

**AGREEMENT BETWEEN  
BOWLING GREEN STATE UNIVERSITY  
AND  
THE INTERNATIONAL UNION OF POLICE  
ASSOCIATIONS, LOCAL NO. 103, AFL-CIO**

**Effective – July 1, 2021  
Expires – June 30, 2024**

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## **PREAMBLE**

This Agreement, made and entered into as of the 1<sup>st</sup> day of July, 2021, in Bowling Green, Ohio, is by and between the Bowling Green State University [hereinafter “University”] and the International Union of Police Associations, Local No. 103, AFL-CIO [hereinafter “Union”].

## **DEFINITIONS**

- A. Whenever an Article of this Agreement expresses a time limit for taking an action in “days” it will be understood to mean calendar days.
- B. Whenever an Article of this Agreement expresses a time limit for taking an action in “workdays” it will be understood to exclude Saturdays, Sundays and holidays recognized in this Agreement.
- C. Whenever an Article of this Agreement expresses the classification of Officer in Charge (OIC) it will be understood that this signifies the most senior OIC eligible officer in the absence of a supervisor.

## **ARTICLE 1**

### **RECOGNITION**

Section 1.10. The University recognizes the International Union of Police Associations, Local No. 103, AFL-CIO [“Union”] as the exclusive representative for purposes of collective bargaining with respect to all matters pertaining to wages, hours, or terms and conditions of employment of those non-probationary employees in the following unit certified by the State Employment Relations Board on December 19, 1991 in Case No. 91-REP-06-0165:

Included: Full-Time Police Cadet, Full-Time Police Officer 1, Full-Time Police Officer 2, Full-Time and Part-Time Radio Dispatchers, Full-Time Radio Dispatcher 2, Full-Time Records Management Officer.

Excluded: All other employees.

Section 1.11. The University shall not negotiate nor make any collective bargaining agreement or contract with any individual working in classifications identified in Section 1.10 of this agreement, covered herein. Any agreements entered into between the University and the employees covered herein shall be through duly authorized representatives of the Union. Any other agreements shall be of no effect.

Section 1.20. This Agreement contains the full and complete Agreement on all bargainable issues between the parties. Any aspect of wages, hours, terms and conditions of employment not covered by this Agreement is declared to have been expressly eliminated as a subject for collective bargaining, and during the life of this Agreement, the parties waive any right to request further bargaining or negotiations, even though such subject or matter may not have been within the knowledge or contemplation of either or

both of the parties at the time they negotiated or signed this Agreement. The University hereby reserves the right to make, change, and enforce rules, policies and procedures which do not conflict with the terms of this Agreement.

Section 1.30. The parties intend this Agreement to supersede, to the extent allowable by law, any and all provisions of the Ohio Revised Code and the Ohio Administrative Code and any other state or local laws or ordinances setting forth wages, hours, or terms and conditions of employment of the employees subject hereto.

Section 1.40. This Agreement, and the Appendices attached hereto and included herein by this reference, contain the entire agreement of the parties for the duration specified in Article 31 and supersedes, in its entirety, all previous collective bargaining agreements between the parties.

Section 1.50. Should any part of this Agreement be held invalid by operation of law or by any court of competent jurisdiction or should compliance with or enforcement of any part of the Agreement be restrained by any such court pending a final determination as to its validity, such invalidation or temporary restraint shall not invalidate or affect the remaining portions of this Agreement or the application of such portions.

In the event of invalidation of any portion or portions of this Agreement by a court of competent jurisdiction, and upon written request by either party, the parties to this Agreement shall meet at mutually agreeable times in an attempt to modify the invalidated provisions by good faith negotiations.

Section 1.60. In case of a publicly declared emergency by the President of the United States, the Governor of the State of Ohio, the Federal or State Legislature, or the university President or designee, such as acts of God, natural disaster, civil disorder, national or local emergency the following conditions of this Agreement may be suspended for the duration of the emergency or seven calendar days, whichever is less:

- A. Time limits for the Employer's or the IUPA's actions on grievances.
- B. Provisions of this Agreement relating to the assignment of employees.

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

## ARTICLE 2

### MANAGEMENT RIGHTS

Section 2.10. The Union recognizes that, except as specifically limited or abrogated by the terms and provisions of this Agreement, or by applicable state or federal law, all rights to manage, direct or supervise the operations of the University and all of its employees are vested solely and exclusively with the University and/or its designated representatives, and shall not be subject to the grievance procedure.

Section 2.20. Not by way of limitation of the foregoing paragraph, but only to indicate the type of matters or rights which belong to, and are inherent in, the University, the University retains the right to:

- (1) Hire and transfer employees;
- (2) Discharge, suspend or discipline employees for cause;
- (3) Determine the number and job titles of persons required to be employed, laid off or recalled;
- (4) Determine the starting and quitting time and the number of hours to be worked by its employees;
- (5) Make any and all rules and regulations not inconsistent with this Agreement;
- (6) Determine the work assignments of its employees;
- (7) Determine the basis for selection, retention and promotion of employees to or from positions not within the bargaining unit established by this Agreement;
- (8) Determine the type of equipment used and the sequence of work processes;
- (9) Determine work standards and the quality and quantity of work to be produced;
- (10) Transfer or subcontract work;
- (11) Consolidate, merge or otherwise transfer any or all of its facilities, property processes or work with or to any other entity, or affect or change in any respect the legal status, management or responsibility of such property, facilities, processes or work;
- (12) Terminate or eliminate all or any part of its work or facilities.

### **ARTICLE 3**

#### **NONDISCRIMINATION STATEMENT**

Section 3.10. It is the intention of the parties that the Agreement shall be administered and interpreted in accordance with laws relating to discrimination on the basis of age, disability, handicap, national origin, race, creed, color, religion, or sex.

Section 3.20. All references to employees in this Agreement designate both sexes, and wherever gender is used, it shall be construed to include both male and female employees.

Section 3.30. Neither party shall interfere with, restrain, coerce or otherwise discriminate against any employee in the bargaining unit for exercising his/her right to join or not to join the Union.

## ARTICLE 4

### SAVINGS CLAUSE

Section 4.10. In the event that any provision of this Agreement is finally declared unlawful by an appropriate, duly authorized tribunal, it shall be of no further force and effect, and the parties shall meet at mutually agreeable times in an attempt to legally modify the invalidated provision(s) through good faith negotiations.

## ARTICLE 5

### IUPA, AFL-CIO REPRESENTATION

Section 5.10. The University shall recognize two (2) employees, plus the president of the Union or his/her designee, designated by the members of the bargaining unit and approved by the Union, to act as Union representatives. The aforementioned individuals shall be authorized to represent bargaining unit employees through the Grievance procedure.

Section 5.20. No one shall be permitted to function as a Union representative until the Union has presented the University with written notice of the person's selection. The Union shall provide the University with an official roster of all Union officers and authorized Union representatives which shall be kept current at all times and shall include the following: (1) name; (2) address; (3) home telephone number; and (4) Union office held.

Section 5.30. Nonemployee representatives of the Union shall be admitted to the University's facilities for the purpose of processing grievances or attending meetings as permitted herein only with prior approval of the Director of Public Safety/Chief of Police or his/her designee. Upon approval, the Union representative shall identify himself/herself as such to the Director of Public Safety/Chief of Police or his/her designee. Approval shall not be unreasonably withheld.

Section 5.40. The Union agrees that no official of the Union (employee or nonemployee) shall interfere, interrupt, or disrupt normal work duties of other employees; the Union further agrees not to conduct any Union business during normal work time except to the extent authorized in Section 5.50, below. Union representatives shall cease unauthorized Union activities immediately upon the request of the supervisor of the area in which Union activity is being conducted or upon the request of the Union representative's supervisor.

Section 5.50. Union representatives shall be permitted reasonable time to investigate, present and process formal grievances on University property without the loss of pay during their regular working hours; provided that, in each and every instance where such time is required, only one (1) representative is assigned to a grievance, and such representative notifies the Director of Public Safety/Chief of Police or his/her designee of the need for absence from his/her duty station. Union representatives shall make all reasonable efforts, however, to process all grievances during nonworking hours.

Section 5.60. The Union may use the existing bulletin board within the department to communicate Union-related matters such as meetings and elections, recreational events, and committee reports. No notice of a political or personal nature directed toward the University or any officer, employee, or trustee thereof may be posted.

## ARTICLE 6

### GRIEVANCE PROCEDURE

Section 6.10. A grievance is defined as any dispute regarding the interpretation or application of this Agreement between the University and an individual member or members of the bargaining unit. Pending a decision on a grievance, the University's order shall be followed as given with regard to the employee(s) involved. To avoid unnecessary repetition, grievances stemming from the same set of circumstances may be filed as a "class action grievance" on behalf of all covered employees similarly affected.

Section 6.20. The Union and the University agree that it is important that complaints and grievances be processed as quickly as possible at each administrative level set forth below. To that end, the number of days indicated herein shall be considered a maximum. The time limit specified may, however, be extended by mutual written agreement between the University and the employee or his/her designated union representative.

Section 6.30. If a grievance is not presented within seven (7) workdays after the employee knew or reasonably should have known of its occurrence, it shall be considered not to have existed or occurred. In the event that the University does not respond to a grievance within the specified time limits, the grievance may be appealed to the next step of the grievance procedure.

Section 6.40. Nothing contained in this Agreement shall be construed to limit the individual right of a bargaining unit member having a complaint or problem to discuss the matter informally with members of the University administration through usual channels of communication.

Section 6.50. Step One: The grievant(s) should first discuss his/her problem or grievance on an informal basis with his/her immediate supervisor. The immediate supervisor shall then attempt to resolve the matter informally and shall respond to the grievant(s) within seven (7) workdays.

Section 6.60. Step Two: If the grievance has not been settled after Step One, it may be presented in writing on the proper form prepared for that purpose to the Director of Public Safety/Chief of Police within seven (7) workdays after the immediate supervisor's response is due. The grievant, a Union representative, or the Director of Public Safety/Chief of Police (or his/her designee) may request a meeting to discuss the written grievance appeal. If such a meeting is requested, it shall be held within seven (7) workdays following receipt by the Director of Public Safety/Chief of Police of the written grievance appeal. The grievant and, at his/her option, a Union representative, shall attend such meeting. The Director of Public Safety/Chief of Police (or his/her designee) shall render a decision in writing to the employee within seven (7) workdays following the meeting or receipt of the written grievance, whichever occurred later. A copy of the Director of Public Safety/Chief of Police's decision is to be sent to the Chief Human Resources Officer and the local Union president.



Section 6.70. Step Three: If the grievance still remains unadjusted after Step Two, it may be presented in writing to the Chief Human Resources Officer (or his/her designee) within seven (7) workdays after the response of the Director of Public Safety/Chief of Police (or his/her designee) is due. The grievant, a Union representative, or the Chief Human Resources Officer (or his/her designee) may request a meeting to discuss the written grievance appeal. If such a meeting is requested, it shall be held within seven (7) workdays following receipt by the Chief Human Resources Officer (or his/her designee) of the written grievance appeal. The grievant and, at his/her option, a Union representative shall attend such meeting. The Chief Human Resources Officer (or his/her designee) shall render a decision in writing to the grievant(s) within seven (7) workdays following the meeting or receipt of the written grievance, whichever occurred later.

Section 6.80. Arbitration: Any grievance which is not resolved through the grievance procedure may, only at the request of the Union, be submitted to arbitration. Notice of the request for arbitration must be served on the University in writing, within fifteen (15) workdays from the date on which the Union received the Chief Human Resource Officer's (or his/her designee's) written decision in Step Three.

Section 6.81. Within fifteen (15) workdays following the University's receipt of the Union's request for arbitration, the Union and the University shall attempt to identify a mutually acceptable arbitrator. If such attempts are unsuccessful, the parties shall request the Federal Mediation and Conciliation Services (FMCS) to submit a list of seven (7) potential arbitrators, all of whom shall be members of the National Academy of Arbitrators. Selection of the arbitrators will be accomplished by alternate striking of names from the list with the Union striking the first name. If the arbitrator thus chosen cannot serve, the parties shall request a new list and shall begin the selection process anew.

Section 6.82. The costs of any proof produced at the direction of the arbitrator, the fee of the arbitrator, and the rent, if any, for the hearing room shall be borne equally by the parties. The expenses of any nonemployee witnesses shall be borne, if at all, by the party calling them. Any affected bargaining unit member in attendance for such hearing shall not lose pay or any benefits to the extent such hearing hours are during his/her normally-scheduled working hours on the day of the hearing.

Section 6.83. The arbitrator shall conduct a fair and impartial hearing on the grievance. It is expressly understood that the ruling and decision of the arbitrator, within his/her function as described herein, shall be final and binding, providing such decision does not exceed the jurisdiction or authority of the arbitrator set forth in this Section. Only disputes involving issues subject to resolution through the grievance procedure based upon the facts presented shall be subject to arbitration. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement.

## ARTICLE 7

### NO STRIKE/NO LOCKOUT

Section 7.10. It is understood and agreed that the services performed by the employees covered by this Agreement are essential to the public health, safety, and welfare. Therefore, the Union agrees that, during the term of this Agreement, it shall not directly or indirectly call, authorize, instigate, engage in, support, encourage, ratify, assist in any way, or sanction any strike, picketing, handbilling, sympathy strike, slowdown, work stoppage, sick-out or any interruption or interference with the normal operations of the University.

Section 7.20. No member of the bargaining unit shall instigate or participate, directly or indirectly, in any strike, picketing, handbilling, sympathy strike, slowdown, work stoppage, sick-out or any interruption or interference with the normal operations of the University. Violation of this provision shall be just cause for disciplinary action, up to and including discharge, as determined by the University, subject to appeal only to the grievance procedure, with the only issue to be determined by the arbitrator being whether a violation of this Section actually occurred.

Section 7.30. In the event any violation of this Section occurs, upon notice from the University, the Union shall actively discourage and endeavor to prevent or terminate any violation by using its best efforts to immediately notify all bargaining unit members that the strike, picketing, handbilling, sympathy strike, slowdown, work stoppage, sick-out or other interference with normal University operations is prohibited and is not in any way sanctioned or approved by the Union. Furthermore, the Union shall use its best efforts to immediately instruct members of the bargaining unit to return to their duties at once.

Section 7.40. The University agrees that, during the term of this Agreement, it shall not lock out any bargaining unit member covered by this Agreement.

## ARTICLE 8

### RESPONSIBILITIES AND DISCIPLINARY ACTION

Section 8.10. Each member of the Union is responsible for self-discipline. If an employee is unwilling or unable to discipline himself/herself, disciplinary action becomes a responsibility of the University.

Section 8.20. Any discharge, demotion, suspension, or other disciplinary action shall be for just cause.

Section 8.30. An employee will not be discharged without first being afforded the opportunity for a conference before the Chief Human Resources Officer, or his/her designee, in which conference the employee may give his/her version of the events at issue. The employee will be advised of his/her right, at his/her option, to have a Union representative present at such conference.

