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GREEMENT
AND BETWEEN



Ohio University

and



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

Case Number: 2014-MED-03-0440

Police Officers

July 1, 2014 through June 30, 2017

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Introduction/Preamble

Ohio University (hereinafter referred to as "University") and Fraternal Order of Police, Ohio Labor Council, Inc. (hereinafter referred to as "Union") having engaged in discussions and presentations of positions for the purpose of establishing harmonious employment relationships, have as a result agreed on certain principles (herein after "Contract") as stated as follows:

- A. The Union agrees that the principle of productivity is essential for the continuation of employment, fair wages and benefits, and good working conditions for bargaining unit employees and therefore agrees that the Union and all bargaining unit employees it represents will provide a productive, full day's work and will strive for and encourage the elimination of absenteeism, tardiness and other practices which curtail productivity.
 - B. It is recognized that the University is a public trust operated for the benefit of students for their education.
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- C. It is recognized that it is in the best interest of all parties to promote effective relations between the University and the Union.
 - D. It is agreed that the organization and operations of the University differ from that in the private sector and that the University-Union relationship and the conventional Management-Union relationship in private industry have some differences and some similarities.
 - E. It is the intent and purpose of the parties to set forth herein their Contract covering wages, hours, terms and other conditions of employment; to provide Union members in the bargaining unit with dues check-off; and to provide for a prompt and fair process for the settlement of grievances.

Introduction/Preamble

- F. The University will continue to discuss matters with the Union toward the end of amicably settling mutual problems through this Contract and the Grievance Procedure which is a part thereof.

- G. It is understood that those topics specified as non-negotiable under Chapter 4117 of the Ohio Revised Code are excluded from this Contract. The provisions of this Contract take precedence over the statutory provisions of Chapter 124 of the Ohio Revised Code for employees covered under this Contract in accordance with Chapter 4117 of the Ohio Revised Code, except as specifically stated otherwise in this Contract.

- H. The University recognizes and acknowledges that the Ohio University Police Department (OUPD) is a full-service police department established pursuant to Ohio Revised Code §3345.04. Further, it is recognized and acknowledged that OUPD, as the primary provider of police services to the main campus of Ohio University, shall adopt the principles of progressive policing to insure police services are provided in the most professional manner.

- I. The parties agree that except for Family and Medical Leave (where immediate family is defined by federal law) the term immediate family as used in this Agreement shall include: spouse, children, step-children, daughter and son-in-law, parents, step parents, father and mother-in-law, siblings, step-siblings, brother and sister-in-law, grandparents, grandchildren, legal guardian and any other person who stands in the place of a parent.

- J. The parties also agree that employees covered by this contract shall be entitled to receive the same domestic partner benefits afforded to classified, non-bargaining employees of the University in accordance with University policy as well as any changes thereto including revising or terminating the policy. This shall include participation of domestic partners and children of domestic partners in the health insurance benefit plan, bereavement leave, sick leave and educational benefits.

Article 1: Affirmative Action

The University and the Union, in recognition of the desirability of an equitable and broad based representation of minorities and women throughout the institution, hereby declare a policy of actively seeking minorities, women, disabled persons and veterans to apply for vacancies in areas where they are unrepresented or under represented. For the purposes of this Contract, minority group personnel will be defined as those employees who are African American, American Indian, Asian, or of Hispanic origin. The goal of such policy shall be to seek and maintain an appropriate representation of women, disabled persons, minorities and veterans in accordance with vacancies available at the University.

Article 2: Nondiscrimination

2.1 Protected Classes

Neither the University nor the Union shall discriminate against any employee covered by this Contract in a manner that would violate any applicable laws or any other protected class status as defined by University Policy.

2.2 Union Membership

Neither the University nor the Union shall interfere with the right of employees covered by this Contract to become or not become members of the Union, and there shall be no discrimination against any such employees because of lawful Union membership or non-membership activity or status.

Article 3: Application of Ohio Revised and Administrative Codes

Chapter 124, Ohio Revised Code, and attendant Department of Administrative Services are not applicable to employees covered by this Contract except as provided by Chapter 4117, Ohio Revised Code.

Article 4: Management Rights

4.1 Sole and Exclusive Right

Ohio University retains the sole and exclusive right to manage its operations, buildings and plants and to direct the work force. The right to manage shall also include the authority of OUPD to establish, maintain and change from time-to-time personnel policies as well as operating policies and procedures, and reasonable work rules including an attendance policy not inconsistent with the express provisions of this Contract.

4.2 Specific Rights

The right to manage the operations, buildings and plants and to direct the work force includes, but is not limited to, the following:

- A. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, establishment of employee training programs, its overall budget, utilization of technology, and organizational structure;
- B. Direct, supervise, evaluate or hire employees;
- C. Maintain and improve the efficiency and effectiveness of governmental operations;
- D. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted; determine the necessity for overtime and the number of employees necessary for overtime work;

- E. Suspend, discipline, demote, discharge for just cause, lay off, transfer, assign, schedule, promote, or retain employees;
- F. Determine the adequacy of the work force;
- G. Determine the overall mission of the employer as a unit of government;
- H. Effectively manage the work force;
- I. Take actions to carry out the mission of the public employer as a governmental unit.

4.3 Retention by the University

These aforementioned management rights, except as specifically abridged by this Contract, are retained by the University and remain the exclusive right of management.

Article 5: Union Recognition

5.1 Certification

The University recognizes the Union as the sole and exclusive bargaining agent of employees in the bargaining unit certified by the State Employment Relations Board on November 14, 1991 in Case Nos. 90-REP-09-0229, 90-REP-11-0276 and 90-REP-11-0277.

A. Included

For purposes of the Agreement, the Bargaining Unit is comprised of all full-time classified operating personnel at the University's Athens, Ohio campus in the classification of Police Officer.

B. Excluded

Excluded from the Bargaining Unit are all student, casual, temporary employees, Reserve Officers, administrative employees, clerical employees, technical employees, professional employees, regional campus employees, faculty and supervisors, managerial and confidential employees as defined by Section 4117.01 of the Ohio Revised Code.

C. New Position

The parties agree that if the University at its sole discretion establishes the position of Safety Officer within the Police Department the parties of this Agreement will jointly petition SERB in accordance with the requirements of Ohio Revised Code 4117 to include the classification within the bargaining unit. The terms of this Agreement will apply to this classification with the exception of specific criteria such as firearms issue and specific uniform items which may not apply. The base rate of this

classification will be twenty percent (20%) less than the base rate of Police Officer. In the event that this classification does not meet the statutory SERB requirements for recognition and certification the parties of this agreement may decline any further participation.

5.2 Definitions

A. Supervisor

The term "supervisor" for the purpose of this Contract means any individual who has authority, in the interest of the public employer, to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, or discipline other public employees; to responsibly direct them; to adjust their grievances; or to effectively recommend such action, if the exercise of that authority is not of a merely routine or clerical nature but requires the use of independent judgment.

B. Temporary Employee

A temporary employee shall be defined as an employee who is hired to perform a specific task for not less than thirty (30) calendar days but not more than ninety-eight (98) calendar days.

C. Casual Employee

Casual employees are those employees hired at various times throughout the year for specific tasks and who work less than thirty (30) consecutive workdays.

D. Probationary Employee

Probationary employees are provided hourly wages and health insurance benefits as enumerated in the Collective Bargaining Agreement. However, the probationary employee will be excluded from all other benefits, unless the probationary employee is specifically included in the contract language.

Article 6: Union Security

6.1 Dues Deduction

The University will deduct regular bi-weekly Union dues and the initiation fee for any regular full-time employee in the bargaining unit in the amount established by the Union upon receipt of an individual written authorization card timely executed by the employee for that purpose and bearing his/her signature.

Deductions will be made based on cards submitted at least fourteen (14) calendar days prior to the date upon which dues deductions are made.

6.2 Fair Share Fee

All employees who have completed their new hire probationary period, or completed sixty (60) calendar days of employment, whichever is less, and who are not members in good standing of the Union as of the first date after completion of the probationary period, or completion of their sixtieth day of employment, shall pay a fair share fee to the Union as a condition of employment.

The fair share fee will be implemented in accordance with Section 4117.09 of the Ohio Revised Code.

The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction.

6.3 Notice to the University

The Union shall notify the University of its dues and fair share fee amounts as often as necessary so that the University has the most current information, but no less than once each year.

6.4 Transmission to the Union

Total Union dues, initiation fee and fair share fee deductions are payable to the Union. Such deductions and an alphabetical list of names of all employees whose dues and/or fees have been deducted shall be transmitted to the Union no later than the tenth (10th) day following the end of the pay period in which each deduction is made. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

6.5 Relief from Making Deduction

The Employer shall be relieved from making deductions as provided for in this article upon termination of employment, transfer to a job other than one covered by the bargaining unit, lay off from work, unpaid approved leave of absence, or revocation of the check-off authorization.

The Employer shall not be obligated to make dues, fees, or assessment deductions of any kind from any employees who, during any dues month involved, shall have failed to receive sufficient wages to equal the deductions.

6.6 Indemnification

The Union agrees that it will indemnify and save the University harmless from any action commenced by an employee against the University arising as a result of the deductions made under this Article.

Article 7: Union Business

7.1 Presentation to New Employees

The University will provide the Union Associate advance notice of orientation meetings scheduled for new employees by the University. The Union Associate shall have the right to attend the orientation session and shall be permitted to make a presentation to employees at the conclusion of the meeting. In the event the Union Associate is unable to attend the orientation session, he/she may designate another Union Officer to attend in his/her place, who shall be permitted to attend the meeting without pay.

7.2 Bulletin Board

The University will provide one (1) bulletin board for use by the Union, to be located in the Ohio University Police Department.

It is understood and agreed that the notices will be posted on the board only by authorized representatives who shall also be responsible for removal of notices and maintaining the appearance of the bulletin board. It is further understood and agreed that the bulletin board shall not be used for political or campaign purposes or for the posting of any material which may be offensive to the University or any employees of the University. Violations of any of these provisions will result in the University withdrawing the privilege of the use of the bulletin board by the Union.

7.3 Ballot Box

The Union shall be permitted to place a ballot box at the University Police Department for the purpose of collecting union members' ballots on all Union

issues subject to ballot. The box shall be the property of the Union and neither the ballot box nor the ballots shall be subject to the University's review.

7.4 Bargaining Unit Meetings

The Union will be permitted to hold a bargaining unit meeting quarterly two (2) weeks prior to a Labor/Management meeting. The meeting can be held on the University's premises. The meeting will last no longer than one (1) hour. In the event the Union officer designated to chair the meeting is on duty he/she shall be released from duty to attend the meeting up to a maximum of one (1) hour.

7.5 Use of Departmental Equipment

Union officers and grievance representatives may use the intradepartmental mail system, departmental telephone, computers, fax machines and the University's email, etc. to process grievances and other bargaining unit items. This activity shall be during off duty hours unless it is consistent with the release time provisions of this article. The Union acknowledges that there is no expectation of confidentiality when using the University's email system.

7.6 F.O.P. Lodge Meeting Attendance

FOP Lodge #55 officers will be permitted to attend the monthly Lodge meeting during their duty hours with their supervisor's approval and with the understanding that they will respond to calls for service. The officers will be required to return to duty in one (1) hour.

7.7 Representatives

There shall be three (3) grievance representatives, including the Chairperson, who will be members of the department. The Chairperson shall be responsible for investigating and presenting grievances to the University as set forth below. In the Chairperson's absence or under special circumstances, the Chairperson may designate one of the other two grievance representatives to investigate and present grievances, provided the University is notified in advance.

7.8 Grievance Chairperson

The Grievance Chairperson or his/her designee, during his/her normal working hours, without loss of time or pay, may on his/her own shift, in accordance with the terms of this section, investigate and present grievances to the University, upon having received prior permission from his/her immediate supervisor to do so. Permission will not be unreasonably withheld. The privilege of the Grievance Chairperson or his/her designee leaving his/her work during normal working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused. The Grievance Chairperson or his/her designee will perform his/her regularly assigned work at all times, except when necessary to leave his/her work to handle grievances as provided herein. Any alleged abuse by either party will be a proper subject for a special conference. An employee will not be paid at any time that he/she is present during the processing of a grievance if that time falls outside his/her scheduled working hours.

7.9 Information to be Furnished

The Union shall furnish the Chief of Police and the University with a written notification of its authorized representatives and members of its Grievance Committees and shall promptly notify the University and the Chief of Police in writing of any changes therein.

Article 8: Protection of the Bargaining Unit

8.1 Contract Employees

The University agrees that vacancies in the Police Officer classification will not be filled by contract employees. However, this in no way limits the right of the University to enter into and utilize mutual assistance agreements with other entities.

For purposes of this Agreement, a job vacancy exists when a Police Officer retires, quits, transfers, or otherwise separates his/her employment and the University decides to fill such vacancy

Contract employees will not assume the duties of bargaining unit employees in such a way as to cause the displacement or layoff of such employee as a direct result thereof.

8.2 Supervisors

Supervisors (as defined in Ohio Revised Code 4117.01(f)) may perform bargaining unit work so long as it does not result in the displacement or layoff of a bargaining unit employee as a direct result thereof.

8.3 Displacement

The term "displace" as used in this Article means the removal of a bargaining unit Employee from a regularly scheduled shift and replacement with a supervisor or contract employee.

Article 9: Contracting for Services

The parties recognize that the University may contract out or subcontract work, provided that no employee is laid off or takes a reduction in pay as a direct result thereof.

If OUPD is permanently shut down, the University shall give the Union as much advance notice as possible. Upon the request of either party, the parties shall meet to discuss the effects of the permanent shut down. The parties will make every good faith effort to place the employees elsewhere within the University or with another employer.

Article 10: No Strike/No Lockout

10.1 No Strike and No Lockout

The parties agree that there are no circumstances or exceptions warranting a strike or lockout. During the term of this Agreement or any renewal thereof and during the negotiation period of any successor agreement prior to impasse, the University and its management employees shall not lock-out and the Union and members of the Bargaining Unit shall not engage in any strike (including any work stoppage, slow-down, picketing, sick-out, boycott, stay-home, sit-down, sympathy strike, refusal to cross picket lines, or any other form of restriction of production).

