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## **AGREEMENT**

**BETWEEN**

**THE FRATERNAL ORDER OF POLICE,  
OHIO LABOR COUNCIL, INC.  
DISPATCHERS**



**AND**

**CLEVELAND STATE UNIVERSITY**

**Effective January 1, 2022 through December 31, 2024**

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## **ARTICLE 1**

### **AGREEMENT**

Section 1. Cleveland State University (herein called the "University") and Fraternal Order of Police/Ohio Labor Council, Inc. (herein called the "Union"), having engaged in discussions for the purpose of establishing harmonious employment relationships, acknowledge that this Agreement is designed to provide a fair and reasonable method by which employees covered by this Agreement can participate through their exclusive bargaining agent in the establishment of wages, hours, benefits, and terms and conditions of their employment and to establish an orderly procedure for the resolution of differences between the University and the members of the bargaining unit. As a result, the parties have agreed as follows:

- A. It is in the best interest of all parties to promote effective, respectful, and trusting relations between the University and the Union.

Section 2. The parties intend this Agreement to supersede any Ohio Revised Code provisions on these subjects. Where this Agreement is silent on a wage, hour, term or condition of employment, the University may act with discretion consistent with applicable law. Where no applicable law exists, the University reserves the right to act at its discretion.

Section 3. Whenever a male or female pronoun or adjective is used, it refers to persons of either gender.

Section 4. If by operation of law or by a court of competent jurisdiction it is found that any provision shall be of no further force and effect, the remainder of this Agreement shall remain in full force and effect for the Agreement term. The parties agree that should any provision of the Agreement be found to be invalid, they will attempt to negotiate replacement language on the same subject matter within thirty (30) calendar days.

## **ARTICLE 2**

### **RECOGNITION**

Section 1. The University recognizes the Fraternal Order of Police/Ohio Labor Council, Inc. as the bargaining representative for all persons holding full-time University positions in the University Police Dispatch as Emergency Service Dispatcher (Case # 2016-REP-04-0044). For the duration of this Agreement, the University will recognize no other union as the bargaining representative for any individuals holding University positions in the University Police Dispatch of the State of Ohio, or in comparable classifications that may replace them.

Section 2. The University will continue to discuss matters of mutual concern with the Union with the objective of resolving issues and problems through the provisions of this Agreement and the grievance procedure contained herein.

Section 3. In the event of legislation impacting upon any provision of this Agreement, the University and the Union will meet promptly to discuss the effect of such legislation upon this Agreement.

Section 4. The Employer will furnish the FOP with a list of all employees in the Classification included in the bargaining unit, indicating their starting date of employment. Such list will be furnished no less than annually and will be supplemented by the names of all new employees as hired

### **ARTICLE 3** **MANAGEMENT RIGHTS**

Section 1. The Union recognizes the University as the body of authority solely vested with the right to run the University. It shall have the right to take any action it considers necessary and proper to effectuate any management policy express or implied. Nothing in this Article shall be construed to restrict or to limit any management authority.

Section 2. Except as limited under this Agreement, the management rights include, but are not limited to, the right:

to manage and direct employees, including the right to select, train, hire, promote, transfer, assign, evaluate, retrain, layoff, recall; to reprimand, suspend, discharge, or discipline for just cause; to manage and determine the location, type, and number of physical facilities, type of equipment, programs, and the work to be performed; to determine the University's goals, objectives, programs, and services, and to utilize personnel in a manner determined by the University to effectively and efficiently meet those purposes; to determine the size and composition of the work force and each department's organizational structure, including the right to lay off employees from duty or to transfer employees among University sites; to promulgate and enforce work rules, University orders, policies, and procedures; to require employees to use or refrain from using specified equipment, uniforms, and other tools of duty; to determine the hours of work and work schedules; to determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained; to determine overtime and the amount of overtime required; to determine the University's budget and uses thereof; to maintain the security of records and other pertinent information; to determine the location of computers, satellites, and other facilities and equipment of the University; to determine the University's goals and mission; to determine the conduct and performance expected of an employee in an emergency situation; and to do all things appropriate and incidental to any of its rights, powers, prerogatives, responsibilities, and authority, and in all respects to carry out the ordinary and customary functions of the administration.

### **ARTICLE 4** **NON-DISCRIMINATION**

Section 1. Both the University and the Union recognize their respective responsibilities for non-discrimination under federal and state constitutions, codes and statutes. Therefore, both parties hereby reaffirm their legal and moral commitments not to discriminate unlawfully in any manner because of a protected class. Specifically, it is understood that University



policies prohibit discrimination/harassment toward individuals of the University community on the basis of race, sex (including pregnancy), religion, color, age, national origin, veteran and/or military status, genetic information, disability, sexual orientation, gender identity and/or expression, marital status or parental status.

