

The Collective Bargaining Agreement
between
The University of Cincinnati



and
The Fraternal Order of Police,
Ohio Labor Council, Inc



OHIO LABOR COUNCIL

Sergeants and Lieutenants
July 1, 2021 – June 30, 2024

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ARTICLE 1
PREAMBLE

Section 1.1. The Agreement, entered into by the University of Cincinnati, hereinafter referred to as the "Employer," and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as the "FOP," has as its purpose the following:

To comply with the requirements of Chapter 4117 of the Ohio Revised Code; and to set forth in its entirety, the full and complete understandings and agreements between the parties governing the wages, hours, terms, and other conditions of employment for those employees included in the bargaining unit as defined herein.

Section 1.2. The mission of the Department of Public Safety is to promote a safe, secure and accommodating environment that furthers the University of Cincinnati's goals of education, research and public service.

ARTICLE 2
RECOGNITION

Section 2.1. The Employer recognizes the FOP as the sole and exclusive representative for all full-time employees in the bargaining unit as set forth in the certification issued by the Ohio State Employment Relations Board in case number 2015-REP-05-0050 July 9, 2015, including:

All full-time Police Officers of the University of Cincinnati, classified as University Law Enforcement Officer Sergeants and Lieutenants:

but excluding:

All other employees.

Section 2.2. The Employer will not recognize any other organization as the representative for any employee within the bargaining unit referenced above.

Section 2.3. In the event of a change of duties of a position within the bargaining unit, or in the event that a new position is created within the department, the Employer shall determine whether the new or changed position will be included in or excluded from the bargaining unit and shall so advise the FOP in writing within thirty (30) calendar days. If the FOP disputes the Employer's determination of bargaining unit status, the parties shall meet as soon as possible to attempt to resolve their disagreement. If the parties agree on the determination, it shall be implemented as agreed by the Employer and the

FOP; except that if the change would represent a change to the bargaining unit or either party believes it is not clear whether the change would represent a change to the unit, the parties will submit a joint petition to SERB to clarify or amend the bargaining unit.

If the parties do not agree, the position shall be subject to the challenge by the FOP to the State Employment Relations Board pursuant to Chapter 4117 of the Ohio Revised Code and the SERB Rules and Regulations.

ARTICLE 3 **UNION SECURITY AND DUES DEDUCTION**

Section 3.1. The Union shall fairly represent all employees covered under this Agreement. Therefore, as a condition of employment, employees who are covered under this Agreement shall immediately be afforded the opportunity to execute a union membership and payroll dues deduction form and have dues deducted from their payroll checks.

Section 3.2. On a biweekly basis, the University shall deduct the dues established by the Union from the payroll check of each union member who has authorized such a deduction. These deductions shall be transmitted to the Union no later than the tenth (10th) day of the following month, together with an alphabetized list of all employees and the amount deducted from each. A dues deduction authorization is irrevocable for a period of one (1) year from August 1 preceding the date of its delivery to the University, or until the employee moves into a classification not represented by the Union or employment is terminated (whichever occurs sooner). This authorization shall be automatically renewed each August 1 thereafter and shall be irrevocable for said periods of one (1) year unless written notice revoking such authorization is given to the University within the first twenty (20) days of July. Should the Employer receive notice from a bargaining unit member wishing to cease dues deduction and withdraw from FOP/OLCI membership, the Employer shall notify FOP/OLCI within two (2) full pay periods after the request.

Section 3.3. The University shall provide a copy of this Agreement and a membership and dues deduction authorization form to bargaining unit employees at the University orientation program. The Union will be notified and provided with a schedule of the orientation program that new bargaining unit members will be attending. If the Union wishes to meet with these employees, it will be given the opportunity to do so on the day of the orientation program.

Section 3.4. By the tenth (10th) day of each month, the University shall provide the

Union with an alphabetical listing of all bargaining unit employees hired in the previous month, including their date of hire, classification, status, work location, rate of pay, home address and phone numbers. In addition, the list shall include any promotions, demotions and transfers (with the employees' previous and new classifications and work locations), terminations and resignations, departures from the bargaining unit and leaves of absence. The University will work with the Union in an effort to provide the monthly information on computer disk, instead of paper copy, depending on computer compatibility.

ARTICLE 4 **FOP REPRESENTATION**

Section 4.1. Representative(s) of the FOP shall be admitted to the Employer's facilities for the purpose of processing grievances or attending meetings as permitted herein. Upon arrival, the FOP representative shall identify himself/herself to the Employer or the Employer's designee.

Section 4.2. The Employer shall recognize two (2) employees, one Sergeant and one Lieutenant, designated by the FOP, to act as FOP associates for the purposes of administering the collective bargaining agreement. The associates, or in their absence or inability to perform their function, designated alternates, shall be recognized as representatives, as provided herein. The bargaining committee shall consist of two (2) employees, at least one Sergeant and one Lieutenant.

Section 4.3. The FOP shall provide to the Employer an official roster of its officers and associates which is to be kept current at all times and shall include the following:

- A. Name
- B. FOP office held

No employee shall be recognized by the Employer as a FOP associate until the FOP has presented the Employer with written certification of that person's selection.

Section 4.4. Associates may spend no more than twenty (20) working hours per work week administering the agreement. Such release time is non-cumulative. Such activity shall not interfere with the performance of the associate's assigned duties.

After obtaining permission to engage in representational activities as provided for in this Section, each associate or alternate will notify the appropriate supervisor of his/her absence from his/her work assignment. Upon entering any work area other than his/her own work area, and prior to engaging in any representational

activities provided for in this Section, the associate or alternate shall request permission from the appropriate supervisor of such work area, and shall identify the nature of the representational activity he/she is to perform.

Section 4.5. The FOP agrees that no representative or associate of the FOP, either employee or non-employee of the Employer, shall interfere, interrupt, or disrupt the normal work duties of employees. Further, the FOP agrees not to conduct meetings (bargaining unit, lodge, or committee meetings) involving on-duty employees except to the extent specifically authorized by the Employer. Bargaining unit members shall not conduct FOP business (defined as fund raising activities, solicitation for memberships, or distribution of literature) on behalf of the FOP or any FOP Lodge, during the work time of any involved employee. Unauthorized activities shall cease upon the demand of a supervisor, and any failure to cease unauthorized activities may subject the offending employee(s) to disciplinary action.

Section 4.6. FOP Bargaining Committee. The wage demands have been submitted in good faith. All members of the Fraternal Order of Police Wage Committee shall be free from coercion, intimidation, discrimination, transfer (in retaliation for engaging in collective activities), threats or other detrimental actions.

Section 4.7. The FOP shall be permitted to utilize the intradepartmental mail system in order to communicate confidentially with bargaining unit members and to use the e-mail system. The FOP shall also be able to place correspondence in the employee's mail bins.

Section 4.8. The FOP shall be permitted, upon prior notification to the Employer, to place ballot boxes in each division or facility for the purpose of collecting employees' ballots on FOP issues subject to ballot. Ballot boxes and their contents are the property of the FOP and shall not be subject to review by the Employer or non-bargaining unit staff.

Section 4.9. The FOP shall be permitted to address all new bargaining unit members during regularly scheduled classroom training/orientation before such members complete their training period. The presentation shall be scheduled by the Employer and shall not exceed thirty (30) minutes in duration.

Section 4.10. During each calendar year, the two (2) FOP associates shall each be granted two (2) days in paid status and reasonable time off duty without pay to attend the state or national conferences of the FOP provided that the FOP submits written notification to the Chief of Police (or designee) at least fourteen (14) calendar days prior to the date of the function. To the extent any such time off without pay is during the associate's scheduled working hours, time off may be charged to vacation or compensatory time, at the option of the associate. In

addition, with the approval of the Chief of Police (or designee), associates may have the option of changing their regularly scheduled days off to avoid the use of vacation or compensatory time off for attendance at the FOP conferences. The request must be submitted by the delegate in writing not less than fourteen (14) calendar days prior to the days for which the leave is requested.

Written request for release time for activities specified in this Article shall be provided to the appropriate supervisor as far in advance as possible. Such release time shall not unreasonably interfere with the efficient operation of the released employee's work area. Such release time shall not be unreasonably denied.

The Chairman of the FOP Bargaining Committee shall maintain a record of all release time provided for in this Section, and shall ordinarily provide a bi-monthly report to the Chief during the first seven (7) calendar days of each even-numbered month. This report shall contain the date, number of hours of release time, name of FOP member released, and the nature of the representational activity for each release time occurrence within the previous calendar month.

ARTICLE 5 **MANAGEMENT RIGHTS**

Except as specifically limited by the provisions of this Agreement and University Rules and Policies, the management of the University and the direction of the working force, including the right to hire, promote, transfer, demote, layoff, discharge or discipline for just cause in accordance with the provisions of the Contract is the responsibility of the University. In addition, the work to be performed, the location of the work, the methods or processes, the organization of departments, and the amount of supervision are the responsibility of the University. It is further understood that nothing in this Agreement shall be construed as delegating to others the authority conferred by law on any University official, or in any way abridging or reducing such authority. The above statement of management rights is understood to be descriptive and explanatory and is not restrictive subject to the rights listed in ORC 4117.08(C) – 4117.08(C) (9) or the provisions of this Article.

ARTICLE 6 **NON-DISCRIMINATION**

Section 6.1. The Employer and the FOP agree not to discriminate against any bargaining unit employee with respect to compensation, terms or conditions of employment because of such individual's race, color, religion, sex, sexual orientation, age, national origin, disability, ancestry of any person, or FOP membership or non-membership. Management's use of bona fide occupational

qualifications in accordance with job characteristics shall not be construed as discrimination, therefore not subject to the Grievance Procedure Article.

ARTICLE 7
LABOR/MANAGEMENT MEETINGS

Section 7.1. In the interest of sound labor/management relations, the Employer and/or designee(s) shall meet as necessary, but no more than once per month without agreement, with not more than three (3) employee representatives of the FOP to discuss pending problems and to promote a more harmonious labor/management relationship when requested.

Section 7.2. An agenda will be exchanged by the parties at least seven (7) working days in advance of the scheduled meeting with a list of matters to be taken up in the meeting and the names of those FOP representatives who will be attending. The purpose of such meeting shall be to:

- A. Discuss the administration of this Agreement.
- B. Notify the F O P of changes made by the Employer which affect bargaining unit members of the FOP.
- C. Disseminate general information of interest to the parties.
- D. Discuss ways to increase productivity and improve effectiveness.
- E. To consider and discuss health and safety matters relating to employees.

Section 7.3. This Article is not intended to be a vehicle to modify or change any provisions of this Agreement.

ARTICLE 8
GRIEVANCE
PROCEDURE

Section 8.1. The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a violation of one or more terms of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement. It is not intended that the grievance procedure be used to effect changes in those matters which are controlled by the provisions of Federal and/or State laws and/or by the United States or Ohio State constitution.

The parties agree that disputes should be resolved as soon as possible, therefore, employees and the FOP shall attempt to resolve disputes before resorting to initiating a grievance pursuant this article.

Section 8.2. All grievances must be presented at the proper step and time in progression in order to be considered at the next step. Grievances involving lost pay discipline (suspension, demotion or discharge) shall be initiated at Step 3.

The grievant or the FOP may withdraw a grievance at any point by submitting, in writing, a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal.

Any grievance not answered by the Employer's representatives within the stipulated time limits may be advanced by the grievant to the next step in the grievance procedure. Time limits set forth herein may only be extended by mutual agreement.

A grievance may be brought by any member of the bargaining unit. Where a group of bargaining unit employees desire to file a grievance involving a situation affecting more than one (1) member of the bargaining unit in a similar manner, one (1) member selected by such group will process the grievance, and shall so indicate that the grievance is a group grievance. Where a group grievance requests a monetary remedy, the grievance shall include the names and affected employees and the estimated amount sought as a remedy.

Wherever used in this procedure, the word "day" shall mean calendar day. Whenever a time limit ends on a Saturday, Sunday, or a holiday, the end of the time limit shall run until the end of the next day which is not a Saturday, Sunday or holiday.