Section 8.40. Internal investigations will be conducted in such a manner as will comply with all applicable state laws and will not infringe upon the constitutional rights of any bargaining unit member. The employee will be given notice of the complaint in writing prior to any questioning. Investigations and recommendations will be completed and submitted within thirty (30) days after the complaint has been received by the investigating supervisor. Investigations taking longer than thirty days may be extended by mutual agreement. Before an employee may be disciplined for refusing to answer questions or for refusing to participate in an investigation, the employee will be advised that his/her refusal may subject him/her to disciplinary action.

## ARTICLE 9

### EMPLOYEE RIGHTS

Section 9.10. An employee has the right to the presence of a representative of his/her bargaining unit and/or the Union's Business Agent and the right of cross-examination of all witnesses at disciplinary hearings.

Section 9.11. An employee who is to be questioned as a suspect in any investigation of any criminal charge against him/her shall be advised of his/her Constitutional Rights before any questioning begins.

The employer recognizes that criminal investigations of an employee should be and will be handled in the same manner as a criminal investigation that would involve any citizen.

Section 9.12. Before an employee may be charged with any violation of University policies, procedures, and rules for a refusal to answer questions or participate in an investigation, s/he shall be advised that his/her refusal to answer questions, or participate in such investigation, may be made the basis of such a charge.

Section 9.13. Any interrogation, questioning or interview shall be conducted at a reasonable hour, preferably while the employee is working. All such time an employee is required to participate in an investigation that is not his/her normal scheduled working hours, s/he shall be compensated at the appropriate rate of pay. 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.

Section 9.14. The employee will be given notice of formal and informal complaints prior to any questioning. If a formal complaint is made, the employee will receive a copy of the complaint. If the complainant requests confidentiality, the name and identifying information of the complainant may be redacted. Pursuant to a confidentiality request, hand written or other forms of formal complaints may be typed prior to providing a copy of the complaint to the employee. Investigations and recommendations will be completed and submitted within (30) days after the complaint has been received by the investigating supervisor. Investigations taking longer than thirty days may be extended by mutual agreement.

Section 9.15. If a single anonymous complaint is made against an employee with respect to which there is no corroborative evidence and the complaint is determined to be unfounded, no record of such complaint shall be included in the employee's personnel file.

Section 9.16. The employer may divulge that a particular employee is under investigation, but, may not release any additional information until the investigation is completed and the employee is either cleared or charged. Prompt notice must be provided to the employee when upon inquiry the Employer divulges the fact that an employee is under investigation.

Section 9.17. An employee who has been charged with a violation of any University policies, procedures and rules shall upon request be provided the opportunity to inspect and obtain written statements and any other material as a condition to its use at a hearing on such charge.

Section 9.18. No hearing that may result in the dismissal, demotion, suspension or reprimand shall be held unless the employee is notified of the hearing and the reasons for it at least seven (7) days prior thereto.

Section 9.19. The University shall not obtain evidence in the course of an internal investigation through the use of administrative pressures, threats or promises made to the employee, nor shall the University make voluntary disclosure in any subsequent criminal court action of any evidence obtained in an internal investigation, unless compelled by subpoena or other appropriate court order to do so.

Section 9.20. In the course of an internal investigation, a polygraph examination will be administered only with the consent of the employee under investigation. If in the course of an internal investigation, an employee has been given a polygraph examination, such examination shall not be used in any subsequent criminal court action, unless compelled by subpoena or other appropriate court order to do so. Only a certified expert from an accredited polygraph school that would be recognized by the Ohio Association of Polygraph Examiners will be used to conduct polygraph examinations.

Section 9.21. When an employee is to be interviewed in an investigation of any other employee, such interview shall be conducted in accordance with the procedures established herein.

Section 9.22. Any employee who is the subject of a disciplinary investigation has the right upon request to have a union representative present during any interview.

Section 9.30. If the rights of the employee who is under investigation as provided herein have been violated, the violation shall be subject to the grievance procedure.

## ARTICLE 10

### WORK PRACTICES

Section 10.10. The University and the Union will adopt a schedule for both commissioned officers and dispatchers consisting of non-rotating, permanent shift assignments based on a 40-hour work week within a 7-day period (Sun.-Sat.) with 5 eight-hour work days and two days off in each 7-day period.

There will be six day off keys for commissioned officers in patrol that will rotate backwards on a 28-day cycle among the day off patterns listed below. This will result in 13 schedules per calendar year. In some years, the first or last schedule may consist of more than 28 days or will slightly overlap with another calendar year.

- Friday/Saturday
- Thursday/Friday
- Tuesday/Wednesday
- Monday/Tuesday
- Sunday/Monday
- Sunday/Saturday

In-service training days will be placed on the schedules in advance for each commissioned officer and dispatcher. Unless prior permission is given by the Director of Public Safety/Chief of Police or

his/her designee, officers and dispatchers are expected to attend all scheduled training, and some in-service training topics will be mandatory.

Final schedules will be posted separately for each 28-day cycle. The University will make a good faith effort, but cannot guarantee, to post the upcoming 28-day patrol schedule 14 days prior to the start of the schedule. In addition, an alternative software scheduling system may be evaluated and implemented under the following procedure. Proposed software scheduling systems will be evaluated during a three (3) month trial period, during which the current schedule posting procedures will run concurrently. Prior to the completion of the trial period the Labor/Management Committee, upon mutual agreement, may implement the software, extend the trial period, or stop the use of the software. If a software scheduling system is implemented for the patrol schedule, it may then be evaluated for use with the dispatch schedule in accordance with the foregoing procedure. Any mutually agreed upon scheduling system will eliminate the manual posting of a 28-day schedule for the affected employees.

The University will also make a good faith effort, but cannot guarantee, to schedule a minimum of three (3) officers per shift during the fall and spring semester when classes are in session. Upon mutual agreement, the parties may refer winter session (which is a part of the spring semester) minimum staffing to the labor management committee. In order to facilitate maximum flexibility for the scheduling of training and the accommodation of leave time, the University will schedule a minimum of (2) officers during these periods:

- the dayshift on the day after spring commencement until the dayshift seven (7) days prior to the start of the fall semester
- the dayshift on the day after fall commencement until the dayshift on the Sunday before the start of the spring semester
- the dayshift on the Saturday leading into spring break until the dayshift on the Sunday before classes resume after spring break
- the dayshift on the Wednesday before Thanksgiving until the dayshift on the Monday after Thanksgiving

The Union acknowledges that circumstances such as officer absenteeism, scheduled training, extended leaves of absence, department staffing levels and other circumstances affect the University's ability to achieve the above scheduling goals. In addition, some events or campus activities may require scheduling above the minimum staffing levels. If unexpected events, activities or emergencies arise on short notice that will require greater staffing on the shift than what has been scheduled and if prior approval by the Director of Public Safety/Chief of Police is not practical, the OIC of a shift may increase staffing levels until such time the extra personnel are no longer needed. In such cases, the OIC shall notify the Director of Public Safety/Chief of Police of the reason for the increased staffing by the next business day.

Section 10.20. With prior approval from a supervisor, members who work the same shift may be allowed to trade days off with each other within the same 7-day work week. With prior approval of a supervisor, members will occasionally be permitted to trade shifts for the same day with a member on another shift for one day if the member initiating the request cannot get the day off on his/her own shift by using leave time due to staffing levels or other circumstances. Trading shifts will not be permitted if it will result in one or both of the members exceeding maximum duty hours. Trading shifts will not be granted on a regularly recurring basis. With prior approval from a supervisor, a member may be permitted to move their days off within a 7-day work week, but leave time requests shall always take precedence over moving days off. As a result, requests to move days off will only be granted in limited circumstances when the supervisor determines it will not adversely impact staffing levels on the days in question. In some cases approval for moving days off will not be able to be given more than 48 hours in advance. It is understood that approval of

requests to trade days off or trade shifts shall not be unreasonably withheld and denials will be made based on the parameters set forth in this section.

Section 10.21. Radio Dispatchers and Police Officers assigned to patrol will bid for shifts by seniority. The shift selection process will begin on September 1<sup>st</sup> of each year and will be completed no later than September 15<sup>th</sup>. After supervisors have been assigned their shift and day off keys and they have been posted, bargaining unit officers will bid for available officer keys within their assigned shift by seniority. The key containing the pattern of three schedules having Sunday/Saturday off will be reserved for bidding by a bargaining unit officer. The day off key selection for commissioned officers in patrol will begin no later than September 16<sup>th</sup> and will be completed no later than September 30<sup>th</sup>. The new shift and day off key selections will take effect with the start of the work week that contains January 1.

A vacancy is defined as absences that are anticipated to last longer than 14 days as a result of situations that include but are not limited to, retirements, resignations, adding positions, military leave, administrative leave, suspensions, jury duty, unpaid leave, on-duty injuries or FML. When the Chief of Police becomes aware of an immediate or upcoming vacancy he/she shall decide whether and where the vacancy will be filled. The Chief of Police or Deputy Chief then notifies members in the affected classification of the vacancy, the resulting allocation of resources, and the anticipated length of the vacancy and asks for volunteers to fill it. Depending on the circumstances, volunteers may be given the choice of moving to the new shift or unit entirely, or only covering the shift when needed to meet minimum staffing levels. If someone is permitted to cover the shift only when needed to meet minimum staffing levels, the Chief of Police and the Union President or their designees reserve the right to convene a meeting to discuss the need to make a reassignment instead. If there are no volunteers, the vacancy is filled through reassignment by giving preference to senior members among those in the classification who are eligible to be moved. When a vacancy is known in advance, this process takes place as soon as practical so the person(s) affected can be made aware of the change in assignment as early as possible. When a vacancy occurs immediately and unexpectedly, the process takes place as soon as the Chief of Police becomes aware of the issue, and the person(s) affected will not be required to begin their newly assigned shift prior to 14 days after being notified of the situation. Any member being reassigned from a specialized assignment to cover a vacancy due to FMLA leave may be reassigned directly to that vacancy for up to twelve weeks on one occasion per calendar year. All pre-approved leave for affected employees will be granted in their new assignment. The person(s) reassigned will be moved back to their original assignment when the vacancy no longer exists. The Director of Public Safety/Chief of Police will have first selection of shift assignments for those bargaining unit members immediately following the successful completion of their field training program and the subsequent shift assignment the following calendar year. Members whose shift assignments have been determined by the Director of Public Safety/Chief of Police are not eligible to be moved without approval from the Director of Public Safety/Chief of Police.

Section 10.22. Leave requests shall be approved in a timely manner in the order they are received. However, no leave request will be accepted more than one year in advance of the time the member is requesting time off. Leave requests should ordinarily be submitted via electronic mail.

Any leave requests that are submitted for the upcoming schedule year prior to the shift and day off key selection process may not be able to be approved as quickly. If no other leave requests have been received for the same time period that may conflict with the request, a supervisor will notify the employee that they can have the time off work, but the employee will not know how much or what type of leave time it will be necessary to use until the shift bidding and day off key selection process is complete. Members who submit leave requests for the upcoming schedule year that conflict with other requests for the same time period will have to wait for approval until the shift bidding and day off key selection process is complete.

Section 10.30. The work day and starting time for each individual will be determined by the Director of Public Safety/Chief of Police on an operational basis and each bargaining unit member will be made aware of the starting time for the operation to which he/she is assigned. The regular shift starting and ending time may be varied by up to two (2) hours with as much advance notice as possible.

Each bargaining unit member will be entitled to one (1) 30-minute paid meal period within his/her eight-hour shift unless an emergency situation makes this impossible. Bargaining unit members who are working an eight-hour shift as a patrol officer, a dispatcher, a detective or any other regular duty assignment where they are required to be available for work if necessary during their 30-minute meal period will be paid for their lunch period. Any meal periods during which a bargaining unit member is required by the University to do work or monitor radio traffic and be ready and available for work will be paid meal periods. Additionally, the internal, annual retraining training days that are placed on the patrol schedule templates in advance, prior to shift bidding (as referenced in Section 10.10 of the CBA) shall always include paid meal periods.

Special details/projects or activities that do not require bargaining unit members to be available and ready for work during their meal period may at times include an *unpaid* meal period. Unpaid meal periods shall be no longer than 1 hour in length. It is understood that bargaining unit members are not to perform any work during unpaid meal periods unless a supervisor directs them to do so or an emergency situation requires it, in which case the bargaining unit member will be paid for any time spent working. If training, special details/projects or other activities include an unpaid meal period, bargaining unit members may choose not to be scheduled for such training or activity. However, in some cases, choosing not to attend training or activities which include unpaid meal periods may prevent the bargaining unit member from achieving the training that is required to advance to or to maintain one of the competency pay levels or may prevent them from being qualified to be used in certain roles, special assignments and duties, or maintain proficiency required for continued employment. Special details and projects will not be scheduled for the sole purpose of circumventing the first paragraph of Section 10.10 of this agreement. If attendance at training was scheduled to be the employee's eight-hour work day, and the training ends early, the employee will still be paid for eight hours.

Bargaining unit members and the University will attempt to limit hours worked to sixteen (16) in any twenty-four (24) hour period, unless extenuating circumstances exist, at which time the OIC will determine hours to be worked by members in excess of sixteen (16) in any twenty-four (24) hour period.

Section 10.40. Special Events: For purposes of this Section, a "special event" shall be defined as the provision of on-campus security and/or police services at events such as athletic contests and social functions (among others) that are determined by the Director of Public Safety/Chief of Police or his/her designee to be events that will require a security and/or police presence beyond what normal shift staffing levels will allow.

The University shall give bargaining unit members the first opportunity to work non-supervisory assignments at special events prior to utilization of non-bargaining unit members of the BGSU Police Department, other police agencies or other security forces. For special events worked during the term of this agreement, members shall receive the straight-time hourly rate of pay or applicable overtime rate of pay in effect for such employee at the time the work is performed.

The Director of Public Safety/Chief of Police or his/her designee will determine the number of BGSU police supervisors and the number of bargaining unit members that will be required to adequately staff each special event. Events that require 3 total police personnel or less will not require a supervisor to be assigned to the event, except in rare circumstances, so long as a Police Officer 2 or a Police Officer 1 with at

least three years of experience at the BGSU Police Department is working events that have 2 or 3 police personnel assigned to the detail. When a supervisor is not assigned to the event, the Police Officer 2 or Police Officer 1 with the most seniority at the event shall be the officer in charge of the event. In rare circumstances where a supervisor is assigned to an event with 3 or less total police personnel the Chief or designee will provide written justification to the union president. Events that require 4 or more police personnel will require the presence of one or more supervisors. Factors such as the past history of the event, complexity of the event, intelligence surrounding the event, the expected number of attendees, and the presence of alcohol (among others) shall be used to determine the appropriate type and level of staffing at any special event.

