

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by the University of Cincinnati and the Fraternal Order of Police, Ohio Labor Council, Inc. ("FOP"), the union representing a bargaining unit of University Employees in the classification of Security Officers as certified by the Ohio State Employment Relations Board. The parties agree, as a result of negotiations following a contract re-opener for Wages and Insurance, to the following modifications to the Collective Bargaining Agreement which is set to expire on June 30, 2014. All other Articles shall remain unchanged:

### ARTICLE 19 WAGES

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

Section 19.2. All adjustments to the salary shall be included when calculating the overtime rate of pay for an officer as required by the Fair Labor Standards Act.

Section 19.3. ~~The shift differential rates in effect as of July 1, 2008, shall remain in effect.~~ Effective July 22, 2012, the University will establish the beginning and ending times for shifts as 6:00 p.m. to 11:00 p.m. for second shift and 11:00 p.m. to 6:00 a.m. for third shift. Shift differential at \$.65 per hour will be paid for second shift and \$.60 per hour for third shift. The parties shall audit the shift differential process in July 2013 to assess the impact of the change to the time keeping system.

Section 19.4. An employee currently eligible and receiving longevity pay shall continue to do so for the length of his/her employment, however, an employee who leaves the University and whose leave constitutes a break-in-service shall not be permitted to receive longevity pay if re-employed.

Section 19.5. An employee who wishes to progress from one Security Officer classification to another must notify the Chief or Assistant Chief in writing. If, after two years from the notification, the employee has been unable to complete the necessary training requirements due to the department being unable to provide for the training, the employee shall be placed in the higher classification.

Section 19.6. There will be no across-the-board wage increase in the first years of this Agreement; however, there will be an equity adjustment of two percent (2%) to each employee's base rate of pay effective July 1, 2011. Each employee in the bargaining unit shall receive a zero-percent (0%) increase of his/her base rate of pay July 1, 2012. Each employee in the bargaining unit shall receive a two-percent (2%) increase of his/her base rate of pay July 1, 2013.

~~Section 19.7. The parties shall re-open Article 19 no later than April 30, 2012, for the purpose of negotiating wages for the second and third years of this Agreement.~~

## **ARTICLE 21**

### **INSURANCE BENEFITS**

Insurance Plans The university will continue to provide benefit-eligible employees in the bargaining unit the group insurance plan (hospitalization, major medical, prescription drug, dental, basic life insurance coverage and long-term disability) as approved by the Board of Trustees. The group insurance plan will be the same plan provided to the unrepresented employee group. Additionally, the university reserves the right to change the present or successor insurance carriers, and to designate the alternate carriers of its own choice, in lieu thereof, so long as the same benefit levels remain unchanged. Effective January 1, 2013, the employees shall be subject to the same percentage of premium as the other employee groups, excluding the AAUP and ONA. The parties shall re-open negotiations no later than June 1, 2012, for the purpose of negotiating premiums for calendar years 2013 and 2014.

There will be a fifty dollar (\$50) per month surcharge for coverage of a spouse or domestic partner of employees who are eligible for health insurance coverage through an employer other than the University of Cincinnati but choose to enroll in a University of Cincinnati health insurance plan.

Employees have the option of waiving health or dental coverage provided by the University. For waiving medical coverage a monthly credit of one hundred dollars (\$100) may be received as cash in the paycheck by the employee or applied to the cost of other benefits. For waiving dental coverage a monthly credit of eight dollars (\$8) may be received as cash in the paycheck by the employee or applied to the cost of other benefits.

If an employee and his/her spouse/domestic partner both work for the university in benefit-eligible positions and elect to enroll under one medical plan, the spouse/domestic partner waiving coverage is not eligible for the credit.

Optional Insurance Optional employee life insurance, family life insurance, accidental death and dismemberment coverage, and long-term coverage will continue to be made available for employee purchase.

Health Care Account An eligible employee may elect to have a specified amount withheld on a pre-tax basis from each pay, up to the annual maximum, to be used for reimbursement of medical expenses which are not covered by insurance. Eligible expenses are those currently recognized as deductible for Federal Tax purposes, except mileage and parking.

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

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

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

Professional Liability InsuranceThe University is self-insured. Officers are insured and indemnified pursuant to State of Ohio statute.

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

University of Cincinnati  
FOP Pay Scale Groups (PSG) and Ranges  
For Security Officers

Effective July 1, 2011

<u>Title</u>	<u>PSG</u>	<u>Entry Rate</u>	<u>APR</u>
Security Officer 1	23	\$	\$
Security Officer 2	25C	\$	\$
Security Officer 3	26D	\$	\$

Rates for 2012 and 2013 shall be listed when negotiated.

<u>TITLE</u>	<u>PSG</u>	<u>ENTRY RATE</u>	<u>APR</u>
Security Officer 1	23	\$12.31	\$12.92
Security Officer 2	25C	\$13.58	\$14.25
Security Officer 3	26D	\$14.97	\$15.72

Effective July 1, 2012

<u>TITLE</u>	<u>PSG</u>	<u>ENTRY RATE</u>	<u>APR</u>
Security Officer 1	23	\$12.31	\$12.92
Security Officer 2	25C	\$13.58	\$14.25
Security Officer 3	26D	\$14.97	\$15.72

Effective July 1, 2013

<u>TITLE</u>	<u>PSG</u>	<u>ENTRY RATE</u>	<u>APR</u>
Security Officer 1	23	\$12.56	\$13.18
Security Officer 2	25C	\$13.85	\$14.54
Security Officer 3	26D	\$15.27	\$16.03

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For the University of Cincinnati

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

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William T. Johnson

Mark A. Scranton