Section 8.3. A grievance must be submitted to the grievance procedure within fourteen (14) calendar days after an employee knows or should have known the facts giving rise to the grievance, otherwise it will be considered not to have existed. A group grievance must be submitted to the grievance procedure within twenty-one (21) calendar days after an employee knows or should have known the facts giving rise to the grievance, otherwise it will be considered not to have existed.

Section 8.4. All grievances must be submitted in writing and should contain the following information to be considered:

- A. Grievant's name and signature;
- B. Date, time and location of grievance;

- C. Description of incident giving rise to the grievance;
- D. Date grievance was first discussed;
- E. Name of supervisor with whom grievance was first discussed;
- F. Date grievance was filed in writing;
- G. Article(s) and Section(s) of the Agreement alleged to have been violated;
and
- H. Desired remedy to resolve grievance.

Section 8.5. The following steps shall be followed in the formal process of a grievance:

Step 1: A grievance may be submitted by the grievant to the Chief or designee, whichever is applicable, within the time limits set forth in Section 8.3 above. It shall be the responsibility of the Chief or designee to investigate the matter and to provide a written answer to the grievant within ten (10) calendar days following the day on which the matter was submitted. If the Step 1 answer is not provided within 10 days, the grievant will have seven (7) days after that 10 days to proceed to Step 2.

Step 2: A grievance unresolved at Step 1 may be submitted by the grievant to the Director or his/her designee within seven (7) calendar days of the presentation of the Step 1 answer. It shall be the responsibility of the Director or designee to investigate the matter and to provide a written answer to the grievant within ten (10) calendar days following the day on which the matter was submitted to the Director. If the Step 2 answer is not provided within 10 days, the grievant will have seven (7) days after that 10 days to proceed to Step 3.

Step 3: A grievance unresolved at Step 2 may be submitted by the grievant to the Director of Labor Relations or designee within seven (7) calendar days of the presentation of the Step 2 answer. The Director of Labor Relations or designee shall meet with the grievant, and representative of the FOP if the grievant desires, within seven (7) calendar days of submission of the grievance to Step 3, to discuss the grievance. The Director of Labor Relations or designee shall provide a written answer to the grievant within ten (10) calendar days of such meeting. If the Step 3 meeting does not occur within seven (7) days, or an answer is not provided within 10 days of that meeting, the grievant will have twenty-four (24) calendar days after that 10-day window to conduct a meeting, to proceed to Step 4.

Step 4 - Arbitration: A grievance unresolved at Step 3 may be submitted to arbitration upon request of the FOP.

The FOP, based upon the facts presented, has the right to decide whether to arbitrate a grievance. Within twenty-four (24) calendar days from the date of the final answer, or if an answer is not provided, within twenty-four (24) calendar days after the Employer's ten (day) window to give an answer on a grievance from Step 3, the FOP shall notify the Director of Labor Relations of its intent to seek arbitration over an unresolved grievance. The FOP may withdraw its request to arbitrate at any time prior to the actual hearing. Any cancellation fee due the arbitrator shall be paid by the party or parties canceling the arbitration unless otherwise agreed to. Any grievance not submitted within twenty-four (24) calendar day period described above shall be deemed settled on the basis of the last answer given by the Employer or representative(s).

- A. The arbitrator shall be selected in the following manner: The Federal Mediation and Conciliation Service (FMCS) shall be jointly requested to submit a panel list of nine (9) arbitrators from Ohio. The parties shall alternately strike the names of the arbitrators until only one (1) name remains. Either party may once reject the list and request from FMCS another list of nine (9) names until a mutually agreeable arbitrator is selected. The parties may at any time mutually agree to an alternate arbitration service or method of selection of an arbitrator.
- B. If either party challenges the arbitrability of a grievance, it shall notify the other party of its challenge and intent to raise the issue at the arbitration hearing. At the hearing, the first question to be placed before the arbitrator is whether or not the issue is arbitrable and within his/her jurisdiction to decide. If the arbitrator determines the grievance is arbitrable, the grievance will be heard on its merits before the same arbitrator. The arbitrator shall limit his/her decision strictly to the interpretation, application, or enforcement of specific Articles of this Agreement. He/she may not modify or amend the Agreement. Five (5) days before the beginning of an arbitration hearing the parties shall exchange witness lists and copies of all documents which they intend to use at the hearing.
- C. The decision of the arbitrator shall be final and binding on the grievant, the FOP and the Employer. The arbitrator shall be requested to issue his/her decision with thirty (30) calendar days after the conclusion of testimony and arguments and submission of final briefs.
- D. The fees and any other costs for the services of the arbitrator, the cost of any proofs produced at the direction of the arbitrator, the fee of the arbitrator, and the cost of the hearing room, if any, shall be borne equally

by the Employer and the FOP. The fees and costs, if any, of any non-employee witnesses shall be borne by the party calling them. The fees of the court reporter shall be paid by the party asking for one or split equally by the parties if both parties desire a court reporter or request a copy of any transcripts. Any bargaining unit member whose attendance is required for such hearing shall not lose pay or benefits to the extent such hearing hours are during his/her normally scheduled working hours on the day of the hearing.

Section 8.6. When an employee covered by this Agreement chooses to represent himself/herself in the presentation of a grievance, no adjustment of the grievance will be inconsistent with the terms of this Agreement. Prior to the adjustment of any such grievance, the appropriate FOP representative will be notified of his/her right to be present at the adjustment.

Section 8.7. The FOP shall use a grievance form which shall provide the information outlined in Section 8.4. The FOP shall have the responsibility for the duplication, distribution, and their own accounting of the grievance forms.

Article 9 **Discipline**

Section 9.1. The following language on Discipline is the sole source of rights and obligations of the parties to this contract in these matters.

Section 9.2.

- A. An employee may receive discipline for just cause.
- B. The University may take disciplinary action against any employee for actions occurring while the employee is on duty, or off duty actions that negatively impact the employee's ability to function in the community, or working under the colors of the University, or where the employee's conduct violates his/her oath of office.
- C. Employees shall have the right to Union representation at all hearings to determine discipline and conferences that may result in corrective action or may choose to present their own case. The union representative shall not interfere with the investigation and shall be entitled to speak at the end of the interview. An employee shall be provided a reasonable opportunity to caucus with his/her Union representative.
- D. Discipline shall be taken according to the seriousness of the offense and the basic purpose of such action is corrective and not punitive.

The University shall administer progressive discipline that provides the employee the opportunity to understand a problem and the steps necessary to improve identifiable deficiencies.

- E. Discipline may be in the form of, but not necessarily start at, written counseling, written reprimands, suspensions up to thirty (30) calendar days, demotion and/or discharge. Actual suspension time will be specified by hours per discipline.
- F. Employees subject to all written discipline including written reprimands (up to and including dismissal) shall receive notification of the actions in writing. Written verbal warnings may be issued however are not considered discipline for the purpose of this Article.
- G. Employees who are subject to discipline (except for failure to qualify at the end of their initial probationary period) that immediately results in a suspension, demotion or dismissal shall have a hearing by a hearing officer prior to the imposition of said action. All charges against the employee shall be in writing (charge letter) and specifically state in detail the alleged infraction and the anticipated discipline. If facts arise during investigation that cause the anticipated discipline to be revised, nothing shall prohibit such revision. The employee against whom charges are issued, or the University, shall have the right to one continuance of the scheduled hearing. Such continuance must be requested at least one (1) working day in advance of the scheduled hearing. Such continuance shall not exceed fourteen (14) calendar days unless another time is mutually agreed to.

The employee must choose to: (1) appear at the disciplinary conference and present an oral or written statement in his/her defense; (2) appear at the disciplinary conference and have one (1) chosen representative present an oral or written statement in his/her defense; or (3) elect in writing to waive his/her opportunity to have a disciplinary conference. Failure of the employee to elect and pursue one (1) of these three (3) options will be deemed a waiver of the employee's right to the disciplinary conference.

At the disciplinary conference, the employee may present any testimony, witness, or documents which explain whether or not the alleged misconduct occurred.

Discipline involving suspension, demotion, or dismissal shall be imposed by the hearing officer only after issuing the findings and

decision. The hearing officer may impose warning letters in place of suspensions. Such warning letters will carry the same weight as the suspension they replace and will be so evaluated in determining its appropriateness and in the assessment of any subsequent action. The Hearing Officer shall issue a written report within fifteen (15) calendar days of the conclusion of the hearing.

Should an employee decide to file a grievance over action taken as the result of a hearing, such grievance shall be initiated at Step Three (3) of the grievance procedure.

- H. An employee charged with or under indictment for a felony, or any crime which results in a weapons disability, may be placed on a paid leave of absence until resolution of the court proceedings. Upon a resolution of the proceedings, the employee may be subject to discipline by the University under Section C of this Article.
- I. The University reserves the right to terminate employment for the following reasons:
 - 1. Discharge for just cause as set forth in this Article, Section 2, A.
 - 2. Failure to return from a leave of absence within seven (7) calendar days of the issuance of a certified letter from the University or other mutually agreed to time frame.
 - 3. Failure to return from a layoff within fourteen (14) calendar days of the issuance of a certified letter from the University.
- J. After twenty-four (24) months from date of issue, loss of pay discipline shall not be considered in any subsequent determination of discipline unless there has been discipline in the intervening period, and the force and effect period for counseling and reprimands shall be twelve (12) months. Written Coachings and Guardian Tracking entries will only affect one annual evaluation. Coachings and Guardian Tracking entries may be considered in promotions and Specialty Assignments.
- K. In all cases of dismissal, the employee is entitled to payment of all wages due in addition to any other accrued yet unused time on the books with the exception of sick time.
- L. Employees who have been notified of an upcoming administrative hearing may meet with their union representative or Staff Representative, whichever is available, during working hours with no

loss of pay or benefits to prepare for the hearing; such meetings shall be for a reasonable period of time.

- M. Employees have the right to appeal discipline through the grievance procedure, however, counselings and reprimands are not subject to the arbitration process.

Section 9.3. Whenever the Employer or designee(s) interviews, questions, or interrogates bargaining unit members in reference to alleged or suspected misconduct, either in preliminary investigations or in disciplinary hearings, the following conditions shall apply:

- A. Employees being questioned as witnesses shall be so informed.
- B. When an employee who is suspected of misconduct is interviewed, questioned, or interrogated regarding such misconduct, he/she shall be apprised of the nature of the suspected misconduct as it is known at that time and his/her right to have the opportunity to have a FOP representative present to advise him/her during the questioning.
- C. Prior to questioning, employees (including witnesses) shall be informed that failure to respond or failure to respond truthfully may result in disciplinary action for insubordination or dishonesty. Employees shall also be informed of their Garrity and Piper warnings at this time if the employer decides to use those warnings.
- D. Preliminary investigations and disciplinary hearings shall be held either during an employee's scheduled working hours or at a time in reasonable proximity to his/her shift.
- E. Questioning sessions shall be for reasonable periods and shall allow for personal necessities and rest period.
- F. No employee shall be subjected to abusive language during questioning. No promise of reward shall be made as an inducement to answer questions.
- G. The Police Chief may require an employee to take a polygraph examination, voice stress analysis, or similar technology. The employee shall be entitled to union representation pursuant to Section 2.C. of this Article.
- H. Any employee required by the Employer to attend an investigatory interview or disciplinary hearing outside of his/her scheduled working

hours shall be paid for all such time.

- I. Review of body worn digital recordings are authorized by the Chief of Police for the following reasons:
 - To ensure the BWC system is working.
 - To assist with the writing of a report, supplement, or memorandum.
 - For evidentiary review and case preparation.
 - Supervisory review of employee conduct and performance.

- J. Explicit authorization by the Chief of Police is required for officer review for the following reasons:
 - Investigation of a complaint of policy or procedural violation.
 - Administration inquiry.
 - Criminal or Civil Investigation.
 - Use of force review.
 - Division and/or personnel development.

No discipline will be issued because an officer viewed body camera footage as a routine matter for reasons listed above in Section 9.3.I.

Section 9.4. Anonymous complaints with no corroborative evidence shall not be cause for disciplinary action. When an anonymous complaint is made against a bargaining unit member, and there is no corroborative evidence of any kind, the complaint shall be classified as unfounded.