When five or more total BGSU commissioned police personnel are working a special event or a series of special events that overlap significantly, an additional dispatcher will be assigned to assist with special event radio traffic if there are not already two dispatchers scheduled to work during the hours of the event(s). If an additional dispatcher does not sign up for the special event, the eligible dispatcher with the lowest accumulated overtime hours worked will be mandated to work the event. When there is a tie in the total accumulated overtime hours among dispatchers, the dispatcher with the lowest seniority shall be mandated to work the event. Only bargaining unit members will be mandated to work bargaining unit special event overtime positions. When staffing levels require a special event overtime posting for an additional dispatcher, the Dispatch and Records Supervisor may sign up for the special event, but first priority for non-supervisory assignments will be given to bargaining unit members.

The event postings for officers will clearly indicate the number of BGSU police supervisors and the number of bargaining unit members required to work the event. Bargaining unit member positions will be filled first by the bargaining unit members who sign up for the event and are eligible for the whole event with priority given to those who have the lowest number of accumulated overtime hours worked. If not enough bargaining unit members are available for the whole event to fill all bargaining unit positions, BGSU police supervisors who signed up for the event and are eligible for the whole event will be used to fill these positions next. If there are still not enough BGSU commissioned police personnel who sign up and are available to work the whole event to fill the event posting, attempts will be made to split the event and fill it by those bargaining unit members or supervisors (in that order) who are available to work part of the event.

At least half of the total number of commissioned police personnel (bargaining unit members plus supervisors) required to adequately staff any special event shall be made up of BGSU police personnel whenever possible (where half the total number of BGSU police personnel shall result in a fraction, the total number of BGSU police personnel required shall be rounded down to the next whole number). If not enough BGSU police personnel sign up for the event to achieve half of the total number of police assignments for the event, employees who are eligible for the whole event will be mandated to work the event. Bargaining unit members will be mandated to work bargaining unit positions. Employees with the lowest accumulated overtime hours worked will be mandated first.

When there is a tie in total accumulated overtime hours worked among bargaining unit members, the bargaining unit employee with the least seniority shall be assigned and/or mandated to work the bargaining unit positions for an event.

A one-person event must be worked by a BGSU commissioned police person. If no BGSU police personnel sign up for a one-person event, the bargaining unit member with the lowest accumulated overtime hours worked will be mandated to work the event.

Employees who have been scheduled for leave time or are scheduled for regular days off adjacent to scheduled leave time on the date of the special event shall not be mandated to work the event. Employees who are on leave time during the hours of a special event are not eligible to work it. Employees



calling in sick shall be considered sick for 24 hours commencing with the scheduled shift or event starting time and will not be eligible for overtime during that period. Employees who are out of town at training will not be eligible for the event.

A list of all hours of overtime earned for working a shift or special event during the schedule year shall be maintained for hourly commissioned officers, and a separate list shall be maintained for dispatchers. The list of overtime totals in the overtime book will be returned to zero and started over for all employees once per year on the first day of the new schedule year. The overtime book shall be kept in roll call and dispatch so it is accessible to everyone.

If the bargaining unit member with the lowest number of accumulated overtime hours worked has previously been mandated to work an event in any given schedule year, the bargaining unit member with the next lowest hours on the list will be mandated to work the event instead. In no case shall a bargaining unit member be mandated to work a special event more than once per schedule year. Employees who do not sign up for the event and are eligible for the whole event shall not be mandated to work an event if it was posted for staffing less than 2 weeks prior to the date of the event or if the event is less than 3 hours in duration.

Once an employee indicates on the posting that they are willing to work all or part of an event, it is their responsibility to check to see if they are subsequently assigned to the event. Once an event posting has been taken down and employees have been assigned, those who are assigned to the event are required to work the event unless prior permission is given by the Chief of Police or Deputy Chief to be replaced by another BGSU police employee.

The University continues to reserve the right to utilize non-bargaining unit police or security forces for those special events for which a sufficient number of bargaining unit members cannot be assigned. The University shall be given ample notice of such a circumstance.

The University shall request that special event organizers give at least a 24-hour cancellation notice to the BGSU Police Department. Upon receiving notice, the dispatcher or officer in charge of the shift shall promptly contact employees who were assigned to work the event to notify them of the cancellation. When special events are canceled with less than 24 hours notice to the police department, the University shall pay all employees that were assigned to work the special event for two hours. When special events are not canceled but are rescheduled for another date with less than 24-hour notice to the police department, an employee eligible to work the re-scheduled event shall be assigned to it and is due no compensation for the canceled event. Any employee who is not eligible to work the special event on the date the event is rescheduled for shall be paid by the University for 2 hours. When special events are canceled or rescheduled with no notice or less than a 1 hour notice to the BGSU Police Department and the employee has reported to work for the event ready, willing and able to work, the University shall pay all employees assigned to work and who have reported to work for the special event for the hours the event was originally estimated to last.

Adequate staffing on the shifts shall take priority over special event staffing. However, employees will only be pulled from special events to work shift coverage as a last resort after all other options for covering the shift have been exhausted.

Except in extenuating circumstances, no employee shall be required to work more than 16 hours in any 24-hour period. Any employee working 16 consecutive hours in a 24-hour period must be afforded 8 hours off work before returning to duty for a shift or a special event. Employees are not considered eligible for a special event if it would cause them to exceed maximum duty hours. Unpaid lunch periods for training or special details or assignments will be included in the maximum duty hours calculation.

Section 10.50. If an employee works one or more special events during the work week, the University shall not require the employee to change their schedule for the purpose of reducing or eliminating the employee's opportunity to receive overtime compensation during the same work week.

Section 10.60. Work Practices: Bargaining Unit members are considered essential employees during a severe weather closing of the University and shall be paid two and one-half (2 ½) times their hourly rate for all hours worked during the weather emergency.

## ARTICLE 11

### DUES CHECKOFF

Section 11.10. The University shall deduct regular initiation fees, assessments, and biweekly dues from the pay of Union members who are employees in the bargaining unit covered by the Agreement upon receipt from the Union of individual written authorization cards, voluntarily executed by the bargaining unit member for that purpose, and bearing his/her signature; provided, that:

Section 11.11. A bargaining unit member shall have the right to revoke such authorization by giving written notice to the University and the Union during the thirty (30) day period preceding the termination of the Agreement;

Section 11.12. The University's obligation to make deductions shall terminate automatically upon timely receipt of revocation of authorization from the bargaining unit member or upon transfer of the bargaining unit member to a job classification outside the bargaining unit;

Section 11.13. The Union shall indemnify and hold the University, its employees, its officers, the Board of Trustees and any of its agents, harmless against any and all claims, demands, suits and other forms of liability that may arise out of, or by reason of, action taken by the University for the purpose of complying with any of the provisions of this Article.

Section 11.20. As a condition of continuing employment, all employees in the bargaining unit, after sixty (60) days following the beginning of employment of the effective date of the collective bargaining agreement, whichever is later, shall pay a fair share fee to the Union. This arrangement does not require any employee to become a member of the Union.

## ARTICLE 12

### UNIFORM AND EQUIPMENT REGULATIONS

Section 12.10. The University will continue to provide bargaining unit members with all uniforms, clothing, apparel, and equipment required by the University. All equipment issued to bargaining unit members remains the property of the University. In the event a bargaining unit member becomes temporarily or permanently separated from his/her employment with the University, he/she shall be required to surrender all University equipment to his/her appropriate supervisor.

Section 12.20. Bargaining unit members shall maintain all their uniforms and shall keep accessories clean, neat and in good repair. Bargaining unit members are responsible for the careful and proper use of all equipment and property entrusted to their care. The University will continue to bear the cost of dry cleaning of uniforms.

Section 12.30. At any time and at his/her discretion, when it is reasonable to believe such action is in the best interest of the University, the Director of Public Safety/Chief of Police (or his/her designee) may deny permission to any bargaining unit member to be equipped with any uniform or equipment items. Any such denial of permission shall not be construed as disciplinary, and shall not be subject to review through the grievance procedure.

Section 12.40. Minor maintenance of uniforms and equipment is the responsibility of each bargaining unit member.

Section 12.50. The University will continue to provide bargaining unit members with body armor as University economics and/or outside grants permit. The University will make a good faith effort to issue body armor in conformance with NIJ ratings.

## **ARTICLE 13**

### **BENEFITS**

Section 13.10. The University will provide to members of the bargaining unit the group health insurance plan presently, or in the future, provided to other University classified employees.

Section 13.20. The University will provide to members of the bargaining unit a group life insurance plan with a payout of one and one-half times the bargaining unit member's base salary with a maximum payout of \$125,000.

Section 13.30. The University will provide to members of the bargaining unit the educational fee waiver benefits presently, or in the future, provided to other University classified employees, but shall not be less than currently provided for.

Section 13.40. Bargaining unit members will be eligible to purchase parking permits and park on campus on the same terms and conditions as all other University classified employees.

Section 13.50. The University reserves the right to change the rates, benefits, and the present or successor insurance carriers, and/or funding mechanisms, in concert with changes applicable to non-bargaining unit classified employees. Members of the bargaining unit represented by the Union shall be permitted to select one (1) representative to serve on the University's Health Wellness and Insurance Committee.

Section 13.60. At the time of the employee's retirement from the University with ten (10) or more years of total public service, the employee may elect to receive cash for one-fourth (1/4) of the employee's accrued but unused sick leave balance. In order to be eligible, the employee must meet the age and service requirements set by the State Retirement System as well as the service requirements for sick leave conversion. If the employee decides to choose this option, payment will be based on the rate of pay at the time of retirement. Maximum number of hours that may be paid is 240. If the employee leaves the University

and applies for retirement at a later date, any sick leave payment will be done in accordance with Ohio law. The employee must be a public employee in a paid status at the time of retirement in order to receive the one-fourth (1/4) accrued/unused sick leave balance payment.

In the event of the employee's death while in service to the University and with ten (10) or more years of total public service in the State of Ohio, the employee's beneficiary or the employee's estate is eligible to receive payment for one-fourth (1/4) of the accrued but unused sick leave balance not to exceed the same maximum number of 240 hours.

Section 13.70. At the discretion of the University and with the recommendation of the Director of Public Safety/Chief of Police, employees who were initially hired as Police Cadets and who resign prior to completing probation may be required to repay to the University the cost of attending the Academy.

## **ARTICLE 14**

### **SENIORITY**

Section 14.10. Seniority shall be defined, in regard to a bargaining unit member who was a member of the bargaining unit at the time of certification of the Union, as a bargaining unit member's continuous service in any position at the University. For all other bargaining unit members, seniority shall be defined as a bargaining unit member's continuous service in one or more of the bargaining unit positions within the Police Department at the University. An employee shall have no seniority during his/her probationary period, but upon successful completion of the probationary period, seniority shall be retroactive to the employee's most recent date of hire into a bargaining unit position, except as described in Section 14.60. Upon a request from the Union, the University shall provide the Union with a seniority list which shall include each employee's name, date of hire and job title.

Section 14.20. Seniority shall be broken and terminated when an employee: (1) quits; (2) is discharged for just cause; (3) is laid off for a period of more than twelve (12) consecutive months; (4) is disabled from work due to illness or injury for a period of eighteen (18) months or for the length of the employee's accrued sick leave, whichever is longer; or (5) retires from the University.

Section 14.30. Probationary Status: It is mutually understood that each new employee is on probationary employment status twelve (12) months. Absence from work for any reason for a period exceeding thirty (30) consecutive days, except schooling required by law, shall not be included in calculating an employee's probationary period. The time a Police Cadet spends in the Police Academy will be considered probationary status to be served in addition to the twelve (12) months of probation as a Police Officer I. Further, such probationary employee is subject to discharge at any time during his/her probationary period at the sole discretion of the University. Any discharge of a probationary employee shall not be subject to the grievance provisions contained in this Agreement and shall not be subject to appeal or recourse to any other agency, institution, or forum.

Section 14.40. When two (2) or more employees commence service with the University on the same date, the employees shall be ranked for seniority purposes in accordance with the last four (4) digits of their Social Security number, with the highest number being the most senior and lowest being the least senior.

Section 14.50. Upon promotion of a bargaining unit member to a higher pay-rated classification, such member is on promotional probationary status for a period of six (6) months. During such probationary period, at the discretion of the University, such employee may be returned to his/her former classification. Such return to former classification shall not be subject to the grievance provisions contained in this Agreement and shall not be subject to appeal or recourse to any other agency, institution, or forum.

Section 14.60. A bargaining unit member who leaves the unit and is subsequently allowed to re-enter the unit shall retain the seniority he/she had when they left the unit. The Director of Public Safety/Chief of Police shall determine the length of probation period the re-entering employee shall serve, but in no case shall the probation period exceed twelve (12) months. Re-entering employees shall be treated as new probationary employees, as described in section 14.30.

## **ARTICLE 15**

### **LAYOFF AND RECALL**

Section 15.10. In the event the University decides to reduce the work force, members of the bargaining unit will be laid off in accordance with this Article.

Section 15.20. The University shall determine which classification(s) is to be reduced and the number to be reduced in such classification(s).

Section 15.30. Probationary employees in the classification(s) to be reduced shall be laid off before members of the bargaining unit with seniority are laid off.

Section 15.40. The member of the bargaining unit in the classification(s) to be reduced with the least seniority will be laid off first and so on until the total number of layoffs in the classification(s) has been reached. Any employee laid off pursuant to this Article shall have the right to displace another employee with less seniority within the bargaining unit in the same or lower-rated classification provided such employee has the present ability and qualifications to perform the work.

Section 15.50. If the University decides to fill vacancies in the classification(s) from which members of the bargaining unit are on layoff, laid off bargaining unit members will be recalled in reverse order to that in which they were laid off, provided that such bargaining unit member has not been continuously laid off from the University for more than twelve (12) months.

Section 15.51. A laid off employee holding recall rights to a Police Officer 2 classification may be recalled to a Police Officer 1 vacancy (and paid at the rate closest to their former Police Officer 2 rate) in accordance with the seniority of laid off police officers. An employee exercising a recall right under this Section may fill any subsequent Police Officer 2 vacancy which occurs no more than twelve (12) months after the original layoff date.

Section 15.52. A police officer may refuse a recall under Section 15.51 without effect upon a police officer's remaining recall rights.

Section 15.60. A laid off bargaining unit member shall retain seniority rights for recall twelve (12) months from his/her date of layoff, after which all seniority and recall rights shall be forfeited.

Section 15.70. Laid off bargaining unit members may elect to participate in the University's federally-mandated COBRA plan.

## **ARTICLE 16**

### **NONBARGAINING UNIT EMPLOYEES**

Section 16.10. Non-bargaining unit employees, supervisors and/or part-time personnel may perform work ordinarily performed by bargaining unit members so long as it does not directly result in either the layoff (or the extension of a layoff) of a bargaining unit member or a bargaining unit member being scheduled for less than forty (40) hours per week.

## **ARTICLE 17**

### **HOLIDAY OBSERVANCE**

Section 17.10. Each bargaining unit member shall be entitled to eight (8) hours of pay for ten (10) paid holidays per year. The named holidays are: New Year's Day (January 1), Martin Luther King Day (third Monday in January), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Thanksgiving Day (fourth Thursday in November), Columbus Day (observed on the day after Thanksgiving), Veterans' Day (November 11), Christmas Day (December 25) and Presidents' Day (observed on December 24).

