

# An Agreement

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Between

The University of Toledo  
and

The University of Toledo Police  
Patrolman's Association

Effective January 1, 2022 through December 31, 2024

# Table of Contents

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Article 1: Recognition.....	3
Article 2: Management Rights .....	4
Article 3: Savings .....	5
Article 4: Nondiscrimination .....	5
Article 5: Dues Deduction and Union Security.....	6
Article 6: Corrective Action & Employee Records.....	7
Article 7 Grievances .....	8
Article 8: Arbitration .....	14
Article 9: No Strike/Lockout.....	15
Article 10: Contracting Out .....	15
Article 11: Work Out of Classification.....	15
Article 12: Work by Non-Bargaining Unit Personnel .....	16
Article 13: Seniority.....	16
Article 14: Hours of Work and Overtime .....	17
Article 15: Overtime Equalization and Treatment .....	211
Article 16: Call-In Pay .....	22
Article 17: Emergency Closing.....	23
Article 18: Job Posting.....	23
Article 19: Layoff and Recall.....	24
Article 20: Evaluations .....	24
Article 21: Labor Management Meetings .....	24
Article 22: Bulletin Boards .....	25
Article 23: Association Representatives – Rights – Leaves .....	25
Article 24: Rest Periods .....	27
Article 25: Uniforms .....	27
Article 26: Safety .....	28
Article 27: Mortal Incidents .....	29
Article 28: Bargaining Unit Member Bill of Rights .....	30
Article 29: Holidays .....	31
Article 30: Vacations .....	32

Article 31: Leaves of Absence .....	34
Article 32: Sick Leave .....	37
Article 33: Workers Compensation.....	38
Article 34: Light/Restricted Duty.....	40
Article 35: Educational Benefits.....	41
Article 36: Public Employees Retirement System Pickup .....	43
Article 37: Insurance .....	43
Article 38: Parking.....	45
Article 39: Shift Differential .....	46
Article 40: Wages .....	46
Article 41: Zipper Clause .....	48
Article 42: Duration.....	48
Article 43: Canine Handler .....	49
Article 44: Distribution of Agreement.....	51
Article 45: Spousal Eligibility .....	51

## **Article 1: Recognition**

- 1.1 The University recognizes The University of Toledo Police Patrolman's Association as the exclusive representative for purposes of collective bargaining with respect to all matters pertaining to wages, hours, or terms or other conditions of employment of officers of The University of Toledo in the following bargaining unit certified by the State Employment Relations Board on December 23, 1986, in Case #86-REP-0285:

*All regular full-time and regular part-time classified civil service employees in The University of Toledo Division of Police, including police officers and criminal investigators, who are classified as guards defined in O.R.C. 4117.06 (D) (2).*

- 1.2 For the purpose of this agreement, the term "police officer" as used above shall mean all Bargaining Unit University Law Enforcement Officers and Sergeants, regardless of assignment. Such University Law Enforcement Officers and Sergeants are duly appointed by The University of Toledo Board of Trustees pursuant to ORC 3345.04.
- 1.3 In the event that jobs currently within the bargaining unit are changed, management will notify the President of the Local; or if the Association feels that newly created positions should be placed in the Bargaining Unit, the parties will meet to discuss if the position(s) should remain, or be placed in the Bargaining Unit. In any event, the parties may, jointly or separately, file appropriate documentation with the State Employment Relations Board (SERB) regarding the inclusion in or the exclusion from the Bargaining Unit.

If it is determined the position(s) may be lawfully included in the Bargaining Unit, The University and the Association will meet to negotiate regarding wages, hours, terms and other conditions of employment.

- 1.4 Should the Association seek to represent employees outside the existing Bargaining Unit, the Association may process a petition for voluntary recognition before the State Employment Relations Board (SERB) which the University will not unreasonably oppose. Under such circumstances, the University and the Association will discuss whether to jointly file an amendment of certification or unit clarification with SERB to determine if such employee(s) should be joined with the existing Bargaining Unit as set forth in Article 1.1. Upon approval of such petition or certification of the Association's representative status by SERB, the University will meet to negotiation as required by law.

## **Article 2: Management Rights**

- 2.1 The University of Toledo hereby retains and reserves unto itself, without limitations, all the powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio, and of the United States, including the rights specified in 4117.08, Ohio Revised Code, subject to the specific terms of this Agreement. Such rights include, but are not limited to, the right to hire, promote, transfer, assign, retain officers in positions, suspend, demote, discharge, remove or take other disciplinary action against officers for just cause, to relieve officers from duties because of lack of work or funds or other legitimate reasons, to determine the methods, means, officers or persons by which University operations shall be conducted, to direct the schedule, shift, and location of the work of officers so that the University may operate in the most efficient manner, subject only to the specific terms of this Agreement. All management rights are retained by the University including the sole and exclusive right to manage its operations, buildings, and facilities and to direct the work force including the rights specified in 4117.08 (C) of the Ohio Revised Code, subject to the specific terms of this agreement.
- 2.2 It is acknowledged that the University may require drug screening at the time of employment and at other times as detailed in the department's current General Order on drug/alcohol testing. Any changes in this General Order would be subject to discussions in a Labor/Management meeting pursuant to Article 21.
- a. The drug testing program is initiated solely at the request of the employer. The University shall be solely liable for any legal obligations and costs arising out of employees claims based on constitutional rights regarding the application of this Section of the Agreement relating to drug testing. The Association shall be held harmless for the violation of any employee's constitutional rights.
  - b. At any time, the Association, upon request, will have the right to inspect and observe any aspect of the drug testing program with the exception of individual test results. The Association may inspect individual test results if the release of this information is authorized by the employee involved.
  - c. The University is not responsible for any legal obligations and costs for claims based on the Association's alleged breach of the duty of fair representation.

### **Article 3: Savings**

- 3.1 Should any provisions of this Agreement or any application thereof become unlawful by virtue of any Federal or State law, or pursuant to being declared invalid by an agency or court of competent jurisdiction, the rest of this Agreement shall remain in force. The parties shall meet to negotiate concerning such decision no later than 24 calendar days after entry of final judgment therein.
- 3.2 This agreement shall be considered reopened only as to those subjects which such court decisions and/or legislation require reopening.
- 3.3 Nothing herein shall prevent the parties from reopening any other item by mutual agreement, nor shall it render unenforceable any item in this Agreement which supersedes applicable State law when it is permissible to do so under Ohio Revised Code 4117.10 (A).

### **Article 4: Nondiscrimination**

- 4.1 The parties hereto declare that there shall be no discrimination against any Bargaining Unit Member because of race, color, creed, religion, sex, age, national origin, ancestry, sexual orientation, gender identity and expression, military or veteran status, handicap/disability, genetic information, familial status, political affiliation, or participation in protected activities in its provision of employment and educational opportunities, or membership or non-membership in the Association. No member shall be coerced or required to join or refrain from joining the Association.

Discrimination, including discriminatory harassment, on any of the aforementioned bases is strictly prohibited. Upon notice of possible discrimination, the University will take prompt and appropriate steps to determine what occurred, end the discriminatory practice or hostile environment if one has been created, and prevent its recurrence. Retaliation against anyone because he or she has been made a complaint or served as a witness or otherwise engaged in activity protected by this article is also strictly prohibited.

- 4.2 The parties recognize the right of all Bargaining Unit Members to be free to join the Association and to participate in lawful and contractually permitted Association activities. Therefore, the parties agree that there shall be no interference, restraint or coercion by the University or the Association against any Bargaining Unit Member because of Association membership or non-membership or because of any lawful and contractually permitted activity in an official capacity on behalf of the

Association.

- 4.3 The use of the masculine or feminine gender in references or titles in this Agreement shall be construed as including both genders and not as sex limitations unless the Agreement clearly requires a different construction.
- 4.4 The parties agree to cooperate in complying with the requirements of any Federal, State or Local law pertaining to non-discrimination.
- 4.5 The University of Toledo does not discriminate in its employment practices or in its educational programs or activities on the basis of sex/gender. The University of Toledo also prohibits retaliation against any person opposing discrimination or participating in any discrimination investigation or complaint process internally or externally. Reports of sexual harassment and discrimination questions regarding Title IX, and concerns about noncompliance should be directed to the Title IX Coordinator. For a complete copy of the policy (UT Policy 3364-50-01) or for more information, please contact the Title IX Coordinator <https://www.utoledo.edu/title-ix/> or the Assistant Secretary of Education within the Office for Civil Rights (OCR) <http://www.ed.gov/ocr>.
- 4.6 The parties agree that the regulations at 34 CFR Part 106, and any binding case law or U.S. Department of Education guidance will govern any matters falling within the scope of Title IX. If the laws and regulations confer fewer rights than those guaranteed in Article 6: Corrective Action and Employee Records then the member will be afforded those additional rights contained in that article. See <https://www.govinfo.gov/content/pkg/FR-2020-05-19/pdf/2020-10512.pdf>
- 4.7 The parties agree that any decision or discipline issued by the Title IX process would be subject to the procedures described in Article 7: Grievances of the collective bargaining agreement.

## **Article 5: Dues Deduction and Union Security**

- 5.1 The regular Association dues shall be established under the terms of the Association Treasurer and certified to the University by the Association. The payroll deduction of the regular Association dues shall be made on the first two pays in each month during which the officer is in active pay status. The Association will provide written deduction authorization by the employee for deduction of dues. No officer shall be required to become a member of the Association as a condition for securing or retaining employment. The University shall be relieved from making such dues deductions upon: (a) termination of employment, (b) transfer or promotion to a job classification other than one included in the bargaining unit, (c)

layoff from work, (d) during an unpaid leave of absence, or (e) revocation of the check-off authorization.

- 5.2 The Association shall indemnify the University against any and all claims, demands, suits, or other forms of liability or costs that shall arise out of, or relate to, any action taken or not taken by the University for the purpose of complying with the provisions of this Article.
- 5.3 The University agrees to make every effort to forward checked-off dues to the Association within two (2) weeks following the second pay day of each month. The University shall mail all remittances to the party and address designated by the Association.

## **Article 6: Corrective Action & Employee Records**

- 6.1 The University will not discharge, suspend or otherwise discipline members except for just cause. The University agrees to apply the principles of progressive discipline where appropriate. Progressive discipline may include verbal reprimand, written reprimand, suspension or demotion prior to termination. Counselings shall not be considered discipline.
- 6.2 No member shall receive a verbal or written reprimand prior to a conversation with the Supervisor issuing the discipline. Members shall not be demoted, suspended or discharged without first being given an opportunity to attend a pre-disciplinary hearing where the member may give his/her version of the events at issue. The member being disciplined shall be notified by the University of their right to have an Association representative present at any meeting which might reasonably lead to disciplinary action.
- 6.3 A copy of any written notice of suspension, demotion or discharge given to the member will also be given to the President of the Association.
- 6.4 All appeals of disciplinary action shall be processed in accordance with the grievance provisions of this agreement. Verbal and written reprimands shall not be appealable beyond level four of the grievance procedure and are not subject to mediation or arbitration. The bargaining unit will initiate the appeal at the next level higher than the person who issued the corrective action. In any arbitration arising out of the imposition of discipline, the arbitrator shall be required to consider the age of any disciplinary records contained in a member's personnel file.
- 6.5 Any material placed in a Bargaining Unit Member's file which may affect that member's job classification performance evaluation shall be made known to the member involved, at which time the member may add to the



file and attach to the material a written, signed statement or rebuttal. A disciplinary record shall not be attached to the performance evaluation. Reference to discipline within the evaluation will be limited to date, type, and subject. A member may additionally review his/her file at any reasonable time during normal working hours, by appointment, and may be accompanied by the member's Association representative. The member may copy material contained in his/her personnel file upon payment of reasonable photocopying costs to the Human Resources Department.

- 6.6 The University shall keep only one official personnel folder on each Bargaining Unit Member which shall be kept in the Human Resources Department at all times.
- 6.7 Upon written request to the Chief of Police, a Bargaining Unit Member shall have records of disciplinary actions removed from his/her personnel file and disciplinary records shall cease to have any effect in accordance with the following schedule:
  - a. All verbal reprimands shall cease to have affect and be removed from the member's personnel file after six (6) months from the date of the reprimand, provided there have been no reprimands of a like nature for a continuous period of six (6) months.
  - b. All written reprimands shall cease to have affect and be removed from the member's personnel file after one (1) year from the date of the reprimand, provided there have been no reprimands of a like nature for a continuous period of one (1) year.
  - c. All suspensions of less than thirty (30) days shall cease to have affect and be removed from the member's personnel file after three years from the date of suspension.
  - d. All suspensions of thirty (30) days or more may be removed from the member's personnel file after four (4) years from the date of suspension.

