



COLLECTIVE BARGAINING AGREEMENT

BETWEEN

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

AND



THE UNIVERSITY OF AKRON

(University Police Officer 2)

Contract #1: Effective June 1, 2016 through June 30, 2019

Contract #2: Effective July 1, 2019 through June 30, 2020

INDEX

	<u>Page</u>
Article 1	Agreement.....1
Article 2	Management Rights2
Article 3	Dues Deduction.....3
Article 4	Non-Discrimination4
Article 5	Union Representation.....5
Article 6	Safety6
Article 7	Corrective Action.....7
Article 8	Grievance and Arbitration Procedure9
Article 9	Seniority.....13
Article 10	Layoff and Recall.....14
Article 11	Information Requests15
Article 12	Personnel Files.....16
Article 13	Written Notification17
Article 14	Resignations.....18
Article 15	No Strike--No Lockout19
Article 16	Parking20
Article 17	Insurance and Change of Benefits21
Article 18	Medical Examinations22
Article 19	Officer-In-Charge23
Article 20	Conflict24
Article 21	Leaves of Absence25
Article 22	Recognition.....27
Article 23	Emergency Closing.....28
Article 24	Permanent Promotions and Vacancies – Job Bidding29
Article 25	Court Leave.....30
Article 26	Vacation.....31
Article 27	Holidays.....32
Article 28	Uniforms.....33
Article 29	Compensatory Time.....34
Article 30	Compensation35
Article 31	Communicable Diseases38
Article 32	Hours of Work and Overtime39
Article 33	Nepotism.....41
Article 34	Duration42
	Execution.....43

ARTICLE 1
AGREEMENT

Section 1.1. The UNIVERSITY OF AKRON (herein called the "University"), and THE FRATERNAL ORDER OF POLICE/OHIO LABOR COUNCIL, INC. (herein called the "Union" or the "OLC"), 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, including the members of the bargaining unit, as best qualified to fulfill that objective; and

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. The parties intend to provide a method for the equitable and peaceful adjustment of differences which may arise and to establish certain standards regarding wages, hours and terms and other conditions of employment.

Section 1.2. The parties intend the terms of this Agreement to supersede any Ohio Revised Code provisions on the same subject. Where this Agreement is silent on a matter, the University may act with discretion consistent with applicable law.

ARTICLE 2
MANAGEMENT RIGHTS

Section 2.1. 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 2.2. 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 workforce and each department's organizational structure, including the right to layoff 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 2.3. 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.

ARTICLE 3
DUES DEDUCTION

Section 3.1. The University will deduct any initiation fees and dues levied in accordance with the Constitution and Bylaws of the OLC from the pay of the members of the bargaining unit upon receipt from the OLC of individual signed authorization cards executed by the member for that purpose and bearing her/his signature. In the event that the authorized monthly deduction amount is to be changed, then the OLC shall notify the University in writing at least thirty (30) days prior to the requested effective date of the change.

Section 3.2. An employee shall have the right to revoke such authorization by giving written notice to the University and the OLC 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 3.3. All authorized deductions will be made from the member's pay on a regular monthly basis. The University agrees to make every effort to forward checked off dues to the OLC within two weeks following the second pay of each month together with a list of the members of the bargaining unit paying such dues or fees by payroll deduction, and upon receipt, the OLC shall assume full responsibility for the disposition of all funds deducted.

Section 3.4. All dues withheld by the University shall be paid to the FOP, Ohio Labor Council, Inc., 222 East Town Street, Columbus, Ohio 43215.

Section 3.5. Effective thirty (30) days following the beginning of employment as PO 2 classified employees in the bargaining unit and who are not members in good standing of the FOP/Ohio Council, Inc., shall pay to the Union a fair share fee. This does not require any employee to become a member of the Union nor shall the fair share fee exceed dues paid by members of the Union who are members of the bargaining unit. The calculation and administration of the Union's fair share fee shall comply with ORC 4117.09 and with all constitutional requirements as defined by the federal courts. The deduction of fair share fee from the payroll checks of employees and its payment to the Union is automatic and does not require the authorization of the employee. Payments by employees holding religious conscientious objections shall be governed by the ORC 4117.09(c).

Section 3.6. The OLC 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.

ARTICLE 4
NON-DISCRIMINATION

Section 4.1. The University and the Union reaffirm their mutually held responsibility, under federal and state laws and executive orders relating to fair employment practices, that no individual shall be unlawfully discriminated against on the basis of race, creed, color, sex, age, national origin, or disability.

Section 4.2. The University and the OLC mutually agree neither will discriminate against any individual on the basis of membership or non-membership in the Union or on the basis of lawful participation or refusal to participate in the activities of the Union.

Section 4.3. It is understood that all gender-based references to employees and bargaining unit members in this Agreement refer to both sexes.

ARTICLE 5
UNION REPRESENTATION

Section 5.1. Non-employee representatives of the OLC will be admitted to the University's premises for the purpose of processing grievances and attending labor-management meetings, or for monitoring the administration of this Agreement provided the representative secures the prior approval of the Chief of Police or the Asst. Exec. Dir. of Human Resources or their designee and further provided this does not interfere with or disrupt a bargaining unit employee's job responsibilities or the normal conduct of University affairs.

Section 5.2. The University will provide six (6) square feet of enclosed board space at one location in Station 2, 122 S. College St. Two (2) keys shall be provided to the OLC and the bulletin board shall be kept closed and locked at all times.

1. 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.
2. There shall be no notices or other writings posted which contain anything political, controversial or critical of the University or any other department or any employee or other persons.

Section 5.3. A bargaining unit member may only perform or participate in union business on non-working time, unless otherwise expressly agreed by the Chief of Police or designee, provided one (1) employee representative may attend a meeting scheduled by the University during that employee representative's working time without loss of pay. An employee representative will not be compensated for attending a meeting during that employee representative's non-working time.

Section 5.4. Subject to availability and appropriate usage, the University will make a good faith effort to make a room available in Station 2 for meetings of the bargaining unit. It shall be the responsibility of the OLC to contact the appropriate office and arrange for scheduling of a room. It is understood that social functions, organizing efforts, and other activities outside the scope of bargaining unit business are not permitted under this provision.

Section 5.5. The University agrees to authorize an aggregate of twenty-four (24) hours of paid leave per calendar year for the bargaining unit for OLC delegates to use any time during the year to attend OLC functions such as, but not limited to, conventions, educational meetings, or conferences. The University will make a good faith effort to authorize OLC delegates to utilize vacation leave or unpaid leave to attend OLC functions in addition to the above-mentioned twenty-four hours of paid leave. Any requests for a paid leave pursuant to this Section must be submitted in writing to the Chief of Police or designee as soon as practicable upon learning of the need for such leave, but not less than seven (7) calendar days prior to the commencement of said leave. No more than two (2) bargaining unit members may be on such leave at any given time.

ARTICLE 6
SAFETY

Section 6.1. The University and the Union will continue to promote and encourage safety in all matters including safe working conditions. The University shall train employees regarding new safety equipment and materials being utilized in its operations.