The University and the Union agree to cooperate in efforts to conduct programs, services and activities in accordance with applicable federal (including Title IX of the Educational Amendments of 1972), state and local laws, regulations and orders and in conformance with University policies. The University will not tolerate discrimination/harassment of its faculty, staff or students by persons conducting business with or visiting the University, even though such persons are not directly affiliated with the University.

Section 2. The University and the Union agree that there shall be no discrimination in any form, including interference, restraint, intimidation, or coercion, related to the free exercise of the following rights of a University employee:

- (1) To be a member of a union or employee organization;
- (2) To not be a member of a union or employee organization;
- (3) To provide support to a union or employee organization;
- (4) To not provide support to a union or employee organization.

Section 3. The Administration affirms its established policy of non-discrimination in employment (appointment, promotion, tenure, layoff, etc.). The Administration declares its determination to actively recruit, retain, and promote qualified women, minorities, veterans and individuals with disabilities.

Section 4. The University and the Union agree that any claims of discrimination/harassment shall not be processed through the grievance procedure set forth in this Labor Agreement. Such complaints shall be made and heard according to the Office for Institutional Procedures for Investigating Complaints of Discrimination and Harassment.

## **ARTICLE 5**

### **NO STRIKE - NO LOCKOUT**

Section 1. The University and the Union subscribe to the principle that any and all differences arising under this Agreement should be resolved by peaceful and appropriate means without any interruption of the University programs and operations. 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, hand-billing, sympathy strike, slowdown, work stoppage, sick out, or any interruption or interference with the normal operations of the University. Further, the Union agrees that after the expiration 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, hand-billing, sympathy strike, slowdown, work stoppage, sick out, or any interruption or interference with the normal operations of the University, except as provided by and in conformance with the State Employment Relations Board.

Section 2. In addition, no member of the bargaining unit shall instigate or participate, directly or indirectly, in any strike, picketing, hand-billing, 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 at the University's sole discretion. The sole question of whether a bargaining unit member has engaged in any conduct prohibited by this provision is reviewable through the grievance process.

Section 3. In the event any violation of this Article occurs, upon notice from the University, the Union shall actively discourage and endeavor to prevent or terminate any violation of this provision by using its best efforts to immediately notify all bargaining unit members that the strike, picketing, hand-billing, 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 advise members of the bargaining unit to return to their duties at once.

Section 4. The University agrees that during the term of this Agreement it shall not lock out any bargaining unit members covered by this Agreement, except as provided by and in conformance with the State Employment Relations Board.

## **ARTICLE 6**

### **DUES**

Section 1. Employee membership in the Union is voluntary and is not a condition of employment. The University will deduct any initiation fees and dues levied in accordance with the Constitution and Bylaws of the Union from the pay of members of the bargaining unit upon receipt from the Union of individual signed authorization cards executed by the member for that purpose and bearing his signature. In the event that the authorized monthly deduction amount is to be changed, then the Union shall notify the University in writing at least thirty (30) days prior to the requested effective date of the change. Union dues deductions will not be taken without affirmative consent from the employee. The dues card shall comply with all applicable federal and state laws and regulations.

Section 2. An employee shall have the right to revoke such authorization by giving written notice to the University and the Union at any time. The University's obligation to make deductions shall terminate automatically upon timely receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit.

Section 3. All authorized deductions will be made from the member's pay on a regular monthly basis in the first paycheck of the month. All deductions shall be transmitted to the Union no later than the 15th day following the end of the month in which the deduction is made together with a list of the members of the bargaining unit paying such dues or fees by payroll deduction, and upon receipt, the Union shall assume full responsibility for the disposition of all funds deducted.

Section 4. All dues withheld by the University shall be paid to the FOP, Ohio Labor Council, Inc., 222 East Town St., Columbus, Ohio, 43215.

Section 5. The Union shall indemnify and hold the University, its employees, its University Dispatcher, 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 or not taken by the University for the purpose of complying with any of the provisions of this Article, or in reliance on any notice or authorization form furnished under any of the provisions of this Article.

## **ARTICLE 7**

### **RIGHTS OF MEMBERS**

Section 1. A member shall have the right to file a grievance and have such grievance adjusted without intervention by a representative provided the adjustment is not inconsistent with the terms of this Agreement.

Section 2. The presence or participation of a representative at a member's hearing or other grievance procedure action shall be at the request of the member. A duplicate copy of any written decision in response to the member's grievance will be provided for the representative.