Any violation shall subject any participant to immediate discharge.

10.2 Use of the Grievance Procedure

The parties agree that the grievance procedure of this Contract provides a mutually acceptable means for orderly settlement of all disputes that may arise, and that each party will cooperate with the other to implement arbitration as set forth in the Grievance Article of this Contract.

10.3 Union Responsibility

Should any strike (as defined above) occur, the Union shall immediately:

- A. Instruct and give written notice to all bargaining unit employees directing them not to participate in such action and to return to work immediately. The University will, upon request, provide current addresses of bargaining unit employees.
- B. Publicly disavow such action by the employees or other persons involved.

Article 10: No Strike/No Lockout

- C. Advise the University in writing that such action has not been caused or sanctioned by the Union and advise the University of the actions it has taken to end the strike activity.

- D. In addition, the Union, after its determination that an illegal strike exists, will not oppose the issuance by the Athens County Common Pleas Court of an injunction providing appropriate relief under Ohio Law.

Article 11: Labor Management Conferences

11.1 Labor Management Conference

In the interest of sound Labor Management relations, the University and the Union will meet for a Labor Management Conference at the request of either party to discuss matters of mutual concern. Agenda items will be submitted by either party to the other at least seventy-two (72) hours in advance of such Labor Management Conference. Only those items submitted timely and put on the agenda will be addressed at the Labor Management Conference unless the parties mutually agree otherwise. A reasonable meeting place shall be designated by University Human Resources.

11.2 Purpose of the Conference

The purpose of such meetings shall be to:

- A. Discuss the administration of this Contract.
- B. Notify the Union of changes made or contemplated by the University which may affect the bargaining unit members of the Union.
- C. Disseminate general information of interest to the parties.
- D. Give the Union and University the opportunity to exchange the views of Union members and the University.
- E. Inform the Union of changes in the status of employees on the seniority list.

Article 11: Labor Management Conferences

- F. Inform the Union of the status of dues check-off whereby dues are no longer currently being deducted (to include: retired, deceased, leave of absence, revocation, and layoff).
- G. Discuss health and safety issues.

11.3 Attendance at the Conference

Not more than four (4) representatives of the University and not more than three (3) Union representatives plus one (1) FOP/OLC Staff Representative may attend the meeting. Upon mutual agreement either party, after notice to the other, may bring other individuals to the meeting.

Union representatives who attend the Conference shall not lose time or pay for time spent at the Conference. The Union representatives may be permitted to flex their hours to attend the Conference if the Conference falls outside their normal work hours. Permission to flex will be based upon meeting the operational needs of the Department.

11.4 University Responsibility

The University agrees to provide the Union with written responses to topics of concern raised by the members of the bargaining unit. They will advise whether or not action was taken and if so, what that action was.

Article 12: Safety and Work Rules

12.1 Equipment

The Department will make an effort to maintain all departmental equipment in a safe condition. Reports of unsafe equipment shall be presented to the immediate supervisor. The supervisor will make a determination as to whether the equipment can safely perform the function for which it was intended. No bargaining unit member will be required to exercise their duties with equipment that the supervisor has determined to be unsafe. The University agrees to meet immediately with the employee and the Union over issues involving safety. Should no agreement be reached on a safety issue, the Union and University will jointly request the assistance of F.M.C.S. to mediate the issue. The parties will not arbitrarily or capriciously disregard the mediator's recommendations.

12.2 Work Rules

The University agrees, to the extent possible, that work rules shall be reduced to writing and provided to and explained to all members in advance of their enforcement. Any charge by a member that a work rule or a department policy is in violation of this Contract, or that the rule or policy is unreasonable and arbitrary, is grievable. The University shall provide the Union with copies of any revised or new work rules or departmental policies in advance of their intended effective dates. Prior to filing a grievance on a work rule or policy, the Union must first bring the issue to a Labor Management Conference for joint discussion. This will be done only by signing a mutual timeline extension to the grievance procedure in this Contract.

Article 12: Safety and Work Rules

12.3 Recordings

Surreptitious individual audio recordings between police officers and other Ohio University Police Department personnel or Ohio University Administrative personnel will not be performed without providing prior notice to the involved parties unless pursuant to a criminal investigation.

This provision is not applicable when officers are using the police department's recorded telephone lines. It is widely accepted that police department telephones are recorded lines and the accessibility of their records addressed in Public Records law.

Article 13: Appointments, Probation, and Performance Evaluations

13.1 Probationary Period

Police officers shall serve a probationary period of one (1) year from the date of completion of basic training. No appointment is final until the employee has satisfactorily completed his/her probationary period. Employment on a temporary or casual basis shall not count toward the completion of any probationary period. If the service of the probationary employee is unsatisfactory, he/she may be removed at any time. Such probationary removal shall not be subject to the grievance procedure.

For police officers who primarily have been certified prior to appointment by Ohio University, the probationary period will be one (1) year from the date of appointment excluding any time spent on additional training as required by the POTC.

Employees who return to the rank of police officer from a higher rank voluntarily, with the approval of the Chief and not related to or associated with adverse job performance and/or disciplinary employment action shall not be required to serve the probationary period detailed in this Article.

13.2 Performance Evaluations

Performance evaluations shall be conducted at least twice prior to the end of the probationary period (during the sixth and eleventh month) and once a year thereafter. Special performance evaluations may be conducted at any time to apprise employees of unsatisfactory work performance and are not subject to the grievance procedure. Performance reviews shall be conducted by supervisors quarterly and reviewed by the Chief of Police or designee upon request of the

Article 13: Appointments, Probation, and Performance Evaluations

police officer. Evaluations and performance reviews are not subject to the grievance procedure. Disciplinary actions taken as a result of a performance evaluation or performance review may be subject to the grievance procedure.

13.3 Return to the Bargaining Unit

A. Return after Employment Outside the Bargaining Unit

Police Officers who have satisfactorily completed their probationary period and who accept employment outside the bargaining unit may, provided their prior performance as a Police Officer was satisfactory, return to a Police Officer vacancy, if they have had satisfactory performance in their new job and under the following circumstances:

1. Within 120 calendar days at the employee's election;
2. From 121 to 180 calendar days, only with management's approval;
3. Employees returning under 1 or 2 above will retain their University, departmental, and classification seniority;
4. From 181 calendar days to one year, only with management approval and the successful completion of entrance level testing and any required training. These employees will retain their University and departmental seniority.

B. After Promotion Within OUPD

Police Officers promoted within OUPD may, at management's discretion, be returned to their former bargaining unit position at any time during their promotional probationary period. This demotion is not subject to the grievance procedure and the affected employee will retain all University, departmental, and classification seniority. Employees having successfully completed the promotional probationary period may elect to return to a Police Officer vacancy only with management approval. These employees will retain University and departmental seniority.

13.4 Posting of Non-Bargaining Unit Position

When a non-bargaining unit position becomes available in the police department because of retirement, resignation, transfer, separation or the creation of an additional position and the University decides to fill such vacancy, the vacancy and minimum qualifications established solely by the University, including any required testing, will be posted.

Article 14: Seniority

14.1 Seniority Definitions

A. Classification Seniority

Defined as the employee's length of continuous service in his/her current classification. For purposes of this agreement classification shall be determined by job title (Police Cadet and Police Officer are different classifications). The numbers used in the wage section of this agreement (P.O. 1, 2, or 3) indicate educational level for purposes of pay rate only, not classification;

B. Departmental Seniority

Defined as the employee's length of continuous service since the date of his/her most recent hire at OUPD.

C. University Seniority

Defined as the employee's length of continuous service with the University from his/her most recent date of hire with the University.

14.2 Termination of Seniority

An employee's seniority shall terminate:

- A. If the employee resigns**
- B. If the employee retires**
- C. If the employee is discharged**

- D. If the employee is laid off for a period of more than twenty-four (24) consecutive months

- E. If the employee who has completed his/her probationary period fails to report to work as scheduled after any authorized absence or layoff, he may be terminated effective on the 4th calendar day following the scheduled return to work date

14.3 Seniority List to be Provided

The University will provide the Union with one (1) copy of the seniority list on January 1, and July 1, of each year showing the seniority of each employee in the bargaining unit by Classification Seniority, Departmental Seniority, and University Seniority. Any employee shall have ten (10) working days after the list is prepared and posted in the departments to question his/her position on that list. If no question is received within the time period, the list shall be deemed accurate for the remainder of the posting period. If a question is received, the list will be reviewed and revised as appropriate. If two (2) or more employees have the same Classification or Departmental Seniority date, their names shall be listed according to University Seniority. If the University Seniority is the same, the names shall be listed alphabetically.

Article 15: Layoff and Recall

15.1 University to Determine Layoffs

The University will continue its efforts to avoid layoffs. However, the University and the Union recognize that due to lack of funds or lack of work, temporary and permanent layoffs may be required to effectively and efficiently operate the University.

15.2 Order of Layoffs

Bargaining unit employees shall be laid off and recalled on the basis of available work and funds. Layoff shall be in inverse order of departmental seniority and recall shall be in order of departmental seniority. An employee who is recalled shall not serve a probationary period upon recall except when the employee was a probationary employee when laid off, in which case the probationary period shall begin anew. All employees recalled must successfully complete any additional required training to maintain their certification. Any employee recalled after eighteen (18) months must also complete entrance-level testing.

15.3 Reserve Officers

Reserve Officers are defined as casual, part-time, intermittent and/or temporary police officers of the OUPD and will not assume the duties of bargaining unit employees in such a way as to cause the displacement or layoff of such employee. Reserve officers shall be provided the opportunity to work at least sixteen (16) hours per month, but shall not work more than 499 hours per year. Reserve officers who go two (2) consecutive months without completing sixteen (16) hours of work shall be released from employment. The Chief of Police, at his sole discretion may retain a Reserve Officer beyond this two (2) month limit if the

officer's inactivity is for reasonable grounds (e.g. short term medical absence). Utilization of Reserve Officers will follow the Reserve Police Officer policy. Any amendment or modification to this policy will require a sixty (60) calendar day notice to the bargaining unit and will provide the bargaining unit opportunity to give input into the policy amendment or modification.

Article 16: Internal Investigations

16.1 Investigation to be Conducted

An internal investigation will be required under the following circumstances:

- A. A personal injury requiring hospital treatment occurs as a result of police action, regardless of whether the injured person is in custody. This provision shall also apply to injuries sustained by department members.
- B. Deadly force is deployed by a department member, regardless of whether injury results. This provision shall not apply to the use of deadly force to euthanize an animal in accordance with department policy.
- C. Any allegation of substantial wrongdoing, including criminal conduct or serious violations of University or Police Department policy or procedure, which was not witnessed directly by a supervisory officer.
- D. Any other circumstance deemed appropriate by the Chief of Police, who shall have final authority to determine when an internal investigation shall be conducted.

In all other disciplinary matters not requiring an internal investigation, or in situations witnessed directly by a supervisory officer, the Corrective Action article herein shall control.

For purposes of this Agreement "Substantial Wrongdoing" shall be defined as misconduct which by virtue of its severity could result in immediate suspension or termination, irrespective of prior progressive discipline (For Example, tardiness and absenteeism shall not be the subject of an internal investigation even if the number of violations could require suspension or termination under progressive discipline).

16.2 Investigative Process

Internal Investigations shall be opened and assigned by the Chief of Police as soon as practicable after the Chief becomes aware of potential wrongdoing. Internal Investigations shall be actively investigated, properly documented and completed in a timely manner.

16.3 Conduct of Interview

Officers will be interviewed at hours reasonably related to their shift, preferably during their working hours. Officers will be in on-duty paid status for the duration of all interviews. Interview sessions shall be for reasonable periods of time, and attendance to physical necessities shall be allowed during such questioning.

All interviews, unless exigent circumstances exist, shall be conducted at the Ohio University Police Department and recorded. The officer shall be provided an audio copy of the recorded interview within seventy-two (72) hours of the receipt of a request by the officer.

Prior to interviewing an officer who is the subject of an internal investigation, the officer shall be notified in writing of the basic details of the allegation. An officer who is the subject of an internal investigation will also have up to twenty-four (24) hours prior to the interview for the purpose of obtaining representation.

In advance of any questioning, an officer who is a suspect in an investigation that may lead to criminal charges shall be advised of his/her Constitutional rights in accordance with the law.

Any officer being interviewed as a witness in an internal investigation who provides information that would lead the investigator to believe that the officer may be subject to corrective action as defined in the Corrective Action article herein or becomes a suspect in a criminal investigation will immediately be informed of such belief and advised of his/her rights under this Article.

16.4 Refusal to Answer Questions

An officer accused of violating Ohio University or Department Policy and Procedure and who refuses to answer questions or fully cooperate during an

Article 16: Internal Investigations

administrative investigation may be charged with insubordination or like offense. Before such charge, the officer must be advised that such conduct, if continued, may be the basis for such charges and corrective action up to and including termination.

An officer accused of violating Ohio University or Department Policy and Procedure will be provided with a *Garrity Warning* before being ordered to answer questions.

An officer refusing to answer questions after being provided *Garrity* may face the charge of insubordination or like offense and attendant corrective action up to and including termination.

16.5 Access to Reports

Prior to any interview an officer will be provided a reasonable time to obtain and review any public records or personal documents regarding the events leading to the internal investigation in order to be fully prepared to accurately and completely respond to questions.

An officer who is the subject of an internal investigation (or his/her designated representative), shall be provided access to reports, statements, audio or video recordings at the conclusion of the investigation and reasonably in advance of any pre-disciplinary hearing.

16.6 Polygraph

In the course of an internal investigation of an officer(s), the Chief may require a polygraph examination be conducted, specific to the details of the alleged misconduct of the officer(s) who is the focus of the investigation. The police officer is allowed union representation during pre and post test periods of the examination.