## **Article 7 Grievances**

- 7.1 It is the purpose of this Article to provide a procedure whereby Bargaining Unit Members may resolve disputes or complaints concerning the terms or conditions of this Collective Bargaining Agreement. To that end, employees should present such complaints for review and discussion as soon as possible. Such review and discussions should be held with a view to reaching understanding which will resolve the dispute without the need of recourse to the formal grievance process. Eligible employees are permanent (non-probationary) University Law Enforcement Officers.

7.2 The following procedures shall be processed in the following manner:

A. Conditions and Limitations

1. The grievance procedure set forth in this Article is applicable only to eligible employees.
2. Under no circumstances shall more than one procedure be used to redress the same grievance, although use of this or other procedures does not preclude employees from seeking legal remedies as appropriate.
3. The scope of the LEO's grievance must:
  - a. Clearly define the situation in question through a written allegation of the specific problem, the harm done and the facts upon which it is based, or;
  - b. Arise out of an act of failure that directly relates to the interpretation or application of a provision of this Agreement effecting the eligible employee, and;
  - c. Define the control the Department had over the matter; and
  - d. State such relief sought that is within the power of the department to grant.

B. Grievance Procedure

The grievance procedure established by this Agreement consists of four levels for appeal, each of which must be utilized in turn before appeal is made to the next step unless otherwise specified in this Article or otherwise agreed to by the parties.

1. *Level One: Immediate supervisor - Lieutenant.* A Bargaining unit member who believes that the terms or conditions of the Collective Bargaining Agreement have been violated shall take the following measures:
  - a. Discuss the specific problem with his/her immediate supervisor. A problem that results from a specific event or action must be presented in writing within ten (10) working days or with reasonable diligence should have been known. The supervisor's decision regarding the matter shall be rendered in writing to the employee within five (5) working days following the conference.
  - b. If the problem cannot be resolved through the conference and/or the Bargaining Unit Member wishes to document the grievance to further action, he/she may submit a formal written grievance to the Deputy Chief or his/her designated representative. A copy of the written grievance shall be sent to

the UTPPA President.

2. *Level Two: Deputy Chief or his/her designated representative.* Grievances submitted to the Deputy Chief shall be in writing on the designated Department form. A copy of the grievance form is attached in Appendix A. The Bargaining Unit Member has the right to the presence of an association representative of his/her choice during the conference. The grievance must:
  - Be submitted within ten (10) working days following receipt of the immediate supervisor's response, and;
  - Include a copy of the immediate supervisor's decision and justification; and
  - Specify the employee's grievance and the specific remedy requested; and
  - Provide a response to the immediate supervisor's decision; and
  - The Deputy Chief or his/her designated representative shall respond to the grievance within ten (10) working days following a conference.
3. *Level Three: Chief of Police or his/her designated representative.* Grievances submitted to the Chief of Police shall be in writing on the designated Department form. A copy of the grievance form is attached in Appendix A. The grievance must:
  - Be submitted within ten (10) working days following receipt of the Deputy Chief's response, and;
  - Include a copy of the Deputy Chief's or designated representative's decision and justification; and
  - Specify the employee's grievance and the specific remedy requested; and
  - Provide a response to the Deputy Chief's decision, and
  - The Chief shall respond to the grievance within ten (10) working days following a conference.
4. *Level Four: Vice President of Human Resources, or his/her designated representative.* If the matter is not satisfactorily resolved in level three the problem may be presented in writing to the Vice President of Human Resources or his/her designee together with a copy of all preceding responses, within ten (10) working days following the response of the Chief.
  - a. The grievant may be represented at this level by one Association representative who is an employee of the

University and one other representative who is not an employee of the University as the Association may select.

- b. The Vice President of Human Resources or his/her designee shall hold a meeting within ten (10) days and request the attendance of those witnesses and/or management representatives which the Association shall have demonstrated are necessary for the presentation of the grievant's case. Such witnesses will not lose pay while attending meetings at this level. The Association reserves the right to secure a representative who is not an employee of the University.
- c. Such documentary evidence must be pertinent to the grievance and will be available at the hearing.
- d. Within ten (10) working days after said meeting, the Vice President of Administration or his/her designee will give the final written decision to the Association.
- e. If the Association is not satisfied with the Vice President of Human Resources or his/her designee's decision, it may submit the grievance to impartial arbitration under the provisions of Article 9 by written notice to the Vice President of Human Resources within ten (10) working days after receipt of the Vice President's or his/her designee's decision.

Grievance hearings may be recorded by either side upon notification to the other party. If the non-recording party wishes to obtain a copy of the recording such will be provided at the expense of the requesting party.

- 5. *Level Five: Mediation: (Optional – Must be mutually agreed to) –* If the matter is not satisfactorily resolved in level 4, the problem may be referred to Mediation, in writing, which would include a copy of all proceeding responses within 10 days following the response of the Vice President of Human Resources. Mediation is non-binding. FMCS or SERB are the preferred mediators and the parties must mutually agree upon the actual mediator.

**Commitment:** The parties agree that resolution of grievances as early as possible in the grievance procedure is desirable and that once resolved it is the parties' mutual goal that additional grievances, on the same issue, should then be unnecessary. To promote early resolution of grievances the parties agree that any grievance granted which is not moved to the next step of the grievance procedure or any grievance mutually agreed upon as settled by the Union and the University at Step 1 of the grievance procedure are without precedent. If either party feels an issue is the subject of repeated grievances that issue should be moved along the grievance procedure for resolution or arbitration. When a

grievance is granted and accepted by the Union or mutually settled, the administrator who resolved the grievance is responsible for notifying all affected parties (including but not limited to the grievant, the President of the Local, the Director of the Department, Human Resources and Payroll) within ten (10) working days of the resolution.

The parties agree to utilize the following mediation process:

**Mediation Procedure:**

- A. Grievance mediation shall be established as an option which is available to the parties after the final step of the internal grievance procedure. A request to mediate must be submitted within ten (10) work days following the Level 4 response. If mediation is requested by a party and the other party agrees to mediate, the time lines for filing a request for arbitration will be tolled subject to the mediation procedure. A party refusing mediation must give written notice to the other party within five (5) work days of the request. If mediation is refused, applicable time limits for appealing a grievance to arbitration contained in the parties' Collective Bargaining Agreement shall commence on the day the refusal notice is issued.
- B. The parties agree to utilize the services of the Federal Mediation and Conciliation Service, or other agreed upon mediation service. Notices of mediation requests are to be signed by the parties. Should the availability of a mediator unnecessarily delay the processing of the grievance in the opinion of either party, then either party may withdraw its consent to mediation and the grievance may proceed to arbitration.
- C. The grievant shall have the right to be present at the mediation conference.
- D. Each party shall have one principal spokesperson at the mediation conference, who shall have the authority to resolve the grievance.
- E. Any written material that is presented to the mediator shall be returned to the party presenting that material at the termination of the mediation conference. The mediator may, however, retain one copy of the written grievance, to be used solely for purposes of statistical analysis.
- F. Proceedings before the mediator shall be informal in nature. The presentation of evidence is not limited to that presented at the grievance proceedings, the rules of evidence will not apply, and no record of the mediation conference shall be made.

- G. The mediator will have the authority to meet separately with any person or persons, but will not have the authority to compel the resolution of a grievance.
  - H. If no settlement is reached during the mediation conference, the mediator shall provide the parties with an immediate oral advisory decision, unless both parties agree that no decision shall be provided. The mediator shall state the grounds of his advisory decision.
  - I. The advisory decision of the mediator, if accepted by the parties, shall not constitute a precedent, unless the parties otherwise agree. If either party requests, the settlement will be reduced to writing and signed by the parties.
  - J. If no settlement is reached at mediation, the parties are free to arbitrate. If the parties do not accept the advisory opinion of the mediator the Union may appeal the grievance to arbitration. All applicable time limits for appealing a grievance to arbitration contained in the parties' Collective Bargaining Agreement shall commence on the day the advisory opinion is issued.
  - K. In the event that a grievance which has been mediated subsequently goes to arbitration, no person serving as a mediator between these parties may serve as an arbitrator. Nothing said or done by the mediator may be referred to at arbitration. Nothing said or done by either party in the mediation conference may be used against either party in arbitration.
  - L. The parties agree the mediator may conduct more than one (1) mediation conference in a day.
  - M. The mediator's fee and expense, if any, as well as any associated costs of mediation (administrative charges, room charges, cancellation fees, etc.) will be divided equally between the parties.
- 7.3 Pending resolutions of any grievance processed under this Agreement, the Bargaining Unit Member(s) involved will comply with the direction of the supervisor unless such direction clearly involves circumstances which could result in bodily harm to him/her and/or fellow officers.
- 7.4 The member and Association representatives will have no loss of pay or benefits as a result of participating in meetings under the above levels during regularly scheduled working hours.
- 7.5 Working days, as used anywhere in this Agreement, do not include Saturdays, Sundays, or holidays whether or not work is scheduled

thereon.

- 7.6 All time limits referred to herein may be extended by mutual agreement between the parties. Meetings shall be at mutually agreed times and locations.
- 7.7 If the member fails to timely file or process a grievance to the next level, the grievance shall be denied. If the University fails to answer timely, the grievance shall automatically go to the next level.

## **Article 8: Arbitration**

- 8.1 If the grievance still remains unresolved after the grievance procedure has been exhausted, a panel of seven (7) arbitrators shall be requested from the Federal Mediation and Conciliation Service (FMCS) by the parties. Either party may reject a first panel. Within five (5) working days following receipt of such list, the parties will meet to select the arbitrator. A flip of a coin shall decide who shall first strike a name from the list and the parties will then alternate in striking names until only one name remains. If the arbitrator thus chosen cannot serve, the parties shall request a new list and begin the selection process anew.
- 8.2 The University agrees to allow the Association any necessary officer witnesses time off with pay during the regularly scheduled hours to attend the hearing. The fees and expenses of the arbitration shall be borne equally by the University and the Association. The fees and expenses of the arbitration are defined as follows:
- a. The cost of a stenographer/reporter and the associated transcription costs. If only one party desires a transcript of the proceedings, the total cost for such transcription for that party and for the arbitrator shall be paid by the party desiring the transcript. If the other such party desires a copy, then the total cost of such transcription shall be shared equally by both parties.
  - b. The fees and expenses of the arbitrator used in the case, and the hearing room.
  - c. All other expenses will be borne by the party incurring them.
- 8.3 The arbitrator shall be requested to render his/her decision as quickly as possible, but in any event, no later than sixty (60) calendar days after the formal close of the hearing, unless the parties agree otherwise. Arbitration shall be limited to matters concerning the interpretation or application of provisions as listed herein. The arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement. The

decision of the review board shall be given great weight by the arbitrator. The arbitrator's decision shall be final and binding.

- 8.4 The University shall permit necessary witnesses, the involved Steward and the Grievant(s) necessary and reasonable time off without pay for preparation of arbitration cases.
- 8.5 Time limits referred to herein may be extended by mutual agreement between the parties.
- 8.6 Matters subject to resolution through the grievance procedure in levels four and five and arbitration procedure shall not be applicable to the State Personnel Board of Review of Ohio.

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

- 9.1 During the term of this Agreement or any extension thereof, there shall be no lockout, no strike, no sympathy strike, no concerted action in failing to report to duty, no failure to report for duty, no willful absence from one's position, no stoppage or work, no slow down, or abstinence in whole or in part from the full, faithful and proper performance of duties of employment. Any member violating the provisions of this Article may be disciplined as determined appropriate by the University, subject to appeal only to the grievance procedure, with the only issues to be determined by the arbitrator being whether a violation of this Article actually occurred.

### **Article 10: Contracting Out**

- 10.1 The parties do not intend to modify the University's present practice on contracting out. The parties recognize that contracting out should be limited to work that the University determines cannot economically or efficiently be performed by Bargaining Unit Members.
- 10.2 In the event of such contracting out or sub-contracting, the University will insure that no officer is laid off or takes a reduction in pay as a result thereof.

