

# **AGREEMENT**

## **BY AND BETWEEN**



**Ohio University**

**and**



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

**Case Number: 2022-MED-03-0245**

**Police Lieutenants**

**July 1, 2022 through June 30, 2025**



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## Introduction/Preamble

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

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

- F. The University will continue to discuss matters with the Union toward the end of amicably settling mutual problems through this Contract and the Grievance Procedure which is a part thereof.
  
- G. It is understood that those topics specified as non-negotiable under Chapter 4117 of the Ohio Revised Code are excluded from this Contract. The provisions of this Contract take precedence over the statutory provisions of Chapter 124 of the Ohio Revised Code for employees covered under this Contract in accordance with Chapter 4117 of the Ohio Revised Code, except as specifically stated otherwise in this Contract.
  
- H. The University recognizes and acknowledges that the Ohio University Police Department (OUPD) is a full-service police department established pursuant to Ohio Revised Code §3345.04. Further, it is recognized and acknowledged that OUPD, as the primary provider of police services to the main campus of Ohio University, shall adopt the principles of progressive policing to insure police services are provided in the most professional manner.
  
- I. The parties agree that except for Family and Medical Leave (where immediate family is defined by federal law) the term immediate family as used in this Agreement shall include: spouse, children, step-children, daughter and son-in-law, parents, step parents, father and mother-in-law, siblings, step-siblings, brother and sister-in-law, grandparents, grandchildren, legal guardian and any other person who stands in the place of a parent.
  
- J. The parties also agree that employees covered by this contract shall be entitled to receive the same domestic partner benefits afforded to classified, non-bargaining employees of the University in accordance with University policy as well as any changes thereto including revising or terminating the policy. This shall include participation of domestic partners and children of domestic partners in the health insurance benefit plan, bereavement leave, sick leave and educational benefits.

## **Article 1: Affirmative Action**

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

## **Article 2: Nondiscrimination**

### **2.1 Protected Classes**

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

### **2.2 Union Membership**

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



## **Article 3:      Application of Ohio Revised and Administrative Codes**

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

## **Article 4: Management Rights**

### **4.1 Sole and Exclusive Right**

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

### **4.2 Specific Rights**

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

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

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

### **4.3 Retention by the University**

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

# Article 5: Union Recognition

## 5.1 Certification

The University recognizes the Union as the sole and exclusive bargaining agent of employees in the bargaining unit certified by the State Employment Relations Board on December 16, 2016 in Case No. 2016-REP-09-0094.

### A. Included

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

Within the classification of Police Lieutenant is the senior rank of Police Staff Lieutenant. The senior rank of Police Staff Lieutenant shall not be a different classification for the purposes of Classification Seniority, Probation, or any other section of this Agreement related to job classification.

### B. Excluded

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

### C. New Position

The University will not attempt to abridge this Agreement by changing the rank structure or classification designation of any employee covered by

this Agreement during the length of this Agreement, with the purpose to eliminate such employees from the Bargaining Unit.

In the event a new classification or rank structure is established, the inclusion of the new classification in the Bargaining Unit will be negotiated by the parties. Should the parties fail to reach resolution on the matter, the Bargaining Unit may petition the State Employee Relations Board in accordance with the Ohio Revised Code.

## **5.2 Definitions**

### **A. Supervisor**

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

### **B. Temporary Employee**

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

### **C. Casual Employee**

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

### **D. Newly Promoted Employee**

Employees newly promoted to the rank of lieutenant shall be entitled to all rights and benefits herein.

## **Article 6: Union Security**

### **6.1 Dues Deduction**

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

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

### **6.2 Notice to the University**

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

### **6.3 Transmission to the Union**

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

**6.4 Relief from Making Deduction**

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

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

**6.5 Indemnification**

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

## **Article 7: Union Business**

### **7.1 Bulletin Board**

The University will provide a board for use by the lieutenants' bargaining unit to be located in the shift supervisor office at the Ohio University Police Department.

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

### **7.2 Ballot Box**

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

### **7.3 Bargaining Unit Meetings**

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



#### **7.4 Use of Departmental Equipment**

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

#### **7.5 F.O.P. Lodge Meeting Attendance**

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

#### **7.6 Representatives**

There shall be one (1) primary representative and one (1) alternate representative, who will be members of the Bargaining Unit, for the bargaining unit covered by this contract. The primary representative shall be responsible for investigating and presenting grievances to the University as set forth below. In the primary representative's absence or under special circumstances, the alternate representative shall fulfill all responsibilities and have all privileges of the primary representative, provided the University is notified in advance.

