



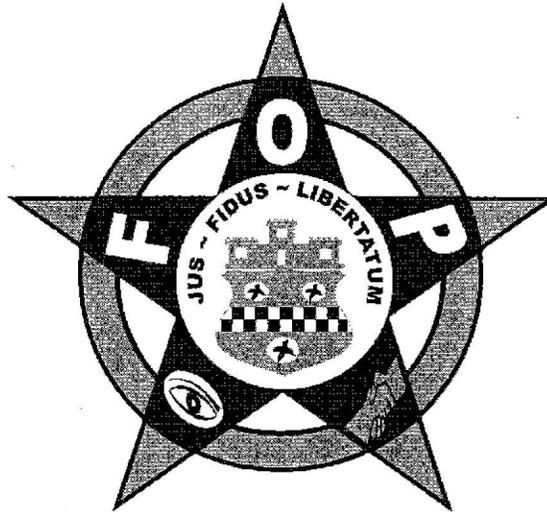
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AGREEMENT

BETWEEN

**THE FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL, INC.**

AND



CLEVELAND STATE UNIVERSITY

(L.E.O., 1, 2, 3)

**EFFECTIVE: January 1, 2015
EXPIRES: December 31, 2017**

AS PREPARED BY:

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ARTICLE 1
AGREEMENT

Section 1. Cleveland State University (herein called the "University") and Fraternal Order of Police/Ohio Labor Council, Inc. (herein called the "Union"), having engaged in discussions for the purpose of establishing harmonious employment relationships, acknowledge that this Agreement is designed to provide a fair and reasonable method by which employees covered by this Agreement can participate through their exclusive bargaining agent in the establishment of wages, hours, benefits, and terms and conditions of their employment and to establish an orderly procedure for the resolution of differences between the University and the members of the bargaining unit. As a result, the parties have agreed as follows:

- A. The University, the OLC, and the members of the bargaining unit recognize as desirable the objective of providing superior police service to both the public and the students of the University. The University recognizes its Police Department, specifically including the members of the bargaining unit, as best qualified to fulfill that objective and shall endeavor to fully utilize the bargaining unit members in providing police service within its jurisdiction;
- B. It is in the best interest of all parties to promote effective, respectful, and trusting relations between the University and the Union; and
- C. This Agreement totally integrates all wages, hours, terms, and conditions of employment existing between the parties, eliminating all past and existing practices. The wages, hours, terms, and conditions that exist between the parties are to be understood from no other source but this Agreement.

Section 2. The parties intend this Agreement to supersede any Ohio Revised Code provisions on these subjects. Where this Agreement is silent on a wage, hour, term or condition of employment, the University may act with discretion consistent with applicable law. Where no applicable law exists, the University reserves the right to act at its discretion.

Section 3. Whenever a male or female pronoun or adjective is used, it refers to persons of either gender.

Section 4. If by operation of law or by a court of competent jurisdiction it is found that any provision shall be of no further force and effect, the remainder of this Agreement shall remain in full force and effect for the Agreement term. The parties agree that should any provision of the Agreement be found to be invalid, they will attempt to negotiate replacement language on the same subject matter within thirty (30) calendar days.

ARTICLE 2
RECOGNITION

Section 1. The University recognizes the Fraternal Order of Police/Ohio Labor Council, Inc. as the bargaining representative for all persons holding full-time University positions in the

University Law Enforcement Officer (ULEO) classifications 1, 2 and 3 of the State of Ohio, including probationary officers, or in comparable classifications that may replace them, hereinafter referred to as member(s) or employee (s). For the duration of this Agreement, the University will recognize no other union as the bargaining representative for any individuals holding University positions in the University Law Enforcement Officer classifications 1, 2 and 3 of the State of Ohio, or in comparable classifications that may replace them.

Section 2. The University will continue to discuss matters of mutual concern with the Union with the objective of resolving issues and problems through the provisions of this Agreement and the grievance procedure contained herein.

In the event of legislation impacting upon any provision of this Agreement, the University and the Union will meet promptly to discuss the effect of such legislation upon this Agreement.

ARTICLE 3 MANAGEMENT RIGHTS

Section 1. The Union recognizes the University as the body of authority solely vested with the right to run the University. It shall have the right to take any action it considers necessary and proper to effectuate any management policy express or implied. Nothing in this Article shall be construed to restrict or to limit any management authority.

Section 2. Except as limited under this Agreement, the management rights include, but are not limited to, the right:

to manage and direct employees, including the right to select, train, hire, promote, transfer, assign, evaluate, retrain, layoff, recall; to reprimand, suspend, discharge, or discipline for just cause; to manage and determine the location, type, and number of physical facilities, type of equipment, programs, and the work to be performed; to determine the University's goals, objectives, programs, and services, and to utilize personnel in a manner determined by the University to effectively and efficiently meet those purposes; to determine the size and composition of the work force and each department's organizational structure, including the right to lay off employees from duty or to transfer employees among University sites; to promulgate and enforce work rules, University orders, policies, and procedures; to require employees to use or refrain from using specified equipment, uniforms, and other tools of duty; to determine the hours of work and work schedules; to determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained; to determine overtime and the amount of overtime required; to determine the University's budget and uses thereof; to maintain the security of records and other pertinent information; to determine the location of computers, satellites, and other facilities and equipment of the University; to determine the University's goals and mission; to determine the conduct and performance expected of an employee in an emergency situation; and to do all things appropriate and incidental to any of its rights,

powers, prerogatives, responsibilities, and authority, and in all respects to carry out the ordinary and customary functions of the administration.

Section 3. In addition, unless otherwise restricted by an express term of this Agreement, all rights are exclusively reserved by the University. Further, the exercise of any enumerated or reserved management rights shall not be subjects of negotiation.

Section 4. The University agrees not to contract out bargaining unit work except in case of special events (e.g., sporting events, concerts), emergency situations, or to provide adequate protection of University property (e.g., a University garage, an outlying building, especially valuable property, campus disruption). Under those circumstances, bargaining unit members will be provided the first opportunity to perform such available work.

ARTICLE 4 NON-DISCRIMINATION

Section 1. Both the University and the Union recognize their respective responsibilities for non-discrimination under federal and state constitutions, codes and statutes. Therefore, both parties hereby reaffirm their legal and moral commitments not to discriminate unlawfully in any manner because of a protected class. Specifically, it is understood that University policies prohibit discrimination/harassment toward individuals of the University community on the basis of race, sex (including pregnancy), religion, color, age, national origin, veteran and/or military status, genetic information, or disability and discrimination/harassment toward individuals for other reasons such as sexual orientation, gender identity and/or expression, marital status or parental status. The University and the Union agree to cooperate in efforts to conduct programs, services and activities in accordance with applicable federal (including Title IX of the Educational Amendments of 1972), state and local laws, regulations and orders and in conformance with University policies. The University will not tolerate discrimination/harassment of its faculty, staff or students by persons conducting business with or visiting the University, even though such persons are not directly affiliated with the University.

Section 2. The University and the Union agree that there shall be no discrimination in any form, including interference, restraint, intimidation, or coercion, related to the free exercise of the following rights of a University employee:

- (1) To be a member of a union or employee organization;
- (2) To not be a member of a union or employee organization;
- (3) To provide support to a union or employee organization;
- (4) To not provide support to a union or employee organization.

Section 3. The Administration affirms its established policy of non-discrimination in employment (appointment, promotion, tenure, layoff, etc.). The Administration declares its determination to actively recruit, retain, and promote qualified women, minorities, veterans and individuals with disabilities.

Section 4. The University and the Union agree that any claims of discrimination/harassment shall not be processed through the grievance procedure set forth in this Labor Agreement. Such complaints shall be made and heard according to the Office for Institutional Procedures for Investigating Complaints of Discrimination and Harassment.

ARTICLE 5
NO STRIKE - NO LOCKOUT

Section 1. The University and the Union subscribe to the principle that any and all differences arising under this Agreement should be resolved by peaceful and appropriate means without any interruption of the University programs and operations. Therefore, the Union agrees that during the term of this Agreement it shall not directly or indirectly call, authorize, instigate, engage in, support, encourage, ratify, assist in any way, or sanction any strike, picketing, hand-billing, sympathy strike, slowdown, work stoppage, sick out, or any interruption or interference with the normal operations of the University. Further, the Union agrees that after the expiration of this Agreement it shall not directly or indirectly call, authorize, instigate, engage in, support, encourage, ratify, assist in any way, or sanction any strike, picketing, hand-billing, sympathy strike, slowdown, work stoppage, sick out, or any interruption or interference with the normal operations of the University, except as provided by and in conformance with the State Employment Relations Board.

Section 2. In addition, no member of the bargaining unit shall instigate or participate, directly or indirectly, in any strike, picketing, hand-billing, sympathy strike, slowdown, work stoppage, sick out, or any interruption or interference with the normal operations of the University. Violation of this provision shall be just cause for disciplinary action at the University's sole discretion. The sole question of whether a bargaining unit member has engaged in any conduct prohibited by this provision is reviewable through the grievance process.

Section 3. In the event any violation of this Article occurs, upon notice from the University, the Union shall actively discourage and endeavor to prevent or terminate any violation of this provision by using its best efforts to immediately notify all bargaining unit members that the strike, picketing, hand-billing, sympathy strike, slowdown, work stoppage, sick out, or other interference with normal University operations is prohibited and is not in any way sanctioned or approved by the Union. Furthermore, the Union shall use its best efforts to immediately advise members of the bargaining unit to return to their duties at once.

Section 4. The University agrees that during the term of this Agreement it shall not lock out any bargaining unit members covered by this Agreement, except as provided by and in conformance with the State Employment Relations Board.

ARTICLE 6
CHECKOFF

Section 1. The University will deduct any initiation fees and dues levied in accordance with the Constitution and Bylaws of the Union from the pay of members of the bargaining unit upon receipt from the Union of individual signed authorization cards executed by the member for that

purpose and bearing his signature. In the event that the authorized monthly deduction amount is to be changed, then the Union shall notify the University in writing at least thirty (30) days prior to the requested effective date of the change.

Section 2. An employee shall have the right to revoke such authorization by giving written notice to the University and the Union at any time during the thirty (30) day period preceding the termination of this Agreement, and the authorization card shall state clearly on its face the right of an employee to revoke during that period. The University's obligation to make deductions shall terminate automatically upon timely receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit.

Section 3. All authorized deductions will be made from the member's pay on a regular monthly basis in the first paycheck of the month. All deductions shall be transmitted to the Union no later than the 15th day following the end of the month in which the deduction is made together with a list of the members of the bargaining unit paying such dues or fees by payroll deduction, and upon receipt, the Union shall assume full responsibility for the disposition of all funds deducted.

Section 4. All dues withheld by the University shall be paid to the FOP, Ohio Labor Council, Inc., 222 East Town St., Columbus, Ohio, 43215.

Section 5. The Union shall indemnify and hold the University, its employees, its officers, the Board of Trustees, and any of its agents harmless against any and all claims, demands, suits, and other forms of liability that may arise out of, or by reason of, action taken or not taken by the University for the purpose of complying with any of the provisions of this Article, or in reliance on any notice or authorization form furnished under any of the provisions of this Article.

Section 6. Fair Share Fees

A. Pursuant to R.C. 4117.09 (C), all employees who are covered by the Agreement, who are not members of the Union, and who have been employed by the University for sixty (60) days or more shall pay a fair share fee not greater than the dues paid by members of the Union. Said fair share fee shall be paid by payroll deduction as provided in this Article. The amount of the fair share fee shall be certified to the University by a representative of the Union prior to the effective date in any change in that amount. The amount of the fair share fee shall be changed at the same time that the amount of the monthly dues is changed.

B. The University and the Union agree that if any legal challenge is made to the terms of this Section, both parties will defend its validity until there is a final judgment of the highest court or other tribunal to which the matter may be pursued. The Union agrees that its counsel will be the lead counsel during any such litigation, and the University agrees that its counsel will fully cooperate in such litigation.

C. The Union represents to the University that:

1. An internal advanced fee reduction procedure has been established in accordance with Section 4117.09 (C) of the Revised Code.

2. A procedure challenging the amount of the fair share fee has been established and will be given to each bargaining unit employee who does not join the Union.
3. Such procedure and notice shall be in compliance with all relevant state and federal laws and the Constitutions of the United States and the State of Ohio.

D. Annually, the Union shall provide the University, within thirty (30) days after communicating with fair share fee payers, if any, a copy of each communication, if any, relating to the deduction of fair share fees, provided, however, that the Union may delete any information which sets forth amounts of monies the Union spends in various categories or other specific information not necessary to comply with constitutional requirements.