Section 9.5. Disciplinary action must be instituted within thirty (30) days of when the employer became aware of the employee's alleged misconduct. The thirty (30) day period may be extended if the employer has a legitimate business reason. The employee shall be made aware, in writing, of any extensions to the (30) thirty-day period.

Section 9.6. Employees shall be given a written disposition of any internal investigation or non-disciplinary complaint filed by an officer within thirty (30) days of the filing.

ARTICLE 10

PERSONNEL FILES

Section 10.1. Each employee may request to inspect his/her official personnel file maintained by the Employer. Inspection of the individual's personnel file shall be

by scheduled appointment requested in writing or by phone call to the Employer or designee. Appointments shall be during the regular scheduled work hours of the administrative staff of the Employer. An employee shall be entitled to have a representative of his/her choice accompany him/her during such review. Any employee may copy documents in his/her official personnel file. Any representative of the FOP as designated in Article 4 of this Agreement may inspect the personnel file of any bargaining unit employee provided that the employee is present at the time of inspection, or upon written authorization including the signature of the employee.

Section 10.2. If an unfavorable statement or notation is in the official personnel file, the employee shall be given the right to place a statement of rebuttal or explanation in the file. No unsubstantiated anonymous material of any type shall be included in the employee's official personnel file.

Section 10.3. To the extent permitted by law, the Employer shall not disclose any information contained within the personnel files.

Section 10.4. An employee shall be notified if a public records request is made for his/her personnel file.

ARTICLE 11

PROBATIONARY PERIODS

Section 11.1. Any employee promoted into the Sergeant's classification shall be required to successfully complete a probationary period of one (1) calendar year. Those promoted from Sergeant, within the bargaining unit, to Lieutenant shall be required to successfully complete a probationary period of six (6) months. An employee serving a promotional probationary period whose performance is judged unsatisfactory shall be returned to his/her former classification.

Section 11.2. Every newly hired Sergeant and/or Lieutenant not promoted from within the department shall be required to successfully complete a probationary period. The probationary period shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of one (1) calendar year. An employee not promoted from within the department serving an initial probationary period may be terminated at any time and shall have no right to appeal the termination. The parties agree Sergeants and/or Lieutenants will be promoted from within unless there are no internal applicants for the position.

ARTICLE 12

SENIORITY

Section 12.1. "Seniority" shall accrue to all employees in accordance with the provision of this Article. Seniority, as defined in Section 12.2 of this Article, will apply wherever employee seniority rights are established in the terms and conditions of this Agreement.

Section 12.2. "Seniority" for in-bargaining-unit purposes shall be computed on the basis of uninterrupted length of continuous service in each of the bargaining unit classifications (Sergeant and/or Lieutenant). Ties will be broken by uninterrupted time served as an employee of the public safety department. "Seniority" for layoff and recall shall be computed on the basis of uninterrupted length of continuous service as a sworn law enforcement officer for the public safety department. If a tie still exists, it will be broken by uninterrupted time served as an employee of the University. If a tie still exists, it will be broken by employee test scores and if necessary by the date of application to the public safety department. If a tie still exists after the criteria in Article 12, Section 12.2 has been exhausted it shall be broken by the last four numbers of the member's SSN, lowest of which has seniority.

- A. The following situations shall not constitute a break in continuous service:
1. Absence while on approved leave of absence;
 2. Absence while on approved sick leave, disability leave (including a PERS disability leave) or injury leave;
 3. Military leave; and
 4. A layoff of three (3) year's duration or less if they are working in a capacity that keeps their OPOTA certification current if not the period shall be one (1) year.
 5. Return to former rank during initial contractual probationary period.
- B. The following situations constitute breaks in continuous service for which seniority is lost:
1. Discharge or removal for just cause (if reinstated seniority is unbroken);
 2. Retirement;

3. Layoff for more than three (3) years if they are working in a capacity that keeps their OPOTA certification current if not the period shall be one (1) year;
4. Failure to return to work after fourteen (14) calendar days of a recall from layoff unless a different date is mutually agreed upon;
5. Failure to return to work at the expiration of leave of absence; and
6. A resignation.

Section 12.3. The Employer shall post a seniority list, once every six (6) months, on the department bulletin board showing the continuous service of each employee. One (1) copy of the seniority list shall be furnished to the FOP upon request.

Section 12.4. Employees laid off shall retain their seniority for a period of three (3) years from the date of layoff if they are working in a capacity that keeps their OPOTA certification current if not the period shall be one (1) year.

Article 13 **LAYOFF AND RECALL**

Section 13.1. When the Employer determines that a long-term layoff is necessary, it shall notify the affected employees and the FOP thirty (30) calendar days in advance of the effective date of the layoff. The Employer, upon request from the FOP, agrees to discuss, with representatives of the FOP, the impact of the layoff on bargaining unit employees. Any layoff in the bargaining unit shall be instituted in accordance with seniority, as defined in Article 12 of this Agreement. Layoffs shall be in order of inverse seniority.

Employees shall be laid off in accordance with Article 12 of this Agreement.

No employee outside the bargaining unit shall be permitted to displace any bargaining unit member. The University agrees that the ratio of Lieutenant/Sergeant to Police/Security Officer will not go below 15:1.

Section 13.2. Employees who are laid off shall be placed on a recall list for a period of three (3) years if they are working in a capacity that keeps their OPOTA certification current, if not the layoff period shall be one year. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the work section to which they are recalled. Any recalled employee requiring additional training to meet the position qualifications in existence at the time of recall must satisfactorily complete the additional training requirements within twelve (12) months of the recall.

Any refresher training required in this Section shall be at the Employer's expense.

Section 13.3. Notice of recall shall be sent to the employee and the FOP by last known personal email address; and a contact attempt to the last known cellular phone number. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by, to the last emailing address provided by the employee; or attempting a phone call to the last known phone number. Documented contact by any of these attempts shall constitute notice. The FOP shall also contact this employee within the five calendar days below to inform them of the recall.

Section 13.4. The recalled employee shall have five (5) calendar days following the date of delivery of the recall notice to notify the Employer of his/her intention to return to work and shall have fourteen (14) calendar days following the delivery of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice.

Section 13.5. In the event of a layoff, laid off employees will be designated an Auxiliary Officer position with the Police Division which would include holding all certifications and all provisions given to Auxiliary Officers per Article 41 of this Agreement.

ARTICLE 14

SUPERVISORY VACANCIES

Section 14.1. Whenever the Employer determines that a permanent vacancy exists, notices of such vacancy shall be posted on the bulletin boards where employee notices are usually posted for ten (10) calendar days. All such notices shall contain a description of the position to be filled, including job duties, working hours, special qualifications required, name and rank of immediate supervisor, and location of reporting and working. During the posting period, any eligible person wishing to apply for the vacant position shall do so by submitting an online written application to the Human Resources Department or designee. The Employer shall not be obligated to consider any applications submitted after the posting period or any applicants who do not meet the minimum qualifications for the job. To be considered for the position of Lieutenant, the applicant must be a Sergeant with the University of Cincinnati Police Department who has successfully completed his/her probationary period. If there are no internal applicants, the Employer may select an applicant with similar supervisory experience from another force. If there are no applicants at that level, the employer may select a University of Cincinnati ULEO 3 who has successfully completed his/her probationary period or an applicant with similar supervisory experience from another force.

ARTICLE 15
BULLETIN BOARDS

Section 15.1. The Employer agrees to provide bulletin board space in agreed upon areas of the facilities for use by the FOP.

Section 15.2. All FOP notices of any kind posted on the bulletin boards shall be signed, posted or removed by a FOP representative. It is understood that no material may be posted on any FOP bulletin board at any time which contain the following:

- A. Personal attacks on any other member or any other employee;
- B. Scandalous, scurrilous or derogatory attacks upon the Employer, or any other governmental units or officials; or
- C. Attacks on and/or favorable comments regarding a candidate for public office.

Section 15.3. No FOP related materials of any kind may be posted anywhere in the Employer's facilities or on the Employer's equipment except on the bulletin boards designated for use by the FOP.

Section 15.4. Upon the request of the Employer or designee, the FOP shall cause the immediate removal of any material posted in violation of this Article.

ARTICLE 16
WORK RULES - GENERAL ORDERS

Section 16.1. The Employer agrees that all General Orders, Standards of Conduct, Rules and Regulations, Policies, Procedures, Directives and Work Rules shall be applied uniformly within the group of employees to which such are directed. For the purposes of this Article all of the above shall be considered inclusive within the terminology of Work Rules/General Orders. The Employer agrees to revise and update the work rules/general orders within sixty (60) days of the ratification of the Contract and provide each employee with access to a hard copy at the following locations: Raymond Walters College, Clermont College, College of Applied Sciences, University Hospital, Main Station, and any other location were ULEO's are assigned.

The Work Rules/General Orders shall be kept current at all times. The Employer shall also post the Work Rules/General Orders online.

Section 16.2. Every employee shall be informed of and shall have access to copies of work rules/general orders which apply to such employee.

Section 16.3. Any additions or amendments to the work rules or general orders shall be reduced to writing, posted on department bulletin boards, and signed by all employees to acknowledge awareness of the addition or amendment within five (5) working days of the posting. Any employee on leave of absence, sick leave or vacation shall be required to sign the acknowledgment within three (3) working days upon return to work. This Section does not limit the right of the Employer to implement any work rules prior to the conclusion of the acknowledgment period.

ARTICLE 17

PERFORMANCE EVALUATION

Section 17.1. All performance evaluation policies and procedures as established by the Employer shall be applied to bargaining unit employees in a consistent and equitable manner.

Section 17.2. When an employee has worked under the direction of more than one (1) primary Manager during any evaluation period, the input of each primary supervisor shall be considered in the preparation of the performance evaluation.

Section 17.3. The results of any performance evaluation shall not be subject to the grievance procedure provided for in this Agreement. An employee may, however, utilize the current review procedure which includes a review by the Assistant Chief of Police or the Chief of Police. Evaluations that have comments from an employee shall be initialed by the Chief of Police or the Assistant Chief of Police and returned to the employee.

Section 17.4. The employee's performance shall be evaluated based upon the duties and functions prescribed in the University's position specifications for his/her classification.

Section 17.5. All Guardian Tracking entries shall be automatically removed after one (1) year from date of occurrence.

Section 17.6. The current review procedure referenced in 17.3 is as follows:

- 1) In most cases the evaluator and reviewer complete the evaluation form, then it is discussed with the employee by the evaluator.
- 2) The employee at this time may rebut the evaluation with his/her comments.
- 3) The evaluation then goes to the Assistant Chief of Police or Chief of Police where he/she reviews and initials/signs the form and a copy is sent back to the employee.
- 4) If the Chief is the reviewer, the employee may still place comments on the form which will be reviewed by the Chief and returned to the employee.
- 5) After the Chief of Police or the Assistant Chief of Police reviews the evaluation it is sent to Human Resources.
- 6) Each employee may request a meeting with the Chief of Police or Assistant Chief of Police to discuss his/her evaluation.

ARTICLE 18

HOURS OF WORK AND OVERTIME

Section 18.1. Sergeants and Lieutenants work schedule assigned to the Uptown Campus patrol duties shall be ten (10) hour days with a rotation of five (5) ten (10) hours days followed by three (3) consecutive off days for a five (5) week period, four (4) ten (10) hour days followed by 4 consecutive days off to include Saturday and Sunday for one (1) week, four (4) ten (10) hour days followed by 3 consecutive days off to include Saturday and Sunday for one week, four (4) ten (10) hour days followed by 4 consecutive days off to include Saturday and Sunday for one (1) week, four (4) ten (10) hour days followed by 3 consecutive days off to include Saturday and Sunday for one week and four (4) ten (10) hour days followed by 4 consecutive days off to include Saturday and Sunday for one (1) week. These rotations shall repeat themselves every eleven (11) weeks. The off-day rotations are as follows: Sunday, Monday, Tuesday/ Monday, Tuesday, Wednesday/ Tuesday, Wednesday, Thursday/ Thursday, Friday, Saturday/ Thursday, Friday, Saturday, Sunday/ Friday, Saturday, Sunday/ Friday, Saturday, Sunday, Monday/ Saturday, Sunday, Monday/ Saturday, Sunday, Monday, Tuesday/ Sunday, Monday, Tuesday.