#### **7.7 Grievance Chairperson**

The primary representative, as described above, and in his/her absence, the alternate representative, 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 specified in this section is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused. The primary representative will perform his/her regularly assigned work at all times, except when necessary to leave his/her work to handle grievances as provided herein. Any alleged abuse by either party will be a proper

subject for a special conference. An employee will not be paid at any time that he/she is present during the processing of a grievance if that time falls outside his/her scheduled working hours.

**7.8 Information to be Furnished**

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

# **Article 8: Protection of the Bargaining Unit**

## **8.1 Contract Employees**

The parties recognize that the University may contract out or subcontract work, provided that no employee covered by this contract is displaced, laid off or takes a reduction in pay as a direct result thereof. Moreover, the University retains the right to enter into and utilize mutual assistance agreements with other entities.

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

## **8.2 Supervisors**

Command Officers may perform bargaining unit work so long as it does not result in the displacement or layoff of a bargaining unit employee as a direct result thereof.

## **8.3 Displacement**

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

## **Article 9: No Strike/No Lockout**

### **9.1 No Strike and No Lockout**

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

Any violation shall subject any participant to immediate discharge.

### **9.2 Use of the Grievance Procedure**

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

### **9.3 Union Responsibility**

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

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

- C. Advise the University in writing that such action has not been caused or sanctioned by the Union and advise the University of the actions it has taken to end the strike activity.
  
- D. In addition, the Union, after its determination that an illegal strike exists, will not oppose the issuance by the Athens County Common Pleas Court of an injunction providing appropriate relief under Ohio Law.

# **Article 10: Labor Management Conferences**

## **10.1 Labor Management Conference**

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

## **10.2 Purpose of the Conference**

The purpose of such meetings shall be to:

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

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

### **10.3 Attendance at the Conference**

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

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

### **10.4 University Responsibility**

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

# **Article 11: Safety and Work Rules**

## **11.1 Equipment**

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

## **11.2 Work Rules**

The University agrees, to the extent possible, that work rules shall be reduced to writing and provided to and explained to all members in advance of their enforcement. Any charge by a member that a work rule or a department policy is in violation of this Contract 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.

## **11.3 Recordings**

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



This provision is not applicable when lieutenants 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 12: Appointments, Probation, and Performance Evaluations**

### **12.1 Probationary Period**

Newly promoted lieutenants shall serve a probationary period of one hundred eighty (180) days from the date of promotion to said rank. Newly hired lieutenants shall serve a probationary period of three hundred sixty-five (365) days from the date of hire. No appointment is final until the employee has satisfactorily completed his/her probationary period. If the service of the probationary employee is unsatisfactory, and the employee previously served the Ohio University Police Department in a lower rank immediately preceding obtaining the Lieutenant rank, s/he shall return to the lower rank. If the service of the probationary employee is unsatisfactory, and the employee did not previously serve the Ohio University Police Department in a lower rank, therefore being a new employee to OUPD, s/he may be removed at any time. Such probationary removal shall not be subject to the grievance procedure.

A probationary employee who for any reason misses a cumulative total of more than ten (10) regularly scheduled workdays shall have their probation extended by the number of regularly scheduled workdays they miss beyond ten (10).

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

### **12.2 Performance Evaluations**

Performance evaluations shall be conducted at least twice prior to the end of the probationary period (during the sixth and eleventh month) and once a year

thereafter. Special performance evaluations may be conducted at any time to apprise employees of unsatisfactory work performance and are not subject to the grievance procedure. Performance reviews shall be conducted by supervisors quarterly and reviewed by the Chief of Police or designee upon request of the lieutenant. 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.

### **12.3 Return to the Bargaining Unit**

#### **A. Return after Employment Outside the Bargaining Unit**

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

1. Within 120 calendar days at the employee's election;
2. From 121 to 365 calendar days, only with management's approval;
3. Employees returning under 1 or 2 above will retain their University, departmental, and classification seniority.

#### **B. After Promotion Within OUPD**

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

**12.4 Posting of Non-Bargaining Unit Position**

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

# Article 13: Seniority

## 13.1 Seniority Definitions

A. Classification Seniority

Defined as the employee's length of continuous service in his/her current classification.

B. Departmental Seniority

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

C. University Seniority

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

## 13.2 Termination of Seniority

An employee's seniority shall terminate:

A. If the employee resigns

B. If the employee retires

C. If the employee is discharged

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

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

### **13.3 Seniority List to be Provided**

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

## **Article 14: Layoff and Recall**

### **14.1 University to Determine Layoffs**

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

### **14.2 Order of Layoffs**

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

# Article 15: Internal Investigations

## 15.1 Investigation to be Conducted

An internal investigation will be required under the following circumstances:

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

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

The Chief will make reasonable efforts to assign investigations so that no member of this bargaining unit is assigned to investigate another member of this bargaining unit.

