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Agreement Between

OHIO UNIVERSITY

And

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

POLICE OFFICER

July 1, 2011 through June 30, 2014

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INTRODUCTION

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

- A. The Union agrees that the principle of productivity is essential for the continuation of employment, fair wages and benefits, and good working conditions for bargaining unit employees and therefore agrees that the Union and all bargaining unit employees it represents will provide a productive, full day’s work and will strive for and encourage the elimination of absenteeism, tardiness and other practices which curtail productivity.
- B. It is recognized that the University is a public trust operated for the benefit of students for their education.
- C. It is recognized that it is in the best interest of all parties to promote effective relations between the University and the Union.
- D. It is agreed that the organization and operations of the University differ from that in the private sector and that the University-Union relationship and the conventional Management-Union relationship in private industry have some differences and some similarities.
- E. It is the intent and purpose of the parties to set forth herein their Contract covering wages, hours, terms and other conditions of employment; to provide Union members in the bargaining unit with dues checkoff; and to provide for a prompt and fair process for the settlement of grievances.
- F. It is understood that those topics specified as non-negotiable under Chapter 4117 of the Ohio Revised Code are excluded from this Contract. The provisions of this Contract take precedence over the statutory provisions of Chapter 124 of the Ohio Revised Code for employees covered under this Contract in accordance with Chapter 4117 of the Ohio Revised Code, except as specifically stated otherwise in this Contract.
- G. The University recognizes and acknowledges that the Ohio University Police Department (OUPD) is a full-service police department established pursuant to Ohio Revised Code 3345.04. Further, it is recognized and acknowledged that OUPD, as the primary provider of police services to the main campus of Ohio University, shall adopt the principles of progressive policing to insure police services are provided in the most professional manner.

**ARTICLE 1
AFFIRMATIVE ACTION**

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

**ARTICLE 2
NONDISCRIMINATION**

- A. Neither the University nor the Union shall discriminate against any employee covered by this Contract in a manner that would violate any applicable laws because of race, creed, color, national origin, age, sex, veteran status, political belief or disability. Nor, shall the University or the Union discriminate against any employee due to any other protected class status as defined by University Policy.

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

**ARTICLE 3
OHIO REVISED CODE**

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

**ARTICLE 4
MANAGEMENT RIGHTS**

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

- B. The right to manage the operations, buildings and plants and to direct the work force includes, but is not limited to, the following:
 - 1. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, establishment of employee training programs, its overall budget, utilization of technology, and organizational structure;

2. Direct, supervise, evaluate or hire employees;
 3. Maintain and improve the efficiency and effectiveness of governmental operations;
 4. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted; determine the necessity for overtime and the number of employees necessary for overtime work;
 5. Suspend, discipline, demote, discharge for just cause, lay off, transfer, assign, schedule, promote, or retain employees;
 6. Determine the adequacy of the work force;
 7. Determine the overall mission of the employer as a unit of government;
 8. Effectively manage the work force;
 9. Take actions to carry out the mission of the public employer as a governmental unit.
- C. These aforementioned management rights, except as specifically abridged by this Contract, are retained by the University and remain the exclusive right of management.

ARTICLE 5 UNION MEMBERSHIP

- A. The University will deduct regular bi-weekly Union dues and the initiation fee for any regular full-time employee in the bargaining unit in the amount established by the Union upon receipt of an individual written authorization card timely executed by the employee for that purpose and bearing his/her signature.
- B. Deductions will be made based on cards submitted at least fourteen (14) calendar days prior to the date upon which dues deductions are made.
- C. All employees who have completed their new hire probationary period, or completed sixty (60) calendar days of employment, whichever is less, and who are not members in good standing of the Union as of the first date after completion of the probationary period, or completion of their sixtieth day of employment, shall pay a fair share fee to the Union as a condition of employment.

The fair share fee amount shall be certified to the University by The Fraternal Order of Police, Ohio Labor Council, Inc. and will be implemented in accordance with Section 4117.09 of the Ohio Revised Code.

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

- D. Total FOP/OLCI dues, initiation fee and fair share fee deductions are payable to the FOP/OLCI. Such deductions and an alphabetical list of names of all employees whose dues

and/or fees have been deducted shall be transmitted to the Union no later than the tenth (10th) day following the end of the pay period in which each deduction is made.

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

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

G. Bulletin Board

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

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

H. Ballot Box

The Union shall be permitted to place a ballot box at the University Police Department for the purpose of collecting union members' ballots on all Union issues subject to ballot. The box shall be the property of the Union and neither the ballot box nor the ballots shall be subject to the University's review.

I. Bargaining Unit Meetings

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

J. Use of Departmental Equipment

FOP/OLCI officers and grievance representatives may use the intradepartmental mail system, departmental telephone, computers, fax machines, etc. to process grievances and other bargaining unit items. Provided, however, that this activity unless consistent with the release time under Article 19 Union Representatives shall be during off-duty hours.

K. F.O.P. Lodge Meeting Attendance

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

**ARTICLE 6
UNION RECOGNITION**

- A. The University recognizes the Union as the sole and exclusive bargaining agent of employees in the bargaining unit certified by the State Employment Relations Board on November 14, 1991 in Case Nos. 90-REP-09-0229, 90-REP-11-0276 and 90-REP-11-0277.
- B. For purposes of the Agreement, the Bargaining Unit is comprised of all full-time classified operating personnel at the University's Athens, Ohio campus in the classification of Police Officer, excluding all student, casual, temporary employees, Reserve Officers, administrative employees, clerical employees, technical employees, professional employees, regional campus employees, faculty and supervisors, managerial and confidential employees as defined by Section 4117.01 of the Ohio Revised Code.
- C. The University will continue to discuss matters with the Union toward the end of amicably settling mutual problems through this Contract and the Grievance Procedure which is a part thereof.
- D. The term "supervisor" for the purpose of this Contract means any individual who has authority, in the interest of the public employer, to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, or discipline other public employees; to responsibly direct them; to adjust their grievances; or to effectively recommend such action, if the exercise of that authority is not of a merely routine or clerical nature but requires the use of independent judgment.
- E. A temporary employee shall be defined as an employee who is hired to perform a specific task for not less than thirty (30) calendar days but not more than ninety-eight (98) calendar days.
- F. Casual employees are those employees hired at various times throughout the year for specific tasks and who work less than thirty (30) consecutive workdays.
- G. Probationary employees are provided hourly wages and health insurance benefits as enumerated in the Collective Bargaining Agreement; however, the probationary employee will be excluded from all other benefits, unless the probationary employee is specifically included in the contract language.

**ARTICLE 7
PROTECTION OF THE BARGAINING UNIT**

- A. The University agrees that vacancies in the Police Officer classification will not be filled by contract employees. For purposes of this Agreement, a job vacancy exists when a Police Officer retires, quits, transfers, or otherwise separates his/her employment and the University decides to fill such vacancy; provided that this in no way limits the right of the University to

enter into and utilize mutual assistance agreements with townships, municipal corporations, or counties.

ARTICLE 8 CONTRACTING FOR SERVICES

- A. The parties recognize that the University may contract out or subcontract work, provided that no employee is laid off or takes a reduction in pay as a direct result thereof.
- B. If the OUPD is permanently shut down, a Special Conference with the Union will be scheduled. The parties will make every good faith effort to place the employees elsewhere with the University or with another employer.

ARTICLE 9 NO STRIKE - NO LOCKOUT

- A. During the term of this Agreement or any renewal thereof and during the negotiation period of any successor agreement prior to impasse, the University and its management employees shall not lock-out and the Union and members of the bargaining unit shall not engage in any strike (including any work stoppage, slow-down, picketing, sick-out, boycott, stay-home, sit-down, sympathy strike, refusal to cross picket lines, or any other form of restriction of production). The parties also agree that there will be no circumstances or exceptions warranting a strike or lockout and that the grievance procedure of this Contract provides a mutually acceptable means for orderly settlement of all disputes that may arise, and that each party will cooperate with the other to implement arbitration as set forth in Article 18 of this Contract.
- B. Should any strike (as defined above) occur, the Union shall immediately:
 - 1. Instruct and give written notice to all bargaining unit employees directing them not to participate in such action and to return to work immediately. The University will, upon request, provide current addresses of bargaining unit employees.
 - 2. Publicly disavow such action by the employees or other persons involved.
 - 3. Advise the University in writing that such action has not been caused or sanctioned by the Union and advise the University of the actions it has taken to end the strike activity.
 - 4. In addition, the Union -- after its determination that an illegal strike exists -- will not oppose the issuance by the Athens County Common Pleas Court of an injunction providing appropriate relief under Ohio Law.
- C. Any violation of Paragraph A shall subject any participant to immediate discharge.

ARTICLE 10 HOURS OF WORK AND OVERTIME

- A. The regular scheduled work week for permanent, full-time employees shall consist of forty (40) hours which currently consists of four (4) consecutive ten (10) hour shifts followed by three (3) consecutive days off. However, the Employer reserves the right to change employees' schedules to a workweek consisting of five (5) consecutive eight (8) hour shifts, followed by two (2) consecutive days off. The Employer, before changing to a five (5) day workweek, will meet with

the FOP/OLCI to explain its reasons for such change. The Employer will give the bargaining unit at least thirty (30) days' notice before the actual change is made.

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

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

- B. For purposes of computation of pay, the workweek is Sunday 12:01 A.M. through Saturday midnight.
- C. Forty (40) hours is a standard workweek. When an employee is required by an authorized official to work beyond forty (40) hours in any calendar week the additional hours will be paid at the time and one-half rate. Hours worked are those in which an employee is in active pay status. Any employee entitled to pay for overtime work may elect to take compensatory time off in lieu of cash payment. At no time shall the compensatory time off balance exceed ninety-six (96) hours. The only limit on compensatory time use is that the balance not exceed ninety-six (96) hours at any time during the year. The scheduling of such compensatory time off is subject to the approval of the immediate supervisor, and will be granted on the basis of one and one-half hours for each hour of overtime worked. Requests for compensatory time must be submitted in writing. The request must be submitted no more than ninety (90) calendar days prior to the day off requested and no less than four (4) calendar days prior to the date requested. The supervisor will respond within four (4) calendar days of said request. If an employee requests a single day or a portion of a shift off less than four (4) calendar days prior to the date requested, the supervisor may elect to approve or deny a day off on a case by case basis. Special consideration will be given by the University in cases of personal emergencies. If two or more bargaining unit members request the same date for compensatory time off the request will be granted to whoever submitted a request for the date needed first. If the requests were submitted on the same date then the compensatory time off will be granted to the most senior police officer using classification seniority. More than one officer may be granted compensatory time off on the same date and shift dependent on operational needs.
- D. Pay for hours worked on a day observed by the University as a holiday will be paid at the time and one-half rate.
- E. In no case will payment be made for time not worked other than as specifically set forth in this Contract. Overtime pay will not be pyramided. Moreover, a police officer paid overtime or other premium time for any reason under this Agreement shall not again be paid overtime or premium time in respect to the same hour for any reason. Where two or more premium or overtime rates are applicable, the highest rate shall be paid.
- F. An employee who is called into work for an unscheduled detail or is scheduled to appear in court outside his/her scheduled shift shall receive a minimum of four (4) hours work unless it is immediately contiguous to the officers regularly scheduled shift. Once an officer completes his or

her duties the officer may be permitted to leave the premises and receive his/her four (4) hours of overtime subject to Supervisory approval.