ARTICLE 7 RIGHTS OF MEMBERS

Section 1. A member shall have the right to file a grievance and have such grievance adjusted without intervention by a representative provided the adjustment is not inconsistent with the terms of this Agreement.

The presence or participation of a representative at a member's hearing or other grievance procedure action shall be at the request of the member. A duplicate copy of any written decision in response to the member's grievance will be provided for the representative at the request of the member.

ARTICLE 8 OHIO LABOR COUNCIL/FOP ACTIVITIES

Section 1. The bargaining unit shall be represented by a Bargaining Committee of not more than three (3) members, and one (1) alternate, from the bargaining unit Bargaining Committee. Members shall be allowed reasonable time off during their regularly scheduled working hours solely to participate in collective bargaining meetings with the University without loss of pay. Said employees shall be available to answer calls. Unless otherwise provided elsewhere in the Agreement or unless otherwise expressly agreed to by both the Union and the Chief of University Police, Bargaining Committee Members shall perform other duties for other bargaining unit members on non-working time. If so agreed, any time granted during working hours to the Bargaining Committee Member shall not result in a loss of payor benefits.

The University shall make reasonable provisions for authorizing vacation or other leave for members to attend Union functions.

ARTICLE 9
SAFETY

Section 1. The University will continue to promote safe conditions for all employees of the University. The University will keep the membership advised as to the identity of the Director of Environmental Health and Safety or designee upon request.

Section 2. The University and Union agree that the safety of all its employees and its students is a matter of highest importance, and that each will promote and encourage safety in all matters, including safe working conditions. Careful observance of safe working conditions and University safety rules is a primary responsibility of all employees, and the Union and the University will cooperate in encouraging employees to observe applicable safety laws, rules, and practices which may include the wearing of personal protective equipment and mandatory attendance at required training sessions. Employees and supervisors who fail to follow safety rules, or cause other employees not to follow them, may receive disciplinary action.

Section 3. Officers are encouraged to report any condition or practice which may be unsafe to the University Director of Environmental Health and Safety or designee for prompt consideration and attention, in addition to complying with Police Department procedures. The University will keep the membership advised as to the identity of the Director of Environmental Health and Safety or designee upon request.

A. **Substance Abuse Testing:** In addition, the Union and the University agree that another means of providing for the safety of members of the bargaining unit as well as all others on campus is to make certain that ULEOs are not abusing alcohol, prescription drugs or prohibited substances. Therefore, the Union and the University agree to the following:

- 1) **Policy Statement:** Both the University and the Union recognize illegal drug usage and workplace alcohol abuse/misuse as a threat to the public's safety and welfare as well as to the employees of the Police Department. Thus, the Department will take the necessary steps, including drug and alcohol testing, to maintain a drug/alcohol free workplace. The goal of this policy is education, prevention and rehabilitation rather than discipline.
- 2) **Definitions:**
 - a) "Illegal Drug" means any controlled substance as defined in the Ohio Revised Code, including cannabis, and ecstasy.
 - b) "Illegal Drug Usage" means the use of cannabis, ecstasy or any controlled substance that has not been legally prescribed and/or dispensed, or the abusive use of a legally prescribed drug.
 - c) "Drug Test" means a urinalysis test employing a gas chromatography/mass spectrometry (GC/MS) test utilizing urine samples collected according to chain of custody procedures that

are consistent with the United States Health and Human Services (HHS) guidelines which shall be followed for all samples taken.

- d) "Misuse of Alcohol" means the use or possession, on duty or within the eight (8) hour period before a shift begins, of ethyl, methyl or isopropyl alcohol in violation of this policy.
 - e) "Alcohol Test" means a test selected and certified under Federal Standards. An initial positive level of .02 grams per 210L of breath shall be considered positive for purposes of authorizing the conduct of a confirming alcohol test. If initial screen results are negative, i.e., below the positive level, testing shall be discontinued, all samples destroyed and records of the testing expunged from the employee's personnel file. Only employees with screen test results that are positive on the initial screen shall be subject to confirmation testing for alcohol. With respect to confirmation testing, a positive alcohol level shall be .02 grams per 210L of breath. If confirmatory breath testing results are negative, i.e., below the positive level, all records of the testing shall be expunged from the employee's personnel file.
- 3) Notice and Education of Employees Regarding Drug/Alcohol Testing: All new employees will be informed of the University's drug/alcohol testing policy when initially hired. Employees will be provided with information concerning the impact of the use of drugs/alcohol on job performance. In addition, the employer will inform the employees of the manner in which these tests are conducted, the reliability of the tests performed, under what circumstances employees will be subject to testing, what the tests can determine, and the consequences of testing positive for the use of illegal drugs and alcohol abuse/misuse. No employee shall be tested under this policy until this information has been provided.
- 4) Random and Reasonable Suspicion Testing: Employees during their normal tour of duty are subject to Random Drug/Alcohol Testing, effective after the employee education process (as stated above) is completed. Such tests shall be reasonably spread throughout the year. Employees notified of their selection for Random Drug/Alcohol Testing shall proceed immediately to the collection site.

If there is a reasonable suspicion to believe an employee's work performance is impaired due to drug or alcohol abuse, the Employer will require the employee to undergo a medical test consistent with the conditions as set forth in the University's Substance Abuse Testing Procedures.

- 5) Urine Samples: Samples from employees subject to drug/alcohol testing shall be taken in a medical setting and conform to HHS guidelines. The testing procedures should not demean, embarrass or cause physical discomfort to the employee tested.

Each step in the collection and processing of the urine specimen shall be documented to establish procedural integrity and chain of evidence. The employee will complete a form indicating the use of all drugs currently being taken and identifying the prescribing physician.

The employee designated to give the sample must be positively identified prior to any sample being taken.

Specimen samples shall be sealed, labeled, and checked against the identity of the employee to ensure that the results match the employee tested. Samples shall be stored in a secure and refrigerated atmosphere until tested or delivered to the testing lab.

An employee shall be entitled to consult with a Union Representative before testing is administered providing the test is not delayed beyond the time that the test results would be disqualified due to timeliness under the University's Substance Abuse Testing Procedures.

- 6) Testing Procedure: The laboratory selected by the University to conduct the analysis will be certified under federal (HHS) regulations and must be experienced and capable of quality control, documentation, chain of custody, technical expertise, and demonstrated proficiency in urinalysis testing. The testing process phase shall consist of a two (2) step procedure.

a. Initial screening step, and b. Confirmation step.

The urine sample is first tested using a screening (EMIT) testing procedure. A specimen testing positive will undergo an additional confirmatory test employing gas chromatography/mass spectrometry (GC/MS). An initial positive report will not be considered positive; rather, it will be classified as "confirmation pending." Where a positive report is received, urine specimens shall be maintained under secured storage for a period of not less than one (1) year. If a sample is reported by the testing agency to have been intentionally tampered with or is shown to contain a substance other than urine that distorts the test result, the offending employee will be disciplined up to and including termination, and will be subject to random testing. Prior to being reported, all test results shall be evaluated by suitable, trained medical or scientific personnel. All unconfirmed positive test records shall be destroyed by the laboratory. Test results shall be treated with the same confidentiality as other employee medical records. Test results used as evidence for disciplinary

actions shall be treated with the same confidentiality. Any employee who tests positive for drugs and/or alcohol will be given the opportunity to review the tests, and, if desired, reasonable opportunity to rebut the results.

- 7) Rights to Appeal: An employee disciplined as a result of a drug/alcohol test has the right to challenge such a discipline beginning at Step 2 of the Grievance Procedure.
- 8) Voluntary Participation in a Dependency Program: Employees who are drug/alcohol dependent are encouraged to voluntarily seek professional assistance through a treatment program supervised by the University's Employee Assistance Plan. Voluntary assistance should be sought before the drug/alcohol abuse affects job performance or endangers fellow employees, students or members of the public.
 - a) On a one (1) time basis only, an employee who voluntarily seeks professional assistance through a treatment program before there is reasonable suspicion that the employee is using, or under the influence of, drugs or alcohol, or before the employee is directed to submit to a random test, shall not be disciplined. Such employee shall be permitted to take a leave of absence not to exceed thirty (30) days to enter an inpatient drug treatment program. The leave of absence shall be without pay, except that the employee shall be permitted to use any accumulated paid sick leave, compensatory time, or vacation time during such leave of absence.
 - b) Participation in the Employee Assistance Plan (EAP) is voluntary and strictly confidential. The University, the Police Department or any unit or entity within, shall not have access to EAP files or records. However, the Chief of University Police, or designee shall be advised when an employee is hospitalized or is an outpatient as part of drug dependency rehabilitation. Also, upon written request of the participating employee, efforts at rehabilitation shall be divulged on his/her behalf in cases of disciplinary action.
 - c) Should permission to return to duty following rehabilitative treatment be granted, the employee shall be required to actively continue in a recognized drug/alcohol treatment program monitored by the EAP and shall be required to undergo random drug/alcohol testing, without notice or limitation upon frequency, for a two (2) year period from the date of return to duty.
- 9) Conflict with Other Laws: This policy is not intended to supersede any existing state or federal laws or waive any constitutional rights that an employee may be entitled to under the state or federal constitutions.

B. Health and Safety Committee. The University shall convene a campus-wide Health and Safety Committee. The committee shall be composed of one (1) member and one (1) alternate selected by each of the following constituencies: University Administration, Faculty of the College of Law, CSU-AAUP, Non-Bargaining Unit Professional Staff, SEIU-District 1199, Non-Bargaining Unit Classified Staff, CWA Local 4309 and FOP-OLC. The committee shall be chaired by the Director of Environmental Health and Safety. The committee shall meet every other month for two (2) hours of release time unless otherwise mutually agreed. The parties shall mutually agree on the date, time and place of the meetings. At any time, the parties may mutually agree that there is no need for the committee to meet or that more frequent meetings are necessary.

ARTICLE 10
UNION REPRESENTATIVES AND OFFICERS

Section 1. The Union will furnish the University with the names of its local representatives and officers (hereafter "Associates") so that the University may at all times be advised as to the authority, if any, of the individuals with whom it may be meeting.

Section 2. The Employer will compensate one (1) Associate at the normal rate for a reasonable amount of time spent consulting with a potential grievant, drafting the grievance and filing it as set forth in this Agreement. The Employer will compensate two (2) Associates at the normal rate for time spent in the grievance hearing and at any non-grievance meetings during the Associate's regularly scheduled working hours at which the Employer requests an Associate to be present. The Associate will always be available to respond to a call to duty.

Section 3. The University shall provide furnished space at the University at no cost to the Union to be utilized by the Union for an office. The office shall be wired for two (2) computer ports. The University shall provide free local phone service and equipment. The Union shall be allowed to establish up to three (3) phone mail distribution lists through telecommunication services. The University's phone mail system shall be made available on the Union's campus extension line. At no cost to the Union, the Union will be provided with: an e-mail account, a link for maintaining a web page accessible on the World Wide Web, a cable connection to the University computer network, a listing of the Union's office telephone numbers in the University Faculty/Staff Directory with the name: "FOP/Ohio Labor Council."

Section 4. The University will provide daily parking permits to no more than one (1) union representative per year.

Section 5. The University will provide to all members of the bargaining unit a copy of this Agreement.

ARTICLE 11
LABOR/MANAGEMENT COMMITTEE

Section 1. A Labor/Management Committee shall be established to discuss matters of mutual concern within the University.

Section 2. The Committee shall consist of not more than three (3) representatives of the University and not more than three (3) representatives of the Union. An FMCS mediator may be requested to attend if both the Union and the University agree.

Section 3. The parties shall meet upon request of either party within reasonable time after the request is made at a time mutually agreed, but not less than once per year. The meeting will be during working hours unless otherwise expressly agreed to by both the Union and the Chief of University Police or his designee. If so agreed, any meeting held under this procedure during the working hours of the involved parties shall not result in a loss of pay or benefits. Any members attending such meetings shall be available to respond to departmental needs. Before any meeting is scheduled, a written agenda containing a description of the topics to be discussed must be submitted within five (5) working days by either the Union or University to the other party. The University will prepare and serve upon the Union a copy of the minutes of the meeting setting forth all agenda items discussed.

Section 4. The results of such meetings shall neither alter the provisions of this Agreement nor be construed as continued negotiations on terms and conditions as set out in this Agreement.

ARTICLE 12
GRIEVANCE PROCEDURE

Section 1. It is mutually understood that the prompt presentation, adjustment and/or answering of grievances is desirable in the interest of sound relations between the employees and the University. The prompt and fair disposition of grievances involves the important and equal obligations and responsibilities, both joint and independent, on the part of the representatives of each party to protect and preserve the Grievance Procedure as an orderly means of resolving grievances.