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).

## **15.2 Investigative Process**

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

## **15.3 Conduct of Interview**

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

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

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

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

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

#### **15.4 Refusal to Answer Questions**

A lieutenant 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 lieutenant must be advised that such conduct, if continued, may be the basis for such charges and corrective action up to and including termination.

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

A lieutenant 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.

#### **15.5 Access to Reports**

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

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

#### **15.6 Truth Verification Examination**

In the course of an internal investigation of a lieutenant(s), the Chief may require a truth verification examination (i.e., polygraph examination, computerized voice stress analysis, or any other industry recognized method as determined by the Chief) be conducted, specific to the details of the alleged misconduct of the lieutenant(s) who is the focus of the investigation. The lieutenant is allowed union representation during pre and post test periods of the examination.

### **15.7 Status Update**

If requested in writing, the accused lieutenant may receive a written status report, thirty (30) days after the lieutenant is notified of the investigation. Subsequent written status reports will be provided upon written request at thirty (30) day intervals until the investigation is concluded.

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

### **15.8 Anonymous Complaints**

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

### **15.9 Disposition of Investigation**

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

A. Exonerated

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

B. Unfounded

The complaint was false or otherwise not based on fact.

C. Not Sustained

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

## **Article 15: Internal Investigations**

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D. Sustained

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

E. Exception

The investigation was closed without being finished.

In the event other acts of misconduct are discovered while conducting an internal investigation, a separate internal investigation will be opened to address them, provided they meet the requirements outlined in Section 15.1 of this article.

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

## **Article 16: Corrective Action and Records**

### **16.1 Just Cause Needed**

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

No non-probationary lieutenant shall be reduced in pay, suspended, removed or receive corrective action as defined below in this Article except for just cause, including any violation of the University, OUPD work rules, policies, procedures or Ohio Revised Code, Section 124.34. However, it is mutually understood that any lieutenant on probationary employment status is subject to discharge at the discretion of the University if the employee did not previously serve the Ohio University Police Department in the lower rank of police officer, therefore being a new employee to the Ohio University Police Department, at any time during such probationary period. If the employee previously served the Ohio University Police Department in a lower rank immediately preceding obtaining the Lieutenant rank, s/he shall return to the lower rank and shall serve a 180 day probationary period. Any discharge of a probationary Lieutenant 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.

## **16.2 Progressive Corrective Action**

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

- A. Documented Verbal Counseling
- B. Written Reprimand
- C. Suspension
- D. Demotion
- E. Dismissal or Termination

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

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

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

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

## **16.3 Administrative Leave**

At the University's discretion a lieutenant may be placed on administrative leave with pay at regular rate. Notice of being placed on administrative leave will be written and will delineate the reasons therefore and expectations of the lieutenant during the period of administrative leave. However, where immediate written

notification is not practicable notice may be verbal, but will be followed by written notification. The lieutenant 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 lieutenant.

#### **16.4 Pre-Disciplinary Conference**

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

#### **16.5 Suspension Options and Implementation Procedures**

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

- A. Actually have the lieutenant serve the designated number of days suspended without pay.
- B. Have the lieutenant 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 lieutenant and the Union.
- C. Any other form of corrective action suspension deemed reasonable by the Chief of Police.

Any corrective action suspension shall be for a specific number of consecutive days on which the lieutenant 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.

### **16.6 Grieving Discipline**

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

### **16.7 Corrective Action Records**

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

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

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

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



**16.8 Personnel Files**

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

If a lieutenant has reason to believe that there are inaccuracies in documents contained in the personnel file, the lieutenant may write a memorandum to the Chief of Police explaining the alleged inaccuracy. If the Chief of Police or designee concurs with the lieutenant's contentions, the Chief of Police or designee may either remove the document or attach the lieutenant'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 lieutenant's memorandum to the document.

**16.9 Ohio Public Records Law**

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

## **Article 17: Grievance Procedure**

### **17.1 Grievance Defined**

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

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

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

### **17.2 University Policy**

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

### 17.3 Content of Grievance

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

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

### 17.4 Grievance Steps

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

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

- A. First Step

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

**B. Second Step**

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

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

**C. Third Step**

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

**D. Arbitration**

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

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

1. Authority of the Arbitrator

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

2. Fees and Costs

Arbitration filing fees and FMCS administrative costs shall be paid equally by the parties. The fees and approved expenses of the arbitrator shall be paid equally by the parties.