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

**ARTICLE 11
SHIFT PREFERENCE AND ASSIGNMENT**

- A. The Chief of Police shall determine the number of positions on a shift and the schedule of each position. The Police Officer positions may include Patrol Officer assignments and specialized assignments. The specialized assignments may include five (5) positions that are excluded from the shift bid process. For the purposes of shift bidding, Field Training Officers (FTOs) shall not be considered a specialized assignment and shall not be held out of the shift bid process. However, FTOs may have their schedule changed to train new officer(s) in accordance with section (F) below. Such schedule change will only last as long as the FTO is assigned to the trainee officer. Anyone hired after January 1, 2007, cannot apply for specialized assignments or FTO positions until completion of their probationary period. When the Chief of Police determines a position exists on a shift, the position listing the shift and work schedule will be posted for seven (7) consecutive calendar days prior to implementation.

- B. Bids for Shift Preference

Officers will have the opportunity to bid on shifts within their current assignment in the following manner: (It is the responsibility of each officer to exercise the opportunity within the guidelines below).

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

If the University transitions to a semester system, the parties agree to meet and discuss modification of the bid language.

- C. In the event the Chief of Police determines it is necessary to reduce the number of Officers on one shift in order to increase the number on another shift, all positions will be up for bid for at least seven days and posted for at least seven days prior to implementation.
- D. Non-probationary employees will be given shift preference within their current assignments based on classification seniority. If the bids are not completed within the time specified in Section B, all of the positions may be assigned by the Chief of Police.
- E. The Chief of Police shall assign probationary employees at his discretion.
- F. The Chief of Police may assign employees involuntarily to other shifts and schedules for up to forty (40) workdays per year to accommodate training and/or personal, compensatory, vacation, or military leave, so long as such reassignment is not used for disciplinary reasons. In the event an FTO exhausts their 40 days, the parties agree to discuss extending the days to accommodate new officer training, if needed.

- G. The Chief of Police may, with a memorandum of understanding with the bargaining unit, create special assignments beyond those enumerated in (A) above and offer such assignments as he/she deems appropriate. Specialized assignments will continue at the pleasure of the Chief.
- H. The Chief of Police may alter assignments, to include mandating officers to work, in a declared emergency. An emergency is defined as any event declared by the President of the U.S.A., the Governor of the State of Ohio, the Athens County Board of Commissioners, the Athens County Sheriff, the President of the University or designee, the Federal or State Legislature, or when the Chief of Police determines that circumstances significantly affect the safety, and health of the Campus community.
- I. Officers may voluntarily trade shifts or days off for a specific period of time with prior approval. Such exchanges shall not affect the active pay status of either employee, except that an employee who is required to work overtime shall receive the overtime compensation. Approval of trades shall be made in a non-disparate manner.

ARTICLE 12 OVERTIME

The following procedure will be used for assigning overtime.

- A. All overtime opportunities known by OUPD a minimum of two weeks (14 calendar days) in advance will be posted for a minimum of five (5) calendar days. Assignments will be made a minimum of five (5) calendar days prior to the overtime opportunity. If assignments of overtime known to OUPD management more than two (2) weeks (14 calendar days) prior to the detail are not assigned at least five (5) calendar days prior to that detail, officers working that detail will receive two (2) times their normal rate of pay. (Assignments refer to starting time and ending time, if known.)
- B. The number of employees needed will be selected first from the volunteer sign-up sheet, provided they meet the reasonable business requirements and reasonable employee qualifications as determined by the Chief of Police. Qualified employees from the sign-up sheet with the least amount of overtime will be selected first. If two (2) or more qualified employees should happen to have the same amount of accumulated overtime, the senior qualified employee will be selected.
- C. If not enough qualified employees volunteer for a detail, the necessary number, from those available to work, needed to complete the detail will be assigned from qualified employees starting with the employee with the lowest number of accumulated overtime hours, regardless of seniority, to the highest number of hours. Employees whose shifts begin or end within five (5) hours of the overtime detail will be assigned only if other employees are not available in the required numbers.
- D. Overtime known by OUPD less than two (2) weeks (14 calendar days) in advance will be filled by contacting those officers available as defined in Section C. In the event there are no volunteers, management will contact the remaining officers starting with the officer with the least number of accumulated overtime hours to determine if there are volunteers. In the event there are no volunteers, the overtime will be involuntarily assigned to the available officer as defined in Section C with the lowest number of overtime hours, regardless of seniority, to the highest number of hours. Officers involuntarily assigned under this section will be notified as soon as practicable.

- E. For overtime opportunities that are anticipated to be three (3) hours or less, management may involuntarily assign officers, without posting, provided the overtime is contiguous to the officer's assigned shift and he/she is in an on duty capacity. Overtime assigned under this section will be first to the officer with the least number of accumulated overtime hours. Management will not use this Section in an attempt to circumvent overtime posting requirements. Overtime accumulated under this section will be included on the overtime roster.
- F. Overtime details requiring special expertise may be assigned by the Chief of Police. In the event there is a detail that requires the expertise of a detective to assist at the scene of a crime, the on-call detective(s) will be called in without regard to running the overtime roster. Overtime accumulated under this section will be included on the overtime roster.
- G. Police officers assigned as detectives shall be required to be on-call according to departmental policy. On-call shall be assigned in weekly increments to detectives and such detectives shall receive eight (8) hours added to their compensatory time balance. Such balance shall be limited by the language in Article 10(C). Detectives shall have 5.33 hours recorded on the overtime roster for each week served in the on-call status.
- H. Field Training Officer's (FTO) shall have the opportunity to work an additional .8 (eight-tenths) of an hour for each full day that they have a trainee assigned to them.
- I. A newly-hired employee will be charged with the highest single amount of overtime hours for purposes of overtime assignments. This will occur when the employee has completed their field training and have been released to work on their own.
- J. Overtime records are kept for the fiscal year. Each employee starts at zero (0) on each July 1.
- K. Employees may be assigned overtime details during the time designated by the University as School Opening, Commencement the Halloween event and two (2) additional weekends each calendar year. For purposes of this section "weekend" is defined as Friday and Saturday. Such overtime details shall be assigned without regard to other sections of this Article, except for the posting requirements of Section (A) and the provisions of Section (L).
- L. The University shall post accumulated overtime according to work-force every two (2) weeks after payroll is completed. Such posting will reflect all hours worked beyond forty (40) in a week. The roster will reflect all overtime hours worked regardless of the detail. The records will be deemed accurate unless a written complaint is received by the University within five (5) calendar days of the posting.
- M. For purposes of this Article, seniority refers to departmental classification seniority.
- N. Employees scheduled for overtime must receive a minimum of six (6) hours' notice in the event of cancellation of scheduled overtime. Absent said notice the employees will have the option of working up to four (4) hours overtime.
- O. Overtime Eligibility
 Officers may volunteer for overtime details while on approved vacation time or compensatory time off; provided the detail is not during the employee's hours they requested to be off. Absent the existence of operational necessity, employees who are on compensatory time off, vacation or sick leave will not be assigned overtime.
 The department, absent operational necessity, will not assign overtime on those days off that are contiguous with the police officer's vacation or compensatory time.
 In cases of conflict, Section (M) takes precedence over Section (C).

P. Employees who have voluntarily changed their scheduled work hours are not eligible to work posted overtime opportunities until it is offered to all other employees for the shift/s that the employees would have normally worked but for the schedule change.

Q. Emergency Overtime Pay:

All bargaining unit members will receive compensation during a declared emergency according to Ohio University Policy No. 40.015 or any emergency declared by the Chief of Police under Article 11(H).

ARTICLE 13 SENIORITY, LAYOFF AND RECALL

A. The following seniority definitions will apply:

1. "Departmental classification seniority" is the employee's length of continuous service in his/her current departmental classification.

For purposes of this agreement departmental classification shall be determined by job title (i.e. Police Cadet or Police Officer) the numbers used in the wage section of this agreement (P.O. 1, 2 or 3) indicate educational level for purposes of pay rate only, not departmental classification;

2. "Departmental seniority" is the employee's length of continuous service since the date of his/her last assignment to OUPD.

3. "University seniority" is the employee's length of continuous service with the University from his/her most recent date of hire or assignment to regular bargaining unit status.

B. An employee's seniority shall terminate:

1. If the employee quits;

2. If the employee retires;

3. If the employee is discharged;

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

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

C. Bargaining unit employees shall be laid off and recalled on the basis of available work and funds. Layoff shall be in inverse order of departmental seniority and recall shall be in order of departmental seniority. An employee who is recalled shall not serve a probationary period upon recall except when the employee was a probationary employee when laid off, in which case the probationary period shall begin anew. All employees recalled must successfully

complete any additional required training to maintain their certification. Any employee recalled after eighteen months must also complete entrance-level testing.

- D. The University will provide the Union with one (1) copy of the seniority list on January 1, and July 1, of each year showing the seniority of each employee in the bargaining unit by Departmental Classification Seniority, Departmental Seniority and University Seniority. Any employee shall have ten (10) working days after the list is prepared and posted in the departments to question his/her position on that list. If no question is received within the time period, the list shall be deemed accurate for the remainder of the posting period; and if a question is received, the list will be reviewed and revised as appropriate. If two (2) or more employees have the same Departmental Classification or Departmental Seniority date, their names shall be listed according to University Seniority. If the University Seniority is the same, the names shall be listed alphabetically.
- E. The University will continue its efforts to avoid layoffs. However, the University and the Union recognize that due to lack of funds or lack of work, temporary and permanent layoffs may be required to effectively and efficiently operate the University.
- F. Reserve Officers (Casual, Part-Time, Intermittent and/or Temporary Police Officers) Reserve officers of the OUPD will not assume the duties of bargaining unit employees in such a way as to cause the displacement or layoff of such employee. Reserve officers shall be provided the opportunity to work at least sixteen (16) hours per month, but shall not work more than 499 hours per year. Reserve officers who go to two (2) consecutive months without completing 16 hours of work shall be released from employment. The Chief of Police may retain a reserve officer beyond this two month limit if the officer's inactivity is for reasonable grounds, at the sole discretion of the Chief (e.g. short term medical absence). Utilization of Reserve Officers will follow the Reserve Police Officer policy. Any amendment or modification to this policy will require a sixty (60) calendar day notice to the bargaining unit and will provide the bargaining unit opportunity to give input into the policy amendment or modification.