Section 6.2. The University shall enforce the right to have any employee examined by a physician if it suspects that an employee's health or physical condition represents a health or safety threat to the employee or others. If the employee is dissatisfied with the determination of the physician selected by the University, the employee may be re-examined at the Summa Health Systems and the University shall pay half of the cost of such re-examination, which shall be conclusive on the issue. Employees required to be examined shall be paid for lost time.

Section 6.3. The University and the Union shall each appoint two (2) representatives to a joint safety committee to make recommendations to enhance the safety of the work force, including the provision of essential protective equipment.

ARTICLE 7
CORRECTIVE ACTION

Section 7.1. No bargaining unit member shall, for disciplinary reasons, be reduced in pay or position, suspended, discharged, or removed except for just cause, including any violation of University and Police Department work rules.

Section 7.2. When it is necessary to suspend, discharge, reprimand, or demote a bargaining unit member, such action will be taken within sixty (60) calendar days following the University's discovery of the infraction or misconduct. Upon written request by a representative of the University, the 60 day period may be extended by mutual agreement. Such agreement shall not be unreasonably withheld. When such action is taken, the employee shall receive written notification from the Chief of Police or Asst. Exec. Dir. of Human Resources stating the reasons for such disciplinary action. The University will not unreasonably or arbitrarily delay in the processing of any contemplated disciplinary action.

Section 7.3. Employees shall not be discharged, demoted or suspended without pay without first being given an opportunity to attend a conference where the employee may provide facts or views relevant to the events at issue. The University reserves the right to suspend a bargaining unit member with pay pending such conference. The employee being disciplined may have the OLC representative present. The pre-suspension conference will be conducted by an administrator selected by the Employer. The employee may choose to:

- (a) appear at the conference to present oral or written statements in the employee's defense;
- (b) appear at the conference and have an employee or non-employee representative of the OLC present oral or written statements in the employee's defense; or
- (c) elect in writing to waive the opportunity to have a pre-suspension conference.

Failure to elect and pursue one of these three options will be deemed a waiver of the employee's right to a pre-suspension conference. At the conference, the employee or the employee's representative may respond to the stated reasons for the proposed disciplinary action. The employee may present testimony, witnesses, or documents which are relevant to the matter at issue. The employee shall provide a list of witnesses, and the name and occupation of the employee's representative, if any, to the University as far in advance as possible. It is the employee's responsibility to notify witnesses that the employee desires their attendance at the hearing. The administrative officer presiding at the conference will review the facts presented and make a written determination of the appropriate discipline, if any, and provide a copy of such written determination to the employee within ten (10) working days (Monday – Friday) following its preparation.

Section 7.4. Forms of discipline may include:

1. First Step Warning (which will be documented),
2. Written warning,
3. Suspension with/without pay,
4. Reduction in pay or rank and/or
5. Termination.

Section 7.5. If the University's disciplinary action is based in whole or in part on portions of the bargaining unit member's record, such portions of the bargaining unit member's record will be made available for inspection by the OLC representative during normal working hours provided the member requests such inspection or authorizes said inspection by the member's designee in writing.

Section 7.6. Copies of all reprimands and notices of suspension, demotion, or discharge will be given to the bargaining unit member and the OLC representative, and a copy will be placed in the employee's official personnel file.

Section 7.7. No bargaining unit member will be required by the University to submit to a polygraph examination without the bargaining unit member's prior written consent.

ARTICLE 8
GRIEVANCE AND ARBITRATION PROCEDURE

Section 8.1. For purposes of this Article, a "grievance" will be defined as a dispute or controversy arising from the interpretation, meaning, or application of the specific and express written provisions of this Agreement. Days shall be defined as calendar days.

Section 8.2. A grievance may be brought by the OLC, any bargaining unit member or group of bargaining unit members.

Section 8.3. A grievance must be filed within seven (7) days of the event giving rise to the grievance, or within seven (7) days after the grievant knew or reasonably should have known the facts which are the subject of the grievance (but in no case later than thirty (30) days from the date of the incident). The time limits specified in this Article may be extended only by the mutual agreement of the parties. If the grievant fails to appeal a disposition of a grievance within the specified time limits, the grievance shall be considered settled on the basis of the last disposition by the University. If the University fails to reply within the specified time limit, the grievance shall automatically be advanced to the next level of the Grievance and Arbitration Procedure.

Section 8.4. Both parties agree that all grievances should be dealt with promptly and every effort should be made to settle grievances as close to the source as possible. Hence, before commencing the formal grievance procedure, the bargaining unit member shall attempt to resolve the grievance informally with the bargaining unit member's immediate supervisor as soon as possible.

Section 8.5. Where an incident affects more than one bargaining unit member in a similar manner, the affected employees may file a group grievance. One member selected by such a group will process the grievance. The names of all members of the group on whose behalf the grievance is filed must be provided to the University in writing not later than the Step 2 hearing. Group grievances and disciplinary grievances will be initiated at Step 2 of the grievance procedure.

Section 8.6. Any grievance which cannot be informally resolved shall be processed only in the following manner:

A. STEP ONE.

1. A bargaining unit member will reduce the grievance to writing on the form attached as Exhibit A and present such grievance to the bargaining unit member's Shift Sergeant, or if the Shift Sergeant is unavailable, the next non-bargaining unit supervisor in the chain of command, within the time limit specified in Section 8.3. The statement of the grievance shall set forth the specific Articles and Sections of the Agreement alleged to have been violated, a description of the incident giving rise to the grievance, the date and time the grievance occurred and/or when the employee

first had knowledge of the occurrence, and the specific relief requested, and shall be dated and signed by the employee. No grievance shall be processed or considered timely unless it is submitted on the appropriate form and contains all of the foregoing information. The Shift Sergeant will indicate the time of receipt of the grievance and sign the form.

2. Within fourteen (14) days of receipt of the grievance, the Shift Sergeant or other designated supervisory officer will answer the grievance in writing on the grievance form and return it to the grievant.

B. STEP TWO.

1. A grievance unresolved at Step 1 may be submitted by the grievant to the Captain within fourteen (14) days from receipt of the Step 1 answer. Within fourteen (14) days after the submission of the grievance at Step 2, the Captain and/or other designee will hold a Step Two meeting. The OLC representative and/or other OLC associate member may attend this meeting and may represent the grievant.
2. Within fourteen (14) days after the Step Two meeting, the Captain or other designee will answer said grievance in writing on the grievance form and return it to the grievant.
3. If the bargaining unit member is not satisfied with the answer, the grievance may be appealed by returning the completed grievance form within fourteen (14) days of receipt to the Chief of Police.

C. STEP THREE.

1. A grievance unresolved at Step 2 may be submitted by the grievant to the Chief of Police within fourteen (14) days of the Step 2 answer. The Chief of Police or other designated administrator will hold a third step meeting within fourteen (14) days after the submission of the grievance at Step 3.
2. The grievant may be represented at this level by the OLC representative and/or an OLC associate member.
3. Within twenty-one (21) days after said meeting, the Chief of Police or other designated administrator will answer said grievance in writing on the grievance form and return it to the grievant with a copy to the OLC representative.