### **Article 11: Work Out of Classification**

- 11.1 If Bargaining Unit Members who are covered by this Agreement perform authorized duties in a higher job classification for a continuous period of at least four (4) consecutive hours or more in any shift, such members shall be paid for such time worked at the higher classification in which they are working. If a member is assigned to work at a lower classification,



s/he will maintain the rate of their regular classification.

- 11.2 An out of classification assignment will be made at the sole discretion of management or designee. In the event the request is made for a period of time where manpower is below minimums, the granting of the request shall be evaluated on a case-by-case basis.
- 11.3 Except as provided in Section 11.2 above, in no case shall the University require a member to work out of classification in order to avoid paying other officers at a premium rate of pay.

## **Article 12: Work by Non-Bargaining Unit Personnel**

- 12.1 It shall not be a violation of this Agreement for supervisors and other Non-Bargaining Unit personnel to perform Bargaining Unit work which is otherwise within their normal job duties for training purposes, or where necessary to meet operational needs. Supervisors and other Non-Bargaining Unit personnel, by performing their duties, shall not displace or cause to be laid off, or bump a Bargaining Unit Member from a regularly scheduled assignment normally performed by a member, or from an overtime assignment which would normally be performed by a member, subject to the provisions of Article 16.

## **Article 13: Seniority**

- 13.1 Except as otherwise provided for herein, the Bargaining Unit member's seniority shall be the total uninterrupted regular full-time or regular part-time classified civil service employment as an employee in a position included in the Bargaining Unit.
  - a. Sergeant and Patrol Officer seniority will be held separate. For the purpose of this Article, Sergeant seniority will begin on the Officer's day of promotion.
- 13.2 All Bargaining Unit Members shall be considered probationary ULEO's until successful completion of their probationary period. Probationary members shall not be covered by this Agreement except for wage, overtime, holiday and Association security provisions. Probationary periods shall be defined as follows:
  - a. Bargaining Unit Members hired having successfully completed the Police Academy, pursuant to ORC 109.77, shall serve a probationary period of one (1) year as a ULEO.
  - b. Bargaining Unit Members hired not having completed the Police

Academy, pursuant to ORC 109.77, shall serve a probationary period of one year as a ULEO after successfully completing the Police Academy. Passage of the state examination is not required for commencement of the probationary period. However, nothing herein restricts management's right to remove an employee for failure to successfully complete the State examination.

Upon successful completion of the probationary period as a ULEO, a Bargaining Unit members' seniority shall be retroactive to the date of successful completion of the Academy or date of hire as a ULEO (if hired with Academy).

13.3 A Bargaining Unit Member's seniority shall terminate if a Bargaining Unit Member:

- a. Quits, resigns, or retires;
- b. Is discharged for cause;
- c. Is laid off for a period of more than twelve (12) consecutive months; or
- d. Fails to report to work as scheduled after leave of absence or layoff.

13.4 Pro-rated seniority for part-time Bargaining Unit Members shall be calculated as follows, for time worked after the effective date of this Agreement:

$$\frac{\text{Total number of hours worked in active pay status}}{2080 \text{ hours for each year of employment}}$$

13.5 For all ULEO's employed prior to November 1, 1995 existing Department seniority ranking shall continue to apply. For all ULEO's hired after November 1, 1995 the following language shall be applied for Department seniority: If two officers have the same seniority date, the names at date of hire will appear alphabetically. If two or more officers have the same last names, they shall be ranked alphabetically by the first name at date of hire.

## **Article 14: Hours of Work and Overtime**

14.1 Full-Time Employees: Forty (40) hours shall be the standard work week for all permanent full-time Bargaining Unit Members, with the exception of Field Operations Bureau employees. Field Operations Bureau employees work schedules normally consist of four (4) eight and one-half (8.5) hour days with two rotating consecutive days off. Each shift shall consist of three (3) keys. Bargaining unit Members will be assigned to a key by their shift Lieutenant. Key assignments shall generally be fixed and of a non-rotating nature. However, the work schedule, shift times, and hours may vary significantly due to numerous University requirements and,

accordingly, the parties agree that such needs will sometimes necessitate adoption of flexible hours or other changes to employee work schedules, shift, hours, or location as determined and directed by Management. It is understood and agreed that, except by mutual agreement, use of “flex time” shall not cause a member to work a split shift and that, except as noted above, their days off shall be consecutive.

The University and the Union recognize that all bargaining unit employees are essential employees and are not eligible for the Winter Break benefit available to other University employees pursuant to University policy number 3364-25-68. In the event the University continues to recognize a Winter Break whereby certain academic and administrative operations of the University are closed between the Christmas and New Years’ Day holidays, then the parties agree that bargaining unit employees who have “owed time” will not have to make up the “owed time” in lieu of receiving winter break days. If the University no longer recognizes a Winter Break, bargaining unit members will pay back all yearly owed time by November 1<sup>st</sup> of each calendar year.

- 14.2 Schedules for specialist assignments shall be determined by the Chief of Police.
- 14.3 In the event the University wishes to establish a schedule or shift not described above, the University agrees to discuss the concept with the Association before making the changes. The input from the Association shall be given great weight by the University.
- 14.4 In the event it becomes necessary for the University to change a regular work schedule, members will be given ten (10) calendar days notice, including the day of notice, of schedule changes. Schedule changes without such notice shall not be made to avoid the payment of overtime. In an emergency situation, or where schedule change could not reasonably have been anticipated, less than the required notice may be given, but not less than twenty-four (24) hours.
- 14.5 When an hours opportunity occurs, the University shall give considerable weight to the preferences of senior full time members when temporarily filling the vacancy, but the University retains the right to make assignments needed to maintain diversity in personnel assigned to any particular shift. For purposes of this section, full time employees are only afforded preferences for full time hour opportunities.
- 14.6 All Full-Time Bargaining Unit Members assigned to the Field Operations Bureau will have the opportunity to bid annually on their shift preference. During the second week of November, the Chief of Police and his/her designee will determine and post the number of assignments of each shift.

Within ten (10) calendar days of the first date of posting, Full-Time Bargaining Unit Members shall, in order of seniority as defined in Article 14.1, designate which assignment they desire. The Chief of Police will have final approval of the shift bids and may change the bids for the effective and efficient operations of the Division consistent with the Division's goals and priorities in fulfilling the Division's mission to the University community. Shift bids will be posted by November 30th and take effect on January 1st.

Annually during the last week of November, and at other times when deemed appropriate, the Chief of Police or his/her designee, will review all other Bargaining Unit assignments, including changes in assignments from Bureau to Bureau. The Chief of Police may make changes in assignments for the effective and efficient operations of the division consistent with the Division's goals and priorities in fulfilling the Division's mission to the University community.

- 14.7 For the purpose of computation of pay, the pay week is defined as Saturday 12:01 AM through Friday midnight.
- 14.8 In no case will payment be made for time not worked, except as specifically provided in this Agreement.
- 14.9 For Full-Time Bargaining Unit Employees, all hours on active pay status in excess of the regularly scheduled work week, as set forth in Section 14.1 above, shall be paid at the rate of time and one-half the member's regular rate of pay unless compensatory time pursuant to the following is elected:
  - a. Up to 240 hours of compensatory time may be accrued after which payment will be made for all hours worked. If any member wants to take compensatory time at time and one-half in lieu of overtime (time and one-half) payment, that choice must be clearly stated on the overtime card.
  - b. Compensatory time shall be granted in a way as not to impair the operation. An employee must take all compensatory time in excess of forty (40) hours by January 1st of the year following the year in which the time was earned. If the employee has not taken the time by that date, then he/she shall be paid for all hours not taken in excess of forty (40) ours in the next regular pay period. An employee may request payout of accumulated but unused compensatory time. The University will make a good faith attempt to pay the request within two pay periods from the request.
  - c. Payment for accrued compensatory time upon termination of employment will be calculated at an average regular rate of pay for the final three (3) years of employment, or the final regular rate

received, whichever is the highest.

- d. Compensatory time may only be taken for hours paid out of the police index (A10604). These hours would include shift overtime, court, mandatory training, holiday pay, etc. Any hours worked that are paid out of the special event account must be taken in pay. The parties agree to meet in Labor Management meetings to discuss ways in which overtime worked for special events may be taken as compensatory time.

14.10 The University will not require members to be on stand-by without compensation. Being subject to call-in is not stand-by.

14.11 Except in a declared emergency, the University will schedule members so that a minimum of eight (8) hours off work is given between regularly scheduled work assignments. Members are not to accept special events or other additional overtime assignments which would fail to provide a minimum of eight (8) hours off work between assignments or in a twenty-four (24) hour period without specific permission from the Chief of Police or his/her designee.

14.12 The parties agree that when after an officer is approved for special event overtime that assignment is considered final. If an officer no longer wishes to work the assignment, permission must be granted to be released from the obligation by discussing with a supervisor responsible for approving events.

In emergencies such as sickness or family emergency an officer is unable to work the event, that officer may advise dispatch, who will then notify the shift supervisor.

14.13 Any changes to the departmental policy concerning overtime, including overtime for cancellation of special events, shall be subject to discussion in a labor/management meeting prior to implementation of the changes.

14.14 **Minimum Staffing Standards:**

Management will schedule a minimum of four (4) bargaining unit members between the hours of 10:00 AM and 3:00 AM every day. Management will schedule a minimum of three (3) bargaining unit members between the hours of 3:00 AM and 10:00 AM every day. If management is unable to meet the minimum staffing levels due to reasons beyond their control such as call offs, etc., Management may force overtime for a minimum of four (4) hours to a maximum of eight (8) hours with special consideration for those who have already worked in excess of eight (8) hours in the previous twenty-four (24). The University agrees to maintain Sergeant staffing levels of six (6) personnel based upon reasonable operational needs and/or

budgetary constraints.

In the event the University continues to recognize a Winter Break whereby certain academic and administrative operations of the University are closed between the Christmas and New Years' Day holidays, then management has the right to staff the Winter Break at a minimum of three (3) bargaining unit members per shift.

- 14.15 Management will accommodate overtime postings based upon reasonable operational needs and/or budgetary constraints. Preferences will be given to requests made via the vacation preference list.

## **Article 15: Overtime Equalization and Treatment**

- 15.1 The University will make every effort to equalize elective overtime among eligible full-time members in the Bargaining Unit. Upon request by the President of the Association, the Chief of Police will review the overtime worked with a view towards equalizing overtime if desired by the member(s) in question as practical. The University and the Association recognize that overtime equalization is not based upon an event-by-event determination but is based upon elective overtime opportunities on an annual basis and only pertains to full-time members in the Bargaining Unit.
- 15.2 An elective overtime list will be displayed each pay period for full-time Bargaining Unit Members to check his/her status based upon elective overtime hours. Non-elective overtime will not be included on the list. Non-elective overtime is defined as work exceeding the regular hours under the following conditions: court time, mandatory training, departmental meetings, late call, forced shift, recall and holidays. Elective overtime opportunities will be offered first to the full-time employee with the least number of elective hours. If no full-time employee accepts the overtime opportunity, it will be offered to any eligible part-time employee.
- 15.3 If overtime is requested by supervision, it will normally be offered to qualified available members in accordance with Departmental Procedures upon ratification of this Agreement and notification of the Association, or any subsequent revisions thereof. When no Bargaining Unit Members volunteer to work available overtime, the Members regularly on duty may be required to work the event. Non-bargaining unit personnel may also work overtime openings that cannot be filled with voluntary sign-up by Bargaining Unit Members as long as those non-bargaining unit personnel are qualified to work such overtime. However, members may be required to work overtime as determined by management whenever overtime is deemed necessary.
- 15.4 Final posting of overtime assignments shall be made not more than

twenty-one (21) calendar days nor less than seven (7) calendar days prior to the scheduled date of the overtime. It is recognized that supervision does not always receive notification far enough in advance of the overtime event to comply with these time limits. When this occurs, posting and final assignment will be made as expeditiously as practical.

For large scale events, defined as events projected to require ten (10) or more officers to meet operational needs, final posting of overtime assignments shall be made not more than thirty (30) calendar days nor less than seven (7) calendar days prior to the event.