Section 17.20. For bargaining unit members assigned to shifts, each holiday shall be observed on the date noted in Section 17.10. Anyone not scheduled to work on a holiday will receive a paid day off on the date of the holiday. Regular days off will not be scheduled to fall on holidays for any bargaining unit member. Unless the Director of Public Safety/Chief of Police determines activity levels will require otherwise, two commissioned officers per shift will be scheduled to work holidays during periods where minimum staffing is 2; three commissioned officers per shift will be scheduled to work holidays during periods where minimum staffing is 3; one dispatcher will be scheduled to work on holidays.

For bargaining unit members who are not assigned to shifts and who consistently work a Monday through Friday schedule, the holidays listed in 17.10 will be observed on the dates the University selects for all other classified staff members.

The day off keys for commissioned officers in patrol will include holidays off. The number of holidays off for each key will be equalized to the extent possible. After bidding for shifts and the selection of day off keys, commissioned officers will be permitted to trade holidays off with each other, even if they work different shifts, provided it does not cause an officer to exceed maximum duty hours. Members wishing to trade holidays must notify their immediate supervisors prior to the posting of the schedule containing the holiday in question. The supervisor will check with other eligible employees on that shift first for volunteers. If no one from the shift volunteers then the supervisor will check with all other eligible employees. If there is more than one volunteer, the opportunity to work the holiday will be given to the employee with the least seniority in the Department. The employee originally assigned will be required to work the holiday if there are no volunteers.

When a change in the required holiday minimum staffing occurs, the above procedures will be followed. If there are no volunteers the least senior officer will be given the day off. If there is more than one volunteer the least senior officer will be given the day off.

Section 17.30. Full-time bargaining unit members scheduled or required to work on a holiday listed in section 17.10 above shall be paid (8) hours of holiday pay at their straight time hourly rate of pay in addition to their regular rate of pay for all hours worked. For full-time bargaining unit members, working on a holiday ordinarily results in overtime pay for all hours worked because that will cause the bargaining unit member to accumulate more than 40 hours in a 7-day work week. A bargaining unit member's schedule shall not be changed to avoid paying them overtime for hours worked on a holiday unless the employee requests such change.

Part-time bargaining unit members shall be paid holiday pay at their straight time hourly rate of pay for the same number of hours that they are scheduled to work or normally would have been scheduled to work on the holiday, up to a maximum of (8) hours. In addition to the holiday pay, they will also be compensated at one and one-half times their straight time hourly rate of pay for all hours worked on a holiday.

Section 17.40. A bargaining unit member who is on vacation leave, sick leave, personal leave or compensatory time at the time a holiday is observed pursuant to section 17.10 above shall be paid holiday pay as described herein in lieu of being charged for the leave hours. Consistent with Section 20.20 of this Agreement, a member showing a pattern of calling off sick on or adjacent to holidays that they are scheduled to work may be subject to discipline for abuse of sick leave.

Section 17.50. A bargaining unit member who is on leave without pay or layoff at the time of a holiday shall not be eligible for holiday pay.

## ARTICLE 18

### COMPENSATION

Section 18.10. Employees shall follow the competency-based pay plan in Appendix C to achieve the hourly rates listed below.

Commissioned Officers	July 1, 2021 Rates	September 1, 2021 Rates	September 1, 2022 Rates	September 1, 2023 Rates
Hire Rate as a Police Cadet	\$ 24.42	\$ 25.04		
Start Rate as a Police Officer 1	\$ 26.64	\$ 27.31		
Competency Level 1	\$ 27.75	\$ 28.45	"Me Too" equal to the annual increase for other University Classified Staff	"Me Too" equal to the annual increase for other University Classified Staff
Competency Level 2	\$ 28.86	\$ 29.59		
Competency Level 3	\$ 30.25	\$ 31.01		
Competency Level 4	\$ 31.36	\$ 32.15		
Competency Level 5	\$ 32.47	\$ 33.29		

Dispatchers	July 1, 2021 Rates	September 1, 2021 Rates	September 1, 2022 Rates	September 1, 2023 Rates
Hire Rate	\$ 20.48	\$ 21.00	"Me Too" equal to the annual increase for University Classified Staff	"Me Too" equal to the annual increase for University Classified Staff
Competency Level 1	\$ 21.79	\$ 22.34		
Competency Level 2	\$ 23.06	\$ 23.64		
Competency Level 3	\$ 24.35	\$ 24.96		

**Section 18.30.** All bargaining unit employees shall be paid one and one-half times their regular straight time hourly rate for all hours worked in excess of forty (40) hours in a work week. In the event that a bargaining unit member works in excess of his/her scheduled hours, the university will not reduce the remainder of an employee's scheduled work week in order to avoid overtime compensation unless the employee requests such action.

Part-time bargaining unit employees shall be paid one and one-half times their regular straight time hourly rate after eight (8) hours of work in any single day.

**Section 18.40.** Holiday pay and approved paid leave time (vacation time, personal leave, compensatory time and sick leave) shall be considered as hours worked for the purpose of computing overtime.

**Section 18.50.** The University shall maintain a uniform record keeping system for payroll purposes that is consistent with the federal Fair Labor Standards Act (FLSA).

**Section 18.60. Compensatory Time:** Employees may elect to accrue compensatory time in lieu of pay for overtime hours worked. Each overtime hour worked shall be equal to one and one-half (1 1/2) hours of compensatory time. An employee may accumulate a maximum of four hundred eighty (480) hours in any fiscal year. When an employee is at the maximum accumulation limit for compensatory time, all overtime worked shall be paid. When an employee completes and submits his/her time report form on the Monday following completion of the previous payroll week, the employee must elect in writing to accrue compensatory time in lieu of pay for overtime hours worked. So long as it will not unduly disrupt the operations of the Police Department, an employee will be permitted to take compensatory time off within a reasonable time after requesting it. Any request to take compensatory time off must be made at least forty-eight (48) hours in advance. Compensatory time off may be used in minimum increments of not less than one (1) hour.

**Section 18.70.** Compensatory time shall not be allowed for employees working outside their classification for another University Department or Division.

**Section 18.80.** A minimum of two hours pay will be granted to officers for mandatory court appearances that do not occur during or immediately adjacent to their scheduled work hours.

**Section 18.90.** The University shall pay a shift premium to employees as provided herein.



A shift premium of \$.45 per hour worked shall be paid to any employee who is regularly scheduled to start work on or after 12:00 p.m. and before 7:00 p.m. Starting times between this period shall be known as the afternoon or "B" shift.

A shift premium of \$.40 per hour worked shall be paid to any employee who is regularly scheduled to start work on or after 7:00 p.m. and before 3:00 a.m. Starting times between this period shall be known as the night or "C" shift.

Bargaining unit members will be paid the shift premium applicable to their assigned shift regardless of when they start or end a shift within a particular day. Shift premiums will only be altered when a permanent shift reassignment occurs, or a planned schedule modification lasts longer than fourteen (14) days. Shift premiums are only calculated when a bargaining unit member is working a shift assignment. For clarity, a shift premium is paid at all times except for special events and approved Family Medical Leave.

Section 18.91. Bargaining unit members that are assigned as a Field Training Officer (FTO) or Communication Training Officer (CTO) shall be compensated one (1) hour of overtime at time and one-half rate each day they are acting in this role. The bargaining unit member must be the assigned FTO or CTO for the probationer and must complete at least four (4) hours of work to receive this additional compensation. This does not include periodic check-out rides.

Section 18.92. Bargaining unit members that work in the capacity of Officer in Charge (OIC) shall be compensated \$1.75 extra for each full hour of work under the OIC classification as defined in the definition section. This applies only during shift coverage.

## **ARTICLE 19**

### **OVERTIME**

Section 19.10. No overtime is scheduled or worked, except as determined by the Director of Public Safety/Chief of Police or his/her designee. As necessary, members may be required to work overtime to the extent necessary to provide a staff of officers the University considers adequate.

Section 19.20. Shift coverage overtime shall be assigned in the manner set forth in Appendix A to this Agreement.

Section 19.30. Special events overtime shall be assigned in the manner set forth in Section 10.40 of this agreement.

Section 19.40. Overtime for working scheduled holidays shall be assigned in the manner set forth in Article 17 and Article 10 respectively.

## ARTICLE 20

### LEAVES

Section 20.10. The policies currently, or in the future, applicable to classified staff employees at the University regarding leave of absence, special leave, family leave, maternity leave, leave without pay, paternity/adoption leave, personal leave, sick leave, vacation leave, jury duty and court leave shall apply to bargaining unit members, and shall be maintained at no less than current levels.

Section 20.20. Any bargaining unit member abusing sick leave and/or showing a pattern of abuse may be subject to disciplinary action in accordance with Article 8 of the collective bargaining agreement. A pattern of abuse includes, but is not limited to, a history of abuse of sick leave as evidenced by a frequent pattern of use contiguous to holidays, weekends, vacations and days off. Any discipline imposed pursuant to this Section shall be administered in accordance with the principles of Section 3.10 of this Agreement and also shall be administered impartially throughout the Department of Public Safety.

Section 20.30. Any bargaining unit member calling in sick shall be considered sick for the twenty-four (24) hour period commencing with the scheduled shift starting time and will not be eligible for overtime during that period. In the event overtime results from a bargaining unit member calling in sick, the Employer shall make a good faith effort to fill the overtime in accordance with the applicable overtime procedures.

## ARTICLE 21

### PERFORMANCE EVALUATION/PROMOTION

Section 21.10. The University will endeavor to evaluate a bargaining unit member's work performance at least twice during the probationary period. Each evaluation will be accompanied by an interview with the member's immediate supervisor. Thereafter, performance evaluations will be conducted twice annually. Informal mid-year evaluations will be completed in January; annual evaluations will be completed in May of the year on a mutually agreed form. Mid-year evaluations will not be archived in the employee's permanent personnel file housed in the Office of Human Resources. Performance notes may be kept to record achievements or opportunities for development. Performance notes are not considered discipline and will be discarded upon completion of the annual evaluation.

Section 21.20. Bargaining unit members *must* meet the necessary requirements to qualify for promotion. Those factors that will be taken into consideration in promotion decisions include, but are not limited to, the following:

- (1) Satisfaction of the minimum job qualifications as established by the University personnel qualifications for the classification;
- (2) Applicant's work history and performance of all previous assignments;
- (3) Educational background;
- (4) Training background;

- (5) Aptitude and/or familiarity with the required duties of the vacant position;  
and
- (6) Other job-related factors.

Section 21.30. All vacancies in the job classifications of police officer 1, police officer 2, radio dispatcher 1 or 2, and records management officer may be filled by the University as it deems proper, including being filled with non-bargaining unit members. However, the University shall give fair consideration to interested bargaining unit members.

Vacancies in the job classifications of police officer 1 and dispatcher shall be offered first to current part-time employees performing such work on the main campus.

## **ARTICLE 22**

### **OUTSIDE EMPLOYMENT**

Section 22.10. No bargaining unit member shall accept outside employment that interferes with the member's performance of his/her duties or responsibilities of his/her position with the University or that compromises the member's position with the University through a conflict of interest.

Section 22.20. All members desiring outside employment must first submit a written request to the Director of Public Safety/Chief of Police for his/her approval no less than seven (7) days before such outside employment is to begin. Such description shall contain an adequate description of the activity proposed to be engaged in. Approval is subject to ongoing review and approval by the Director of Public Safety/Chief of Police and may be withdrawn at any time with written notification to the member. It is understood that approval shall not be unreasonably withheld and if approval is not granted it shall be for reasons set forth in Section 22.10 above. The Director of Public Safety/Chief of Police will state in writing the reasons why the outside employment would interfere with the performance of duties or responsibilities of his/her position and/or why the outside employment would compromise the member's position with the University through a conflict of interest.

Section 22.30. Use of University uniforms and equipment during outside employment shall be at the discretion of the Director of Public Safety/Chief of Police.

## **ARTICLE 23**

### **PERSONNEL FILES**

Section 23.10. A bargaining unit member will promptly report changes of home address and telephone number to his/her immediate supervisor in order to maintain current personnel and payroll records.

Section 23.20. Bargaining unit members are permitted to gain access to their personnel file maintained by the University. A bargaining unit member may review his/her personnel file only in the presence of the member's immediate supervisor, the Director of Public Safety/Chief of Police (or his/her designee), or a personnel officer.

Section 23.30. A bargaining unit member may not, of his/her own discretion, mark up, change, or in any way correct the data contained in his/her personnel file. A member may submit a formal written request for changes to his/her immediate supervisor or the Director of Public Safety/Chief of Police (or his/her designee). If the request is granted, the changes will be made by the member's immediate supervisor or the Director of Public Safety/Chief of Police (or his/her designee) in the presence of the bargaining unit member.

Section 23.40. If the bargaining unit member's request for a correction or modification to his/her personnel file is declined, the member can then request that his/her statement of disagreement with the personnel file be placed within the file. The statement of disagreement will remain in the personnel file so long as the file contains information to which the statement of disagreement pertains.

Section 23.50. The personnel file of employees shall be cleared of any offenses in accordance with the Records Retention Program for Public College and Universities in Ohio developed by the Inter-University Council of Ohio.

Section 23.60. The following disciplinary penalties shall not be considered in future disciplinary proceedings in the following circumstances:

- (A) Verbal reprimands or lesser offenses after one (1) year from the effective date, provided the employee receives no additional disciplinary action of the same or a similar nature during the one (1) year period.
- (B) Written reprimands after two (2) years from the effective date, provided the employee receives no additional disciplinary action of the same or a similar nature during the two (2) year period.
- (C) Suspensions of less than thirty (30) days after three (3) years from the effective date, provided the employee receives no additional disciplinary action of the same or a similar nature during the three (3) year period.
- (D) Suspensions of thirty (30) days or more after four (4) years from the effective date, provided the employee receives no additional disciplinary action of the same or a similar nature during the four (4) year period.

Any employee may make a written request to the Director of Public Safety/Chief of Police that a disciplinary penalty be removed from consideration at a point in time earlier than that set forth in the foregoing schedule, which the Director of Public Safety/Chief of Police may approve when it is in the best interest of the Department to do so.

## **ARTICLE 24**

### **STANDARDS OF PROFICIENCY**

Section 24.10. Members of the bargaining unit who are sworn police officers shall meet and maintain reasonable standards of proficiency for office. The University will provide reasonable written or oral (confirmed in writing) notice of such standards and will make a reasonable effort to assist sworn police officers in maintaining standards of proficiency.

Section 24.20. The failure of a bargaining unit member to meet minimum standards of proficiency shall be grounds for disciplinary action which may include, at the University's option, reduction of classification, transfer to another existing department in the University for which the individual possesses the qualifications, or possible separation from the University.

Section 24.30. Each sworn officer shall maintain certification by the Ohio Peace Officers Training Council.

Section 24.40. Each sworn officer shall demonstrate that they have maintained physical fitness by annually receiving a physical examination, from his/her personal physician during the thirty (30) days preceding October 1 of each year of this Agreement. The sworn officer shall have his/her personal physician complete and return to the University by October 1 of each year a medical form approved by the University which confirms that the officer is adequately fit to perform the essential function of his/her job.

