

# **LABOR AGREEMENT**

**Between**

**INTERNATIONAL UNION OF POLICE  
ASSOCIATIONS  
(IUPA)**

**and**

**THE MEDICAL UNIVERSITY OF OHIO  
LOCAL 39**

**July 1, 2006 – December 31, 2007**

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**ARTICLE 1**  
**AGREEMENT**

- 1.1 This document is a contractual agreement (“Agreement”) entered into this 1<sup>st</sup> day of July, 2006 between the Medical University of Ohio, as Employer (“MEDICAL UNIVERSITY OF OHIO”), subject to approval by the MEDICAL UNIVERSITY OF OHIO Board of Trustees, and the International Union of Police Associations, AFL-CIO (“the Union”), to establish the bargaining unit employees’ wages, hours, terms and conditions of employment.
- 1.2 The wages, hours, terms, and conditions of employment in this Agreement supersede any Ohio laws, including all specifications under those laws. Specifications in Ohio laws that are not specifically written into this Agreement shall not append its terms.
- 1.3 If any part of this Agreement is rendered illegal by state or federal legislation or by a court of competent jurisdiction, it shall be considered void, but the remainder of the Agreement shall remain effective. That portion of the Agreement considered void shall be negotiated by the parties.

**ARTICLE 2**  
**RECOGNITION**

- 2.1 MEDICAL UNIVERSITY OF OHIO recognizes the Union as the exclusive certified bargaining representative of Police Officer 1 and Part-time Police Officer 1 (20 hours per week) (“police officers”) (SERB Certification 97-REP-12-0330) (referred to collectively as “the bargaining unit”). The Union’s status as exclusive representative relieves MEDICAL UNIVERSITY OF OHIO of any obligations to allow the participation of any bargaining unit member’s private attorney or private representative in any matter concerning negotiations, grievances, a violation of this Agreement, or any other matter where the legal right to representation exists.
- 2.2 The Union agrees to represent all bargaining unit members fairly and equally. Any one of the Union’s designated representatives shall be deemed equally qualified and capable of representing a bargaining unit employee.
- 2.3 MEDICAL UNIVERSITY OF OHIO’s recognition of the classifications in this Article as a bargaining unit does not limit MEDICAL UNIVERSITY OF OHIO’s right to add or eliminate bargaining unit positions or to add job duties to those positions.
- 2.4 The provisions of this Agreement shall be applied equally to all employees without discrimination as to age (over 40), sex, race, color, creed, handicap, disability, national origin, ancestry, political affiliation, or union activity. Any and all claims of discrimination by employees subject to the terms of this Agreement shall be resolved by the grievance procedure as set forth elsewhere in the Agreement.

- 2.5 If a disagreement arises between MEDICAL UNIVERSITY OF OHIO and the Union as to whether a position belongs in the bargaining unit, the parties will discuss the issue. If the parties are unable to reach agreement on the issue, they shall file a petition with SERB requesting a unit clarification determination. This section establishes mutual consent under O.A.C. Section 4117-5-01.
- 2.6 If an employee is transferred or promoted to a position outside the bargaining unit, then union dues deduction from the employee shall cease.
- 2.7 The Union agrees to indemnify and hold the Employer harmless with respect to any claim or determination that the provisions of this article violate any federal or state law.

If the IUPA elects to obtain Fair Share Fee through a sustained membership of 50% for a period of six months, then a vote will be taken, and if 50% of the bargaining unit members vote in favor of the Fair Share Fee, MEDICAL UNIVERSITY OF OHIO shall automatically grant Fair Share Fee.

### **ARTICLE 3**

#### **WAIVER OF NEGOTIATIONS**

- 3.1 The Union acknowledges that it had the unlimited opportunity to negotiate with respect to any legal subject of bargaining. The Union therefore waives the right to bargain over any legal subject of bargaining during the life of this Agreement.

### **ARTICLE 4**

#### **TOTAL INTEGRATION**

- 4.1 This Agreement represents the entire scope of MEDICAL UNIVERSITY OF OHIO's negotiated agreement with respect to wages, hours, terms and conditions of employment. This agreement supercedes and nullifies prior, existing, or contemporaneous oral or written agreements, understandings, or practices between the parties.
- 4.2 The parties intent is that the International Union of Police Associations Local 39 merge with the University of Toledo Police Patrolman's Association on or before July 8, 2007. If the unions are not joined by that date, the equity adjustment per appendix A will be delayed provided they are merged by December 31, 2007. If merged on or before December 31, 2007 but after July 8, 2007, the market adjustment will be retroactivated to the first pay period following the merger date. This agreement will remain in effect through the expiration of this collective bargaining agreement until a new merger successor agreement is negotiated, if applicable.

- 4.3 The parties agree that it is in the organization's best interest to merge the two unions in order to maximize the workforces, streamline procedures/processes, and to enhance service to our customers and the communities we serve.
- 4.4 The parties understand that if this does not occur, negotiations will progress with the two separate unions and wages, hours and terms and conditions of employment will be commensurate with the separate unions job responsibilities which may be significantly different between the locals.

**ARTICLE 5**

**NO STRIKES**

- 5.1 The Union and its members agree that they will not engage in, initiate, authorize, sanction, ratify, sympathize, support or participate in any strike or concerted activity affecting MEDICAL UNIVERSITY OF OHIO, including refusals to perform voluntary assignments. The Union shall promptly take all reasonable actions to prevent and to end any such concerted activity. Bargaining unit members engaging in a strike as defined herein may be disciplined up to, and including, discharge.
- 5.2 The Union and its bargaining unit members shall perform their duties in good faith.
- 5.3 MEDICAL UNIVERSITY OF OHIO shall not lock out employees.

**ARTICLE 6**

**MANAGEMENT RIGHTS**

- 6.1 The Union recognizes MEDICAL UNIVERSITY OF OHIO as the body of authority solely vested with the right to run the police department. MEDICAL UNIVERSITY OF OHIO shall have the right to take any action it considers necessary and proper to effectuate any management policy, express or implied. Nothing in this Article shall be construed to restrict or to limit any management authority. MEDICAL UNIVERSITY OF OHIO has no duty to bargain over its management rights, its management decisions, or the effects of those rights or decisions.
- 6.2 Except as limited by the express terms of this Agreement, MEDICAL UNIVERSITY OF OHIO's management rights include, but are not limited to, the right:
  - to manage and direct officers, including the right to hire, select, train, promote, transfer, assign, evaluate, retrain, layoff, and recall officers; to discipline officers for just cause; to manage and determine the location, type and number of physical facilities, type of equipment, programs and the work to be performed; to determine the department's goals, objectives, programs and services, and to utilize personnel in a manner determined by MEDICAL UNIVERSITY OF OHIO

to effectively and efficiently meet those purposes; to determine the size and composition of the work force and each department's organizational structure; to introduce technology and other modern methods; to promulgate and enforce work rules, policies and procedures; to determine the hours of work and work schedules; to determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained; to determine overtime, the amount of overtime required; to determine the department's budget and uses thereof; to maintain the security of records and other pertinent information; and to exercise all management rights outlined in O.R.C. § 4117.08(C)(1)-(9).

- 6.3 MEDICAL UNIVERSITY OF OHIO reserves to itself all other management rights not expressly listed in this Agreement.

## **ARTICLE 7**

### **PROBATION**

- 7.1 Newly hired employees must complete a 365-calendar day probationary period.
- 7.2 Newly hired probationary employees shall be employed at MEDICAL UNIVERSITY OF OHIO's discretion until the completion of their probationary period. A newly hired probationary officer's seniority is calculated from his original date of hire after he successfully completes his probationary period.
- 7.3 Newly hired probationary employees may be dismissed for any legal reason and at any time prior to the completion of the probationary period and such action shall not be grievable under the terms of this Agreement or otherwise subject to challenge under any legal or other dispute resolution procedure.

## **ARTICLE 8**

### **SUBCONTRACTING**

- 8.1 If the Employer decides to subcontract out any work currently being performed on a regular and recurring basis by members of the bargaining unit, which would result in a reduction in the work force, then in such event MEDICAL UNIVERSITY OF OHIO agrees to notify the IUPA thirty (30) days in advance of entering into a subcontract. MEDICAL UNIVERSITY OF OHIO will meet with the IUPA within the thirty (30) day period to discuss the issue with the IUPA, and particularly whether or not the work can be performed by the bargaining unit employees at an equal or lower cost than the subcontracting. Although MEDICAL UNIVERSITY OF OHIO agrees to meet with the IUPA and to discuss the subcontracting out of work, nevertheless IUPA shall not have the right to veto MEDICAL UNIVERSITY OF OHIO's ultimate decision on the issue.

- 8.2 In addition, for the duration of this Agreement, the College agrees to maintain no fewer than five (5) full-time OPOTA certified officers, and the equivalent of 6 FTO.

## **ARTICLE 9**

### **WORK RULES**

- 9.1 MEDICAL UNIVERSITY OF OHIO has the right to promulgate work rules and directives to regulate the conduct of the police department, including off-duty conduct with a nexus to the officer's job. MEDICAL UNIVERSITY OF OHIO agrees to notify the Union prior to implementing any written work rules. Copies of work rules will be furnished to the Union.
- 9.2 Upon receiving a copy of a work rule, the Union has fourteen (14) calendar days to provide written notice as to whether it believes the work rule violates the terms of this Agreement. If MEDICAL UNIVERSITY OF OHIO does not receive written notice within that fourteen- (14) day period, the work rule is considered consistent with the terms of this Agreement. (The 14 days does not apply if an emergency exists).
- 9.3 Disagreements as to whether a work rule violates this Agreement shall be discussed between the parties. If no resolution of the issue occurs, MEDICAL UNIVERSITY OF OHIO may implement the work rule and the Union may challenge the rule through the grievance procedure.