D. STEP FOUR.

1. A grievance unresolved at Step 3 may be submitted by the grievant to the Associate Vice President for Talent Development and Human Resources within fourteen (14) days of the Step 3 answer. The Associate Vice President for Talent Development and Human Resources or other designated administrator will hold a fourth step meeting within fourteen (14) days after the submission of the grievance at Step 4.
2. The grievant may be represented at this level by the OLC representative and/or an OLC associate member.
3. Within twenty-one (21) days after said meeting, the Associate Vice President for Talent Development and Human Resources or other designated administrator will answer said grievance in writing on the grievance form and return it to the grievant with a copy to the OLC representative.
4. The OLC, based upon the facts presented, has the right to decide whether to arbitrate a grievance. Within thirty (30) days from the date of the Step 4 answer, the OLC shall notify the Associate Vice President for Talent Development and Human Resources writing of its intent to seek arbitration of an unresolved grievance.

Section 8.7. Within fourteen (14) days following the University's receipt of the OLC's demand for arbitration, the parties shall jointly request the Federal Mediation and Conciliation Services (FMCS) to submit a panel of seven (7) potential arbitrators. Either party may once reject the list and request another list of seven names from FMCS. Within fourteen (14) days following receipt of such list, the parties will select the arbitrator. The parties shall alternately strike a name from the list until only one name remains.

Section 8.8. The arbitrator shall have no power or authority to add to, subtract from, or in any manner, alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement. The arbitrator shall determine only whether there has been a violation of this Agreement within the allegations set forth in the grievance. The arbitrator shall not render any award contrary to, inconsistent with, changing, altering limiting or modifying any practice, policy, rule, regulation or action established or taken by the University so long as such practice, policy, rule, regulation, or action does not conflict with an express term of this Agreement. The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring outside the period covered by the Agreement. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement.

Section 8.9. The University will notify the OLC of any question of arbitrability prior to the arbitration hearing. In any arbitration proceeding where a question concerning procedural or substantive arbitrability of the grievance is raised, the arbitrator shall bifurcate the arbitration hearing and first rule upon the arbitrability issues, unless the University and the Association mutually agree not to bifurcate the hearing. If the arbitrator rules that the grievance is arbitrable, then the arbitrator shall proceed to conduct a hearing on the merits of the grievance.

Section 8.10. The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be borne equally by the University and the OLC. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

Section 8.11. The arbitrator's decision and award will be final and binding on the grievant, the OLC and the University. The arbitrator will be requested to issue a decision within thirty (30) days after the conclusion of the hearing or submission of final briefs.

Section 8.12. The Grievance and Arbitration Procedure set forth in this Article 8 shall be the exclusive method of reviewing and resolving grievances. The University, the OLC and employees shall not resort to any other forum or procedure to resolve grievable matters. The decision of the arbitrator and all grievance settlements reached by the OLC and the University shall be final, conclusive and binding on the University, the OLC and the employees. A grievance may be withdrawn at any time prior to the commencement of the hearing.

Section 8.13. The processing of a grievance shall not interfere with the efficient operations of the department and all meetings required under this procedure shall be held during non-working time, unless otherwise expressly agreed by the OLC and the University. If so agreed, any meeting required under this procedure held during the working hours of the involved parties shall not result in a loss of pay or benefits.

ARTICLE 9
SENIORITY

Section 9.1. Unless otherwise expressly provided in this Agreement, seniority for bargaining unit members will be based upon total continuous service as a police officer with the University.

Section 9.2. All newly-appointed bargaining unit members will be considered probationary employees for the first twelve (12) months in active pay status with the University and during such period shall have no recourse to the grievance and arbitration procedure for the purpose of challenging any discipline or discharge; shall have no ability to exercise the application of seniority; and are employed at the sole discretion of the University. Upon the successful completion of the probationary period, seniority will be retroactive to the employee's date of appointment.

Section 9.3. Upon written request, but not more often than once per calendar year, the University will provide the OLC a seniority list reflecting each bargaining unit member's length of service as a police officer.

Section 9.4. A bargaining unit member's seniority and employment shall terminate if a bargaining unit member:

- A. Quits or resigns (a failure to report off for three (3) or more consecutive workdays will be considered a voluntary quit).
- B. Is discharged for just cause.
- C. Is laid off or otherwise fails to perform any bargaining unit work for a period of twelve (12) or more consecutive months.
- D. Fails to report to work as scheduled after leave of absence or layoff (unless there is a good and sufficient reason beyond the control of the employee).

Section 9.5. The University will furnish a seniority list to the OLC representation and to affected bargaining unit members when the University notifies employees of layoff.

Section 9.6. If two (2) employees have the same seniority date, their seniority ranking shall be determined alphabetically. If two (2) or more employees have the same last name and the same seniority date, then seniority ranking shall be determined alphabetically by the employee's first name.

ARTICLE 10
LAYOFF AND RECALL

Section 10.1. Whenever the University determines a reduction in the workforce is necessary, the University shall determine the classification or classifications in which the layoff or layoffs will occur and the numbers of employees to be laid off within each classification and campus.

Section 10.2. Layoffs shall be based upon date of appointment in the classification beginning with the employees with the most recent date of full-time appointment in the classification in which the layoffs are occurring. Each employee's official personnel file shall be the sole basis for determining appointment dates.

Section 10.3. If a University Police Officer 2 is to be laid off, such officer may bump a less senior University Police Officer 1.

Section 10.4. When it becomes necessary to layoff an employee for lack of work, lack of funds or abolishment of position, such employee shall be notified at least fourteen (14) calendar days before the layoff occurs.

Section 10.5. A laid off bargaining unit member will retain recall rights for a period of twelve (12) months from the effective date of layoff. The recalled employee shall have five (5) calendar days following the date of the recall notice to notify the University of the intention to return to work and must return to work on the date established by the University, which shall be not less than ten (10) days after the date of notice of recall, unless the University and the employee mutually agree to a different date.

Section 10.6. Employees on layoff or unpaid leave of absence are not eligible for holiday pay for holidays which fall during such layoff or leave; provided, however, that an employee is laid off on the date a holiday is observed shall be paid for the holiday if they would otherwise have been eligible for pay had the holiday been observed on its normal calendar date (e.g., Columbus Day observed the day after Thanksgiving).

ARTICLE 11
INFORMATION REQUESTS

Section 11.1. The University will furnish to the OLC, upon written request, any public information related to the negotiation or administration of this Agreement, provided that such information is available and can be furnished at reasonable expense. The OLC's request shall allow a reasonable time to assemble the information, and the University may determine the format in which such information is provided.

Section 11.2. Upon written request, but not more than four (4) times per year, the University will provide the OLC with a report of changes in the bargaining unit membership including separations, deaths, retirements, and promotions.

Section 11.3. The University will provide to the OLC a copy of written communications distributed to the general membership of the bargaining unit by the Police Administration.

Section 11.4. The University will furnish each member of the bargaining unit with a electronic report of the member's sick leave balance each pay day.

ARTICLE 12
PERSONNEL FILES

Section 12.1. Personnel files are considered public records as defined in the Ohio Revised Code. Bargaining unit members will have access to public records of the University in accordance with applicable law.

Section 12.2. An official personnel file will be maintained in the Office of Human Resources for each bargaining unit member. Every bargaining unit member shall be allowed to review the contents of the member's personnel file at all reasonable times upon written request except that any bargaining unit member involved in a grievance or disciplinary matter shall have access at any reasonable time in order to adequately prepare for such process. Memoranda clarifying and explaining alleged inaccuracies of any document in said file may be added to the file by the bargaining unit member.