Section 2. A grievance, under this procedure, may be brought by the Union, the University, or any bargaining unit member.

Section 3. For purposes of this Section, "working days" shall be defined as Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m. A grievance is defined as a dispute or difference between the University and the Union, or between the University and/or member(s), concerning the wages, hours, benefits, terms, and working conditions set forth in this Agreement, the interpretation and/or application of and/or compliance with any provision of this Agreement, including all disciplinary actions. When grievances arise, the following procedure shall be observed, except that discipline involving suspension or discharge shall be initiated at Step 2 below within ten (10) working days of the disciplinary action:

Step 1. The member(s) and the Chief or designee may meet informally to attempt to work out the grievance on an informal basis. If not resolved informally, the grievant shall, within ten (10) working days from when the grievant reasonably should have been aware of the event causing the grievance to be filed, file a written grievance with the Chief of the Department or designee. The Chief or designee will meet with the grievant and/or the Union Representative within seven (7) working days following receipt of the grievance to discuss the grievance and listen to the grievant's explanation. The Chief or designee shall issue a written response within seven (7) working days after the meeting. The written grievance shall identify the act or conduct that allegedly supports the grievance, the contract section that was allegedly violated, and the relief requested.

Step 2. If the grievance is not satisfactorily settled in Step 1, the employee and/or Union may appeal the Step 1 answer to the Vice President of Business Affairs and Finance (Vice President or designee) within seven (7) working days after receipt of the Step 1 response. Such appeal shall be in writing. The Vice President or designee shall schedule a grievance meeting with the member(s) and/or a representative of the Union, within seven (7) working days after receipt of the appeal. At this meeting, the grievant or Union representative will be permitted to explain the grievance and the Vice President or designee will accept any documentary evidence introduced to support the grievance. The Vice President or designee will consider this evidence, along with all other evidence in the file, and shall issue a written decision to the aggrieved member within seven (7) working days after the close of the meeting.

If the grievance involves a demotion, suspension, or termination, the Step 2 grievance will be heard by the Vice President. At this meeting, the grievant and/or Union representative will be permitted to present evidence or testimony, and introduce evidence in support of the grievance. The Vice President will consider the evidence and issue a written decision within seven (7) working days after the meeting.

Step 3. If the grievance is not satisfactorily settled in Step 2, the Union may submit the matter to binding arbitration by so notifying the Police Department Chief or designee, in writing, within thirty (30) working days following the date the grievance was answered in Step 2 of the grievance procedure. The parties shall proceed to arbitration pursuant to the following procedure.

Section 4.

(a) Within twenty (20) days of the Chief's receipt of the Notice to Arbitrate, the parties shall choose an arbitrator from the following panel: 1) James Mancini; 2) Jonathan Klein; 3) Harry Graham; 4) David Pincus; 5) Rob Stein; 6) Dennis Byrne; and, 7) Richard Sambucco. The arbitrator will be chosen by the strike method and the matter shall proceed in accordance with the applicable rules and regulations of the American Arbitration Association. The fees and expenses of the arbitrator shall be borne by the losing party.

(b) In the event a grievance goes to arbitration, the arbitrator shall have jurisdiction only over disputes arising out of grievances as to the interpretation and/or application of the provisions of this Agreement (including disciplinary actions to the extent permitted herein), and/or compliance with the provisions of this Agreement. In reaching a decision the arbitrator

shall have no authority (1) to add to, subtract from, or modify in any way any of the provisions of this Agreement; (2) to pass upon issues governed by law; or (3) to make an award in conflict with law.

Section 5. Any grievance in Steps 1 through 3 that is not processed in a timely manner by the Union shall be considered withdrawn. Any grievance in Steps 1 through 3 that is not processed in a timely manner by the University shall be deemed to have been appealed to the next step. It is not the University's intent to not respond to grievances. The University and the Union may, by mutual agreement, waive any steps in the grievance procedure in order to expedite the processing of a grievance.

Section 6. The Grievance Procedure set forth herein shall be the exclusive method of reviewing and settling grievances between the University and the Union and/or between the University and a member(s), and by this procedure, the Union and members waive the right to litigate or resolve such grievances in any other forum or by any other procedure. The decision of the Arbitrator and all grievance settlements reached by the Union and the University shall be final, conclusive, and binding on the University, the Union, and the employees. A grievance may be withdrawn by the Union at any time.

Section 7. Grievances at Steps 1 and 2 shall be heard during University business hours. Any meeting required under this procedure held during the working hours of the grievant shall not result in a loss of pay or benefits.

Section 8: If a grievance is related to a claim of sexual discrimination or harassment of a student, or a claim of sexual violence that occurs on or near campus, both the complainant and respondent to that claim will receive notice of hearings and outcomes at the same time, and both parties may, with one support person, participate in hearings. The complainant will have equivalent rights to appeal as the respondent, including to appeal if he or she believes sanctions are too light. The resolution of the grievance may be altered as a result of such appeal.

ARTICLE 13 RESPONSIBILITIES AND DISCIPLINARY ACTION

Section 1. Each University Law Enforcement Officer is responsible for self-discipline. If an officer is unwilling or unable to discipline him/herself, disciplinary action becomes the responsibility of the University. The purpose of corrective disciplinary action is to impress upon the officer the seriousness of his misconduct in an attempt to help him/her correct it.

Section 2. No member shall be disciplined except for just cause. Disciplinary action shall be issued in a progressive manner taking into consideration the relevant factors, including the member's disciplinary history, the seriousness of the violation, and mitigating circumstances. When an employee is charged with gross misconduct, insubordination or has committed/been charged with a crime, the Police Chief may determine that a different sequence is required, and under those appropriate circumstances, the University may bypass one (1) or more disciplinary steps and/or immediately discharge a member.

Section 3. If misconduct of a member requires corrective disciplinary action, the immediate supervisor or the Chief of the University Police or his/her designee may reprimand the officer either orally or in writing, or note the misconduct in the officer's performance evaluation. More severe disciplinary action can only be authorized by the Chief of the University Police or designee. No act of disciplinary reduction, suspension, or discharge shall be taken except for just cause.

Section 4. The University encourages the members to permanently correct their behavior immediately upon receipt of a verbal reprimand, a written record of infraction, or a suspension. If a written record of infraction, reprimand, or suspensions of less than three (3) working days is followed by eighteen (18) months of service from the date of the infraction, which are free of subsequent reprimands or written records of infraction, the misbehavior will be considered corrected and the reprimand or record of infraction will be considered as no longer in effect and shall not be used in the issuance of progressive discipline.

Section 5. A suspension of three (3) or fewer working days will not become effective for at least five (5) working days following the date notice is received by the member, provided the member is not on unapproved absence from work when the notice becomes available. A suspension of three (3) working days or less shall cease to have force and effect if followed by eighteen (18) months of service from the date of the infraction with no further infractions occurring during that service time. The misbehavior will be considered corrected, and the record of infraction will be considered as no longer having progressive implication for future discipline. However, in the event that the suspension is four (4) days or more, it may be used by the University in a disciplinary proceeding to: rebut a claim of mitigation of a disciplinary penalty; impeach an employee's credibility; or establish a pattern of conduct, motive, opportunity, intent, preparation, plan, knowledge, identity, or absence of mistake or accident.

Drug/Alcohol Violations.

- a) An employee who is found to be possessing or selling, or is found to be using, or under the slightest influence of, illegal drugs or prescription drugs that have not been prescribed to that employee, regardless of whether such possession, sale, or influence occurs during or outside of the employee's course and scope of employment, shall be terminated.
- b) An employee who tests positive for the first time for alcohol or is deemed to be under the influence of alcohol and subsequently fulfills the obligations under Article 9, Section 8 above, "Voluntary Participation in a Dependence Program," shall be disciplined. The scope of such discipline shall be determined on a case-by-case basis but shall not exceed a suspension of ten (10) working days. Employees must participate in the Voluntary Dependency Program in order to take advantage of the foregoing limitations on discipline. An employee who tests positive for alcohol for a second time or is deemed to be under the influence of alcohol, within a three (3) year period from the first positive test or determination shall be terminated.

- c) An employee who is found to be abusing drugs that have been legally prescribed to that employee shall be allowed to enter a substance abuse rehabilitation program and shall not be terminated on the first instance of illegal drug use. The scope of discipline of such employee shall be determined on a case-by-case basis but shall not exceed a suspension of ten (10) working days. An employee who is found for a second time to be abusing drugs that have been legally prescribed to that employee within a three (3) year period from the first instance shall be terminated.
- d) An employee who, after returning to duty following voluntary rehabilitative treatment before being directed to submit to a random test under Article 9, Section 8(a), tests positive at any time for illegal drugs, or prescription drugs that have not been prescribed to that employee, or who tests positive for alcohol, or is deemed to be under the influence of alcohol, within a two (2) year period following the rehabilitative treatment shall be terminated.
- e) Refusing or failing to submit to a drug/alcohol test or the adulteration of, or switching of a urine sample shall also be grounds for immediate discharge.

In the event the University's Police Department makes any revisions in its disciplinary procedure, the Union shall be permitted the opportunity for discussion prior to any implementation.

ARTICLE 14 SENIORITY

Section 1. An officer's uninterrupted full-time service with the University Police Department shall constitute his/her seniority. An officer shall have no seniority during his/her first probationary period with the University.

Section 2. Upon successful completion of the probationary period, an officer's seniority shall be retroactive to his date of hire. An officer's seniority date will be provided upon request. Part-time service to the University as a part-time University police officer shall be prorated as service credit for purpose of vacation and scheduling time off. Seniority tiebreaker shall be based on the individual's ranking on the University police civil service exam.

Section 3. An officer's seniority shall terminate when he:

- 1. Retires or resigns;
- 2. Is discharged for cause;
- 3. Is laid off for a period of more than twenty-three (23) consecutive months; or
- 4. Fails to respond to a written notice to return to work within five (5) days.

An officer's state service shall be unaffected by these provisions. A seniority list shall be posted each year on the bulletin board.

ARTICLE 15
LAYOFF-RECALL

Section 1. Procedures for the layoff and recall of members shall conform to the provisions of the Ohio Revised Code. The University shall provide to the FOP-OLC Staff Representative, upon request, a list of member employees available for recall in each classification involving layoffs. The list will be arranged in descending retention point order.

Section 2. Bargaining unit members shall remain eligible for recall from the layoff list for up to twenty-three (23) months from time of layoff, provided the member maintains his/her certification. The University shall recall employees from the layoff list in reverse order in which the members were laid off. Notice of recall shall be sent to the employee by certified mail with a copy to FOP/OLCI and shall contain a date to return to work which shall not be less than ten (10) work days from employee's receipt of mailing. The University shall be deemed to have fulfilled its obligation by mailing the recall by certified mail. The employee's notification of intent to return to work must be communicated to the Police Chief within five (5) work days of receipt of the recall notice. The employee must report for work by the date set forth in the recall notice or forfeit his/her right to return to duty.

ARTICLE 16
PERSONNEL FILES

Section 1. The official University personnel file for each member shall be maintained by the Department of Human Resources Development and Labor Relations. A member or his/her University superior may review the member's personnel file or obtain copies of items contained therein, to the extent authorized by statute, upon request during normal business hours.

Section 2. An individual who is not the member or his/her University superior is required to provide a written and signed request to review a member's personnel file. The University shall make a prompt and reasonable effort to notify a member of any such request. No review or copies shall be provided for a period of at least seventy-two (72) hours following presentation of the written request unless specifically authorized by the member himself. Any release of information shall be in accordance with the Ohio Revised Code. Any such request directed to the Police Department shall be referred to the Department of Human Resources Development and Labor Relations.

A member may add written information or opinion to his/her personnel file if his/her written and signed request to do so is included.

ARTICLE 17
PERFORMANCE EVALUATION

Section 1. The performance of each University Law Enforcement Officer will be reviewed at least twice before completion of the probationary period. Thereafter, an annual evaluation will be made by the law enforcement officer's supervisor, followed by a review by the next level supervisor. If the officer's supervisor and the next level supervisor disagree on the final

evaluation, the issue will be resolved by the Chief. An employee who disagrees with the Chief's decision on his/her overall performance evaluation rating may request a review by Human Resources. The employee must submit a written statement detailing the basis for his/her challenge with any relevant documentation supporting the claim. Human Resources will review the submission and take whatever remedial action may be warranted, if any. The employee's written statement must be submitted not later than ten (10) work days following e-mail notification of the second level supervisory approval (the employee's supervisor's supervisor) of the evaluation.

Section 2. The results of the performance evaluation process, including the individual and overall rating scores and eligibility for any merit award based on the scores, shall not be subject to the grievance and arbitration provisions of this Agreement. However, grievances involving the procedure for reaching the final evaluation are grievable through arbitration.