## **ARTICLE 10**

### **CORRECTIVE ACTION**

- 10.1 MEDICAL UNIVERSITY OF OHIO shall not issue corrective action against a non-probationary employee without just cause.
- 10.2 Administering corrective action is a management right. MEDICAL UNIVERSITY OF OHIO's decision to administer a certain level of corrective action for a given offense is not to be relied on by employees as a binding practice applied to every similar circumstance. MEDICAL UNIVERSITY OF OHIO reserves the right to publish typical examples of prohibited conduct.
- 10.3 An employee may be subject to corrective action for reasons including, but not limited to, incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, or any failure of good behavior, or any other acts of misfeasance in office, use of alcohol or abuse of drugs while on duty, or for other just cause.
- 10.4 Corrective action is cumulative. Any written form of corrective action for any matter is considered in determining a greater level of corrective action for any subsequent offenses.

- 10.5 No oral corrective action exists. Employees shall not rely on any oral warnings as a first step in the corrective action process.
- 10.6 Corrective action normally shall be done in a professional manner under the circumstances, so as not to cause public embarrassment to the employee. An employee may have a union representative present when corrective action is taken if the employee desires. An employee may provide written comments in his file about any discipline rendered against him.
- 10.7 MEDICAL UNIVERSITY OF OHIO will administer a system of corrective action based on its assessment of the circumstances. Corrective action may include: (1) written warning; (2) written reprimand; (3) suspension; (4) demotion and (5) termination.
- 10.8 With respect to correction action under this Article, only suspensions, demotions, disciplinary reassignments, and discharges are arbitrable.
- 10.9 An officer shall cooperate in any department investigation of grounds for his corrective action in Section 3 above. If an officer refuses to answer questions during an investigation, the department shall issue corrective action based on its facts and its perception of the circumstances, and the inferences that can be drawn from them. After a proper order and warning, the officer may also be subject to corrective action for insubordination for refusing to answer questions.
- 10.10 Before MEDICAL UNIVERSITY OF OHIO issues a suspension, demotion, or termination, the employee will be given a personal opportunity to informally present a statement about the facts and circumstances of the proposed corrective action. MEDICAL UNIVERSITY OF OHIO will notify the employee or the Union representative of the time, date, and place where the meeting shall occur. If an emergency arises, such as an accident, death, or similar situation, the meeting shall be rescheduled upon proof of the incident. The employee will have waived the opportunity to make a statement about the proposed corrective action if the employee fails to attend or waives the meeting.
- 10.11 When an officer is under formal department investigation for criminal charges, he shall have the right to refuse to answer questions he believes may incriminate him. If an officer invokes his 5<sup>th</sup> Amendment right not to answer a question in a criminal investigation, the department may order him to answer the questions, but only after he has been provided *Garrity* assurances that the information will not be used in a criminal action against him. An officer's refusal to answer questions after he has been given *Garrity* rights is grounds for corrective action for insubordination.
- 10.12 The department investigations in Sections 9 and 11 shall be tape recorded, with a copy provided to the Union upon its request.
- 10.13 During a preliminary investigation, which is intended to gather facts for potential corrective action under Section 3 or for criminal conduct under Section 11, the employee

shall not be allowed union representation. At the point in time in the preliminary investigation when the department believes grounds may exist for corrective action or charges of criminal conduct, the employee shall be so informed and shall have the right to union representation.

10.14 Records of corrective action shall be removed from an employee's file as follows:

<u>Corrective Action</u>	<u>Time Limit</u>
1. Written warning	1 year
2. Written reprimand	1 year
3. Suspension of 3 days or less	18 months
4. Suspension of more than 3 days or demotion	3 years
5. Termination	Permanent

10.15 Notwithstanding Section 14 above, any employee's corrective action for harassment or violence shall be maintained in the employee's personnel file for three years. In addition, warnings, reprimands or suspensions of less than three days for harassment or violence can be used as an additional basis for corrective action after one year if the employee engages in the same or related conduct.

## **ARTICLE 11**

### **EMPLOYEE'S BILL OF RIGHTS**

11.1 An employee has the right to the presence of counsel and/or a representative of his recognized bargaining unit and the right of cross-examination of all witnesses when appearing before an arbitrator.

11.2 Before an employee may be charged with any violation of the Department Rules and Regulations for a refusal to answer or participate in an investigation, he shall be advised that his refusal to answer questions, or participate in such investigation, may be made the basis of such a charge.

11.3 Any investigation, questioning or interview of an employee shall be conducted at a reasonable hour, preferably while the employee is working. Interrogation sessions shall be for reasonable periods of time, and breaks shall be allowed during the questioning for rest periods or for other physical necessities.

11.4 The employee shall be informed of the nature of the investigation prior to any questioning.

11.5 When a single anonymous complaint is made against an employee and no corroborative evidence exists of any kind, the employee accused shall not be required to submit to interrogation or make a report.

11.6 The Department may divulge that a particular officer is under investigation, but may not release any additional information until the investigation is completed and the employee

is either cleared or charged. Prompt notice must be provided to the Union when the Department divulges that an officer is under investigation.

- 11.7 An employee who has been charged with a violation of any departmental policies, of Rules and Regulations, shall upon request be provided the opportunity to inspect any evidence supporting the department's claim. Review of such evidence shall occur during the predisciplinary conference.
- 11.8 In the course of a polygraph examination, or any other scientific means to determine the employee's truthfulness, the procedure will be administered only with the consent of the officer under investigation. If in the course of an investigation an employee has been given a polygraph examination, such examination shall not be used in any subsequent criminal court action.
- 11.9 Any employee brought in for an interview has the right upon request to have present an attorney/Union representative. Any information divulged at said interview shall remain confidential until the matter in question is settled.
- 11.10 Investigations of employee misconduct shall be conducted and concluded within a reasonable period of time under the circumstances.
- 11.11 Violations of this Article are subject to the grievance procedure.

**ARTICLE 12**  
**GRIEVANCE PROCEDURE**

Grievances shall be resolved according to the procedures outlined below.

<i><b>GRIEVANCE EVENT ACTUALLY OCCURS</b></i>	
Informal Step	<ul style="list-style-type: none"> <li>• Discussion with immediate supervisor and verbal answer within two (2) days after discussion.</li> </ul>
Step 1: Immediate Supervisor  <b>Ten (10) day filing deadline.</b>	<ul style="list-style-type: none"> <li>• Written grievance filed with immediate supervisor within seven (7) days after immediate supervisor's Informal Step answer, but no longer than ten (10) days total from when the grievance event actually occurred.</li> <li>• Immediate supervisor investigates grievance and provides written response within five (5) days of receiving the grievance.</li> </ul>

<b><i>GRIEVANCE EVENT ACTUALLY OCCURS</i></b>	
<p>Step 2: Chief</p> <p><b>Seven (7) day filing deadline.</b></p>	<ul style="list-style-type: none"> <li>• Grievance filed with the Chief within five (5) days after immediate supervisor's Step 1 response.</li> <li>• Chief must schedule meeting with grievant, consider merits of grievance, and provide written final answer within ten (10) days after receiving the officer's grievance from Step 1.</li> </ul>
<p>Step 3: Human Resources</p> <p><b>Seven (7) day filing deadline.</b></p>	<ul style="list-style-type: none"> <li>• Grievance filed with Human Resources Department within five (5) days of receiving the Chief's answer at Step 2.</li> <li>• Human Resources reviews grievance claim and, if necessary, consults with the Chief, the immediate supervisor, or the grievant to review the merits of the grievance and MEDICAL UNIVERSITY OF OHIO's answer to the claim. Answer provided to the grievant within ten (10) days of receiving the grievance at Step 3.</li> </ul>
<p>Step 4: Arbitration</p> <p><b>Twenty-one (21) day filing deadline.</b></p>	<ul style="list-style-type: none"> <li>• Demand for arbitration submitted to the Chief within twenty-one (21) days after Human Resources' answer at Step 3.</li> <li>• Parties select arbitrator from panel listed under Arbitration Procedure.</li> <li>• Hearing date must be established within fourteen (14) days after the arbitrator has accepted the appointment.</li> </ul>

### Definitions

12.1 The term "grievance" shall mean an allegation by an officer or the Union that a breach, misinterpretation, or improper application of this Agreement has occurred.

### Grievance Procedure Rules

12.2 All written grievances shall contain the following information:

- a) aggrieved officer's name and signature;
- b) aggrieved officer's classification;
- c) date grievance was first discussed;
- d) name of supervisor with whom grievance was discussed;
- e) date grievance was filed in writing;
- f) date and time grievance occurred;
- g) where grievance occurred;

- h) description of incident giving rise to the grievance;
- i) articles and sections of Agreement violated; and
- j) resolution requested.

The Union shall have the responsibility for the duplication, distribution, and accounting of the grievance forms.

- 12.3 Any grievance not answered by MEDICAL UNIVERSITY OF OHIO within the stipulated time limits above may be advanced to the next step in the grievance procedure automatically. A grievance not submitted by the Union within the stipulated time limits above shall be considered withdrawn.

All time limits on grievances or steps in the procedure may be waived upon mutual written consent of the parties.

- 12.4 When an officer covered by this Agreement represents himself in a grievance without Union representation, no grievance settlement shall conflict with any provision of this Agreement. The absence or unavailability of the Union representative shall not delay the processing of the grievance.