## **ARTICLE 25**

### **ASSOCIATION OFFICERS**

Section 25.10. One officer of the association will be granted the necessary time off to attend conventions and meetings of the International Union of Police Associations, AFL-CIO; such conventions and/or meetings shall not exceed two (2) per year. The Officer shall use available accrued vacation, personal, or compensatory time for this purpose.

## **ARTICLE 26**

### **LABOR-MANAGEMENT COMMITTEE**

Section 26.10. In the interest of sound Labor/Management relations, the Union and the Employer will meet in January, April, July, and October, unless matters of urgent nature require additional meetings. No more than three (3) representatives of the Union and three (3) representatives of the Employer shall be permitted to attend such meeting, except as otherwise agreed. The Employer shall provide for the taking of minutes at committee meetings. Minutes shall be distributed no later than fifteen (15) days following the meetings.

Section 26.20. The party requesting the meeting shall furnish an agenda and the names of persons who will be attending, with the request for the meeting. Subjects that may be discussed at these meetings shall include, but are not limited to, the below subjects:

- (A) Discuss the administration of this Agreement;
- (B) Notify the Union of changes made by the Employer which may affect bargaining unit members;
- (C) Discuss grievances which have not been processed beyond the final step of the Grievance Procedure, when such discussions are mutually agreed to by the parties;
- (D) Disseminate general information of interest to the parties;
- (E) Give the Union representatives the opportunity to share the view of their members and/or make suggestions on subjects of interest to their members;
- (F) Discuss ways to improve efficiency and work performance; and
- (G) Consider and discuss training matters.

Section 26.30. Employee representatives attending Labor/Management meetings shall not suffer a loss in pay for hours spent in such meetings, if held during the employee's regular scheduled hours of work. Representatives may be permitted to flex their work hours so that they may attend committee meetings while on duty, permission for which shall not be unreasonably withheld and provided that operational needs are met.

Section 26.40. Written responses promised by Employer or Union representatives to items raised by Employer or Union representatives, will be submitted to the other party's representatives who attend such meetings within fifteen (15) calendar days after such meeting, unless the parties mutually agree to a time extension.

## **ARTICLE 27**

### **INJURED WORKER/MORTAL INCIDENTS**

Section 27.10. If, in the course of duty, a police officer is directly involved in the use of fatal force, or a mortal wounding, the police officer may receive necessary time off to relieve stress which has resulted from the use of fatal force/mortal wounding. The duration of time and necessity for leave will be determined by the Director of Public Safety/Chief of Police.

The officer shall continue at his/her normal rate of pay for these days and the time will not be charged to his/her vacation or sick days.

The University reserves the right to place the officer involved in the use of fatal force/mortal wounding under the care of a medical or mental health professional of the University's choosing for a duration of time to be determined by the Director of Public Safety/Chief of Police. The University may

require the officer to sign a release of information form for the purpose of determining fitness for duty. Costs associated with this care, after any applicable workers' compensation coverage, will be covered by the University to the extent of the coverage of the University's health care benefit plan.

Section 27.20. If in the course of duty, a bargaining unit member is injured, the university will make a good faith effort to place the member in a transitional work assignment if available, until the employee is returned to full duty or until he/she reaches maximum medical improvement (MMI) as determined under state law pertaining to workers' compensation injuries. In order to be eligible for placement in a transitional work assignment employees must provide a statement of release from their health care provider indicating the expected date of return to full duty and any restrictions which shall be taken into account in determining suitability for placement in a transitional work assignment. The university reserves the right to have an injured employee medically re-evaluated every sixty (60) days by a physician of the employee's choice.

## **ARTICLE 28**

### **SPECIAL RESPONSE TEAM PARTICIPATION**

Section 28.10. The University and the Union share an interest in participation in the Wood County Sheriff's Special Response Team (SRT) for the safety and security of the campus, students, faculty and staff. The direct service to the campus community will remain the overriding concern.

The Director of Public Safety/Chief of Police shall determine the number of participants on the SRT, but in no case will more than one officer per patrol shift be allowed to participate. If SRT team members bid for the same patrol shift, the most senior officer may choose to remain on the patrol shift he/she selected or displace the least senior officer eligible to bid for shifts on another patrol shift. The remaining SRT officers will select patrol shifts by the same process.

Officers participating in the SRT will receive the same pay and benefits to which they are entitled for service to the University.

The University agrees to pay officers responding to an SRT call-out during non-scheduled hours a minimum of two hours pay. Work hours will not be involuntarily reduced to avoid overtime.

## **ARTICLE 29**

### **CONSENSUAL AMOROUS RELATIONSHIPS**

For purposes of this article, consensual amorous relationships exist when two individuals are married to each other or they mutually and consensually understand their relationship to be romantic and/or sexual in nature. When any member is engaged in an ongoing consensual amorous relationship with a BGSU student or employee, the member shall promptly report such relationship to the Chief of Police or Deputy Chief. Engaging in a consensual amorous relationship with a student or employee of BGSU who is below the age of 18 is prohibited.

Except in the case of an emergency, an officer will not be permitted to be the officer in charge of a shift or an event when it would require them to supervise someone they are engaged in an ongoing consensual amorous

relationship with. (Refer to Section 10.40 and Appendix A for procedures for filling overtime as it relates to OIC eligibility and consensual amorous relationships.)

Members engaged in an ongoing consensual amorous relationship with another union member will not be regularly assigned to the same shift as the person they are in a relationship with. The investigators and the compliance officer are not considered members of day shift. The person in the relationship with the lowest seniority in the union will be moved to another shift to alleviate the conflict of interest in accordance with the following:

1. All officers will be asked if they want to volunteer to trade shifts with the officer required to move (or all dispatchers if the person required to move is a dispatcher).
2. If there are no volunteers, the union member with the lowest seniority from the other two shifts will trade shifts and day off keys with the employee in the relationship.
3. Members with less than two years of experience will be considered eligible for being moved in this process.
4. The new assignments will remain effective at least until the next shift bid process, regardless of the status of the relationship.

## **ARTICLE 30**

### **TRAINING COMMITTEE**

A Training Committee shall meet at least once annually for the purpose of:

1. Evaluating the prior year's annual internal retraining days referred to in Section 10.10.
2. Developing ideas pertaining to the content of the upcoming year's annual internal retraining program.
3. Discussing the Department's needs for external training.
4. Monitoring the progress of employees who are still completing the training in the Competency Levels referred to in Appendix C to identify the training needed to help them achieve each level.
5. Maintaining a folder accessible to all members containing resources related to available training opportunities.

The Training Committee will consist of two union members who are appointed by the Union President and two non-union members appointed by the Chief of Police. The Training Committee will report recommendations for training to the Chief of Police. Union members on the committee will be granted flex time for committee meetings that occur outside of their regular work schedule.



## **ARTICLE 31**

### **DURATION**

**Section 31.10.** This Agreement shall be effective as of July 1, 2021, and shall remain in full force and effect until midnight, June 30, 2024, and thereafter for successive periods of one (1) year unless either party, at least ninety (90) days prior to June 30, 2024, but not more than one hundred twenty (120) days prior to June 30, 2021, shall serve written notice on the other party of a desire to terminate, modify or amend this Agreement, provided that there may be an Appendix E reopener on the matter of Fee Waivers only. Any request for a reopener must be made within ninety (90) days of any agreement with the Bowling Green State University Faculty Association-Association of American of University Professors (BGSUFA-AAUP) on this subject.

**Section 31.20.** Either the Union or the University may initiate negotiations, by notice to the other party, not more than one hundred twenty (120) days, and not less than ninety (90) days prior to the expiration of the Agreement. Requests initiated by the Union shall be directed to the Director of Public Safety/Chief of Police (or his/her designee). Requests initiated by the University shall be directed to the Union representative or the President of the Union.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 29<sup>th</sup> day of June, 2021.

**INTERNATIONAL UNION OF  
POLICE ASSOCIATIONS,  
AFL-CIO, Local 103**

**BOWLING GREEN  
STATE UNIVERSITY**

By Muttie H. D. [Signature]

By [Signature]

By [Signature]

By [Signature]

By [Signature]

By Natalie Jackson

By [Signature]

By Vince M. [Signature]

By \_\_\_\_\_

By [Signature]

## APPENDIX A

### Overtime Policy for Shift Coverage

At times there may be a need for employees to work overtime to maintain adequate staffing on a shift. In an effort to equalize shift coverage overtime among all commissioned officers and dispatchers, shift coverage overtime assignments shall be filled first by employees with the lowest number of total accumulated overtime hours worked. Where such an assignment may result in a patrol shift comprised of all Police Officer 1's with less than three years of service with BGSU Police when the minimum staffing level is 3 and less than two years of service with BGSU Police when the minimum staffing level is 2, an overtime assignment shall be made to a commissioned officer to allow for an Officer in Charge (OIC) on the shift who is a Lieutenant, a Sergeant, a Police Officer 2, or a Police Officer 1 who has at least three years of service with the BGSU Police when the minimum staffing level is 3 and at least two years of service with BGSU Police when the minimum staffing level is 2. When this cannot be achieved through the procedures set forth below, the person filling the overtime should contact the Chief of Police or Deputy Chief for guidance.

When the use of leave by a supervisor triggers the need for overtime, supervisors will be contacted first in order of lowest number of hours, then officers who are eligible to be OIC will be contacted in order of lowest number of hours. If there are no volunteers and the person filling the overtime was able to reach an eligible supervisor, a supervisor will be mandated. When the use of leave by an officer or dispatcher triggers the need for overtime, officers or dispatchers will be contacted first in order of lowest number of hours, and then supervisors will be contacted in order of lowest number of hours. If there are no volunteers and the person filling the overtime was able to reach an eligible officer or dispatcher, an officer or dispatcher will be mandated. For patrol shift coverage, officers who do not have the required years of service shall be considered ineligible for the overtime and will not be contacted unless there are extenuating circumstances and the Chief of Police or Deputy Chief authorizes this.

A list of all hours of overtime earned for working a shift or special event during the schedule year shall be maintained for hourly commissioned officers, and a separate list shall be maintained for dispatchers. The list of overtime totals will be returned to zero and started over for all employees once per year on the first day of the new schedule year.

When the need for shift coverage overtime is known in advance, the following actions shall be taken:

1. A shift coverage overtime posting will be placed in the roll call area or dispatch center by a supervisor as soon as possible after the need for overtime is confirmed. For those instances known at the time the schedule is created, this will typically occur shortly after the dispatch or patrol schedule is posted.
2. For those instances that are added after the schedule has been posted, an email will be sent to employees in eligible classifications to notify them of the overtime posting.
3. Overtime postings will clearly indicate the date they will be removed so the assignment can be made.
4. Employees shall acknowledge the posting by signing yes or no next to their name, indicating whether they are interested in working the overtime or not.

5. The overtime assignment will be filled first by the individual with the lowest accumulated overtime hours worked who has indicated they want to work and is eligible for the entire duration of the posted hours for the assignment.
6. If the posting is a result of sick leave or FMLA, employees who have been scheduled for leave time on the date of the need for overtime or who are on days off that are next to scheduled leave time will be assigned in order of hours but shall not be mandated to work the overtime.
7. If no members of the proper classification who are eligible for the entire duration of the posting wants to work, the overtime assignment will be filled by an employee from any eligible classification who is available the entire time of the posting and wants to work. If no one who is eligible for the entire posting wants to work, the two employees with the lowest accumulated hours who volunteer to split the posted hours can work, with first preference given to those in the proper classification.
8. Except in extenuating circumstances, no employee shall be required to work more than 16 hours in any 24-hour period. Any employee working 16 consecutive hours in a 24-hour period must be afforded 8 hours off work before returning to duty for a shift or a special event. Employees who would exceed these maximum duty standards will not be considered eligible for the overtime. Unpaid lunch periods for training or special details or assignments will be included in the maximum duty hours calculation.
9. When a tie among employees eligible for selection to an overtime assignment occurs in overtime hours worked, the employee with the lowest seniority shall be assigned the overtime. When two (2) or more employees commence service with the Police Department on the same date, the employees shall be ranked for seniority purposes in accordance with the last four (4) digits of their Social Security number, with the highest number being the most senior and lowest number being the least senior.
10. Employees who are already scheduled to work a shift or a special event during the hours that are posted for shift coverage overtime are not considered to be eligible for the entire duration of the posting.
11. Employees who are already scheduled for leave time during any part of the posted hours are not considered eligible for the entire duration of the posting. Employees cannot work overtime during the same hours that they have requested and been granted leave time.
12. Employees calling in sick shall be considered sick for 24 hours commencing with the scheduled shift or event starting time and will not be eligible for overtime during that period.
13. Employees who are out of town at training shall not be eligible for overtime.

When a regularly scheduled employee calls in to report an absence that results in the need for shift coverage overtime, the person taking the call shall immediately notify the officer in charge of the shift. The shift supervisor, officer in charge or dispatcher on duty shall take the following action in the order indicated as soon as practical after he/she learns that overtime will be needed on the shift.

1. Contact the commissioned officer or dispatcher with the least number of accumulated overtime hours worked who can report for and work the entire duration of the shift without creating a conflict with his/her next scheduled reporting time.

2. Except in extenuating circumstances, no employee shall be required to work more than 16 hours in any 24-hour period. Any employee working 16 consecutive hours in a 24-hour period must be afforded 8 hours off work before returning to duty for a shift or a special event. Employees who would exceed these maximum duty standards will not be considered eligible for the overtime. Unpaid lunch periods for training or special details or assignments will be included in the maximum duty hours calculation.
3. When a tie occurs in accumulated overtime hours worked, the eligible employee with the lowest seniority (regardless of rank between Sgt./Lt. when a supervisor is needed) shall be called first. When two (2) or more employees commence service with the Police Department on the same date, the employees shall be ranked for seniority purposes in accordance with the last four (4) digits of their Social Security number, with the highest number being the most senior and lowest number being the least senior.
4. If no one is eligible or willing to work the entire duration of the overtime assignment, employees may volunteer to split the overtime hours provided the person filling the overtime assignment is able to make timely contact with another officer or dispatcher who is willing to work the other half. When employees volunteer to split the overtime, the actual hours worked by each will be added to their overtime hours total.
5. Contact a commissioned officer or dispatcher on duty at the time to work an additional four (4) hours over. The commissioned officer or dispatcher who works the first four (4) hours will be the commissioned officer or dispatcher with the least number of accumulated overtime hours worked of those working at the time the shift is to be filled. Contact a commissioned officer or dispatcher on the oncoming shift to work an additional four (4) hours early. The commissioned officer or dispatcher who works the second four (4) hours will be the commissioned officer or dispatcher with the least number of accumulated overtime hours worked of those scheduled to work the following shift.
6. Employees who have been scheduled for leave time on the date of the need for overtime or who are on days off that are next to scheduled leave time shall not be mandated to work.

If all of these steps should fail, continue to step 7 to mandate someone to work.