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

3. Decision of the Arbitrator

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

### **17.5 Time Limits**

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

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.

### **17.6 Withdrawal and Waiver**

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

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

### **17.7 Sole and Exclusive Remedy**

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

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

### **17.8 Release Time**

#### **A. Release of the Grievant**

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

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

**B. Release of Other Employees**

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

**C. Consultation**

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

**D. Compensation During Release Time**

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

**E. Terms of Release Time**

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

## **Article 18: Hours of Work**

### **18.1 Workweek Defined**

The regularly scheduled workweek for permanent, full-time employees shall consist of forty (40) hours. Workdays and days off shall be consecutive, with workdays consisting of either ten (10) hour shifts or eight (8) hour shifts. The Employer reserves the right to change employees' schedules. However, prior to doing so, the Employer will give the bargaining unit no less than a thirty (30) day notice of such change and will also meet with the Union to explain its reasons for change.

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

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

Each employee will make arrangements for lunch. The employee may go off campus to eat. 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.

### **18.2 Compensation for Overtime**

When an employee is required by an authorized official to work beyond forty (40) hours in any calendar week the additional hours will be paid at the overtime rate of one and one half (1½) times the regular rate of pay. Hours worked are those in which an employee is in active pay status.



### **18.3 Compensatory Time**

Any employee entitled to pay for overtime work may elect to take compensatory time off at the rate of one and one half (1½) hours for each hour of overtime worked in lieu of cash payment. At no time shall the compensatory time off balance exceed two hundred eighty (280) hours.

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

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

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

Lieutenants may receive payout of compensatory time on two occasions, specifically on the first pay period of December and the first pay period of June. Such payout shall be limited to an amount not to exceed the difference between their compensatory time balance on the date of the request and their compensatory time balance on the same date one year prior.

Compensatory time accumulation shall carry over from year to year.

### **18.4 No Pyramiding**

In no case will payment be made for time not worked other than as specifically set forth in this Contract. Overtime pay will not be pyramided. Moreover, a lieutenant 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.

**18.5 Call-in/Court Time**

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

**18.6 Scheduled Overtime**

An employee who is assigned a scheduled overtime detail shall receive a minimum of three (3) hours' work.

## **Article 19: Overtime**

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

### **19.1 Standard Overtime Procedure**

All assignments known by OUPD management a minimum of two weeks (14 calendar days) in advance will be posted for a minimum of five (5) calendar days to allow employees to volunteer for the assignment. Such assignment will be made at least five (5) calendar days prior to the detail. Employees will be assigned as outlined in section 19.5.

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

### **19.2 Short Notice Overtime**

For overtime known by OUPD less than two (2) weeks (14 calendar days) in advance qualified employees will be notified that overtime exists to determine if there are volunteers. Employees will be assigned as outlined in section 19.5.

### **19.3 Assigning Overtime**

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

may volunteer for that overtime assignment, but only after it is offered to all other eligible employees. Lieutenants may not modify their schedule to work overtime unless there are no volunteers for the overtime opportunity.

Lieutenants may volunteer for overtime details while on approved vacation time, personal 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, holiday, personal leave, or sick leave will not be assigned overtime.

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

Lieutenants will not be involuntarily assigned to overtime unless other employees are not available in the required numbers.

Should the need arise to involuntarily assign Lieutenants to overtime, it shall be assigned in the following order, with all members of the Bargaining Unit being considered before advancing to the next step. Classification juniority shall break any ties.

First:           The Lieutenant with the least amount of accumulated overtime hours who is not on regularly scheduled days off, subject to departmental limitations on hours worked in a 24 hour period.

Second:         The Lieutenant with the least amount of accumulated overtime hours who is on regular days off that are not in conjunction with that Lieutenant's vacation, personal, or compensatory time.

The department, absent operational necessity, will not assign involuntary overtime on those days off that are contiguous with the Lieutenant's vacation, personal, or compensatory time.

If the future application of this article results in a disparate impact on overtime assignment, the Parties shall immediately schedule a Labor Management Meeting to discuss this article.

**19.4 Accumulated Overtime Hours to be Posted**

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

**19.5 Contiguous Hours Rule**

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

**19.6 Special Expertise Overtime**

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

**19.7 Lieutenant On-Call Compensation**

Recognizing the unique demands the position places, each pay period Lieutenants shall receive two (2) hours of compensatory time as compensation for receiving and responding to work-related communications from other OUPD officers during their off duty hours.