ARTICLE 14 WORK BY SUPERVISORS

- A. Supervisors (as defined in Ohio Revised Code 4117.01(f)) may perform bargaining unit work so long as it does not result in the displacement or layoff of a bargaining unit employee as a direct result thereof.
- B. Contract employees will not assume the duties of bargaining unit employees in such a way as to cause the displacement or layoff of such employee as a direct result thereof; provided that this in no way limits the rights of the University to enter into and utilize mutual assistance agreements.
- C. The term "displace" as used above means the removal of a bargaining unit employee from a regularly scheduled shift and replacement with a supervisor or contract employee.

**ARTICLE 15
WAGES**

A. Basic Pay Scale

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

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

In general terms, the pay chart is as follows:

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

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

B. Pay Grade

Bargaining unit members are stratified into pay grades as follows:

- Police Cadet Sworn officer who has not completed basic training.

- Police Officer 1 Sworn officer who is OPOTC certified and has at least a high school diploma, but not a college degree.

- Police Officer 2 Sworn officer who is OPOTC certified and has at least an Associates degree, but not a Bachelors degree.

Police Officer 3 Sworn officer who is OPOTC certified and has at least a Bachelors degree.

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

C. Experience Steps

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

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

D. Lateral Entry

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

Break In Service

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

Continuous Prior Service

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

Prior Police Service

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

Prior Service Credit (PSC)

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

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

Credit (PSC). An officer may qualify for PSC by meeting either the full time or the part time/auxiliary service requirements listed in the table:

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

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

E. Transition to New Pay Scale

All bargaining unit members employed by the Ohio University Police Department on July 1, 2011, will be transitioned to the new pay chart according to the following procedure:

1. Pay grade will be determined in accordance with section II of this document.
2. Experience steps will be determined as follows:
 - a. Officers currently in step 5 or 6 of the old pay scale will be placed in step 5 of the new pay scale.
 - b. Officers currently in a step less than 5 of the old pay scale will be placed in the next higher step of the new pay scale, regardless of when s/he advanced to his/her current step in the old pay scale (e.g., an officer in step 2 of the old pay scale will be placed in step 3 of the new pay scale, regardless of when s/he attained step 2 of the old pay scale).

**ARTICLE 16
APPOINTMENTS AND O.I.C.**

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

- B. For police officers who primarily have been certified prior to appointment by Ohio University, the probationary period will be one (1) year from the date of appointment excluding any time spent on additional training as required by the POTC.
- C. Performance evaluations shall be conducted at least twice prior to the end of the probationary period (during the sixth and eleventh month) and once a year thereafter. Special performance evaluations may be conducted at any time to apprise employees of unsatisfactory work performance and are not subject to the grievance procedure. Performance reviews shall be conducted by supervisors quarterly and reviewed by the Chief of Police or designee upon request of the police officer. Evaluations and performance reviews are not subject to the grievance procedure. Disciplinary actions taken as a result of a performance evaluation or performance review may be subject to the grievance procedure.
- D.
 - 1. Police Officers who have satisfactorily completed their probationary period and who accept employment outside the bargaining unit may, providing their prior performance as a Police Officer was satisfactory, return to a Police Officer vacancy, if they have had satisfactory performance in their new job and under the following circumstances:
 - a) Within 120 calendar days at the employee's election;
 - b) From 121 to 180 calendar days, only with management's approval;
 - c) Employees returning under a) or b) will retain their University, departmental and departmental classification seniority;
 - d) From 181 calendar days to one year, only with management approval and the successful completion of entrance level testing and any required training. These employees will retain their University and departmental seniority.
 - 2. Police Officers promoted within OUPD may, at management's discretion, be returned to their former bargaining unit position at any time during their promotional probationary period. This demotion is not subject to the grievance procedure and the affected employee will retain all University, departmental and departmental classification seniority. Employees having successfully completed the promotional probationary period may elect to return to a Police Officer vacancy only with management approval. These employees will retain University and departmental seniority.
- E. If an employee is assigned to perform the duties of a higher paying classification for a period of one (1) hour or more, he/she shall receive the higher rate of pay for all time worked in the higher classification. The O.I.C. rate (i.e., the rate for the higher paying classification) is 5% above the effective wage step rate for police officers in wage step 1, wage step 2 and wage step 3. The O.I.C. rate is 7% above the effective wage step rate for police officers in wage step 4 and wage step 5. If an employee is assigned to perform the duties of a lower paying classification, he/she shall not suffer reduction in pay. The University shall not assign employees to continually perform the work of a higher paying classification for a period of less than one (1) hour for the purpose of avoiding payment of O.I.C. wages.

Police Officers will be assigned to Officer in Charge and/or Field Training Officer duties as per departmental policy/ies.

Employees will not be assigned to the same plus-rated position for one hundred and twenty (120) or more calendar days out of a one hundred and eighty (180) calendar day period, except in cases where an employee is being plus-rated to fill a position temporarily left vacant by an employee on an approved leave of absence, and it is expected that the absent employee will return to work.

Any actions under this Article shall not constitute a vacancy.

ARTICLE 17 MANAGEMENT ORDERS

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

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

Rules and Policies

The University agrees, to the extent possible, work rules shall be reduced to writing and provided to and explained to all members in advance of their enforcement. Any charge by a member that a work rule or a department policy is in violation of this Contract, or that the rule or policy is unreasonable and arbitrary, is grievable. The University shall provide the Union with copies of any revised or new work rules or departmental policies in advance of their intended effective dates. Prior to filing a grievance on a work rule or policy, the Union must first bring the issue to a Labor Management meeting for joint discussion. This will be done only by signing a mutual timeline extension to the grievance procedure provided in Article 18.

ARTICLE 18 GRIEVANCE PROCEDURE

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

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

The form to be used is the FOP/OLCI Grievance Form, Appendix D

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

If a grievance of the same issue involves two (2) or more employees, only one (1) employee shall be the representative grievant for purposes of this procedure.

When such grievances arise, the following procedure shall be observed:

First Step: Any employee claiming a grievance shall present it in writing to a lieutenant with or without his/her Grievance Representative within ten (10) calendar days of the occurrence of the condition giving rise to the grievance. The supervisor shall give his/her written answer to the employee within fourteen (14) calendar days after presentation and discussion of the grievance. If this does not resolve the grievance, it may be appealed to the Second Step.

Second Step: Within fourteen (14) calendar days of the date of the supervisor's written response at the First Step, the grievance may be appealed by the employee and/or his/her Grievance Representative to the Chief of Police or designee. The appeal shall be a written statement of the grievance and signed by the employee and/or the Grievance Representative.

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

Third Step: Within fourteen (14) calendar days of the written response to the Second Step, the grievance may be appealed in writing to the Director of Employee and Labor Relations or his/her designated representative, by the Union. The grievance shall be discussed at a meeting consisting of no more than three (3) representatives of the local union, one (1) of whom shall be the grievant, and three (3) of the University. The meeting will be held within fourteen (14) calendar days from the date the grievance was received at the Third Step by the University. A decision will be given in writing by the Director of Employee and Labor Relations or his/her designated representative within twenty-eight (28) calendar days of the Third Step meeting.

Arbitration: In the event the grievance is not resolved at the Third Step, the Union must initiate an arbitration appeal by filing a written arbitration demand with the University and by filing a written request for a list of seven (7) arbitrators from the Federal Mediation and Conciliation Services (F.M.C.S.) within twenty-one (21) calendar days following the date the Union received the University Step Three written response for the grievance to remain valid. The selection of an arbitrator shall be pursuant to the rules of the F.M.C.S.

Said arbitrator shall have no power to add to, or subtract from, or modify any of the terms of this Contract, nor shall he/she substitute his/her discretion for that of the University or the Union where

such discretion has been retained by the University or the Union, nor shall he/she exercise any responsibility or function of the University or the Union.

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

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

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

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

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

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

RELEASE TIME:

1. Release of a grievant to consult with Union representatives at Step 1 and Step 2 prior to any hearing must be approved in advance by the grievant's immediate supervisor and is subject to the operational needs of the department. Release time shall not be unreasonably denied.
2. Release of any other employees as witnesses for the Union at Step 1, Step 2, Step 3 or pre-arbitration meetings to either consult with Union representatives or attend hearings, must be approved in advance by the employee's immediate supervisor and is subject to the operational needs of the department, as well as the Union's establishment of the relevance of said employee's presence at the meeting or hearing. Release time shall not be unreasonably denied.
3. Union representatives may consult with employee grievants and/or employee witnesses for the Union one-half (1/2) hour prior to the time of the Step 3 hearing and one (1) hour prior to the time of any arbitration hearing, provided at least eight (8) hours' advance notice is given to the Director of Employee and Labor Relations by the FOP/OLCI Grievance Representative or the Grievance Chairperson as to the names of employees attending the Step 3 and/or arbitration hearings. Employees will be released for the applicable one-half (1/2) or one (1) hour period prior to the hearing unless an unusual emergency work need exists which precludes the work release of employees. Employees will be released for any necessary hearing time.

4. Release time, herein, will be paid at the employee's straight time hourly rate only. There shall be no pay for any time an employee is involved in the grievance process outside his/her normal work hours.
5. Other than the release time as prescribed herein, no employee will be released from work duty during the grievance process.
6. All release time as prescribed herein shall be on the premises of Ohio University and employees are expected to return to work immediately after any consultation or hearing as prescribed herein, and to notify their immediate supervisor immediately upon their return to work.

ARTICLE 19 UNION REPRESENTATIVES

- A. There shall be three (3) grievance representatives, including the Chairperson, who will be members of the department. The Chairperson shall be responsible for investigating and presenting grievances to the University as set forth in paragraph B below. In the Chairperson's absence or under special circumstances, the Chairperson may designate one of the other two grievance representatives to investigate and present grievances, provided the University is notified in advance.
- B. The Grievance Chairperson or his/her designee, during his/her normal working hours, without loss of time or pay, may on his/her own shift, in accordance with the terms of this section, investigate and present grievances to the University, upon having received prior permission from his/her immediate supervisor to do so. Permission will not be unreasonably withheld. The privilege of the Grievance Chairperson or his/her designee leaving his/her work during normal working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused. The Grievance Chairperson or his/her designee will perform his/her regularly assigned work at all times, except when necessary to leave his/her work to handle grievances as provided herein. Any alleged abuse by either party will be a proper subject for a special conference.
- C. The Union shall furnish the Chief of Police with a written notification of its authorized representatives and members of its Grievance Committees and shall promptly notify the University in writing of any changes therein. An employee will not be paid at any time that he/she is present during the processing of a grievance if that time falls outside his/her scheduled working hours.