- 15.5 In the event of short notice (less than twenty-four (24) hours), overtime openings may be filled with the first available officer, Bargaining Unit Members or non-bargaining unit personnel. Before contacting non-bargaining unit personnel, management will attempt to contact bargaining unit members.
- 15.6 Any member working with restrictions as recognized in accordance with Article 36 (light/restricted duty) shall not be allowed to work overtime if such work will violate their work duty restrictions and is not authorized by shift supervisor
- 15.7 Special Events:

The department will make reasonable efforts to fill special event overtime with volunteers from the bargaining unit and/or other qualified personnel. Positions will be offered to bargaining unit members first before being offered to non-bargaining unit members. If, after these efforts are made and if it is necessary to mandate officers to fill the remaining positions, then such mandating will be done on a rotating basis by reverse order of seniority with the officer with the lowest seniority that is available to work being mandated first. Vacation requests approved prior to a special event being posted for that day or regularly scheduled days off adjacent to vacation requests shall be honored.

If additional positions are created after the special event overtime has already been approved, the Employer will offer the positions to the bargaining unit for a time period of five (5) days before mandating any employee, if time permits.

## **Article 16: Call-In Pay**

- 16.1 When a member is called to work by an authorized supervisor at times

other than immediately before or immediately after the member's normal work schedule, he shall be guaranteed four (4) hours work or pay.

16.2 Training sessions and departmental meetings are not subject to call-in pay.

### **Article 17: Emergency Closing**

17.1 When an emergency is declared by the President of the University or his/her designee pursuant to the University's emergency closing policy, Bargaining Unit Members in the affected part of the University who are scheduled to work will receive their regular compensation for any straight time hours they are not permitted to work.

17.2 Bargaining Unit personnel in the affected part of the University who are required to work when other University employees are excused because of the declared emergency shall be paid at the rate of time and one-half in addition to their regular compensation.

17.3 No later than October 15 each year the University agrees to communicate a reminder on procedures for emergency closure to each Bargaining Unit Member.

### **Article 18: Job Posting**

18.1 When a regular classified position included in this Bargaining Unit becomes vacant, or a new position is created, it shall be filled in the following manner.

18.2 The vacancy will be posted at the University website. The posting will indicate the title of the position, the skills, experience, education and other required and preferred qualifications and attributes necessary for the position. The position posting shall be made for at least four (4) working days, not including the day of posting.

18.3 Those University employees who file timely applications will be evaluated and those who pass any appropriate skills or written test and meet the posted qualifications shall be interviewed by the supervisor(s) of the departments where the vacancy occurs.

18.4 All applicants will be notified of the results of the selection within fifteen (15) working days after the position has been filled.



## **Article 19: Layoff and Recall**

- 19.1 In the event it becomes necessary to reduce the work force, the University shall notify the Local Association President at least thirty (30) days before any layoff goes into effect. The notice to the Local Association President shall include the number of bargaining unit positions to be laid off and a list of those officers that will be affected. The University and the Association shall meet during the thirty (30) day period before the layoff takes effect to discuss possible alternatives to layoff. The University will provide the Association a copy of the bargaining unit seniority list at this time.
- 19.2 If it becomes necessary to lay off Bargaining Unit members, the provisions of Section 124.321 through 124.326 of the Revised Code and Chapter 123:1-41 of the Administrative Code, or any successor language shall apply, except that this shall be monitored so that seniority for layoff shall be the Bargaining Unit Member's total uninterrupted regular full-time Bargaining Unit service in the Division of Police.
- 19.3 Any appeals regarding this Article shall be processed in accordance with Article 7 Grievances and Article 8 Arbitration of this agreement.

## **Article 20: Evaluations**

- 20.1 The University and Association agree to utilize the Division of Police evaluation program in effect at the time of signing this Agreement. An official rated evaluation to be placed in the personnel file shall be done one (1) time a year for Bargaining Unit Members except Probationary Officers who will be evaluated by the process determined by Management meetings. Modifications in the evaluation program shall be an appropriate topic for labor/management meetings.

## **Article 21: Labor Management Meetings**

- 21.1 Labor/Management meetings shall be arranged upon reasonable request between the University and Association to discuss matters pertaining to employee relations policy. Labor/Management meetings will be arranged between the Local Association President and the University or a designated representative thereof upon the request of either party. Such a meeting shall be between no more than three (3) representatives of the University, those representatives being two (2) from the University of Toledo Police Department and one (1) from the Human Resources Department, and not more than two (2) representatives designated by the Association. Arrangements for such Labor/Management meetings shall be made in

advance and a written agenda shall be presented at the time the meeting is requested. The members of the Association shall not lose time or pay for time spent in such Labor/Management meetings.

- 21.2 Response to Labor/Management meetings will be given within thirty (30) working days after the meeting.
- 21.3 If the University is considering changing an employee relations policy subject to Article 21.1, no change in such policy will take place until discussed at a Labor/Management meeting.

## **Article 22: Bulletin Boards**

- 22.1 The University will provide one (1) bulletin board in the University Policy Division which may be used by the Association for posting notices of the following types:
  - a. Notice of Association recreational and social events
  - b. Notices of Association elections
  - c. Notices of results of Association elections
  - d. Notices of Association meetings
  - e. Job Posting
  - f. Seniority Lists
  - g. Reports of standing committees of the Association
  - h. Rulings or policies of the Association or other labor organizations with which the Association is affiliated

## **Article 23: Association Representatives – Rights – Leaves**

- 23.1 The University will recognize Association Bargaining unit members, a reasonable number of stewards, and designated staff representatives, provided that the Association notifies the University Human Resources Department, in writing, of the names of such members, staff representatives, and stewards. It is the Association's responsibility to keep this list current with the University.
- 23.2 The University agrees that no more than three (3) non-employee representatives of the Association shall be admitted to any one of the University's facilities and sites during working hours. Such visitations

shall be for the purpose of ascertaining whether or not this Agreement is being observed by the Parties, to participate in the adjustment of grievances and to attend other Association meetings.

- 23.3 Association representatives may be permitted reasonable time to handle grievances, during normal working hours, without loss of time or pay, after having received permission from a Lieutenant. Such permission shall not unreasonably be withheld. Before leaving his/her normal work assignment, the Association representative shall notify his/her supervisor where s/he will be and when s/he will return. The supervisor of the area into which the representative goes must be notified of the representative's presence and purpose of the visit. It is understood and agreed that this time away from his/her normal work area will be devoted to the proper handling or settling of grievances only and will not be abused.
- 23.4 The Association shall be permitted the use of University facilities for the purpose of holding meetings at no charge to the Association outside of normal working hours. The Association shall follow normal reservation procedures in arranging for use of any facility. The Association may make reasonable use of the campus mail system for individually addressed items and may contract from the University printing and labeling services at a price to be established by the University subject to priority of other printing and labeling requests.
- 23.5 The Association may request paid leaves of absence not to exceed five (5) days during the life of the Agreement for steward's training. Such leave will be granted whenever practicable. If additional leave is required, it will be granted wherever practical, without pay and without loss of seniority or benefits.
- 23.6 The University agrees to reimburse not more than three (3) Bargaining Unit members of the Association who are appointed as representatives to serve on the Association Negotiating Committee for lost straight time spent to renegotiate this Agreement. It is understood that for the mutual convenience of the parties, it may be necessary that such meetings sometimes start before or extend beyond the scheduled work hours of members of the Negotiating Committee.
- 23.7 A leave of absence without pay and without loss of seniority or benefits will be granted where practicable to those Members who are elected or selected by the Association to attend conventions or conferences conducted by the Association. The number will not exceed two (2) Members and the number of working days will not exceed five (5) per year for each Member. These leaves shall not interfere with the necessary operations of the University.

## **Article 24: Rest Periods**

- 24.1 It is recognized that the officers are subject to being dispatched at any time while at work. Officers are expected to respond immediately to all dispatchers or others assigned or observed needs for their services. It is recognized that the very nature of these requirements makes the regular scheduling of rest or meal periods impossible. Officers shall be allowed, subject to operational needs, reasonable time for personal rest periods, or meals, when appropriate, while on duty. These rest periods and meals must be taken on campus and are encouraged to be taken at the Division of Police Offices. Officers reporting to Court, for training away from campus, or whose work assignment requires them to be away from campus, may make reasonable alternative arrangements.
- 24.2 It is recognized that the foregoing privileges shall not be abused.

## **Article 25: Uniforms**

- 25.1 The University will provide four (4) complete regulation uniform at no cost to each Bargaining Unit Member. All equipment issued to Bargaining Unit members shall remain the property of the department. The University will replace, at no cost to the members, all uniform items that are damaged in the line of duty or require replacement due to normal wear. The University will provide laundry and dry cleaning services, at a level to be determined by the Chief of Police, at no cost to the member for all uniform items except leather goods and hardware. The member shall pay for, at the University's cost, any issued item damaged or lost due to the employee's own negligence or willful destruction.
- 25.2 Bargaining Unit Members will receive up to \$170 towards the cost of one (1) pair of winter boots or one (1) pair of shoes per calendar year of a type and style as determined by the Chief of Police. If need can be shown, the Bargaining Unit Member may upon authorization from the Chief of Police or his/her designee receive a replacement pair of boots or shoes. It is understood that the Bargaining Unit Members shall only wear these boots or shoes for University duty. If bargaining unit members wish to purchase boots or shoes that are more than \$170 they may make arrangements with the University vendor to pay the difference. New Bargaining Unit Members will receive one (1) pair of boots of a type, style and at a maximum cost as determined by the Chief of Police for their first winter season on the force. The department will place boot orders sufficiently in advance to attempt to provide for timely delivery.
- 25.3 The University's present policy of charging probationary members who leave the University prior to completion of their probationary period shall

remain unchanged.

- 25.4 Each member in the Bargaining Unit will be provided, upon request, one (1) bullet-proof vest, providing up to a Level III protection, and two (2) washable liners, as part of the regular issue of uniforms and equipment. Replacement of liners shall be made at the determination of the Chief of Police as the need is shown. Bullet-proof vests shall be replaced per the manufacturer's recommendation. The vests shall be properly fitted to each member. The Chief of Police shall promulgate rules regarding the necessity of wearing vests. Such rules shall be discussed with the Association through a Labor/Management meeting, in accordance with Article 21, prior to implementation. The Association's input shall be given consideration. Should a member leave the department, s/he shall be given the opportunity to purchase the vest at a pro rata fee as follows:

Age of Vest	Pro-Rata Fee
12 months or less	100%
13-24 months	66%
25-36 months	33%
More than 36 months	0%

## **Article 26: Safety**

- 26.1 Each year the Association shall designate one (1) Bargaining Unit Member to serve as its representative on the University Safety Committee. The representative named to serve on the Safety Committee shall suffer no loss of pay for time necessarily spent in meetings of the Safety Committee during his/her regularly scheduled working hours.
- 26.2 The University agrees to maintain safe working conditions. Members are responsible for reporting any unsafe conditions or practices and for properly using and caring for the tools and equipment furnished by the University. It shall not be a violation of this Agreement where a member, in good faith because of dangerous, unhealthful, or unsafe working conditions which are abnormal to his/her duties, stops work after notifying his/her supervisor, until such time as the Director of Environmental Health & Radiation Safety or designee reviews such conditions and determines them not to be abnormally dangerous, unhealthful or unsafe. Nothing in this paragraph shall be construed as to preventing a member from filing a grievance.
- 26.3 Where directed by the University, safety equipment or safety eyeglasses will be worn by members. Safety helmets and any other required protective clothing, when required, will be furnished by the University. Members required to wear prescription eyeglasses will be provided by the University

with one (1) pair of prescription safety eyeglasses every two (2) years, provided the member furnishes a copy of his/her prescription. Replacement prescription safety eyeglasses will be furnished, where necessary, by the member.

- 26.4 First aid assistance shall be provided at University Health Services during their normal working hours.
- 26.5 First aid supplies shall be furnished by the University.
- 26.6 The University shall exercise reasonable discretion in deciding whether or not to assign bike patrol when there are excessively high or low temperatures or other weather conditions that makes the riding of bicycles inadvisable or hazardous.
- 26.7 Consistent with University Policy 3364-5-16, the parties agree that all bargaining unit employees will need to submit proof of having received an influenza vaccination prior to December 1st each year. Employees may be excused from this requirement only upon timely written request and approval on the form required by the University due to sincerely held religious beliefs or because the vaccine is medically contraindicated.