## **ARTICLE 8**

### **OHIO LABOR COUNCIL/FOP ACTIVITIES**

Section 1. The bargaining unit shall be represented by a Bargaining Committee of not more than one (1) member, and one (1) alternate, from the bargaining unit Bargaining Committee. Members shall be allowed reasonable time off during their regularly scheduled working hours solely to participate in collective bargaining meetings with the University without loss of pay. Said employees shall be available to answer calls. Unless otherwise provided elsewhere in the Agreement or unless otherwise expressly agreed to by both the Union and the Chief of University Police, Bargaining Committee Members shall perform other duties for other bargaining unit members on non-working time. If so agreed, any time granted during working hours to the Bargaining Committee Member shall not result in a loss of pay or benefits. The University shall make reasonable provisions for authorizing vacation or other leave for members to attend Union functions.

## **ARTICLE 9**

### **SAFETY**

Section 1. The University will continue to promote safe conditions for all employees of the University. The University will keep the membership advised as to the identity of the Director of Environmental Health and Safety or designee upon request.

Section 2. The University and Union agree that the safety of all its employees and its students is a matter of highest importance, and that each will promote and encourage safety in all



matters, including safe working conditions. Careful observance of safe working conditions and University safety rules is a primary responsibility of all employees, and the Union and the University will cooperate in encouraging employees to observe applicable safety laws, rules, and practices which may include the wearing of personal protective equipment and mandatory attendance at required training sessions. Employees and supervisors who fail to follow safety rules, or cause other employees not to follow them, may receive disciplinary action.

Section 3. University Dispatchers are encouraged to report any condition or practice which may be unsafe to the University Director of Environmental Health and Safety or designee for prompt consideration and attention, in addition to complying with Police Department procedures.

Section 4. Health and Safety Committee. The University shall convene a campus-wide Health and Safety Committee. The committee shall be composed of one (1) member and one (1) alternate selected by each of the following constituencies: University Administration, the College of Law, CSU-AAUP, Non-Bargaining Unit Professional Staff, SEIU-District 1199, Non-Bargaining Unit Classified Staff, CWA Local 4309 and FOP-OLC. The committee shall be chaired by the Department of Environmental Health and Safety. The committee shall meet every other month for two (2) hours of release time unless otherwise mutually agreed. The parties shall mutually agree on the date, time, and place of the meetings. At any time, the parties may mutually agree that there is no need for the committee to meet or that more frequent meetings are necessary.

Section 5. Substance Abuse Testing. In addition, the Union and the University agree that another means of providing for the safety of members of the bargaining unit as well as all others on campus is to make certain that Dispatchers are not abusing alcohol, prescription drugs or prohibited substances. Therefore, the Union and the University agree to the following:

1) Policy Statement: Both the University and the Union recognize illegal drug usage and workplace alcohol abuse/misuse as a threat to the public's safety and welfare as well as to the employees of the Police department. Thus, the Department will take the necessary steps, including drug and alcohol testing, to maintain a drug/alcohol free workplace. The goal of this policy is education, prevention and rehabilitation rather than discipline.

2) Definitions:

a) "Illegal Drug" means any controlled substance as defined in the Ohio Revised Code, including cannabis, and ecstasy.

b) "Illegal Drug Usage" means the use of cannabis, ecstasy or any controlled substance that has not been legally prescribed and/or dispensed, or the abusive use of a legally prescribed drug.

c) "Drug Test" means a urinalysis test administered through the laboratory selected by the University to conduct the analysis and certified under federal (HHS) guidelines.

d) "Misuse of Alcohol" means the use or possession, on duty or within the eight (8) hour period before a shift begins, of ethyl, methyl or isopropyl alcohol in violation of this policy.

e) "Alcohol Test" means a test selected and certified under Federal Standards. An initial positive level of .02 grams per 210L of breath shall be considered positive for purposes of authorizing the conduct of a confirming alcohol test. If initial screen results are negative, i.e., below the positive level, testing shall be discontinued, all samples destroyed and records of the testing expunged from the employee's personnel file. Only employees with screen test results that are positive on the initial screen shall be subject to confirmation testing for alcohol. With respect to confirmation testing, a positive alcohol level shall be .02 grams per 210L of breath. If confirmatory breath testing results are negative, i.e., below the positive level, all records of the testing shall be expunged from the employee's personnel file.

3) Notice and Education of Employees Regarding Drug/Alcohol Testing: All new employees will be informed of the University's drug/alcohol testing policy when initially hired. Employees will be provided with information concerning the impact of the use of drugs/alcohol on job performance. In addition, the Employer will inform the employees of the manner in which these tests are conducted, the reliability of the tests performed, under what circumstances employees will be subject to testing, what the tests can determine, and the consequences of testing positive for the use of illegal drugs and alcohol abuse/misuse. No employee shall be tested under this policy until this information has been provided.

4) Random and Reasonable Suspicion Testing: Employees during their normal tour of duty are subject to Random Drug/Alcohol Testing, effective after the employee education process (as stated above) is completed. Such tests shall be reasonably spread throughout the year. Employees notified of their selection for Random Drug/Alcohol Testing shall proceed immediately to the collection site.