7. If you have an employee willing to work the first half of the shift but you cannot reach anyone on the oncoming shift to work the second half of the overtime then the commissioned officer or dispatcher with the least amount of hours will be required to cover the entire shift if necessary, consistent with the established limitation on maximum duty hours allowed.
8. Employees shall not be required to fill mandatory shift coverage overtime on any two (2) consecutive days. If an employee has been mandated to work shift coverage overtime the day before, go to the employee on the list with the next lowest hours.

All contacts or attempts to contact will be logged in the order they were completed whether the contact was made by telephone, radio or in person. When calling people who are not on duty, the number listed as their primary number must be called first, and a message must be left if possible. This information will be logged on the overtime Call Log in the overtime book. If time permits and employees have listed an alternate phone number or have agreed to receive notice via text message, these additional methods can be used to contact employees. The officer in charge or dispatcher that contacts employees for the overtime shall be responsible for updating the totals for hours worked and shall fill out the overtime call log before they end their shift. The overtime book shall be kept in roll

call and dispatch, so it is accessible to everyone. All positive and negative responses, no answers, and spouse or family refusals must be logged in the appropriate columns of the Call Log.

9. Employees who are already scheduled to work a shift or a special event during the hours that need to be filled are not considered to be eligible.
10. Employees who are already scheduled for leave time during the hours that need to be filled are not considered to be eligible. Employees cannot work overtime during the same hours that they have requested and been granted leave time.
11. Employees calling in sick shall be considered sick for 24 hours commencing with the scheduled shift or event starting time and will not be eligible for overtime during that period.
12. Employees who are out of town at training shall not be eligible for overtime.
13. When a regularly scheduled employee calls in to report an absence less than two hours prior to the start of their shift, this procedure will be waived by offering the overtime first to the members currently working in order of lowest accumulated overtime hours worked. Employees may volunteer to accept the first 4 or the full 8 hours of the shift. The person volunteering to work the entire shift will be given preference. If the employee accepts 4 hours, the second 4 hours will be filled according to the procedures above. If there are no volunteers at all among those currently working, the person with the lowest accumulated hours worked will be mandated to hold over until the shift can be filled by following the procedures above.

**APPENDIX B**

**Excerpts from the BGSU Classified Employee Handbook**

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## **COURT LEAVE**

If an employee is serving on a jury or are subpoenaed to appear in court as a witness for the federal, state, or local government, they will be excused from work with pay during the time required. Employees appearing before a court or other legally constituted body for personal reasons may be granted vacation, personal, or leave without pay for their absence. If an employee is on paid sick leave or vacation, the employee will be paid court leave for the time spent attending the hearing and those hours will not be charged against accrued sick leave or vacation. If on a leave of absence without pay or in any other unpaid status, the employee will not be paid by BGSU for the time spent attending the hearing.

## **EMPLOYEE ASSISTANCE PROGRAM (EAP)**

The Bowling Green State University Employee Assistance Program (EAP) is provided for all employees and their family members as a means to obtain confidential and professional assistance in dealing with the difficult situations in life, which most of us face at one time or another. This program also provides a host of information and services available to assist with everyday life to include areas such as relationships, personal growth, emotional wellbeing, financial fitness, legal, and much more.

The EAP is provided through an external organization, IMPACT Solutions and is kept confidential. The following features are a part of this program:

- A master's level educated individual to talk to 24 hours a day, 365 days a year
- Service and information are available to ALL employees and their household members, as well as dependents living away from home and parents and parents-in-law
- Guaranteed face-to-face counseling sessions – 5 sessions per topic (Note: If the member may want additional visits, please validate the provider is a member of their health insurance network for the best coverage.)
- Priority given for high-risk situations
- Management referral process (Used by supervisors, after coordination with the Office of Human Resources)
- On-site support for training programs
- Web portal with daily living information, resources, and interactive features
- Referrals to community resources



- Any much more!

To use this program, call 1-800-227-6007 or visit [www.myimpactsolution.com](http://www.myimpactsolution.com) and use the username BGSU.

## FAMILY AND MEDICAL LEAVE ACT (FMLA) POLICY

Bowling Green State University understands the importance of family issues in today's work force and conflicting demands of family obligations and work. Because employees may find it necessary to take leave from their jobs for a temporary period to address certain family responsibilities or their own serious health conditions, and in compliance with the Family and Medical Leave Act (FMLA) of 1993, the University has established a Parental Leave and Family and Medical Leave Policy.

The University will grant an eligible employee leave for up to 12 weeks during a 12-month period rolling calendar for the following reasons:

- ***The birth or adoption of a child, or the foster care placement of a child.***
- ***To care for a family member of the employee when that family member has a serious health condition.***
- ***A serious health condition of the employee renders the individual unable to perform his or her job functions.***

Leave under state law and University policy will run concurrently with leave under this policy. The University will comply with both federal and state law, as well as University policy regarding these leaves. Additional information regarding leaves of absence and the Family and Medical Leave Act along with the required forms can be found in the OHR website under the Employee section.

Questions or concerns regarding family or medical leave under this action can be addressed by calling the Office of Human Resources 419-372-8421.

## INSURANCE BENEFITS

Bowling Green State University provides a comprehensive benefit program for employee and their families as part of the total compensation package. These plans are reviewed annually to maintain competitiveness while being cost effective. Specific details about the current benefit plans can be found in the Human Resources website in the **Benefits Section**.

Full-time employees are eligible for several insurance plan options through BGSU to include:

- Health & Prescription
- Dental

- Vision
- Life Insurance
- Long-Term Disability
- Health Savings Account
- Flexible Spending Accounts (healthcare and dependent care)
- Voluntary Plans

Information regarding all current plans, eligibility, and employee cost can be found in the Office of Human Resources website at [www.bgsu.edu/hr](http://www.bgsu.edu/hr), under Benefits. Enrollment is required within 30 calendar days (including weekends and holidays) from the date of eligibility (such as new hire or newly full-time). Once initial election is complete, changes cannot be made at any time other than annual Open Enrollment for the following calendar year or a Qualified Life Event. Life Event completion must be made within 30 calendar days (including weekends and holidays) from the date of the event. For a list of qualified events, step-by-step instructions and additional information please see the Life Event tab in the Benefits section of the Office of Human Resources website. Please contact the Office of Human Resources at 419-372-8421 with questions or for assistance. We also offer in person assistance during normal business hours.

Communication regarding upcoming changes or enrollment periods will be communicated through university email, the OHR website, and Campus Updates.

**Deadlines for new enrollments, life events, and Open Enrollment are firm.** Please make sure you click submit to save your selections, and print a confirmation statement for your records. Review the confirmation statement for accuracy as the completion of your enrollment is your electronic signature authorizing the enrollment in these plans along with any associated payroll deductions.

<b>LEAVE OF ABSENCE</b>
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A leave-of-absence without pay may be granted for either medical, educational or personal reasons. In no case is an approval of a request for a leave without pay an automatic procedure. Each case is judged by its merits and the impact the absence would have on the effectiveness of the unit and on the mission of the university. While an employee is on a leave of absence without pay, all employee contributions for insurance benefits are required to be paid to the university on a monthly basis. If they are not received for over 30 days, the insurance coverage may be terminated. The Office of Human Resources must be notified when an employee returns from a leave of absence. Please contact the Office of Human Resources for further information.

The policy governing Leave without Pay can be found at: **Leave Without Pay**

The Office of Human Resources must be notified when an employee returns from a leave-of absence.

## MATERNITY LEAVE

A maternity leave for childbirth purposes will be allowed for a period of time that may include pre-delivery, delivery, and recovery time, and not to exceed six months. Medical certification by a physician is required for the required period of time. The medical certification must include the probable period for which the employee will be absent and accompany the maternity leave request.

Prior to a maternity leave request, the employee and supervisor should discuss the length of the leave required, and the amount of sick leave, vacation, or leave without pay that will be applied to the Maternity Leave Request.

If the employee is unable to return to work at the conclusion of the maternity leave, or within the six-month period, a medical leave of absence without pay may be requested. Medical certification by a physician is required for the medical leave of absence.

A classified staff member may use any or all of their accrued but unused vacation credit, compensatory time, and accrued but unused sick leave credit during the maternity leave period before going on unpaid leave of absence.

## PATERNITY/ADOPTION LEAVE

Bowling Green State University understands the importance of family issues and conflicting demands of family obligations and work. Because employees may find it necessary to take leave from their jobs for a temporary period to address certain family responsibilities or their own serious health conditions, and in compliance with the Family and Medical Leave Act (FMLA) of 1993, the University has a Parental Leave and Family and Medical Leave Policy.

The University will grant an eligible employee leave for up to 12 weeks during a 12-month rolling calendar period for the following reasons:

- ***The birth or adoption of a child, or the foster care placement of a child.***
- ***To care for a family member of the employee when that family member has a serious health condition.***
- ***A serious health condition of the employee renders the individual unable to perform his or her job functions.***

Leaves under state law and University policy will run concurrently under this policy. The University will comply with both federal and state law, as well as University policy regarding these leaves. Additional information regarding leaves of absence and the Family and Medical Leave Act along with the required forms can be found in the OHR website under the Employee section.

Questions or concerns regarding family or medical leave under this action can be addressed by calling the Office of Human Resources 419-372-8421.

### **MILITARY DUTY LEAVE POLICY**

Bowling Green State University's policy on military duty leave covers all classified employees. Those who are called to duty are covered by the Uniformed Services Employment and Re-employment Rights Act (USERRA), the Ohio Revised Code, and the Ohio Administrative Code related to military duty.

Classified staff who are members of the Ohio National Guard or military reserve units are eligible for military leave with pay. Leave for active duty or field training cannot exceed 31 calendar days per calendar year. A copy of military orders or other authorization document for such duty must be submitted to the supervisor and the Office of Human Resources to qualify for military leave. Such leave is in addition to regular vacation time. The maximum hours for which payment under this provision will be made in any calendar year are 176 hours (22 days).

Classified staff with at least 90 days of University service who are involuntarily called to extended active duty in the military service shall be granted military leave without pay for the duration of such service. Upon application within 90 days of the date of discharge from extended active duty, the individual shall be reinstated to the position held prior to military service. This reinstatement right should be recognized by anyone hired to replace an individual on military leave. If a classified staff member re-enlists or voluntarily extends the original tour of active duty, reinstatement rights are forfeited.

The policy governing Military Duty can be found at: [Military Duty](#)

### **PERSONAL LEAVE POLICY**

Classified Staff are eligible for personal leave on an annual basis. Personal leave may be used for unusual personal or family obligations, however it may not be used to cover unexcused absences, or to make up time. Personal leave must be scheduled and approved by the supervisor prior to use. The policy governing Personal Leave can be found at: [Personal Leave](#)

### **RETIREMENT**

New employees of BGSU are eligible for the Ohio Public Employees Retirement System (OPERS). If the new employee is full time, they have the choice of participating in OPERS or an alternative retirement plan (ARP).

The two programs differ regarding many aspects, so it is important that employees review all information and understand how each program works. The election between the OPERS and ARP

retirement programs is irrevocable. Employees will have a 120 day election period from their hire date with B.G.S.U. to return the completed OPERS/ARP Retirement Election form to the Office of Human Resources.

Please note that Ohio law (Ohio Revised Code Section 3305.06) requires a portion of the employer contribution for an ARP member go to the state retirement system to mitigate any negative financial impact of the ARP on the state retirement system. This portion is known as the mitigating rate. In addition, OPERS and STRS have the authority to collect a mitigating rate from the employer contribution made on behalf of their members who elect their defined contribution or combined plan. The mitigating rate is subject to fluctuation and may increase or decrease at any time based on current law. Only the Ohio General Assembly has the ability to reduce the impact of the mitigating rate on plan participants. The current mitigating rate is listed in the ARP section of the OHR website. Please contact OPERS or STRS for more information regarding the mitigating rate.

During the election period or until the election form is received by the Office of Human Resources, deductions taken from the employee's check(s) and contributions made by the University on behalf of the employee will be sent to the OPERS Traditional Plan. If the employee elects ARP or one of the other OPERS plan options, contributions made by the employee and the employer will be rolled over to the program chosen, if requested by the employee.

If, within the 120-day election period ~~you~~ the employee elect OPERS, they will be sent an enrollment kit regarding the three options (Traditional, Member-Directed, or Combined) offered with more detailed information. The employee will have an additional 60 days to select one of three options, for a total of 180 days from the date of hire. If ARP is elected, contributions to the chosen vendor will begin with the next pay period after receipt of the election form. Contributions made by BGSU and the employee during the 120 day election period will be rolled over to the ARP vendor selected, if requested.

The Alternative Retirement Plan providers used by BGSU are listed with their contact information in the OHR website. In addition, a link to the OPERS site with contact information is provided as well.

In addition to the retirement benefit listed above, employees can also invest money and reduce their taxes at the same time through supplemental programs offered at BGSU. These supplemental retirement programs are voluntary and are taken as pre-tax deductions. The programs offered by BGSU along with the current providers and contact information are available in the OHR website in the benefits section.

Additional information regarding the retirement plans and procedures at BGSU can be reviewed in the **Office of Human Resources website under Retirement.**

## SICK LEAVE

The University's sick leave policy is determined by state civil service procedures. It provides financial security to classified staff who must be absent because of illness or injury. When an absence is necessary, other individuals in your department must take on your share of the work. Sometimes a temporary staff member may be hired to fill in for you, adding more expense to your department and the University. The sick leave policy, however, provides insurance for you against a lengthy absence because of illness or injury.

All full time employees earn sick leave at the rate of 4 hours, 36 minutes for every 80 hours paid. Sick leave is earned for all hours in active pay status (including vacation, sick leave, and overtime). Part-time classified staff earn sick leave on a pro-rated basis. It is not earned while you are on unpaid leave of absence. The amount of sick leave that may be accrued is not limited. Sick leave is credited bi-weekly. Your sick leave balance appears on your paycheck (viewable online through your [MYBGSU](#) portal). If you have worked for any government body in the State of Ohio in a non-student capacity, within the last ten years, any unused sick leave hours at that agency may be transferred to BGSU and added to your sick leave balance here.

### **Accumulated sick leave may be used only for absences because of:**

- illness-injury-exposure to contagious disease
- pregnancy and postnatal recovery period
- care of staff member's wife and family during postnatal period (maximum 5 days)
- medical, dental or optical examinations or treatment
- serious illness in the immediate family
- death in the staff member's immediate family (maximum 10 days)
- attending the funeral of a friend or relative not in the immediate family (maximum 8 hours)

### **Family Member is defined as:**

- |  |   |
|--|---|
| <ul style="list-style-type: none"><li>• Spouse</li><li>• Children</li><li>• Siblings</li><li>• Brother-in-law</li><li>• Daughter-in-law</li><li>• Mother-in-law</li><li>• Step-parents</li><li>• Step-siblings</li></ul> | <ul style="list-style-type: none"><li>• Parents</li><li>• Grandparents</li><li>• Grandchildren</li><li>• Sister-in-law</li><li>• Son-in-law</li><li>• Father-in-law</li><li>• Step-children</li><li>• Legal guardian or other person who stands in place of a parent (in loco parentis)</li></ul> |
|--|---|

Anytime sick leave pay is requested, you must report the time in Time and Labor, the electronic timesheet. If the employee or member of the employee's family requires professional medical attention, a certificate from a licensed physician stating the nature of the condition may be required by your supervisor to justify the use of sick leave. Your supervisor will approve or disapprove all requests for sick leave pay.