- Shift Sergeants will be on opposite off-day rotations.
- Shift Lieutenants will be offset off-day rotations from each of the Sergeants.

Lieutenants and Sergeants assigned as the Administrative Lieutenant or Sergeant (defined as any lieutenant or sergeant not on patrol, i.e., Training, Special Investigations, Special Events, and Criminal Investigations) may generally work eight (8) hour days on a Monday – Friday schedule with Saturdays and Sundays

off.

If the Employer decides that a change in the above listed work schedule is necessary for the efficient running of the Police Department, a Labor Management meeting shall be convened to explore alternative work schedules that are agreeable to the parties. If a consensus is unable to be reached the Employer may implement the change(s) subject to the grievance procedure.

Sergeants and Lieutenants will attempt to deviate their schedules to alleviate foreseeable overtime. Sergeants and Lieutenants will be able to maintain a flexible schedule so long as overtime is not created. Schedule changes must be approved by the Shift Commander or Patrol Bureau Commander prior to change. The Employer may temporarily adjust an Employee's work schedule based on legitimate operational needs up to five times per calendar year. Whenever practicable, the Employer will give the Employee seven (7) days prior notice. The Employer shall ask for volunteers before an Employee is mandated to a different schedule.

No Employee shall be required to work in excess of sixteen (16) hours in a twenty-four (24) hour period. Unscheduled overtime and court time shall not be considered part of these calculations.

Section 18.2. The standard work period for all bargaining unit employees, shall consist of no more than forty (40) hours, inclusive of any roll call time, within a seven-calendar day period described as Sunday through Saturday.

Section 18.3. Shift assignments shall be made based on the operational needs of the department. Consideration shall be given to an employee's seniority, disciplinary record and sick time usage. Shift preferences are to be submitted during the month in which Spring commencement occurs in every even-numbered year. Shift assignments shall be announced forty-five (45) days prior to the beginning of the academic year, and shift changes shall be effective no later than the first Sunday prior to the start of the Autumn school schedule. When an officer is transferred from one work assignment to another, one of two possibilities will occur. If the officer was transferred due to administrative reasons, he/she can be assigned any position by the Department. For other reasons, the officer will be given the opportunity to select his/her assignment in accordance with his/her seniority. Such assignment must be made within seven (7) days. Special assignments are excluded from this Section.

Section 18.4. Hours worked in excess of an employee's standard work period shall be considered overtime and shall be compensated at the rate of one and one-half (1½) times his/her regular straight time hourly rate of pay. There shall be no pyramiding of overtime for the same hours worked or for premium hours paid (i.e.,

court time, call-out, etc.). Overtime shall be calculated in one-tenth (0.1) hour (six [6] minutes) increments. Active pay status includes paid time off for sick leave, vacation leave, automatic holiday pay, occupational injury leave pursuant to Article 25 and compensatory time. It does not include hours worked on a holiday for purposes of calculating hours in overtime status. The on duty Supervisor or OIC shall verify overtime slips and approve or deny time-off requests given to them by the end of the shift. Employees may, at their sole discretion, choose to flex their hours in lieu of overtime or compensatory time so long as approved by the Shift Commander or Patrol Bureau Commander.

Section 18.5. Employees may elect, in lieu of overtime pay, to accept compensatory time. Compensatory time shall be credited at the rate of one and one-half (1½) hours off for each one (1) hour of overtime worked. Compensatory time may be accumulated by an employee. Compensatory time may not accumulate more than four hundred (400) hours. Compensatory time more than twelve (12) months on the books will be converted into pay. The following rights and conditions shall exist as they pertain to compensatory time:

- A. The election of overtime pay or compensatory time is solely the right of the employee, and he/she shall so indicate his/her election when reporting the overtime worked;
- B. Compensatory time off requested by an employee which has been approved and scheduled, shall not be canceled except when the University is under emergency status as declared by the Board of Trustees and/or the President of the University or except under exceptional circumstances as determined by the Chief of Police;
- C. Requests for compensatory time off in conjunction with vacation shall be honored as long as the request for compensatory time off was submitted at the same time as the request for vacation and the request for vacation has been approved;
- D. Any employee may elect to convert all or part of his/her accrued compensatory time balance at any time. Cash-in requirements must be made in whole hour increments, except where the employee is converting his/her entire balance. Payment shall be made at the rate of pay existing at the time of cash-in.
- E. Compensatory time may be taken in one-tenth (.10) hour increments. Requests for compensatory time shall be made in writing by the employee to the employee's supervisor at least one (1) day in advance for requests of one (1) day or less and at least three (3) days in advance for requests of more than one (1) day. Only the Employee's shift supervisor or the officer in

charge of the Employee's shift may waive this provision based on departmental needs. Compensatory time may not be used to cover a tardiness.

- F. When a request for compensatory time requires that the slot be filled the following procedure shall be used. ULEO's shall be asked to work the slot first, then it may be offered to auxiliary officers. If no one wishes to work the slot, the request shall be denied. No officer shall be ordered/mandated to work the slot.

Section 18.6. With the prior approval of the Employer or designee, an employee may exchange days off or work shift assignments with another employee. Upon request of an employee, and with prior approval of the Employer or designee, an employee may work a scheduled day off in exchange for another day off to be scheduled in the work period, without receiving any additional compensation.

Section 18.7. If the bargaining unit designated representative develops an alternate work schedule, such schedule shall be the subject of a special Labor/Management Meeting pursuant to the provisions of Article 7 of this Agreement.

Section 18.8. Pay for overtime shall be paid no later than the pay period following the work period during which the overtime was properly submitted by the Employee.

Section 18.9. Management will not require overtime for anything over minimum staffing levels. If the level falls below the minimum, it is a safety issue and Management can mandate overtime.

Section 18.10. Overtime

Overtime for Patrol shifts shall be offered first to those of same shift and rank; then same shift supervisors; then on an equity basis. The "equity basis" is outlined in Special Event Overtime. Once overtime is assigned to an Employee, it shall be considered part of an Employee's regular work assignment. An Employee who cannot work an overtime assignment must find a replacement, however, an employee who cannot work due to illness is not required to find a replacement. The Chief or Assistant Chief may require proof of illness if abuse is suspected.

Special Event Overtime

Some officers desire to work overtime Special Event Details, some officers prefer not to work overtime Special Event Details, and other officers prefer to work only some overtime Special Event Details. The following method of assigning these

details shall be used in an effort to meet these differing preferences:

Overtime Special Event Details will be offered on an equity basis, with the exception of FC Soccer, Football, and Basketball and added unscheduled games, which will be offered and filled by seniority per the restrictions currently set by the Detail Coordinator. In the event any of these events are moved off UC's jurisdictional property either temporarily or permanently, the employer shall have no obligation to offer the details. Other overtime special event details will be selected on an equity basis, to the extent reasonably possible, to bargaining unit members that sign up for details. The equity basis follows these guidelines: A weekly report will be generated by the public safety business office and provided to the special event planning unit that lists all bargaining unit members and the total number of detail hours worked in the period by each officer. For purposes of this section, a period shall be defined as a calendar year. When selecting an officer for a detail, the special event planning unit shall select the officer who (1) signed up for the detail and (2) has the least number of detail hours worked in that period. In the event two or more officers signed up for the same detail have the exact same number of detail hours worked in the period, then the senior officer will be selected. Nothing in this section is intended to ensure that any or all officers will receive the same number of detail hours in a period, but every effort will be made for the selection process to be equitable to all bargaining unit members. On January 1 of each year, the total number of detail hours worked will be reset to zero for all Supervisors.

A sergeant or lieutenant will not be mandated to overtime that was originally an Officer detail. Sergeants and/or Lieutenants shall be placed at the top of the list either by voluntarily working a detail or by being mandated.

The union shall maintain the list by using the release time provided in section 4.4 of this agreement.

The union shall provide an updated list on a weekly basis to the chief or his/her designee.

Disputes regarding the overtime assignments list pursuant to this section shall not be grievable.

A listing of Special Events requiring overtime coverage will be posted electronically no more than thirty (30) days in advance of the event. The parties recognize that the specific details of the event may not be available at the time of posting. If overtime for the event must be mandated, the employer will notify effected employees five (5) days in advance of the event. Officers who wish to work a detail shall so indicate on the detail listing. The parties agree that there may be occasions in which the special events are provided to the department on such short notice so that the notice requirements listed above will not be

possible, however, these occasions should not be common. If problems occur with the process, a Labor-Management Committee will be convened to remedy the issue.

Absent extenuating circumstances, the only details in which casual time may not be granted or off days may be cancelled are commencement and homecoming. If an employee's shift ends two (2) hours or less before a detail starts that he/she is assigned to, the employee shall be offered the opportunity to work that period.

Seniority is applied only to those officers who would not be precluded from working the detail due to other assignments.

An employee who reports for a special event and is sent home due to cancellation shall receive two (2) hours pay.

Shift overtime shall be handled by SOP-PO-16.2.201 dated 10/3/03 titled Overtime for Shift Coverage.

Section 18.11. In the event that the University closes due to inclement weather or other emergencies, members of the FOP bargaining unit who are required to work because they are designated as essential shall be compensated at a rate of two (2) times the regular hourly rate.

Section 18.12 Supervisors assigned in an "on call status" shall receive five (5) hours of compensatory time added to their bank each week (as defined in 18.2) they are so assigned.

ARTICLE 19 **WAGES**

Section 19.1. This Agreement is the sole source of rights and obligations of the parties to this Agreement on the subject of wages. Further, the following language is intended to supersede all provisions applicable to public employees in the Ohio Revised Code and/or the Rules of the Ohio Department of Administrative Services relative to wages. Employees will be paid in accordance with the classification and pay plan set forth in this Agreement.

Section 19.2.

A. 2023

1. Effective July 1, 2023, Sergeants will be paid fifteen 15% more than a ULEO 3.

2. Effective July 1 2023, Lieutenants will be paid fifteen 15% more than a Sergeant.

Section 19.3. There shall be an adjustment made to the hourly rate of pay of sixty-five cents (\$.65) for all officers assigned to the second shift and sixty cents (\$.60) for all officers assigned to the third shift. The hours for second shift are 1800- 2300 and the hours for third shift shall be 2300-0600.

Section 19.4. All adjustments to the salary shall be included when calculating the overtime rate of pay for an officer as required by the Fair Labor Standards Act.

Section 19.5. An employee currently eligible and receiving longevity pay shall continue to do so for the length of his/her employment, however, an employee who leaves the University and whose leave constitutes a break-in- service shall not be permitted to receive longevity pay if re-employed.

ARTICLE 20

COURT TIME/CALL-IN TIME/STAND-BY

Section 20.1. Whenever an employee is required to appear on off-duty time before any official court or before the Prosecutor for pretrial conference on matters pertaining to or arising from the employee's official duties, the employee shall receive a minimum of two (2) hours pay at the overtime rate or pay for actual time worked at the overtime rate, whichever is greater, for such appearances. If an employee appears before a court or at a pretrial conference on a day other than his/her work day, as defined below, he/she shall receive a minimum of four (4) hours pay at the overtime rate or pay for actual time worked at the overtime rate, whichever is greater. A workday is defined as any day on which an employee's shift begins.

Section 20.2. Any employee called in to work at a time outside his/her regularly scheduled shift, which call-in does not abut his/her regularly scheduled shift, shall be paid a minimum of four (4) hours at the overtime rate of pay.

Section 20.3. Any employee who is required to remain on the Employer's premises, or at his/her home or other specific location to await a call when needed, is considered as being unable to use the time effectively for his/her own purposes and shall be considered to be working during the entire time he/she is on-call.

Section 20.4. Employees who are assigned official on call status shall receive five (5) hours of compensatory time for everyone (1) week they are on call. Since compensatory time is provided, the appropriate response is required.

ARTICLE 21

INSURANCE BENEFITS

Insurance Plans: The University will continue to provide benefit-eligible employees in the bargaining unit the group insurance plan (hospitalization, major medical, prescription drug, dental, basic life insurance coverage and long-term disability) as approved by the Board of Trustees.

The University reserves the right to modify the plan design and employee contribution. Such modifications shall be no less favorable than those provided to unrepresented employees.

If any other University Police Department bargaining unit receives something other than what unrepresented employees receive in healthcare coverage, the lieutenants' bargaining unit will have the option of receiving the other coverage.