## **Article 27: Mortal Incidents**

- 27.1 Any time a Bargaining Unit Member has to administer such forces as to fall into the category of fatal force or is so involved in a mortal wounding, the following provisions shall apply:
  - a. The Bargaining Unit Member shall receive necessary time off to relieve stress which has resulted from the use of fatal/mortal wounding. The duration of time and necessity for the leave shall be determined by the Chief of Police in consultation with an appropriate health care professional selected by the University. The employee shall have the option to submit a report from his/her physician which may be considered and may not be unreasonably disregarded by the Chief when making his/her determination.
  - b. The Bargaining Unit Member shall continue his/her normal rate of pay for these days and they shall not be charged against his/her vacation or sick days.
  - c. The University reserves the right to place an officer involved in a mortal wounding or the use of fatal force under the care of a recognized medical or mental health professional of the University's choosing, at the University's expense, for diagnosis of any potential condition arising out of the incident and if a condition is diagnosed,

for prognosis and treatment of such condition. If such a condition is compensable under the Worker's Compensation laws the time off work and other compensable benefits may be processed through the Bureau of Worker's Compensation/Industrial Commission.

- 27.2 The University shall consider in officer involved shooting incidents that the initial reports are submitted under extreme emotional duress. The parties agree that statements of immediate written records are considered to be to the officer's best knowledge, true and accurate. The officer reserves the right to amend, clarify, or edit the initial statements.

## **Article 28: Bargaining Unit Member Bill of Rights**

- 28.1 The Bargaining Unit Member shall be informed of the nature of the investigation prior to any questioning, interviewing and interrogation and provided his/her Garrity Rights (see Appendix B).
- 28.2 A Bargaining Unit Member has the right to the presence of a UTPPA representative and at the Association's request, Legal Counsel. The Bargaining Unit Member and/or representative has the right of cross examination of all witnesses at disciplinary hearings before the Chief of Police, Director of Employee/Labor Relations, and the Vice President of Human Resources.
- 28.3 A Bargaining Unit Member who is to be interrogated as a suspect in an investigation of any criminal charge(s) against him/her shall be advised of his/her Constitutional Rights before any interrogation starts. Questioning of the Officer named in the criminal complaint and any administrative charges against the Officer, shall be delayed until after the trial stage of the criminal case, provided: 1) the Officer involved declines to participate in the administrative investigation and; 2) the Officer removes himself/herself from duty without pay.

The University recognizes that criminal investigations of a Bargaining Unit Member should be and will be handled in the same manner as a criminal investigation that would involve any citizen.

- 28.4 The Bargaining Unit Member shall be informed of the nature of the investigation prior to any questioning, interviewing and/or interrogation.
- 28.5 Before a Bargaining Unit Member may be charged with any violation of the Departmental Rules of Conduct for a refusal to answer questions or participate in an investigation, he/she shall be advised that his/her refusal to answer questions, or participate in such investigations, may be made the basis for such charge. A polygraph examination may be conducted only with the consent of the Bargaining Unit Member. If the

polygraph examination is consented to, the examination will be limited to the complaint under investigation. The results of this exam cannot be used in any subsequent criminal action or departmental hearing unless agreed to by both parties prior to the giving of such examination.

- 28.6 Any interrogation, questioning or interview shall be conducted at a reasonable hour, preferably while the Bargaining Unit member is working. Interrogation sessions shall be for reasonable periods of time, and time shall be allowed during the questioning for rest periods or for other physical necessities.
- 28.7 When a single anonymous complaint is made against a Bargaining Unit Member and there is no corroborative evidence of any kind, the Bargaining Unit Member accused shall not be required to submit to questioning or make a report.
- 28.8 The Department may divulge the fact that a particular Bargaining Unit Member is under investigation but may not release any additional information until the investigation is completed and the Bargaining Unit Member is either cleared or charged.
- 28.9 When a Bargaining Unit Member suspected of a violation is being questioned as party to an Administrative Investigation, such questioning shall be recorded at the request of either party.
- 28.10 A Bargaining Unit Member who has been charged with a violation of any University and/or Department policies or rules shall, upon request, be provided the opportunity to inspect and obtain written statements and any other material relevant to the investigation as a condition to its use at a hearing on such charge. Such request must be made forty-eight (48) hours prior to the scheduled hearing time. However, the forty-eight (48) hour provision may be waived in the event of extenuating circumstances.
- 28.11 No hearing that may result in dismissal, demotion, suspension or reprimand shall be held unless the Bargaining Unit member is notified, in writing, of the hearing at least seven (7) calendar days prior thereto. Such notice shall include the alleged violation(s). The hearing officer may consider all levels of disciplinary action.

## **Article 29: Holidays**

- 29.1 The Bargaining Unit shall observe the holidays specified in ORC 124.19 (A) and (B). The field operations officers that work a 24/7 schedule will



observe the holidays on the actual holiday, and the detectives who work a Monday through Friday schedule will follow the academic calendar.

The recognized holidays are:

Independence Day  
Labor Day  
Veterans Day  
Thanksgiving Day  
President's Day (Flex to day after Thanksgiving)  
Columbus Day (Flex to Christmas Eve)  
Christmas  
New Year's Day  
Martin Luther King Day  
Memorial Day  
Juneteenth

29.2 A holiday that falls on a Saturday will be observed on the preceding Friday. A holiday that falls on a Sunday will be observed on that succeeding Monday.

29.3 The University will schedule limited holiday work as a failure to do so would impair operations. Anyone required to work their regular scheduled shift on a holiday shall be paid time and one-half for all hours worked. Anyone who has a scheduled day off that falls on a holiday will be given another day off or an additional day's pay at his/her regular rate. At no time will pyramiding of pay be allowed.

Any field operations officer that is regularly scheduled to work on a day on which a holiday falls will work his regularly scheduled shift.

29.4 Employees must work their last scheduled shift before and the first scheduled shift after the observed holiday in order to receive holiday pay unless on approved vacation, approved personal time, or other approved leaves of absence. An employee shall not be paid for a holiday if the employee is in an unpaid status (i.e. is on an unpaid or unapproved leave of absence or suspension), on the scheduled work day immediately preceding the holiday.

## **Article 30: Vacations**

30.1 The vacation entitlement of each Bargaining Unit Member shall be as follows:

**LENGTH OF SERVICE**

**VACATION ACCRUAL**

From date of hire through 3 years	.038 per compensated hour
4 years through 7 years	.048 per compensated hour
8 years through 11 years	.058 per compensated hour
12 years through 14 years	.067 per compensated hour
15 years through 19 years	.077 per compensated hour
20 years through 24 years	.087 per compensated hour
25 years or more	.096 per compensated hour

Employees shall forfeit their right to take or to be paid for any vacation leave to their credit which is in excess of the accrual for three (3) years. Such excess leave shall be eliminated from the employee's vacation leave balance. No reasonable vacation request shall be denied for Bargaining Unit Member who will be maxed out of vacation accrual, should the request be made thirty (30) days prior to maxing out. Should the vacation request need to be denied due to operational necessity, Management shall compensate the employee for only the amount of vacation time which would have been lost.

- 30.2 For an employee hired prior to January 1, 1996 compensation for unused vacation at the time of separation from the University, after one (1) year of service, shall be for all accrued and unused vacation not to exceed three (3) years.

For an employee hired after January 1, 1996 compensation for unused vacation at the time of separation from the University, after one (1) year of service, shall be for all accrued and unused vacation not to exceed 160 hours.

- 30.3 Members who make a request three (3) weeks in advance and take vacation one (1) week or more shall be provided their vacation pay in advance.
- 30.4 If a member, while on vacation, contracts an illness or accident or injury or experiences a death in the family, which would have warranted a paid leave had the member been at work, he/she shall be allowed, upon showing of proper documentation, to change such absence to the appropriate paid leave rather than be charged vacation.
- 30.5 A vacation preference list will be posted December 1 and shall remain posted until December 15th. This posting shall be for vacation requests

falling between January 1st and June 30th. A second vacation preference list shall be posted on June 1st and shall remain posted until June 15th. This posting shall be for vacation requests falling between July 1st and December 31st. When two (2) or more Bargaining Unit Members choose the same vacation time and operational needs require the limitation of the number of Bargaining Unit Members who can be off, the most senior Bargaining Unit Member who signs the preference posting by December 15th or June 15th will be given first choice for the applicable vacation preference period. Members who fail to sign the preference posting by December 15th or June 15th will be granted available vacation slots on a first come, first served basis.

## **Article 31: Leaves of Absence**

- 31.1 **PERSONAL LEAVE OF ABSENCE:** Bargaining Unit Members, after completion of the probationary period, may request an unpaid leave for personal reasons not to exceed a total of six (6) months. Such leave shall be applied for in writing through the Member's immediate supervisor to the Chief of Police, and will be granted in writing (if approved). Benefits cease during personal leaves of absence that are not medical or maternity related. Subject to Article 14 upon returning from a personal leave of ninety (90) calendar days or less, a Member shall be assigned to his/her former position, the same work location, job classification and pay range held prior to the leave. Upon returning from a personal leave of more than ninety (90) calendar days, the Member shall be returned to a similar position in the same classification and pay range. While on unpaid personal leave of absence, the Bargaining Unit Member will not earn sick or vacation leave. However, seniority continues to accrue.
- 31.2 **FUNERAL LEAVE:** In the event of a death in a Member's immediate family, the employee will receive leave with pay charged to available sick leave, from the day of death, provided the period does not exceed five (5) working days. For the purpose of this paragraph, the immediate family is defined as: spouse, parents, step-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 legal guardian or place of a parent (in loco parentis). In the event of the death of a Member's uncle, aunt, nephew or niece, the Member will receive funeral leave for attendance of the funeral with pay, charged to available sick leave, on the day of the funeral.
- 31.3 **JURY DUTY:** Any Bargaining Unit Member serving on jury duty or required to appear before any court as a witness during his/her regular scheduled work period shall be paid by the University at their regular rate. Members shall not be required to render monies received from the courts

to the University. It is understood and agreed that personal legal matters are not covered under this article. Court time resulting from the exercise of arrest authority while in the employment of the University shall be paid at time and one-half for those hours in excess of the normal forty (40) hour work week. Off duty Members reporting for Court time will receive pay for a minimum of three (3) hours or for the length of time required at court, whichever is greater as determined by their clocking in and out on the automated electronic payroll system. Upon return from funeral leave, jury duty or witness leave, Bargaining Unit Members shall be assigned to the same work location, job classification, and shift held prior to leave or jury duty.

- 31.4 **EDUCATIONAL LEAVE:** Bargaining Unit Members may be granted educational leave without pay, after exhausting all vacation and compensatory time, for a combined period of up to two (2) years. After six (6) months on leave, the Member must give a thirty (30) day written notice of returning early. Medical benefits will cease while the Member is on an unpaid educational leave. The Bargaining Unit Member will not earn sick days or vacation days while on unpaid leave. Seniority will not accrue and prior seniority will not go into effect until one (1) month after return to the payroll. Subject to Article 14, upon returning from an educational leave of absence of ninety (90) calendar days, the Member shall be assigned to his/her formal position the same work location, job classification and pay range held prior to leave. Upon returning from an educational leave of absence of more than ninety (90) calendar days, the Member shall be assigned to a similar position in the same classification and pay range.
- 31.5 **MILITARY LEAVE:** Ohio Administrative Code 123:1:34-p4, 05 and 06, applicable federal law and/or any successor language shall govern military leave.
- 31.6 **DISABILITY LEAVE:** If a Member has completed the probationary period and has exhausted his/her accumulated sick leave, compensatory time and vacation balances, he/she may be granted unpaid leave of absence for illness for a period not to exceed a total of six (6) months. The Member may hold in abeyance forty (40) hours of accumulated sick and vacation leave balances for their use upon returning to paid status. If requested by the University, Members shall furnish satisfactory medical proof of illness. The University will continue group medical insurance coverage during the unpaid disability leave for a period not to exceed a total of six (6) months during any consecutive twelve (12) month period. Benefits continue during approved medical and maternity related disability leaves for six (6) months or less. Subject to Article 15, upon return from disability leave of ninety (90) calendar days, the Member shall be assigned to his/her former position, the same work location, job classification, and pay range held prior to leave. Upon returning from a disability leave of absence of more

than ninety (90) calendar days, a Member shall be assigned to a similar position in the same classification and pay range. While on unpaid disability leave, the Member will not earn sick or vacation leave. However, seniority continues to accrue. Eligibility to return to work from a Disability Leave is dependent upon approval by the Member's attending physician. A written statement from the Member's attending physician must be submitted through supervision to the Human Resources Office. Depending on the nature and duration of the illness or disability, the University may require approval from Health Services and/or a third party physician in accordance with Article 31.10 prior to the member returning to work.