Section 12.3. In disciplining an employee, the University shall not rely upon instances of absenteeism, sub-standard work performance or minor infractions which are more than twenty-four (24) months old or instances of tardiness which are more than twelve (12) months old.

ARTICLE 13
WRITTEN NOTIFICATION

Section 13.1. The University will provide the OLC with a receptacle in Station 2 for the receipt of written communication from the administration.

Section 13.2. The OLC will provide the University with an off-campus address or post office box address to which U.S. mail may be sent and which shall be used for the receipt of all U.S. mail and notices and other correspondence from the University. The OLC will immediately notify the University of any change in such address.

ARTICLE 14
RESIGNATIONS

Section 14.1. Employees who resign shall sign and submit a Letter of Separation form to the Chief of Police at least two (2) weeks prior to the employee's last working day. Employees will make a reasonable effort to provide the University an earlier notice of intent to resign whenever possible. A Letter of Separation, once submitted by the employee and accepted by the University, shall be irrevocable except by mutual written agreement between the University and the employee.

Section 14.2. In addition to being paid for any accumulated compensatory time, any vacation entitlement accrued by a bargaining unit member who resigns shall be calculated based on the University's Administrative Code and shall be included in the employee's last paycheck.

ARTICLE 15
NO STRIKE -- NO LOCKOUT

Section 15.1. During the term of this Agreement and during the negotiation period of any successor agreement, the University shall not lock-out and the OLC and members of the bargaining unit shall not engage in any strike (including any work stoppage, slow-down, picketing, sick-out, boycott, stay-home, sit-down, stand-in, sympathy strike, refusal to cross picket lines, or any other form of restriction of production or interference with operations).

Section 15.2. Should a strike (as defined above) occur, the OLC will take all disciplinary and other available measures under its rules to bring a prompt end to the stoppage. The OLC will publicly repudiate the action of the offending employees and mail a notice to all bargaining unit employees directing them to immediately cease and desist. In addition, the OLC hereby agrees and consents to the issuance by the Summit County Common Pleas Court of an injunction restraining and prohibiting:

- A. All picketing or other forms of interference with University operations.
- B. Any attempts to harass, coerce or interfere with students, employees, deliveries, or other operations of the University.
- C. Any other and further relief deemed by the University and the Court to be appropriate in the circumstances.

Section 15.3. Any violation of Section 15.1 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 15.4. Nothing herein shall be construed as a limitation upon, or election of, remedies by the University.

ARTICLE 16
PARKING

Section 16.1. The University shall provide one (1) parking permit per year to all bargaining unit members who observe all parking rules and regulations. The cost to the bargaining unit member for such permit will be the same as the University establishes from time to time for classified staff. The parking fee, if any, shall be paid through a method determined by the University. The University reserves the right to change the parking locations of any employee.

Section 16.2. The University assumes no responsibility for protection of, or damage to, a vehicle or its contents while parked or operated on University property. An employee who uses the parking privileges assumes all risk of loss. The same is true regarding any lockers or storage areas provided to employees.

ARTICLE 17
INSURANCE AND CHANGE OF BENEFITS

Section 17.1. All bargaining unit members shall enjoy the same insurance programs and fee remission benefits as the University provides, from time to time, to classified staff of the University.

Section 17.2. During the term of this Agreement, should the University consider any material changes in the area of current employee insurance programs or educational benefits, the University shall afford the OLC an opportunity to meet and confer concerning implementation of such contemplated changes. The OLC understands that the University periodically goes out for bids on insurance coverage. The University retains the right to change carriers, self-insure, institute cost containment programs, or modify its insurance program, including implementation of employee contributions toward the cost of health care, so long as the program afforded the bargaining unit members is the same as that provided to all other classified staff.

ARTICLE 18
MEDICAL EXAMINATIONS

Section 18.1. The University has the right to require each bargaining unit member to submit to a medical examination, which may include psychiatric and/or psychological evaluation. A medical examination may be required once every thirty-six (36) months or more frequently if such examination is job related and consistent with the University's operational needs. The University will designate the health care provider or other qualified professional to perform the examination. The University will be responsible for the full cost of the examination and will pay the bargaining unit member at the applicable hourly rate for any time lost from work for such examination.

Section 18.2. When a medical examination is required pursuant to the Family and Medical Leave Act, disputes concerning the results of such medical examination will be resolved in accordance with the Act.

Section 18.3. In all situations other than those referenced in Section 27.2, disputes will be resolved in accordance with the following procedure:

1. The employee has the option of electing a second medical examination at the employee's own expense.
2. The employee must notify the University in writing of the name and address of the health care provider or other qualified professional who will perform the examination.
3. The employee must arrange to have all original medical reports and results sent directly to the office of the Chief of Police.
4. All required tests must be performed as defined by the University's medical standards.
5. The employee must approve the release of all previous medical records and comply with all other special examination requests related thereto.
6. If the first two medical opinions differ substantially, a third opinion will be obtained from the Summa Health System or a mutually agreed upon specialist. The cost of the third opinion will be borne by the University. The third opinion will be final and binding on the University, the OLC and the employee.

ARTICLE 19
OFFICER-IN-CHARGE

Section 19.1. Whenever no supervisor is working an assigned shift, the Chief of Police or designee (including a sergeant) will have the sole discretion to determine whether an Officer-in-Charge (OIC) is required. In the absence of an appointment, the senior officer assigned to the shift will be the OIC. To earn OIC pay, the officer must be directly supervising two or more other officers and serve as OIC for more than four hours during an eight hour shift. The compensation for OIC will be $\frac{1}{4}$ hour of overtime for each day as OIC. It is the responsibility of each OIC to ensure that the OIC compensation is properly logged on the time card and the OT board/page. This article shall not apply to special details or to the Wayne Campus unless approved by the Chief of Police or designee.

ARTICLE 20
CONFLICT

Section 20.1. Should any provision of the Agreement be invalidated by operation of law or be declared invalid by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect.

Section 20.2. The parties agree that should any provision of this Agreement be found to be invalid, they will meet to negotiate replacement language on the same subject matter within thirty (30) calendar days, such negotiations to be conducted in accordance with ORC Chapter 4117.

ARTICLE 21
LEAVES OF ABSENCE

Section 21.1. Sick Leave.

- A. The University shall continue to observe the sick leave provisions of R.C. Section 124.38, provided:
 - 1. Any illness of more than twenty-four (24) consecutive work hours requires a physician's certification of illness.
 - 2. If a pattern of individual excessive absenteeism develops, the University may require submission of a physician's certification of illness.
- B. Use of sick leave is restricted to instances of bona fide illness whether or not a physician's certificate is required. Any employee who claims sick leave shall complete the University's standard form of written certification. Any falsification of the employee's statement or any physician's certification shall be grounds for discipline.
- C. For the purpose of complying with Section A, once an employee has reported off on sick leave, it may not subsequently be changed to vacation, even if the employee is allowed to take vacation time pursuant to Article 24.
- D. There shall be no pyramiding of sick leave with workers' compensation or sickness and accident insurance benefits.
- E. In order to be eligible for sick leave, an employee must strictly comply with the University's reporting off requirements. In lieu of the normal two (2) hour requirement, it is agreed that day shift employees may report off with a one (1) hour notice. No post approval of sick leave will be granted. Once a vacation commences, vacation time may be converted to sick leave only if the employee is hospitalized while on vacation. Sick leave may be taken only for scheduled non-overtime work hours missed.
- F. Any bargaining unit member who has exhausted accumulated sick leave may be granted an unpaid leave of absence in accordance with the Family and Medical Leave Act.
- G. Before a bargaining unit member may return from extended sick or disability leave, including pregnancy leave, the member must provide the University a written certification by a physician attesting to the member's fitness to perform the essential functions of the job.