The surcharge for coverage of a spouse or domestic partner of employees who are eligible for health insurance coverage through an employer other than the University of Cincinnati but choose to enroll in a University of Cincinnati health insurance plan shall be the same as for unrepresented employees.

Employees have the option of waiving health or dental coverage provided by the University. For waiving coverage, a monthly credit may be received as cash in the paycheck by the employee or applied to the cost of other benefits. The waivers shall be the same as those provided to the unrepresented employees. If an employee and his/her spouse/domestic partner both work for the University in benefit eligible positions and elect to enroll under one medical plan, the spouse/domestic partner waiving coverage is not eligible for the credit.

Other Insurance

The university shall provide optional employee life insurance, family life insurance, accidental death and dismemberment coverage and long-term disability coverage to eligible employees. The university reserves the right to modify the plan design and/or employee contribution. Such modifications shall be no less favorable than those provided to unrepresented employees.

Health Care Account

An eligible employee may elect to have a specified amount withheld on a pre-tax basis from the first two pay checks of each month up to the annual maximum, to be used for reimbursement of medical expenses which are not covered by insurance, in accordance with the plan and IRS regulations. Eligible expenses are those currently recognized as deductible for Federal Tax purposes, except mileage and parking.

Funds which are withheld must be reimbursed for expenses incurred in the Plan

year in which they are withheld or, the grace period, or under current IRS rules, the unused funds will be forfeited.

Dependent Care Account

An eligible employee may elect to have a specified amount withheld on a pre-tax basis from the first two pay checks of each month up to the annual maximum allowed by law to be used for reimbursement of dependent care expenses which are specified by IRS rules but which are not claimed under the federal tax credit.

Funds which are withheld must be reimbursed for expenses incurred in the Plan year in which they are withheld, or the grace period, or under current IRS rules, the unused funds will be forfeited.

Wellness Program

During the term of this Agreement, the University may implement a wellness or healthy life-style program. Such a program may include a combination of activities that are designed to increase awareness, assess risks, educate and promote voluntary behavior changes to improve the health of an individual, encourage modifications of his/her health status and enhance his/her personal well-being and productivity, with a goal of preventing illness and injury.

ARTICLE 22 **HOLIDAYS**

Section 22.1. The bargaining unit will observe all holidays designated by the University. There shall be at least ten (10) observed holidays per calendar year. The FOP shall be provided a list of the observed holidays each year. The length of each holiday shall be equal to the length of an employee's scheduled workday. If the University increases the number of holidays above ten (10), the holiday bank shall increase by nine (9) hours at time-and-one-half for each added holiday.

Section 22.2. When the university president recognizes a National Holiday declared by the President of the United States and/or ORC 325.19 is amended, all bargaining unit members shall receive additional "Holiday Pay" as defined in this Article, Section 22.1.

Section 22.3. Beginning January 1, 2017, all bargaining unit members shall receive a Holiday Time Bank of one hundred eighty-nine (189) hours as of January 1 of each year of this agreement. The one hundred eighty-nine (189) hours is representative of ten (10) holidays and four (4) seasonal closure days. This equates to nine (9) hours for each day at time-and-one-half. Hours in this bank, once earned may be used in the same manner as compensatory time for the purpose of taking off work. For purposes of cashing out the bank, employees may elect to cash out (13.5) hours holiday to be paid during the pay period on which the

holiday falls. Employees may not cash out holidays before the holiday occurs. Hours not used by December 31st will be paid out by the University no later than January 31st of the following year.

Bargaining unit members beginning employment after January 1st in any calendar year shall be pro-rated a Holiday Time Bank equal to the number of holidays remaining in the year along with four (4) seasonal closure days equal to nine (9) hours for each day at time-and-one-half.

Bargaining unit members desiring to take off a recognized holiday or seasonal closure day will be required to use accrued time for such purpose, otherwise, they will be expected to be at work if normally scheduled.

Bargaining unit members who leave their employment with the University prior to the end of the year who have Holiday Time remaining shall be paid out at a pro-rated amount equal to the number of holidays and/or seasonal closure days which have passed.

Bargaining unit members who leave their employment with the University prior to the end of the year who have used their entire Holiday Time Bank may, at the University's discretion, be required to reimburse the University for the time used which had not yet been earned. If the University intends to enforce this section, they must do so by deducting any not earned amount from the employee's final paycheck and so notify the employee of same.

ARTICLE 23 **VACATION**

Section 23.1. Full-time bargaining unit employees shall earn vacation leave according to their number of years of service with the Employer and any political subdivision of the State of Ohio as follows:

LENGTH OF SERVICE	ACCRUED VACATION (per year) days hrs	ACCRUAL PER PAY PERIOD (hours)	MAXIMUM ACCRUAL (maximum) Days hrs
< than .5	No vacation	3.08	10 (80)
.5 but < than 8	10 (80)	3.08	45 (360)
8 but < than 15	15 (120)	4.62 (1 time +40.04)	60 (480)
15 but < 25	20 (160)	6.16 (1 time+ 40.04)	75 (600)
25+	25 (200)	7.70 (1 time+ 40.04)	75 (600)

Section 23.2. Vacation credit accrues while in active pay status. No vacation credit is earned while an employee is in no pay status. Pro-rated vacation credit is given for any part of a pay period. Forty (40) hours of vacation credit is added at the eight (8), fifteen (15), twenty (20), and twenty-five (25) years of employment in addition to the increased rate of accrual. The forty (40) hours of vacation credited to employees on the anniversary of twenty (20) years of employment, pursuant to Article 23.2, is a one-time credit and does not affect the employees' rate of accrual.

Section 23.3. Vacation may be taken in one-minute increments. Requests for vacation shall be made in writing by the employee to the employee's supervisor at least one (1) day in advance for requests of one (1) day or less and at least fourteen (14) days in advance for requests of more than one (1) day. Only the Employee's shift supervisor or the officer in charge of the Employee's shift may waive this provision based on departmental needs. Vacation time may not be used to cover a tardiness.

Section 23.4. Requests shall be honored on the basis of the employee's seniority within the employee's shift, subject to the following limitations and exceptions:

- A. Vacations are scheduled and approved in accordance with the workload requirements of the Employer.
- B. An employee who has received approval of his/her vacation request, and is subsequently reassigned, shall not lose his/her right to that approved vacation period.

- C. An employee who has received approval of his/her vacation request shall not lose his/her right to that approved vacation period to a more senior employee who transfers in to his/her unit or location or to a more senior employee on the same shift who submits a later vacation request.
- D. Vacation picks shall be approved or denied within seven (7) days of their submission by the employee.
- E. Use of vacation and compensatory time shall not be granted until it is earned and reflected on the pay stub.

Section 23.5. An employee may accumulate and carry over vacation leave for up to three (3) years maximum accrual.

Section 23.6. Any employee who separates from service shall be paid for any earned but unused vacation leave.

Section 23.7. Any employee that becomes sick while on vacation shall, upon request be entitled to change his/her vacation status to sick leave for all days and any subsequent days necessary for recovery. Upon submission of the request with evidence, any vacation charged to the employee for the duration of the illness shall be restored to his/her credit.

Section 23.8. Vacation balances shall be shown on an employee's regular paycheck.

ARTICLE 24 **SICK LEAVE**

Section 24.1. Employees shall accrue sick leave credit at the rate of four and six-tenths (4.6) hours for each eighty (80) hours of service, or while in active pay status, (i.e., during paid vacation and sick leave). Sick leave credit shall not accrue during any unpaid sick leave, layoff or unpaid leave of absence. Advance use of sick leave shall not be granted. Sick leave is accumulative without limit. Additional sick leave accrual is added on a pro-rated basis for hours in excess of eighty (80) hours in a bi-weekly period.

Section 24.2. Sick leave shall be granted to an employee, upon approval by the Employer, for the following reasons:

- A. Illness, injury or pregnancy-related condition of the employee.
- B. Exposure of an employee to a contagious disease which could be

communicated to and jeopardize the health of other employees.

- C. Examination of the employee, including medical, psychological, dental, or optical examination, by an appropriate practitioner, when such an examination cannot be scheduled during non-work hours.
- D. Death of a member of the employee's immediate family. Such usage shall be limited to a reasonably necessary time, not to exceed five (5) days. One of the days must be the date of the funeral. Authorized sick time used for the death of an immediate family member will not be counted as an occurrence and the time will not be counted against you for demotions, evaluations or special assignments.
- E. Illness, injury or pregnancy-related condition of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member.
- F. Examination, including medical, psychological, dental, or optical examination of a member of the employee's immediate family by an appropriate practitioner where the employee's presence is reasonably necessary, and when such examination cannot be scheduled during non-work hours.

For the purpose of this Section, the definition of immediate family shall be: mother, father, son, daughter, brother, sister, spouse, domestic partner, grandparent, grandchild, mother/father/daughter/son/sister/brother-in-law, step-mother/father/brother/sister/children, or a legal guardian or other person who stands in the place of a parent (loco parentis).

Section 24.3. When an employee is unable to report to work due to reasons specified in Section 24.2 above, he/she shall notify his/her immediate supervisor or other designated person, prior to the time he/she is scheduled to report to work (at least two (2) hours prior), unless extenuating circumstances prohibit, on each day of absence, unless other arrangements are made with the employee's supervisor.

Section 24.4. An employee must submit a statement from a licensed health care professional to justify the use of sick leave if one of the following conditions exist:

- a) The employee is off work for five or more consecutive work days;
- b) The employee has been off work (regardless of the length of absence) and is released to return to work with restrictions by his or her licensed

health care professional;

- c) The employee has been exposed to a contagious disease;
- d) The employer has reason to believe abuse of leave may have occurred.

Section 24.5. Sick leave usage, when approved, shall be charged in minimum units of one-minute increments. Falsification of a practitioner's statement shall be grounds for disciplinary action.

Section 24.6. Unused sick leave may be converted to cash upon death or retirement. The conversion shall be one-quarter of a maximum of nine hundred and sixty (960) hours with ten (10) years of service as provided in University policy.

Section 24.7. Sick leave balances shall be shown on all employees' regular paycheck.

Section 24.8. Employees transferring from any political subdivision within the State of Ohio shall be able to bring with them any unused accumulated sick leave upon written verification of same to the Human Resources Department.

Section 24.9. . Employees shall be entitled to sell back up to sixty (60) hours of sick time each half year (six months) if they have one occurrence or less of sick time in the preceding half year. The rate of sell back shall be two hours of unused sick time to one hour of pay. In order to get the full sixty (60) hours each six (6) months, an employee must sell back one hundred twenty (120) hours of sick time each six (6) month period. The six-month period begins January 1 and July 1 of each year. Employees must be in active pay status during the entire six-month period to receive credit toward selling hours. All requests to sell hours under this provision are the responsibility of the employee and the payout request must be made no later than January 31 and July 31 for the preceding six (6) month period.

Sick leave tied to an occupational injury leave shall not constitute a disruption of the employee's ability to sell back sick time.

ARTICLE 25

OCCUPATIONAL INJURY LEAVE

Section 25.1. In the event of a serious bodily injury sustained or serious illness contracted as a direct result of performing an assigned or sworn function within the scope of the employee's authority, which illness or injury is not the result of "horseplay," sole negligence, recklessness or self-inflection by an employee, and upon the employee's application, the department may grant the employee, beginning on the eighth calendar day of absence or on the first day the

employee is admitted to a hospital as an in-patient, whichever is earlier, Occupational Injury Leave (OIL) at the employee's regular rate of pay for a period not to exceed thirty (30) work days per calendar year. The authorization of an OIL is a matter of administrative discretion, and the department will decide in each individual case if OIL is to be granted. The granting of an OIL shall not be unreasonably denied. A grievance concerning the failure of the Employer to grant an initial OIL shall be submitted directly to Step 2 of the grievance procedure. The department, at its sole discretion, may extend an OIL. The department's failure to extend a leave shall not be subject to the grievance procedure.