- 31.7 Unless specified elsewhere in the Agreement, benefits cease during all unpaid leaves of absence, however, arrangements may be made by the Member for payment of the insurance costs by the Member while the Member is on authorized leave of absence without pay.
- 31.8 If the member fails to report to work at the expiration of the approved leave, his/her employment may be terminated.
- 31.9 **FAMILY MEDICAL LEAVE:** Employees will be eligible for leaves under the Family and Medical Leave Act once they have completed twelve (12) months of employment (not necessarily continuous) with The University of Toledo and have worked 1250 hours in the twelve (12) months preceding the date the leave is to begin. Employees not eligible for leaves under the Family and Medical Leave Act will be considered for other types of leaves, as appropriate, according to other sections of this labor agreement or The University of Toledo policy. The University will continue to operate in compliance with State and Federal laws as it pertains to approved leaves of absence.
- 31.10 If a member elects to return from disability leave or military leave before the leave expires, the University shall honor the request if all proper conditions have been met upon thirty (30) calendar days advance notice. If a member elects to return from an approved leave of absence before the leave expires, the University shall honor that request if all proper conditions have been met upon fourteen (14) calendar days advance notice.
- 31.11 In no case will any leave of absence be granted to members for the purpose of accepting other employment.
- 31.12 **PERSONAL DAYS:** Each member is entitled to three (3) days personal time which will be deducted from sick leave per contract year upon written request to the immediate supervisor.

## **Article 32: Sick Leave**

- 32.1 Bargaining Unit Members accumulate sick leave at the rate of .058 hours per hour of pay. Sick leave accumulation is unlimited. Part-time members receive sick leave accumulation at a pro-rated basis per hours worked. Members may use accrued sick leave for absence due to personal illness, injury received not in the course of employment, exposure to a serious contagious disease which could be communicated to other employees, or for an illness or injury in one's immediate family.

Immediate family is defined as spouse, child, parent, and a legal guardian or other person who stands in the place of a parent. A child placed for adoption or foster care is not an immediate family member. For purposes of confirmation of family relationship, the University of Toledo may require the employee giving notice of the need for leave to provide reasonable documentation or statement of family relationship.

When care is being given for an individual residing outside the Member's residence, a doctor's statement shall be required.

- 32.2 When a Bargaining Unit Member is unable to report to work, s/he is to notify his/her supervisor or another available supervisor, within two (2) hours of his/her required reporting time, unless unusual circumstances exist. When a Member reports an absence, a possible return time should be stated. When absence has exceeded seven (7) working days, or required hospitalization, a statement releasing the individual from his/her personal physician shall be presented to the supervisor upon return to work.
- 32.3 Subject to Article 13, upon returning from sick leave of ninety (90) calendar days or less, the Bargaining Unit Member shall be assigned to his/her former position, same work location, job classification, and pay range held prior to leave. Upon returning from a sick leave of absence of more than ninety (90) calendar days, the Member will be assigned to a similar position in the same classification, and pay range held prior to leave.
- 32.4 Bargaining Unit Members seeking to utilize sick leave shall not be required to state the nature of the illness, but shall give some explanation such as: personal illness, family illness, worker's compensation, etc. However, Bargaining Unit Members who have a pattern of absences or other circumstances which suggest abuse of sick leave may be required to submit a physician's statement justifying the use of sick leave. If such a pattern or circumstances continues, the University may require the employee to be examined by a physician of the University's choosing.
- 32.5 Employees hired after January 1, 1993 who have previous service with Political subdivision(s) of the State will not receive University credit for any

prior unused sick leave.

- 32.6 Bargaining Unit Members who terminate (retire, death) from the University with ten or more years of service will be eligible for a conversion payment of not more than one-fourth of their accrued but unused sick leave, not to exceed 240 hours. An employee may convert sick leave under the provisions of this Article, only once during the employee's lifetime. Service time purchased toward retirement does not count toward the conversion time requirement. All unused accumulated sick leave credit shall be eliminated at the time of sick leave conversion payment and shall not be re-credited to any employee for any reason.

### **Article 33: Workers Compensation**

- 33.1 An employee who is injured or who incurs an occupational disease in the course of and arising out of employment with the University of Toledo, who timely files an Accident Report with the University and who as soon as possible thereafter. All injuries must be reported to the immediate supervisor by the injured employee. Employees must notify their supervisor of intent to commence a work related leave that is due to injury or occupational disease which is believed to have been contracted "in the course of and arising out" of their employment. Notification from a health care provider is to include the start and approximate end date of the leave. The injured employee will be considered on active duty for the entire shift that the employee leaves to seek medical attention; provided a valid doctor's slip is provided that shows the employee sought medical attention that day.
- 33.2 Employees who have work restrictions that can be accommodated by The University of Toledo may be offered the opportunity to participate in the Transitional Work Program or Light Duty Program (see Article 34-Light/Restricted Duty). Light Duty is defined as meaningful employment that meets the restrictions set by the employee's Physician of Record.
- 33.3 Employees will continue to accrue sick and vacation time for the period they are on Temporary Total Disability (TTD) for up to twelve (12) months. In addition, employees may request vacation or comp time when they are receiving Temporary Total Disability Benefits from the Bureau of Workers' Compensation (BWC).
- 33.4 Employees are prohibited from collecting BWC benefits and sick time concurrently. Employees are required to use sick time, if available, for the seven day wait period. After the wait period, the employee may arrange to continue to use their accrued sick time for BWC related disability periods by notifying their supervisor in writing. A disability form or statement from

the physician is required to accompany the request for use of sick time. The extent of sick time used under this provision shall not exceed those hours used and employee may elect to apply for Temporary Total Disability via the BWC.

- 33.5 Employees that have returned to “regular employment” with an approved BWC claim may request that all sick leave time used during the period they were disabled (up to a maximum of 45 work days) be re-credited to their sick balance. “Regular employment” is defined as the same position pre-injury or a position for which the employee is qualified after light duty and/or transitional duty is exhausted. A valid statement or disability form which clearly states the “to” and “from” dates is to accompany the request for sick time re-credit.
- 33.6 Employees may request vacation or comp time in lieu of sick time, when sick time is exhausted; and that time will be re-credited to their bank. If sick time is available, vacation, or comp time used in lieu of sick time will not be re-credited to their bank.
- 33.7 Employees who return to work prior to the expiration of the forty-five (45) work days and then become disabled at a later date due to the same injury or exposure, may use the unused portion of the forty-five (45) work days.
- 33.8 Employees receiving TTD benefits are entitled to accrue seniority at the same rate as they would have if they were on active pay status.
- 33.9 Employees on a certified BWC leave shall retain their Medical and Life Insurance benefits at the same cost they would incur had they not been disabled for a period of up to twelve (12) months from the date TTD benefits are effective OR thirty (30) days after the employee has reached Maximum Medical Improvement; whichever comes first. The employee may elect COBRA coverage for medical benefits after the maximum period has lapsed.
- 33.10 Employees have the right to return to their same position for the period of up to twelve (12) months from the date TTD benefits are effective. Should TTD leave exceed twelve (12) months, the employee will be assigned to a position similar to the position held prior to going on TTD leave. If due to documented medical reasons the employee is not able to perform his or her former job or a light/restricted duty position per Article 34; the University shall inform the employee of his or her right to apply for any open positions for which he or she meets the qualifications.



## **Article 34: Light/Restricted Duty**

- 34.1 When a Bargaining Unit Member is unable to perform his/her regularly assigned duties due to medical restrictions as specified below, s/he may be eligible for temporary light duty assignment or with work restrictions. Management will consider each situation on a case-by-case basis. The University and the Association will meet and review such situations to determine if work is available and will negotiate the effects of such assignments as it pertains to wages, hours, terms and conditions of employment of the Bargaining Unit Member.
- 34.2 The University may require an employee to undergo an examination, conducted by a licensed physician designated by the University, to determine the employee's physical or mental capabilities to continue to perform the duties of the position which the employee holds.
- 34.3 When an employee's personal physician or the University's physician indicate in writing an employee is unable to perform his/her regularly assigned duties, the University, Association or employee may request a meeting to discuss the availability of work within the employee's medical capabilities. Any medical report must take into account the essential functions of the employee's position or position to which he/she could be assigned. If the University's physician and the employee's treating physician disagree regarding the employee's medical condition, they will consult to attempt to come to a mutual understanding. If the University's physician and the employee's treating physician cannot agree, the University's physician shall provide a panel of three (3) physicians, qualified in the area in question, for the Bargaining Unit Member to choose from, at the University's expense in accordance with 123:1-33-04 of the Ohio Administrative Code. The third physician's findings and recommendations will be given considerable weight in resolving the matter. If no work is available within the employee's capabilities, the employee may be placed on a leave as set forth in Article 31.
- 34.4 Light duty assignments will only be authorized if the officer is able to wear their uniform. Only three (3) light duty assignments at a time will be permitted. The officers that are on light duty will count toward minimum staffing numbers. Light duty assignments will not normally exceed ninety (90) calendar days, subject to review on a case-by-case basis. Subject to Article 14 upon return to regular duties, a Bargaining Unit Member assigned to light duty for ninety (90) calendar days or less shall be assigned to his/her former position, the same work location, job classification and pay range held prior to the leave. Upon return from light duty assignment of more than ninety (90) calendar days, the member shall be returned to a similar position in the same classification and pay range.

34.5 Any Member working with restrictions as recognized in accordance with this article shall not be allowed to work overtime if such work will violate their work duty restrictions. The overtime must be approved by the rank of Lieutenant or higher.

## **Article 35: Educational Benefits**

35.1 For the purpose of this Article, employee shall be defined as:

- a. Full-time permanent Bargaining Unit Members who are eligible for tuition waiver (tuition only – no general or other fees) for no more than eight (8) hours per semester for undergraduate courses. For graduate courses, the tuition waiver (tuition only – no general or other fees) will cover the program per credit hour tuition rate, not to exceed the non-specialized Graduate tuition per credit hour rate. The tuition waiver cannot be used for the J.D. program at the College of Law.
- b. Tuition waivers and financial assistance in excess of tuition for eligible bargaining unit members and eligible dependents will be pursuant to Institutional Aid policy #3364-30-53. Any modifications or changes to the policy will be discussed with the bargaining unit leadership.

35.2 Probationary employees will be eligible for the tuition waiver after successful completion of their probationary period.

35.3 For the purpose of this Article, spouse shall be defined as the legal spouse of a Bargaining Unit Member. The spouse of a Bargaining Unit Member shall not be eligible for tuition waiver for undergraduate courses until the employee has completed one (1) continuous year of University employment.

35.4 For the purpose of this Article, dependent shall be defined as an individual dependent child (natural child, step child, or adopted child) who is actually claimed as an IRS dependent, until the child turns age twenty-four (24), unmarried and claimed as a personal exemption under the provisions of Section 151 of the Internal Revenue Code. The dependent child of a Bargaining Unit Member shall not be eligible for tuition waiver until the employee has completed one (1) continuous year of University employment.

35.5 The dependent child of an employee shall be eligible for undergraduate tuition waiver only. The tuition waiver for dependents is solely a tuition waiver of the University of Toledo and does not cover any additional fees or costs associated with instruction. At all times, the tuition waiver will

only pay for each course only once. The tuition waiver can only be applied to University of Toledo tuition assessment for the fall, spring and summer semesters. The tuition waiver cannot be used for enrollment in non-credit courses or credit courses which are audited. Courses of study taken by spouses and dependents must be degree-seeking and taken for credit. All coursework is subject to annual verification of satisfactory academic progress (SAP) where academic progress is defined by the University's Academic Standing policy (3364-71-01). Any modifications or changes to the policy will be discussed with bargaining unit leadership.

#### 35.6 Survivor Benefit:

- a. In the case of death of an employee who has completed five (5) years of service with the University of Toledo or whose death occurred in the line of duty, the tuition waiver benefit shall continue for the surviving spouse so long as s/he has not remarried and for any dependent children of the decedent, including any child conceived but not born at the time of the Member's death;b. Tuition waiver benefits for the surviving spouse and/or children of a deceased employee shall be administered in accordance with the Tuition Waiver Policy #3364-25-35.