16.7 Status Update

If requested in writing, the accused officer may receive a written status report, thirty (30) days after the officer is notified of the investigation. Subsequent

written status reports will be provided upon written request at thirty (30) day intervals until the investigation is concluded.

Within fourteen (14) calendar days of the conclusion of the investigation, the accused officer will receive written notification that the investigation has been concluded and the investigative findings.

16.8 Anonymous Complaints

When any anonymous complaint is made against an officer and there is no corroborative evidence of any kind, the complaint shall be classified as Unfounded and the accused officer shall not be required to submit to an interview or provide a written statement.

16.9 Disposition of Investigation

Every internal investigation will be closed with one of the following dispositions:

A. Exonerated

The alleged conduct occurred, but it was lawful and the officer's actions were within accepted Department Policies and Procedures. The investigating officer may stipulate that an "exonerated" finding revealed policy or training issues and recommend further review in these areas.

B. Unfounded

The complaint was false or otherwise not based on fact.

C. Not Sustained

The investigation produced insufficient evidence to prove or disprove the allegation.

D. Sustained

The allegation, in part or in whole, was supported by proper and sufficient evidence.

Article 16: Internal Investigations

E. Exception

The investigation was closed without being finished.

In the event other acts of misconduct are discovered while conducting an internal investigation, a separate internal investigation will be opened to address them, provided they meet the requirements outlined in Section 16.1 of this article.

The disposition of any investigation will relate only to the specific focus of the original allegation.

Article 17: Corrective Action and Records

17.1 Just Cause Needed

The University and OUPD shall unilaterally promulgate and publish work rules, policies or procedures regulating the conduct of officers and informing officers of the types of conduct which shall be deemed inappropriate. Such rules, policies or procedures shall be consistent with the terms of this collective bargaining agreement. The grievance procedure shall be available if the rules, policies or procedures are unreasonable or are applied in a discriminatory manner.

No officer shall be reduced in pay, suspended, removed or receive corrective action as defined below in this Article except for just cause, including any violation of the University, OUPD work rules, policies, procedures or Ohio Revised Code, Section 124.34. However, it is mutually understood that any officer on probationary employment status is subject to discharge, at any time during such probationary period, at the discretion of the University. Any discharge of a probationary officer shall not be subject to the grievance provisions of this Agreement and shall not be subject to appeal or recourse to any other agency, institution, or forum.

17.2 Progressive Corrective Action

The University shall follow the principles of progressive corrective action. Corrective action shall be commensurate with the offense. Corrective action shall include:

- A. Documented Verbal Counseling
- B. Written Reprimand
- C. Suspension

Article 17: Corrective Action and Records

D. Dismissal or Termination

However, the forms of discipline listed above do not necessarily represent a systematic order to be followed in all instances and more severe corrective action may be imposed at any point if the infraction or violation merits more severe action.

The University, at its discretion, is also free to impose less severe corrective actions in situations which so warrant.

Any officer who has received the corrective action of suspension or discharge will be given a written statement describing the reason or reasons for which the officer was suspended or discharged. In the case of corrective action suspension, the officer will be informed of the duration of the suspension.

The officer receiving the corrective action of suspension and/or discharge shall be notified of same in writing and upon the officer's request, a copy shall be provided to the local Union representative and/or the Labor Council staff representative.

17.3 Administrative Leave

At the University's discretion an officer may be placed on administrative leave with pay at regular rate. Notice of being placed on administrative leave will be written and will delineate the reasons therefore and expectations of the officer during the period of administrative leave. However, where immediate written notification is not practicable notice may be verbal, but will be followed by written notification. The officer will not lose any pay, fringe benefits, or seniority as a result of the administrative leave. Administrative leave with pay shall not be considered corrective action and is not subject to the grievance procedure as long as no loss of pay or benefits is incurred by the officer.

17.4 Pre-Disciplinary Conference

Whenever the University determines that an officer's conduct may warrant corrective action of suspension or termination, a pre-disciplinary conference will be scheduled. The officer will be given a minimum of three (3) work days' notice of the scheduled hearing, the specific violations charged and disclosure of any material or exhibits to be used to justify the corrective action. The Union or the

officer will reciprocate with disclosure of any witnesses, materials or exhibits that will be used during the pre-disciplinary no later than twenty-four (24) hours prior to the pre-disciplinary conference. Either party may be granted a three (3) working day continuance or any other mutually agreed to time. For the purposes of this Article, working days are defined as Monday through Friday and excluding holidays.

17.5 Suspension Options and Implementation Procedures

If an officer receives a suspension, the University may offer the following forms of corrective action:

- A. Actually have the officer serve the designated number of days suspended without pay.
- B. Have the officer substitute the necessary number of hours needed to cover the suspension or a part thereof from their vacation or compensatory leave bank of hours, if available, under such terms as might be mutually agreed to by the University, the officer and the Union.
- C. Any other form of corrective action suspension deemed reasonable by the Chief of Police.

Any corrective action suspension shall be for a specific number of consecutive days on which the officer would be regularly scheduled to work. Holidays occurring during a period of corrective action suspension shall be counted as work days for the purpose of the corrective action suspension only.

17.6 Grieving Discipline

Corrective Actions, except Documented Verbal Counseling, may be subject to the Grievance Procedure. An employee who receives a Documented Verbal Counseling may attach within fourteen (14) calendar days of receipt of the Documented Verbal Counseling, a written rebuttal to the Documented Verbal Counseling. Written reprimands may be appealed to Step 3 but are not subject to arbitration. Grievances involving suspensions or terminations may be initially filed at Step 2 of the Grievance Procedure.

Article 17: Corrective Action and Records

17.7 Corrective Action Records

Documented verbal counseling and written reprimands will cease to have force and effect and shall not be taken into account for future discipline twelve (12) months after the effective date of the counseling or reprimand providing there is no intervening written notice of corrective action during the twelve (12) month period.

Suspensions will cease to have force and effect and shall not be taken into account for future discipline eighteen (18) months following the date of the suspension providing there is no intervening written corrective action during the eighteen (18) month period.

Suspensions will remain on file for an officer whose employment is terminated during the eighteen (18) month period or who is involved in litigation or review in a court or governmental agency during the eighteen (18) month period. Leave of absence or layoff periods will not count as part of the eighteen (18) months.

Once a record of documented verbal counseling, a written reprimand or a suspension ceases to have any force and effect it will be placed in a separate file. The Employer agrees to abide by O.R.C. 149.43 as to the retention of records.

17.8 Personnel Files

Officers shall have the right to inspect their personnel file, upon request during normal business hours, Monday through Friday (except holidays). Officers have the right to provide written authorization for their bargaining agent representative to act for the officer in requesting access to the personnel file and in reviewing said file. Anyone inspecting an officer's file shall sign indicating he/she has reviewed the file.

If an officer has reason to believe that there are inaccuracies in documents contained in the personnel file, the officer may write a memorandum to the Chief of Police explaining the alleged inaccuracy. If the Chief of Police or designee concurs with the officer's contentions, the Chief of Police or designee may either remove the document or attach the officer's memorandum to the document in the file and note thereon the Chief of Police or designee's concurrence with the contents of the memorandum. If the Chief of Police or designee does not concur, he/she will attach the officer's memorandum to the document.

17.9 Ohio Public Records Law

The University shall ensure that the release of personal information to the public that is contained in an officer's personnel file is in accordance with Ohio Public Records Law as it pertains to Law Enforcement Officers.

Article 18: Grievance Procedure

18.1 Grievance Defined

A grievance under the terms of this Contract is defined as a dispute or difference between the University and the Union or between the University and an employee or employees concerning the interpretation, application, or compliance with any provision of this Contract, and any and all disciplinary actions unless specifically precluded by this Contract.

In the event of a dispute or grievance concerning the interpretation, application or compliance with any provision of this Contract, which is not promptly and amicably adjusted between the supervisor and employee, said dispute or grievance shall be submitted through the regular channels provided under the Grievance Procedure. Pending a decision on the grievance, management's orders shall be followed as given with regard to the employee involved.

Where the incident being grieved affects more than one (1) member in the same manner, a group or class action grievance may be filed. In this case one member shall be selected by the group to process the grievance. Each member who desires to be included in a group grievance shall be required to sign the grievance.

18.2 University Policy

It is the policy of Ohio University to deal fairly and promptly on all grievances brought to its attention by bargaining unit employees. It is the right of every member of the bargaining unit to use the prescribed grievance machinery without fear of reprisal.

18.3 Content of Grievance

The written grievance shall be on the FOP/OLC Grievance Form and shall contain the following information:

- A. Aggrieved member's name and signature
- B. Aggrieved member's classification or job title
- C. Date and with whom the grievance was first discussed
- D. Date the grievance is filed
- E. Date and time of the incident giving rise to the grievance
- F. A description of the incident giving rise to the grievance
- G. Specific articles and sections of the Agreement violated
- H. Remedy desired to resolve the grievance

18.4 Grievance Steps

It is the mutual desire of the Employer and the Union to provide for prompt adjustment of grievances with a minimum amount of interruption of the work schedules. Every responsible effort shall be made by the Employer and the Union to affect the resolution of grievances at the earliest step possible.

In furtherance of this objective, the following procedure shall be followed:

A. First Step

Any employee claiming a grievance shall present it in writing on an FOP/OLC form to a captain or another supervisory officer designated by the Chief with or without his/her Grievance Representative within ten (10) calendar days of the occurrence of the condition giving rise to the grievance. The supervisor shall give his/her written answer to the employee within ten (10) calendar days after presentation and discussion of the grievance. If this does not resolve the grievance, it may be appealed to the Second Step.

Article 18: Grievance Procedure

B. Second Step

If the grievance is not resolved at the First Step, the grievant and/or the Grievance Representative shall within fourteen (14) calendar days of the date of the supervisor's written response at the First Step, present the grievance to the Chief of Police or designee.

Within fourteen (14) calendar days of the presentation of the grievance at the Second Step, a meeting will be held between the Grievance Representative, employee, the employee's supervisor and/or Chief of Police (or his/her designee). The Chief of Police or his/her designated representative will give an answer in writing to the grievant or the grievance representative within fourteen (14) calendar days of the meeting. If this does not resolve the grievance, it may be appealed to the Third Step.

C. Third Step

If the grievance is not resolved at the Second Step, the grievant and/or the Grievance Representative shall within fourteen (14) calendar days of the written response to the Second Step, present the grievance to the Director of Employee and Labor Relations or his/her designated representative. The grievance shall be discussed at a meeting consisting of no more than three (3) representatives of the Union, one (1) of whom shall be the grievant, and three (3) of the University. The meeting will be held within fourteen (14) calendar days from the date the grievance was received at the Third Step by the University. A decision will be given in writing by the Director of Employee and Labor Relations or his/her designated representative within twenty-one (21) calendar days of the Third Step meeting.

D. Arbitration

If the grievance is not resolved at the Third Step, it may be submitted to Arbitration. The FOP/OLC, based upon the facts presented, shall decide whether to arbitrate a grievance. Within twenty-one (21) calendar days from the date of the answer at the Third Step, the FOP/OLC shall notify the Employer of its intent to seek arbitration over the unresolved issue(s) and file a written request for a list of seven (7) arbitrators from the Federal Mediation and Conciliation Services (F.M.C.S.). The selection of an arbitrator shall be pursuant to the rules of the F.M.C.S. Nothing shall

prevent the parties from mutually agreeing on an arbitrator in lieu of requesting a list of arbitrators from a mediation service.

1. Authority of the Arbitrator

Said arbitrator shall have no power to add to, or subtract from, or modify any of the terms of this Contract, nor shall he/she substitute his/her discretion for that of the University or the Union where such discretion has been retained by the University or the Union, nor shall he/she exercise any responsibility or function of the University or the Union.

2. Fees and Costs

Arbitration filing fees and F.M.C.S. administrative costs shall be paid equally by the parties. The fees and approved expenses of the arbitrator shall be paid equally by the parties.

The cost of any transcript of the arbitration hearing shall be the responsibility of the requesting party, except that whenever the other party procures a copy of the transcript, the total cost of all transcript copies, Court Recorder fees and all other associated costs shall be paid equally by the parties.

3. Decision of the Arbitrator

The arbitrator's decision shall in all respects, conform to the terms of this Contract. The arbitrator's decision must be rendered within thirty (30) calendar days following the closing of the arbitration hearing and the decision shall be final and binding upon the University, the Union and employees covered by this Contract.

18.5 Time Limits

Failure of the grievant to file or appeal a decision within the specified time limits shall be deemed a withdrawal of the grievance and shall bar further action or appeal. Failure of the University to render a decision on a grievance within the specified time limits shall permit the grievant and/or the Union to automatically move the grievance to the next step. Any time limit set forth in the grievance procedure may be extended only by mutual written agreement.

Article 18: Grievance Procedure

In the event a grievance is submitted directly to Step 2 or Step 3 by agreement of the parties or as specified by the Contract, said grievance must be filed at that step within ten (10) calendar days from the occurrence of the grievance. Grievances involving disciplinary suspensions, reductions, or terminations may be initially filed at Step 2 of the grievance procedure.

18.6 Withdrawal and Waiver

A grievance may be withdrawn without prejudice at any time prior to arbitration, and if so withdrawn, all financial liabilities shall be cancelled. Should an arbitration case be withdrawn after the selection of an arbitrator, all arbitrator fees and expenses shall be shared equally by the parties.

Nothing shall prevent the parties from mutually agreeing in writing to waive any of the steps in the grievance procedure.

18.7 Sole and Exclusive Remedy

The procedures set forth in this Article shall be the sole and exclusive procedures for resolving any grievance or dispute which was or could have been raised by an employee covered by this Contract. It is expressly understood that the procedures set forth in this Article completely replace (and are not in addition to) any appeal process of the State Personnel Board of Review or of any such set of procedures.

Where the alleged grievance is of a nature that qualifies for appeal under the rules of a state or federal administrative agency such as, but not limited to the Equal Employment Opportunity Commission (EEOC), the Ohio Civil Rights Commission (OCRC) or the Department of Labor (DOL), the aggrieved member may utilize the appeal procedure in accordance with the rules of that body rather than appealing the alleged grievance pursuant to the terms of this article.