Section 25.2. OIL is not available for injuries incurred during those times when the employee is engaged in non-law enforcement activities, administrative or clerical duties, is engaged in personal activity, including but not limited to physical fitness activities or is in the act of arriving to or departing from his/her work assignment. Illnesses considered common or routine among the general public (e.g., cold, flue, chicken pox, etc.) shall not entitle an employee to OIL. Unusual and serious illnesses (e.g., hepatitis, tuberculosis, etc.), and "stress-related" psychological and physical conditions and illnesses (e.g., neuroses, psychoses, depression, hypertension, stroke, heart disease, etc.) may entitle an employee to OIL only if incurred in accordance with the conditions set forth in Section 25.1 of this Article.

Section 25.3. An employee applying for OIL hereunder, shall authorize the release to the department of all medical information pertinent only to the occupational injury or illness possessed by the employee's treating physician(s) and treatment facility(ies), if so requested by the department, and/or shall agree to be examined by a licensed medical practitioner of University Health Services and/or one selected and paid for by the department.

Section 25.4. Any employee claiming an occupational illness or injury under this Article shall file an injury claim with the Ohio Bureau of Workers' Compensation as soon as possible. Upon approval of the claim by Workers' Compensation, an OIL granted on the eighth (8th) day of absence shall be made retroactive to the first (1st) day of absence, and any sick leave, compensatory time or vacation used by the employee during the first eight (8) days of absence shall be restored to his/her credit. The employee shall remit to the department all income benefits paid by Workers' Compensation for the period during which the employee received full pay from the department while on OIL. In the event the claim is denied by Workers' Compensation, the employee shall revert to sick

leave status, and shall be charged with sick leave, compensatory time and/or vacation leave for all time paid by the department for OIL.

Section 25.5. It is understood and agreed that the department's obligation under this Article is only the difference between the employee's regular rate of pay and the amount of income benefits paid to the employee by OBWC, and that OIL is not in lieu of OBWC benefits. The employee shall not receive both Workers' Compensation wage benefit payments and OIL payments for the same period of time.

Section 25.6. In lieu of granting OIL, the department may assign the employee to other duty with the approval of, and within the limitations set by, the employee's treating physician and University Health Services if such duty assignment is available. There are no permanent restricted duty assignments.

ARTICLE 26

UNIFORMS AND EQUIPMENT

Section 26.1. The Employer shall supply at no cost to the employee all uniforms and equipment required by the Employer, excluding socks and underwear, in quantities specified by the Employer. When in uniform, an employee may wear a tie or dickie. The Employer shall furnish firearms, and leather goods to all employees. Employees shall have leather goods replaced by the Employer on an as needed basis as determined by the Employer.

Section 26.2. All uniforms and equipment issued by the Employer are the property of the Employer and shall, upon termination of employment of an employee, be returned to the Employer in condition issued, allowing for reasonable wear and tear. Any issued item which is lost or damaged as a result of "horseplay," willful misuse, or negligence on the part of an employee shall either be replaced or paid for at current market value by the employee, at the option of the employee.

Section 26.3. Equipment and other items not issued or required by the Employer may be utilized or worn only with the permission of the Employer or designee.

Section 26.4. Where an employee supplies evidence that he/she sustained damage to personal property while performing the duties of his/her assigned work, provided such damage was not the result of "horseplay," willful misuse, or negligence on the part of the employee, the Employer shall reimburse the employee for the cost of necessary repairs or replacement up to a maximum of one thousand dollars (\$1000.00) per year, but no more than fifty dollars (\$50.00) for jewelry items. The employee shall present the damaged property for the Employer's inspection prior to the repair or replacement of said property. Repair or replacement of said property shall be at the Employer's option. Any court

ordered restitution received by an employee as compensation for damage to his/her personal property shall be remitted to the Employer up to the amount the Employer has paid hereunder.

Section 26.5. In the event of damage to prescription eyeglasses (including frames), contact lenses, dentures and other oral prosthesis, which damage occurs in the active discharge of an employee's duties and was not the result of "horseplay," willful misuse, or negligence on the part of the employee, the Employer shall pay the difference, if any, between the amount of reimbursement from Workers' Compensation and the actual cost of repair or replacement of the same or equivalent product.

Section 26.6. The changeover of uniforms for winter to summer is the month of March. During the month of March, officers may wear either the long sleeve uniform or the short sleeve uniform effective March 15th , however officers involved in Police Memorial events, assigned to commencement and other high profile, special events details as identified by the Chief of Police, shall wear winter uniforms.

The changeover of uniforms for summer to winter is the month of November. During the month of November, officers may wear either the short sleeve uniform or the long sleeve uniform effective November 15. In cases of extreme weather, the Chief will consider extending these time periods.

Section 26.7. Provisions will be made for officers to leave and pick up uniforms for dry cleaning.

ARTICLE 27 **EXPENSES**

Section 27.1. When an employee's duty requires him/her to travel outside of Hamilton County or its adjacent counties, including Boone, Campbell and Kenton Counties in Kentucky, the Employer shall reimburse the employee for all reasonable and necessary expenses actually incurred by the employee in the performance of his/her duty (above and beyond those incurred during a regular work assignment), including, but not limited to, expenses incurred for meals, lodging and parking, upon presentation to the Employer of itemized receipts showing the employee's payment for same.

Section 27.2. When an employee is authorized by the Employer to travel outside of Hamilton County or its adjacent counties, including Boone, Campbell and Kenton Counties in Kentucky, on official business and to drive his/her own

automobile, the Employer shall reimburse the employee at the mileage rate as established by the Internal Revenue Service.

Section 27.3. Notwithstanding Sections 27.1 and 27.2, when an employee's duty requires him/her to utilize his/her personal vehicle the Employer shall reimburse the employee for actual parking expenses upon submission of an itemized receipt. When the Employer authorizes a range officer to utilize his/her personal vehicle, the Employer shall reimburse the Employee for mileage calculated between the police station and the target range.

ARTICLE 28 **TRAINING**

Section 28.1. All training required of, and authorized for, an employee by the Employer shall be paid for by the Employer. When calculating compensation for time involving training, the following criteria shall be used:

Any combination of work, travel and training equaling six (6) hours or more in a single day will be counted as a regular work day (eight or ten hours as appropriate). Any work assignment after a six (6) or more hour day will be considered a call-in.

Any combination of work, travel and training equaling less than six (6) hours in a single day will be counted as actual time.

Any training hours incurred on a scheduled day off will be counted as overtime and will be paid on an hour for hour basis, provided (s)he has over forty (40) hours in pay status, in accordance with section 18.4.

Training sessions of five (5) consecutive days (as defined above) shall be counted as eight (8) hour days.

Employees shall be given seven (7) days notice for any mandatory training, excluding training that occurs within the employee's regular work schedule. The employer may adjust an employee's work schedule to accommodate training.

Section 28.2. The Employer shall pay for all necessary, reasonable, authorized and approved expenses incident to such training for required meals, lodging, parking, mileage, tuition and fees in accordance with the provisions of Article 27 of this labor Agreement.

Section 28.3. The Employer shall provide for all employees the yearly required training developed by the Attorney General and Administered through OPOTA. The Employer shall strive to provide two (2) firearms qualification sessions per

year and to increase training in defensive tactics.

Section 28.4. Any training hours that an employee arrives for that has been cancelled and the employee has not received a phone call or text message regarding the cancellation at a minimum of four (4) hours prior to the scheduled start time will be compensated at a rate of two (2) hours of overtime.

ARTICLE 29 **LEAVES OF ABSENCE**

Section 29.1. The Employer may grant an unpaid leave of absence to any bargaining unit employee for a duration of six (6) months for any personal reasons of the employee. Such leave may be extended upon the request to and with the approval of the Employer.

- A. The authorization of a leave of absence without pay is a matter of administrative discretion and employees have no right to such leave, subject to the provisions below. The Employer will decide if a leave of absence is to be granted in each individual case.
- B. The granting of any leave of absence is subject to the approval of the Employer. Except for emergencies, illnesses, disabilities or as otherwise specified in this Article, employees will advise the Employer sixty (60) calendar days prior to the commencement of the desired leave so that the various departmental functions may proceed properly.
- C. Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied or the next available similar position if the employee's former position no longer exists. Employees on an unpaid leave of absence are subject to all layoff and recall provisions of Article 13 of this Agreement.
- D. An employee may return to work before the scheduled expiration of leave as requested by the employee and agreed to by the Employer.
- E. The Employer shall send a written reminder to the employee at the address on file with the employer at least two (2) weeks prior to the end of the unpaid leave of absence. If an employee fails to return to work at the expiration of his/her requested unpaid leave of absence, such employee, absent extenuating circumstances, shall be removed from his/her position and shall not receive seniority time for the period of the leave.
- F. An employee who has been granted an unpaid leave of absence for personal reasons shall not accrue vacation leave or sick leave during such

unpaid leave of absence. An employee shall not receive pay for holidays that fall within the period of the leave of absence without pay.

- G. An unpaid leave of absence for personal reasons is unavailable as long as the individual has any qualifying paid leave, compensatory time or FMLA leave available. Further, such unpaid leave of absence for personal reasons, if approved, will be concurrent with, not in addition to, leave granted under the Family and Medical Leave Act of 1993, if applicable.
- H. In lieu of requesting a medical or disability leave the employee may request a temporary assignment to an available alternate position that would better accommodate the employee's reason for requesting leave. This request may be granted or denied at the sole discretion of the employer.
- I. During any unpaid leave of absence provided for in this Section, the Employer will provide health insurance as defined in Article 21 of this Agreement through the end of the calendar month, during which such unpaid leave of absence begins.

Section 29.2. Leave for Childbirth, Childrearing, and Adoption: Upon submission to the supervisor of appropriate documentation, employees shall be granted a leave of absence for up to twelve (12) weeks under the terms and conditions set forth in the Family and Medical Leave Act in connection with the birth or adoption of a child. Where both spouses are employees of the University, the leave of absence granted under the terms of the Family Medical Leave Act is limited to an aggregate of twelve (12) weeks.

The decision to grant leave beyond twelve (12) weeks shall be based on the operational needs of the department.

Section 29.3. Family and Medical Leave Act:

An employee who meets the eligibility requirements of the Family and Medical Leave Act may apply for leave of absence. The Employer will approve leave of absence requests as required by the Act, provided that except as prohibited by the Act, the Employer may do the following:

- A. Deny requests that the Act does not required be approved;
- B. Require medical certifications;
- C. Request medical examinations (which may include psychological examinations) in addition to any information or certifications provided by the employee;

- D. Place employees on Family and Medical Leave if they are unable to apply or fail to apply, but are otherwise qualified for such leave; Require employees to pay their share of premiums for insurance coverage while on unpaid Family and Medical leave;
- E. Take disciplinary action against employees who do not comply with the Employer's policies and procedures for administering the Family and Medical Leave Act;
- F. Coordinate the administration of the Family and Medical Leave Act with the Employer's administration of other types of leave as provided by this agreement;
- G. Place an employee who has exhausted available Family and Medical Leave Act time and who is still unable to perform the essential functions of the position on unpaid Medical or Disability Leave or proceed to Disability Separation; and
- H. The employee must use all accrued but unused sick leave first, and then all accrued vacation leave, or compensatory time in conjunction with such Family and Medical Leave Act time.
- I. The employer shall continue to provide medical insurance during the period of leave of absence unless the employee fails to pay his/her portion of the insurance premium.

Section 29.4. Medical Examination:

The Employer may require an employee to undergo a medical examination that is related to the employee's job and based on a business necessity when the Employer deems the examination necessary to confirm an employee's fitness for duty, eligibility for sick leave, FML, Medical Leave, Disability Leave, or Disability Separation. The Employer may also require such an exam to determine the employee's eligibility to return from any sick leave, Medical Leave, Disability Leave, or Disability Separation, where the employee is returning after having exhausted Family and Medical Leave Act time (or where the returning employee is not eligible for FML), or to determine an employee's ability to return to full service from recuperative duty status. The examination shall be at the Employer's expense. Where the Employer is requiring the examination to certify an employee's eligibility for Family and Medical Leave Act time (the FML "second opinion"), the Employer's selection of a healthcare provider shall be in accordance with the regulations governing the Family and Medical Leave Act. However, where the examination is to determine an employee's eligibility for sick

leave, Medical Leave, Disability Leave, etc., following the employee's exhaustion of Family and Medical Leave Act time, or in a situation where the employee is not eligible for Family and Medical Leave Act time; the selection of the healthcare provider shall be within the sole discretion of the Employer.