Section 21.2. Unpaid Leave of Absence.

- A. An unpaid leave of absence for reasons other than those covered by the Family and Medical Leave Act may be granted by the University to any member of the bargaining unit. Such leave may be granted for a maximum duration of six (6) months. Leave will be granted only to accommodate compelling circumstances and where such leave would not adversely affect operations in the Police Department. A request for a leave of absence must be submitted in writing and is subject to the approval of the Chief of Police.
- B. Upon completion of such a leave of absence, the bargaining unit member shall be returned to the same or similar position held prior to the leave. A bargaining unit member may be returned to active pay status prior to the originally scheduled expiration of leave upon mutual agreement of the bargaining unit member and the University.
- C. If it is found that a leave of absence is not actually being used for the purposes for which it was granted, the University may discharge the bargaining unit member.

Section 21.3. Military Leave.

Bargaining unit members will be granted leaves of absence for military duty in accordance with applicable state and federal laws.

Section 21.4. Bereavement Leave.

A bargaining unit member may take a reasonably necessary period of sick leave not to exceed five (5) days for a death in the bargaining unit member's immediate family. "Immediate family" is defined to include the bargaining unit member's spouse, parents, children, grandparents, siblings, grandchildren, brother-in-law, sister-in-law, son-in-law, mother-in-law, father-in-law, or legal guardian or other person who stands in the place of a parent (in loco parentis). The University may require proof of death or attendance at the funeral. If an employee has no accrued sick leave, the employee may use up to five (5) days of accrued vacation or accumulated compensatory time, or take leave without pay.

ARTICLE 22
RECOGNITION

Section 22.1. Bargaining Unit. The University recognizes the OLC as the sole and exclusive bargaining agent for the bargaining unit defined in the certification issued by the State Employment Relations Board on August 3, 2006 (Case No. 05-REP-10-0150). This unit includes all full-time employees in the classification of University Police Officer 2 employed by the University of Akron at its Akron or Wayne College Campuses. The University will not recognize any other employee organization as the bargaining representative for any of the bargaining unit members.

ARTICLE 23
EMERGENCY CLOSING

Section 23.1. When inclement weather or other conditions beyond the University's control require the University to be closed, the Chief of Police or designee will determine the required staffing levels for bargaining unit members. Bargaining unit members will report for their scheduled shift unless notified not to report. Any failure to report to work for other than just cause shall be grounds for disciplinary action. All bargaining unit members who are scheduled, but not required to work, will receive regular straight time pay for the scheduled hours while the University is closed. All bargaining unit members who work while the University is closed will receive overtime pay for each hour worked while the University is closed.

ARTICLE 24
PERMANENT PROMOTIONS AND VACANCIES -- JOB BIDDING

Section 24.1. All promotions and reclassifications of officers shall conform to applicable provisions of state and federal law and the University's affirmative action obligations to insure fair, equitable and consistent consideration for all officers. Members may provide constructive written recommendations through the OLC to the Chief of Police.

Section 24.2. When a vacancy occurs in a Sergeant's position and the Chief of Police intends to fill the position, a notice of vacancy shall be posted on the bulletin boards where employee notices are usually posted for seven (7) 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 seven (7) 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 University procedures.

Section 24.3. The successful applicant(s) must complete a one hundred eighty (180) calendar day probationary period to demonstrate ability to perform the requirements of the position. A performance evaluation shall occur on or about the ninetieth (90th) day and before the one hundred eightieth (180th) day. Should the performance of a successful applicant be considered unsatisfactory as indicated by the Chief of Police and the supervisor's written performance evaluations, the employee shall be returned to the employee's prior position.

Section 24.4. The opening due to reassignment of the applicant who fails the trial period may be filled by an applicant from the recommended list of candidates from the initial posting process. If none exists, the position shall be posted in accordance with this Article.

Section 24.5. Nothing in this Article shall limit or interfere with the University's right to declare a vacancy for reasons of attrition, the creation of a new or additional position, or the failure of an incumbent employee to satisfactorily perform the requirements of a position, or the University's right to make temporary assignments as necessary to fill the vacancy pending the posting process or to fill a temporary vacancy while an employee is on leave.

ARTICLE 25
COURT LEAVE

Section 25.1. The University will grant paid court leave at the officer's regular straight time hourly rate for time actually spent in court during their regularly assigned shift to any bargaining unit member who:

- A. Is summoned for jury duty by a court of competent jurisdiction; or
- B. Is subpoenaed to appear before any court, commission, board, or other government body authorized by law to compel the attendance of witnesses where the bargaining unit member is not a party to the action.

Section 25.2. The University will endeavor to schedule such employee for a shift which will not interfere with the employee's obligation to the court.

Section 25.3. Any bargaining unit member who is appearing before a court or other governmental body for a matter in which the bargaining unit member is a party, either directly or indirectly, shall be granted vacation time or leave of absence without pay. Such instances would include criminal or civil cases, traffic court, divorce or custody proceedings, or appearing as directed as parent or guardian of juveniles. In order to be granted either vacation time or a leave of absence without pay, the bargaining unit member must as soon as reasonably practicable give the appropriate supervisor written notice on the appropriate University form accompanied by a copy of a subpoena or other documentation from the court or other governmental body.

Section 25.4. Bargaining unit members who are the victim of a violent criminal felony directed against their person while off duty, or against the person of their spouse or minor child, shall be excused with pay for their necessary absence during a normal shift to appear as a witness in the criminal proceeding.

Section 25.5. Pay for court leave shall be equal to the difference between the regular straight-time wages the employee would have been paid for any time required to be in court and the amount the employee was paid, as certified in writing by the court.

Section 25.6. Officers who are summoned or ordered to appear in court to testify on behalf of the University as a result of a work-related incident will be paid in an amount equal to two and three quarters (2 3/4) hours of overtime pay at the officer's regular straight time hourly rate. The officer has the option of taking that two and three quarters (2 3/4) hours in compensatory time if they so choose. This provision shall not apply in the case of work which is either the continuation of the employee's work shift or immediately preceding the employee's work shift.

ARTICLE 26
VACATION

Section 26.1. Each bargaining unit member shall earn the following vacation leave in accordance with Ohio Revised Code Section 124.13 and the rules promulgated there under:

<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 26.2. The University will endeavor to honor a bargaining unit member's requested vacation time if possible. Vacation requests will not be unreasonably denied. The University reserves the right to limit the number of bargaining unit members permitted to be on vacation at any one time where the efficiency and operational needs of the University could be disrupted.