#### Arbitration Procedure

- 12.5 The parties hereby establish a panel of the following five arbitrators:

- a) Dr. David M. Pincus
- b) Hyman Cohen
- c) #3
- d) #4
- e) #5

The employer has first selection for an arbitrator, then the union and alternate thereafter. The arbitrator shall be notified as soon as possible of his selection and a hearing shall be held within forty-five (45) days of the arbitrator's confirmation that he has accepted the appointment as arbitrator. Once selected, the arbitrator shall not be eligible to hear another case until the panel is exhausted.

#### Arbitration Rules

- 12.6 The first question to be placed before the arbitrator may be whether or not the alleged grievance is related to matters specifically covered by the Agreement, or whether the procedural requirements of this Article have been satisfied. If the grievance is not arbitrable, the grievance will be considered concluded at that point and all arbitration fees and costs will be paid by the Union. If the arbitrator determines that the grievance is timely and is within his jurisdiction, the grievance will be heard on its merits before the same arbitrator in the same hearing.

The arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of the specific Articles of this Agreement, and he shall be without power or authority to:

- a) make any decisions contrary to or inconsistent with or modifying or varying in any way the terms of this Agreement;
- b) make any decisions granting any right or relief or any alleged grievance occurring at any time other than the contract period in which such right originated; and
- c) make any decisions concerning the establishment of wage scales.

12.7 The decision of the arbitrator made within his jurisdiction shall be final and binding on the parties.

12.8 The costs of the services of the arbitrator, the costs of any proofs produced at the direction of the arbitrator, the fee of the arbitrator and the rent, if any, for the hearing room shall be split by the parties. The fees of the court reporter, if any, shall be paid by the party requesting the reporter. The appearance fees and transcript shall be split equally if both parties desire a reporter or request a copy of any transcript. If one party cancels the arbitration and a cancellation fee occurs, that party pays the fee. On-duty witnesses shall continue to receive their normal pay.

## **ARTICLE 13**

### **SENIORITY**

13.1 Seniority for the purpose of layoff or promotion shall be defined as an employee's uninterrupted length of continuous full-time employment with the MEDICAL UNIVERSITY OF OHIO police department (including MEDICAL UNIVERSITY OF OHIO's predecessor). Seniority for purposes of vacation selection shall be defined as uninterrupted continuous service with MEDICAL UNIVERSITY OF OHIO. A probationary employee shall have no seniority until he satisfactorily completes the probationary period. After the probationary period is completed, the probationary time will be added to his total length of continuous service.

13.2 An employee's seniority shall end when one (1) or more of the following occurs:

- a) Discharge for cause;
- b) Resignation;
- c) Layoff for a period exceeding two years;
- d) Retirement;
- e) Failure to report to work for three or more working days;
- f) Failure to report to work within five (5) working days from the date MEDICAL UNIVERSITY OF OHIO sends the officer a recall notice by regular and certified mail.

- 13.3 If two (2) or more employees are hired or appointed on the same date, seniority shall be determined by the last four digits of their social security number, the highest number being most senior.
- 13.4 Employees who were employed on a part-time basis and become full-time employees shall be granted seniority on a pro-rata basis for the time served as a part-time employee.
- 13.5 Employees who exhaust all paid and unpaid leave and who, after a total absence of one year, cannot return to perform the essential functions of their job, with or without a reasonable accommodation, shall be separated from employment.

## **ARTICLE 14**

### **VACANCIES**

#### Definition

- 14.1 A vacancy is a job opening that MEDICAL UNIVERSITY OF OHIO decides to post and fill on a permanent basis after transfers and reassignments have been considered or implemented. A job opening on a shift that is filled by promotion is not a vacancy.

#### Qualifications

- 14.2 The Chief decides whether candidates are qualified to fill vacancies. He shall consider a candidate's skill, qualifications, experience, potential, and, if current employees are candidates, total years of continuous service and overall job record.

#### Posting

- 14.3 The department shall post a vacancy notice that contains at least (a) the job title; (b) the general job duties and responsibilities; (c) the minimum qualifications necessary to be considered for the job; and (d) whether a test will be administered for the job. The department may also advertise the position in the newspaper and with employment agencies. The job posting shall be for no longer than seven (7) working days, including the first working day of the posting. An officer must submit his written request to the shift supervisor during the posting period, or he has waived his right to be considered eligible as a candidate.

#### Selection

- 14.4 The Chief shall select the candidate he deems most qualified based on the factors outlined above under the section entitled "Qualifications." An officer who meets the minimum qualifications to be considered for a vacancy is not automatically entitled to fill the vacancy. Vacancies are awarded to the candidate the Chief believes is the most qualified for the job. Where the Chief considers an outside candidate equally qualified as an internal candidate, the internal candidate shall be awarded the vacancy.

### Probation

- 14.5 Employees laid off for one (1) year or more and employees hired to fill a vacancy in a classification other than the one from which they were laid off shall serve up to a sixty (60) day probationary period, but are subject to the just cause provision of this contract. Employees laid off for greater than one (1) year are considered new hires.
- 14.6 All new hires serve a one- (1) year probationary period. They may be terminated during this one (1) year period without cause and without any right of appeal to arbitration, lawsuit in court, administrative appeal, or any other legal method of dispute resolution.
- 14.7 Current employees filling vacancies in new classifications, or who are promoted into a new job, shall serve a one hundred eighty (180) day probationary period, but are subject to the just cause provision of this contract. They may be returned to their old job before the end of their probationary period if their performance does not meet the Chief's expectations in the new position. They may also voluntarily request to return to their former position.

## **ARTICLE 15**

### **TRANSFERS AND ASSIGNMENTS**

- 15.1 A transfer is a permanent assignment from one shift to another shift. The Chief determines all transfers. A transfer to a vacancy is not considered filling a vacancy. An involuntary transfer shall not exceed two (2) months.
- 15.2 Transferred officers shall be paid the rate of the transferred position, but no less than their old rate of pay.
- 15.3 An assignment is an order to perform work, including temporary assignments to another shift. The Chief determines all assignments. A temporary assignment to a vacancy is not considered filling a vacancy. Temporary assignments shall not exceed two (2) months.

## **ARTICLE 16**

### **WORKING OUT OF CLASSIFICATION**

- 16.1 If an employee is assigned to temporarily take over the duties of a sergeant or above for a continuous period of at least four (4) hours on a shift because the incumbent in the higher level position will be unable to fulfill those duties due to vacation, illness, leave of absence, or other good reason, the employee's pay will be established at the higher of the minimum base rate of the higher position or at a rate that is at least seven percent (7%) above the employee's current base for the period the employee occupies the position.

## **ARTICLE 17**

### **CALL BACK PAY AND ADMINISTRATIVE LEAVE**

- 17.1 When an employee is required to return to work after the end of regular work hours, the employee shall be paid a minimum of three (3) hours' pay at the overtime rate. An employee called back to work shall not be eligible to receive additional call-back pay if called back again within one (1) hour after clocking out. There will be no maximum on the number of callback pays.
- 17.2 The callback provision in Section 15.1 shall not apply when an employee continues to work after the regular work schedule, or when an employee is called into work early and continues to work into the regular work shift.
- 17.3 When employees are called back to work on an emergency, and said employees perform services which would prohibit them from having ten (10) hours off prior to the beginning of their next regularly scheduled shift, employees may request permission from their supervisor to use administrative leave in one hour or more blocks. After having ten (10) hours off, the employee may be required to report to his regularly scheduled shift. The Employer agrees to provide twenty-four (24) hours of administrative leave per calendar year for employees in the bargaining unit. Requests by employees shall not be unreasonably denied.

## **ARTICLE 18**

### **HOURS OF WORK AND OVERTIME**

- 18.1 The normal standard workweek for all regular full-time bargaining unit employees shall be forty (40) hours within a seven- (7) day work period. A standard work day shall be eight (8) hours, including a thirty (30) minute meal period, except such meal period may not occur if operational needs require employees to skip their meal. Employees will be given reasonable notice of changes in their schedule.

Employees who are required to work more than forty (40) hours in a payroll week beginning 12:00 a.m. Sunday to 11:59 p.m. the following Saturday shall be compensated at one and one-half (1½) times their regular rate of pay except for sick time used. The department schedules and approves all overtime. Overtime is not guaranteed. Sick time used will not be counted in the calculation of weekly overtime.

- 18.2 The Employer shall develop a mandatory overtime list of all employees who volunteer to be called in for mandatory overtime. The list shall be submitted to employees during the first week of January each calendar year and shall be finalized by January 15<sup>th</sup> of each calendar year. All employees who submit their names on the list shall be considered responsible for mandatory overtime assignments. The list shall be arranged in rank order of seniority.

The mandatory overtime assignment list shall be updated the first week of June each calendar year. Those employees who wish to add their names to the list or who wish to withdraw their names from the list shall do so before June 15<sup>th</sup> of that calendar year. The June 15<sup>th</sup> mandatory overtime list shall be in effect until the end of the calendar year and then will be superceded by the January mandatory overtime list prepared for the subsequent calendar year and so forth.

When mandatory overtime is necessary, the department shall first ask for qualified volunteers from those employees who are on the shift where the mandatory overtime is necessary. If no qualified volunteers exist, the department shall then call the employees on the mandatory call-in list. Employees contacted on the mandatory call-in list are required to report to work. If direct personal contact cannot be made with the person on the call-in list, the next person on the list shall be called. Persons on the call-in list who cannot be contacted three times between the publication of call-in lists (January - June; June - December) shall automatically be taken off the list.

If no qualified volunteers exist, and the department cannot contact any of the employees on the call-in list, then the least senior person on the shift where the mandatory overtime is needed shall be assigned the mandatory overtime.

The College shall be limited to assigning 152 hours of mandatory overtime to each officer annually. Voluntary overtime does not count toward the 152 hours of annual mandatory overtime threshold.