Section 3. All evaluations leading to the final evaluation shall not be altered and will be maintained by the University Police Department. The primary purpose of the annual performance evaluation is both to review the law enforcement officer's performance and to provide an opportunity for discussion between a law enforcement officer and his supervisor. This evaluation will be discussed with the law enforcement officer. A law enforcement officer may file a written objection to the Police Chief for the modification of a rating that he/she feels is unwarranted within ten (10) days after receiving the evaluation.

Section 4. Each evaluation is retained in the law enforcement officer's personnel file and is reviewed when the officer is under consideration for promotion or transfer.

Section 5. The law enforcement officer may attach a written rebuttal to the completed performance evaluation with electronic signature on the rebuttal. The law enforcement officer may include an objection in the performance review portion in the Employee Comment Box located in the overall rating section.

Section 6. A law enforcement officer who receives an unsatisfactory performance rating during the probationary period may be removed or demoted for just cause in accordance with the Ohio Revised Code and Ohio Administrative Rules. At any time, a law enforcement officer or former officer may request and receive a copy of any performance evaluation in his/her personnel file provided the evaluation has been signed by the officer and his/her supervisor.

Section 7. The Police Department will schedule each newly appointed law enforcement officer supervisor who is responsible for evaluating the performance of subordinates with formal training sufficient to fulfill that responsibility prior to the time a subordinate is evaluated. All law enforcement officer supervisors will undergo retraining on an as needed basis.

ARTICLE 18

PERMANENT PROMOTIONS AND VACANCIES – JOB BIDDING

Section 1. All promotions and reclassifications of officers shall conform to the applicable provisions of the Ohio Revised Code and the Ohio Administrative Rules to ensure fair, equitable,

and consistent consideration for all officers. Any proposed changes in a parenthetical to a job title shall be negotiated with the Union and shall apply across the board uniformly to all members of the bargaining unit with the same title; said change will encompass all terms and conditions of employment. Members may provide constructive written recommendations through the FOP-OLC to the Police Chief.

Section 2. When a non-supervisory vacancy occurs in a division of the department and the Chief intends to fill the position, a notice of vacancy shall be posted on the bulletin boards where employee notices are usually posted for fourteen (14) calendar days prior to filling the vacancy. Written application must be received by the close of business on the last regular business day (Monday-Friday) prior to the end of the fourteen (14) calendar day period. The posting shall contain a description of the position to be filled, basic and special qualifications required, and work shift. Vacancies shall be awarded in accordance with the following:

1. a) The candidate meets the minimum qualifications as set forth in the state specifications for the vacant position; and
b) the candidate's grade on the examination administered by the University meets at least the passing score.
2. A review of the candidate's job performance, attendance, disciplinary record and commendations within the Department;
3. Review of the candidate's relevant work experience (internal and external), additional skills & abilities, and supervisory recommendations/comments;
4. Seniority in grade;
5. Completion of an assessment center, if applicable; and
6. The rank order of the candidates' examination scores.

Each applicant will be considered using the selection criteria to determine which applicant is best qualified to perform the duties of the position set forth in the notice of vacancy. If there are no applicants, the University may appoint the least senior member to the vacancy.

Section 3. The successful applicant(s) must complete a one hundred twenty (120) calendar day probationary period to demonstrate ability to perform the requirements of the position. A performance evaluation shall occur on or about the sixtieth (60th) day and before the one hundred twentieth (120th) day. Should the performance of a successful applicant be considered unsatisfactory as indicated by the Police Chief and the supervisor's written performance evaluations, the employee shall be subject to reassignment (position and shift) solely at the discretion of the Police Chief.

Section 4. The opening due to reassignment of a successful applicant who failed the probationary period may be filled by the employee considered second during the initial posting process. If none exists, the position shall be posted in accordance with this Article.

Section 5. Nothing in this Article shall limit or interfere with the Employer's right to declare a vacancy for reasons of attrition, the creation of a new or additional position, the failure of an incumbent employee to satisfactorily perform the requirements of a position, or the Employer's right to make temporary reassignments as necessary to fill the vacancy pending the posting process.

Section 6. The Police Chief may temporarily reassign a member, for a period not to exceed ninety (90) calendar days.

Section 7. Temporary reassignments are not considered in Section 1 of this Article for the purpose of evaluating an employee to qualify for a vacancy, unless such temporary reassignment has been worked by all members requesting to fill the vacancy.

ARTICLE 19 **JOB CLASSIFICATION**

Section 1. Officers shall be assigned to perform duties appropriate to the classifications to which they have been appointed, except as may be required because of emergency or temporary characteristics of the work situation (including assignment to the officer in charge position). The University retains the unilateral right to place the officer back into the same or similar bargaining unit position.

Section 2. Classification specifications for the positions in the Police Department will be provided, upon request, to any officer or to his/her Union representative or other representative. A job classification audit for any bargaining unit position will be conducted upon request of the incumbent but not more than once per year.

ARTICLE 20 **OFFICERS-IN-CHARGE**

Section 1. In the event that supervisory personnel are not available for a particular shift, including ULEO III's who are required to act as a supervisor within the scope of their regular job duties when so assigned, all ULEO II shall be designated as eligible to serve as an officer-in-charge (OIC) for that particular shift. The ULEO II will have the authority of a supervisor for that shift and will be compensated at a rate specified under Article 46 of the Agreement.

Section 2. Effective with the commencement of this agreement, all ULEO II's not so trained shall be trained as officers-in-charge.

Section 3. Selection of an OIC shall be determined by seniority of the officers assigned to that shift.

Section 4. A member of the bargaining unit so chosen to serve as an officer-in-charge and agreeing to do so shall be scheduled to work an additional thirty (30) minutes prior to the normal starting time of that particular shift and shall be compensated for that thirty (30) minute period at the appropriate rate as time worked under Article 24.

ARTICLE 21
PROBATIONARY PERIOD

Section 1. The original appointment as a University Law Enforcement Officer shall be for a probationary period of one (1) year. The scheduled probationary period will be recorded on the officer's copy of the Personnel Action Notice. No appointment is final until the officer has satisfactorily served the entire probationary period.

ARTICLE 22
LEGAL DEFENSE

Section 1. The University will provide legal defense through special counsel to members in accordance with its policy on the defense of civil suits arising from the exercise of their duties as a police officer with the University. The responsibility of the Ohio Attorney General, and/or his designee, and/or special counsel appointed by him to provide to the University and its employees those legal services required by statute is affirmed. The University shall, at a member's request, affirmatively assist the member with his request for legal services, as required by statute, of the Ohio Attorney General where the member is so entitled to such assistance (i.e. occurrences arising in the scope of the member's employment).

Officers are provided with indemnification in civil actions arising out of the performance of their duties as provided by Ohio statute.

ARTICLE 23
MANPOWER SHIFT COVERAGE

Section 1. The University will make reasonable effort to consistently maintain a minimum of three (3) members, (2 of the 3 shall perform patrol duties), of the University Police Department with power of arrest on duty during each of the three (3) primary shifts.

In addition, when there is no Detective working on shift, the Police Department will designate at least one (1) individual responsible for investigations.

ARTICLE 24
HOURS OF WORK

Section 1. Forty (40) hours shall be the standard work-week for all officers working an eight (8) hour or ten (10) hour shift schedule. Time worked in excess of forty (40) hours in a work-week shall be compensated at one and one-half (1 ½) times the officer's regular rate of pay as defined in this Agreement. Each work-week shall consist of seven (7) days, commencing on Sunday and ending the following Saturday.

Section 2. The University may implement an alternative work schedule providing for eight (8), ten (10) or twelve (12) hour shifts. The Employer shall provide employees and the Union with thirty (30) days advance notice of the schedule change and the new shift schedule as issued by the Police Chief. Overtime compensation for ten (10) or twelve (12) hour shifts shall be determined pursuant to Article 25.

Section 3. If the University Police Department reverts to an eight (8) hour work day, it will at that time begin a sick leave conversion program in the same manner as that which existed prior to the adoption of twelve (12) hour schedules.

Section 4. To the extent consistent with applicable federal and state regulations, officers may choose to receive compensatory time as an alternative to overtime pay. Compensatory time, if elected, will be taken at a mutually agreeable time between the employee and the Employer. Time off requests shall not be unreasonably denied if, in the discretion of the Police Chief, shift coverage allows the release of one (1) or more officers.

ARTICLE 25 OVERTIME

Section 1. No overtime is scheduled or worked except as determined by the Police Chief or designee. A member shall be notified of a special event assignment a minimum of five (5) days in advance, unless circumstances prohibit such notification. No special event assignment shall be scheduled for a member after approval of vacation time off for that date except as may be acceptable to the member.

Section 2. As necessary, members may be required to work overtime, the above provisions notwithstanding, to the extent necessary to provide a staff of officers the University considers adequate. Members of the bargaining unit shall have the right to refuse one (1) overtime assignment each month. Should the member not refuse overtime, such denial is not cumulative for the term of the Agreement.

- A. For shift shortages/additional staffing needs as determined by the Chief of Police that cannot be filled by volunteers, bargaining unit members shall be ordered into work the shift in reverse order of seniority.
- B. For special event shortages that cannot be filled by the bargaining unit or the part-time officer list, bargaining unit members shall be ordered into work the special event in reverse order of seniority. The hours need to be offered to full-time bargaining unit members first.
- C. For "all hands" events, as determined by the Chief of Police, refusals of overtime will be determined on a case by case basis as determined by the Chief.

Section 3. The University will change the overtime rotation list to the sequence selected by the Union, and such selection and method selected by the Union is final. The University shall

follow the rotation list, unless the specific circumstances of the situation dictate specialized skills, experience, and abilities. The determination of specific circumstances shall be at the sole discretion of the Police Chief or his designate. This provision shall not be administered in an arbitrary and capricious manner.

Section 4. The University at its discretion may institute ten (10) hour or twelve (12) hour shift schedules and adopt a work period in accordance with Section 7(k) of the Fair Labor Standards Act ("FLSA"). In such event, the University's overtime pay obligations shall be determined in accordance with Section 7(k), 29 U.S.C. §207(k) and the provisions of Article 24 requiring overtime after forty (40) hours in a work week shall no longer apply. Should the University revert to an eight (8) hour shift schedule, the provisions of Article 24 requiring overtime after forty (40) hours in a work week shall reapply. The payment of overtime to any officer in a manner more generous than that required by FLSA Section 7(k) shall not be construed as a waiver by the University of its adoption of a Section 7(k) work period arrangement for purposes of the University's obligations under the Fair Labor Standards Act.

Section 5. In the event of a ten (10) hour shift schedule, overtime shall be paid after eighty (80) hours in a bi-weekly pay period. In the event of a twelve (12) hour shift schedule, overtime shall be paid after eighty-four (84) hours in a bi-weekly pay period.

Section 6. For all shift schedules, including eight (8), ten (10) and twelve (12) hour shifts, a bargaining unit member's use of compensatory time shall not be considered "hours worked" for determining his/her eligibility for overtime in a bi-weekly pay period. Vacation time, sick time and other paid time off shall continue to be considered "hours worked" in determining overtime compensation.

ARTICLE 26 SCHEDULING

Section 1. The Employer shall make every reasonable effort to schedule shifts to allow members the opportunity to exercise an entitlement to all University benefits, making every reasonable effort to provide for eight (8) hour, ten (10) hour or twelve (12) hour shifts. A member or his representative may submit to management possible alternatives to the proposed schedule including preferred shift assignment. From November 15th through November 30th, March 15th through March 30th and June 15th through June 30th each year, all employees, except employees assigned to the 4th Platoon, shall select their normally scheduled two (2) consecutive days off (for 8 and 10 hour shifts only) and indicate their preferred shift assignment by seniority, provided that there is not an unreasonable number of low seniority employees being placed on a shift by the Employer. Employee scheduling preferences are subject to the Police Chief's determination of operational need but shall not be unreasonably denied. The Police Chief retains the discretion to determine the number of ULEO III's and officers assigned based on seniority to each shift in order to ensure sufficient coverage or to meet operational need. The Chief shall post a schedule reflecting bid positions of sergeant, and patrol officers. Specialized officers including detectives, crime prevention and police-related non-patrol activities will be excluded from the posting.

Section 2. The Employer shall post employee schedules three (3) times per year in December, April and July, thirty (30) days prior to the start of the spring, summer and fall school semester each year.

Section 3. An employee's schedule may not be changed for the sole purpose of avoiding overtime. In the event an employee rotates to a different shift, an employee will not receive overtime due to shift rotation provided said shift change is part of the normal triannual schedule change or is part of an employee-initiated circumstance.