35.7 Reciprocals and related fee payment programs: Employees are only eligible to enroll in courses at Bowling Green State University which are not available at the University of Toledo under the terms of the UT/BGSU reciprocity agreement and which are degree seeking. The tuition waiver will be applied for the maximum of six (6) credit hours per semester for undergraduate and graduate courses. The UT/BGSU reciprocal agreement is not applicable for non-credit courses. This provision shall be null and void if The University of Toledo no longer has a reciprocity agreement in place with BGSU.

35.8 When an employee terminates during the semester in which the tuition waiver is in effect for the employee, spouse or dependent, the tuition waiver will continue only for the remainder of the semester (fall, spring, or summer) in which the change in employment status occurs.

35.9 Employees may not take courses during work hours. Recognizing that employment is a full-time responsibility, Members enrolled in any institution of higher education are expected to limit their course load to 8 semester hours or equivalent. In extenuating circumstances, the eight (8) hour limit may be exceeded upon specific approval of the Chief of Police.

#### 35.10 Other Fees:

The tuition waiver is solely a tuition waiver of the University of Toledo and does not cover any additional fees or costs associated with instruction.

## **Article 36: Public Employees Retirement System Pickup**

- 36.1 Bargaining Unit Members shall continue to participate in the University's Public Employee's Retirement System Pick-Up Program for the duration of this Agreement.

## **Article 37: Insurance**

- 37.1 **Insurance Benefits:** The University will continue to provide bargaining unit members with insurance benefits consisting of the group medical, pharmacy, dental and vision plans under the benefits structure and with the co-pays and deductibles that are in effect at the start of each benefit plan year.

All bargaining unit members hired as of July 1, 2012 and thereafter shall sign up for CDHP as healthcare package.

- 37.2 **Employee Contribution:** Effective January 1, 2013, and continuing thereafter, eligible, full time bargaining unit members will be responsible through payroll deduction on a pretax basis pursuant to the University's Section 125 Employee Benefit Plan to pay twenty percent (20%) of the total monthly premium cost of the University's plan that includes group medical, pharmacy, dental and vision coverage which the bargaining unit member elects.

- 37.3 **Prescription Drugs:** The prescription plan is bundled with a medical plan, meaning the pharmacy benefit can only be accessed if the employee has enrolled in a UT medical plan. For generic drugs, the employee gets the cheaper of cost + processing fee or flat fee.

Bargaining unit members shall fill all prescriptions using a UT pharmacy or any university – sponsored plan participating pharmacy. Bargaining unit members who fill prescriptions outside of a UT pharmacy or any university – sponsored plan participating pharmacy will be responsible for the incremental cost over what would have been paid at a UT pharmacy.

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 during regular outpatient pharmacy hours. Only cash, credit, or debit cards will be accepted as forms of payment. Prescriptions can be filled at any UT Pharmacy or University sponsored plan participating pharmacy for a 10-day supply. The UT pharmacy staff can assist in identifying coverage under other plans. Members are expected to show their current prescription benefit card, supplied to you by the prescription benefit manager, at the time of

fill.

Bargaining unit members will receive a fifteen percent (15%) discount on a prescription co-pay amount provided the script is written by a UTMC physician and filled at a UT pharmacy.

Prescriptions may be filled for up to a 90-day period based on valid Physician order.

The formulary used will be the National formulary of the current prescription benefit manager including preauthorization and Step Therapy protocols.

Over the counter drugs will not be covered under the prescription benefit.

- 37.4 **Spousal Health Care Eligibility:** If a spouse has accessibility to medical and prescription drug insurance through their employer, they must enroll in that plan as primary for a minimum of single coverage and will not receive coverage under UT plans. If the spouse is not working or the spouse makes \$25,000 or less per year annually and health insurance through their employer would cost them more than \$75/month for a single plan/employee contribution, they may be carried on the UT plan as primary with their employer's health insurance as secondary
- 37.5 **Dependent Eligibility for Health Care:** Members who elect coverage through the University may also elect coverage for their dependents who are of ages 19 to 26 so long as their dependent meets the following criteria:

Aged 19-26 (end of calendar year they turned age 26)

- Cannot be eligible for other employer sponsored coverage, regardless of cost
- Cannot be secondary on coverage

Persons who are dependents to members because of disability may be covered under the member's health plan as a "dependent" regardless of age or student status with proper documentation as long as disability is as defined using Social Security's Disability definition and is determined prior to aging out at 26.

- 37.6 **Life Insurance/Accidental Death and Dismemberment/Supplemental Life/Dependent Life:** The Employer will continue to provide members group term life and accidental death and dismemberment insurance at no cost to the member in the amount of 2.05 times salary, rounded upward to the next highest \$1,000. Supplemental and dependent life insurance may be purchased at group rates.

- 37.7 **Retirement:** The Ohio Public Employees Retirement System (OPERS) as per statute. Employee contributions will continue to be “picked up” from the member’s pay and paid to the retirement system on a pre-tax basis; In addition, if elected in a timely manner, alternative retirement plan options to OPERS are available, authorized by law and adopted by the UT Board of Trustees pursuant to statute. Contributions to such alternative plan will be governed by the terms of the alternative plan adopted by the Board.
- 37.8 **Tax Sheltered Annuities:** The Employer agrees that, pursuant to Internal Revenue Code (IRC) Section 403 (b), and subject to the restrictions and limitations outlined below, a member may enter into a salary reduction agreement pursuant to which the member will agree to have a reduction in the member’s salary and the Employer will forward the amount equal to the reduction in the member’s salary to an annuity contract or custodial account that is qualified under IRC Section 403 (b) (a “tax sheltered annuity” or “TSA”). The following restrictions and limitations apply with respect to such matters:
- a. The Employer may restrict the timing of the member’s salary reduction elections to comply with the requirements of federal tax laws. Each member must enter into a written salary reduction agreement which is provided by the Employer.
  - b. Members are responsible for limiting the amount of their contributions to the maximum amount that, under the federal tax laws, may be tax-deferred in any year. The Employer may, but is not required to, restrict or limit contributions on behalf of the members to the extent that it believes that the total contributions for a member will exceed the maximum tax-deferral limits in effect for any year.
  - c. In accordance with ORC Section 9.91, the Employer may require all tax sheltered annuity providers or brokers to execute a reasonable hold harmless agreement protecting the Employer from liability. The Employer will make reports to the Internal Revenue Service (e.g., Form W-2’s) and withhold federal, state school district and local income taxes and employment taxes as it believes it is required to do by law.

## **Article 38: Parking**

- 38.1 Parking fees and administration for eligible bargaining unit members will be pursuant to Vehicle Traffic and Parking policy #3364-61-01.
- 38.2 Permit holders are expected to comply with all parking and traffic regulations as currently issued or revised by the University.

## **Article 39: Shift Differential**

### **39.1 SHIFT DEFINITION:**

- a. It is understood by the parties that the establishment of shifts and shift starting/ending times are clearly a management right as defined in Articles 2 and 13. For the purpose of shift differential pay the following shifts are defined:
- First shift is a shift commencing work between approximately 6:00 AM – 8:00 AM.
  - Second shift is a shift commencing work between approximately 2:00 PM – 5:00 PM.
  - Third Shift is a shift commencing work between approximately 9:00 PM – Midnight

### **39.2 SHIFT DIFFERENTIAL PAY RATES:**

Shift differential is hereby established as the following:

- 2nd shift (.50) 3rd shift (.35)

### **39.3 Eligibility:**

An employee who is permanently assigned to the second, third or fourth shift (s) will receive differential pay for his/her scheduled work day, regardless of the shift hours they actually work. An employee who is temporarily assigned to the second, third or fourth shift (s) for a period of more than ninety (90) calendar days will receive the differential pay for his/her scheduled work day, regardless of shift hours they actually work beginning with the ninety-first (91) day of the assignment for the balance of the temporary assignment.

### **39.4 Method of Payment:**

Shift differential pay shall be paid to eligible employees for hours in paid status. Shift differential shall be paid in addition to regular pay for any hours of leave with pay. The shift differential shall be paid to eligible employee for each hour of overtime worked. The shift differential shall be added to the base hourly rate prior to computing the overtime rate. Shift differential pay is applicable to court appearance time and is applicable to hours worked when called back to duty, if the Member otherwise qualifies for shift differential pay. Shift differential pay will be paid on a bi-weekly basis in the regular paychecks and will not be cumulative under any circumstances.

## **Article 40: Wages**

40.1 Effective upon ratification of this Agreement the current classifications of ULEO 1 without academy and ULEO 1 with academy, ULEO 2 / Senior and ULEO 3 / Sergeant shall remain in effect. Minimum qualifications for ULEO 1's and ULEO 2's and ULEO 3's shall include the qualifications specified in the current job descriptions and the State Specifications for the University Law Enforcement Officers. Appendix C reflects the salary schedule and timing of increases.

40.2 Senior ULEO 2 when they have met all of the following criteria:

- Completion of four (4) years of University of Toledo service
- A Bachelor's degree
- Above average evaluations. The Officer being considered for senior rank will have his/her last two (2) evaluations reviewed. The Officer will have no less than acceptable conduct reflected in all of the evaluations reviewed. ULEO's having conduct not acceptable or conduct needs improvement reflected in any one of his/her evaluations will not be eligible for senior rank
- No disciplinary record in accordance with Article 6 – Corrective Action & Employee Records.
- No sick leave abuse in accordance with Article 32 – Sick Leave.
- Self-Improvement training. The Officer being considered for senior rank not showing an interest in academic achievement, or in the area of law enforcement training, or to improve a skill within a two (2) year period will not be eligible for senior rank. In service training excluded.

40.3 Bargaining unit members are eligible to apply for vacant Sergeant positions if they meet the minimum position qualifications as specified in the current job description.

40.4 The University shall provide annual wage increases in the following manner:

Salary Schedule to be based on service with UT ONLY as a ULEO, not state time.

A market adjustment of three percent (3%) will be effective 1/1/22.



<b>GENERAL WAGE INCREASE SCHEDULE</b>	
<b>Contract Year</b>	<b>Wage↑</b>
1/1/22 – 12/31/22	2%
1/1/23-12/31/23	Me too with PSA*
1/1/24-12/31/24	Me too with PSA*

\*PSA is defined as classified exempt, classified salaried, and unclassified administrative and professional employees who do not belong to a bargaining unit and do not have faculty rank.

- 40.5 In the event bargaining unit members should be required to work twelve (12) hour shifts, or longer, they will be compensated with stress pay of fifty cents (\$.50) per hour in addition to their normal overtime pay for each hour worked beyond their normal shift hours, excluding special events and other voluntary overtime. The provisions of this paragraph shall apply only in the event of a natural disaster, man-made disaster, or civil riot or commotion.
- 40.6 The University agrees to maintain the Professional Incentive Program however the program will be modified to eliminate monetary incentives in exchange for other non-monetary incentives as agreed to by the Labor-Management Committee.

**Article 41: Zipper Clause**

- 41.1 It is understood and agreed that this Agreement contains all the agreements of the parties and that the same may be amended or altered only by agreement in writing signed by the parties.
- 41.2 The University and the Association agree that all matters desired by either party have been presented, discussed and incorporated herein or rejected. Accordingly, except to the extent expressly stated to the contrary above, it is agreed that for the life of this Agreement, each party voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, whether or not referred to in this Agreement.

**Article 42: Duration**

- 42.1 This Agreement shall be in effect from January 1, 2022 through December 31, 2024.
- 42.2 Should either party desire to terminate this Agreement, that party shall

give written notice of such intent to the other party at least sixty (60) calendar days prior to the expiration date of this Agreement or the Agreement shall automatically renew for a period of one (1) year and for a one (1) year period thereafter until such notice is given.

- 42.3 The dispute resolution provisions of Ohio Revised Code Section 4117 shall apply in the event notice to terminate this Agreement is given under the terms of this Article.

### **Article 43: Canine Handler**

- 43.1 The Department Canine(s) shall be the property of The State of Ohio and the Ohio Department of Public Safety and will be licensed in accordance with all applicable laws. The University will provide all food, equipment (including toys), insurance, licensing, and veterinary services for the canine until termination of the program or until retirement of the canine. The University reserves the right to terminate the program at any time.
- 43.2 If permissible, upon retirement of the canine, the canine handler may have the opportunity to assume ownership of the canine per an agreement with the State of Ohio. If the Canine Program is terminated by the State of Ohio or The University of Toledo, the canine and all canine assets shall be provided to the Ohio Department of Public Safety.
- 43.3 The canine handler will be responsible for the care and maintenance of the assigned canine (feeding, grooming, bathing, etc.). The canine shall live with the handler at his/her residence and may be confined for short periods of time while on the employee's property.
- 43.4 In order to take vacation time off, the canine handler will be permitted the same number of "dog-free-days" per year equivalent to the number of vacation days he/she accrues per the contract in one year. The University of Toledo will be responsible for the cost of kenneling the canine during this period(s) of time.
- 43.5 The University will cover the cost of one (1) home floor cleaning per year, upon request of the canine handler, up to \$500 per year.
- 43.6 The University will provide a uniform necessary for the requirements of the job for the canine handler. In addition to all other uniform related provisions made elsewhere in the CBA, the canine handler will also be issued all uniform and equipment items required for the assignment that are not part of the regular-duty issue.