Section 26.3. Bargaining unit members who desire vacation preference shall sign the vacation preference list which will be posted on the first work day of each calendar year and which will remain posted until the last day of February. When two or more bargaining unit members request the same vacation time and operational needs require limitation of the number of bargaining unit members who can be off, the most senior bargaining unit member requesting the vacation time will be given first choice. Requests for vacation in increments of forty (40) hours or more, in an officer's regularly scheduled workweek, shall take preference over an officer's request of less than forty (40) hours. Members who fail to request a vacation preference by the last day of February will be granted available vacation slots on a first-come, first-serve basis.

Section 26.4. A bargaining unit member who is absent due to illness and who has exhausted sick leave may, unless disapproved by the Chief of Police, be permitted to charge such absence to any available leave time, provided that the member has complied with the requirements contained in Article 26.

ARTICLE 27
HOLIDAYS

Section 27.1. The bargaining unit shall observe the following paid holidays on the same dates as are determined by the University for the classified staff, excluding Veteran's Day:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's day	Veteran's Day (Floating)
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

The dates on which holidays will be observed will be determined and announced yearly by the University and once established will not be changed during that year.

Section 27.2. Work on holidays is mandatory, but the University will schedule holiday work only to the extent where, in its sole judgment, a failure to work would impair operations, the University declares that an emergency exists, or where it is necessary to protect the health, safety, and welfare of the University.

Section 27.3. In order to qualify for holiday pay, each bargaining unit member must work the scheduled shifts immediately preceding and following the day the holiday is observed unless:

- A. Excused in writing by a supervisor.
- B. The employee's illness is evidenced by a physician's written certification.
- C. The employee has not been previously scheduled to work a shift on the day immediately before or after the holiday.
- D. The employee is on approved vacation or other approved absence.

Section 27.4. A bargaining unit member who is absent due to illness and who has exhausted paid sick leave may, unless disapproved by the Chief of Police, be permitted to charge such absence to any available paid leave time, provided that the member has complied with the requirements contained in University Closing Article herein.

ARTICLE 28
UNIFORMS

Section 28.1. The University will continue to provide the following items to bargaining unit members:

1. Duty weapon
2. Duty ammunition
3. Badges
4. Patches
5. Protective Vests (Vests shall be replaced upon the specified time frames recommended by the manufacturer). The protective level of new vests will be level 2. Two carriers will be provided for the officer, one internal carrier and one external carrier.

Section 28.2. Upon the effective date of this Agreement, the uniform allowance provided each year for bargaining unit members shall be in the amount of One Thousand Fifty Dollars (\$1,050.00), one-half (½) to be paid in April and one-half (½) to be paid in October. Should a bargaining unit member leave employment with the University within ninety (90) days after receiving a uniform allowance payment, fifty percent (50%) of the payment will be returned to the University in the form of a payroll deduction from the individual's last paycheck.

Section 28.3. When articles of uniform or equipment become unserviceable because of normal wear or are damaged in the line of duty, they shall be replaced or repaired as may be ordered by the Chief of Police or designee at the officer's cost, excluding those items set forth in Section 28.1 above.

Section 28.4. All articles of equipment and uniforms will be brought in twice yearly and inspected. In-rank inspections can be conducted at any time. The cost of missing or damaged University-owned articles because of the employee's negligence shall be charged to the employee to who said articles were entrusted.

Section 28.5. Upon resignation, retirement, death, or separation from the University or the Police Department, all items set forth in Section 28.1, as well as all other University provided equipment, shall be returned to the Captain or Chief of Police and shall remain the property of the University.

Section 28.6. Final payment of wages, and any accrued sick leave and vacation owed per University rule, shall be withheld until University-owned serviceable clothing and equipment in the officer's possession, as set forth in Section 28.5 above, including keys and I.D., have been returned.

Section 28.7. The Chief of Police may issue regulations which shall prescribe a standard dress code for employees. Any employee who fails to comply with such regulations shall be sent home without pay and shall be subject to discipline.

ARTICLE 29
COMPENSATORY TIME

Section 29.1. Compensatory time shall be earned and accrued at the rate of one and one-half (1.5) hours for each hour in excess of forty (40) hours in active pay status during any week (Monday 7:01 a.m. to Monday 7:00 a.m.). Compensatory time may be taken in increments of one (1) hour or more.

Section 29.2. The University will endeavor to honor an employee's request for use of compensatory time but reserves the right to limit the number of employees who may be off at any one time. Compensatory time will be available to employees on a first-come, first-serve basis. Upon request of the University, an employee shall be required to take compensatory time.

Section 29.3. To the extent consistent with applicable federal and state regulations, bargaining unit members may choose to receive compensatory time as an alternative to overtime pay with the permission of the Chief of Police or his designee. At the employee's written request, compensatory time shall be reimbursed to the employee on the payday which is at least two (2) weeks following the employee's written request for the comp time payment. All compensatory time payments in lieu of overtime shall be paid at the current rate of pay at the time of request, subject to Section 29.5 below.

Section 29.4. In the event an employee resigns, retires, or is terminated, the employee will receive payment for all accumulated compensatory time.

Section 29.5. All accrued compensatory time earned prior to the effective date of this agreement, shall be paid at the employees' regular hourly rate then in effect immediately prior to the ratification of this agreement until the accrued compensatory time is exhausted. All compensatory time earned and accrued after the effective date of this agreement shall be paid in accordance this Article 29.3.

ARTICLE 30
COMPENSATION

Section 30.1. Effective July 1, 2016, the employees in the bargaining unit will receive an increase of three (3) percent to their base wage rate. Effective July 1, 2017, the employees in the bargaining unit will receive an increase of two (2) percent to their base wage rate. Effective July 1, 2018, the employees in the bargaining unit will receive an increase of three (3) percent to their base wage rate. Effective July 1, 2019, the employees in the bargaining unit will receive an increase of four (4) percent to their base wage rate. Approved training will be determined by The Professional Police Development Program, set forth in Section 30.4 below.

2016 – 2017 Wage Schedule

<u>Pay Status</u>	<u>Wage Rate</u>	<u>Service Years</u>	<u>Approved Training Hours</u>
<u>Police Officer 2A</u>	<u>\$28.35</u>	<u>1- 3 years</u>	<u>0</u>
<u>Police Officer 2B</u>	<u>\$29.20</u>	<u>4-6 years</u>	<u>400</u>
<u>Police Officer 2C</u>	<u>\$30.03</u>	<u>7-9 years</u>	<u>800</u>
<u>Police Officer 2D</u>	<u>\$30.90</u>	<u>10+ years</u>	<u>1,600</u>

2017 – 2018 Wage Schedule

<u>Pay Status</u>	<u>Wage Rate</u>	<u>Service Years</u>	<u>Approved Training Hours</u>
<u>Police Officer 2A</u>	<u>\$28.92</u>	<u>1- 3 years</u>	<u>0</u>
<u>Police Officer 2B</u>	<u>\$29.78</u>	<u>4-6 years</u>	<u>400</u>
<u>Police Officer 2C</u>	<u>\$30.63</u>	<u>7-9 years</u>	<u>800</u>
<u>Police Officer 2D</u>	<u>\$31.52</u>	<u>10+ years</u>	<u>1,600</u>