The Employer may place an employee found to be unable to perform the essential functions of his position on appropriate university leave or may disability separate the employee, all as provided for in this Section.

Section 29.5. Medical Leave:

If an employee's physical disability continues beyond the time covered by accumulated sick leave, the employee shall be granted a medical leave of absence without pay for a maximum period of six (6) months per rolling twelve (12) month period. Such leave need not be continuous. The employee shall provide evidence to the supervisor as to inability to work and the probable date of return. At the time of return the employee must provide a certificate from the attending physician stating the employee is able to resume all work duties. The employee must present the certificate to the supervisor before the employee begins work. An employee who is off work due to a medical leave shall be required to be seen by University Health Services before returning to work. Upon showing that the employee has recovered from the disability, the employee shall be returned to the same position the employee held prior to the medical leave of absence. If the same position no longer exists, the employee shall be returned to a similar position. Prior to going on medical leave, the employee may elect to utilize any or all accrued vacation leave or compensatory time. Such election by the employee shall be irrevocable.

Section 29.6. Disability Leave:

An unpaid disability leave of up to eighteen (18) months shall be granted to an employee whose disability extends beyond the six (6) month unpaid medical leave of absence. However, an unpaid disability leaves of up to twenty-four (24) months shall be granted instead of a medical leave if there is no evidence of the probable date of the employee's return to work. The University shall require that a physical examination be conducted by a licensed physician designated by University Health Services when an employee is to go on disability leave. The cost of this examination shall be paid by the University. This requirement may be waived if the employee is hospitalized or institutionalized at the time of request for disability leave. At the time of return the employee must provide a certificate from the attending physician stating the employee is able to resume all work duties. The employee must present the certificate to the supervisor before the employee begins work. An employee who is off work due to a disability leave shall be required to be seen by University Health Services before returning to work. An

employee who has been on disability leave shall have the right to be returned to work to the same or similar position held at the time of the leave within thirty (30) days after written application for return to work provided that a vacancy exists in the employee's classification. The employee may also request a position in a lower or dissimilar classification and such vacancy shall be offered when a vacancy occurs as long as the employee is qualified to perform the work. The employee may be required to take an examination to demonstrate her qualifications and such examination shall be provided. If none exists, the employee will be laid off and eligible for recall pursuant to Article 13. Application for reinstatement must be filed within eighteen (18) months of the effective date of the unpaid disability leave or within twenty-four (24) months of the effective date of the unpaid medical leave if granted before the disability leave. In no event shall the combined total of unpaid medical and disability leaves exceed twenty-four (24) months.

Section 29.7. OPERS Disability:

If an application for OPERS Disability is granted while the employee is on a university-approved leave of absence, the employee shall be placed on OPERS Disability.

Section 29.8. Paid Leaves:

A. Court Leave:

The Employer shall grant full pay where an employee is summoned for any jury duty or subpoenaed as a witness or victim of a crime (outside the scope of his/her employment) by any court or other adjudicatory body as listed in this Article. All compensation for such duty may be reimbursed to the department unless such duty is performed totally outside of normal working hours. An employee released from jury or witness duty prior to the end of his/her scheduled workday shall report to work for the remaining hours. Employees will honor any subpoena issued to them, including those from Workers' Compensation, Unemployment Compensation, and State Employment Relations Board hearings. Nothing in this section applies to court appearances in connection with collateral employment.

It is not proper to pay employees when appearing in court for criminal or civil cases, when the case is being heard in connection with the employee's personal matters, such as traffic court, divorce proceedings, custody, appearing as directed with juvenile, etc. These absences would be leave without pay, compensatory time, personal leave or vacation at the discretion of the employee. An employee shall request prior approval for court leave, in order for such leave to be granted.

B. Military Leave:

An employee ordered for pre-induction physical shall be given time with pay for the purpose by showing his/her order to his/her department head. Time taken for periodic physical for reserve status training is not paid time.

In accordance with state and federal law, this policy defines the employment, leave benefits, and reemployment rights of university employees who serve in the uniformed forces [as defined by the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA") and Ohio law]. Service in the uniformed services includes, but is not limited to, voluntary or involuntary service in the Armed Forces, the Ohio organized militia, the Army National Guard and the Air National Guard.

To the extent that this policy conflicts with provisions of USERRA or applicable Ohio laws, or any amendments thereto, the provisions of USERRA or Ohio law will prevail.

Military Leave With or Without Pay/Length of Leave:

1. As required by Ohio law, all permanent employees of the University of Cincinnati who are members of the Ohio organized militia or any other reserve component of the Armed Forces of the United States, including the Ohio National Guard, will be entitled to a Leave of Absence without loss of pay for periods per calendar year when they are performing service in the uniformed services (as defined by ORC 5923.05). As of the effective date of this policy, the amount of leave such employees are entitled to per calendar year is up to 248 hours.
 - a. Unless required by Ohio law, which is not currently the case as of the effective date of this policy, such paid leave amounts shall not be given to individuals who request a military Leave of Absence without pay to enlist directly into active military duty.
 - b. Any military pay or allowances received by the university employee will not affect the employee's receipt of university wages during the Leave of Absence without loss of pay described in this section.
2. As required by USERRA, all permanent employees of the university who are also members of the Ohio organized militia, the Ohio National Guard or any active or reserve component of the Armed Forces of the United States, will also be entitled to periods of unpaid Leave of Absence during which the

employee may perform active or inactive duty on a voluntary or involuntary basis in a uniformed service under competent authority.

- a. In order to remain in pay status, university employees may, but are not required, to use accrued vacation time during any period of service in the uniformed services which would otherwise be considered unpaid military leave.
 - b. Employees may not use accrued sick leave (time) during such unpaid periods of military leave.
3. With limited exceptions as described in USERRA, the cumulative amount of paid and unpaid military leave a university employee receives may be limited in duration.
 4. As required by Ohio law, employees entitled to a Leave of Absence without loss of pay pursuant to section 2 of this policy and who are called or ordered to the uniformed services for longer than one month because of the reasons outlined in ORC 5923.05 will be entitled to the difference between their gross monthly wages as university employees and the sum of their gross uniformed services pay and allowances for the periods beyond the initial month each calendar year.
 - a. No supplemental pay will be due if an employee's uniformed services pay and allowance equal or exceed the wages payable had the employee been in active employment status.
 - b. As of the effective date of this policy, ORC 5923.05 allows for differential pay in the event of an executive order issued by the president of the United States, an act of congress, or an order issued by the governor to members of the Ohio National Guard or Ohio organized militia.

Benefits During Military Leave:

5. The university employee is entitled to any seniority and seniority-based rights and benefits (which are rights or benefits determined by an employee's longevity in employment) that he or she had on the date that his or her uniformed service began plus any seniority and seniority-based rights and benefits that he or she would have had if he or she had remained continuously employed.

6. During the university employee's period of service in the Armed Forces, he or she will be entitled to all non-seniority rights and benefits generally provided by employee contracts, agreements, policy or practice to similarly situated employees (employees with similar seniority, status and pay that are on furlough or leave).
 - a. If the university employee provides written notice that he or she will not be returning to his or her position after service in the uniformed services, the employee waives rights to these non-seniority rights and benefits. However, other rights specified in USERRA, its regulations and Ohio Law, including the employee's right to reemployment following his or her period of service, are not waived.
7. University employees on a Military Leave with pay will continue to accrue sick leave (time) and vacation time at the normal rate. Sick leave (time) and vacation time do not accrue during a Military Leave without pay.
8. Employees will only be allowed to continue the health and dental coverage during military leaves that would have been in effect had they remained in active employment status with the university. To continue coverage, any applicable employee premium contribution must be paid by the employee. Employees should contact the Human Resources Department concerning eligibility for and continuation of benefits prior to the start of the leave.
9. University employees on paid or unpaid Military Leave will be entitled to any additional leave entitlements or benefits allowed to them under Federal and Ohio laws.

Return to Position

10. Provided that the university employee returning from paid or unpaid Military Leave has met and complied with all necessary eligibility requirements and procedures promulgated by USERRA (including the timelines for returning to work), that employee shall be eligible for reemployment with the university.
 - a. The university will not delay or deny employment if the employee is unable to provide proper military documentation to support the elements listed in the preceding section because the documentation either does not yet exist or is not readily available to the employee. If, following reemployment, documentation is received by the university which shows that the employee was not entitled to reemployment, the university may terminate the employee's employment as well as any rights or benefits the employee received upon reemployment.

11. Subject to the requirements of USERRA an employee seeking to return to work with the university following a Military Leave shall be employed in the following manner:

- a. University employees who are eligible for reemployment and whose period of service in the uniformed services lasted less than 91 days shall be promptly reemployed in the position of employment that the employee would have held had he or she been continuously employed at the university during the employee's time of service, so long as the employee is qualified to perform the duties of that position after reasonable efforts by the university to qualify that person.
 - i. If, after reasonable attempts to qualify the employee for the position the employee would have held had his or her employment not been interrupted through service, the employee is not qualified to hold that position, the employee will be reemployed in the position that the employee held when his or her period of service commenced.
- b. University employees who are eligible for reemployment and whose period of service in the uniformed services lasted more than 90 days shall be promptly reemployed in the position of employment that the employee would have held had he or she been continuously employed at the university during the employee's time of service, or an equivalent position, provided that the employee is qualified to perform the duties of that position after reasonable efforts by the university to qualify that person.
 - i. If, after reasonable attempts to qualify the employee for the position the employee would have held (or an equivalent position), the employee is not qualified to hold the position that he or she would have held if he or she would have been continuously employed with the university, the employee will be reemployed in the position that the employee held when his or her period of service commenced (or an equivalent position).
- c. Any employee, regardless of the length of his or her period of service, who either incurred or aggravated a disability during his or her period of service and, because of that disability, is not qualified to be employed in the position he or she would have held if continuously employed by the university, despite the university's reasonable

attempts to accommodate the disability, the employee shall be reemployed in the following manner:

- i. In any other position which is equivalent in seniority, status and pay, the duties of which the employee is qualified to perform or would be qualified to perform with reasonable efforts by the university; and
- ii. Consistent with the employee's situation, in a position which is the nearest approximation to the position described above in terms of seniority, status or pay.

12. Following the employee's restoration to employment, the employee may not be discharged from employment, except for cause (which includes legitimate nondiscriminatory reasons such as the elimination of the employee's position or placing the employee on layoff status), in accordance with the following time lines:

- a. University employees whose period of service before reemployment was for more than 180 days shall not be discharged from employment, without cause, for one year following the date of reemployment.
- b. University employees whose period of service before reemployment was for more than 30, but less than 181 days shall not be discharged from employment, without cause, for 180 days following their date of reemployment.

13. Any person employed to replace an employee on Military Leave with or without pay must be appointed with the understanding that the employee on Military Leave has the right to return to the position formerly held; further, the person replacing an employee on Military Leave shall sign a statement to that effect at the time of employment.

14. The requirement that the university employee must be placed in the position of employment that he or she would have held had the employee been continuously employed at the university will be followed even if the position that the employee would have been employed in is one which would have been subject to lay off or elimination. Furthermore, if the employee is laid off before or during the service in the uniformed services, and the employer would not have recalled him or her during that period of service, the employee is not entitled to reemployment following the period of service simply because he or she is a covered employee. Reemployment rights

under USERRA cannot put the employee in a better position than if he or she had remained in the civilian employment position.

Discrimination and/or Retaliation Prohibited

15. Denial of initial employment, reemployment, retention in employment, promotion or any other benefit of employment to a prospective or current university employee based on that individual's membership, application for membership, performance of service, application for service or obligation for service in the uniformed services is strictly prohibited.
16. The university will not discriminate against or take any adverse employment action against any person who has taken any action to enforce a protection offered under USERRA, has testified or made a statement in any proceeding involving a protection offered under USERRA, has assisted with an investigation under USERRA or who has exercised any right provided by USERRA.

An employee who enters military service during the probationary period shall be credited with days worked toward the completion of that probationary period. However, upon return from military service, the employee must complete the probationary period.