18.8 Release Time

A. Release of the Grievant

Release of a grievant to consult with Union representatives at Step 1 and Step 2 prior to any hearing must be approved in advance by the grievant's

immediate supervisor and is subject to the operational needs of the department. Release time shall not be unreasonably denied.

B. Release of Other Employees

Release of any other employees as witnesses for the Union at Step 1, Step 2, Step 3 or pre-arbitration meetings to either consult with Union representatives or attend hearings, must be approved in advance by the employee's immediate supervisor and is subject to the operational needs of the Department, as well as the Union's establishment of the relevance of said employee's presence at the meeting or hearing. Release time shall not be unreasonably denied.

C. Consultation

Union representatives may consult with employee grievants and/or employee witnesses for the Union one-half (½) hour prior to the time of the Step 3 hearing and one (1) hour prior to the time of any arbitration hearing, provided at least eight (8) hours' advance notice is given to the Director of Employee and Labor Relations by the Union's Grievance Representative or the Grievance Chairperson as to the names of employees attending the Step 3 and/or arbitration hearings. Employees will be released for the applicable one-half (½) or one (1) hour period prior to the hearing unless an unusual emergency work need exists which precludes the work release of employees. Employees will be released for any necessary hearing time.

D. Compensation During Release Time

Release time, herein, will be paid at the employee's straight time hourly rate only. There shall be no pay for any time an employee is involved in the grievance process outside his/her normal work hours.

E. Terms of Release Time

Other than the release time as prescribed herein, no employee will be released from work duty during the grievance process. All release time as prescribed herein shall be on the premises of Ohio University and employees are expected to return to work immediately after any consultation or hearing as prescribed herein, and to notify their immediate supervisor immediately upon their return to work.

Article 19: Hours of Work

19.1 Workweek Defined

The regularly scheduled workweek for permanent, full-time employees shall consist of forty (40) hours. Workdays and days off shall be consecutive, with workdays consisting of either ten (10) hour shifts or eight (8) hour shifts. The parties agree and acknowledge that at the time this contract was executed the work week consisted of five (5) consecutive eight (8) hour shifts followed by two (2) consecutive days off. The Employer reserves the right to change employees' schedules. However, prior to doing so, the Employer will give the bargaining unit no less than a thirty (30) day notice of such change and will also meet with the Union to explain its reasons for change.

Shift hours established by the department and starting times may have to be staggered for individual employees.

For purposes of computation of pay, the workweek is Sunday 12:01 A.M. through Saturday midnight.

Each employee will make arrangements for lunch. The employee may go off campus to eat with on-duty supervisor's approval. Those employees required to remain on duty and on call during their meal period, shall have the meal period considered as part of their standard work day schedule. Except for a call requiring immediate action, as determined by the supervisor or OIC, the employee's lunch break shall not be interrupted.

19.2 Compensation for Overtime

When an employee is required by an authorized official to work beyond forty (40) hours in any calendar week the additional hours will be paid at the overtime rate

of one and one half (1½) times the regular rate of pay. Hours worked are those in which an employee is in active pay status.

19.3 Compensatory Time

Any employee entitled to pay for overtime work may elect to take compensatory time off at the rate of one and one half (1½) hours for each hour of overtime worked in lieu of cash payment. At no time shall the compensatory time off balance exceed one hundred twenty (120) hours.

The scheduling of such compensatory time off is subject to the approval of the immediate supervisor. Requests for compensatory time must be submitted in writing. The request must be submitted no more than ninety (90) calendar days prior to the day off requested and no less than four (4) calendar days prior to the day off requested.

The supervisor will respond within four (4) calendar days of said request. If an employee requests a single day or a portion of a shift off less than four (4) calendar days prior to the date requested, the supervisor may elect to approve or deny a day off on a case by case basis. Special consideration will be given by the University in cases of personal emergencies.

If two or more bargaining unit members request the same date for compensatory time off the request will be granted to whoever submitted an electronic request first. If the requests were submitted at the same time, then the compensatory time off will be granted to the most senior police officer using departmental classification seniority. More than one officer may be granted compensatory time off on the same date and shift dependent on operational needs.

19.4 No Pyramiding

In no case will payment be made for time not worked other than as specifically set forth in this Contract. Overtime pay will not be pyramided. Moreover, a police officer paid overtime or other premium time for any reason under this Agreement shall not again be paid overtime or premium time in respect to the same hour for any reason. Where two or more premium or overtime rates are applicable, the highest rate shall be paid.

Article 19: Hours of Work

19.5 Call-in/Court Time

An employee who is called in for unscheduled work, is contacted on off-duty time and spends a substantial amount of time handling an issue without coming on station, or is scheduled to appear in court outside his/her scheduled shift shall receive a minimum of four (4) hours work unless it is immediately contiguous to the officers regularly scheduled shift. Once an officer completes his or her duties the officer may be permitted to leave the premises and receive his/her four (4) hours of overtime subject to supervisory approval.

19.6 Canine Handler Assignments

Canine handlers will serve at the discretion of the Chief. Canine handler assignments may be filled by a non-bargaining unit member; however, this section specifies the terms and conditions of employment when/if the position of canine handler is filled by a bargaining unit member.

- A. The Department Canine(s) shall be the property of Ohio University and will be licensed in accordance with all applicable laws. The University will provide all food, equipment (including toys), insurance, licensing and veterinary services for the canine until termination of the program or until retirement of the canine. The University reserves the right to terminate the program at any time.
- B. If permissible, upon retirement of the canine or upon termination of the program, the canine handler will have the opportunity to assume ownership of the retired canine for one dollar (\$1.00), and will assume all financial responsibility for the canine thereafter.
- C. The canine handler will be responsible for the care and maintenance of the assigned canine (feeding, grooming, bathing, etc.). The canine may live with the handler at his residence and may be confined for short periods of time while on the employee's property.
- D. In order to take vacation time off, the canine handler will be permitted the same number of "dog-free days" per year equivalent to the number of vacation days he/she accrues per the contract in one year. The University will be responsible for the cost of kenneling the canine during this period(s) of time, if it cannot be placed with a secondary handler. Any

cost(s) for kenneling in excess of this number will be borne by the handler if he/she cannot make other arrangements.

- E. If OUPD has a secondary handler, the compensation of the canine handler may transfer to the secondary handler, should the secondary handler be utilized during periods of the assigned canine handler's absence(s). Compensation for secondary handling may only be done in one (1) week blocks of seven (7) days. Only one (1) officer per canine may receive handling compensation at any given time. It is intended that the canine handlers work cooperatively to determine the handling compensation each week.
- F. The University will cover the cost of one (1) home floor cleaning per year, upon request of the canine handler, not to exceed a total of \$500 per year.
- G. A canine handler's work week will consist of thirty-five (35) hours of regular duty and five (5) hours of animal maintenance and training duty. The five (5) hours of animal maintenance and training duty is to compensate the officer for time spent working with the animal outside the workplace, such as home. Other training and maintenance needs such as regional training, veterinary visits, etc., shall be incorporated into the officer's regular duty.
- H. Hours spent working in excess of thirty-five (35) hours in a week will be compensated as overtime in accordance with the overtime article of this Agreement.
- I. Providing canine service is the primary job duty of the canine handler and therefore his/her work schedule may vary to accommodate those duties, therefore:
 - 1. canine handlers are not included in the patrol shift bid;
 - 2. canine handlers will generally work a consistent schedule of days and hours with consecutive days off, subject to flexing as described in this section;
 - 3. canine handlers will flex their days or hours for events that are planned in advance and for which canine service is assigned at least 14 calendar days prior to the event so that at least the first 7

Article 19: Hours of Work

- hours or 9 hours (as applicable, based on the canine handler's regular work schedule) of the event are regular duty;
4. management may pay overtime for all hours worked at a planned event if the canine handler's week demands more than 35 hours of regular duty;
 5. hours falling outside the canine handler's normal work schedule that occur at events for which canine service is assigned less than 14 calendar days prior to the event will be paid as overtime;
 6. in the event the decision is made to assign canine service to a planned event more than 14 days in advance of the event, but the assignment is not communicated to the canine handler until less than 14 days from the event, the canine officer will receive double time pay for any hours worked outside his/her normal schedule as a result of the event;
 7. unscheduled call-out for canine services will be paid in accordance with this article.
- J. The canine handler may volunteer for overtime details and if the canine is not otherwise needed may be assigned to those details with authorization from the Chief. However, unless specifically directed by the Chief the canine handler may not be mandated to work non-canine overtime.
- K. While the canine handler is not required to answer his/her phone and/or be duty-ready at all times, he/she is subject to call while off duty. However, if because of certain events/needs the Chief requires the canine handler to be duty-ready for a specific period of time, the canine handler will be compensated with eight (8) hours added to his/her comp time balance and 5.33 hours assessed to the overtime roster per week they are required to be duty-ready. He/she will receive no less than eight (8) hours of comp time added to their comp time balance.
- L. In addition to all other uniform-related provisions made elsewhere in the CBA, the canine handler will also be issued all uniform and equipment items required for this assignment that are not part of the regular-duty issue. These items will be maintained by the department in the same manner as all other uniforms and equipment. The department will also

maintain all equipment related directly to the animal (e.g. leashes, collars, etc.)

- M. The canine officer will be provided a means of transportation for conveying the canine to and from the workplace as well as other canine duty-related needs.

Article 20: Overtime

For purposes of this Article the term "detail" shall mean the specific event in question. Overtime assignment shall mean the specific position and hours within the detail. For purposes of this article only, a day is defined as a twenty-four (24) hour period measured backward from the starting time of the overtime assignment.

20.1 Standard Overtime Procedure

All assignments known by OUPD management a minimum of two weeks (14 calendar days) in advance will be posted for a minimum of five (5) calendar days to allow employees to volunteer for the assignment. Such assignment will be made at least five (5) calendar days prior to the detail. Employees will be assigned as outlined in section 20.5.

If an overtime assignment under this section is not made at least five (5) calendar days prior to that detail, officers working that detail will receive two (2) times their normal rate of pay.

20.2 Short Notice Overtime

For overtime known by OUPD less than two (2) weeks (14 calendar days) in advance qualified employees will be notified that overtime exists to determine if there are volunteers. Employees will be assigned as outlined in section 20.5.

20.3 Overtime Eligibility

Employees may volunteer for overtime assignments that they are qualified and eligible for, provided the overtime is not due to the employee's own vacancy. If the vacancy is due to an employee changing his/her scheduled work hours, he/she

may volunteer for that overtime assignment, but only after it is offered to all other eligible employees.

Employees whose shifts begin or end within five (5) hours of the overtime assignment will be assigned only if other employees are not available in the required numbers.

20.4 Accumulated Overtime Hours to be Posted

The University shall post accumulated overtime hours according to work-force every two (2) weeks after payroll is completed. Such posting will reflect all hours worked in excess of forty (40) in a week. The records will be deemed accurate unless a written complaint is received by the University within five (5) calendar days of the posting. Accumulated overtime records will be kept for the fiscal year, with each employee starting at zero (0) on each July 1.

20.5 Assigning Overtime

Overtime assignments will be assigned first to volunteers, provided the volunteers meet reasonable employee qualifications as determined by the Chief of Police. Volunteers will be selected for overtime assignments based on their total accumulated overtime hours, starting with the volunteer who has the least amount of overtime hours to the volunteer who has the most. In the event that two or more volunteers have the same number of overtime hours, the employee with the most classification seniority shall be awarded the assignment.

If not enough qualified and eligible employees volunteer for a detail, officers will be assigned starting with the officer with the least amount of accumulated overtime to the officer with the most accumulated overtime. In the event of a tie, the employee with the least classification seniority will be assigned the detail.

20.6 Contiguous Hours Rule

For overtime opportunities that are anticipated to be three (3) hours or less, management may involuntarily assign officers without posting, provided the overtime is contiguous to the officer's assigned shift and he/she is in an on-duty capacity. Overtime assigned under this section must be offered first to the officer with the least number of accumulated overtime hours. Management will not use

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this section to circumvent overtime posting requirements. Overtime accumulated under this section will be included on the overtime roster.

20.7 Special Expertise Overtime

Overtime details requiring special expertise may be assigned by the Chief of Police. Overtime accumulated under this section will be included on the overtime roster.

20.8 Detective On-Call Compensation

Police officers assigned as detectives are subject to call at all times, but not required to be duty-ready.

Police officers assigned as detectives may be placed on-call and required to be duty-ready at the direction of the Chief. Such assignments, when made, will be in weekly increments and each detective assigned such on-call and duty-ready status shall receive eight (8) hours added to his/her compensatory time balance for each week he/she is on-call and required to be duty-ready. Such balance shall be limited by the language in the Hours of Work article. Detectives shall have 5.33 hours recorded on the overtime roster for each week served in the on-call status.

20.9 FTO Compensation

Field Training Officers (FTO) shall receive 0.8 (eight tenths) of an hour of overtime for each full day they have a trainee assigned to them, subject to the restrictions stated in Section 19.4.

20.10 Intercollegiate Athletics (ICA) Travel Details

- A. Providing a police escort for an ICA away game is not exclusive bargaining unit work and may be performed by Lieutenants or Captains. OUPD Management, in consultation with ICA, will determine when and how many OUPD officers will be assigned to an away game.

B. In the event that bargaining unit employees are utilized for an ICA travel detail they shall be assigned and compensated in accordance with this section.

C. Assignments

1. In order to assign officers in a fair and equitable manner, two (2) separate bargaining unit lists will be maintained by OUPD management. The preference of all parties is that volunteers will be assigned to ICA travel details. If there are no volunteers, or an inadequate number of volunteers, the detail will be assigned by juniority.