**19.8 Intercollegiate Athletics (ICA) Travel Details**

A. Providing a police escort for an ICA away game is not exclusive bargaining unit work and may be performed by Patrol Officers, Lieutenants or Captains. OUPD Management, in consultation with ICA,

will determine when and how many OUPD sworn personnel will be assigned to an away game.

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

C. Assignments

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

2. Voluntary List (By Classification Seniority)

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

3. Mandatory List (By Classification Juniority)

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

D. Compensation

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

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

lieutenant works at least eight (8) hours on an additional day, s/he will receive an additional lump sum travel payment for each such day in accordance with the bonus schedule described herein.

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

**E. Posting and Backfill**

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



**19.9 New Lieutenant Overtime Adjustment**

A new lieutenant will be charged with the highest single amount of overtime hours for purposes of overtime assignments. For newly-promoted lieutenants, this will occur on the date of promotion; for newly-hired lieutenants, this will occur upon completion of initial training.

**19.10 Overtime Posting Exceptions**

Employees may be assigned overtime during the time designated by the University as School Opening, Commencement, the Halloween event and two (2) additional weekends each calendar year. For purposes of this section “weekend” is defined as Friday and Saturday. Such overtime shall be assigned without regard to other sections of this Article, except for the assignment requirements of Section 19.1 and the provisions of Section 19.4.

**19.11 Notice of Overtime Cancellation**

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

**19.12 Emergency Overtime Pay**

During a declared emergency, or any circumstance designated by the Chief of Police under Article 20.2, all bargaining unit members will receive compensation according to Ohio University Policy No. 40.051.

## **Article 20: Shift Preference and Assignment**

### **20.1 Temporary Involuntary Shift Assignments**

The Chief of Police may assign employees involuntarily to other shifts and schedules for up to forty (40) workdays per year to accommodate training and/or personal, compensatory, vacation, or military leave, so long as such reassignment is not used for disciplinary reasons.

### **20.2 Shift Assignments in an Emergency**

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

### **20.3 Shift Trading**

Lieutenants 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.

**20.4 Position Postings**

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

## **Article 21: Leaves of Absence**

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

### **21.1 Unpaid Leaves**

#### **A. Personal**

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

#### **B. Medical**

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

#### **C. Disability**

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

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

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

D. Union Business

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

**21.2 Paid Leaves**

A. Military

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

B. Funeral

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

employee's legitimate use of funeral leave shall not be considered for purposes of enforcement of absenteeism standards and/or absenteeism work rules. In addition to the above, all employees may use up to two (2) days of sick leave for funeral leave.

C. Pregnancy

A pregnant employee shall be entitled to receive up to six (6) months of paid leave during her pregnancy. 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. The University will continue the insurance coverage under the insurance article herein for the period of such leave. Pregnancy Leave may be used in lieu of any regularly scheduled work missed due to medical restrictions imposed by the employee's physician as a result of her pregnancy. If the Department has work available that complies with her medical restrictions, the employee shall perform such work in lieu of regular duties, even if such work requires modifying her regular work schedule. Pregnancy Leave concludes with the birth of the child, at which time Parental Leave takes effect. Upon returning to work, the employee must present a certificate from her physician that she is able to return to work and the employee shall be returned to her former job classification.

D. Jury Duty

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

E. Parental

All bargaining unit members, including those in their new hire probationary period, shall be entitled to receive all of the benefits extended to all other Ohio University employees in accordance with the University's Parental Leave Program/Guidelines. If/when the University finalizes and establishes an official Parental Leave Policy, said policy shall apply to all lieutenants, including those who are in their new hire

probationary period.

F. Injury

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

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

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

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

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

1. Lieutenant issuing citation trips on the sidewalk.
2. Lieutenant falls while walking across a parking lot checking for parking violations.

3. Lieutenant getting in or out of the cruiser and is injured by a fall due to weather conditions.
4. Any incident of horseplay.

G. Family and Medical Leave

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

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



## **Article 22: Sick and Personal Leaves**

### **22.1 Earning Sick Leave**

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

### **22.2 Use of Sick Leave**

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

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

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

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

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

### **22.3 Requesting Sick Leave**

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

### **22.4 Proof of Need for Sick Leave**

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

### **22.5 Conversion of Sick Leave**

#### **A. Retirement**

Upon retirement with ten (10) or more years of service, the employee may elect to be compensated at his current rate of pay for fifty percent (50%) of accrued and unused sick leave not to exceed eighty (80) days.