ARTICLE 30 **OUTSIDE EMPLOYMENT**

Section 30.1. Employees must recognize that the University of Cincinnati is their primary Employer. No employee may accept employment with any other employer which is in conflict with his/her role as an employee of the University of Cincinnati as determined by the Employer or designee. The Employer retains the right to regulate outside employment by promulgating and enforcing rules as approved by the University of Cincinnati.

Section 30.2. Any employee accepting off-duty employment must notify the Employer or designee of the nature of the work, and the hours he/she will be working, prior to beginning the work. The Employer or designee will either approve the work or notify the employee of the reason for denial. Such determination shall be made within a reasonable period of time. Approval for off-duty employment will not be unreasonably withheld.

Section 30.3. In addition to the rights set forth in Section 1 and 2 above, the Employer reserves the right to demand an employee reduce his/her off-duty employment work when his/her performance is diminished, or his/her attendance adversely affected.

Section 30.4. Employees shall have the right to grieve over disciplinary action taken by the Employer relative to an employee's outside employment. All grievances and discipline shall be handled pursuant to Articles 8 and 9 of this Agreement.

ARTICLE 31 **HEALTH AND SAFETY**

Section 31.1. Each employee shall be provided with information as part of orientation, in-service training, and on an as needed basis about communicable diseases to which he/she may be exposed in the performance of his/her duties. Information provided shall include the symptoms of the diseases, modes of transmission, methods of self-protection, and recommendations for immunization where appropriate. Employees may receive hepatitis vaccine or inoculation at no cost to the employee.

Section 31.2. Each employee shall be provided with information and appropriate equipment to take precautions when his/her duties bring or may bring him/her into contact with blood or body fluid containing blood. Each patrol vehicle will be equipped with both disposable and reusable gloves, protective mask, and disinfectant spray. Bleach will be available to each employee at any location where Lieutenants are assigned.

Section 31.3 Upon notification of a bed bug problem or infestation, the employer shall provide the initial treatment of the affected work areas, including public safety vehicles. Employees shall be promptly notified of all bed bug reports and pending treatment.

ARTICLE 32 **CIVIL SERVICE COMPLIANCE**

Section 32.1. It is expressly understood that the Ohio Department of Administrative Services and the State Personnel Board of Review shall have no authority or jurisdiction as it relates to the expressed matters covered by this labor Agreement.

Section 32.2. The Employer agrees that whenever an employee separates from service or is otherwise removed from the bargaining unit that a letter describing length of service and appropriate benefits shall be sent to the Director of the Ohio Department of Administrative Services. Should the employee become employed in Ohio public service within a period of ten (10) years from the time of separation, upon written request from the employee, the Employer shall certify to the new Employer all information relevant to length of service and appropriate benefits.

ARTICLE 33
NO STRIKE/NO LOCKOUT

Section 33.1. During the term of this Agreement, the FOP shall not, for any reason, authorize, cause, engage in, sanction, or assist in any unlawful strike, or any other concerted activity which would interrupt the operation or services of the Employer during the life of this Agreement.

Section 33.2. During the life of this Agreement, the Employer shall not cause, permit or engage in any lockout of the bargaining unit employees unless those employees have violated Section 33.1 of this Article.

Section 33.3. In addition to any other remedies available to the Employer, any employee or employees, either individually or collectively, who violated Section 33.1 of this Article is/are subject to disciplinary action up to and including discharge or removal by the Employer.

Section 33.4. In the event of any violation of Section 33.1 of this Article, the FOP shall promptly do whatever it can to prevent or stop such unauthorized acts.

Section 33.5. Nothing in this Article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strikes.

ARTICLE 34
SEVERABILITY

Section 34.1. This Agreement supersedes and replaces all applicable state and local laws which it has the authority to supersede and replace. Where this Agreement is silent, the provisions of applicable law shall prevail. If a court of competent jurisdiction finds any provision of this Agreement to be contrary to any applicable statute, such provision shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect.

Section 34.2. The parties agree that should any provision of this Agreement be found to be invalid; they will schedule a meeting within thirty (30) days at a mutually agreeable time to negotiate alternative language on the same subject matter.

ARTICLE 35
WAIVER IN CASE OF EMERGENCY

Section 35.1. In cases of emergency declared by the President of the United States the Governor of the State of Ohio, the Sheriff or Federal or State

Legislature or the President of the University, such as acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Employer:

- A. Time limits for the processing of grievances; and
- B. All work rules and/or agreements and practices relating to the assignment of employees.

Section 35.2. Upon the termination of the emergency should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which they, the grievance(s), had properly progressed, prior to the emergency.

Section 35.3. For the purposes of this entire Contract, emergency shall have the following meaning. An emergency shall mean a natural disaster, civil unrest, shut down of the University, or any similar action in addition to the provisions listed in Section 35.1. An emergency shall not include employees calling in sick, on vacation, compensatory time, etc., employees on approved leaves of absence, scheduling of events or special event details. These are foreseen everyday occurrences in Police work and should not mandate the deployment of officers.

ARTICLE 36 **COPIES OF THE AGREEMENT**

Section 36.1. The final draft of this Agreement shall be produced by the Employer and posted via link on the appropriate University webpage.

ARTICLE 37 **TUITION** **REMISSION**

Employees will be eligible for Tuition Remission in accordance with Board Rule 30-13-07.

ARTICLE 38 **SUB-CONTRACTING**

Section 38.1. Work customarily performed by employees within the bargaining unit shall not be performed by personnel not included in the bargaining unit unless such work is deemed necessary for continued and efficient operation. The decision shall be subject to the grievance procedure.

ARTICLE 39
MID TERM BARGAINING

Section 39.1. Subject to the specific rights retained by the Employer in this Agreement, the Employer recognizes its legal obligation under O.R.C. Chapter 4117 to bargain with the FOP prior to implementation of any changes in wages, hours, or other terms and conditions of employment applicable to members of the bargaining units. Prior to implementing new or changed work rules, policies, or other changes that materially affect wages, hours, or terms or conditions of employment of bargaining unit employees, the Employer will notify the Union seven (7) days in advance of the effective day of implementation. If the Union requests to bargain over such change within the notice period, the Employer and the Union will negotiate in good faith. If the Employer and the Union bargain to impasse, the parties may submit the issues to non-binding mediation. However, if the change is not a topic of bargaining under RC Chapter 4117, or in the case if the change is necessary due to exigent circumstances or a state or federal directive or regulation, the Employer is not required to give a seven (7) day notice or to bargain over the implementation of the change; however, the Employer may elect to do so if time permits, without waiving its rights.

Section 39.2. Whenever practical, the Employer agrees to notify the Union in advance of any changes in the employment relationship that may affect the FOP or its members through the labor-management committee. The notification is not to constitute an abridgement of management's rights to make changes that it deems necessary. Decisions to change policy and procedures that do not directly affect wages, hours, and other terms and conditions of employment are not subject to the grievance procedure.

ARTICLE 40
SPECIALTY ASSIGNMENTS

Section 40.1. Sergeants and Lieutenants who have successfully passed their probationary period shall be assigned specialty assignments based upon the following criteria. Criteria to be considered shall be experience as a police officer, Sergeant, and/or Lieutenant and any training associated with the posted position. To distribute opportunities among the workforce, sergeants and lieutenants who have not had specialty assignments, for at least two (2) years shall be given equal consideration for a specialty assignment. After every other criteria mentioned in this Article is considered, seniority shall prevail.

Section 40.2. Specialty assignments and rank associated with each, will be determined by the Chief of Police.

Section 40.3 Specialty assignments shall be for a three (3) year duration with a possible extension to satisfy unit needs, if approved by the Chief. Upon signing of this contract, any employee that is in a specialty assignment shall be able to remain in that assignment at least four (4) years starting at the time they were assigned. An employee can be removed from his/her assignment based on performance and/or conduct issues through the disciplinary process.

ARTICLE 41 **AUXILIARY OFFICERS**

Section 41.1. The bargaining unit understands the need for the University to have auxiliary police officers. This Article shall set the terms and conditions of how the auxiliary officers may work some of the jobs of bargaining unit members.

Section 41.2. Auxiliary officers may not be used to supplement any shift or assignment overtime before it is offered to all bargaining unit members first.

Section 41.3. Auxiliary officers may not work details until they have been offered to all bargaining unit members first.

Section 41.4. Auxiliary officers may not be used to fill the jobs that were worked by full-time police officers or lieutenants until those jobs are offered to bargaining unit members first.

Section 41.5. Auxiliary officers will not carry rank.

ARTICLE 42 **MISCELLANEOUS BENEFITS**

Section 42.1. The bargaining unit shall be provided one (1) seat on the hiring board for new sergeants and lieutenants and have the same input and or voting rights as all other members.

Section 42.2. The current practice of free parking at University parking lots for retired employees shall continue.

Section 42.3. An employee who retires from service with the Employer shall be presented a retirement badge. The retiring employee shall also be presented with an identification card that identifies him or her as a retired lieutenant or sergeant. In order to qualify for the provisions of this Section, the retiring employee must have completed ten (10) years of service with the Employer, and must apply for and be granted full retirement benefits by the Ohio Public Employees Retirement System (OPERS). If allowable by applicable state and federal laws, the university shall provide an Employee his/her university-issued firearm upon request upon the

Employee's retirement.

Section 42.4. The University recognizes the need for well-trained, well-educated employees and shall compensate a bargaining unit member one-time for each of the following:

Associate's Degree	\$250
Bachelor's Degree	\$500
Master's Degree	\$750
Doctorate	\$1000

** The benefit is not retroactive, but in effect upon ratification.

ARTICLE 43 **DURATION**

Section 43.1. This Agreement shall be effective July 1, 2021, and shall remain in full force and effect through 11:59 p.m., June 30, 2024.

Section 43.2. If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred eighty (180) calendar days prior to the expiration date, nor later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be to the representative of record. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

Section 43.3. The parties acknowledge that during the 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 agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

SIGNATURE PAGE

Signed this _____ day of

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

For the University of Cincinnati

Rick Paquette
Staff Representative, FOP OLCI

Lauren Lantz
Sr. Director, Labor Relations

Thomas Wiehe
Sergeant

James Whalen
Director Public Safety

David Waksmundski
Sergeant

Christie Joslin
Director of Business Affairs

Dudley Smith
Assistant Chief


Memorandum of Understanding between the FOP (supervisors) and UCPD

In order to establish a solid working relationship between UC Athletics and Public Safety, the Public Safety Department will provide a police escort with the football team to all of the team's away games. This would be an added service and operate at the supervisor level with no additional personnel needed. The UCPD staff would also travel with a deputy from the Hamilton County Sheriff's Office on all away games.

- A total flat rate of 10 hours of overtime will be paid in pay or comp time for each away game. The amount was determined due to travel as well as being compensated for working that evening.
- Normal hours will be determined based upon departure and arrival back-home dates. If returned back to Cincinnati on game day, then 2 normal work days will be given. If returned the day following the game, then three normal work days will be given. If gone with the team over 4 days then the officer will receive their normal work week of 40 hours (plus the 10 hours as mentioned in the above point). These days will be "flexed" within the normal work schedule as to not create any additional overtime.
- Food, hotel, and travel expenses will be provided at no cost to the employee.
- Prior to each football season a list of interested personnel will be established to travel with the football team. First option will be given to lieutenants, then sergeants. If there are not enough volunteers, it will then be offered outside of the bargaining unit. The Director and/or Police Chief shall approve the designation or assignment of escorting the team.
- During travel, the officer will wear their uniform while on the plane and while traveling with the team to the stadium. All other times, casual dress is appropriate.
- Firearm should only be carried while in uniform.
- Curfew checks will be conducted by athletic staff with the exception of bowl games. UCPD will assist with the curfew checks.
- The officer will be a liaison with local law enforcement to reunite injured players to the team or other logistical issues that may arise (escorts, trespassers, fan issues, etc.).
- During the game, the officers will escort the head coach on and off the field and to any press conferences after the game.

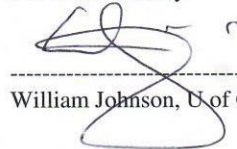
For the union

Mark Scranton, FOP



Christopher Elliott, Lieutenant

For the University



William Johnson, U of C H.R.



Dudley Smith, Captain