2. Voluntary List (By Seniority)

The first officer on the list will be offered the ICA travel detail. If the officer declines the assignment his/her name will be skipped and the next officer will be offered the detail. This will continue until the detail is filled or the list exhausted. If an officer accepts an ICA travel detail, his/her name will be moved to the bottom of the volunteer list. The process starts at the top of the list for each distinct ICA travel detail. The list is reset to seniority order on July 1 of each year.

3. Mandatory List (By Juniority)

Mandatory assignments will be made by selecting the first officer on the mandatory list. Once selected for a mandatory detail, the officer's name will be moved to the bottom of the list. If more than one officer is required, then they will be assigned in the same manner. If an officer cannot be assigned the detail due to pre-approved leave, or if the officer is on sick leave, his/her name will be skipped and he/she will be eligible for the next mandatory detail. The list is reset to juniority order on July 1 of each year.

4. Probationary Officers

Probationary officers may not travel alone, but may be sent if more than one officer is assigned to the ICA travel detail.

D. Compensation

Officers assigned to an ICA travel detail, will be compensated as follows:

1. For the purposes of this section "compensable time" is defined as hours actually worked by the officer during the travel detail. Hours spent sleeping, sightseeing, or engaging in other non-work activities are excluded from compensable time. Once the officers are released by the Athletic Department for the day they are no longer "working" for purposes of compensable time. Subject to all departmental policies and rules, the officers are expected to remain duty-ready while on an ICA travel detail. The compensation set forth in sub-section 6 below will govern compensation for officers who remain duty-ready.
2. The officers will flex their work schedule so that the travel days are regular work days and not overtime opportunities.
3. Officers will receive a minimum of eight (8) hours straight time for each travel day.
4. If other days off have to be assigned to facilitate making the travel days regular work days, those off days will be assigned so as to be contiguous to either the travel days or existing days off.
5. Officers will be paid by the hour and will receive overtime pay for any compensable time worked beyond eight (8) hours per travel day.
6. Officers will receive a lump sum travel payment of two hundred dollars (\$200.00) for each travel day during the standard season, and two hundred fifty dollars (\$250.00) per day for post-season games. If a trip includes an observed holiday, as defined in the CBA, the officer(s) will receive a three hundred dollar (\$300.00) travel bonus for each actual holiday instead of the other bonuses in this sub-section.
7. If a trip extends longer than planned (due to unforeseen travel or game delays), officers will continue to be compensated by the hour for compensable time. If the trip extends to the point that the officer works at least eight (8) hours on an additional day, he/she

will receive an additional lump sum travel payment for each such day in accordance with the bonus schedule described herein.

8. If the trip intrudes to the point that the officer will not receive adequate rest before being required to work a regular duty shift, the hours worked on the same day will be traded for regular shift hours (For example: the trip was supposed to return at 11 p.m. on Saturday night and the officer has to work at 7 a.m. on Sunday. Due to weather, the trip doesn't return until 5 a.m., leaving only 2 hours before the officer's regular duty shift. The officer would count the hours from midnight until 5 a.m. as regular duty hours and deduct them from the beginning of the regular shift. Thus, he/she would report for duty at noon, work until 3, and receive a total of 8 hours straight pay for that day).
9. If the officer would rather use paid time off for the regular shift hours needed to provide adequate rest, s/he may do so. If the officer wishes to take the entire shift off, s/he may do so using trade time or paid time off, subject to usual staffing considerations.
10. "Adequate rest" is defined as eight (8) hours of off duty time for every sixteen (16) hours worked during each twenty-four (24) hour period.

E. Posting and Backfill

1. Scheduled travel games will be posted a minimum of three (3) weeks prior to the departure date and assigned no less than fourteen (14) days prior to departure.
2. Post season games will be posted within twenty-four (24) hours of the Police Department management determining that officer staffing is required.
3. If travel details are not posted and assigned in accordance with the timelines outlined in this section, all overtime hours worked on the detail will be paid at double time instead of time and a half.
4. Any backfill incurred by the travel assignment(s) will be posted in accordance with existing overtime procedure(s).

Article 20: Overtime

20.11 New Employee Overtime Adjustment

A newly-hired employee will be charged with the highest single amount of overtime hours for purposes of overtime assignments. This will occur when the employee has completed his/her field training and has been released to work on alone.

20.12 Overtime Posting Exceptions

Employees may be assigned overtime during the time designated by the University as School Opening, Commencement, the Halloween event and two (2) additional weekends each calendar year. For purposes of this section "weekend" is defined as Friday and Saturday. Such overtime shall be assigned without regard to other sections of this Article, except for the assignment requirements of Section 12.1 and the provisions of Section 12.4.

20.13 Notice of Overtime Cancellation

Employees scheduled for overtime must receive a minimum of six (6) hours' notice in the event of cancellation of scheduled overtime. Absent said notice the employees will have the option of working up to four (4) hours overtime.

20.14 Emergency Overtime Pay

During a declared emergency, or any circumstance designated by the Chief of Police under Article 21.4, all bargaining unit members will receive compensation according to Ohio University Policy No. 40.051.

Article 21: Shift Preference and Assignment

21.1 Determination by the Chief

The number of police officers assigned as plainclothes detectives and patrol officers and their work hours will be based on operational need, subject to the provisions of Article 19.1.

The specialized assignments may include five (5) positions that are excluded from the shift bid process.

The Chief of Police may, through discussion with the bargaining unit, create special assignments and offer such assignments as he/she deems appropriate. Any agreement reached between the Chief of Police and the bargaining unit as to the creation of specialized positions shall be in writing. Specialized assignments will continue at the pleasure of the Chief.

Field Training Officers (FTO) shall not be held out of the shift bid process. However, FTOs may have their schedule changed to train new officer(s) in accordance with Section 3 below. Such schedule change will only last as long as the FTO is assigned to the trainee officer.

Probationary employees cannot apply for specialized assignments, detective positions or FTO positions until completion of their probationary period.

When the Chief of Police determines a position exists on a shift, the position listing the shift and work schedule will be posted for seven (7) consecutive calendar days prior to implementation.

Article 21: Shift Preference and Assignment

21.2 Bid for Shift Preference

Non-probationary police officers assigned to patrol will have the opportunity to bid on shifts within their current assignment based on classification seniority in the following manner:

Bids	Posted Date	Effective Date
10/10 – 10/25	11/1	pay period following 12/1
4/10 – 4/15	5/1	pay period following 6/1

It is the responsibility of each officer to exercise the opportunity within the time specified above. If the bids are not completed within the time specified in this section, all of the positions may be assigned by the Chief of Police.

The Chief of Police shall assign probationary employees at his discretion.

In the event the Chief of Police determines it is necessary to reduce the number of patrol officers on one shift in order to increase the number on another shift, all patrol positions will be up for bid for at least seven (7) days and posted for at least seven (7) days prior to implementation.

21.3 Temporary Involuntary Shift Assignments

The Chief of Police may assign employees involuntarily to other shifts and schedules for up to forty (40) workdays per year to accommodate training and/or personal, compensatory, vacation, or military leave, so long as such reassignment is not used for disciplinary reasons. In the event an FTO exhausts his/her forty (40) days, the parties agree to discuss extending the days to accommodate new officer training, if needed.

21.4 Shift Assignments in an Emergency

The Chief of Police may alter assignments, to include mandating officers to work in a declared emergency. An emergency is defined as any event declared as an emergency by the President of the United States, the Governor of the State of Ohio, the Athens County Board of Commissioners, the Athens County Sheriff, the President of the University or designee, the federal or state Legislature, or when the Chief of Police determines that circumstances significantly affect the safety, and health of the Campus community.

21.5 Shift Trading

Officers may voluntarily trade shifts or days off for a specific period of time with prior approval. Such exchanges shall not affect the active pay status of either employee, except that an employee who is required to work overtime shall receive the overtime compensation. Approval of trades shall be made in a non-disparate manner.

21.6 Position Postings

When a non-bargaining unit position becomes available in the police department because of retirement, resignation, transfer, separation or the creation of an additional position and the University decides to fill such vacancy, the vacancy and minimum qualifications established solely by the University, including any required testing, will be posted.

Article 22: Leaves of Absence

All leaves specified in this Article shall be without pay, except as provided herein, and without loss of seniority.

22.1 Unpaid Leaves

A. Personal

Employees who have completed probation with the University may apply for a leave of absence for personal reasons not to exceed six (6) months. Said leave shall be applied for in writing and may be granted whenever practicable. However, in no case shall leave be granted to any employee for the purpose of seeking or accepting other employment. Insurance coverage shall not be continued during the period of such leave.

B. Medical

Any employee who has completed his/her probationary period and who has exhausted his/her accumulated sick leave may be granted a leave of absence for illness for a period not to exceed six (6) months. If requested, the employee shall furnish satisfactory medical proof of such illness. The University will continue the insurance coverage in the insurance article herein for the period of such leave.

C. Disability

In the event that a disabling illness continues beyond the medical leave of absence, the employee may apply for a disability leave. In such event, the certificate of the employee's physician shall satisfy the medical proof requirement of said disability. A certificate from the employee's physician stating the disability no longer exists and that the employee is fit to return

to his/her former classification shall be required before the employee returns to work, concluding the disability leave. Insurance coverage shall be continued for employees who are on either medical, FMLA and/or subsequent disability leave for a period not to exceed six (6) months for the combined leaves of absence.

Any employee on approved disability leave or who has been separated from employment without delinquency or misconduct on his/her part, may be reinstated to a same or similar position within five (5) years from the date of such separation. Reinstatement following a disability leave shall be approved only after written application by the employee and after passing a physical examination made by a licensed physician designated by the Public Employees Retirement Board showing that he/she has recovered from such disability. An application for reinstatement shall not be filed after the date an employee is eligible for service retirement.

D. Union Business

The Union may request a leave(s) of absence not to exceed five (5) aggregate work days for bargaining unit employees during any one (1) calendar year. Said leave(s) shall be requested for those employees selected by the Union to attend educational classes, board meetings, or conventions conducted by the Union. Such leave(s) will be granted whenever practicable. Insurance coverage will continue during a period of such leave.

22.2 Paid Leaves

A. Military

The University agrees to abide by all state and federal laws concerning military leave.

B. Funeral

An employee who has completed his/her probationary period shall be eligible for use of paid funeral leave, not to exceed three (3) work days, to make arrangement for and attend the funeral of a member of his/her immediate family as the immediate family is defined in the Introduction-Preamble herein. An employee's legitimate use of funeral leave shall not

Article 22: Leaves of Absence

be considered for purposes of enforcement of absenteeism standards and/or absenteeism work rules. In addition to the above, all employees may use up to two (2) days of sick leave for funeral leave.

C. Maternity

A pregnant employee shall be entitled to a maternity leave of absence for up to six (6) months. The University should be given at least four (4) months' advance notice of the anticipated delivery date as indicated by the certificate of her physician. Thereafter, the leave shall commence as recommended by her physician. Upon returning, the employee shall be returned to her former job classification. Upon returning to work, the employee must present a certificate from her physician that she is able to return to work. The University will continue the insurance coverage under the insurance article herein for the period of such leave.

D. Jury Duty

Employees shall receive full pay regardless of shift assignment for regular work hours lost for jury duty by the United States or Ohio courts. Employees selected for jury duty will not have to work their normal shift in addition to performing jury duty. Employees will be released from their regular workday schedule for the duration of their jury duty. Employees will make up hours of work if their jury duty time is less than six (6) hours in duration for the affected workday.

E. Paternity

Leave for male employees may be deducted from sick leave for care of the employee's wife and family during the post natal period. Sick leave shall be for five (5) consecutive days.

F. Injury

All police officers and probationary officers who are unable to work as a result of an injury or illness (one directly related to contact with blood or body fluids or exposure to hazardous materials) received in the legitimate performance of their duties on behalf of Ohio University and which is not the result of the direct negligence of the officer, may request up to forty-five (45) work days of injury leave per injury.

Injury leave is not deducted from sick leave. Approval of injury leave is contingent on a determination by University Medical Associates that the police officer is unable to work and the police officer's agreement to both file for lost wage payment with Worker's Compensation and subsequently reimburse the University for any lost-wage benefits received. Such reimbursement shall be for the period of injury leave and is not to exceed the amount paid as injury leave. Failure to receive lost-wage benefits from Worker's Compensation requires the police officer to deduct any injury leave days from existing sick leave and/or vacation balances.

Examples of activities for approved injury leave include but are not limited to:

1. Officer issuing a citation or on traffic detail is struck by a passing vehicle.
2. Officer responding to a crime in progress falls while running.
3. Officer in pursuit on foot or in a motor vehicle that was involved in an accident.
4. Officer handling a crowd disturbance or subduing a violator.

Examples of activities for non-approved injury leave include but are not limited to:

1. Officer issuing citation trips on the sidewalk.
2. Officer falls while walking across a parking lot checking for parking violations.
3. Officer getting in or out of the cruiser and is injured by a fall due to weather conditions.
4. Any incident of horseplay.

G. Family and Medical Leave

In accordance with the Family and Medical Leave Act of 1993, employees who have worked at least 1250 hours in the past twelve (12) months shall

Article 22: Leaves of Absence

be annually entitled to a maximum of twelve (12) weeks of unpaid leave in accordance with the University's Policy.

Medical leave, maternity leave, paternity leave, and injury leave all run concurrently with FMLA Leave. Leave time available under FMLA will be directly, proportionately diminished by use of the aforementioned leaves.

Article 23: Sick and Personal Leaves

23.1 Earning Sick Leave

All employees will earn and accrue sick leave at the rate of four and six-tenths (4.6) hours for each eighty (80) hour bi-weekly pay period. Sick leave credit for less than eighty (80) hours of service in a bi-weekly pay period will be calculated on a prorated basis. The calculation of all sick leave credits will be based on hours in active pay status. Unused sick leave shall be cumulative without limit.