Employees must notify your supervisor as soon as possible, but no later than one-half hour after your scheduled reporting time, each day you are unable to report to work because of illness or injury. An exception to this rule applies to classified staff members whose duties must be continuously performed in a department which operates 24 hours a day, seven days a week; in this case, they must notify your supervisor at least two hours before your scheduled reporting time each day of your absence. If they do not give adequate notification, your absence may be charged to AWOL - "absence without leave".

If you have frequent absences due to illness, your absence due to illness lasts three consecutive workdays, or if there is a recognizable pattern to being absent, your immediate supervisor may require a statement from your attending physician regarding your state of health. This should be submitted to the Office of Human Resources, who will confirm the need with the direct supervisor.

If you have a pre-arranged appointment for medical, dental, or vision services, you must inform your supervisor as far in advance as possible so arrangements may be made to cover work requirements.

Return to work eligibility must also be submitted to the Office of Human Resources from the physician confirming the employee's ability to return to full duty with no restrictions.

In some extreme instances, an employee may be required to take a physical examination, conducted by a licensed physician and paid for by BGSU. If they fail to comply with the sick leave rules and regulations, they may not be paid for the absence and could become subject to disciplinary action. If an employee applies for sick leave "with intent to defraud", employment could be terminated and the employee will have to refund all salary/wages received during the absence to the State of Ohio.

At the time of retirement from BGSU with 10 or more years of total public service (in the state of Ohio), an employee may elect to receive a payout for one-fourth of their accrued but unused sick leave balance not to exceed a maximum of 240 hours. In order to be eligible, the employee must meet the age and service requirements defined by their elected retirement plan. If they decide on this option, payment will be based on the rate of pay earned at the time of the retirement date.

Note: Under current Ohio law, retirement from the State of Ohio can only occur once. Therefore, if an employee retires from a state institution and does not elect a sick leave payout, they will forfeit any future sick leave payout. However, they may transfer their unused sick leave balance to another state institution within a 10 year period for future use but no future payout can occur.

In the event of an employee death while in service to Bowling Green State University, and with ten or more years of total public service in the State of Ohio, the beneficiary or estate of the employee is eligible to receive payment for one-fourth of the employee's accrued but unused sick leave balance not to exceed the same maximum number of 240 hours.

In the event of your death while in service to Bowling Green State University, and with ten or more years of total public service in the State of Ohio, your beneficiary or your estate is eligible to receive payment for one-fourth of your accrued but unused sick leave balance not to exceed the same maximum number of 240 hours.

<b>VACATION</b>
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**Full-time Classified Staff**

Bowling Green State University regards vacation as a period of rest and relaxation earned by past service. The University's vacation policy is determined by state civil service procedures. Time away from the work place is an important benefit earned.

All regular full-time, classified staff members earn annual vacation leave. Upon completion of the staff member's initial probationary period, vacation may be utilized as it is accrued.

If you have worked for any governmental body in the State of Ohio in a non-student capacity; the amount of prior Ohio public service may be credited to you in determining your accrual rate. If the employee is a full-time classified staff member, they earn vacation according to years of service with the State on the following schedule:

<b>Length of Service</b>	<b>Annual Vacation</b>	<b>Accrual Rate Per Pay Period</b>	<b>Maximum Accrual Effective 1-1-99</b>
Under 1 year	As Accrued (Upon completion of Initial probationary Period)	3.07692 hours	Not Applicable
1 through 5 years	80 hours	3.07692 hours	160 Hours
6 through 10 years	120 hours	4.615384 hours	240 hours
11 through 15 years	160 hours	6.153846 hours	320 hours
16 years and over	200 hours	7.692304 hours	480 hours

Vacation is earned each bi-weekly pay period at the rate shown above for each period of paid service. Vacation leave can be accumulated up to the maximum number of hours as shown in the maximum accrual column above. Employee biweekly paychecks (online via [MyBGSU](#) web portal) will show the vacation accrual balance. If an employee does not use their vacation, they will lose all hours beyond the maximum accrual. It is each employee's responsibility to monitor their



accrued vacation time. Vacation is not earned on overtime. Vacation used must be reported in the electronic timesheet the Monday following the week it was used.

For purposes of determining whether a classified staff member has 1, 6, 11, or 16 years of service, active employment with any agency or subdivision of Ohio shall be counted. Time spent in military service or time spent on authorized leave-of-absence (12 months or less, followed by reinstatement) is counted. Time spent in the Ohio National Guard prior to becoming a public employee is also counted. However, no vacation is earned during the leave-of-absence or military leave period. However, no vacation is earned during the leave-of-absence or military leave period.

If a holiday falls during your vacation period, the holiday does not count as a day of vacation. If you terminate your employment with less than one year of BGSU service, the employee is not entitled to payment for unused vacation. At the time of separation or retirement, all permanent full-time classified staff who have completed at least 2,081 hours of service to the university are eligible to receive payment for accrued but unused vacation time.

The supervisor is responsible for scheduling and approving vacations in your department. Vacations are taken at such time as your supervisor approves. Vacation approval is not dependent on the employee's reason for such requests. The employee should request their vacation dates with the supervisor as far in advance as possible.

**12-Month Regular Part-time Classified Staff**

Regular part-time classified staff employed on a continuous (12-month) basis earns vacation on a prorated basis, depending on the amount of hours worked per pay period. Vacation is earned according to the number of hours worked, as shown on the following schedule:

<b>Total Hours Worked</b>	<b>Hours Accrued for for 80 Hours Worked</b>	<b>Hours Accrued for 2,080 Hours Worked</b>	<b>Maximum Accrual</b>
Less than 2,080	3.07692 hours	80 hours	80 hours
2,080 to 10,400	3.07692 hours	80 hours	160 Hours
10,401 to 20,800	4.615384 hours	120 hours	240 hours
20,801 to 31,200	4.615384 hours	160 hours	320 hours
31,201 and over	7.692304 hours	200 hours	480 hours

Vacation time may be used only in lieu of scheduled work time. Regular part-time classified staff positions may not be replaced while an individual is on vacation. The scheduling of vacation time requires the approval of the staff member's immediate supervisor and may be utilized as accrued, after completion of the initial probationary period.

Vacation leave can be accumulated up to the maximum number of hours as shown in the maximum accrual column above. If an employee does not use their vacation, they will lose all hours beyond the maximum accrual.

At the time of separation or retirement, 12-month permanent part-time classified staff who have completed at least 2,081 hours of service to the university are eligible to receive payment for accrued but unused vacation time.

When the employment status of a member of the classified staff is changed from 12-month permanent part-time to full-time, the individual is permitted to transfer accrued but unused vacation time. Use of the transferred vacation time during the first year of full-time service is subject to the rules for full-time staff members.

**WORKERS' COMPENSATION**

Bowling Green State University takes pride in the safety of our staff, faculty, students and community. However, accidents do happen. Each employee of BGSU is responsible to observe all safety precautions. Safety training and assistance are available through the Office of Environmental Health and Safety.

Employees who are injured at work must complete the BGSU online injury/illness form within 24 hours of the incident. If the injured worker is unable to do so, the employee's immediate supervisor may complete the form using the best information available. All accident claims will be investigated to document time and place of occurrence, determine cause and develop preventative measures.

More information is available in the Office of Human Resources website in the [Employee section under Leave of Absence/Workers Compensation](#), or contact the Human Resources office at 419-372-8421.

## APPENDIX C

### Police Officer Competency Pay Levels

#### Training objectives as Police Cadet:

- Successful completion of basic police academy and OPTOC certification

Police Cadets who successfully complete the basic academy and attain OPOTC certification shall become a Police Officer 1 and will remain on probation for 12 months after academy graduation.

#### Training objectives during the first year of employment after academy graduation:

- All training tasks in field training program
- Qualification on department issued sidearm and rifle
- ASP (Baton)
- OC (Pepper Spray)
- Defensive tactics
- AED/CPR and basic first aid
- Law Enforcement Automated Data System (LEADS) Certification

Upon completion of the above training, demonstration of competency, and the completion of the one-year probationary period as a Police Officer 1 with the agency, the officer will advance to Competency Level 1.

#### Training objectives during the second year of employment:

- RADAR
- OVI detection
- Bicycle patrol techniques

Upon completion of the above training, demonstration of competency, and the completion of two years as a Police Officer 1, the officer will advance to Competency Level 2. In the absence of a Police Lieutenant or a Police Sergeant, the Police Officer who has completed 2 years of service with the BGSU Police also agrees to be used as an officer in charge (OIC) on the shift when minimum staffing levels are 2.

#### Training objectives during the third year of employment:

- De-escalating mental health crises/incidents involving mentally ill persons
- National Incident Management System (NIMS)/Incident Command System (ICS) training

Upon completion of the above training, demonstration of competency, and the completion of the three years as a Police Officer 1, the officer will advance to Competency Level 3. In the absence of a Police Lieutenant or a Police Sergeant, the Police Officer who has completed 3 years of service with the BGSU Police also agrees to be used as an officer in charge (OIC) on the shift or for a special event overtime detail of 3 persons or less.

Training objectives during fourth year of employment:

- Sexual assault investigations for patrol officers
- Interview and interrogation techniques for patrol officers

Upon completion of the above training, demonstration of competency, and the completion of the four years as a Police Officer 1, the officer will advance to Competency Level 4.

Training objective during the fifth year of employment:

- Field Training Officer (FTO) training

Upon completion of the above training, demonstration of competency, and the completion of the five years as a Police Officer 1, the officer will advance to Competency Level 5 and will become a Police Officer 2. The Police Officer 2 agrees to be used as a field training officer if needed.

If for any reason the officer has been willing and able to attend the training listed in each level, but management has been unable or unwilling to permit the officer to attend in the time frames listed, the officer will receive the pay raise associated with the Competency Level in Section 18.10 at the end of the year of service as scheduled and the department will provide the training to the officer at the earliest possible date thereafter.

If management has given the officer the opportunity to receive the required training in paid status for any of the Competency Levels and the officer refuses to attend or does not satisfactorily complete the training or demonstrate the required competency, he or she will not receive the pay raise associated with the level listed in Section 18.10, even if the year of service is completed.

### **Radio Dispatcher Competency Pay Levels**

Training objectives in first year of employment:

- All training tasks in dispatcher training program
- Basic public safety telecommunicator course

Upon completion of the above training, demonstration of competency, and the completion of one year of probationary employment with the agency, the dispatcher will advance to Competency Level 1.

Training objectives in the second year of employment:

- Crisis negotiations training for dispatchers

Upon completion of the above training, demonstration of competency, and the completion of two years of employment with the agency, the dispatcher will advance to Competency Level 2.

Training objectives in the third year of employment:

- De-escalating mental health crises/calls involving mentally ill persons

Upon completion of the above training, demonstration of competency, and the completion of three years of employment with the agency, the dispatcher will advance to Competency Level 3.

If for any reason the dispatcher has been willing and able to attend the training listed in each level, but management has been unable or unwilling to permit the dispatcher to attend in the time frames listed, the dispatcher will receive the pay raise associated with the Competency Level in Section 18.10 at the end of the year of service as scheduled and the department will provide the training to the dispatcher at the earliest possible date thereafter.

If management has given the dispatcher the opportunity to receive the required training in paid status for any of the Competency Levels and the dispatcher refuses to attend or does not satisfactorily complete the training or demonstrate the required competency, he or she will not receive the pay raise associated with the level in Section 18.10, even if the year of service is completed.

## APPENDIX D

### Jury Duty

Bargaining unit members who are subpoenaed to court for jury duty at the federal, state or local level shall be compensated at their regular hourly rate of pay for time spent in court when it occurs on a regularly scheduled work day during the members regular work hours. Members must call the on-duty supervisor to check in immediately when they are released from court. If a member is released from court prior to the end of their assigned work hours for the day, they must return to work or contact the supervisor on duty to request permission to use leave time for the remainder of their shift. It will be up to the supervisor based on staffing and activity levels whether the leave time is approved. If returning to work, the time it takes the member to drive from the court back to work will be included in their hours worked. The commute from home to court will not be compensated unless it is longer than a member's normal drive to work, in which case the time over and above the normal commute to work will be compensated if it falls within the member's scheduled work hours for that day. There will be a one-hour grace period for members who are released from court with one hour or less left in their work day. In that circumstance, when the member calls the supervisor to check in, the supervisor will note that there is less than one hour remaining in their shift and will authorize them to be paid for a full 8 hours of work without returning to duty.

When members are subpoenaed to appear in court for jury duty on a day off or a day they are scheduled for leave time, they will not be compensated for the jury duty. (For midnight shift, this would mean they would not be compensated if they are scheduled off the evening of the same day that they have spent time in court.) Shift coverage overtime and special event overtime events that occur on an employee's day off are not included as regular work days.

When members are subpoenaed to appear in court for jury duty on a normal work day but must serve time in court outside of normal work hours, they will be permitted to take an equal amount of flex time off (rounded to the nearest quarter hour) during their scheduled shift on that same date provided it does not cause overtime to maintain minimum staffing levels. If staffing does not allow them to take an equal amount of time off on that same date, the member may take the flex time off on another date that they select, and the supervisor approves within two weeks of earning it. If that is also not possible due to staffing levels, the member shall use the flex time owed as soon thereafter as possible.

Should a member assigned to afternoon shift or midnight shift actually get through jury selection, be seated for a jury and anticipate having to serve for a full 8-hour day on a regularly scheduled work day, the member will be reassigned to work during normal court hours for that day or days.

Under no circumstance will a member be compensated by the University for more than 8 hours of pay for jury duty on any given day, nor will they be paid overtime for time spent in jury duty. Should an anticipated appearance in jury duty require a supervisor to tentatively post a shift coverage overtime opportunity, it is understood that the officer assigned to the detail will only work the hours needed to cover the shift. If the jury duty is canceled or the employee returns early enough to work all or part of their normal shift, the person that was assigned the overtime will be relieved of the assignment with little prior notice.

In all cases, members will not receive any compensation or flex time from the University for any given day unless they check in with the supervisor on duty when released from court each day and turn in to the University Bursar all compensation they receive from the court for the jury duty served on that day. The member may keep the court payment for days that they receive no compensation or flex time from the University.

## APPENDIX E

### Fee Waiver Policies

Bargaining unit members will continue to be subject to the conditions set forth in the fee waiver policies below unless or until a reopener on this issue according to Article 29 results in new policies.

#### Dependent Fee Waiver Policy

Applicability	All BGSU Staff
Last Revised	05/07/2010
Policy Owner	Office of Human Resources
Governing Body	N/A
Policy Number	

#### **INTRODUCTION:**

It is the policy of the University to support and promote the education of dependents of its employees.