Section 4. Members of the 4th Platoon are new hires. All new hires during the term of this Agreement shall be placed in the 4th Platoon for a period of three (3) years of continuous seniority. Any member of the 4th Platoon with three (3) years of continuous seniority shall be removed and assigned to the next shift rotation. The provisions of this Article shall not apply to members of the 4th Platoon, who shall be scheduled at the discretion of the Employer. Assignments for employees under this provision will be with as much prior notification by the Employer as reasonably practicable.

ARTICLE 27 COURT APPEARANCES

Section 1. Officers shall be compensated for off-duty court appearances on departmental business at their appropriate rate of pay for the time approved. Officers shall be entitled to a minimum of two (2) hours of compensation commencing one (1) hour before the scheduled appearance, at the appropriate rate, with an option to return to work and complete four (4) hours of duty time. In no event will this option permit an officer to receive more than eight (8) hours of duty time in one (1) day unless agreed to by the University.

Compensation (e.g., witness fess) received shall be remitted to the Chief of Police or designee.

ARTICLE 28 JURY DUTY

Section 1. The University shall continue to comply with the applicable provisions of the Ohio Administrative Rule 123:1-34-03 with regard to jury duty. The Police Department will make every reasonable effort to adjust work schedules as necessary so that an officer's normal working hours will coincide with the officer's jury duty obligation.

ARTICLE 29 TRADING TIME

Section 1. A member shall be permitted to voluntarily trade off-duty time for personal reasons with the approval of the Chief of University Police or designee. Such approval shall not be unreasonably withheld. Traded time shall be in writing and shall state the specific time and dates of trades, which shall be within the posted work schedule currently in effect during the request. Time voluntarily traded shall in no circumstance create or result in overtime status. The University shall incur no liability as a result of trades not completed.

ARTICLE 30
COMPENSATION FOR EARLY CALL-IN

Section 1. If unusual circumstances require a member to report for duty at a time not previously scheduled, the member shall be assigned a minimum of four (4) hours of work and shall be paid at his/her appropriate rate.

ARTICLE 31
CANCELLATION OF ASSIGNMENT

Section 1. In the event that a member is scheduled for an additional assignment not in conjunction with his/her normal work schedule that is cancelled without advance notice to the member, the member shall be assigned a minimum of four (4) hours of work and shall be paid at his/her appropriate rate. This entitlement to four (4) hours of work may be waived by mutual consent.

ARTICLE 32
EMERGENCY CLOSING

Section 1. Emergency Closing. When an emergency closing is declared by the President of the University, or designee, pursuant to the University's emergency closing policy, bargaining unit members in the affected part of the University who are scheduled to work will receive their regular compensation for any straight time hours they are not permitted to work due to such closing.

Section 2. Bargaining unit personnel in the affected part of the University who are required to work because of a declared emergency shall be paid at the rate of time and one-half (1 ½) in addition to their regular compensation.

Section 3. Shift Protection. An emergency shall be declared on a shift-by-shift basis. For example, a morning closing will affect day shift employees, but evening and night-shift employees will be expected to work as scheduled at straight time rates unless an emergency closing is declared for those shifts as well. Officers whose hours of work overlap between a "non-emergency" and "emergency" shift shall be compensated at the appropriate hourly rate worked within each shift.

ARTICLE 33
HOLIDAY OBSERVANCE

Section 1. The ten (10) paid holidays granted University employees are:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents' Day	Veterans' Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

For any of the above-listed holidays falling on a Saturday or Sunday, the University shall choose an alternate day of observance. For any of the above-listed holidays that are observed on Monday, the University may choose an alternate day of observance.

Section 2. Full-time employees, regardless of their work shift or schedule, are automatically entitled to eight (8) hours of holiday pay whether they work on the holiday or not.

Section 3. Compensation for all work performed on a holiday will be at the time and one-half (1 ½) rate. Those working the holiday will also receive eight (8) hours of holiday pay at straight time or will be paid straight time for the number of hours the employee actually works or is scheduled to work on the holiday, whichever is greater. If the employee is scheduled to work a holiday and calls in sick or leave early due to sickness, the employee will be paid eight (8) hours of holiday pay or for the number of hours actually worked, whichever is greater. To be eligible to receive holiday pay, an otherwise eligible employee must be in the active pay status the last scheduled day before and the first scheduled day after the day on which the holiday is observed, unless absent because of bona fide illness or injury. In the event of illness or injury, the University may require the employee to present a doctor's certificate stating the cause of absence. The University ordinarily will not require such a certificate except in the case of employees who previously have taken sick leave in conjunction with a holiday. The University will first notify the employee in writing that a doctor's certificate may be required before exercising its rights under this provision. For purposes of this Article, active pay status shall mean any paid leave.

Section 4. Holiday Overtime Calculation. When calculating overtime for a calendar week that includes a holiday, the automatic eight (8) hours of holiday pay will be counted as paid status and will be used in the calculation of overtime.

However, any hours actually worked on the holiday will not be included in the calculation of paid status for overtime because these hours will already be paid at the premium holiday rate.

Section 5. Holiday Equalization. The Employer will assign and schedule two (2) bargaining unit employees each of the above listed holidays who shall be required to work the holiday. The Employer will rotate holiday opportunities as equitably as practicable to all bargaining unit employees. Any ULEO IIIs assigned on a holiday may be required to perform patrol functions as assigned by the Employer.

ARTICLE 34 VACATION LEAVE

Section 1. A full-time employee is eligible for vacation after completion of one (1) year of seniority. When a full-time employee completes one (1) year of seniority, eighty hours are entered in the employee's vacation accrual, and the employee continues to earn vacation leave at a rate that is based on years of seniority at the University.

Section 2. Full-time employees earn vacation leave annually at a rate based on their years of seniority at the University as follows:

<u>Years of Service</u>	<u>Weeks</u>	<u>Accrual per Pay Period</u>
Less than 1	No vacation	0 hours
1 through 7	2 weeks (80 hours)	3.1 hours
8 through 14	3 weeks (120 hours)	4.6 hours
15 through 24	4 weeks (160 hours)	6.2 hours
25 and over	5 weeks (200 hours)	7.7 hours

Section 3. After completion of the eighth year of seniority, an additional forty (40) hours of vacation is entered in vacation accrual. Then employees begin to accrue at the higher rate, four and six-tenths (4.6) hours. Upon completion of fifteen and twenty-five (25) years of service, an additional forty (40) hours of vacation is entered in vacation accrual, and then employees begin to accrue at the higher rates of six and two-tenths (6.2) and seven and seven-tenths (7.7) hours, respectively.

Section 4. Employees will be given service credit for time worked with the State of Ohio or one of its political subdivisions for purposes of determining years of service for vacation accrual provided that the employee has at least one (1) continuous year of service with the State of Ohio or one of its political subdivisions. Nevertheless, no employee shall be entitled to vacation while an employee of the University until the completion of one (1) year of continuous service at the University.

Section 5. The number of hours of accumulated vacation leave appears on the statement which is attached to the employee's bi-weekly pay check. Vacation may be accumulated up to the maximum amount earned in three (3) years. Beginning in 1996, employees may carry over from the end of the last full pay period in the month of June to the beginning of the succeeding pay period, a maximum of thirty (30) days of accumulated vacation leave. This vacation leave carry-over limitation does not apply to employees who, as of April 1, 1994, have more than eighteen (18) years of continuous service at Cleveland State University. Exceptions to the vacation leave carry-over limitation may be granted by the Vice President for Business Affairs & Finance or designee. Upon termination of employment, employees are entitled to pay for earned but unused vacation time.

Section 6. Employees are encouraged to request vacation leave in writing from November 1st through November 30th for the succeeding year. All such requests must be in blocks of one (1) week, but no more than two (2) consecutive weeks. Seniority will govern in vacation requests during this voluntary November selection process. The Employer will post vacation schedules for employees who utilize this process by January 2nd of each year.

Section 7. Vacation leave not pre-approved as set forth above should be scheduled at times mutually convenient to the employee and the Chief of University Police and should be requested at least seven (7) days in advance whenever possible. The employer will, upon written request, approve or deny the vacation leave request in writing within five (5) working days after receipt of the vacation request.

Section 8. Any vacation leave approved by the Employer under this Article may be cancelled upon a showing of compelling circumstances. In the event vacation leave is cancelled by the Employer, the employee may carry over such vacation leave into the succeeding year if not rescheduled and notwithstanding the carry over provision in Section 2 of this Article.

Section 9. When a holiday occurs during vacation leave, employees receive their normal pay for the holiday; the pay is not charged to vacation leave.

ARTICLE 35 SICK LEAVE

Section 1. Officers accrue paid sick leave at the rate of four and six-tenths (4.6) hours for each eighty hours of service.

Section 2. Should the member exhaust all of his earned sick leave, the member may, upon the approval of the Vice President for Business Affairs and Finance or designee, use any remaining vacation, holiday or compensatory time for the purpose of staying in an active pay status.

Section 3. Any abuse of sick leave, excessive use, or the patterned use of sick leave may be just and sufficient cause for discipline.

ARTICLE 36 LEAVES OF ABSENCE

Section 1. Non-paid Leave. An employee who has completed one (1) year of seniority may request an unpaid leave of absence of up to six (6) months for personal reasons. Such a leave may be granted by the Department of Human Resources Development and Labor Relations upon recommendation by the employee's department head. Leave for educational purposes may be granted for a longer period of time.

Section 2. Medical Leave. An employee who is injured, physically incapacitated, pregnant, or unable to work for other reasons of a medical nature shall, upon request, be granted an unpaid medical leave of up to six (6) months after an employee has exhausted all his/her accumulated paid sick leave. The University may require proof of illness, injury, or pregnancy.

Section 3. Disability Leave. An employee who has completed her/his probationary period and who has exhausted her/his accumulated sick leave may, if physically incapacitated for the duties of her/his position, request a disability leave for a period not exceeding three (3) years. The University may require proof of physical incapacity.

Section 4. Continuation of Insurance. The University shall continue to provide insurance consistent with the terms of this Agreement so long as the employee is on paid leave status. The University will provide insurance as set forth in this Agreement until the end of the month during which the employee first goes on unpaid leave status.

Section 5. Military Leave. The University will comply with the appropriate state or federal statutes, codes and regulations relating to the employment rights of employees on military leave.

Section 6. Retention of Position. In the event an approved leave of absence is less than sixty (60) calendar days, the employee will be returned to the position he/she held prior to the leave of absence. In the event a leave of absence is sixty (60) calendar days or longer, the employee will be returned to the former position or a similar position in the same classification at the University's discretion retaining all seniority accrued during the leave and at the same rate of pay (including increases obtained in the former classification during the period of leave).

Section 7. Return to Work. In cases of leaves of absence resulting from illness which exceed five (5) working days, a signed physician's statement of the general nature of illness or fitness may be required by the University prior to return to work upon completion of the approved leave. Failure to submit such a statement, if required, may result in refusal to allow the employee to return to active pay status. Falsification of such a statement may result in termination of employment. An employee may return from an approved leave of absence prior to the expiration of the leave. The date of such return shall be mutually acceptable to the employee and the University, subject to Section 6 above.

Section 8. Physician Examination. The University may require an examination by a physician of its choice to verify the illness of an employee requesting a leave or the fitness of an employee to return to work at the end of a leave. In such cases, the University shall pay the cost of the examination. In cases of conflict between the employee's physician and the University's physician, a third physician will be mutually selected by the University and the employee, and the physician's fee will be borne equally by the University and the Union.

ARTICLE 37 OCCUPATIONAL INJURY

Section 1. An officer who is temporarily and totally disabled while pursuing or apprehending a suspect or while responding to or being involved in an emergency situation or performing an authorized act in the line of duty will receive his normal wages for up to thirteen (13) weeks. Wages under this section will be paid until the thirteen (13) week period expires, the officer is no longer temporarily and totally disabled, workers' compensation temporary total benefits begin to be paid for the injury, or the officer becomes eligible to receive University disability benefits, whichever occurs first. In the event of disability arising from a pre-existing injury, the decision to provide wages under this section shall remain within the sole discretion of the Chief of University Police or designee. Such decision (in the pre-existing injury circumstances) shall be final and binding and not subject to the grievance procedure.

Section 2. Any temporary total or other benefits received by the officer for any period for which the officer has received benefits under this section will be paid by the officer to the University. The officer is responsible for reporting and verifying the receipt of any such benefits and for transferring such benefits to the University. The intent of this section is to provide wages to the disabled officer until workers' compensation temporary total benefits or other wage-based benefits can be provided. It is not to be utilized by the officer as a substitute for such benefits.