2018 – 2019 Wage Schedule

<u>Pay Status</u>	<u>Wage Rate</u>	<u>Service Years</u>	<u>Approved Training Hours</u>
<u>Police Officer 2A</u>	<u>\$29.79</u>	<u>1- 3 years</u>	<u>0</u>
<u>Police Officer 2B</u>	<u>\$30.67</u>	<u>4-6 years</u>	<u>400</u>
<u>Police Officer 2C</u>	<u>\$31.55</u>	<u>7-9 years</u>	<u>800</u>
<u>Police Officer 2D</u>	<u>\$32.47</u>	<u>10+ years</u>	<u>1,600</u>

2019 – 2020 Wage Schedule

<u>Pay Status</u>	<u>Wage Rate</u>	<u>Service Years</u>	<u>Approved Training Hours</u>
<u>Police Officer 2A</u>	<u>\$30.98</u>	<u>1- 3 years</u>	<u>0</u>
<u>Police Officer 2B</u>	<u>\$31.90</u>	<u>4-6 years</u>	<u>400</u>
<u>Police Officer 2C</u>	<u>\$32.81</u>	<u>7-9 years</u>	<u>800</u>
<u>Police Officer 2D</u>	<u>\$33.77</u>	<u>10+ years</u>	<u>1,600</u>

Section 30.2. Professional Police Development Program

The University of Akron administration and the collective bargaining unit, Fraternal Order of Police Ohio Labor Council (FOPOLC), agree to provide career growth opportunities to the bargaining unit members with a formal career development program. The University and the collective bargaining unit (FOPOLC), agree to establish a Professional Police Development Program Committee (the "Committee"). This committee will consist of 3 members comprised of two representatives from the University of Akron and one representative of the bargaining unit. Both parties may designate one or more alternates. The committee is charged with implementing the Professional Police Development program. The goal for the program is to provide an opportunity for bargaining unit members to develop and maintain professional police standards.

The following requirements are established for the Professional Police Development Program:

1. Uncompensated participation in the program is voluntary.
2. The University reserves the right to assign officers to compensated training as deemed necessary for the operation of the Police department. This training may apply towards program participation if approved by the committee.
3. Advancement in the Professional Police Development program will comply with committee approved training in conjunction Article 30.1 above.
4. The Professional Police Development program committee will meet by February and August 1 to evaluate all training submitted by a member and deem the training acceptable or not acceptable for the program. Only actual classroom attendance hours will be considered for the program. The committee may meet at other times during the year if the committee deems appropriate.
5. The payroll date closest to February 1 and August 1 will be used as the effective date for pay status changes approved by the Professional Police Development Program committee.
6. The Professional Police Development program committee decisions may be appealed to The University of Akron Chief of Police. The decision of the Chief of Police is final.

Section 30.3. There shall be a payment of \$.20 per hour for bargaining unit members assigned to second and third shifts.

Section 30.4. Prior Service Credit. – After the completion of one year service (probationary period), any bargaining unit member who can document time served as a full time commissioned peace officer in Ohio will be given one year credit for each two year period of full time service, up to a maximum of 5 years credit to be used as Service Years when calculating pay status on the table shown in Section 30.1.

ARTICLE 31
COMMUNICABLE DISEASES

Section 31.1. The University will make hepatitis B vaccinations and flu shots available at no cost to any bargaining unit member who desires it.

ARTICLE 32
HOURS OF WORK AND OVERTIME

Section 32.1. Forty (40) hours will be the normal work week for all bargaining unit members. Bargaining unit members will normally be scheduled for a minimum of two (2) consecutive days off per week. Each work week shall consist of seven (7) days, commencing on Monday and ending the following Monday.

Section 32.2. The Chief of Police will post available shifts and schedules and bargaining unit members will be permitted to express a shift preference based on seniority once per year (January) of each year of this Agreement. Seniority will prevail in shift assignments unless disapproved by the Chief of Police, however selections for shift based on seniority shall not be unreasonably denied.

Section 32.3. The University will provide reasonably equal overtime opportunities to bargaining unit members. Overtime will be offered to full time bargaining unit members only before any overtime is offered to non-bargaining unit members. Overtime records will be posted on a monthly basis. If it is demonstrated that a bargaining unit member has not been given reasonable overtime opportunities relative to other bargaining unit members, the University will give preference to such bargaining unit member in future overtime assignments in an effort to correct any imbalance.

The AOL overtime log will be reset one (1) time a year on January 1st to ensure fair treatment of overtime details. If, after one year the FOP determines to revert to the prior practice, the university will do so for the remainder of the agreement.

Section 32.4. When a bargaining unit member is required by the Chief of Police or designee to be in active pay status, as defined in the Board of Trustee Rule 3359-26-03, more than forty (40) hours in any calendar week, the bargaining unit member will be compensated for such time over forty (40) hours at one and one-half (1½) times the bargaining unit member's regular rate of pay, except as otherwise provided in this Agreement. No overtime can be paid unless it has been authorized by the Chief of Police or designee.

Section 32.5. When a bargaining unit member is ordered by the Chief of Police or designee to report back to work after termination of the bargaining unit member's regular work schedule and reports back to work, the bargaining unit member will be paid for such time subject to a minimum amount equal to two (2) hours overtime at the bargaining unit member's straight time rate of pay. This provision does not apply to work that is a continuation of or immediately preceding a bargaining unit member's regular work schedule.

Section 32.6. There shall be no pyramiding of overtime.

Section 32.7. An "in Class" field shall be added to the AOL overtime signup.

Section 32.8. In order to preserve the level of service and safety to the students, faculty, and staff at the university, the Department goal will be to maintain a minimum staffing of three (3) bargaining unit members at all times on patrol shift to respond to calls for service.

Section 32.9. The assignment of special details (overtime) from shifts will be approved by the Patrol supervisor or OIC.

ARTICLE 33
NEPOTISM

Section 33.1. The parties agree that the administration of the UAPD shall be in conformance with the Nepotism Policy as set forth in OAC 3359-11-17.

ARTICLE 34
DURATION

Section 33.1. This Agreement shall become effective on the ratified date by both parties and shall continue in full force and effect until midnight on June 30, 2020.

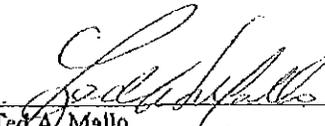
Section 33.2. Notice to Negotiate. If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to nor less than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt requested. The party shall commence negotiations within two (2) calendar weeks upon receiving such notice.

EXECUTION

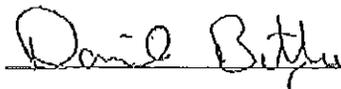
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 1st day of JUNE, 2016.

FOR THE UNIVERSITY OF AKRON

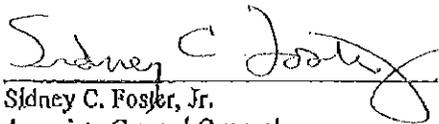
FOR THE FOP, OHIO LABOR
COUNCIL, INC.