23.2 Use of Sick Leave

In addition to any other uses of sick leave as specified in this Agreement, sick leave may be used for the following purposes:

- A. Illness or injury of the employee
- B. Illness or injury to a member of the employee's immediate family requiring the presence of the employee
- C. Medical, dental, or optical examinations, or treatment of the employee or a member of his immediate family which requires the employee, and which cannot be scheduled during non-work hours
- D. If a member of the immediate family is afflicted with a contagious disease and requires the care and attendance of the employee, or when through exposure to a serious contagious disease, the presence of the employee at his job would seriously jeopardize the health of others

Immediate family as used in this article is defined in the Introduction-Preamble of this Agreement.

Article 23: Sick and Personal Leaves

Pregnancy-related disabilities shall be treated as any other non-work-related disability.

Sick leave with pay shall be charged at the rate of one (1) hour for each one (1) hour of regularly scheduled work from which an employee is absent, when such sick leave is chargeable to such absence under the provisions of this Article.

23.3 Requesting Sick Leave

Requests for use of sick leave shall be signed by the employee and subject to the approval of the department head. Requests to use sick leave credits for a death in the employee's immediate family shall be in accordance with the Funeral Leave section of the Leaves of Absence Article.

23.4 Proof of Need for Sick Leave

The Chief of Police or the Chief Human Resources Officer may require evidence, in the form of a physician's certificate, as to the adequacy of the reason for any employee's absence during the time for which sick leave is requested for three (3) or more consecutive days, for a fifth (5th) or subsequent call-off in a twelve (12) month period, or when Ohio University Police Department management has cause to believe that the sick leave was not used for the purpose requested. When unauthorized use or abuse of sick time is substantiated, the Chief of Police will effect progressive corrective action in accordance with the Corrective Action Article. Falsification of either the signed sick leave request or physician's statement shall be grounds for disciplinary action including dismissal.

23.5 Conversion of Sick Leave

A. Retirement

Upon retirement with ten (10) or more years of service, the employee may elect to be compensated at his current rate of pay for fifty percent (50%) of accrued and unused sick leave not to exceed sixty (60) days.

B. Death

Upon the death of an employee with ten (10) or more years of service, fifty percent (50%) of accrued and unused sick leave not to exceed sixty (60) days will be paid to survivors based upon the rate of pay at the time of death.

C. Layoff and Termination

In the event that an employee terminates or is laid off from the University, there will be no pay for accrued and unused sick leave.

D. Personal Leave

Police Officers will be eligible for the benefits under Ohio University Policy #40.028. The policy, for purposes of this contract, is modified in regard to Police Officer requests for personal days. Personal day requests that are made to the Police Officer's immediate supervisor twenty-four (24) hours in advance from the beginning of the requested shift will be granted unless extraordinary operational needs exist. Requests for a personal day made less than twenty-four (24) hours in advance of the shift will be subject to approval by the affected Police Officer's immediate supervisor. Approval will be based on the operational needs of the department. A personal day equals eight (8) hours.

Article 24: Vacation Leave

24.1 Earning Vacation Leave

A. After 1 Year of Service

Each full-time employee, after one (1) year of service with the University, shall have earned and will be due upon the attainment of the first year of employment, and annually thereafter, eighty (80) hours of vacation leave with full pay. One (1) year of service shall be computed on the basis of twenty-six (26) biweekly pay periods.

B. With 5 Years or More of Service

A full-time employee with five (5) or more years of service with the University (or State) shall have earned and is entitled to one hundred twenty (120) hours of vacation leave with full pay.

C. With 10 Years or More of Service

A full-time employee with ten (10) or more years of service with the University (or State) shall have earned and is entitled to one hundred sixty (160) hours of vacation leave with full pay.

D. With 20 Years or More of Service

A full-time employee with twenty (20) or more years of service with the University (or State) shall have earned and is entitled to two hundred (200) hours of vacation leave with full pay.

An employee must be in an active pay status (i.e., working or on approved paid leave) to earn vacation leave credits.

24.2 Accrual Rate of Vacation Leave

Vacation leave shall accrue to the employee at the following rates:

- A. three and one-tenth (3.1) hours each bi-weekly period for those entitled to eighty (80) hours per year
- B. four and six-tenths (4.6) hours each biweekly period for those entitled to one hundred twenty (120) hours per year
- C. six and two-tenths (6.2) hours each bi-weekly period for those entitled to one hundred sixty (160) hours per year
- D. seven and seven-tenths (7.7) hours each bi-weekly period for those entitled to two hundred (200) hours per year

24.3 Requesting Vacation

To receive vacation preference, vacation block requests will be submitted in writing on a form provided by the Chief of Police. Only specific blocks of time (7 or more consecutive calendar days which will include regularly scheduled days off) will be prescheduled. Selection shall be by classification seniority with no less than three (3) officers being permitted vacation leave at any one time unless approved by the Chief of Police. All requests will be submitted to the Chief of Police for his/her review. In December of each year, employees shall submit vacation requests for the following calendar year. Employees wanting to take vacations requiring reservation well in advance can submit requests at least thirteen (13) months in advance in addition to the annual request in December.

All vacation leave requests are subject to approval by a supervisor and may be submitted at any time prior to time off being requested. All vacation requests made at least one (1) week in advance shall receive a documented response from a supervisor on the status of the request within four (4) calendar days from the date of the submission. Time off will be awarded or denied based on the operational needs of the department.

Once a vacation is approved, it shall not be changed except for the emergency needs of the Department or by mutual agreement.

Article 24: Vacation Leave

24.4 Payment for Vacation Leave

Vacation leaves may be taken in any time increments accommodated by current Ohio University payroll software.

Vacation pay shall be paid in advance to those employees taking a vacation of one (1) week or more, and who request such pay at least three (3) weeks in advance of the vacation.

Employees shall forfeit their right to take or to be paid for any vacation leave to their credit which is in excess of the accrual for three (3) years. Such excess leave shall be eliminated from employees' leave balances.

24.5 Separation from Service

Upon separation from the University, an employee shall be entitled to compensation at his/her current rate of pay for all accrued and unused vacation leave to his/her credit at the time of separation. In the case of death of an employee, such accrued and unused vacation leave shall be paid to the employee's beneficiary or estate.

Article 25: Holidays

25.1 Observed Holidays

A. The following holidays will be observed for all employees in the bargaining unit:

1. New Year's Day (January 1)
2. Martin Luther King Day (Third Monday in January)
3. Presidents' Day (Third Monday in February)*
4. Memorial Day (Last Monday in May)
5. Independence Day (July 4)
6. Labor Day (First Monday in September)
7. Columbus Day (Second Monday in October)*
8. Veterans' Day (November 11)
9. Thanksgiving (Fourth Thursday in November)
10. Christmas (December 25)
11. Employee's Birthday (See below)

*These two "floating holidays" are scheduled on other days than the traditional dates shown in parentheses. Columbus Day is typically scheduled for the Friday after Thanksgiving, and President's Day is typically scheduled for December 24. The bargaining unit will observe

Article 25: Holidays

holidays on the same day as the rest of the University.

- B. In addition to the above holidays, the University shall observe any holiday appointed and recommended by the Governor of this State or the President of the United States.
- C. Employees will have their birthday as a floating holiday. This holiday is to be observed on a day the employee is normally scheduled to work. Employees will receive straight time pay for the hours of their regularly scheduled shift on this day. This floating day is scheduled based on the employees giving advance notice and is subject to approval of their supervisor based on the operational needs of the department. The floating holiday must be taken all at one time and cannot be taken in increments less than one shift. This day is to be taken during the calendar year and cannot be carried forward year to year.
- D. All holidays will be treated as regularly scheduled work days for all purposes, including time off requests.

25.2 Payment for Holidays

A. Holiday Pay

Eligibility for holiday pay shall be based on the date specifically observed as the holiday. A full-time employee shall be eligible for eight (8) or ten (10) hours of holiday pay regardless of work shift and work schedule.

In order to receive holiday pay, an employee must be in active pay status on the last regularly scheduled work day prior to the holiday and the first regularly scheduled work day following the holiday. The University may require proof of any illness occurring the day before and after any holiday where there is a claim for paid time off. Employees on leave of absence without pay or in layoff status on the day observed as a holiday are not entitled to holiday pay. If a holiday occurs during a period of paid sick leave or vacation leave, the employee will draw holiday pay and will not be charged for sick leave or vacation.

B. Working on a Holiday

All full-time employees who work on a day observed as a holiday will be

paid at the rate of one and one-half (1-1/2) times their regular hourly rate for all hours worked in addition to eight (8) or ten (10) hours straight time pay (Dependent upon whether the employee is regularly scheduled to work an 8 hour or 10 hour shift).

C. Separate Holiday Time Off

Up to three separate holidays per fiscal year (July 1 through June 30) employees will not be scheduled to work and will take the paid holiday. The holiday scheduling will be determined at the spring shift bid. A preference sheet shall be circulated at the time of the Spring Shift bid. Preferences for scheduling the holidays shall be based upon seniority. If there are staffing deficiencies management will post the shifts in accordance with the Hours of Work article herein.

When a holiday falls on an employee's day off, the University can schedule the employee an extra day off within the work week that the holiday falls as long as the extra day off is contiguous with another scheduled day/s off.

Article 26: Uniforms and Equipment

26.1 Initial Issue

Upon appointment as a police officer, the Department shall provide the following initial issue of new equipment and uniform accessories, with all required patches or other customization already attached or completed:

- A. All required headgear and any required attachments
- B. Five (5) summer and five (5) winter uniform shirts
- C. Five (5) pair of uniform trousers
- D. Two (2) complete tactical uniforms (shirt and pants)
- E. One (1) unlined command sweater
- F. All required outerwear for all weather, year round use
- G. Two (2) ties
- H. All brass and other required attachments
- I. One (1) trouser belt, one (1) duty belt, and all equipment, accessories, and carriers required for uniformed duty
- J. One (1) duty firearm and three (3) magazines (these items may be previously used)
- K. An adequate gas mask, riot helmet with unit number and face shield, and riot baton (these items may be previously used, provided they have been sanitized)

- L. Personal ballistic body armor and two (2) carriers. All police officers may be required to wear body armor while on duty, per department policy, as a condition of employment
- M. One pair of cut resistant search gloves.

All uniform items remain the property of OUPD and must be maintained by the employee in good working order and appearance.

26.2 Police Cadets

Upon registration in a basic police training academy, all persons appointed as police cadets shall be issued new specialized and uniform items, as required by the academy.

All items required only for the academy and not listed in section 1 above (e.g., academy uniforms) shall be issued separately from, and will not count as a part of, the initial issue to be made in conformance with section 1.

Items included in section 1 above, and required for the academy, will be issued prior to appointment as a police officer and will fulfill the subsequent initial issue requirement to be made in conformance with section 1 above when/if the cadet successfully completes the academy and is appointed as a police officer.

26.3 Bike Officers

The University will provide the initial issue of equipment and uniform accessories for bike officers, as per the current practice.

26.4 RAD Instructors

The RAD instructors will continue to be provided uniforms/equipment as per current practice by the OUPD. If the RAD instructors desire a change in uniform, the issue will be brought to the Labor/Management Committee for discussion.

Article 26: Uniforms and Equipment

26.5 Replacement of Uniforms and Equipment

- A. The University shall repair or replace all issued uniforms and equipment items deemed no longer functional as a result of normal wear or damage that is not the result of employee negligence.
- B. The employee shall repair or replace all issued uniform and equipment items deemed no longer functional as a result of employee negligence.
- C. The University is not responsible for the repair or replacement of personally owned uniform or equipment items deemed no longer functional regardless of the reason.
- D. The University shall reimburse employees for reasonable cost of repair or replacement of watches and eyeglasses damaged in the non-negligent performance of their duties, not to exceed \$100.00 per item. Provided, however, the employee is not able to replace eyeglasses through a vision care insurance program.

26.6 Dry Cleaning

Officers will be permitted to have their uniforms dry cleaned at a vendor determined by the Chief. Each officer will be allotted up to two hundred fifty dollars (\$250.00) per fiscal year in dry cleaning service. However, this dry cleaning program will start on January 1, 2015 and each officer will have up to one hundred twenty-five dollars (\$125.00) for the remainder of fiscal year 2015 (January-June, 2015).

Article 27: Parking

The Fraternal Order of Police, Ohio Labor Council, Inc. ("FOP") and Ohio University ("University") agree that the University has implemented parking fees for employees. The University and the FOP further agree that if the University implements a base parking fee during the term of this Contract that exceeds five hundred dollars (\$500.00) per year, the parties will meet and confer for the sole purpose of discussing a one-time base wage increase to equal and offset the portion of the base parking fees that exceeds five hundred dollars (\$500.00) per year.

Article 28: Training and Educational Benefits

28.1 Training

It is understood that every attempt shall be made by the University to provide in-service training opportunities on pertinent subjects to all officers. Further it is agreed that these opportunities will be made available when it is operationally permissible.

In addition to the basic training provided at the Academy, advanced specialized or individual training may be provided as needed. The reasons for training may include, but are not limited to, the overall improvement of technologies; and qualifying for positions of greater responsibilities.

28.2 Range and Firearms

In addition to annual qualification for firearms, there will be annual firearms training as scheduled and organized by the Employer. Police officers will be provided with sufficient ammunition to complete the firearms training day(s) with a minimum of fifty (50) rounds per officer.

28.3 Training Day

The training day for all training programs, excluding shift training, shall be from 7:00 a.m. to 5:00 p.m., unless otherwise specified. This includes one (1) hour for lunch and time for breaks as the program allows. Employees assigned to attend training programs will adopt the schedule of the program.

Staying overnight at a particular location during a training program shall not give rise to the accumulation of overtime.

Travel time to and from required training programs shall be considered as on-duty hours and compensated according to Ohio University policy.

28.4 Police Academy

In the event the Ohio University Police Department pays for a Cadet's police academy training, the Cadet will be required to remain employed with the Department for a period of two (2) years after completing the academy. If the Cadet voluntarily resigns from his/her employment within this two (2) year period the cadet will be required to reimburse the University for any and all costs paid on the employee's behalf for the Police Academy training. This provision only applies when the employee elects to resign, not if the employee is terminated or laid off.