The University may require a medical examination in accordance with the procedure prescribed in Article 36, Section 8 for all officers requesting wages under this Article or returning to work following an occupational injury leave.

ARTICLE 38
INTERNAL AND ADMINISTRATIVE INVESTIGATIONS

Section 1. Internal investigations of bargaining unit members shall be conducted in such a manner as will comply with all applicable state laws and will not infringe upon the constitutional rights of any member. All internal investigations conducted regarding alleged misconduct or criminal behavior of bargaining unit members shall be conducted by non-bargaining unit members either within or outside the Police Department as determined in the sole discretion of the Chief of University Police. The bargaining unit member shall be notified when an internal investigation has been initiated and the outcome of all internal investigations.

Section 2. The refusal of a member to answer questions or otherwise participate in an internal investigation shall not be cause for charges of insubordination or their facsimile to be initiated unless the member has been advised that continued refusal could result in such action.

Section 3. Any internal investigation involving members shall be conducted under the authority of the Chief of University Police, his/her designee or his/her superior. The results of an internal investigation shall not be final until reviewed by the Chief of University Police or his/her superiors.

Section 4. Investigative interviews shall be guided by the following procedure:

- a. Prior to being interviewed, the member shall be advised of the nature of the complaint.
- b. All interviews will be conducted while the member is on duty, unless the seriousness of the investigation is such that an immediate interview is required.
- c. During the interviews conducted by the University, one (1) person will be designated as the primary interviewer.
- d. The complete interview will be recorded. The recording will note the time at which breaks are taken in the interview process, who requested the break, and the time at which the interview resumed.
- e. The member shall be provided with the name, rank, and command of all persons present during the questioning. The member shall also be given the following admonitions:
 - i. You are advised that this is an internal investigation only.

- ii. You will be asked and are required to answer all questions specifically related to the performance of your duties and your fitness for office.
 - iii. If you refuse to answer these questions, you can be subject to discipline that can be as much as discharge or removal from office. You may also be subject to discipline for knowingly giving false statements.
 - iv. I want to reassure you that any answers given are to be used solely for internal administrative purposes and may not be used if any subsequent criminal prosecution should such occur.
- f. Union Representation.
- i. Members may have a union representative with them during any internal investigation interview so long as the individual is not involved in any manner with the incident under investigation.
 - ii. The employee representative's role is primarily that of observer. He/she should be advised not to intervene in the interview.
- g. Examinations and Searches.
- i. No polygraph testing or other mechanical testing shall be given without the advance written approval of the bargaining unit member. The results of any polygraph examination cannot be used in any subsequent criminal action unless properly stipulated prior to the administering of such examination in accordance with the laws of the State of Ohio. Furthermore, the results of this examination cannot be used in any subsequent departmental action unless the University can produce additional evidence to corroborate the allegations. Notwithstanding the foregoing, the University is permitted to conduct polygraph or other mechanical testing of all nonemployee applicants to bargaining unit positions as part of the hiring and screening process.
 - ii. Property belonging to the University is subject to inspection for investigative purposes unless the member has been granted a reasonable expectation of privacy in vehicles, desks, files, storage lockers, computers, or similar items or places.
- h. At the conclusion of the investigation, the Chief of University Police shall inform the member under investigation in writing, of the investigative findings and any recommendations for disciplinary action that the Chief intends to make.
- i. A member who is questioned as a suspect in an internal investigation that may lead to criminal charges against him shall be advised of his constitutional rights in accordance with the law.

j. Retaliation for Exercising Rights.

There shall be no penalty or threat of penalty against a member for the exercise of the member's rights under this Article.

Section 5. Administrative Investigations. Administrative investigations of bargaining unit members conducted to review and document certain police actions and incidents to ensure Department personnel acted within the law and Department policy shall be conducted in such a manner as will comply with all applicable state laws and will not infringe upon the constitutional rights of any member. All investigations of bargaining unit members shall be conducted by an officer of command rank, the immediate supervisor, an Officer in Charge, or an individual chosen from either within or outside the Police Department, at the sole discretion of the Chief of University Police.

ARTICLE 39
INSURANCE

Section 1. The University will make available to eligible full-time employees with an appointment of six (6) months or longer a comprehensive program of employee health benefits including medical, prescription drug, dental, vision and long-term disability coverage and an employee assistance plan.

Section 2. The University will extend medical, prescription drug, dental, vision coverage and the employee assistance plan benefits equivalent to those provided to the spouses of employees to the registered same-sex domestic partners of bargaining unit employees who have filed an "Affidavit of Domestic Partnership" with the Department of Human Resources Development and Labor Relations. The granting of such benefits by the University must be consistent with all other provisions and limitations of this Agreement and with applicable laws and regulations.

A. Employee Premium Contributions

During the term of this Agreement, the total cumulative amount of employee premium contributions for the medical, prescription drug, dental, vision and long-term disability plans will not exceed twenty (20%) percent of the total cumulative cost of those plans. The total cumulative cost of the medical, prescription drug, dental and vision plans will be established by the University at the beginning of each plan year – the July 1, 2012 through June 30, 2013 and July 1, 2013 through June 30, 2014 benefit plan years respectively – based on the full premium rates (or for self-insured plans rates equivalent to a fully insured rate, e.g., the COBRA rate) for each plan added together. The University will determine the amount, allocation and differentiation of employee premium contributions among its various health plan offerings (medical, prescription drug, dental and vision plans) for each plan year: July 1, 2012 through June 30, 2013 and July 1, 2013 through June 30, 2014 respectively.

B. Level of Benefit

During the term of this Agreement, the level of benefit of the University's medical, prescription drug, dental and vision plans shall be maintained at a cumulative value of not less than ninety (90%) percent of the cumulative value of those plans as of July 1, 2011. The cost of

these plans will be determined by the University prior to the start of each plan year – July 1, 2012 through June 30, 2013 and July 1, 2013 through June 30, 2014 respectively – based on the premiums for fully insured plans (or for self-insured plans rates equivalent to fully insured rates, e.g., COBRA rates) if available, the claims experience of each plan, enrollment, and fixed costs during the most recent twelve (12) month period and projected forward with generally-accepted health care inflation assumptions to the next benefit plan year. The University will determine the plan design and resulting level of benefit of its various health plan offerings (medical, prescription drug, dental and vision plans) for each plan year: July 1, 2012 through June 30, 2013 and July 1, 2013 through June 30, 2014 respectively.

Prior to determining the amount, allocation and differentiation of full-time and part-time employee premium contributions and changes in plan design and level of benefit of its various health plan offerings (medical, prescription drug, dental and vision plans), the University will confer with and consider the recommendations of the labor-management healthcare committee.

C. Wellness Incentives

Beginning with the July 1, 2012 through June 30, 2013 plan year, the University will introduce incentives for employees enrolled in the medical benefit plans based on wellness program participation and established individual wellness program outcomes. The University will provide financial support for the implementation of a comprehensive wellness program including the creation of the position of Wellness Coordinator to support the engagement of faculty, staff and their families in establishing a sustainable culture of wellness on campus.

D. Waiver of coverage

Full-time employees who elect to waive medical coverage shall receive an annual payment of \$1,200.00 within thirty (30) calendar days of the end of the plan year. The employee must provide proof of coverage from another source. The election must be made during the annual open enrollment period. An employee who elects no medical insurance coverage subsequently may elect to participate in the insurance plan during that year, subject to the rules of the carrier, if the employee has had a change in status as defined by Section 125 of the Internal Revenue Code. Upon election to participate in coverage, the employee waives eligibility for the annual cash payment.

Section 3. The University shall provide full-time bargaining unit members basic group term life insurance coverage equal to two (2) times base salary, subject to a minimum coverage level of ten thousand (\$10,000.00) dollars and a maximum coverage level of one hundred fifty thousand (\$150,000.00) dollars, and an equal amount of Accidental Death and Dismemberment insurance. The University shall provide the option for employees to purchase, on an after-tax basis, voluntary group term life insurance for themselves, their spouse and their eligible dependent children.

Section 4. In addition, the University shall provide full-time bargaining unit members Business Travel Accident Insurance which contains the following benefits:

- a) Repatriation Benefit, subject to a maximum coverage level of ten thousand (\$10,000.00) dollars.

- b) Family Transportation Benefit, subject to a maximum coverage level of one thousand (\$1,000.00) dollars.
- c) Business Travel Accident Benefit for an amount equal to two (2) times base salary, subject to a maximum coverage level of one hundred thousand (\$100,000.00) dollars.

All benefit provisions are subject to the terms and conditions set forth in the Plan Certificates. The University will provide the option for employees to purchase, on an after-tax basis, voluntary group term life insurance for themselves, their spouse, and their eligible dependent children. All benefit provisions are subject to the terms and conditions set forth in the Plan Certificates.

Section 5. Administration, in consultation with the University health care committee, will develop a comprehensive employee wellness strategy.

Section 6. Health Care Reform: During the term of this Agreement, the parties reserve the right to require bargaining over the impact of the new health care reform regulations on the University's various health benefit plans.

ARTICLE 40 STAFF DEVELOPMENT

Section 1. The University shall make available a staff development program for regular full-time University Law Enforcement Officers. Eligible officers may enroll in courses scheduled at times that do not conflict with their responsibilities as defined by the Chief of University Police or designee.

Section 2. Eligibility. Regular, full-time University Law Enforcement Officers shall receive tuition remission benefits for courses taken at the University as described in this Article.

Section 3. Description. The University will cover instructional and general fees (this does not include miscellaneous fees such as those listed in the University Bulletins and other similar fees) for up to eight (8) semester hours of undergraduate or graduate courses per semester or fees for continuing education courses up to the equivalent cost of eight (8) undergraduate credit hours per semester. If the employee takes fewer than eight (8) credit hours per semester (graduate or undergraduate), the University will also cover continuing education fees up to the cost of the unused credit hours at the undergraduate rate. Any unused credits may not be "banked." Application and transcript fees are the responsibility of the employee. For those who wish to enroll in "premium-priced" programs, the benefit shall not exceed the standard law, graduate or undergraduate tuition.

Section 4. Application/Information. Employees who choose to participate in the Tuition Remission program must follow the University's application and enrollment procedures.

Applications for the Tuition Remission program may be obtained from the Department of Human Resources Development and Labor Relations (www.csuohio.edu/IHRD).

Staff development benefits may be subject to Federal and State of Ohio taxation. If deemed to be taxable, benefits received under this program are treated as taxable income of the CSU employee. Any taxable benefits are subject to federal tax withholding requirements. Tax withholding, if applicable, will be deducted in two (2) equal installments from the employee's last two (2) paychecks of the month during which the term ends. Tax information will be provided at that time.

Section 5. In the event an appointment is terminated as a result of a reduction of force, eligibility is continued for a period of two semesters provided the employee has been attending Cleveland State University as a student enrolled in a degree granting program during the two academic terms immediately preceding the termination of employment.

ARTICLE 41 **FEE AUTHORIZATION PROGRAM**

Section 1. The University shall make available a fee authorization program for spouses, registered same-sex domestic partners and eligible children of University Law Enforcement Officers with at least two (2) years of continuous full-time service with the University. A fee remission will be provided for instructional and general fees charged for enrollment in undergraduate credit courses at the University and half of the instructional and general fees charged for enrollment in graduate and professional credit courses at the University.

Section 2. **Eligibility and Description.** The Student Fee Authorization program at Cleveland State University is an educational assistance program for spouses, registered same-sex domestic partners and eligible dependent children who are financially dependent on the qualifying full-time employee according to IRS rules. For eligible full-time employees, fee remission as described in this Article will be provided for full instructional and general fees charged for enrollment in credit courses by undergraduate students and for half of the total instructional and general fees charged for enrollment in credit courses by graduate and professional students. Benefits apply only to the in-state portion of any fee. The Student Fee Authorization Program may not be used for Continuing Education courses. For those who wish to enroll in "premium-priced" programs, the benefit shall not exceed the standard law, graduate or undergraduate tuition.

Section 3. **Application/Information.** Employees' spouses, registered same-sex domestic partners and eligible dependents who choose to participate in the Student Fee Authorization Program must follow the University's application and enrollment procedures. Applications for the Student Fee Authorization Program may be obtained from the Department of Human Resources Development and Labor Relations.

Fee remission benefits may be subject to Federal and State of Ohio taxation. If deemed to be taxable, benefits received under this program are treated as taxable income of the CSU employee rather than the student. Any taxable benefits are subject to federal tax withholding requirements. Tax withholding, if applicable, will be deducted in two (2) equal installments from

the employee's last two (2) paychecks of the month during which the term ends. Tax information will be provided at that time.

Note: Incomplete applications may be returned, which could result in late registration. If upon audit the student fails to qualify for the Student Fee Authorization Program, a late registration fee may be added to the student's invoice.