## **ARTICLE 19**

### **COMPENSATORY TIME**

- 19.1 Employees entitled to receive overtime or premium pay shall be entitled to accrue those hours as compensatory time up to eighty (80) hours. Any compensatory time accrued in excess of eighty (80) hours will be paid out as it is earned. Employees who wish to be on the accrual system shall execute a form drafted by MEDICAL UNIVERSITY OF OHIO.

## **ARTICLE 20**

### **LAYOFFS AND RECALLS**

- 20.1 Layoffs, abolishments and recalls shall be conducted solely in accordance with this Article. A layoff is a decision to reduce the present number of officers in their existing job classifications because of lack of work, lack of funds, or other legitimate reasons based on operational needs. An abolishment is a permanent elimination of a position for the same reasons as a layoff.

Job reassignments and other temporary actions are not layoffs. A layoff becomes effective at the end of the working day named in the written layoff notice. An officer's seniority becomes frozen at the time the layoff becomes effective. A laid off officer shall be given reasonable notice prior to being laid off.

20.2 MEDICAL UNIVERSITY OF OHIO will use the following procedure when it decides to layoff any officer:

- a) Newly hired probationary officers are laid off first.
- b) Full-time officers shall be laid off next in accordance with their least number of years of seniority. Prior to layoff, however, they shall be offered part-time work, if available. If they refuse part-time work, they shall be laid off.

20.3 MEDICAL UNIVERSITY OF OHIO shall provide notice of recall to laid off officers by registered mail at their last known address. Recall rights are lost if the officer fails to accept the offered job within five (5) days from the recall notice (attempt of service). The officer must provide MEDICAL UNIVERSITY OF OHIO with his most current address. If the officer is on vacation or otherwise not immediately available, he must notify MEDICAL UNIVERSITY OF OHIO of where he can receive the recall notice.

## **ARTICLE 21**

### **SICK LEAVE**

21.1 Each full-time officer shall be entitled for each completed eighty (80) hours of service, sick leave of four and six-tenths (4.6) hours based on the officer's regular hourly wage. Part-time officers accrue sick leave on a pro rata basis. Unused sick leave shall be cumulative without limit. Any sick leave used for purposes that are FMLA qualifying shall be credited against any unpaid time available under the FMLA.

21.2 Officers may use sick leave for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other officers, and for illness, injury or death in the officer's immediate family. For purposes of this Article, immediate family is defined as parent, mother and father-in-law, sister, brother, spouse, child, or stepchild.

21.3 Officers unable to report for any of the reasons in Section 2 must report their anticipated absence to the dispatcher one (1) hour before the start of their watch on the first day of absence and each succeeding day of absence, unless other arrangements are authorized by the supervisor. Upon reporting, officers shall give the phone number and address of the place of convalescence. Officers who fail to provide the required one (1) hour notice will not be paid for the time off.

Sick leave time off is for recuperation from illness or activity directly related to recuperation, e.g., purchase of medicine, or doctor's visits, during an officer's normal working hours. This means sick leave abuse will be analyzed based on an officer's conduct during his normal working hours while on sick leave.

21.4 When sick leave is used, it shall be deducted from the officer's credit on the basis of one (1) hour for every one (1) hour of absence from previously scheduled work.

- 21.5 All officers who are absent for three (3) or more consecutive days must submit a statement from a licensed physician concerning their illness (or illness of those being cared for). Any abuse or patterned use of sick leave may be just and sufficient cause for disciplinary action. MEDICAL UNIVERSITY OF OHIO may require a physician's verification for each occurrence of sick leave of officers who have established a patterned use or abuse of sick leave. Patterned use or abuse of sick leave includes using sick leave before or after weekends, before or after holidays, before or after normal days off, on certain days of the week, in an excessive number of individual sick days off within a minimum of a six-month period, or in a manner inconsistent with the right for sick leave, e.g., personal reasons during the time the officer would have been scheduled to work.

## **ARTICLE 22**

### **INJURY LEAVE**

- 22.1 Employees who are injured or disabled while in the performance of their duties, under such circumstances as would cause such injury or disability to be compensable under the Bureau of Workers' Compensation laws of the State of Ohio, may elect to be carried on the regular payroll (to the limit of their accumulated sick leave not to exceed forty-five (45) days for the period of disability provided the extent of the injury or disability, as certified by a licensed physician, prevents such employees from performing their normally assigned duties).
- 22.2 The extent of this disability shall not exceed forty-five (45) scheduled workdays. If forty-five (45) scheduled workdays of injury leave are used, the employee must receive Workers' Compensation Benefits. In all cases, employees will accumulate seniority for up to one (1) year from the date of disability. Once employees are under Workers' Compensation Benefits, they do not earn vacation or sick leave; however, they will be carried on hospitalization for up to one (1) year from the date of disability. However, for that period of time when employees are carried on the regular payroll, such employees will accrue sick leave and vacation time.
- 22.3 In the event the Bureau of Workers' Compensation should approve the claim of injury as having been sustained in the course of, and arising out of employment, the employee may request all such sick leave (up to 45 days) charged after the qualifying injury to be recredited to the employee's sick leave balance.
- 22.4 Holidays which occur during the time the employee is carried on the regular payroll shall be compensated as a holiday and not charged to injury leave.
- 22.5 Employees who return to work prior to the expiration of the forty-five (45) calendar day period, provided herein, and then are disabled at a later date due to the same injury, may use the unused portion of the forty-five (45) calendar days and thereafter follow the procedure outlined in the Article.

## **ARTICLE 23**

### **FUNERAL LEAVE**

23.1 Each full-time employee or regular part-time employee who is absent from work due to a death in the employee's immediate family, defined as spouse, parents, children, step-children, grandparents, siblings, grandchildren, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, or a legal guardian or person who stands in the place of a parent, shall be granted three (3) working days off from sick leave with no loss of pay or benefits to be used exclusively to make funeral arrangements and to attend the funeral. If a funeral occurs over 120 miles from Toledo, an additional two (2) working days off from sick leave may be granted.

If sufficient sick leave is not available, the Employer may grant the employee a leave of absence without pay.

23.2 One (1) working day off from sick leave shall be granted for aunts and uncles with no loss of pay or benefits.

23.3 The Employer may request proof before approving payments for funeral leave.

## **ARTICLE 24**

### **FAMILY MEDICAL LEAVE ACT**

The College and the Union agree to incorporate the Family and Medical Leave Act ("FMLA") into the collective bargaining agreement. The FMLA does not invalidate any provision of the collective bargaining agreement.

24.1 Types of FMLA leave. Eligible bargaining unit officers so electing shall, upon written request or with verbal notification if written request is not practical, be granted an FMLA leave of absence without pay for up to, but no more than twelve (12) weeks, for the following reasons:

- a) birth of a son or daughter and in order to care for such son or daughter within 12 months of birth (birth leave);
- b) the placement of a son or daughter for adoption or foster care within 12 months of birth (placement leave);
- c) care of a spouse, son, daughter, or parent, if such individual has a "serious health condition" (family health leave);
- d) the officer's own "serious health condition" which makes the officer unable to perform the functions of his/her position (officer health leave).

24.2 Definition of “serious health condition”. A “serious health condition” is defined as an illness, injury, or physical or mental condition that involves one of the following:

- a) in-patient care in a hospital, hospice or residential care facility of at least one (1) night;
- b) one’s absence from work, school or regular daily activities for more than three (3) calendar days and which involves continuing treatment by (or under the supervision of) a health care provider;
- c) continuing treatment by (or under the supervision of) a health care provider for a chronic or long-term health condition (such as cancer) that is incurable or so serious that, if treated, would likely result in a period of incapacity of more than three (3) calendar days even if the person is not necessarily being actively treated by a health care provider; or
- d) prenatal care.

24.3 Request for Leave. Request for FMLA leave must be submitted in writing to the officer’s immediate supervisor at least thirty (30) days before the leave is scheduled to begin, or as soon as it is practicable if the need for leave is not foreseeable.

24.4 Eligibility. Officers who have completed twelve (12) months of service with the College which need not be consecutive and have completed at least 1250 hours of service during the previous twelve (12) month period shall be eligible for FMLA leave.

24.5 Designating FMLA Leave. Officers requesting an FMLA leave must first use accrued paid leave benefits, if available, such as vacation, personal leave, and sick leave. The accrued paid benefits will be deducted from the FMLA twelve-week entitlement. The unpaid FMLA leave will only become effective after all applicable paid benefits have been exhausted.

24.6 Intermittent/Reduced Leave Schedule. FMLA leave may be taken intermittently or on a reduced leave schedule under the following circumstances:

- a) to care for a sick family member when medically necessary;
- b) for an officer’s own serious illness when medically necessary;
- c) for a birth or placement of a child for adoption or foster care within twelve (12) months of birth with the approval of the College.

“Intermittent leave” is taken in separate blocks of time due to a single illness or injury (i.e., leave for medical appointments, physical therapy, chemotherapy, etc.) spread over a period of time. “Reduced leave schedule” is a leave schedule which reduces the usual number of hours per workweek or hours per day worked by the officer.

The College may temporarily transfer an officer on intermittent or reduced leave schedule to a vacant bargaining unit position for which the officer qualifies and at the equivalent pay, benefits, and terms and conditions of employment by mutual agreement of the College and the Union. Once the intermittent or reduced leave schedule has been completed, the officer must be transferred back to the same position that the officer held prior to taking the FMLA leave or to an equivalent position.