ARTICLE 20 LABOR MANAGEMENT MEETINGS

- A. Special conferences for important matters will be arranged between the Local Chairperson and the University or its designated representatives upon request of either party. Such meeting shall be between not more than three (3) representatives of the University and no more than two (2) Union representatives from the bargaining unit and one from the State FOP/OLCI. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. The members of the Union shall not lose time or pay for time spent in

such special conferences. The Union representatives may be permitted to flex their hours to attend the meeting if the meeting falls outside their normal work hours. Permission to flex will be based upon meeting the operational needs of the Department.

B. A Special Conference will be held at least quarterly between University and Union representatives, to discuss matters of mutual concern. Agenda items will be submitted by either party at least seventy-two (72) hours in advance of such Special Conference. A reasonable meeting place shall be designated by University Human Resources. In the event neither party has submitted an agenda item for discussion, the Special Conference may be cancelled by mutual agreement between the Grievance Chairperson and the Assistant Vice President for Human Resources. The purpose of such meetings shall be to:

1. Discuss the administration of this Contract.
2. Notify the Union of changes made or contemplated by the University which may affect the bargaining unit members of the Union.
3. Disseminate general information of interest to the parties.
4. Give the Union and University the opportunity to exchange the views of Union members and the University.
5. To inform the Union of changes in the status of employees on the seniority list.
6. To inform the Union of the status of dues checkoff whereby dues are no longer currently being deducted (to include: retired, deceased, leave of absence, revocation, and layoff).
7. Discuss health and safety issues.

C. University Responsibility

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

ARTICLE 21 OCCUPATIONAL HEALTH

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

B. Accordingly, the University may:

1. Require a pre-placement medical evaluation for job applicants selected for employment.
2. Provide, within limitations of the program, medical services for employees who suffer an occupational illness or injury.
3. Require a medical clearance for employees returning to work from an authorized leave of absence.

4. Require a medical clearance for employees returning to work after an extended absence for medical reasons of more than ten (10) consecutive work days or, at the discretion of the University, fewer days.
 5. Require a physical evaluation to assist in proper placement of employees requesting change to a job classification requiring different or increased physical qualifications.
 6. Require a medical evaluation for purposes of continuing employment.
- C. The University reserves the right to have an employee examined by a physician chosen by the University before permitting an employee to return to work after an illness, injury or disability or to continue working. If the employee's physician and the University's physician do not agree on whether the employee is able to work, the opinion of a specialist who is mutually agreeable to the Union and the University may be sought. If the parties cannot agree on a third physician, the employee's physician and the University's chosen physician will be asked to seek a consulting specialist's opinion.
- D. Employees, including probationary employees, on occupational injury leave, sick leave, experiencing partial disability, may be permitted to work restricted light duty provided they have written permission from a licensed physician enumerating the specific duties the employee is capable of performing and that the duties performed don't conflict with physician's written orders. The nature of the light duty assignments and duty hours will be at the sole discretion of the University. The University may have their own physician examine the employee requesting light duty assignment at any time prior to starting their assignment or during such assignments. In these instances, the University physician will make the ultimate decision as to the employee's performance capability. Light duty assignments will not last more than ninety (90) consecutive calendar days in a calendar year.
- E. An employee who, acting in an official capacity, is involved with, exposed to, comes into contact with or has reason to believe that he/she has been involved with, been exposed to, or come into contact with a chemical spill, nuclear radioactive material, biological hazard, hazardous industrial material, body fluid that could spread communicable disease or smoke, shall be examined by an emergency room physician. Such examinations will be conducted as soon as practicable after exposure.

ARTICLE 22

COMMUNICATION OFFICER/DISPATCHING DUTIES

- A. On-duty Police Officers may be required to perform dispatching duties when there is a Communication Officer shift vacancy (full or partial shift vacancy). However, Police Officers will work no more than: 40 dispatching hours in each Contract year, for Communication Officer shift vacancies.
1. Police Officer coverage for Communication Officer breaks and lunches will not count toward the maximum allowable Police Officer dispatching hours.
- B. Officers assigned dispatching duties will not be assigned concurrent O.I.C. responsibilities. Police Officer dispatching hours will be accrued in increments of one (1) hour.

- C. Overtime opportunities for Communication Officer coverage will first be offered to Communication Officers. If no Communication Officer volunteers, then Police Officers may volunteer. If non-voluntary overtime assignment is necessary Communication Officers will be assigned pursuant to the provisions in the applicable AFSCME agreement.
- D. Should the University eliminate a Communication Officer position or the Communication Officer classification it will meet with the Union to discuss the coverage of dispatching duties.

**ARTICLE 23
EMPLOYEE NOTICE**

Employees shall notify University Human Resources and OUPD in writing immediately of any changes in address, telephone number, marital status and record of immediate family. The University shall then notify the Local Union Chairperson of such changes.

**ARTICLE 24
INTERNAL INVESTIGATIONS**

A. Introduction/Definitions:

- 1. An internal investigation will be required under the following circumstances:
 - (a). A personal injury requiring hospital treatment occurs as a result of police action, regardless of whether the injured person is in custody. This provision shall also apply to injuries sustained by department members.
 - (b). Deadly force is deployed by a department member, regardless of whether injury results. This provision shall not apply to the use of deadly force to euthanize an animal in accordance with department policy.
 - (c). Any allegation of substantial wrongdoing, including criminal conduct or serious violations of University or Police Department policy or procedure, which was not witnessed directly by a supervisory officer.
 - (d). Any other circumstance deemed appropriate by the Chief of Police.
- 2. The Chief of Police shall have final authority to determine when an internal investigation shall be conducted.
- 3. In all other disciplinary matters not requiring an internal investigation, or in situations witnessed directly by a supervisory officer, Article 25, Corrective Action shall control.
- 4. For purposes of this Agreement "Substantial Wrongdoing" shall be defined as misconduct which by virtue of its severity could result in immediate suspension or termination, irrespective of prior progressive discipline. (For Example, tardiness and absenteeism shall not be the subject of an internal investigation even if the number of violations could require suspension or termination under progressive discipline).

B. Investigative Process:

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

C. Conduct of Interview:

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

1. Prior to interviewing an officer who is the subject of an internal investigation, the officer shall be notified in writing of the basic details of the allegation.
2. Prior to any interview of an officer who is the accused party in an internal investigation, the officer will have up to twenty-four (24) hours for the purpose of obtaining representation and/or attorney representation.
3. In advance of any questioning, an officer who is a suspect in an investigation that may lead to criminal charges shall be advised of their constitutional rights in accordance with the law.
4. Any officer being interviewed as a witness in an internal investigation who provides information that would lead the investigator to believe that the officer may be subject to corrective action as defined in Article 25, Section A, or becomes a suspect in a criminal investigation will immediately be informed of such belief and advised of their rights under this Article.
5. All interviews, unless exigent circumstances exist, shall be conducted at the Ohio University Police Department and recorded. The officer shall be provided an audio-copy of the recorded interview within seventy-two (72) hours of the receipt of a request by the officer.

D. Refusal to Answer Questions:

1. An officer accused of violating Ohio University or Department Policy and Procedure and who refuses to answer questions or fully cooperate during an administrative investigation may be charged with insubordination or like offense. Before such charge, the officer must be advised that such conduct, if continued, may be the basis for such charges and corrective action up to and including termination.
2. An officer accused of violating Ohio University or Department Policy and Procedure and an alleged criminal offense, will be provided *Garrity* Warning before being ordered to answer questions. An officer refusing to answer questions after being provided *Garrity* may face the charge of insubordination or like offense and attendant corrective action up to and including termination.

E. Access to Reports:

1. Prior to any interview an officer will be provided a reasonable time to obtain any documents or records the officer possesses regarding the events leading to the internal investigation in order to be fully prepared to accurately and completely respond to questions.
2. An officer who is the subject of an internal investigation (or their designated representative), shall be provided access to reports, statements, audio or video recordings at the conclusion of the investigation and reasonably in advance of any pre-disciplinary hearing.

F. Polygraph:

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

G. Status Update:

1. If requested in writing, the accused officer may receive a written status report, thirty (30) days after the officer is notified of the investigation. Subsequent written status reports will be provided upon written request at thirty (30) day intervals until the investigation is concluded.
2. Within fourteen (14) calendar days of the conclusion of the investigation, the accused officer will receive written notification that the investigation has been concluded and the investigative findings.

H. Anonymous Complaints:

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

I. Investigation Conclusion:

The conclusion of any internal investigation will include one of the following dispositions:

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

Unfounded: The complaint was false or otherwise not based on fact.

Not Sustained: The investigation produced insufficient evidence to prove or disprove the allegation.

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

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

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

ARTICLE 25 CORRECTIVE ACTION AND RECORDS

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

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

A. Progressive Corrective Action

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

1. Documented Verbal Counseling
2. Written Reprimand
3. Suspension
4. Dismissal or Termination

However, more severe corrective action or a combination of corrective actions may be imposed at any point if the infraction or violation merits more severe action.

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

B. Administrative Leave

Upon verbal notification followed within twenty-four (24) hours, whenever practicable, by written delineation of the reasons, an officer, at the University's discretion, may be placed on administrative leave with pay at regular rate. The officer will not lose any pay, fringe benefits, or seniority as a result of the administrative leave. Administrative leave with pay shall not be considered corrective action and is not subject to the grievance procedure as long as no loss of pay or benefits is incurred by the officer.

C. Pre-Disciplinary Conference

Whenever the University determines that an officer's conduct may warrant corrective action of suspension or termination, a pre-disciplinary conference will be scheduled. The officer will be given a minimum of three (3) work days notice of the scheduled hearing, the specific

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

D. Suspension Options and Implementation Procedures

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

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

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

E. Grievance Procedure

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

F. Corrective Action Records

Documented verbal counseling and written reprimands will be removed from officers personnel files twelve (12) months after the effective date of the counseling or reprimand providing there is no intervening written notice of corrective action during the twelve (12) month period.

Suspensions will be removed from an officer's personnel file eighteen (18) months following the date of the suspension providing there is no intervening written corrective action during the eighteen (18) month period. Suspensions will remain on file for an officer whose employment is terminated during the eighteen (18) month period or who is involved in litigation or review in a court or governmental agency during the eighteen (18) month period. Leave of absence or layoff periods will not count as part of the eighteen (18) months.

In imposing corrective action on a current charge, the University shall not take into account any documented corrective actions or suspensions which should have been removed by this provision.

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

Upon the request of the officer, their chairperson shall receive a copy of any suspension and/or discharge notice.