28.5 Education

It is the policy of Ohio University to provide educational opportunities for active or retired full-time bargaining unit employees, their spouses, and their children. The benefits under this plan may vary according to employment status. The program applies only to courses offered for credit by the University, including programs offered through independent study. Benefits under this policy shall not be applicable to certain workshops, non-credit courses, audited courses, OPIE courses, or special course fees. Fee structures of the University are subject to change without notice. Hocking College educational benefits will be provided to bargaining unit members. Such benefit(s) will be equivalent to the benefits provided all other University employees.

Employees must first satisfy employment demands, and will not simultaneously be full-time students. Consequently, no more than ten (10) semester hours of undergraduate courses and no more than eight (8) semester hours of graduate courses will be permitted per semester without approval from the appropriate department head and dean of college.

To qualify for this scholarship plan, an employee must be on the payroll by the first day of the semester (an employee on layoff status shall be qualified for this scholarship during the period of layoff subject to the same limitations on number of credit hours). This rule of eligibility also applies to employee spouses and employee children.

Article 28: Training and Educational Benefits

28.6 Education Benefits for Full-time Bargaining Unit Employees

A. Employees

With supervisory approval, an employee may take one (1) course per semester during regular working hours and an additional course during non-working hours during periods of employment.

1. Fees

At the discretion of the department head, a full scholarship may be granted for course work which is directly related to employment with the University. The scholarship for a full-time employee is equal to 100% of the instructional fee and no part of the general fee.

2. General Information

Requests for participation in this scholarship plan must be submitted by the employee on a standard form which may be obtained from University Human Resources. The form must be completed by the employee and signed by the departmental authority granting the permission to enroll.

3. Time Spent Away from Work

If class attendance requires that the employee be absent from his/her regular work schedule, the employee will not be compensated during the period of absence unless the course is required by the department head. When an employee is required to take a course, special authorization is noted on the request form. Where feasible, a department head may arrange to have the time made up, if it can be done during the same work week.

B. Spouses of Bargaining Unit Employees

Spouses of employees may take as many undergraduate or graduate courses as academically permissible. Spouses of employees who retired or have been placed on disability termination and widowed persons whose spouse died while employed shall retain the above educational scholarship. The scholarship for spouses of full-time employees is equal

to 100% of the instructional fee and no part of the general fee. Information regarding the scholarship program for spouses may be obtained at University Human Resources.

C. Children of Bargaining Unit Employees

1. Eligibility

Sons and daughters, including step-children and legally adopted children of employees, are entitled to a scholarship. Children may take as many courses as academically permissible and need not be a full-time student. Children of employees who retired while employed, and of employees who have been placed on disability termination or children of employees who died while employed shall retain the above educational scholarship.

2. Requirements

There are no tenure requirements for employee parents whose children are taking graduate or undergraduate courses. No particular class standing is necessary for the original awarding of this scholarship, except that the student must meet the admission requirements. The criteria for continuing this award for subsequent studies is the maintenance of a 2.00 accumulative average on all hours attempted. Applicants for the Employees Children Scholarship must reapply each year.

3. Procedure

- a. Ohio University Employees' children (hereinafter referred to as applicants) should request an application as early as possible in the year (March) preceding anticipated fall enrollment. Applicants wishing to commence study in a semester other than the Fall Semester should contact University Human Resources as early as possible to ensure that they will be able to receive a scholarship.
- b. Each applicant must complete an application, obtained from University Human Resources, requesting a scholarship.

Article 28: Training and Educational Benefits

- c. The applicant and parent employed by Ohio University both sign and date the application and applicant returns the completed form to University Human Resources.
- d. After the parent's employment by the University, the applicant's scholastic eligibility, and admission to the University are all verified, the applicant receives a letter from University Human Resources confirming the awarding of the scholarship.
- e. If the application is not filed in a timely manner it will be necessary for the applicant to report to University Human Resources for the fee waiver.

28.7 Education Benefits for Retired Bargaining Unit Members

Retired employees (including employees on disability retirement) are eligible for a scholarship that is equal to 100% of the instructional fee and no part of the general fee.

Article 29: Occupational Health

29.1 Occupational and Health Program

In the interest of health and safety, the University has established an Occupational Health Program for employees. The program encourages and assists employees in maintaining good health; provides medical services and/or referral services as determined by University Medical Associates for on-the-job illness or injury; assists the University in proper placement, regarding health and physical welfare of applicants and employees in jobs for which they are suited.

Accordingly, the University may:

- A. Require a pre-placement medical evaluation for job applicants selected for employment.
- B. Provide, within limitations of the program, medical services for employees who suffer an occupational illness or injury.
- C. Require a medical clearance for employees returning to work from an authorized leave of absence.
- D. Require a medical clearance for employees returning to work after an extended absence for medical reasons of more than ten (10) consecutive work days or, at the discretion of the University, fewer days.
- E. Require a physical evaluation to assist in proper placement of employees requesting change to a job classification requiring different or increased physical qualifications.
- F. Require a medical evaluation for purposes of continuing employment.

29.2 Fitness for Duty

The University reserves the right to have an employee examined by a physician chosen by the University before permitting an employee to return to work after an illness, injury or disability or to continue working. If the employee's physician and the University's physician do not agree on whether the employee is able to work, the opinion of a specialist who is mutually agreeable to the Union and the University may be sought. If the parties cannot agree on a third physician, the employee's physician and the University's chosen physician will be asked to seek a consulting specialist's opinion.

29.3 Restricted Light Duty

Employees, including probationary employees on occupational injury leave, sick leave, or experiencing partial disability, may be permitted to work restricted light duty provided they have written permission from a licensed physician enumerating the specific duties the employee is capable of performing and that the duties performed do not conflict with physician's written orders. The nature of the light duty assignments and duty hours will be at the sole discretion of the University. The University may have their own physician examine the employee requesting light duty assignment at any time prior to starting their assignment or during such assignments. In these instances, the University physician will make the ultimate decision as to the employee's performance capability. Light duty assignments will not last more than ninety (90) consecutive calendar days in a calendar year.

29.4 Exposure to Hazardous Material

An employee who, acting in an official capacity is involved with, exposed to, comes into contact with or has reason to believe that he/she has been involved with, been exposed to, or come into contact with a chemical spill, nuclear radioactive material, biological hazard, hazardous industrial material, bodily fluid that could spread communicable disease or smoke, shall be examined by an emergency room physician. Such examinations will be conducted as soon as practicable after exposure.

Article 30: Wellness

30.1 Policy Statement

It shall be the policy of the Ohio University Police Department to strive to support wellness/good health among its members. Furthermore, the Ohio University Police Department recognizes the importance of maintaining an appropriate degree of physical fitness among police officers in order to promote officer safety and the effective completion of job related duties.

30.2 Mandatory Health Component

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

A. Blood pressure evaluation

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

B. Cholesterol screening

Use of American Heart Association standards for reference; those medically at risk will be provided further resources or references for body fat reduction or increase.

C. Body fat evaluation

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

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

30.3 Voluntary Physical Fitness Component

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

A. Annual Evaluation 80th Percentile

Officers will participate in a physical fitness evaluation annually. The fitness evaluation will follow the health screening. Officers participating in the physical fitness component will earn two (2) days off with pay during the contract year of evaluation if the officer successfully passes the physical fitness component at the 80th percentile (averaged overall events) for their age and gender of the Fit Force Norms used by OPOTA for aerobic capacity (1.5 mile run), upper body strength (1 minute maximum push-ups), and muscular endurance (1 minute sit-ups). The days off will be scheduled in advance subject to appropriate staffing on shift as are personal and vacation days.

B. Annual Evaluation 60th Percentile

Those participating in the physical fitness program and completing the evaluation at the 60th percentile (averaged overall events) for their age and gender of the Fit Force Norms used by OPOTA will earn one (1) day off with pay during the contract year of evaluation.

C. Test Scores

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

D. Testing Opportunities

Testing for health and fitness will be during the officers' on-duty schedule. Testing opportunities will be offered once each year with a minimum of thirty (30) calendar days advance notice to officers, unless the thirty (30) day advance notice is voluntarily waived by individual officers. The Department will provide training for departmental personnel to serve as advisors and evaluators in the fitness program.

30.4 Physical Fitness/Wellness and Job Performance

The Ohio University Police Department's physical fitness program is voluntary and therefore is largely dependent on the individual officers' professionalism and desire to insure their ability to safely and effectively perform job related tasks. Officers who are unable to safely and effectively perform valid job related duties due wholly or in part to a lack of physical fitness, shall be subject to disciplinary actions as would occur for such a failure due to other circumstances.

30.5 Continuance of Program

The voluntary portion of the wellness program will only be made available the first year of the Collective Bargaining Agreement (CBA) if there is a minimum 50% officer participation with completion of the physical fitness component. The second and third year of the CBA, there must be, respectively, a minimum 60% and 70% officer participation in the voluntary portion of the wellness program with completion of the physical fitness component in order to continue the voluntary program.

Article 31: Drug and Alcohol Testing Program

31.1 Program

- A. The University and the FOP have a mutual interest in promoting the treatment and rehabilitation of employees involved in the illegal use of drugs or the abuse of alcohol. A drug testing program serves to promote the parties' interest in a drug-free workplace. It shall be a term and condition of employment that employees be free from alcohol abuse, drug dependence, illegal drug use or drug abuse. Employees also have the right to be free from direction by those who abuse alcohol or drugs, use illegal drugs, or are drug dependent.

- B. A member of the bargaining unit may be required to submit to a test to determine the illegal use of drugs or to determine if the employee is under the influence of alcohol while on duty. Testing procedures are set forth later. Transportation to a testing site shall be in an unmarked vehicle, when one is immediately available. Bargaining unit members shall have the option of non-uniformed dress, provided the employee has such dress immediately available. Alcohol testing will be based on breath analysis performed by the State Highway Patrol. A positive result from an alcohol breath test means a level of impairment of .02 percent. If an employee tests at .02 or higher, he/she shall immediately be granted a confirmatory test at the discretion and expense of the employee with a standard equivalent to a .02 breath test.

- C. Requiring an employee to submit to such a test must be based on a reasonable cause that the employee has been using any drug or narcotic or alcohol and that this use may present a risk to his/her safety or that of fellow employees or the public.

D. Definitions

1. "Illegal drug" is any drug or controlled substance defined to be illegal by the Ohio Revised Code, or any prescription drug which has not been properly and legally prescribed to an employee being tested herein, or is taken in excess of the prescribed dosage, and could impair an employee's performance.
2. "Drug abuse" shall include the usage of any illegal drug, alcohol abuse and alcoholism.

E. Employees who have reasonable cause to believe that another employee is using illegal drugs, engaging in drug abuse, or is under the influence of alcohol, shall report the facts and circumstances concerning the same immediately to their supervisor. Any employee may request drug or alcohol counseling or rehabilitation, and no employee shall have his/her job security or promotion opportunities jeopardized solely by such request.

F. A supervisor who orders a drug test based on reasonable cause that the employee has used or is under the influence of any drug, narcotic or alcohol shall forward a report containing the facts and circumstances directly to the Chief of Police. The employee shall be verbally advised of the reasonable cause factors at the time of the test and receive a written statement of the reasonable cause factors within twenty-four (24) hours of the test. For the purpose of this article, reasonable cause is those facts that would lead an ordinary man to entertain a suspicion that a certain condition or situation may exist.

G. Test results reporting a presence of alcohol, illegal drugs, or narcotics, or the use of prescription drugs without a prescription, or the abuse of any over-the-counter drugs will be submitted to the Chief of Police for further action.

H. An employee who submits to a test may be placed on administrative leave pending receipt of the test results. If the test results indicate that the officer was not under the influence of alcohol or illegal drugs, the allegation will be disposed of as Unfounded. An officer who has a confirmed, positive illegal drug test will be subject to corrective action up to and including termination. An officer who has been accused of only being under the influence and received a positive breath test or positive

Article 31: Drug and Alcohol Testing Program

illegal drug screening that would warrant corrective action, may agree to enter a University-approved rehabilitation program. Upon successful completion of the program, the corrective action will not exceed a thirty (30) calendar day suspension on the first offense. For a period of two (2) years, following successful completion of a rehabilitation program, the officer will be subject to random drug and/or alcohol testing. A second positive test of alcohol and/or illegal drugs is grounds for immediate termination.

- I. An employee who refuses to submit to a drug or alcohol screening or confirmatory test or who fails to complete a program of rehabilitation or, after successfully completing such program of rehabilitation or detoxification, fails to comply with the stated out-patient portions of the program is subject to termination.
- J. All test results and actions taken under or pursuant to this Article shall be kept confidential in accordance with state and federal law.

31.2 Testing Procedure

- A. The employee will be notified of the test requirement just prior to being transported without delay to the medical facility or laboratory designated by OUPD to obtain the urine sample. At the time of the test the subject will be notified of the specific drugs which will be screened by the test. The employee will be accompanied by a testing officer of the same sex.
- B. The room where the sample is obtained must be private and secure with documentation maintained that the area has been searched and is free of any foreign substance. The testing officer shall be in the presence of the employee to ensure that the sample is from the employee and was actually passed at the time noted on the record. Specimen collection will occur in a medical setting, and the procedures should not demean, embarrass or cause physical discomfort to the employee.
- C. An interview with the employee prior to the test will serve to establish use of drugs currently taken under medical supervision. The employee will be required to identify any prescription or non-prescription medication taken in the past week. The medication and time last taken will be documented and signed by the employee. Medications containing narcotic drugs,

Article 31: Drug and Alcohol Testing Program

hypnotics, stimulants, depressants, sedatives, and most muscle relaxants must be reported. Drugs such as aspirin, cold medications, Tylenol, birth control pills, and antihistamines, except those containing codeine need not be reported. In the event the employee is taking medications which require reporting, the testing officer must attempt to verify the validity of this use through interviews and request the employee to provide documentation verifying the validity of the use.