- 24.7 Return to Work. Any officer taking an unpaid FMLA leave of twelve (12) weeks or less shall, upon return from the leave, be restored to the position of employment held by the officer when the leave commenced, or to an equivalent bargaining unit position with the equivalent pay, benefits and other terms and conditions of employment. If the leave exceeds twelve (12) weeks, an attempt will be made to place the officer in the same position, but where this is not possible or practical, the officer will be offered another position for which the officer is qualified as soon as one is available.
- 24.8 Insurance. For the first twelve (12) weeks of unpaid FMLA leave, the College will continue to pay its portion of the costs of health and life insurance benefits and the officer will continue to pay her/his portion. After twelve (12) weeks, the officer is required to pay the full amount of the costs for continued coverage including the officer's shares and MEDICAL UNIVERSITY OF OHIO's share of the cost.
- 24.9 Certification. The College will require written certification, in a form substantially the same as U.S. Department of Labor Form W-H 380 (June 1993), by a health care provider of the need and purpose of the leave for a FMLA family or officer health care leave. The College has the right to require the officer to obtain the opinion of a second health care provider designated or approved by the College in the event the College has reason to doubt the validity of the written certification provided by the officer. The College will pay the costs associated with obtaining the second opinion. In a case in which the second opinion differs from the opinion in the original written certification, the College has the right to require that the officer obtain the opinion of a third health care provider mutually designated or approved by the College and the officer. The College will pay the costs associated with obtaining the third opinion. In that case, the opinion of the third health care provider shall be considered final and binding regarding whether the officer is FMLA eligible.
- 24.10 Rolling Backward Method for Leave Year. The 12-month leave period shall be determined by the "rolling backward" method. An officer's available FMLA leave is calculated by examining his leave history. Officers will be allowed the balance of their 12 week FMLA leave in the previous 12 months from their most recent request for leave.
- 24.11 Notice of Officer Rights. When an officer gives notice of the need for FMLA leave, the College shall provide the officer with a notice containing the following specific information:
- a) that the leave will be counted against the officer's annual FMLA leave entitlement;

- b) any requirement that the officer provide medical certification;
- c) that the officer must use applicable substitute accrued paid leave and have it considered FMLA leave;
- d) whether the officer will be required to make premium payments, and, if so, how must the payments be made;
- e) whether the officer will be required to present a fitness-for-duty certificate in order to be restored to employment;
- f) that the officer has the right to be restored to the same or an equivalent position upon return from FMLA leave;
- g) the officer's potential liability for the payment of health premiums paid during the officer's FMLA leave if the officer does not return to work after taking FMLA leave; and
- h) that the College may require officers on FMLA leave to report periodically, but not unreasonably, on their status and intent to return to work. If an officer provides an unequivocal notice of his/her intent not to return to work, the College's obligations under the FMLA to maintain health benefits (subject to COBRA requirements) and to restore the officer to his/her previous position cease.

24.12 Restrictions on Leave Where Spouses are Employed by the College. A husband and wife who are eligible for FMLA leave and are employed by the College are permitted to take only a combined total of twelve (12) weeks of leave during any 12-month period if the leave is taken: (1) for birth of a son or daughter or to care for the child after birth; (2) for placement; or (3) to care for a parent (but not a parent "in-law") with a serious health condition.

24.13 Time Sheet. Any absence approved for FMLA leave must be so indicated on the officer's Time Sheet in the appropriate paid or unpaid column.

## **ARTICLE 25**

### **HOLIDAYS AND PERSONAL DAYS**

25.1

All officers shall be paid their regular day's (eight [8] hours) pay for the following holidays:

New Year's Day	First Day in January
Martin Luther King Day	Third Monday in January
President's Day	(Float)

Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day

Last Monday in May  
Fourth Day in July  
First Monday in September  
(Float)  
Eleventh Day in November  
Fourth Thursday in November  
Twenty-fifth Day in December

25.2

If a recognized holiday occurs during an officer's vacation, that day is not charged as vacation use.

25.3

If an officer works on a holiday, he will be paid his eight (8) hours of holiday pay at his regular rate, plus time and one-half of his regular rate of pay for the hours actually worked that day. If an officer is called in to work a non-scheduled holiday, he shall be paid eight (8) hours' regular pay plus time and one-half for all hours actually worked. No pyramiding of overtime shall occur.

25.4

Officers shall receive three (3) days of personal leave from sick time.

25.5

Sick leave, holidays and vacation time are considered hours worked for overtime, except actual hours worked on a holiday.

**ARTICLE 26**  
**VACATIONS**

26.1

Each full-time officer shall earn and be entitled to paid vacation in accordance with the following schedule.

<u>Length of Service</u>	<u>Vacation Time</u>
Less than 1 year of service	No vacation
1 year of service but less than 8 years	.0388 times number of hours paid per year up to a maximum of 80 hours
8 years of service but	.0575 times number of hours paid per year

less than 15 years	up to a maximum of 120 hours
15 years of service but less than 25 years	.0775 times number of hours paid per year up to a maximum of 160 hours
25 or more years of service	.0963 times number of hours paid per year up to a maximum of 200 hours.

26.2

Officers do not accrue vacation benefits during their first year of employment. Upon completing their first year anniversary date, which shall be computed on the basis of twenty-six (26) biweekly pay periods, officers are entitled to up to two (2) weeks' vacation.

After completion of their first year anniversary date, officers accrue a portion of their annual vacation benefit each biweekly pay period as follows:

<u>Length of Service</u>	<u>Biweekly Accrual</u>
After one (1) year	Three and one-tenth hours
After eight (8) years	Four and six-tenths hours
After fifteen (15) years	Six and two-tenths hours
After twenty-five years	Seven and seven-tenths hours

26.3

The additional vacation time provided at the eight (8), fifteen (15), and twenty-five (25) year seniority intervals outlined in Section 2 is credited to an officer and is available for his use upon completion of the officer's anniversary date. Vacation time taken off is first deducted from vacation leave accrued during the current year and then from any approved vacation carryover.

26.4

Vacation time shall be taken at a time approved by the Chief or his designee. The approval shall not be unreasonably denied.

26.5

Any officer who resigns, is terminated, retires, or is separated from employment by MEDICAL UNIVERSITY OF OHIO because of a reduction in force will receive pay for his unused and accrued vacation time. In the case of resignation, officer shall give two (2) weeks' notice in writing to the Chief to be eligible for such payment.

26.6

Vacation time may be carried over from one (1) year to another without the express written authorization of the Chief, for up to a maximum of three (3) years.

## **ARTICLE 27**

### **JURY DUTY**

27.1

Employees who are subpoenaed for jury duty or for a court appearance by the United States, the State of Ohio, or any political subdivision and appears or performs such duty, such employees shall be compensated at their regular pay for the day for the hours they would have been scheduled to work. Employees will not be compensated for any time lost for appearing in any civil or criminal court proceedings wherein they are the plaintiff or the defendant unless their appearance is a result of their employment at MEDICAL UNIVERSITY OF OHIO.

27.2

In order to receive payment under this Article, employees must give the Employer notice that they have been summoned and must furnish satisfactory evidence of such performance.

## **ARTICLE 28**

### **PERSONNEL FILES**

28.1

There shall be just one (1) personnel file for each employee. An employee shall be allowed to review his personnel file upon written request. Any employee may obtain copies of documents that are subject to legal public disclosure.

28.2

If, upon examining his personnel file, an employee believes that there are inaccuracies in documents contained therein, he may write a memorandum to MEDICAL UNIVERSITY OF OHIO explaining the alleged inaccuracy. After the employee has dated and initialed the memorandum, the memorandum shall be placed in the personnel file and attached to the documents containing the alleged inaccuracy. The acknowledgment signature by the employee does not indicate concurrence or disagreement with the material in the personnel file.

## **ARTICLE 29**

### **OUTSIDE EMPLOYMENT**

29.1

Officers working off duty and performing safety, security, protection or other similar services shall provide the Chief with written verification that they are covered by liability and arrest insurance in their off duty employment. No officer can perform outside employment in uniform

or under color of the MEDICAL UNIVERSITY OF OHIO police department without the Chief's expressed written approval, which shall not be unreasonably withheld.

### **ARTICLE 30**

#### **LABOR/MANAGEMENT MEETINGS**

30.1

Once a month on a specified day and time during working hours the Chief of Police, Union Local President and Chief Steward shall meet to discuss pending problems to promote a more harmonious relationship between the Union and the Employer.

30.2

If there is no agenda for the scheduled meeting, said meeting may be canceled by mutual agreement of both parties.

30.3

Special Labor/Management meetings shall be held when requested by either party. When special Labor/Management meetings have been requested, they shall be convened as soon as feasible.

30.4

It is understood that any of the Labor/Management meetings may be attended by additional management representatives and Union officials. Union members, other than officials, may be present if the parties agree mutually prior to the meeting.

30.5

An agenda shall be furnished at least three (3) working days in advance of scheduled meetings. The Chief will prepare a written summary of matters discussed and will furnish same to the Union.

### **ARTICLE 31**

#### **EARLY LEARNING CENTER**

31.1

The Early Learning Center shall operate from monies derived from participating employees and the general public. The Employer shall allocate any additional monies necessary to provide adequate staffing and facilities within the constraints of the Institution operating budget for each fiscal year. The fee structure will be set by the Institution. Applications will be considered in the order in which they are received. Vacancies shall be first offered to employees, then to the general public.

31.2

The Early Learning Center shall be continued at its present level or improved for the duration of the Agreement unless a mutually satisfactory alternative is found.

**ARTICLE 32**

**UNION OFFICE**

32.1

The Employer shall provide IUPA Local 39 an area with reasonable access to place a four-drawer file cabinet and, upon request, a private area to conduct union business, if available.