- 43.7 The Canine handler will be scheduled on the 4 and 2 rotating days off schedule in accordance with Article 14.1 of the CBA. The Canine handler will work a seven and a half (7.5) hour day. To meet FLSA, the canine handler will be granted one (1) hour for the care and maintenance of the canine each day and thirty (30) hours of "flex time," totaling two-hundred-seventy-three hours (273). The one (1) hour each day will go for animal maintenance and training duty and is to compensate the officer for time spent working with the animal outside of the workplace, such as home. Other training and maintenance needs such as regional training, veterinary visits, etc., shall be incorporated into the officer's normally scheduled hours.
- 43.8 The canine handler will be entitled to receive any shift differential as outlined in Article 39.
- 43.9 The canine handler will be counted as part of minimum staffing, except during times when scheduled to be away from the campus for the majority of a shift for other requests.
- 43.10 Hours spent working over seven and one half hours (7.5) will be compensated at time and one half.
- 43.11 Providing canine service is the primary job duty of the canine handler and therefore his/her work schedule may vary to accommodate those duties, therefore:
- a. Canine handlers will generally work a consistent schedule of days and hours with consecutive days off, subject to flexing as described in this section;
  - b. Canine handlers will flex their days or hours for events that are planned in advance and for which canine service is assigned at least 10 calendar days prior to the event so that the first seven and one half (7.5) hours of the event are regular duty;
  - c. Hours falling outside the canine handler's normal work schedule that occur at events for which canine service is assigned less than 10 calendar days prior to the event will be paid as overtime;
  - d. Unscheduled call out for canine service will be paid out at time and one half in accordance with Article 14.10 of the CBA.

- e. While the canine handler is not required to answer his/her phone and/or be duty-ready at all times, he/she is subject to call in while off duty. However, if because of certain events/needs the department requires the canine handler to be duty-ready for a specific period of time, the canine handler will be compensated with (8) hours added to his/her comp time for each day required to be at duty ready.

#### **Article 44: Distribution of Agreement**

- 44.1 Within forty five (45) calendar days after this Agreement has been ratified and signed by the parties, the Employer shall have copies of this Agreement printed at its expense and distributed to all currently employed Members plus an additional ten (10) copies. If the UTPPA requests additional copies of the Agreement, such copies shall be provided and the UTPPA will reimburse the University of Toledo the actual cost for the reproduction. The University will make a copy of the contract available on the University's website.


#### **Article 45: Spousal Eligibility**

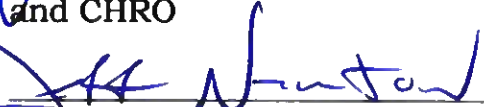
- 45.1 In accordance with 2015 case law by the Supreme Court of the United States, the University of Toledo will hereby discontinue eligibility to domestic partners as it pertains to any and all University benefits.
- 45.2 To satisfy spousal eligibility for any and all University benefits, employees must be in lawfully recognized marriages, including marriages that were validly entered into outside of the United States so long as those marriages could have been entered into in at least one state.

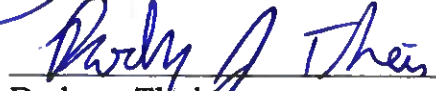
**Collective Bargaining Agreement  
Between  
The University of Toledo  
and  
The University of Toledo Police Patrolman's Association**

This agreement was ratified by the UTPPA membership and approved by the Board of Trustees in accordance with Ohio Revised Code Chapter 4117.

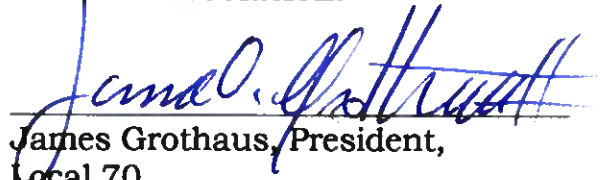
**For the University of Toledo:**

  
\_\_\_\_\_  
John Elliott,  
Senior Associate Vice President  
and CHRO

  
\_\_\_\_\_  
Jeff Newton,  
Associate Vice President for Public Safety

  
\_\_\_\_\_  
Rodney Thejs,  
Chief of Police

**For the Association:**

  
\_\_\_\_\_  
James Grothaus, President,  
Local 70

  
\_\_\_\_\_  
Steve Wilson, Vice President,  
Local 70

  
\_\_\_\_\_  
Matthew Momenee, Treasurer,  
Local 70

# Appendix A

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## Grievance Form



**INTERNATIONAL UNION  
OF POLICE ASSOCIATIONS**  
THE ONLY UNION FOR LAW ENFORCEMENT OFFICERS

SAM A. CABRAL  
International President

Hugh Cameron  
International Secretary-Treasurer

INTERNATIONAL HEADQUARTERS 1549 RINGLING BLVD., 6TH FLOOR SARASOTA, FL 34236-6772 (941) 487-2560	<b>GRIEVANCE REPORT FORM</b>  PLEASE PRINT OR TYPE	ALLOTTA   FARLEY CO. LPA 2222 CENTENNIAL ROAD TOLEDO, OH 43617 (419) 535-0075
GRIEVANCE NUMBER	NAME OF LOCAL	LOCAL NUMBER

**EMPLOYER'S INFORMATION**

EMPLOYER'S NAME \_\_\_\_\_ PHONE NO. \_\_\_\_\_

ADDRESS \_\_\_\_\_

**GRIEVANT'S INFORMATION**

GRIEVANT'S NAME \_\_\_\_\_

HOME ADDRESS \_\_\_\_\_

PHONE NO.: HOME \_\_\_\_\_ WORK \_\_\_\_\_ EXT \_\_\_\_\_

POSITION/CLASSIFICATION: \_\_\_\_\_

LIST BELOW THE ARTICLE(S) AND SECTION(S) OF CONTRACT VIOLATED:

**DATE GRIEVANCE OCCURRED: \_\_\_\_\_ TIME GRIEVANCE OCCURRED: \_\_\_\_\_**

EXPLAIN BELOW HOW THE ABOVE ARTICLE(S) AND SECTION(S) WERE VIOLATED:

DID YOU DISCUSS GRIEVANCE WITH YOUR IMMEDIATE SUPERVISOR? YES  NO

IF YES, SUPERVISOR'S NAME \_\_\_\_\_ DATE/TIME \_\_\_\_\_

LIST OTHERS PRESENT, INCLUDING UNION REPRESENTATIVE:

REMEDY DESIRED:

GRIEVANT'S SIGNATURE \_\_\_\_\_ DATE/TIME \_\_\_\_\_

**-OVER-**

# GRIEVANCE REPORT FORM

PLEASE PRINT OR TYPE

## INFORMAL

RECEIVING SUPERVISOR: \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE/TIME: \_\_\_\_\_

SUPERVISOR'S RESPONSE:

RETURNED TO: \_\_\_\_\_ DATE/TIME: \_\_\_\_\_

ACCEPTED: YES  NO

UNION REPRESENTATIVE: \_\_\_\_\_

## STEP 1

RECEIVING SUPERVISOR: \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE/TIME: \_\_\_\_\_

SUPERVISOR'S RESPONSE:

RETURNED TO: \_\_\_\_\_ DATE/TIME: \_\_\_\_\_

ACCEPTED: YES  NO

UNION REPRESENTATIVE: \_\_\_\_\_

## STEP 2

(IF APPLICABLE)

RECEIVING SUPERVISOR: \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE/TIME: \_\_\_\_\_

SUPERVISOR'S RESPONSE:

RETURNED TO: \_\_\_\_\_ DATE/TIME: \_\_\_\_\_

ACCEPTED: YES  NO

UNION REPRESENTATIVE: \_\_\_\_\_

## STEP 3

(IF APPLICABLE)

RECEIVING SUPERVISOR: \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE/TIME: \_\_\_\_\_

SUPERVISOR'S RESPONSE:

RETURNED TO: \_\_\_\_\_ DATE/TIME: \_\_\_\_\_

ACCEPTED: YES  NO

UNION REPRESENTATIVE: \_\_\_\_\_



<b>STEP 4</b> (IF APPLICABLE)	RECEIVING SUPERVISOR: _____
	TITLE: _____ DATE/TIME: _____
	SUPERVISOR'S RESPONSE:
	RETURNED TO: _____ DATE/TIME: _____
	ACCEPTED: YES <input type="checkbox"/> NO <input type="checkbox"/>
UNION REPRESENTATIVE: _____	

IUPA WILL APPEAL / ARBITRATE AS PROVIDED : YES  NO

APPROVAL BY IUPA REPRESENTATIVE:

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

# Appendix B

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Garrity

**The University Of Toledo Police Patrolmen's Association  
UTPPA: IUPA LOCAL #70**

**GARRITY RIGHTS STATEMENT FORM**

On \_\_\_\_\_ (Date), \_\_\_\_\_ (Time), and \_\_\_\_\_ (Place), I was ordered to give a statement/report. It is my understanding that if I do not give this statement/report I may be subject to discipline by my department up to and including dismissal. It is my belief and understanding that this statement/report is to be used for the sole purpose of an internal investigation, that it may be used against me in the departmental disciplinary proceedings and that it cannot be used against me in any subsequent criminal proceedings. I hereby reserve my conditional right to remain silent under the Fifth and Fourteenth Amendment to the United States Constitution, and any rights provided to me by Ohio Law.

Officer's Signature

Date

\_\_\_\_\_

\_\_\_\_\_

Union Representative Signature

Date

\_\_\_\_\_

\_\_\_\_\_

# Appendix C

## Salary Schedules

2022						
First Shift						
Position	Range	Step	Description	Base Hrly 2021	Base Hrly 2022	Annual 2022
Patrol w/o Acad	1	1	Start Rate	\$23.14	\$24.31	\$50,566.64
Patrol w/ Acad	2	1	Start Rate	\$24.90	\$26.16	\$54,412.68
		2	After 2 years UT Service	\$26.22	\$27.55	\$57,297.20
		3	After 3 years UT Service	\$27.62	\$29.02	\$60,356.55
		4	After 6 years UT Service		\$31.12	\$64,727.05
Sergeant	3	1	Rate	\$34.40	\$36.14	\$75,172.53
Sr. Patrol Officer	4	1	After 4 years UT Service	\$31.60	\$33.20	\$69,053.84
		2	After 6 years UT Service	\$32.45	\$34.09	\$70,911.30
Second Shift						
Position	Range	Step	Description		Base Hrly 2022	Annual 2022
Patrol w/o Acad	1	1	Start Rate		\$24.81	\$51,606.64
Patrol w/ Acad	2	1	Start Rate		\$26.66	\$55,452.68
		2	After 2 years UT Service		\$28.05	\$58,337.20
		3	After 3 years UT Service		\$29.52	\$61,396.55
		4	After 6 years UT Service		\$31.62	\$65,767.05
Sergeant	3	1	Rate		\$36.64	\$76,212.53
Sr. Patrol Officer	4	1	After 4 years UT Service		\$33.70	\$70,093.84
		2	After 6 years UT Service		\$34.59	\$71,951.30
Third Shift						
Position	Range	Step	Description		Base Hrly 2022	Annual 2022
Patrol w/o Acad	1	1	Start Rate		\$24.66	\$51,294.64
Patrol w/ Acad	2	1	Start Rate		\$26.51	\$55,140.68
		2	After 2 years UT Service		\$27.90	\$58,025.20
		3	After 3 years UT Service		\$29.37	\$61,084.55
		4	After 6 years UT Service		\$31.47	\$65,455.05
Sergeant	3	1	Rate		\$36.49	\$75,900.53
Sr. Patrol Officer	4	1	After 4 years UT Service		\$33.55	\$69,781.84
		2	After 6 years UT Service		\$34.44	\$71,639.30