Section 4. Eligibility of Spouses, Registered Same-Sex Domestic Partners and Children. For spouses, registered same-sex domestic partners or dependent children to be eligible for participation, a full-time employee must have at least two (2) years of continuous full-time service with the University since the most recent hire date (if more than one). Eligibility is determined as of the first day of the session for the course(s) desired. The University will cover only the cost of fees for spouses and dependent children of employees who are eligible for the program on the first day of the session.

Eligible dependents include the spouse of a qualifying employee, registered same-sex domestic partner or children who are financially dependent on the qualifying employee. A registered same-sex domestic partner is a same-sex domestic partner who together with the employee has completed the University's Affidavit of Domestic Partnership and filed it with the Department of Human Resources Development and Labor Relations. A financially dependent child is one who currently meets the Internal Revenue Service dependency definition and is being claimed on the qualified employee's federal income tax return for the current year.

Eligible spouses, registered same-sex domestic partners and children receiving any form of financial aid through the University or other governmental agencies will receive fee remission under this policy only to the extent that no cash disbursement of this benefit results from excess awards. Financial aid regulations governing the Student Fee Authorization Program are available in the Financial Aid Office.

Section 5 Benefit. An eligible spouse, registered same-sex domestic partner or child may participate in the program for a total of one hundred forty-four (144) semester credit hours or two (2) academic degrees, whichever is less.

In the event of the divorce of a qualifying employee, eligibility is continued for the former spouse for a period of up to two (2) years, as long as the qualifying employee remains in full-time active status at Cleveland State University.

Section 6. Changes in Employment Status.

- A. In the event of a qualifying employee's death, eligibility will be continued for a spouse, registered same-sex domestic partner and/or children regardless of their registration status at that time. The University will recommend to the Board of Trustees that Student Fee Authorization benefits be granted to eligible dependents of an officer who is killed in the line of duty. The recommendation will be subject to review and action by the Board of Trustees.

- B. With ten (10) years of service, in the event of a qualifying employee's retirement or total disability (under PERS, STRS or Social Security), eligibility will be continued for a spouse, registered same-sex domestic partner and/or children regardless of their registration status at that time. The University will recommend to the Board of Trustees that the Student Fee Authorization benefits be granted to eligible dependents of an officer who is permanently disabled in the line of duty. The recommendation will be subject to review and action by the Board of Trustees.

- C. If an appointment is involuntarily continued at less than full-time, or if a leave of absence without pay is granted, eligibility is continued for two (2) full semesters beyond the date of the change in status based upon the employee's eligibility status at that time. If an appointment is terminated as a result of reduction of workforce, benefits are extended for a period of two (2) full semesters for those who have been attending Cleveland State University during the two (2) academic terms immediately preceding the layoff. In the event of any other termination of active service with the University, the Student Fee Authorization Program eligibility ceases.

- D. An employee who is laid off and subsequently recalled within the recall period shall, upon recall, be immediately eligible for benefits under this Article and is not required to wait for two (2) years after recall to be eligible, provided he or she has otherwise satisfied the eligibility requirements at the time of layoff. A laid off employee who did not satisfy the eligibility requirements for benefits at the time of layoff shall, upon recall, retain time accrued toward eligibility prior to the layoff and shall satisfy the remainder of the eligibility period prior to receiving benefits under this Article.

ARTICLE 42
TRAINING

Section 1. The Police Chief or his designee shall establish planned program(s) of in-service and on-the-job training that shall be current, consistent, and job related. These programs shall be posted monthly with a description of the course content. The subject matter of the program(s) may include, but not be limited to, Domestic Violence, First Aid, Search and Seizure, Weapons Craft, Self-Defense, Safety Practices and Legal Updates. The Chief or designee will make available to officers continuing professional training consistent with the annual subject matter and training hour requirements of the Ohio Peace Officer Training Commission.

Section 2. The work schedule shall be flexed to allow adequate rest and travel time prior to and following attendance, considering time and location of training site. The Chief or his designee will post schools or seminars available that relate to the law enforcement profession, as practical. The officers may submit a memo to provide a show of interest in a specific school or seminar posted.

ARTICLE 43
UNIFORM/EQUIPMENT ISSUE/MAINTENANCE

Section 1. University Law Enforcement Officers shall be required to wear standard uniforms. Specifications for the uniforms, caps, shoes and other equipment shall be determined by the CSU. Members of the University Police Department shall be required to maintain required standard uniforms and issued equipment, such as badges, weapon, etc. Uniforms and equipment shall be inspected by the CSU at its discretion. The uniform allowance shall be used to maintain and replace the standard required uniform as necessary.

Section 2. CSU shall contribute six hundred eighty (\$680.00 dollars the first year of this agreement as a uniform allowance for the purchase and maintenance of uniforms and equipment for University Law Enforcement Officers, issued in the last quarter of the calendar year and subject to all applicable taxes. In each successive year the previous year's amount shall be adjusted upward by two and one-half (2.5%) percent, rounded to the nearest five (\$5.00) dollar amount. Items that are subject to the use of the uniform allowance include:

- Trousers
- Short sleeve shirts
- Long sleeve shirts
- Multi-season coat or jacket
- Handcuff case
- Belt-keepers
- Garrison belt
- Duty belt
- Holster and holders for weapon(s) and belt carried duty equipment
- 8 point cap
- Cap cover
- Flashlight and accessories
- Ties
- Dickies
- Raincoat or rain jacket
- Nametag
- Footwear
- Knit hat

Section 3. Officers assigned by the Chief may also use their allowance for the following items:

- BDU pants
- Uniform cycling shorts
- Optional clothing and duty accessories as approved.

Section 4. Officers assigned to non-uniform duties, as determined by the Police Chief, may utilize funds from the uniform allowance to purchase civilian business type clothing. All such

officers will be required to maintain and store a minimum amount of adequate ready serviceable uniforms and duty items for unexpected deployments in a uniform role.

Section 5. For all newly hired police officers, an initial uniform allowance of one thousand one hundred fifty (\$1,150.00) dollars will be provided during the first year of the agreement. In each successive year the previous year's amount shall be adjusted upward by two and one-half (2.5%) percent, rounded to the nearest five (\$5.00) dollar amount. Officers receiving this initial allowance shall not be eligible for an annual uniform allowance until the first annual uniform allowance distribution scheduled after their successful completion of at least 18 months of service as a police officer at CSU.

Section 6. The uniforms and/or equipment purchased pursuant to Section 2 and 3 of this Article and through the allowance shall be the property of the CSU until the officer has completed 18 months of successful service, and must be turned in to the CSU if the officer leaves the service of the CSU before completion of this period.

Section 7. Upon the signing of this Contract all uniform equipment as noted in section 2 of this article and currently in the possession of police officers shall become the property of the officer.

Section 8. All other equipment will be provided at the discretion of the University. The University will provide the following items and training on an as-needed basis to employees who are trained in the use of the equipment.

- (1) Portable radio/holder
- (1) Police identification card
- (1) Handcuff with one (1) key
- (3) Magazines for issue handgun
- (1) Intermediate impact weapon w/holder (only with certification)
- (1) Chemical intermediate weapon w/holder (only with certification)
- (1) Reflective safety vest
- (1) Weapon as prescribed by department
- (xx) Rounds of ammunition for weapons
- (1) Hat badge
- (2) Breast badges
- (1) Set of keys as required
- (1) Equipment locker w/key
- (1) Tactical helmet w/face shield
- (1) Pair tactical shin guards
- (1) Long tactical baton (1)
- Large equipment bag (1)
- Gas mask
- (1) Personal infectious disease protective kit
- Patches as required

Section 9. CSU will provide the offices that have completed the prescribed training and having been assigned as Bicycle Law Enforcement Officers by the Chief bicycles that are equipped as follows:

- (1) Bicycle w/rack and water bottle cage
- (1) Bicycle equipment bag
- (1) Bicycle rear flashing light
- (1) Bicycle lock
- (1) Bicycle audible signaling device
- (1) Bicycle helmet
- (1) Set protective eye wear
- (1) Pair cycling gloves
- Baseball type hats

Section 10. CSU will provide the sum equal to the cost of an example protective vest, rounded to the nearest five (\$5.00) dollars as part of the uniform allowance distribution to those officers who submit a written request during the month of September each year. This allowance is available to officers whose current protective vest was purchased or funded originally under provisions of this section, at least four (4) years previously.

The example protective vest used in determining the annual amount to be provided for purposes of this section shall be chosen at the sole discretion of the Police Chief or designee, provided that it meets minimal protective standards for the then current departmentally issued duty ammunition.

ARTICLE 44 **BULLETIN BOARDS**

Section 1. The University shall continue to furnish a locked bulletin board for use of the Ohio Labor Council and Fraternal Order of Police.

- A. Such bulletin board shall be used only for posting notices concerning Ohio Labor Council business and Fraternal Order of Police business, recreational, and social events.
- B. There shall be no notices or other writings posted which contain anything political, controversial or critical of the University, or any other department, any employee, or other persons.

This bulletin board shall be maintained in an area not open to the public.

ARTICLE 45
FOP MEETINGS AND EVENTS

Section 1. FOP members may hold meetings and social events within the facilities of Cleveland State University, provided they conform to those University policies and procedures required of other campus organizations.

Section 2. Requisitions will be handled by the University's Department of Conference Services and must have the signature of a responsible FOP Representative and the Chief of University Police or his designee.

ARTICLE 46
COMPENSATION

Section 1 – Wages and Salary Schedule.

A) Effective the first day of the pay period which includes January 1, 2015, bargaining unit employees shall receive a two percent (2%) across-the-board increase. In addition, longevity pay will be provided in accordance with the Ohio Revised Code. The salary schedule reflecting this increase is set forth and attached hereto as Appendix A.

B) Effective the first day of the pay period which includes January 1, 2016, bargaining unit employees shall receive a one and one-half percent (1.5%) across-the-board increase. In addition, longevity pay will be provided in accordance with the Ohio Revised Code. The salary schedule reflecting this increase is set forth and attached hereto as Appendix B.

C) Effective the first day of the pay period which includes January 1, 2017, bargaining unit employees shall receive a one and on-half percent (1.5%) across-the-board increase. In addition, longevity pay will be provided in accordance with the Ohio Revised Code. The salary schedule reflecting this increase is set forth and attached hereto as Appendix C.

Bargaining unit members whose wages exceed the maximum of their grade shall receive their across-the-board increase in the form of a lump sum payment to be paid at the end of the fiscal year. If the bargaining unit member leaves employment with the University during the fiscal year, s/he will be paid that portion of the lump sum for the period in which s/he was in active pay status.. If a portion of their increase is above the maximum of their salary grade, that portion shall be paid in a lump sum at the end of the fiscal year.

Section 2 – Merit Increases

- A) Effective January 1, 2016, the University shall provide one percent (1.00%) of total base wage pool for a merit pay base salary increase.
- B) Effective January 1, 2017, the University shall provide one percent (1.00%) of total base wage pool a merit pay base salary increase.

Eligibility Requirements

Bargaining unit employees must be hired by July 1 of 2015 to be eligible for a merit increase due in 2016. Since merit increases are directly tied to the performance evaluation process, employees will follow a calendar year review cycle.

Plan Specifics

A completed written performance evaluation, as described in Article 17, covering the relevant review period for each employee must be on file with Human Resources by January 2 of each respective year. The amount of the adjustment will be based on sustained meritorious performance as reflected in the written performance evaluation as follows:

- 1) The total amount of merit pay increases for employees with an "Outstanding" or "Exceeds Expectations" rating will be awarded a proportionate amount of the merit increase pool, the total of which shall not exceed 1.00% of total base fiscal year 2015 bargaining unit salaries. The corresponding dollar amount will be paid in a lump sum during the second pay period in 2016.
- 2) Employees with the rating of "Meets Expectations," on the performance evaluation, who earn two points based on the following four point review, will be eligible for a merit increase as stipulated above. Points are awarded as follows:
 - a. One point will be awarded to any member who has earned an Associate's Degree or higher from a recognized educational institution authorized to confer such degrees.
 - b. One point will be awarded to any member who has not had an at-fault accident in the preceding calendar year.
 - c. One point will be awarded to any member who scores 60% or higher on a fitness exam to be administered by the Department in accordance with OPOTA standards for physical condition testing.
 - d. One point will be awarded to any member who, in the first two attempts, scores 80% or higher on the firearms proficiency test required for certification to carry firearms as required by the State of Ohio.

Section 3 – Officer In Charge

Employees, while working as an Officer In Charge, shall receive \$1.35 per hour in addition to their regular hourly rate.