**ARTICLE 33**

**PAYROLL**

33.1

There is normally an average of twenty-six (26) pay periods per fiscal year. All officers are normally paid every other Friday and are normally paid for a two- (2) week period. Payment shall be made by direct deposit to a financial institution designated by the officer. Any overpayments made by MEDICAL UNIVERSITY OF OHIO can be subsequently deducted from the employee's paycheck over the same period of time the overpayments were made.

33.2

If a holiday falls on a Friday, direct deposits shall be made by the close of the working day on the preceding Thursday.

**ARTICLE 34**

**TIME DOCUMENTATION**

34.1

If it is necessary for an employee to be relieved from work duties or be away from the work area, the employee must obtain approval from the supervisor. While on paid time, employees are not allowed to leave the premises, defined, for the purpose of this Article, as the Employer's grounds (campus and satellites), unless prior approval is obtained from the employee's supervisor. Reasonable requests will be honored.

34.2

Employees whose duties require them to leave the premises are required to document departure or return, in accordance with departmental practices.

34.3

Employees are to document hours worked in accordance with MEDICAL UNIVERSITY OF OHIO practices and procedures. All employees will document their time worked by using the same recording method, except where such recording methods are not presently in place or available. Nothing in this Agreement shall preclude an effort by MEDICAL UNIVERSITY OF OHIO to develop a uniform system.

34.4

Time logs shall be kept only in the place designated by the department.

### **ARTICLE 35**

#### **DRUG AND ALCOHOL TESTING**

35.1

##### **POLICY: STATEMENT**

Use of controlled substances which cause intoxication or impairment on the job poses risks to the Employer, the affected employee, and to co-workers. Recognizing that drug and alcohol abuse are treatable illnesses which should be dealt with initially by treatment and education, it is the Employer's policy to prevent and rehabilitate rather than terminate the employment of workers who are drug or alcohol dependent. No employee will be discharged without first having an opportunity to seek treatment, if treatment is needed.

35.2

##### **DEFINITIONS**

- a) The term "drug" includes cannabis as well as other controlled substances as defined in the Ohio Revised Code.
- b) The term "illegal drug usage" includes the use of cannabis or any controlled substance which has not been legally prescribed and/or dispensed, or the abusive use of a legally prescribed drug.
- c) The term "alcohol misuse" is defined as actual impairment of the employee with regard to his or her ability to perform job duties.

d) Chain of Custody:

These are the procedures beginning at the time of collection to account for all handling and storage of each specimen.

e) Confirmatory Test:

A second laboratory procedure used to analyze a positive test result from a screening test. Gas chromatography/mass spectrometry (GC/MS) is the only authorized confirmation test.

f) Cutoff Level:

The concentration of a drug or drug metabolite in the urine at which a specimen is considered positive.

g) Medical Review Officer (MRO):

The licensed individual who is qualified to interpret and evaluate test results and other relevant medical information.

### 35.3

#### NOTICE AND EDUCATION OF EMPLOYEES

All employees will be informed of the Employer's testing policy prior to its implementation. All new employees will be provided with this information when initially hired. No employee shall be tested until this information has been provided.

### 35.4

#### BASIS FOR ORDERING AN EMPLOYEE TO BE TESTED

Employees may be tested for drug abuse under any of the following conditions:

- a. Where there is reasonable suspicion that the Police Officer to be tested is using or abusing illegal drugs.

Random or mass testing is prohibited. All orders requiring employees to submit to drug testing shall be in writing setting forth the reasonable suspicion before the test is ordered.

### 35.5

#### PROCEDURE FOR ORDERING TESTS/RESTRICTIONS ON ORDERS AND/REFUSAL TO SUBMIT TO TESTS

- a) No testing may be conducted without authorization of the Administrative Coordinator, Department Head or higher ranking MEDICAL UNIVERSITY OF OHIO Representative. The authorized MEDICAL UNIVERSITY OF OHIO Representative must document in writing who is to be tested. One copy of this

documentation shall be given to the unit employee before testing and one copy shall be provided to the Union immediately. The unit employee must be given the opportunity to read the documentation and told the reasons the test is to be given.

- b) Failure to follow any of the above steps shall result in elimination of test results as if no tests were administered. The test results will be voided, no documentation will be maintained in the employee's personnel file and no discipline administered to the affected employee.
- c) Employee may be given an opportunity to give an explanation of their condition to the MEDICAL UNIVERSITY OF OHIO Representative ordering the test. If available, a union steward or representative may be present during such an explanation and shall be entitled to confer with the employee before an explanation is given, if the employee so requests.
- d) Refusal to submit to urine or breath testing after being properly ordered to do so may result in disciplinary action. The employee tested will be deemed to be on leave with pay for the balance of the workday.
- e) MEDICAL UNIVERSITY OF OHIO may order urine samples and breath analyzer methodology, as is available at the test facility. Blood tests may not be ordered and if ordered may not be utilized.

## 35.6

### TESTING PROCEDURES

- a) Urine specimens may only be tested for covered drugs. Covered drugs are: marijuana, cocaine, opiates, amphetamines, and phencyclidine. Specimens may not be used to conduct any analysis or test not specifically provided herein.
- b) Urine specimens shall be collected only at the laboratory or hospital where the specimen is to be tested, unless this is impossible. An MEDICAL UNIVERSITY OF OHIO Representative who is involved in the discipline process shall not serve as the collection site person.
- c) Collection of urine specimens must allow individual privacy unless there is clear and convincing reason to believe that a particular person may alter or substitute the specimen. If specimen collection is directly observed by a non-medical person, the person must be of the same gender as the employee. The following circumstances are the only grounds to believe a person may alter, or may have altered or substituted a specimen:
  - 1. The urine specimen is outside the normal temperature range (32.5C, 90.5-99.8F) and the employee will not allow an oral body temperature to be

taken, or the oral body temperature is 1 C/1.8F different from the temperature of the specimen;

2. The collection site person observes behavior that clearly indicates an attempt to alter or substitute a specimen; or
  3. The employee has previously been determined to have used a controlled substance and the test if a follow-up test after return to service.
- d) A split sample of urine must be collected, i.e.; the urine specimen must be divided into at least three (3) containers. The employee shall be allowed an opportunity, at the employee's expense, to have the specimen retested at a different certified laboratory. The employee shall have seventy-two (72) hours, after a positive test result is received, to request a test by a different laboratory.
  - e) An employee must provide at least 45 milliliters of urine or a refusal to submit may be found unless there is a medical reason. An employee unable to provide the minimum urine specimen shall be allowed to drink sufficient water to provide a specimen.
  - f) Each step in the collecting process of the urine specimens shall be documented to establish procedural integrity and the chain of evidence. A standard drug testing custody and control form must be used. All specimen containers, bottles, vials and bags used to store and/or transport specimens shall be sealed with evidence tape and labeled in the presence of the employee and/or Union representative if available. The testing shall be done by a laboratory certified by the State of Ohio as a medical and forensic urine drug testing laboratory and/or a laboratory which has a forensic urine drug testing certification by the College of American Pathology which complies with the scientific and technical guidelines for federal drug testing programs and Standards for Urine Drug Testing for Federal Agencies issued by the Alcohol, Drug Abuse and Mental Health Administration of the U.S. Department of Health and Human Services in effect at the time of the test, or comparable scientific and technical guidelines.
  - g) The employee designated to give a sample must be positively identified prior to any sample being taken. Specimen samples shall be sealed, labeled and checked against the identity of the employee to ensure the results match the testee. At all times practicable, samples shall be stored in a secured and refrigerated atmosphere until tested or delivered to the testing lab representative.
  - h) MEDICAL UNIVERSITY OF OHIO and the Union shall choose a list of the laboratories which may be utilized for toxicology testing on a yearly basis. The laboratory selected by the Employer to conduct the analysis must be experienced and capable of quality control, documentation, chain of custody, technical expertise, and demonstrated proficiency in urinalysis testing.

- i) The employee and Union shall be provided a copy of the laboratory report of both specimens.
- j) No discipline shall be imposed until the employee has had seventy-two (72) hours from notification of a positive test to seek tests of the same specimen by another certified laboratory as specified above. Seeking another test shall not be cause for discipline or used against an employee in an arbitration proceeding.

35.7

**LABORATORY ANALYSIS PROCEDURES**

- a) The testing or processing phase shall consist of a two-step procedure. A specimen initially testing positive will undergo an additional confirmatory test. An initial positive report will not be considered positive, rather it will be classified as confirmation pending or presumptive positive.
- b) The initial test will be performed by an immunoassay test. The cutoff levels (positive detection) for screening tests are listed below and are expressed in nanograms per milliliter (ng/ml), or billionths of a gram per thousandths of a liter.

Marijuana metabolites	50 ng/ml
Cocaine metabolites	150 ng/ml
Opiate metabolites	2000 ng/ml
Phencyclidine	25ng/ml
Amphetamines	500 ng/ml

- c) A confirmation test will be performed on all initial positive tests. The cutoff levels for confirmation tests are:

Marijuana metabolites	15 ng/ml
Cocaine metabolites	100 ng/ml
Opiates	
Morphine	2000 ng/ml
Codeine	2000 ng/ml
Phencyclidine	25 ng/ml
Amphetamines	
Amphetamine	250 ng/ml
Methamphetamine	250 ng/ml and 100 ng/ml amphetamine

- d) All test results are to be reviewed by a Certifying Scientist. Test results must be completed as soon as possible.
- e) Tests which are below the levels set froth above shall be determined as negative. If test results are negative, all Human Resources documentation regarding

supervisory observations and testing will be destroyed and the Union will be notified.