G. Personnel Files

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

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

H. Ohio Public Records Law

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

**ARTICLE 26
LEAVES OF ABSENCE**

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

- A. Personal - Employees who have completed their probationary period with the University may apply for a leave of absence for personal reasons not to exceed six (6) months. Said leave shall be applied for in writing and may be granted whenever practicable. However, in no case shall leave be granted to any employee for the purpose of seeking or accepting other employment. Insurance coverage shall not be continued during the period of such leave.
- B. Medical - Any employee who has completed his/her probationary period and who has exhausted his/her accumulated sick leave may be granted a leave of absence for illness for a period not to exceed six (6) months. If requested, the employee shall furnish satisfactory medical proof of such illness. The University will continue the insurance coverage under Article 30 for the period of such leave.
- C. Disability - In the event that a disabling illness continues beyond the medical leave of absence, the employee may apply for a disability leave. In such event, the certificate of the employee's physician shall satisfy the medical proof requirement of said disability. A certificate of the employee's physician stating the disability no longer exists and that the employee is fit to return to his/her former classification shall be required before the employee returns to work, concluding the disability leave. Insurance coverage shall be continued for employees who are on either medical, FMLA and/or subsequent disability leave for a period not to exceed six (6) months for the combined leaves of absence.

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

- D. Union Business - The Union may request a leave(s) of absence not to exceed five (5) aggregate work days for bargaining unit employees during any one calendar year. Said leave(s) shall be requested for those employees selected by the Union to attend educational classes, board meetings, or conventions conducted by the Union. Such leave(s) will be granted whenever practicable. Insurance coverage will continue during a period of such leave.
- E. Military - It is the policy of Ohio University to grant military leave of absence as required by State and Federal laws to permanent employees with at least ninety (90) days of employment with the University who are inducted or otherwise enter military service. The duration and benefits of a leave of absence for military service will be subject to the provisions of the Ohio Revised Code in effect at the time.

Employees who are members of the Ohio National Guard or a member of a reserve component of the armed forces are eligible for military leave without loss of pay for occasional periods of field training or active duty not to exceed a total of thirty-one (31) calendar days in any one (1) calendar year. Such leave will be in addition to regular vacation time and there is no requirement that the service must be in one continuous period of time. The maximum number of hours for which payments may be made in any one (1) calendar year under this provision is 176 hours. A month is defined by Ohio Revised Code 5923.05 (2)(b) as twenty-two (22) eight-hour work days or 176 hours within one (1) calendar year. Additionally, pay and insurance coverage for employees called to active duty for longer than a month will comply with Ohio Revised Code 5923.05 and Ohio Revised Code 5923.051, and any other applicable State or Federal law.

A formal written request for military leave of absence should be submitted to the employee's department head at least two (2) weeks in advance, whenever possible, of the first day of leave. Employees must complete OU Request for Unpaid Leave of Absence for this purpose. A copy of the induction or enlistment notice should be attached to each request whenever possible and submitted to their supervisor and University Human Resources. Appropriate entries must be made on the employee's time sheet/card for the pay period(s) involving paid military leave.

Those persons filling a position of an employee on military leave will be advised that the position is temporary and that the employee on military leave has re-employment rights. An employee forfeits reinstatement rights if the employee exceeds the five-year cumulative voluntary military service limit. The five year cumulative voluntary military service limit does not include: inactive duty training (drill); annual training; involuntary recall to or retention on active duty; voluntary or involuntary active duty in support of a war, national emergency, or certain other operational missions; or additional training requirements determined and certified in writing by the Service Secretary and considered to be necessary for professional development or for completion of skill training or retraining.

Time for reinstatement application and time limits for returning to work depend on the duration of the orders:

Service of 1 to 30 calendar days – return with reinstatement application and begin on the first regularly scheduled work period on the first full day following completion of service and expiration of an 8-hour rest period following safe transportation home.

Service of 31 to 180 calendar days – application for reinstatement must be submitted not later than 14 calendar days after completion of military duty. The affected employee will be promptly returned.

Service of 181 or more calendar days – application for reinstatement must be submitted not later than 90 calendar days after completion of military duty. The affected employee will be promptly returned.

Prompt return will depend on individual circumstances of the department. However, return should occur in a matter of days and, at most, a matter of one to two (2) weeks.

The affected employee's re-instatement rights to his/her position will be subject to the Collective Bargaining Agreement's Seniority, Layoff and Recall Article, as well as all other relevant Collective Bargaining Agreement provisions.

Other provisions of applicable State and/or Federal law will be observed in considering employment rights and benefits relating to veterans, members of the National Guard and other covered military components.

- F. Funeral - An employee who has completed his/her probationary period shall be eligible for use of paid funeral leave, not to exceed three (3) work days, to make arrangement for and attend the funeral of a member of his/her immediate family. Immediate family shall be defined as: Grandparent, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, spouse, child, step-child, grandchild, legal guardian or other person who stands in place of a parent. An employee's legitimate use of funeral leave shall not be considered for purposes of enforcement of absenteeism standards and/or absenteeism work rules. In addition to the above, all employees may use up to two (2) days of sick leave for funeral leave.
- G. Maternity - A pregnant employee shall be entitled to a maternity leave of absence for up to six (6) months. The University should be given at least four (4) months' advance notice of the anticipated delivery date as indicated by the certificate of her physician. Thereafter, the leave shall commence as recommended by the certificate of her physician. Upon returning, the employee shall be returned to her former job classification. Upon returning to work, the employee must present a certificate from her physician that she is able to return to work. The University will continue the insurance coverage under Article 30 for the period of such leave.
- H. Jury Duty - Employees shall receive full pay regardless of shift assignment for regular work hours lost for jury duty by the United States or Ohio courts. Employees selected for jury duty will not have to work their normal shift in addition to performing jury duty. Employees will be released from their regular workday schedule for the duration of their jury duty. Employees will make up hours of work if their jury duty time is less than six (6) hours in duration for the affected workday.
- I. Paternity – Leave for male employees may be deducted from sick leave for care of employee's wife and family during the post natal period. Sick leave shall be for five (5) consecutive days.
- J. Injury Leave – All police officers and probationary officers who are unable to work as a result of an injury or illness (such illness would need to be directly related to contact with blood or body fluids or exposure to hazardous materials) received in the legitimate performance of their duties on behalf of Ohio University may request up to forty-five (45) work days of injury leave per

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

Examples of approved leave include but are not limited to:

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

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

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

K. Family and Medical Leave

1. In accordance with the Family and Medical Leave Act of 1993, employees who have worked at least 1250 hours in the past twelve (12) months shall be annually entitled to a maximum of twelve (12) weeks of unpaid leave for the following reasons:

- a. the birth and care for a newborn son or daughter;
- b. for placement of a son or daughter with a bargaining unit member for adoption or foster care;
- c. to care for a seriously ill spouse, child or parent; or
- d. because of their own serious health condition.

Entitlement to leave pursuant to 1 a) or 1 b) above, shall end upon the child reaching age one (1) or twelve (12) months after the date of adoption or foster placement.

2. Employees must give the University at least thirty (30) day notice, or as much notice as is practicable in foreseeable situations.
3. After applying for leave under this section, employees may be required to use their accumulated paid leave prior to using unpaid leave, not to exceed a maximum combination of twelve (12) weeks. (For example: Four (4) weeks of paid sick leave and 8 weeks of unpaid leave combination.)
4. Provided the University notifies the employee of such a requirement upon request for leave, medical certification shall be required to substantiate leave for the reasons stated in 1 c) and 1 d) above; with the University having the option of second and third opinions at the University's expense. Medical Certification shall include the following:
 - a. the date the condition began

- b. the probable duration of the condition
 - c. appropriate medical facts regarding the condition and the necessity for leave; and
 - d. a statement that the employee is unable to perform the essential function of his or her position during this period of leave.
5. Employees may be entitled to use family and medical leave on an intermittent or reduced leave schedule basis upon mutual agreement between the University and the employee and provided all requirements set forth above have been satisfied.
- a. When an employee uses family and medical leave on an intermittent or reduced leave schedule basis, the University may temporarily transfer the employee to an alternate position with equivalent pay and benefits which would better accommodate the recurring periods of leave and not disrupt the services provided to the public. Upon return from leave, the employee shall be restored to his or her former position or an equivalent position.
6. Health insurance benefits shall continue during the period of family and medical leave, not to exceed a total of twelve (12) weeks per year with the University paying its share of the health insurance premium. The employee must make arrangements for payment to continue for any portion of the health insurance premium which he or she is obligated. The University may recover any premiums paid if the employee fails to return to work for a period of at least thirty (30) calendar days unless the failure to return was due to the continuance, recurrence or onset of a serious health condition or due to other circumstances beyond the employee's control.
7. For purposes of this Article, the following definitions shall apply:
- a. "Serious Health Condition" – an illness, injury, impairment or physical or mental condition which involved inpatient care in a hospital, hospice, or residential care facility; or incapacity of more than three (3) days with continuing treatment or at least two (2) or more visits or supervision by a health care provider.
 - b. "Reduced Leave Schedule" – a leave schedule that reduces the usual number of hours per workweek, or hours per workday, of an employee.
- L. Medical leave, maternity leave, paternity leave, and injury leave all run concurrently with FMLA Leave. Leave time available under FMLA will be directly, proportionately diminished by use of the aforementioned leaves.

**ARTICLE 27
SICK LEAVE**

- A. All employees will earn and accrue sick leave at the rate of four and six-tenths (4.6) hours for each eighty (80) hour bi-weekly pay period. Sick leave credit for less than eighty (80) hours of service in a bi-weekly pay period will be calculated on a prorated basis. The calculation of all sick leave credits will be based on hours in active pay status.
- B. Requests for use of sick leave shall be signed by the employee and subject to the approval of the department head. Sick leave may be used for absence due to personal illness, pregnancy-related conditions, injury, exposure to a contagious disease which could be communicated to other employees, and to illness, injury, or death in the employee's immediate family. Immediate family includes an employee's spouse, parents, children,

- step-children, grandparents, siblings, grandchildren, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, or a legal guardian or other person who stands in place of a parent.
- C. Requests to use sick leave credits for a death in the employee's immediate family shall be in accordance with Article 26.
 - D. Time spent from work for doctor or dentist visits will be considered for approved sick leave if accompanied by a physician's statement.
 - E. Falsification of either the signed sick leave request or physician's statement shall be grounds for disciplinary action including dismissal.
 - F. Unused sick leave shall be cumulative without limit.
 - G. Upon retirement with ten (10) or more years of service, the employee may elect to be compensated at his current rate of pay for fifty percent (50%) of accrued and unused sick leave not to exceed sixty (60) days. Upon the death of an employee with ten (10) or more years of service, fifty percent (50%) of accrued and unused sick leave not to exceed sixty (60) days will be paid to survivors based upon the rate of pay at the time of death.
 - H. In the event that an employee terminates or is laid off from the University, there will be no pay for accrued and unused sick leave.
 - I. The Chief of Police or the Asst. Vice President for Human Resources may require evidence, in the form of a physician's certificate, as to the adequacy of the reason for any employee's absence during the time for which sick leave is requested for three (3) or more consecutive days, for a fifth (5th) or subsequent call-off in a twelve (12) month period, or when Ohio University Police Department management has cause to believe that the sick leave was not used for the purpose requested. When unauthorized use or abuse of sick time is substantiated, the Chief of Police will effect progressive corrective action in accordance with Article 25 (A) Corrective Action and Records.
 - J. Sick leave with pay shall be charged at the rate of one (1) hour for each one (1) hour of regularly scheduled work from which an employee is absent, when such sick leave is chargeable to such absence under the provisions of this Article.
 - K. Pregnancy-related disabilities shall be treated as any other non-work-related disability.
 - L. Effective July 1, 2001, Police Officers will be eligible for the benefits under Ohio University Policy #40.028. The policy, for purposes of this contract, is modified in regard to Police Officer requests for personal days. Personal day requests that are made to the Police Officer's immediate supervisor twenty-four (24) hours in advance from the beginning of the requested shift will be granted unless extraordinary operational needs exist. Requests for a personal day made less than twenty-four (24) hours in advance of the shift will be subject to approval by the affected Police Officer's immediate supervisor. Approval will be based on the operational needs of the department. A personal day equals 8 hours.