B. Death

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

C. Layoff and Termination

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

D. Personal Leave

Lieutenants will be eligible for the benefits under Ohio University Policy #40.028. The policy, for purposes of this contract, is modified in regard to lieutenant requests for personal days. Personal day requests that are made to the lieutenant'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 lieutenant's immediate supervisor. Approval will be based on the operational needs of the department. A personal day equals eight (8) hours.

E. Longevity Payout

Lieutenants with ten (10) or more years of Departmental Seniority and a sick leave balance of at least two hundred (200) hours are eligible to receive a cash payout of up to forty (40) hours of sick leave during the first pay period of December each year. To receive the payout, a Lieutenant must submit a written request no later than November 15 of each year stating how many hours of sick leave, not to exceed forty (40), s/he would like to cash out. A Lieutenant must have the ten (10) years of Departmental Seniority and the minimum balance of two hundred (200) hours of sick leave as of the date s/he submits the written request. The hours requested will be paid at the Lieutenant's base rate of pay in effect on the date of the request. The payout will be subject to applicable taxes and deductions.

## **Article 23: Vacation Leave**

### **23.1 Earning Vacation Leave**

A. After 1 Year of Service

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

B. With 5 Years or More of Service

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

C. With 10 Years or More of Service

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

D. With 20 Years or More of Service

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

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

### 23.2 Accrual Rate of Vacation Leave

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

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

### 23.3 Requesting Vacation

The Chief of Police and/or his/her designee maintains discretion in approving all vacation requests and reserves the right to limit the number of members permitted to be on vacation at any one time. 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.

In order to receive preference based on classification seniority, vacation requests in blocks of time (seven [7] or more consecutive calendar days) shall be submitted in writing to the Chief of Police no more than twelve (12) months prior to the first date of requested leave. Vacation requests in blocks of time shall be reviewed and approved or denied no later than fourteen (14) days after submission of request.

Vacation requests may be requested less than, but no more than, twelve (12) months in advance; however, such requests will be reviewed on a first come basis. All vacation requests other than a block of time that are 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 submission.

**23.4 Payment for Vacation Leave**

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

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

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

**23.5 Separation from Service**

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

## Article 24: Holidays

### 24.1 Observed Holidays

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

1. New Year's Day (January 1)
2. Martin Luther King Day (Third Monday in January)
3. Presidents' Day (Third Monday in February)\*
4. Memorial Day (Last Monday in May)
5. Juneteenth (June 19)
6. Independence Day (July 4)
7. Labor Day (First Monday in September)
8. Columbus Day (Second Monday in October)\*
9. Veterans' Day (November 11)
10. Thanksgiving (Fourth Thursday in November)
11. Christmas (December 25)
12. Employee's Birthday (See below)

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

typically scheduled for December 24. The bargaining unit will observe holidays on the same day as the rest of the University.

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

## **24.2 Payment for Holidays**

### **A. Holiday Pay**

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

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



B. Working on a Holiday

All full-time employees who work on a day observed as a holiday will be paid at the rate of one and one-half (1-1/2) times their regular hourly rate for all hours worked in addition to eight (8) or ten (10) hours straight time pay (dependent upon whether the employee is regularly scheduled to work an 8 hour or 10 hour shift).

C. Separate Holiday Time Off

Up to three separate holidays per fiscal year (July 1 through June 30) employees will not be scheduled to work and will take the paid holiday. A preference sheet shall be circulated between April 1 and April 10 each year. Preferences for scheduling the holidays shall be based upon classification seniority. If there are staffing deficiencies management will post the shifts in accordance with the Hours of Work article herein.

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

**24.3 Winter Break Closure**

If the University implements a Winter Break Closure Policy between the Christmas Holiday and New Year's Day, the Bargaining Unit will receive the same benefit as described in that University Policy, except that if employees are required to work any or all of the Winter Break Closure day(s), the employee will have the opportunity to take that time off at a later date during the new calendar year.

## **Article 25: Uniforms and Equipment**

### **25.1 Initial Issue**

The Department shall maintain a Standard Equipment List (SEL) of all uniform and equipment items to be issued and maintained for each lieutenant. In addition to all items on the Department's current SEL for Lieutenants, upon promotion to the rank of Lieutenant, the Department shall provide, modify, or replace as needed all rank-related attachments and/or unique identifiers (e.g., badge number).

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

### **25.2 Bike Officers**

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

### **25.3 RAD Instructors**

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

### **25.4 Replacement of Uniforms and Equipment**

- A. The University shall repair or replace all issued uniforms and equipment items deemed no longer functional as a result of normal wear or damage that is not the result of employee negligence.