- f) An MRO shall examine all positive confirmed test results to determine if there is an alternative medical explanation for the positive test result. Before making a final decision as to whether a positive test is valid, the MRO must provide the employee with an opportunity to discuss the test result. If the MRO determines there is a legitimate medical explanation for the positive test result, the MRO shall report to the Employer that the test is negative.

35.8

#### ALCOHOL TEST

- a) All alcohol tests will be conducted in accordance with the Breath Analyzer Methodology in effect.
- b) A positive test for alcohol shall be .05 grams/210 liters.

35.9

#### EMPLOYEE RIGHTS

- a) MEDICAL UNIVERSITY OF OHIO shall pay the costs of all tests, except the drug test secured by an employee.
- b) An employee ordered to take a test shall be paid for all lost work time due to MEDICAL UNIVERSITY OF OHIO's order the day of the order. MEDICAL UNIVERSITY OF OHIO may at its option place an employee on unpaid leave until the employee is returned to work or disciplined. An employee whose test is negative shall be made whole for all lost wages and other benefits. Employees who test positive where proper procedures are followed shall not be made whole for any period of time on administrative leave.
- c) Employees and/or the Union shall have the right to appeal any discipline imposed by MEDICAL UNIVERSITY OF OHIO under this Article.
- d) Voluntary submission to a chemical dependence program shall not be grounds for discipline.
- e) Any discipline imposed as a result of a positive test for a first offense and any grievance filed in response thereto shall be held in abeyance pending completion by the employee of a mutually agreed upon substance abuse program.

35.10

#### CHEMICAL DEPENDENCY PROGRAMS

- a) An employee testing positive for drugs or alcohol under the provision of the policy shall have the option of entering into a chemical dependency program in lieu of discipline. If the employee successfully completes such a program and is not disciplined for substance abuse for eighteen (18) months following the initial charge, the discipline shall be revoked and the employee's record cleared of the offense, and it shall not be used as a basis for any other disciplinary action in the future.
- b) After evaluation, the program utilized by the employee must be sufficient to meet the rehabilitation needs of the employee.
- c) Employees temporarily unfit to perform the duties of their position because of drug or alcohol abuse may use sick leave, vacation leave, compensatory time, and light duty assignment, if available, and leave without pay during absences required as part of the rehabilitation process.

35.11

#### VOLUNTARY PARTICIPATION IN A DEPENDENCY PROGRAM

An employee may, at any time, voluntarily enter a chemical dependency program. This may be done through an employee assistance program or by direct contact with the other providers of such services. Employer knowledge gained by the employee's voluntary admission or participation in a chemical dependency treatment program shall not be used as the basis for discipline.

Information regarding treatment of employees in chemical dependency programs shall remain confidential and shall not be released to the public.

Although an employee will not be subject to disciplinary action where the employee voluntarily submits to a treatment program prior to being tested as provided in this Article, the Employer has the right to insure that the employee is fit for duty when a request for reinstatement is made.

35.12

#### DUTY ASSIGNMENT AFTER TREATMENT

Once an employee who tests positive successfully completes rehabilitation and is fit for duty, the employee shall be returned to the regular duty assignment. Duty reassignment during treatment shall be at the discretion of the Employer based on each individual's circumstances. If follow-up care is prescribed after treatment, this care may be imposed as a condition of continued employment. The Employee may continue to be tested on a

random basis. Once treatment and any follow-up care is completed, at the end of eighteen (18) months from the employee's reinstatement, the records of treatment and positive drug test results shall be retired to a closed medical record. The Employee shall be given a fresh start with a clean administrative record, except that other discipline records shall be retained as may be provided for elsewhere in this Agreement.

35.13

#### RIGHT OF UNION PARTICIPATION

At any time, the Union, upon request, if available, will have the right to inspect and observe any aspect of the drug testing program up to the giving of a specimen. The Union may inspect individual test results if the release of this information is authorized by the employee involved, or is necessary or relevant to the grievance/arbitration process of this Agreement.

35.14

#### UNION HELD HARMLESS

- a) This drug testing program is initiated solely at the behest of the Employer. The Employer shall be solely liable for any legal obligations and costs arising out of employee's claims based on constitutional rights regarding the application of this Section of the collective bargaining agreement relating to drug testing. The Union shall be held harmless for the violation of any employee's constitutional rights.
- b) The Employer is not responsible for any legal obligations and costs for claims based on the Union's duty of fair representation.

35.15

#### POLICY IMPLEMENTATION

The policy will be implemented in a consistent non-discriminatory manner.

### **ARTICLE 36**

#### **EMPLOYEE HEALTH CARE INSURANCE**

36.1 The Employer will provide regular full-time employees and eligible regular part-time employees and their eligible dependents for the duration of this Agreement with a health insurance/hospitalization program which is the same or similar in design and benefit levels to those in force July 1, 2006. An additional option to migrate to a Consumer Directed Health Plan will be

offered during the term of this agreement, if available. In the event a Consumer Directed Health Plan is offered, Medical University of Ohio may require all eligible new hires after December 31, 2007 to be enrolled in the Consumer Directed Health Plan.

The employer agrees that the employee contribution amounts for hospitalization and medical/surgical coverage shall be:

**Eligible full-time employees:**

Single coverage

7/1/06 – 12/31/06 20% of the full monthly premium

1/1/07 – 12/31/07 22% of the full monthly premium

Family coverage

7/1/06 – 12/31/06 20% of the full monthly premium

1/1/07 – 12/31/07 22% of the full monthly premium

**Eligible part-time employees:**

Single coverage

7/1/06 – 12/31/06 40% of the full monthly premium

1/1/07 – 12/31/07 44% of the full monthly premium

Family coverage

7/1/06 – 12/31/06 40% of the full monthly premium

1/1/07 – 12/31/07 44% of the full monthly premium

- 36.2 The Employer shall provide hospitalization and medical/surgical coverage for which the payment schedule is based on site of care. Current employees will be at 90/10 percent coinsurance (after any applicable deductibles) effective July 1, 2006. All new hires as of January 1, 2007 will be at 80/20 percent coinsurance (after any applicable deductibles).
- 36.3 Employees who are covered under Medical University of Ohio's health care policy and go on an unpaid leave of absence, may elect to continue their benefits by paying 100% of the monthly premium. Health benefits for unpaid leaves of absence covered under Family and Medical Leave may be continued by paying regular monthly employee contribution amounts for up to twelve (12) weeks in a twelve-month period, based on remaining eligibility.
- 36.4 After consultation with the Union the Employer may establish reduced hours, leave programs, or schedules of work which will allow employees to work less than a forty (40) hour week (full-time) and still receive full-time benefits.
- 36.5 Eligible regular part-time employees may continue to participate by contributing scheduled employee portions in effect as of July 1, 2006. Such contribution shall be made by payroll deduction. Eligible part-time employees are those employed in a continuing regular part-time

position budgeted at twenty (20) hours or more each week. The Medical University of Ohio may offer benefits to employees at a lower FTE at its discretion.

During the term of this agreement, the Medical University of Ohio agrees to provide an on-site employee health clinic whereby employees can be seen by a health care provider within 24 hours of the request (business hours).

In addition, the Medical University of Ohio and AFSCME agree to continue the Benefits Advisory Committee.

- 36.6 When a full time employee's spouse, who is employed full time, has an available employer paid hospitalization policy where the employers percentage of cost sharing is the same or more than the Medical University of Ohio (which is 78% effective 1/1/07 and 75% effective 1/1/08), said spouse must enroll in that policy for the fullest extent possible in order to qualify for Medical University of Ohio coverage. If a spouse of a bargaining unit member declines hospitalization coverage as specified above because the spouse elected a different benefit or cash payment when employer provided hospitalization was available, said spouse shall not be eligible for Medical University of Ohio coverage. Where both a husband and wife are employed by Medical University of Ohio, they will have the option to take only one (1) family policy or a single health insurance policy each. Failure to return verifications of insurance will result in cancellation of Medical University of Ohio sponsored coverage.
- 36.7 If the Employer provides a Flexible Benefits Plan in accordance with IRS regulations, the parties agree to meet to discuss the inclusion of the bargaining unit in said programs. In accordance with IRS regulations employees shall be given the opportunity to participate in the Section 125 Premium Conversion Program which provides for payment of the employees portion of the health care premium cost with pre tax dollars.
- 36.8 Eligible employees may participate in a flexible spending account plan for out-of-pocket medical expenses and/or dependent care assistance expenses. For all employees hired after January 1, 1994, a 6-month period of employment must be completed before enrollment eligibility occurs. New employees may enroll after six (6) months of employment effective January or July, whichever comes first. Enrollment periods will be the month preceding the effective date. Any employees meeting the 6-month employment requirement may elect or re-elect participation in December for a January 1 plan effective date each year.
- 36.9 **PRESCRIPTION PLAN**

Full-time regular and eligible regular part-time employees may have a prescription filled by the MCH Out-Patient Pharmacy Monday through Friday between the hours of 9:00 a.m. and 6:00 p.m. Non-emergent prescriptions can be dropped off in the OP Pharmacy during normal business hours or in the prescription drop box at any time but will only be available to be picked up in the OP pharmacy between the aforementioned hours. Dropping off their non-emergent prescriptions in a drop box will accommodate third shift employees. Those prescriptions will be filled and available for pick up either

during regular OP pharmacy hours or at the inpatient window the next worked shift. Only payroll deduction, Credit or Debit Cards will be accepted for payment. Emergent prescriptions when the OP pharmacy is closed will continue to be filled and picked up in the inpatient pharmacy. Only payroll deduction, Credit or Debit Cards will be accepted for payment. Employees may be able to fill prescriptions under their spouse's health plan as well as pick up over the counter medications and other supplies. No prescription will be filled if the drug or generic equivalent as prescribed by the physician is not included in the MCH formulary. Employees will sign a statement verifying that the prescription is for either themselves or for an eligible Internal Revenue Service dependent residing in the employee's household. Employees attempting to use the prescription plan for a person(s) other than themselves or an IRS dependent living in the household will be disciplined up to and including termination.