ARTICLE 28 VACATION LEAVE

- A. Each full-time employee, after one (1) year of service with the University, shall have earned and will be due upon the attainment of the first year of employment, and annually thereafter,

eighty (80) hours of vacation leave with full pay. One (1) year of service shall be computed on the basis of twenty-six (26) biweekly pay periods.

- B. A full-time employee with five (5) or more years of service with the University (or State) shall have earned and is entitled to one hundred twenty (120) hours of vacation leave with full pay.
- C. A full-time employee with ten (10) or more years of service with the University (or State) shall have earned and is entitled to one hundred sixty (160) hours of vacation leave with full pay.
- D. A full-time employee with twenty (20) or more years of service with the University (or State) shall have earned and is entitled to two hundred (200) hours of vacation leave with full pay.
- E. Vacation leave shall accrue to the employee at the rate of three and one-tenth (3.1) hours each bi-weekly period for those entitled to eighty (80) hours per year; four and six-tenths (4.6) hours each biweekly period for those entitled to one hundred twenty (120) hours per year; six and two-tenths (6.2) hours each bi-weekly period for those entitled to one hundred sixty (160) hours per year; and seven and seven-tenths (7.7) hours each bi-weekly period for those entitled to two hundred (200) hours per year.
- F. To receive vacation preference, vacation block requests will be submitted in writing on a form provided by the Chief of Police. Only specific blocks of time (7 or more consecutive -calendar days which will include regular scheduled days off) will be prescheduled. Selection shall be by classification seniority with no less than three officers being permitted vacation leave at any one time unless approved by the Chief of Police. All requests will be submitted to the Chief of Police for his/her review. In December of each year, employees shall submit vacation requests for the following calendar year. Employees wanting to take vacations requiring reservation well in advance can submit requests at least thirteen (13) months in advance in addition to the annual request in December.

Vacation leaves may be taken in multiples of one (1) hour.

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

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

- G. An employee must be in an active pay status (i.e., working or on approved paid leave) to earn vacation leave credits.
- H. Vacation pay shall be paid in advance to those employees taking a vacation of one (1) week or more, and who request such pay at least three (3) weeks in advance of the vacation.
- I. Employees shall forfeit their right to take or to be paid for any vacation leave to their credit which is in excess of the accrual for three (3) years. Such excess leave shall be eliminated from employees' leave balance.
- J. Upon separation from the University, an employee shall be entitled to compensation at his/her current rate of pay for all accrued and unused vacation leave to his/her credit at the time of separation. In the case of death of an employee, such accrued and unused vacation leave shall be paid to the employee's beneficiary or estate.

**ARTICLE 29
HOLIDAYS**

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

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
Presidents' Day	Third Monday in February*
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October*
Veterans' Day	November 11
Thanksgiving	Fourth Thursday in November
Christmas	December 25
Employees Birthday	(See Section I)

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

- B. Eligibility for holiday pay shall be based on the date specifically observed as the holiday.
- C. A full-time employee shall be eligible for eight (8) or ten (10) hours of holiday pay regardless of work shift and work schedule.
- D. In order to receive holiday pay, an employee must be in active pay status on the last regularly scheduled work day prior to the holiday and the first regularly scheduled work day following the holiday. The University may require proof of any illness occurring the day before and after any holiday where there is a claim for paid time off. Employees on leave of absence without pay or in layoff status on the day observed as a holiday are not entitled to holiday pay. If a holiday occurs during a period of paid sick leave or vacation leave, the employee will draw holiday pay and will not be charged for sick leave or vacation.
- E. All holidays will be treated as regularly scheduled work days for all purposes, including time off requests.
- F. All full-time employees who work on a day observed as a holiday will be paid at the rate of one and one-half (1-1/2) times their regular hourly rate for all hours worked in addition to eight (8) or ten (10) hours straight time pay. (Dependent upon whether the employee is regularly scheduled to work an 8 hour or 10 hour shift.)
- G. Up to three separate holidays per fiscal year (July 1 through June 30) employees will not be scheduled to work and will take the paid holiday. The holiday scheduling will be determined at the spring shift bid. A preference sheet shall be circulated at the time of the Spring Shift bid. Preferences for scheduling the holidays shall be based upon seniority. If there are staffing deficiencies management will post the shifts in accordance with Article 12.

- 1). Eligibility for holiday pay shall be based on the date specifically observed as the holiday.
 - 2). When a holiday falls on an employee's day off, the University can schedule the employee an extra day off within the work week that the holiday falls as long as the extra day off is contiguous with another scheduled day/s off.
- H. In addition to the above holidays, the University shall observe any holiday appointed and recommended by the Governor of this State or the President of the United States.
- I. Employees will have their birthday as a floating holiday. This holiday is to be observed on a day the employee is normally scheduled to work. Employees will receive straight time pay for the hours of their regularly scheduled shift on this day. This floating day is scheduled based on the employees giving advance notice and is subject to approval of their supervisor based on the operational needs of the department. The floating holiday must be taken all at one time and cannot be taken in increments less than one shift. This day is to be taken during the calendar year and cannot be carried forward year to year.

ARTICLE 30 INSURANCE

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

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

ARTICLE 31 TRAINING AND EDUCATIONAL BENEFITS

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

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

In addition to annual qualification for fire arms, the University shall provide each officer with up to two (2) hours of release time, three (3) separate times per calendar year to shoot at a firing range. Release time for the firing range shall be contiguous with the Police Officer's shift and approved by a supervisor in advance. Police officers will be provided with one 50 round box of ammunition per release time to shoot at the firing range. In the event that OUPD adopts a bi-annual firearms qualification, the release time will be limited to two (2) times per year.

Training Day

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

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

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

Police academy:

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

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

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

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

I. FULL-TIME BARGAINING UNIT EMPLOYEES

A. Employees

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

B. Fees

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

C. General Information

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

2. Time Spent Away from Work

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

II. SPOUSES OF BARGAINING UNIT EMPLOYEES.

Spouses of employees may take as many undergraduate or graduate courses as academically permissible. Spouses of employees who retired or have been placed on disability termination and widowed persons whose spouse died while employed shall retain the above educational scholarship. The scholarship for spouses of full-time employees is equal to 100% of the instructional fee and no part of the general fee. Information regarding the scholarship program for spouses may be obtained at University Human Resources.

III. CHILDREN OF BARGAINING UNIT EMPLOYEES

A. Eligibility:

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

B. Requirements:

There are no tenure requirements for employee parents whose children are taking graduate or undergraduate courses.

No particular class standing is necessary for the original awarding of this scholarship, except that the student must meet the admission requirements.

The criteria for continuing this award for subsequent studies is the maintenance of a 2.00 accumulative average on all hours attempted.

Applicants for the Employees Children Scholarship must reapply each year.

C. Procedure:

Ohio University Employees' children (hereinafter referred to as applicants) should request an application as early as possible in the year (March) preceding anticipated fall enrollment. Applicants wishing to commence study in a quarter other than the Fall Quarter should contact University Human Resources as early as possible to ensure that they will be able to receive a scholarship.

Each applicant must complete an application, obtained from University Human Resources, requesting a scholarship.

The applicant and parent employed by Ohio University both sign and date the application and applicant returns the completed form to University Human Resources.

After the parent's employment by the University, the applicant's scholastic eligibility, and admission to the University are all verified, the applicant receives a letter from University Human Resources confirming the awarding of the scholarship.

If the application is not filed in a timely manner it will be necessary for the applicant to report to University Human Resources for the fee waiver.

IV. RETIRED* BARGAINING UNIT EMPLOYEES

Retired* employees are eligible for a scholarship that is equal to 100% of the instructional fee and no part of the general fee.

*Includes employees on disability retirement.

ARTICLE 32 UNIFORMS

A. The Department shall provide the following initial issue of new equipment and uniform accessories:

1. Headgear: winter, summer, ball cap, accessories, badges if applicable.
2. Shirts: five (5) summer, five (5) winter, five (5) T-shirts.
3. Trousers: five (5) pair.
4. Coats: One (1) winter coat, one (1) jacket and one (1) rain coat.
5. Ties: three (3).
6. Shoes: two (2) pair, one (1) pair boots.
7. Socks: five (5) pair.
8. Accessories: one (1) name tag, two (2) badges, one (1) whistle chain, one (1) trouser belt, one (1) gun belt, one (1) holster, one (1) handcuff case, one (1) set high quality handcuffs, one (1) key fob, one (1) radio case, four (4) belt keepers, one (1) mini-light carrier, one (1) big light carrier, one (1) mini-flashlight, one (1) big rechargeable flashlight, notebooks and pens, one (1) firearm*, one (1) pepper gas and holder, one (1) glove holder, three (3) ammo clips* and one (1) dual clip holder.

*The firearm and/or ammo clips may be previously used.

9. Special Safety Equipment

The University will provide an adequate gas mask, riot helmet with face shield and riot baton. The special safety equipment will be stored at a readily accessible place. Each Police Officer's gas mask and riot helmet with face shield will be stored separately and identified by unit number.

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

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

10. All required patches shall be provided already sewn on all shirts and coats.

Items must be maintained by the employee in good working order and appearance.

Employees hired during the fiscal year shall, after one (1) year of employment, have their annual allowance prorated from the date of hire to the beginning of the subsequent fiscal year based upon that annual allowance agreed to in B.

11. The University shall be responsible for repair or replacement of items lost, stolen or damaged (except for normal wear and tear) if not due to the employee's negligence.

B. The department will provide an annual uniform allowance for uniforms and maintenance in the amount of \$1,100.00 paid out bi-annually (\$550.00 each) with the first check in June and the second check in December of each year of the contract. Police Officers will be responsible for purchasing items listed in paragraph A, 1 through 8 as approved by the Chief of Police. The past practice shall continue as to the department's purchase of firearms, pepper gas, radio case, notebooks and pens.