- D. The employee will be allowed to select two (2) of several containers to be used to hold the sample.
- E. The containers will be new and free of contaminants.
- F. The employee will deposit a minimum volume of urine (2 oz.) in each container and tightly cap it. An employee who is unable to provide an adequate sample initially will remain under observation until able to do so.
- G. A tamper proof seal will be used on the container.
- H. The container will be labeled in front of the employee.
- I. Each step in the collection and processing of the urine sample shall be documented to establish procedural integrity, and the chain of evidence.
- J. Social security numbers will be used as a donor identifying number. This number will be utilized to identify the sample throughout the collection and testing phases of the urine screening. The purpose of the donor identifying number is to protect the identity of the donor providing the sample. Laboratory testing personnel will only have access to the identifying number and not the individual's name.
- K. Testing officers will be assigned by the Chief of Police.
- L. The second sample container will be secured and preserved according to generally accepted lab procedures at the site where the samples are passed and collected. In the event the first sample shows a presence of any illegal drug or narcotic the employee shall have the option of having the second sample tested (at his/his own expense) at another qualified medical facility or laboratory, generally accredited by a standardizing body within a reasonable distance. To facilitate this testing the second sample shall be

Article 31: Drug and Alcohol Testing Program

secured from the collection site by a management representative and a Union representative and transported or caused to be transported to the second laboratory where it will be tested. The tests employed must be of the same type employed by a primary laboratory.

Article 32: Insurance

The University will provide group health insurance benefits to bargaining unit members on the same basis as such benefits are provided to non-bargaining unit staff at the University except that bargaining unit members will maintain substantially equivalent benefits should the University, in its discretion, change the third party administrator of the insurance plans. Bargaining unit members shall pay the employees share of premiums, deductibles and other costs as established by the University.

The University will continue the practice of having a FOP bargaining unit representative on the Benefits Advisory Committee as long as the Benefits Advisory Committee exists in its current structure and/or form.

Article 33: Wages

33.1 Basic Pay Scale

The pay scale for police officers consists of five (5) experience steps and four (4) pay grades. Placement and progression in the experience steps is determined by length of police service, while placement and progression in pay grade is determined by education and training. Each officer is initially placed in a specific grade and step based on established criteria. Advancement to higher grades and steps is achieved by meeting the training, education, and experience thresholds outlined below.

The pay scale is based on the pay rate for a Police Officer 1 in Step 1 (PO1/Step 1). The Police Cadet rate is 85% of the PO1/Step 1 rate. The PO2 and PO3 rates are each 1% more than the grade below. Experience steps 2 – 5 are each 6% more than the previous step.

In general terms, the pay chart is as follows:

		EXPERIENCE STEPS				
		<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>
PAY GRADE	Police Officer 3					
	Police Officer 2					
	Police Officer 1					
	Police Cadet					

The pay chart will be adjusted annually, as agreed upon in the collective

bargaining agreement. All bargaining unit members will advance to their respective pay grade and experience step on the new pay chart upon the effective date of that pay chart (e.g., if the new chart takes effect on July 1, all members will move to their corresponding pay rates on that chart as of July 1).

33.2 Pay Grade

Bargaining unit members are stratified into pay grades as follows:

Police Cadet	Sworn officer who has not completed basic training.
Police Officer 1	Sworn officer who is OPOTC certified and has at least a high school diploma, but not a college degree.
Police Officer 2	Sworn officer who is OPOTC certified and has at least an Associates degree, but not a Bachelors degree.
Police Officer 3	Sworn officer who is OPOTC certified and has at least a Bachelors degree.

Note: All degrees must have been awarded by an accredited institution of higher education and must be verified by an official copy of the college transcript. Any officer who earns a degree after his/her initial hire may submit an official copy of his/her transcript or diploma to the Chief of Police with a written request to advance to the appropriate pay grade. Educational advancement may occur at any time, upon receipt of proper documentation.

33.3 Experience Steps

OPOTC certified police officers will be placed in step 1 upon initial hire, unless they qualify for advanced placement under the lateral entry program (see next section). Police officers who are initially placed in a step below step 5 will advance to the next step on the next July 1 after their date of hire, and will advance by one step on each subsequent July 1 until they reach step 5.

Police Cadets will be placed in step 1 upon completion of basic training and reclassification to Police Officer. They will advance to step 2 on the next July 1 after their reclassification, and will advance by one step on each subsequent July 1 until they reach step 5.

33.4 Lateral Entry

Newly hired police officers with prior police service will be eligible for advanced placement in the experience steps upon initial hire. Advanced placement will be assessed in accordance with, and subject to the limitations, outlined in this section. For the purposes of this section, the following terms are defined as follows:

A. Break In Service

Period of time in an officer's employment history during which s/he did not hold a sworn and commissioned police officer position of any type or description.

B. Continuous Prior Service

Prior Police Service which does not contain any breaks in service greater than twelve (12) months in duration.

C. Prior Police Service

Any service with a public or private employer in a full-time, part-time, or auxiliary (unpaid) position which: (1) required peace officer certification, and (2) included the power to effect physical arrests of the public, and (3) included the authority to enforce state and/or local laws.

D. Prior Service Credit (PSC)

The number of steps in the pay chart, beyond step 1, by which a new officer's prior police service qualifies him/her to advance, as described below.

To be considered for inclusion in the calculation of a new officer's prior police service, the prior service must have been continuous up to the officer's appointment at OUPD. Prior service at multiple agencies can be compiled for inclusion in the prior police service calculation, provided it is part of a continuous prior service history up to the officer's appointment at OUPD.

After the calculation of an officer's prior police service, the following table will be used to determine the officer's Prior Service Credit (PSC). An officer may qualify for PSC by meeting either the full time or the part time/auxiliary service

requirements listed in the table:

Full Time Prior Service	Part Time/Auxiliary Prior Service	Prior Service Credit (PSC)
None	None	0
Less than 2 years	Less than 5 years	+1
2 – 5 years	5 – 10 years	+2
More than 5 years	More than 10 years	+3

Following the determination of the officer’s PSC, that number will be added to step 1 to determine in which step on the pay chart the new officer will be placed (i.e. an officer with a PSC of +2 would be placed in step 3, which is step 1 +2). Prior service may include qualifying service earned in a state other than Ohio, provided it otherwise meets the conditions established in this policy. In such cases, the new officer will be paid at the step 1 rate while in the academy and will move up to the pay rate reflecting his/her Prior Service Credit, effective on the first day of the next bi-weekly pay period starting after his/her successful completion of OPOTA certification. Prior Service Credit may be assessed and applied to all new officers, regardless of the process by which s/he is hired (traditional, Rapid Hire, or any other process developed in the future).

33.5 Wage Increase

All employees covered by this Agreement will receive an equity adjustment to their hourly rate of one dollar (\$1.00) effective July 1, 2014 as reflected in Appendix A.

The hourly wage increase each year as reflected in Appendix A of the Agreement shall be as follows:

- 2% in FY 15 (effective July 1, 2014)
- 2% in FY 16 (effective July 1, 2015)
- 2% in FY 17 (effective July 1, 2016)

33.6 Working out of Rank and OIC pay

- A. If an employee is assigned to perform the duties of a higher paying classification for a period of one (1) hour or more, he/she shall receive the higher rate of pay for all time worked in the higher classification.
- B. The O.I.C. rate (i.e., the rate for working in the higher paying classification) shall be as follows:
 - 1. Police Officers in wage step 1, step 2 or step 3
 - 5% above the effective wage step rate
 - 2. Police Officers in wage step 4 and step 5
 - 7% above the effective wage step rate
- C. If an employee is assigned to perform the duties of a lower paying classification, he/she shall not suffer reduction in pay.
- D. The University shall not assign employees to continually perform the work of a higher paying classification for a period of less than one (1) hour for the purpose of avoiding payment of O.I.C. wages.
- E. Police Officers will be assigned to Officer in Charge and/or Field Training Officer duties as per departmental policy/ies.
- F. Employees will not be assigned to the same plus-rated position for more than one hundred and twenty (120) calendar days or more out of a one hundred and eighty (180) calendar day period, except in cases where an employee is being plus-rated to fill a position temporarily left vacant by an employee on an approved leave of absence, and it is expected that the absent employee will return to work.

Article 34: Retirement

34.1 Badge

Employees approaching retirement shall be presented with the badge worn during service to the community, department patch, service decorations and name plate suitably encased for presentation.

34.2 Department Identification

Employees who honorably retire from active duty may be permitted to retain their department identification. The Employer may exercise the option to stamp said identification with the term "Retired," and may also exercise the option to include language that indicates that the retiree's status as to firearms qualification.

34.3 University Seminars

Employees within retirement qualifications may attend University sponsored retirement, financial planning and seminars, and counseling at the Employer expense. Time spent in this activity will be considered time worked, and shall be compensated according to the wage article of this Agreement. Employees will not be eligible for overtime as a result of participating in this activity. The Employer may make any reasonable or necessary shift adjustments to accommodate the bargaining unit members' voluntary attendance to the specified retirement activities.

34.4 Individual Counseling

The University will schedule individual retirement counseling with OPERS representatives on campus, at the employer's expense for all eligible bargaining

Article 34: Retirement

unit members. Time spent in this activity will be considered time worked, and shall be compensated according to the wage article of this Agreement. Employees will not be eligible for overtime as a result of participating in this activity. The Employer may make any reasonable or necessary shift adjustments to accommodate the bargaining unit members' voluntary attendance to the specified retirement activities.

34.5 Purchase of Service Weapon

An employee who honorably retires from active duty may purchase his/her service weapon from OUPD. The cost of the service weapon shall be one dollar (\$1.00).

However, prior to the purchase of the service weapon, the Chief of Police must sign-off that the retiring employee does not have a known or suspected stress-related or psychological condition. If there is any question as to the employee-police officer's psychological condition, the Chief of Police will require that the employee-police officer provide current medical/psychological documentation.

Upon satisfaction that the employee police officer does not have a psychological condition precluding his/her safe use of the service weapon, the employee shall sign a waiver of liability form and give written acknowledgement of purchase and receipt of the service weapon.

Article 35: Copies of Contract

The Contract and its attachments shall be made available to the members of the bargaining unit in an electronic format by the University.

The parties shall assume individual responsibility for printing the Contract based on their own needs. The parties shall not be responsible for printing copies for the opposite party and/or its employees and members.

Article 36: Severability

If any Article or portion thereof of this Contract is found to be unlawful by any court of law, that Article or portion will be automatically terminated, but all other provisions of the Contract will continue in full force and effect. The parties agree to immediately reopen negotiations for the purpose of negotiating lawful alternative language of any Article or portion found to be unlawful.

Article 37: Scope of Bargaining

37.1 Complete Agreement

The parties acknowledge that during 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 agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

The provisions of the Agreement constitute the entire agreement between the Employer and the FOP/OLC and all prior agreements and policies, either oral or written, are hereby cancelled. Therefore, the Employer and the FOP/OLC for the life of this Agreement, each voluntarily and unequivocally waive the right, and each agree that the other shall not be obligated to bargain collectively or individually with respect to any subject or matter referred to or covered in the Agreement.

37.2 Midterm Changes

Unless otherwise specifically provided in this Agreement, no changes in this Agreement shall be negotiated during its duration unless there is written accord by and between the parties hereto to do so. Any negotiated changes, to be effective and incorporated in this Agreement, must be in writing and signed by the parties.

Article 38: Duration

This Contract shall continue in full force and effect for a period of three (3) years beginning July 1, 2014 to midnight June 30, 2017.

Should either party desire to modify or terminate this Contract, such party shall give notice pursuant to the State Employment Relations Board (OAC 4117-9-02) of its desire to modify or terminate at least ninety (90) calendar days prior to the termination date. If neither party gives notice of its intent to modify or terminate this Contract as provided herein, this Contract shall continue in full force and effect from year to year after June 30, 2017 subject to modification or termination by either party by written notice at least ninety (90) calendar days prior to June 30 of any subsequent year.

Appendix A: Wage Scale

<u>As of July 1, 2014</u>					
	1	2	3	4	5
Police Officer 3	\$23.74	\$25.16	\$26.67	\$28.27	\$29.97
Police Officer 2	\$23.50	\$24.91	\$26.41	\$27.99	\$29.67
Police Officer 1	\$23.27	\$24.67	\$26.15	\$27.71	\$29.38
Police Cadet	\$19.78				

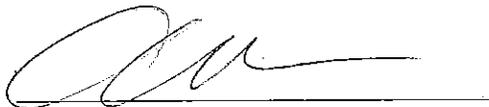
<u>As of July 1, 2015</u>					
	1	2	3	4	5
Police Officer 3	\$24.21	\$25.67	\$27.21	\$28.84	\$30.57
Police Officer 2	\$23.97	\$25.41	\$26.94	\$28.55	\$30.27
Police Officer 1	\$23.74	\$25.16	\$26.67	\$28.27	\$29.97
Police Cadet	\$20.18				

<u>As of July 1, 2016</u>					
	1	2	3	4	5
Police Officer 3	\$24.70	\$26.18	\$27.75	\$29.41	\$31.18
Police Officer 2	\$24.45	\$25.92	\$27.47	\$29.12	\$30.87
Police Officer 1	\$24.21	\$25.66	\$27.20	\$28.83	\$30.56
Police Cadet	\$20.58				

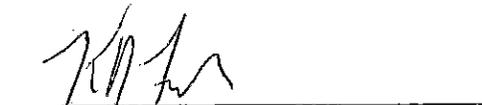
Execution

IN WITNESS WHEREOF, the parties hereto have duly executed this Contract on this 20th day of November, 2014 with the Contract effective July 1, 2014 to Midnight, June 30, 2017.

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



Andrea H. Johan,
Senior Staff Representative



Kevin Frith,
Negotiation Committee Member

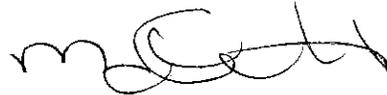


Brandon King,
Negotiation Committee Member



Timothy Woodyard,
Negotiation Committee Member

For Ohio University:



Michael J. Courtney, Director
Employee & Labor Relations



Andrew D. Powers, Chief
Ohio University Police Department