Section 4 – Shift Pay

Employees required to work the afternoon or midnight shift will be compensated in addition to their regular pay at the rate of \$0.40 per hour for the afternoon and midnight shift.

Section 5 – New Hires, Probation and Pay upon Promotion

- A) New Hires at ULEO 1 – New employees who are hired with their certification, but no

previous law enforcement experience, will be paid at the hiring rate of a ULEO 1. They will serve a one year probationary period. Upon completion of their probationary period, a ULEO 1 will be promoted to ULEO 2 and will be provided an increase of 8% in base pay but not less than the minimum of the new salary range.

- B) New Hires at ULEO 2 – New employees who are hired with their certification and who have one year previous law enforcement experience or who have worked more than one year, but less than four years as a police officer will be paid at the 25th percentile of the ULEO salary range. New employees who are hired with their certification and who have worked four years or more as a police officer will be paid at the 50th percentile of the ULEO salary range. They will serve a one year probationary period.

After seven (7) complete years of Cleveland State University service, an employee will be advanced to the top of the salary range

- C) Promotions to ULEO 3 –Employees promoted from ULEO 2 to ULEO 3 will be provided an 8% increase in base pay if the salary range schedule can accommodate the increase.

ARTICLE 47 MISCELLANEOUS

Section 1. All employees are subject to the state and University policy on employees' use of employer provided vehicles.

Section 2. All employees shall be paid their bi-weekly paycheck through electronic direct deposit at a financial institution of the employee's choice.

ARTICLE 48 DURATION

Section 1. The Union acknowledges that it has had ample opportunity to submit proposals and bargain over all negotiable matters and that with this Agreement hereby expressly waives any right to bargain over matters covered by this Agreement or other matters affecting wages, hours, benefits, or other terms and conditions of employment during the term of this Agreement.

Section 2. This Agreement represents a complete and final understanding on all bargainable issues between the University and the Union and shall be effective from the date of ratification of this Agreement (unless otherwise indicated) until December 31, 2017 and thereafter from year to year unless at least ninety (90) days prior to said expiration date, or any anniversary thereof, either party gives timely written notice to the other of an intent to negotiate on any or all of its provisions. Notice to modify or terminate this Agreement shall comply with Ohio Administrative Code Rule 4117-1-02 which provides for electronic filing of certain documents. The University agrees to engage in multi-unit bargaining with the FOP-OLC provided it

represents more than one collective bargaining unit of police officers employed by the Cleveland State University Police Department.

Section 3. Upon timely written notice of an intention to reopen negotiations, an initial conference will be arranged no later than ninety (90) days prior to the termination date of the Agreement. Nothing in this section shall be deemed to prevent an agreement between the University and the Union to extend the termination date.

SIDE LETTER

IMPLEMENTATION OF 10/12 HOUR SHIFTS

Subject to the Police Chief's determination of operational need and department staffing levels, the University may implement alternative work schedules providing for ten (10) and/or twelve (12) hour shifts. The assignment of employees to eight (8), ten (10) or twelve (12) hour shift schedules shall be at the discretion of the Police Chief. The Employer retains the discretion to continue the alternate work schedule(s), in whole or in part, or to return employees to an eight (8), ten (10) or twelve (12) hour shift schedule. In the event of the discontinuation of an alternate work schedule(s), the Employer shall provide the employee(s) and the Union with thirty (30) calendar days advance notice of the schedule change unless otherwise agreed between the Police Chief and affected employee(s).

For the duration of this contract, (January 1, 2012 to December 31, 2014) the University shall continue its implementation of the alternate twelve (12) hour work schedule.

With ten (10) and/or twelve (12) hour shifts, current contract provisions regarding sick leave, vacation and holiday pay shall be applied as follows. Unless otherwise noted herein, the provisions of the parties' collective bargaining agreement governing sick leave, vacation and holiday pay shall remain in effect and unchanged.

Sick Leave: the deduction from an employee's sick leave accrual will be equal to the number of hours the employee takes off for sick time.

Vacation: the deduction from an employee's vacation accrual will be equal to the number of regularly scheduled hours during the vacation period. For a twelve (12) hour shift employee who is requesting one (1) week of vacation during his forty-eight (48) hour work week schedule but does not have sufficient vacation accrual to cover the request, up to eight (8) hours will be granted as approved unpaid leave time; and for a two (2) week vacation request covering an eighty-four (84) hour bi-weekly work schedule, up to four (4) hours will be granted as approved unpaid leave time.

Compensatory Pay: Utilization of compensatory time will not be included in the calculation of hours for determining overtime.

SIDE LETTER

USE OF ASSESSMENT CENTERS

The following agreement is attached to and made part of the collective bargaining agreement.

1. The parties have agreed, in Article 18, to the use of assessment centers, when applicable, as one of the criteria to be used by which to judge candidates for vacant positions.

2. The parties further agree that once an assessment center is used for filling a position in a specific bargaining unit job title, such assessment center shall be used for any other vacancy occurring in that job title during the term of the current collective bargaining agreement.

**MEMORANDUM OF AGREEMENT
FURLOUGH DAYS**

If University is closed, in whole or in part, for any period of time due to the scheduling of furlough days for employees outside of the bargaining unit, those day(s) shall not be considered an emergency closing or holiday. Bargaining unit personnel working during a University furlough day(s) closure shall receive their regular compensation.

**SIDE LETTER AGREEMENT
CSU/FOP-OLC**

Per the Recommendation of Fact Finder Robert G. Stein, the following agreement is attached to and made part of the collective bargaining agreement.

In consideration of finalizing negotiations for a collective bargaining agreement covering 2012-2014, the FOP and University agree as follows:

1. The FOP agrees that the duties of providing motorist assistance, fire watch, personal escort services, locking and unlocking doors in University buildings will not be assigned to members in the absence of exigent or emergency situations.
2. The FOP agrees to withdraw three pending grievances.
3. The University agrees to pay each bargaining unit member the sum of \$1,000.00 as soon as practicable after signing the agreement.
4. The grievances to be withdrawn as stated in paragraph 2 are numbers 1105, 1201, and 1202.
5. The University agrees that if supervision is needed for a special event, it will first call the officers holding the rank of ULEO 3 who have bid the assignment. If a ULEO 3 is unavailable for duty, or none have bid the special event, the University may assign the supervisory position to a non-bargaining unit supervisor.

**MEMORANDUM OF AGREEMENT
PILOT PROGRAM**

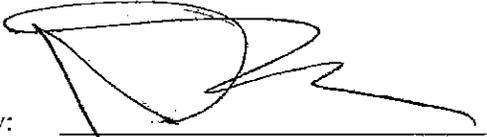
1. Effective January 10, 2016, the CSU Police Department shall establish a pilot program of a combination of eight (8) and 12 (twelve) hour shifts.
2. For the period commencing January 10, 2016 to April 2, 2016, the initial pilot period, assigned shifts shall be covered by Platoons A, B, C, and D, per the attached Schedule "A".
3. The parties shall meet on or before March 18, 2016 to discuss the viability of the program.
 - A. Should the parties agree that the program remains viable, then schedules shall be posted pursuant to Schedule "B," attached hereto, (given the 2 new hires have completed field training and are prepared for Schedule B) effective April 3, 2016.
 - B. Bidding for Schedule B for summer semester will begin 30 days prior to the beginning of the semester. Bidding will comply with current contract language, per Article 26 of the parties' collective bargaining agreement.
 - C. Should the parties not be able to agree on the continuation of the pilot program, a schedule will be implemented with 30 days notice pursuant to the side letter "Implementation of 10/12 Hour Shifts" and Article 24(3) of the parties' collective bargaining agreement.
4. At all times, management reserves the right to implement 8/10/12 hour shifts, at its sole discretion, pursuant to the side letter between the parties concerning the implementation of 10/12 hour shifts and pursuant to Article 24(3) of the parties' collective bargaining agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 29 day of January, 2016.

CLEVELAND STATE UNIVERSITY

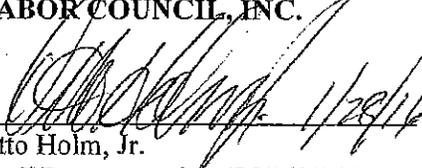
By: 

Ronald M. Berkman, Ph.D.
President

By: 

Jesse S. Drucker, J.D.
Assistant Vice President for Human
Resources and Chief Negotiator

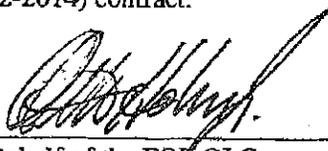
**FRATERNAL ORDER OF POLICE
OHIO LABOR COUNCIL, INC.**

By: 

Otto Holm, Jr.
Staff Representative, FOP/OLCI

MEMORANDUM OF AGREEMENT

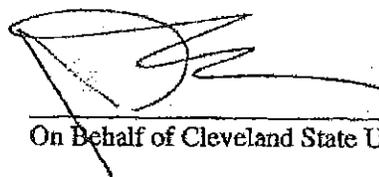
The University and the FOP-OLC agree to designate Rob Stein to serve as Mediator and Fact Finder for the negotiations for a Collective Bargaining Agreement commencing January 1, 2015. If Mr. Stein chooses not to accept the assignment, a neutral will be chosen by the strike method from the list of Arbitrators set forth at Article 12, Step 3, Section 4(a) of the current (2012-2014) contract.



On Behalf of the FOP-OLC

12-4-12

Date



On Behalf of Cleveland State University

December 4, 2012

Date

Appendix A - Pay Ranges and Longevity Table

Effective January, 2015, the FOP Pay Ranges are as follows:

Title	Pay Grade	Minimum	Midpoint	Maximum
ULEO 1	28	21.72		
ULEO 2	30	23.73	26.20	29.72
ULEO 3	31	25.63	28.88	32.12

The corresponding Longevity Table is as follows (utilizing the formula per the Ohio Revised Code): $.005 * \text{longevity years} * \text{step 1 rate}$

	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20	
Step 1 Rate ULEO 1	21.72	0.54	0.65	0.76	0.87	0.98	1.09	1.19	1.30	1.41	1.52	1.63	1.74	1.85	1.95	2.06	2.17
Step 1 Rate ULEO 2	23.73	0.59	0.71	0.83	0.95	1.07	1.19	1.31	1.42	1.54	1.66	1.78	1.90	2.02	2.14	2.25	2.37
Step 1 Rate ULEO 3	25.63	0.64	0.77	0.90	1.03	1.15	1.28	1.41	1.54	1.67	1.79	1.92	2.05	2.18	2.31	2.43	2.56

Appendix B - Pay Ranges and Longevity Table

Effective January, 2016, the FOP Pay Ranges are as follows:

Title	Pay Grade	Minimum	Midpoint	Maximum
ULEO 1	28	22.05		
ULEO 2	30	24.09	26.59	30.17
ULEO 3	31	26.01	29.31	32.60

The corresponding Longevity Table is as follows (utilizing the formula per the Ohio Revised Code): $.005 * \text{longevity years} * \text{step 1 rate}$

	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20	
Step 1 Rate ULEO 1	22.05	0.55	0.66	0.77	0.88	0.99	1.10	1.21	1.32	1.43	1.54	1.65	1.76	1.87	1.98	2.09	2.21
Step 1 Rate ULEO 2	24.09	0.60	0.72	0.84	0.96	1.08	1.21	1.33	1.45	1.57	1.69	1.81	1.93	2.05	2.17	2.29	2.41
Step 1 Rate ULEO 3	26.01	0.65	0.78	0.91	1.04	1.17	1.30	1.43	1.56	1.69	1.82	1.95	2.08	2.21	2.34	2.47	2.60

Appendix C - Pay Ranges and Longevity Table

Effective January, 2017, the FOP Pay Ranges are as follows:

Title	Pay Grade	Minimum	Midpoint	Maximum
ULEO 1	28	22.38		
ULEO 2	30	24.45	26.99	30.63
ULEO 3	31	26.40	29.75	33.09

The corresponding Longevity Table is as follows (utilizing the formula per the Ohio Revised Code): $.005 * \text{longevity years} * \text{step 1 rate}$

	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20	
Step 1 Rate ULEO 1	22.38	0.56	0.67	0.78	0.90	1.01	1.12	1.23	1.34	1.45	1.57	1.68	1.79	1.90	2.01	2.13	2.24
Step 1 Rate ULEO 2	24.45	0.61	0.73	0.85	0.98	1.10	1.22	1.34	1.47	1.60	1.71	1.83	1.96	2.08	2.20	2.32	2.45
Step 1 Rate ULEO 3	26.40	0.66	0.79	0.92	1.06	1.19	1.32	1.45	1.58	1.72	1.85	1.98	2.11	2.24	2.38	2.51	2.64