1. Officers who participate in the physical fitness component may choose to purchase clothing and shoes that are directly related to the officer's maintenance of physical fitness (i.e. athletic clothing and running shoes).

2. Officers that are certified bike officers and are assigned to bike patrol may choose to purchase bike patrol clothing after their initial issue of uniforms. Assigned bike officers will receive an additional \$195.00 per year to purchase approved bike officer uniforms.

3. Police Officer/s who are assigned as full-time investigators will be permitted to purchase plain clothes as per department policy.

4. Police Officers are expected to keep their uniforms in good repair and are expected to allocate their purchases so that each officer maintains an appropriate number of uniforms.

C. All uniform items purchased shall remain the property of the University.

D. The University shall reimburse employees for reasonable cost of repair or replacement of watches and eyeglasses damaged in the non-negligent performance of their duties, not to exceed \$100.00 per item. Provided, however, the employee is not able to replace eyeglasses through a vision care insurance program.

E. The University will issue a Department handgun.

F. Protective Vest

All police officers may be required as a condition of employment, while on duty, to wear body armor as per departmental policy. The OUPD agrees to furnish at no cost to the employee, police officers, personal protective vests (body armor). The vest will remain University property.

**ARTICLE 33
PARKING**

The Fraternal Order of Police, Ohio Labor Council, Inc. ("FOP") and Ohio University ("University") agree that the University may implement parking fees for employees during the term of the current Contract. The University and FOP agree that the wage scales negotiated in this Contract include a base wage increase of \$500 per year to offset any parking fees. The University and the FOP further agree that if the University implements a parking fee during the term of this Contract that exceeds \$500 per year, the parties will meet and confer for the sole purpose of discussing a one-time base wage increase to equal and offset the portion of the parking fees that exceeds \$500 per year.

**ARTICLE 34
SAVINGS CLAUSE**

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

**ARTICLE 35
COPIES OF CONTRACT**

- A. The Contract and its attachments shall be printed in sufficient quantities which shall enable each party to have an adequate supply on hand, and shall be provided to each member of the bargaining unit. The University shall also provide a copy to each new employee. The Union and the University shall alternate the responsibility for printing the Contract beginning in 1992 with the University.

**ARTICLE 36
DRUG & ALCOHOL TESTING PROGRAM**

- A. The University and the FOP have a mutual interest in promoting the treatment and rehabilitation of employees involved in the illegal use of drugs or the abuse of alcohol. A drug testing program serves to promote the parties' interest in a drug-free workplace. It shall be a term and condition of employment that employees be free from alcohol abuse, drug dependence, illegal drug use or drug abuse. Employees also have the right to be free from direction by those who abuse alcohol or drugs, use illegal drugs, or are drug dependent.
- B. A member of the bargaining unit may be required to submit to a test to determine the illegal use of drugs or to determine if the employee is under the influence of alcohol while on duty. Drug testing procedures are set forth in Appendix A. Transportation to a testing site shall be in an unmarked vehicle, when one is immediately available. Bargaining unit members shall have the option of non-uniformed dress, provided the employee has such dress immediately available. Alcohol testing will be based on breath analysis performed by the State Highway Patrol. A positive result from an alcohol breath test means a level of impairment of .02 percent. If an employee tests at .02 or higher, he/she shall immediately be granted a confirmatory test at the discretion and expense of the employee with a standard equivalent to a .02 breath test.

- C. Requiring an employee to submit to such a test must be based on a reasonable cause that the employee has been using any drug or narcotic or alcohol and that this use may present a risk to his/her safety or that of fellow employees or the public.
- D. Definitions:
1. "Illegal drug" is any drug or controlled substance defined to be illegal by the Ohio Revised Code, or any prescription drug which has not been properly and legally prescribed to an employee being tested herein, or is taken in excess of the prescribed dosage, and could impair an employee's performance.
 2. "Drug abuse" shall include the usage of any illegal drug, alcohol abuse and alcoholism.
- E. Employees who have reasonable cause to believe that another employee is using illegal drugs, engaging in drug abuse, or is under the influence of alcohol, shall report the facts and circumstances concerning the same immediately to their supervisor. Any employee may request drug or alcohol counseling or rehabilitation, and no employee shall have his/her job security or promotion opportunities jeopardized solely by such request.
- F. A supervisor who orders a drug test based on reasonable cause that the employee has used or is under the influence of any drug, narcotic or alcohol shall forward a report containing the facts and circumstances directly to the Chief of Police. The employee shall be verbally advised of the reasonable cause factors at the time of the test and receive a written statement of the reasonable cause factors within twenty-four (24) hours of the test. For the purpose of this article, reasonable cause is those facts that would lead an ordinary man to entertain a suspicion that a certain condition or situation may exist.
- G. Test results reporting a presence of alcohol, illegal drugs, or narcotics, or the use of prescription drugs without a prescription, or the abuse of any over-the-counter drugs will be submitted to the Chief of Police for further action.
- H. An employee who submits to a test may be placed on administrative leave pending receipt of the test results. If the test results indicate that the officer was not under the influence of alcohol or illegal drugs, the allegation will be disposed of as Unfounded. An officer who has a confirmed, positive illegal drug test will be subject to corrective action up to and including termination. An officer who has been accused of only being under the influence and received a positive breath test or positive illegal drug screening that would warrant corrective action, may agree to enter a University-approved rehabilitation program. Upon successful completion of the program, the corrective action will not exceed a thirty (30) calendar day suspension on the first offense. For a period of two (2) years, following successful completion of a rehabilitation program, the officer will be subject to random drug and/or alcohol testing. A second positive test of alcohol and/or illegal drugs is grounds for immediate termination.
- I. An employee who refuses to submit to a drug or alcohol screening or confirmatory test or who fails to complete a program of rehabilitation or, after successfully completing such program of rehabilitation or detoxification, fails to comply with the stated out-patient portions of the program is subject to termination.
- I. All test results and actions taken under or pursuant to this Article shall be kept confidential in accordance with state and federal law.

**ARTICLE 37
ENTIRE CONTRACT**

All matters subject to collective bargaining have been bargained upon, whether or not such matters are included herein, and they may not be made the subject of collective bargaining during the term of this Contract.

**ARTICLE 38
RETIREMENT**

- A. Employees approaching retirement shall be presented with the badge worn during service to the community, department patch, service decorations and name plate suitably encased for presentation.
- B. Retired employees shall be permitted to retain their department credentials. The Employer may exercise the option to stamp said credentials with the term "Retired".
- C. Retired employees may retain one complete set of the department's formal uniform with all accessories.
- D. Employees within retirement qualifications may attend University sponsored retirement, financial planning and seminars, and counseling at the Employer expense.
- E. The University will schedule individual retirement counseling with OPERS representatives on campus, at the employer's expense for all eligible bargaining unit members.
- F. Time spent at any activities narrated in section D or E of this article will be considered time worked, and shall be compensated according to the wage article of this Agreement. Employees will not be eligible for overtime as a result of participating in this activity. The Employer may make any reasonable or necessary shift adjustments to accommodate the bargaining unit members' voluntary attendance to the specified retirement activities.

G. Purchase of Service Weapon

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

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

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

**ARTICLE 39
MISCELLANEOUS**

The purpose of this article is to clarify the intent of specific sections of this Agreement, or to identify guidelines for possible mid-term follow up due to insufficient information, or resources during recent Collective Bargaining Negotiations.

1. The University may at its sole discretion establish the position of Safety Officer within the Police Department. If this classification is established the parties of this Agreement will jointly petition SERB in accordance with the requirements of Ohio Revised Code 4117 to include this classification within the bargaining unit. The terms of this Agreement will apply to this classification with the exception of specific criteria such as firearms issue and specific uniform items which may not apply. The base rate of this classification will be twenty percent (20%) less than the base rate of Police Officer. In the event that this classification does not meet the statutory SERB requirements for recognition and certification the parties of this agreement may decline any further participation.
2. The University may implement a policy requiring newly hired employees to reimburse the University for the cost of initial training if the employee voluntarily separates from the University within two (2) years of hire. The cost shall be prorated over a two (2) year period. Employees will be advised of this policy in writing at the time of hire.
3. Surreptitious individual audio recordings between police officers and other Ohio University Department of Campus Safety personnel or Ohio University Administrative personnel will not be performed without providing prior notice to the involved parties unless pursuant to a criminal investigation.

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

**ARTICLE 40
WELLNESS**

Policy Statement

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

I. Health Component (Mandatory)

- A. The goal of this component is to insure that officers are screened for health risks in those areas recognized by the American Heart Association or others to be indicators of serious physical health problems. Those areas of screening undertaken and provided by the department, will be:
 1. Blood pressure evaluation – Use of American Heart Association standards; those medically at risk will be provided further resources in accordance with the University insurance plans.
 2. Cholesterol screening – Use of American Heart Association standards for reference; those medically at risk will be provided further resources or references for body fat reduction or increase.

3. Body fat evaluation – Use of Cooper’s standards for reference; those medically at risk will be provided further resources or references for body fat reduction or increase.
4. Should officers exhibit signs during the health screenings indicating a possible health problem exists, the officer should seek appropriate screening and further advice from their own doctor pursuant to the health plan options chosen by the officer.

II. Physical Fitness Component (Voluntary)

- A. The goal of this component is to insure that officers are screened for physical fitness and to provide an incentive for high performance of physical fitness components.
 1. Officers will participate in a physical fitness evaluation annually. The fitness evaluation will follow the health screening. Officers participating in the physical fitness component will earn two (2) days off with pay during the contract year of evaluation if the officer successfully passes the physical fitness component at the 80th percentile (averaged overall events) for their age and gender of the Fit Force Norms used by OPOTA for aerobic capacity (1.5 mile run), upper body strength (1 minute maximum push ups), and muscular endurance (1 minute sit-ups). The days off will be scheduled in advance subject to appropriate staffing on shift as are personal and vacation days.
 2. Those participating in the physical fitness program and completing the evaluation at the 60th percentile (averaged overall events) for their age and gender of the Fit Force Norms used by OPOTA will earn one (1) day off with pay during the contract year of evaluation.
 3. Officers will be notified in writing of their performance scores in a reasonable period of time after completion of the testing.
 4. Testing for health and fitness will be during the officers’ on-duty schedule. Testing opportunities will be offered once each year with a minimum of thirty (30) calendar days advance notice to officers, unless the thirty (30)-day advance notice is voluntarily waived by individual officers.
 5. The department will provide training for departmental personnel to serve as advisors and evaluators in the fitness program.