- B. The employee shall repair or replace all issued uniform and equipment items deemed no longer functional as a result of employee negligence.
- C. The University is not responsible for the repair or replacement of personally owned uniform or equipment items deemed no longer functional regardless of the reason.
- D. The University shall reimburse employees for reasonable cost of repair or replacement of watches, eyeglasses and cell phones damaged in the non-negligent performance of their duties provided, however, the employee is not able to replace items through a qualifying insurance program (i.e., vision care insurance program, etc.). Lieutenants whose watches, eyeglasses and cell phones are damaged in the non-negligent performance of their duties will request restitution from the court on behalf of the University to cover the replacement of the damaged eyeglasses. If restitution is made directly to the Lieutenant it will be paid over to the University.

### **25.5 Dry Cleaning**

Lieutenants will be permitted to have their uniforms dry cleaned at a vendor determined by the Chief. Each lieutenant will be allotted up to five hundred twenty-five dollars (\$525.00) per fiscal year in dry cleaning service.

## **Article 26: Parking**

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

## **Article 27: Training and Educational Benefits**

### **27.1 Training**

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

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

### **27.2 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.

**27.3 Education**

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

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

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

**27.4 Education Benefits for Full-time Bargaining Unit Employees**

A. Employees

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

1. Fees

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

2. General Information

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

3. Time Spent Away from Work

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

B. Spouses of Bargaining Unit Employees

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

C. Children of Bargaining Unit Employees

1. Eligibility

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

2. Requirements

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

3. Procedure

- a. Ohio University Employees' children (hereinafter referred to as applicants) should request an application as early as possible in the year (March) preceding anticipated fall enrollment. Applicants wishing to commence study in a semester other than the Fall Semester should contact University Human Resources as early as possible to ensure that they will be able to receive a scholarship.
- b. Each applicant must complete an application, obtained from University Human Resources, requesting a scholarship.
- c. The applicant and parent employed by Ohio University both sign and date the application and applicant returns the completed form to University Human Resources.
- d. After the parent's employment by the University, the applicant's scholastic eligibility, and admission to the University are all verified, the applicant receives a letter from University Human Resources confirming the awarding of the scholarship.
- e. If the application is not filed in a timely manner it will be necessary for the applicant to report to University Human Resources for the fee waiver.



**27.5 Education Benefits for Retired Bargaining Unit Members**

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

## **Article 28: Occupational Health**

### **28.1 Occupational and Health Program**

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

Accordingly, the University may:

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

## **28.2 Fitness for Duty**

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

## **28.3 Restricted Light Duty**

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

## **28.4 Exposure to Hazardous Material**

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

## **Article 29: 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.

During the term of this agreement, Parties may meet in a pre-scheduled Labor Management meeting for the sole purpose of discussing issues, exchanging viewpoints, and disseminating general information of interest to the Parties as it relates to the current insurance benefits available to the Bargaining Unit members, provided that an FOP bargaining unit representative on the Benefits Advisory Committee attends 50% or more of the scheduled BAC meetings.

## **Article 30: Wages**

### **30.1 Basic Pay Scale**

The lieutenants' pay will be calculated in the same manner, and using the same process, as outlined in the wage article of the police officers' collective bargaining agreement, except that lieutenants will be placed in one of three pay grades as follows:

Pay Grade 1	A lieutenant who is OPOTC certified and has at least a high school diploma, but no college.
Pay Grade 2	A lieutenant who is OPOTC certified and has either an Associates degree or has completed a recognized police command school that awards college credit (e.g., Southern Police Institute, Northwestern School of Police Staff and Command, Ohio State's Public Safety Leadership Academy, etc.), but no Bachelors degree.
Pay Grade 3	A lieutenant who is OPOTC certified and has at least a Bachelors degree.

All other aspects of the pay calculation (experience steps, lateral entry, etc.) will be completed as described in the officers' contract.

### **30.2 Rank Differential**

Lieutenants shall receive a rank differential of 20% above the corresponding pay rate calculated in accordance with section 30.1.

A Police Lieutenant meeting the qualifications and job criteria for the Police Staff Lieutenant may be appointed by the Chief to the senior rank of Police Staff Lieutenant. Lieutenants appointed to the senior rank of Police Staff Lieutenant shall receive a rank differential of 26% above the corresponding pay rate

calculated in accordance with section 30.1. Consistent with the management Rights specifically denoted in the Agreement, the distribution of job duties among the lieutenants, the requirements for the senior rank of Police Staff Lieutenant, and the appointment to the senior rank of Police Staff Lieutenant shall be at the discretion of the Chief of Police. Once a Lieutenant is appointed to the senior rank of Police Staff Lieutenant, they shall retain that rank for as long as they remain in the classification of Police Lieutenant, unless the employee voluntarily relinquishes the duties that utilize their advanced skills and experience, or they are removed from those duties for just cause related to deficits in performance of said duties.