36.10 Prescriptions may be filled for up to a 3 month period based on valid Physician order and the following formula being applied for each prescription. The co-payment of generics will be a flat \$10 fee up to a three month supply. The co-payment for physician authorized dispensed as written (DAW) or a name brand with no generic available furnished under the plan will be 22% of the average wholesale drug cost and a \$5.00 dispensing fee for the term of the agreement with a cap on the employee's portion of the drug cost of \$400 per individual and \$800 per family per calendar year. If an employee insists/wants a brand name drug when a generic is available, they will have to pay 100% of the difference between the generic cost and the brand name drug cost. Also, the Medical University of Ohio and its TPA will allow for a 10-day supply of prescription drugs available from participating/network pharmacies that may be utilized when the Medical University of Ohio's outpatient pharmacy is closed, when you are out of the area on vacation, or a child who is away at college, etc. Once employees hit a cap (either \$400 individual or \$800 family), they will only pay a \$5.00 co-payment for each prescription. Employees will be responsible for maintaining records to verify that the cap has been reached. The cap will not be applicable to drugs utilized for the treatment of infertility.

#### 36.11 OPTICAL PLAN

The Employer will continue to provide an optical plan for employees and eligible dependent (IRS definition) family members residing in the employee's household. The Employer will provide this benefit at a cost not to exceed six dollars (\$6.00) per eligible full-time regular employee per month. The deductible shall be fifteen dollars (\$15.00) for each utilization. Eligible regular part-time employees may participate in the optical plan at no cost to the Employer. Eligible part-time employees who elect this benefit will pay the monthly premium by payroll deduction and will agree to participate in the plan for at least twenty-four (24) consecutive months.

#### 36.12 DENTAL PLAN

The Employer will continue to provide dental coverage at current levels or higher if mutually agreed for regular full-time employees but may provide services through a

closed panel or Preferred Provider Program. Regular part-time employees may enroll in the dental program at designated times by paying 100% of the premium charged to Medical University of Ohio or 100% of the cost as determined by the third party administrator of a self-funded plan. Individuals who enroll and subsequently withdraw from the dental plan may not re-enroll until an open enrollment period, which occurs at least 12 months after withdrawal.

### 36.13 LIFE INSURANCE

The Employer shall continue to provide regular full-time employees with term life insurance in accordance with the following schedule:

15 years and over	\$25,000 coverage
10 to 15 years	\$20,000 coverage
5 to 10 years	\$15,000 coverage
Less than 5 years	\$10,000 coverage

## **ARTICLE 37**

### **EDUCATIONAL REIMBURSEMENT**

#### 37.1

The Employer will provide the opportunity for tuition reimbursement for employment in any existing classification at MEDICAL UNIVERSITY OF OHIO. Reimbursement shall be for courses, provided the courses are related to jobs at MEDICAL UNIVERSITY OF OHIO (courses that can be applied toward an associate, baccalaureate or graduate degrees taken at an educational accredited college or university). All courses are subject to prior approval from the department head.

#### 37.2

The Employer will reimburse regular full-time employees 75% of the cost of tuition for approved courses, up to a maximum of \$3,000.00 per calendar year. Regular part-time employees shall be reimbursed similarly, but up to a maximum of \$1,500.00 per calendar year.

## **ARTICLE 38**

### **SHIFT DIFFERENTIAL**

The College will provide shift differential in accordance with the following schedule:

- a) 2<sup>nd</sup> shift (1500 to 2300 hours)

.50 cents per hour for all hours worked from date of contract ratification through 6/30/07 and .35 cents per hour for all hours worked from 7/1/07 through 12/31/07.

- b) 3<sup>rd</sup> shift (2300 to 0700 hours)

.50 cents per hour for all hours worked from date of contract ratification through 6/30/07 and .35 cents per hour for all hours worked from 7/1/07 through 12/31/07.

- c) Weekend Differential / Friday 2300 hours to Sunday 2300 hours

.50 cents per hour for all hours worked from date of contract ratification through 6/30/07 and .35 cents per hour for all hours worked from 7/1/07 through 12/31/07.

### **ARTICLE 39**

#### **UNIFORM ALLOWANCE**

##### 39.1

MEDICAL UNIVERSITY OF OHIO will provide officers with an annual uniform allowance in accordance with the following schedule:

- a) \$450 per year for approved uniform items.
- b) One-time \$500 payment added to each current officer's base salary for body armor. You must wear the armor if you purchase it.

##### 39.2

Probationary officers will be provided with seasonal uniforms throughout their probationary period (1 year). After successfully completing probation, they will receive an annual uniform allowance in accordance with the schedule above.

### **ARTICLE 40**

#### **WAGES AND PAY STEPS**

##### 40.1

Effective the last pay check of June, 2006, patrol officers shall receive a market equity increase on their base pay. An additional market equity increase shall be applied to the patrol officers' base pay on July 1, 2007 respectively. These wage rates will be applied to the schedule outlined in Appendix A attached to this Agreement.

**ARTICLE 41**  
**LIGHT DUTY**

41.1

When a police officer is placed on light duty due to a physician's request, the Medical University of Ohio campus police department will try to oblige this request if and only if a position is available within the department that would fit the criteria from the physician. If no position can be found within the campus police department then the bridge program will be offered to the employee. This decision to have the police officer work on light duty within the department will be solely left to the Chief of the campus police department. If a position would be located within the campus police department there will be additional changes that will assist not only the employee but also the department, which are listed below:

- a) Hours may differ from the police officers original shift (i.e. if the police officer worked day shift they may be asked to work 3<sup>rd</sup> while on light duty).
- b) Police officers on light duty and working within our department will be paid as Security Officers II. This rate reduction is due to the fact that the officer is not performing their regular duties and will be paid accordingly.
- c) Working uniform may be changed. Due to the fact that the individual is not working as a police officer it may be necessary to change working attire to better fit their responsibilities.
- d) If the officer is asked to work as our dispatcher then the officer must be certified at dispatch and have the knowledge and abilities to provide this service.

**ARTICLE 42**  
**DURATION OF AGREEMENT**

This Agreement shall become effective July 1, 2006 and shall remain in full force and effect until December 31, 2007.

IN WITNESS WHEREOF, the parties have hereunto set their hands this \_\_\_\_\_ day of \_\_\_\_\_.

INTERNATIONAL UNION OF  
POLICE ASSOCIATIONS, AFL-CIO

THE MEDICAL UNIVERSITY OF OHIO

\_\_\_\_\_  
William A. Dunn, Business Agent  
IUPA

\_\_\_\_\_  
Crystal Dixon, Assoc. Vice President  
Human Resources/Health Science Campus

\_\_\_\_\_  
Kevin Zimmerman  
President, IUPA, Local 39

\_\_\_\_\_  
Connie Rubin  
Director, Labor & Employee Relations

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**APPENDIX A**

**Medical University of Ohio Campus Police Department  
Hourly Base Rates**

**Market Adjustments  
Effective July 1, 2006**

Range		Step 1 Annual	Step 2 Annual	Step 3 Annual	Step 4 Annual
E27 Police Officer I	Class #26611	\$17.02	\$17.63	\$18.03	\$19.45
		\$35,401	\$36,670	\$37,502	\$40,456
E28 Police Officer II	Class #26612	0	0	0	0
		0	0	0	0

**Market Adjustments  
Effective July 1, 2007 \***

Range		Step 1 Annual	Step 2 Annual	Step 3 Annual	Step 4 Annual
E27 Police Officer I	Class #26611	\$18.34	\$18.88	\$19.42	\$20.55
		\$38,147	\$39,270	\$40,394	\$42,744
E28 Police Officer II	Class #26612	0	0	0	0
		0	0	0	0

**\* SEE ARTICLE 4**

## APPENDIX B

### Medical University of Ohio Campus Police Department Longevity Pay Guide

Longevity increment is added to the base hourly rate for years of service; Maximum longevity increase is 10% for 20 years of service. In computing longevity pay, the classification salary base will be the minimum hourly rate (step 1) of the pay range in which the employee is assigned at the time of the computation.

Service	0-95 Mos.	5	6	7	8	9	10	11	12
% Increase	0%	2.5%	3.0%	3.5%	4.0%	4.5%	5.0%	5.5%	6.0%

Service	13	14	15	16	17	18	19	20	25
% Increase	6.5%	7.0%	7.5%	8.0%	8.5%	9.0%	9.5%	10%	\$ .25

#### *Table of Longevity Supplements*

Pay Range	Base Rate	Years of Service – June 25, 2006																
		5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	25
E2701 E2801	17.02 0	0.42 0	0.51 0	0.60 0	0.68 0	0.77 0	0.85 0	0.94 0	1.02 0	1.11 0	1.19 0	1.28 0	1.36 0	1.45 0	1.53 0	1.62 0	1.70 0	1.95 0

Pay Range	Base Rate	Years of Service – July 1, 2007																
		5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	25
E2701 E2801	18.34 0	0.46 0	0.55 0	0.64 0	0.73 0	0.83 0	0.92 0	1.01 0	1.10 0	1.19 0	1.28 0	1.38 0	1.47 0	1.56 0	1.65 0	1.74 0	1.83 0	2.08 0

## **DEFINITIONS**

Medical University of Ohio: effective July 1, 2006, all references to the Medical University of Ohio shall be considered The University of Toledo (Health Science Campus).