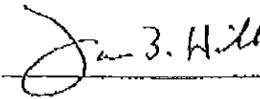
Ted A. Mallo
Vice President & General Counsel



Daniel Bitly
Committee Member



Sidney C. Foster, Jr.
Associate General Counsel



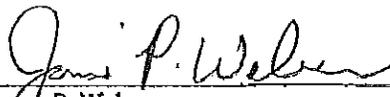
Jan B. Hill
Committee Member



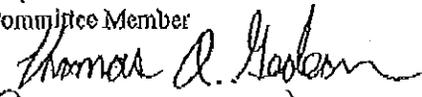
William H. Viau
Assistant Vice President
Human Resources

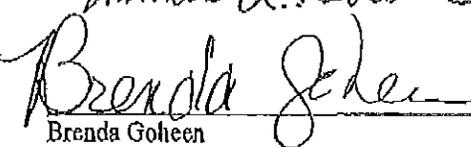


Daniel Clayton
Committee Member



James P. Weber
Assistant Vice President, Campus Safety
Chief University Police



Thomas A. Gardner


Brenda Goheen
Staff Representative
FOP, Ohio Labor Council, Inc.

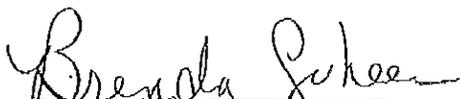
Memorandum of Understanding

The University of Akron and the Fraternal Order of Police, Ohio Labor Council, Inc. agree to implement a shift preference system and a vacation preference system, as defined in this memorandum, on a trial basis for the 2017 calendar year, with an option to renew yearly upon agreement of both parties.

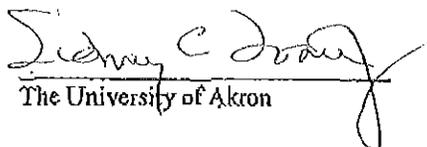
The University will post the shift preference list from October 1, 2016 through October 31, 2016 for the 2017 calendar year. Bargaining unit members will be able to express their shift preference during this time. The University will award shift preferences, based on seniority, no later than November 15, 2016, with the new shifts beginning on January 1, 2017.

The University will post the vacation preference list from November 1, 2016 through November 30, 2016 for the 2017 calendar year. Bargaining unit members will be able to express their vacation preference during this time. The University will award vacation preferences, based on seniority, no later than December 15, 2016 for the 2017 calendar year.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be made effective this 1st day of June, 2016.


The Fraternal Order of Police

6-1-16
Date


The University of Akron

6-2-16
Date

The University of Akron Police Department Fitness Incentive Program

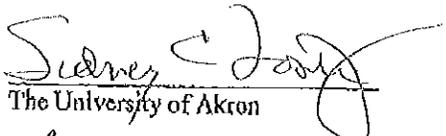
The University of Akron is committed to the health and well-being of all University employees. It is particularly important that the fitness of University of Akron Police Department ("UAPD") safety officers meets or exceeds certain baseline measurable requirements. In order to help increase the overall health and fitness of the UAPD Officers in the FOP bargaining unit, the University agrees to offer this voluntary Fitness Incentive Program ("FIP"). The FIP will remain in effect through June 30, 2017 with an option to renew this memorandum yearly upon mutual agreement of both parties.

The following are the basic requirements of the FIP:

1. The FIP will be a voluntary program and there shall be no punitive measures taken against any eligible bargaining unit UAPD Officer ("participant") for choosing to not participate in the FIP;
2. It is recommended that all eligible officers consult with a qualified physician for a physical examination prior to participation in the FIP;
3. The UAPD agrees to reimburse one-half (1/2) of an annual gym membership at the SRWC for each participant. The current annual cost of said membership is One Hundred Thirty Eight Dollars and Zero Cents (\$138.00). Therefore, the UAPD agrees to reimburse each participant Sixty-Nine Dollars and Zero Cents (\$69.00). The participant will be responsible for signing up for the FIP and paying the required annual membership fee directly to the SRWC in order to receive the reimbursement. The reimbursement cost shall be paid by the UAPD directly to the participant only upon completion of the one year trial period SRWC membership. The participant/member will need to provide proof of the one (1) year membership to the UAPD. The discounted gym membership is only being offered at the SRWC facility, which currently includes access to the Ocasek Natatorium;
4. Prior to consideration for participation in the FIP, each participant must complete a Physical Activity Readiness Questionnaire (<http://www.uakron.edu/dotAsset/775261.doc>) provided by the Student Recreation and Wellness Center ("SRWC");
5. The SRWC will review each participants Physical Activity Readiness Questionnaire and determine eligibility in the FIP;

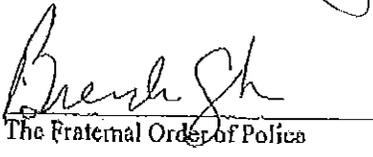
6. A participant may still be eligible for testing and the offered incentives even if he/she is not a member of the SRWC, provided the participant completes the Physical Activity Readiness Questionnaire;
7. The SRWC membership shall allow the participant access to the SRWC, which currently includes access to the Ocasek Natatorium, during regular business hours, during the period of the trial membership;
8. The SRWC will offer each participant who is also member of the SRWC one free physical fitness assessment and one free exercise program design to assess physical fitness levels and to create a personalized fitness plan;
9. All FIP testing shall be offered and performed at the SRWC and/or field house by SRWC staff. The testing shall be offered by SRWC staff two times during the one (1) year trial period;
10. The testing for all participants in the FIP will be based on the "New Cooper Age and Gender Base Standards for Law Enforcement," a copy of which is attached to this FIP, and will include testing only in the following areas: Dynamic Strength (One Minute Sit Ups), Dynamic Strength (One Minute Push Ups), and Cardiorespiratory Fitness (1.5 Mile Run);
11. Additional testing categories, aside from the areas listed above, may be voluntarily performed by the participant, but the results shall not be scored or recorded by the UAPD and the scores will not be used as a basis for eligibility for the incentives listed below;
12. All testing shall be completed on the officer/participants own personal time and any injuries occurring during testing shall not be considered a worker's compensation claim. Leave time may be requested in advance to participate in the testing and should not be unreasonably denied;
13. In order to receive the additional incentives delineated below, the participant's average percentile score of the three (3) tested categories will be used to determine the incentive;
14. The participant scores will be recorded by the SRWC staff and provided to the participant, with a copy to the UAPD Police Chief, or his designee. Based upon the results of the participant testing, UA, through the UAPD, will offer the following additional incentives;

- a. 60% - 69% = Certificate and fitness ribbon with one star;
 - b. 70% - 79% = Certificate, fitness ribbon with two stars, and eight (8) hours of compensatory time;
 - c. 80% - 89% = Certificate, fitness ribbon with three stars, and sixteen (16) hours of compensatory time;
 - d. 90% - 100% = Certificate, fitness ribbon with four stars, and twenty-four (24) hours of compensatory time.
15. The participant may utilize his/her individual test scores from either the first testing session or the second testing session and will be allowed to participate in the second testing session for the purpose of increasing their percentile scores in any individual testing category; the participant may utilize his/her best percentile score in any individual testing category to be used in compiling his/her average percentage;
16. Any certificate, fitness ribbon, or compensatory time earned will be provided to the participant within thirty (30) days of submission of the test results;
17. There shall be no penalty for non-participation in the program;
18. Any changes or modification to this FIP can only be made in writing signed by both UA and the FOP.



 The University of Akron

6/2/16
 Date



 The Fraternal Order of Police

6-1-16
 Date