#### **POLICY:**

##### **I. Full-Time Permanent Staff Member**

- A. Eligibility.** For the purposes of this policy, a permanent full-time staff member is employed on a full-time basis for a minimum of nine months per year (including an individual employed full-time at the University but compensated by another agency such as ROTC or a granting agency).
- B. Benefit.** Dependents are eligible to utilize this benefit the first semester following the employee's full-time date of hire. Dependents may either complete a course on an audit or grade basis. The dependent fee waiver will waive the instructional fees only. The fee waiver applies to courses that are eligible for credit hour(s) only at BGSU. As long as the child is being claimed as a tax dependent (pursuant to the guidelines of Section 151 of the IRS), he/she may continue to utilize the fee waiver through the end of the calendar year the child turns age 24.
- C. Definition of Eligible Dependent.** The employee's cohabitant spouse is defined as a person to whom you are legally married, as defined by the State of Ohio. An employee's dependent child is defined as unmarried, a stepchild, a legally adopted child, and/or a child for whom either the employee or the employee's spouse is the legal guardian or custodian.
- D. Procedure.**
  1. The employee completes the Dependent Fee Waiver Application, which is located on the Office of Human Resource's website.
  2. The employee completes his/her portion of the application and gives it to his/her supervisor for approval. The employee or supervisor then forwards the application to the Office of Human Resources for processing. A Dependent Fee Waiver Application must be completed for every semester in which the dependent is registered for courses.
  3. An incomplete Dependent Fee Waiver Application will not be processed by the Office of Human Resources. It will be returned to the employee for completion.
  4. The Dependent Fee Waiver Application should be received by the Office of Human Resources at least eight weeks prior to the commencement of the academic semester.
  5. The Dependent Fee Waiver Application must be received by the Office of Human Resources on or before the last day of the current semester for which the waiver is to be applied. OHR will not process retroactive applications for previous semesters.
  6. The dependent enrolls in coursework through the Office of Registration and Records.

7. A dependent may not receive fee waiver benefits as both an employee and as a dependent in any academic year.

**E. Responsibility for Fees**

1. A dependent is responsible for all fees except the Instructional Fees.
2. A dependent is responsible for all applicable fees that are incurred as a result of adding and/or dropping courses, regardless of the reason.

**F. Payroll Taxes**

1. Undergraduate fee waiver benefits are not subject to taxation.
2. Graduate-level dependent fee waiver benefits are subject to taxation to the employee (the amount exempted from taxation was current at the time this document was written; however, you should refer to IRS Publication 970 for the most current information on the taxability of employer-provided educational assistance). The Office of Payroll Accounting will attempt to spread the taxable amount over a range of paychecks to minimize the tax impact.

**G. Reciprocity**

There is no reciprocity benefit for dependents.

**II. Part-Time Employee**

There is no dependent fee waiver benefit for part-time employees.

**III. Post Doctoral Employee**

There is no dependent fee waiver benefit for post doctoral employees.

**IV. Widow/Widower or Child of a Deceased Permanent Full-Time Staff Member**

- A. Eligibility.** The widow/widower or child of a deceased permanent full-time staff member (deceased while actively employed at BGSU) is eligible to receive fee waiver benefit. The dependent(s) must be the dependents of the staff member at the time of death. The spouse of a deceased staff member is eligible for fee waiver benefits until such time he/she remarries.
- B. Benefit.** The widow/widower or child of a deceased staff member may enroll as a full-time or part-time student without payment of the instructional fees. The student may attend classes at main campus or at any branch campus or center.
- C. Procedure.** Refer to Section I (D).

**V. Cohabitant Spouse and/or child of a retired Staff member.**

- A. Eligibility.** The cohabitant spouse, child and/or children of a permanent full-time retired staff member who has completed 10 years of continuous full-time service at BGSU and retires from BGSU and were the dependents of the staff member at the time of retirement are eligible for the dependent fee waiver.
- B. Benefit.** Dependents may either complete a course on an audit or grade basis. The fee waiver applies to courses that are eligible for credit hour(s) only at BGSU. As long as the child is being claimed as a tax dependent (pursuant to the guidelines of Section 151 of the IRS), he/she may continue to utilize the fee waiver through the end of the calendar year the child turns age 24.
- C.** Please note that **when a Dependent Fee Waiver is requested**, the policy in force at the time of submission will be adhered to.
- D. Procedure.** Refer to Section I (D).
- E. Responsibility for Fees.** Refer to Section I (E).



## **Employee Fee Waiver Policy**

Applicability	All BGSU Staff
Last Revised	05/07/2010
Policy Owner	Office of Human Resources
Governing Body	N/A
Policy Number	

### **INTRODUCTION:**

It is the policy of the University to support and promote the education of its employees. The employee's first obligation is to fulfill his/her job obligations; however, reasonable access to University coursework shall be given as approved by the supervisor of the employee.

### **POLICY:**

#### **I. Full-Time Employee**

**A. Eligibility.** For the purposes of this policy, a full-time employee is one who works 40 hours a week on a regular schedule and is employed full-time for a minimum of nine months per year (including an individual employed full-time at the University but compensated by another agency such as ROTC or a granting agency). The employee is eligible to utilize the fee waiver the first semester following the full-time date of hire.

**B. Benefit.** Full-time employees may enroll for up to eight credit hours per term, but no more than 16 per academic year (summer, fall, spring). Employees may either complete a course on an audit or grade basis. The employee fee waiver will waive the instructional and general fees only. The fee waiver applies to courses that are eligible for credit hour(s) and or for hours earned only.

#### **C. Procedure.**

8. The employee completes the Employee Fee Waiver Application, which is located on the Office of Human Resource's website.
9. The employee completes his/her portion of the application and gives it to his/her supervisor for approval. The employee's supervisor certifies that the employee's course enrollment will not interfere with the discharge of duties as a University employee. In order to avoid interruptions on the job, employees should, whenever possible, register for courses outside their regular work schedule. When this is not applicable employees may, with the approval of their supervisor, enroll in a course during the regular work day. All time away from work to attend the course must be made up within that work week, either by using a flexible work schedule or appropriate paid leaves, exclusive of sick leave.
10. Unpaid leave is not available for this policy.
11. The employee or supervisor then forwards the application to the Office of Human Resources for processing. An Employee Fee Waiver Application must be completed for every semester in which the employee is registered for courses.
12. An incomplete Employee Fee Waiver Application will not be processed by the Office of Human Resources. It will be returned to the employee for completion.
13. The Employee Fee Waiver Application should be received by the Office of Human Resources at least eight weeks prior to the commencement of the academic semester.
14. The Employee Fee Waiver Application must be received by the Office of Human Resources on or before the last day of the current semester in which the application is for. OHR will not process retroactive applications for previous semesters.
15. The employee enrolls in coursework through the Office of Registration and Records.

16. The employee's enrollment will not prevent a regularly registered student from attending the course.
17. An employee may not receive fee waiver benefits as both an employee and as a dependent in any academic year.

**D. Responsibility for Fees**

1. Employees are responsible for all fees except the Instructional and General Fees.
2. Employees are responsible for all applicable fees that are incurred as a result of adding and/or dropping courses, regardless of the reason.
3. Employees are responsible for all fees for registration over eight credit hours per semester, or 16 credit hours per academic year (summer, fall, spring), in accordance with this policy.

**E. Payroll Taxes**

1. Undergraduate fee waiver benefits are not subject to taxation.
2. Graduate-level fee waiver benefits that do not exceed \$5,250 in a calendar year are not subject to taxation (the amount exempted from taxation was current at the time this document was written; however, you should refer to IRS Publication 970 for the most current information on the taxability of employer-provided educational assistance).
3. If an employee's graduate-level fee waiver benefits exceed \$5,250 in a calendar year, the amount over \$5,250 is subject to taxation. The Office of Payroll Accounting will attempt to spread the taxable amount over a range of paychecks to minimize the tax impact.

**F. Reciprocity**

1. An agreement exists between BGSU and the University of Toledo-Main Campus and Health Sciences Campus, whereby full-time employees of one University may enroll in courses at the other University. This arrangement covers full-time employees only and does not include waivers for dependents. The instructional and general fees are waived when the following conditions apply:
  - a) The employee must be properly admitted as an undergraduate or graduate student at the University of Toledo before registering for courses.
  - b) The fee waiver applies to courses that are eligible for credit hour(s) only.
  - c) Courses that are not covered at the University of Toledo through the reciprocity agreement are any courses in the Med School MD track.
2. An employee is eligible for the maximum number of credit hours allowed pursuant to this policy. In other words, an employee cannot utilize 16 credit hours at both BGSU and the University of Toledo.
3. BGSU Employees must contact the Office of Human Resources to prepare a fee waiver for courses at the University of Toledo. It is the employee's responsibility to make arrangements for the fee waiver to reach the appropriate office at the University of Toledo.

**II. Part-Time Employee**

**A. Staff Eligibility.** For the purposes of this policy, a part-time employee is one who works less than 40 hours a week on a regular schedule and whose Staff Action Form and/or contract indicates part-time status. Part-time employees that have completed the equivalent of one year of full-time service at BGSU (2080 hours) are eligible for an employee fee waiver.

1. **Benefit.** The employee fee waiver is prorated according to the percentage of time an employee works per week. Employees who work:
  - a) 75% to 99% (30 or more hours worked per week) are eligible to take a maximum of 12 credit hours per academic year (summer, spring, fall), but no more than 8 per semester
  - b) 50% to 74% (20 – 29 hours worked per week) are eligible to take a maximum of eight credit hours per academic year (summer, spring, fall)

- c) 25% to 49% (10 – 19 hours worked per week) are eligible to take a maximum of four credit hours per academic year
- d) less than 25% = no benefit available

**B. Procedure.** Refer to Section I (C).

**C. Responsibility for Fees.** Refer to Section I (D).

**D. Payroll Taxes.** Refer to Section I (E).

**E. Reciprocity.** Part-time employees are not eligible for the reciprocity agreement.

### **III. Retired Employees.**

**A. Eligibility.** An employee who has retired with ten years of continuous full-time service from the University is able to receive the same fee waiver benefits as an active full-time employee. If an employee was a part-time employee at the time of retirement, the employee must have the equivalent of ten years of full-time service (20,800 service hours).

**B. Benefit.** For an employee that retired with ten years of full-time service from the University, refer to Section I (B). For an employee that was part-time at the time of retirement, refer to section II (A) (1). Please note that when an Employee Fee Waiver is requested, the policy in force at the time of submission will be adhered to.

**C. Procedure.** Refer to Section I (C).

**D. Responsibility for Fees.** Refer to Section I (D).

**E. Reciprocity.** Only employees that were full-time at the time of retirement with ten years of full-time service from the University are eligible to use the reciprocity agreement. Refer to Section I (F).

## **APPENDIX F**

### **Memorandum of Understanding – OIC Eligibility**

The University and the IUPA Local 103 share an interest in further specifying the criteria for being eligible to serve as an Officer-In-Charge (OIC) of a shift. The purpose of this MOU is to clarify practice beyond what is specified in Appendix A and Appendix C of the collective bargaining agreement to provide similar guidance for scheduling in situations when shift minimums are met, but no supervisor is scheduled to work. The following guidelines will be used in all situations.

During periods of the year when the shift minimum is 3, the Officer-in-Charge (OIC) of the shift must be the Chief, the Deputy Chief, a Lieutenant, a Sergeant, a Police Officer 2 or an officer with at least three years of service as a Police Officer 1. During periods of the year when the shift minimum is 2, the Officer-In-Charge (OIC) of the shift must be the Chief, the Deputy Chief, a Lieutenant, a Sergeant, a Police Officer 2 or an officer with at least two years of service as a Police Officer 1. All commissioned officers acting in the capacity of OIC shall be in uniform and duty gear, be available to be contacted via radio by officers and dispatchers, and be available to assist with and respond to calls if necessary. If the lack of suitable OIC occurs when the shift is below minimum staffing thereby requiring shift coverage overtime, Appendix A of the CBA should be used to obtain an OIC when filling the shift. If shift minimums are met but a suitable OIC is still needed, the Chief or Deputy Chief may mandate a supervisor to work to provide adequate supervision. If due to rare and extenuating circumstances it appears these parameters cannot be met, the person responsible for scheduling or filling the overtime must notify the Chief of Police or Deputy Chief and seek guidance.

## APPENDIX G

### Memorandum of Understanding – Dispatch Scheduling

Article 10.10 of the CBA be interpreted and applied as follows:

1. If a request for leave (i.e., sick, vacation, personal, or compensatory time) is made by a bargaining unit member assigned as a dispatcher at least 14 days prior to the start of the schedule in which the leave time is to occur and it is determined that shift coverage is needed for the requested leave time, the following procedure will be followed:
  - a. The Dispatch Supervisor shall ask all dispatchers for volunteers to reassign their shift to cover the requested leave time.
  - b. If there are no volunteers to cover the leave time, then the University may reassign the least senior dispatcher available to cover the leave time.
  - c. If there is more than one volunteer to cover the leave time, then it will be assigned to the least senior dispatcher.
  - d. If the requested leave time runs on consecutive days, then the same dispatcher shall be reassigned to provide coverage for all necessary days.
2. If a request for sick or compensatory time is made by a bargaining unit member assigned as a dispatcher less than 14 days before the start of the schedule in which the leave is to occur and (in the case of compensatory time) is approved in accordance with Section 18.60, and if granting the request will require the use of overtime, then the request shall be posted for overtime.
3. Leave requests that constitute a “vacancy” as defined in Article 10.21 shall be filled in accord with that article.

**BE IT FURTHER RESOLVED**, this memorandum of understanding (MOU) interprets and clarifies Article 10.10 of the CBA. Where the explicit terms of this MOU conflict with Article 10.10 this memorandum of understanding shall prevail. Should a conflict arise out of the interpretation or implementation of this memorandum of understanding, either party may file a grievance in accord with Article 6—Grievance Procedures of the CBA.

## APPENDIX H

### Memorandum of Understanding – Flextime

Article 10.10 of the CBA be interpreted and applied as follows:

1. The University or any bargaining unit member may request to “flex” their schedule to meet operational needs or institutional goals. At the discretion of the parties, flextime may be allowed when both of the following conditions are met:
  - a. The flextime is mutually agreed to by the bargaining unit member and the University.
  - b. In accordance with the Fair Labor Standards Act, Police Officers must take the flex time off on another date that they select, and the supervisor approves, within the same pay period that the flex time was earned. Dispatchers must take flex time off within the same week that it is earned.
2. This MOU does not affect Section 10.30 of the CBA.

**BE IT FURTHER RESOLVED**, this memorandum of understanding (MOU) interprets and clarifies Article 10.10 of the CBA. Where the explicit terms of this MOU conflict with Article 10.10 this memorandum of understanding shall prevail. Should a conflict arise out of the interpretation or implementation of this memorandum of understanding, either party may file a grievance in accord with Article 6—Grievance Procedures of the CBA.