Should the police officers, as outlined in the Collective Bargaining Agreement by and between Ohio University and the Fraternal Order of Police, Ohio Labor Council on behalf of Ohio University Police Officers, negotiate a pay scale that no longer corresponds with the Lieutenants' pay scale, thus no longer providing a comparable basis for rank differential, the parties shall immediately schedule a Labor management meeting to discuss this Article.

### **30.3 Working out of Rank and OIC Pay**

- A. If a Lieutenant is assigned to perform the duties of a higher paying classification for a period greater than seven (7) consecutive calendar days, s/he shall receive an increased rate of pay for all time worked in the higher classification, as detailed below:
  - 1. If the Lieutenant is assigned and performs the duties of a higher paying classification for a period greater than seven (7) consecutive calendar days, but less than one hundred twenty (120) calendar days, the Lieutenant shall receive an increase in rate of pay of 15% above their current effective rate of pay.
  - 2. If the Lieutenant is assigned and performs the duties of a higher paying classification for a period greater than one hundred twenty (120) consecutive calendar days, the Lieutenant shall receive a rate of pay equal to the current effective rate of pay for the higher classification. While serving in the higher classification, a Lieutenant will be considered exempt from overtime compensation regardless of hours worked. Additionally, a Lieutenant serving in the higher classification will not be assigned to fill Lieutenant

overtime but will retain all other rights and benefits herein except as specified in this section.

- B. If a Lieutenant is assigned to perform the duties of a lower paying classification, he/she shall not suffer reduction in pay.
- C. Employees will not be assigned to the higher classification for more than 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.

### **30.4 Shift Differential**

Any hours worked on a patrol shift assignment between the hours of 5 p.m. and 7 a.m. daily shall receive a shift differential of \$0.45 per hour. To receive shift differential for an hour, a lieutenant must work at least thirty (30) minutes of the hour.

### **30.5 Detective Pay**

Lieutenants assigned as the investigations supervisor shall receive a lump sum check of \$500 in the first pay period of June and December annually. Any Lieutenant who has served as the investigations supervisor for at least ninety (90) days during the six months prior to the June or December payment shall qualify for the lump sum payment.

## **Article 31: Retirement**

### **31.1 Badge**

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

### **31.2 Department Identification**

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

### **31.3 University Seminars**

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

### **31.4 Individual Counseling**

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



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

### **31.5 Purchase of Service Weapon**

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

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

Upon satisfaction that the employee lieutenant 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 32: Copies of Contract**

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

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

## **Article 33: Severability**

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

## **Article 34: Scope of Bargaining**

### **34.1 Complete Agreement**

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

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

### **34.2 Midterm Changes**

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

## **Article 35: Duration**

This Contract shall continue in full force and effect for a period of three (3) years beginning July 1, 2022 to midnight June 30, 2025.

Should either party desire to modify or terminate this Contract, such party shall give notice pursuant to the State Employment Relations Board (OAC 4117-9-02) of its desire to modify or terminate at least ninety (90) calendar days prior to the termination date. If neither party gives notice of its intent to modify or terminate this Contract as provided herein, this Contract shall continue in full force and effect from year to year after June 30, 2025 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 3<sup>rd</sup> day of June, 2022 with the Contract effective July 1, 2022 to Midnight, June 30, 2025.

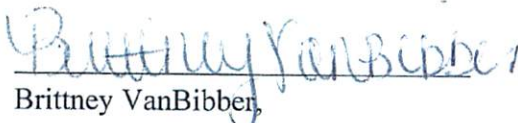
**For the Fraternal Order of Police,  
Ohio Labor Council, Inc.:**



Keith Washburn,  
Senior Staff Representative

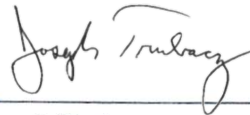


Timothy Ryan,  
Negotiation Committee Member



Brittney VanBibber,  
Negotiation Committee Member

**For Ohio University:**



Joseph Trubacz,  
Interim Vice President for Finance  
and Administration



Colleen Bendl,  
Chief Human Resource Officer



Michael J. Courtney,  
Senior Associate General Counsel  
and Director of Employee and Labor  
Relations



Andrew D. Powers,  
Chief of Police