III. Physical Fitness/Wellness and Job Performance

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

IV. Continuance of Program

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

**ARTICLE 41
DURATION**

- A. This Contract shall continue in full force and effect for a period of three years beginning July 1, 2011, to midnight, June 30, 2014.
- B. Should either party desire to modify or terminate this Contract, such party shall give written notice of its desire to modify or terminate at least ninety (90) calendar days prior to the termination date. If neither party gives notice of its intent to modify or terminate this Contract, as provided herein, this Contract shall continue in full force and effect from year to year after June 30, 2011, subject to modification or termination by either party by written notice at least ninety (90) calendar days prior to June 30 of any subsequent year.

EXECUTION

IN WITNESS WHEREOF, the parties hereto have duly executed this Contract on this 25th day of September, 2011 with the Contract effective July 1, 2011 to Midnight, June 30, 2014.

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



Wes Elson
FOP/OLCI Staff Representative

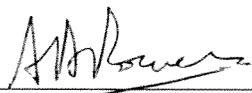
FOR OHIO UNIVERSITY:



Erika Pearsol-Christie, Director
Employee & Labor Relations



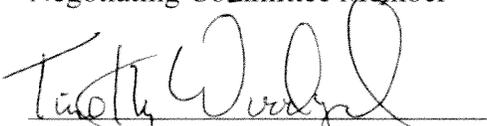
Dave Gillogly, FOP/OLCI
Negotiating Committee Member



Andrew D. Powers, Chief
Ohio University Police Department



Michael Swearingen, FOP/OLCI
Negotiating Committee Member



Timothy Woodyard, FOP/OLCI
Negotiating Committee Member

APPENDIX A URINALYSIS PROCEDURES

1. The employee will be notified of the test requirement just prior to being transported without delay to the medical facility or laboratory designated by OUPD to obtain the urine sample. At the time of the test the subject will be notified of the specific drugs which will be screened by the test. The employee will be accompanied by a testing officer of the same sex.
2. The room where the sample is obtained must be private and secure with documentation maintained that the area has been searched and is free of any foreign substance. The testing officer shall be in the presence of the employee to ensure that the sample is from the employee and was actually passed at the time noted on the record. Specimen collection will occur in a medical setting, and the procedures should not demean, embarrass or cause physical discomfort to the employee.
3. An interview with the employee prior to the test will serve to establish use of drugs currently taken under medical supervision. The employee will be required to identify any prescription or non-prescription medication taken in the past week. The medication and time last taken will be documented and signed by the employee. Medications containing narcotic drugs, hypnotics, stimulants, depressants, sedatives, and most muscle relaxants must be reported. Drugs such as aspirin, cold medications, Tylenol, birth control pills, and antihistamines, except those containing codeine need not be reported. In the event the employee is taking medications which require reporting, the testing officer must attempt to verify the validity of this use through interviews and request the employee to provide documentation verifying the validity of the use.
4. The employee will be allowed to select two (2) of several containers to be used to hold the sample.
5. The containers will be new and free of contaminants.
6. The employee will deposit a minimum volume of urine (2 oz.) in each container and tightly cap it. An employee who is unable to provide an adequate sample initially will remain under observation until able to do so.
7. A tamper proof seal will be used on the container.
8. The container will be labeled in front of the employee.
9. Each step in the collection and processing of the urine sample shall be documented to establish procedural integrity, and the chain of evidence.
10. Social security numbers will be used as a donor identifying number. This number will be utilized to identify the sample throughout the collection and testing phases of the urine screening. The purpose of the donor identifying number is to protect the identity of the donor providing the sample. Laboratory testing personnel will only have access to the identifying number and not the individual's name.
11. Testing officers will be assigned by the Chief of Police.
12. The second sample container will be secured and preserved according to generally accepted lab procedures at the site where the samples are passed and collected. In the event the first sample shows a presence of any illegal drug or narcotic the employee shall have the option of having the second sample tested (at his/his own expense) at another qualified medical facility or laboratory, generally accredited by a standardizing body within a reasonable distance. To facilitate this testing the second sample shall be secured from the collection site by a management representative and a Union representative and transported or caused to be transported to the second laboratory where it will be tested. The tests employed must be of the same type employed by a primary laboratory.

Appendix B

OUPD Wage Scale

OUPD Proposed Wage Scale

<u>2011 (FY12)</u>					
	1	2	3	4	5
Police Officer 3	\$21.17	\$22.44	\$23.78	\$25.21	\$26.72
Police Officer 2	\$20.96	\$22.21	\$23.55	\$24.96	\$26.46
Police Officer 1	\$20.75	\$22.00	\$23.31	\$24.71	\$26.20
Police Cadet	\$17.64				

<u>2012 (FY13)</u>					
	1	2	3	4	5
Police Officer 3	\$21.59	\$22.89	\$24.26	\$25.71	\$27.26
Police Officer 2	\$21.38	\$22.66	\$24.02	\$25.46	\$26.99
Police Officer 1	\$21.17	\$22.43	\$23.78	\$25.21	\$26.72
Police Cadet	\$17.99				

<u>2013 (FY14)</u>					
	1	2	3	4	5
Police Officer 3	\$22.02	\$23.34	\$24.74	\$26.23	\$27.80
Police Officer 2	\$21.80	\$23.11	\$24.50	\$25.97	\$27.53
Police Officer 1	\$21.59	\$22.88	\$24.26	\$25.71	\$27.25
Police Cadet	\$18.35				

APPENDIX C

Ohio University Police Department
Compliment/Complaint

Date: _____

Compliment

Time: _____

Complaint

Personnel Involved:

Name: _____ Badge #: _____

Person Making Compliment/Complaint:

Name: _____ Sex: ___ Phone: _____

Address: _____

Date/Time/ Location of Incident:

Description of Incident:

Making a false complaint against a Police Officer is in violation of ORC #2921.15

Signature: _____ **Date:** _____ **Time:** _____

Received by:

Name: _____ Date: _____ Time: _____ How Received: _____

Attachments: ___ pages

APPENDIX D

FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL, INC.

222 EAST TOWN STREET
COLUMBUS, OHIO 43215-4611
(614) 224-5700
FAX (614) 224-5775
1-800-FOP-OLCI



O.L.C. Unit _____ Employer _____
O.L.C. Grievance No. _____ Address _____
Phone No. (____) _____

GRIEVANCE REPORT FORM

PLEASE PRINT OR TYPE

A copy of this form
must be sent to the
O.L.C. Office - IMMEDIATELY

Please have your Associate
call your Staff Representative
when filing a grievance

Name of Grievant _____ Badge No. _____
Grievant address _____ Phone No. (____) _____
Classification _____ Assignment _____
Shift _____ Date of appointment _____
Immediate Supervisor at time of incident _____
O.L.C. Representative _____ Date and time _____
Grievance first discussed with _____ Date and time _____
Article and section number of contract violation _____
Statement of grievance (Give times, dates, who, what, when, where, why, and how):

Remedy requested: _____

Grievant's signature _____ Date and time _____

STEP ONE
Received by _____ Date and time _____
Respondent Name and Title _____
Date of meeting _____ Time _____ Place _____
Step one response _____

Name and Title _____ Date and Time _____
Received by _____
Grievant _____ Date and Time _____
ANSWER IS: Accepted _____ Rejected _____

STEP TWO if applicable

Received by _____ Date and time _____

Respondent Name and Title

Date of meeting _____ Time _____ Place _____

Step two response _____

Name and Title _____ Date and Time _____

Received by _____

Grievant

Date and Time

ANSWER IS: Accepted _____ Rejected _____

STEP THREE if applicable

Received by _____ Date and time _____

Respondent Name and Title

Date of meeting _____ Time _____ Place _____

Step three response _____

Name and Title _____ Date and Time _____

Received by _____

Grievant

Date and Time

ANSWER IS: Accepted _____ Rejected _____

STEP FOUR if applicable

Received by _____ Date and time _____

Respondent Name and Title

Date of meeting _____ Time _____ Place _____

Step four response _____

Name and Title _____ Date and Time _____

Received by _____

Grievant

Date and Time

ANSWER IS: Accepted _____ Rejected _____

F.O.P./O.L.C. intention to arbitrate (Yes) _____ (No) _____

Signature _____

**MEMORANDUM OF UNDERSTANDING
BETWEEN
OHIO UNIVERSITY and FOP/OLCI**

The parties, Ohio University and the Fraternal Order of Police/Ohio Labor Council, Inc. (FOP/OLCI) have met and discussed provisions for providing the Domestic Partner benefits pursuant to the University's Domestic Partner Benefits policy to FOP bargaining unit employees as a matter of equity and fairness. This shall include participation of domestic partners and children of domestic partners in the health insurance benefit plan, bereavement leave, sick leave and educational benefits.

Ohio University defines Domestic Partners as two individuals of the same sex who share a regular and permanent residence, have a committed personal relationship, can demonstrate financial interdependence and who are not legally married, nor in a domestic partnership with anyone else. The benefits under the domestic partner benefits policy may vary according to the employment status of the employee and may be applicable to tax implications.

The University requires verification of the domestic partner before granting domestic partner benefits. The policy provides the means and documentation necessary for the employee to establish the domestic partnership. Also, termination of domestic partner benefits must follow the guidelines enumerated in the domestic partner benefits policy. Please refer to the policy for details on applying for and administration of domestic partner benefits.

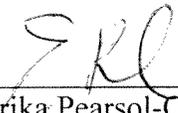
Domestic Partner benefits may be revised or terminated as deemed appropriate by the University.

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

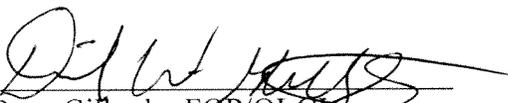


Wes Elson
FOP/OLCI Staff Representative

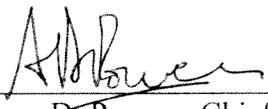
FOR OHIO UNIVERSITY:



Erika Pearsol-Christie, Director
Employee & Labor Relations



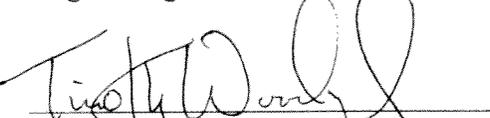
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Negotiating Committee Member



Timothy Woodyard, FOP/OLCI
Negotiating Committee Member

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF:

FRATERNAL ORDER OF POLICE,	}	
OHIO LABOR COUNCIL, INC.,	}	Case No(s): 11-MED-02-0161
EMPLOYEE ORGANIZATION,	}	(Patrol Officers I)
	}	
and,	}	
	}	
OHIO UNIVERSITY,	}	
EMPLOYER.	}	
	}	

FILING OF THE COLLECTIVE BARGAINING AGREEMENT

Pursuant to Board Rule 4117-09-07, the F.O.P. Ohio Labor Council Inc. hereby files a copy of the Collective Bargaining Agreement executed between the parties in the above captioned case(s).

Respectfully Submitted,



Tara M. Crawford
Paralegal
F.O.P., O.L.C.I.
222 East Town Street
Columbus, Ohio 43215
614-224-5700

cc: Mr. Andrew Powers
powersa@ohio.edu