If there is a reasonable suspicion to believe an employee's work performance is impaired due to drug or alcohol abuse, the Employer will require the employee to undergo a medical test consistent with the conditions as set forth in the University's Substance Abuse Testing Procedures.

5) Urine Samples: Samples from employees' subject to drug/alcohol testing shall be taken in a medical setting and conform to HHS guidelines. The testing procedures should not demean, embarrass, or cause physical discomfort to the employee tested.

An employee shall be entitled to consult with a Union Representative before testing is administered providing the test is not delayed beyond the time that the test results would be disqualified due to timeliness under the University's Substance Abuse Testing Procedures.

6) Testing Procedure: The laboratory selected by the University to conduct the analysis will be certified under federal (HHS) regulations.

7) Rights to Appeal: An employee disciplined as a result of a drug/alcohol test has the right to challenge such a discipline beginning at Step 2 of the Grievance Procedure.

8) Voluntary Participation in a Dependency Program: Employees who are drug/alcohol dependent are encouraged to voluntarily seek professional assistance through a treatment program supervised by the University's Employee Assistance Plan. Voluntary assistance should be sought before the drug/alcohol abuse affects job performance or endangers fellow employees, students or members of the public.

a) On a one (1) time basis only, an employee who voluntarily seeks professional assistance through a treatment program before there is reasonable suspicion that the employee is using, or under the influence of, drugs or alcohol, or before the employee is directed to submit to a random test, shall not be disciplined. Such employee shall be permitted to take a leave of absence not to exceed thirty (30) days to enter an inpatient drug treatment program. The leave of absence shall be without pay, except that the employee shall be permitted to use any accumulated paid sick leave, compensatory time, or vacation time during such leave of absence.

b) Participation in the Employee Assistance Plan (EAP) is voluntary and strictly confidential. The University, the Police Department or any unit or entity within, shall not have access to EAP files or records. However, the Chief of University Police, or designee shall be advised when an employee is hospitalized or is an outpatient as part of drug dependency rehabilitation. Also, upon written request of the participating employee, efforts at rehabilitation shall be divulged on his/her behalf in cases of disciplinary action.

c) Should permission to return to duty following rehabilitative treatment be granted, the employee shall be required to actively continue in a recognized drug/alcohol treatment program monitored by the EAP and shall be required to undergo random drug/alcohol testing, without notice or limitation upon frequency, for a two (2) year period from the date of return to duty.

9) Conflict with Other Laws: This policy is not intended to supersede any existing state or federal laws or waive any constitutional rights that an employee may be entitled to under the state or federal constitutions.

## **ARTICLE 10**

### **UNION REPRESENTATIVES AND UNIVERSITY DISPATCHER**

Section 1. The Union will furnish the University with the names of its local representatives and University Dispatcher (hereafter "Associates") so that the University may at all times be advised as to the authority, if any, of the individuals with whom it may be meeting.

Section 2. The Employer will compensate one (1) on-duty Associate at the normal rate for a reasonable amount of time spent consulting with a potential grievant, drafting the grievance and filing it as set forth in this Agreement. The Employer will compensate one (1) on-duty Associate at the normal rate for time spent in the grievance hearing and at any non-grievance meetings during the Associate's regularly scheduled working hours. The Associate will always be available to respond to a call to duty.

Section 3. The University shall provide furnished space at the University at no cost to the Union to be utilized by the Union for an office. The office shall be wired for two (2) computer



ports. The University shall provide free local phone service and equipment. The Union shall be allowed to establish up to three (3) phone mail distribution lists through telecommunication services. The University's phone mail system shall be made available on the Union's campus extension line. At no cost to the Union, the Union will be provided with: an e-mail account, a link for maintaining a web page accessible on the World Wide Web, a cable connection to the University computer network, a listing of the Union's office telephone numbers in the University Faculty/Staff Directory with the name: "FOP/Ohio Labor Council."

Section 4. The University will provide at no cost a daily parking permit to no more than one (1) union representative per year.

Section 5. The University will provide to all members of the bargaining unit a copy of this Agreement.

**Section 6. Activities as described here in this Article and Article 8 of this agreement shall not interfere with the daily dispatch operations and shall not cause overtime.**

## **ARTICLE 11**

### **LABOR/MANAGEMENT COMMITTEE**

Section 1. A Labor/Management Committee shall be established to discuss matters of mutual concern within the University.

Section 2. The Committee shall consist of not more than two (2) representatives of the University and not more than two (2) representatives of the Union. An FMCS mediator may be requested to attend if both the Union and the University agree.

Section 3. The parties shall meet upon request of either party within reasonable time after the request is made at a time mutually agreed, but not less than once per year. The meeting will be during working hours unless otherwise expressly agreed to by both the Union and the Chief of University Police or his designee. If so agreed, any meeting held under this procedure during the working hours of the involved parties shall not result in a loss of pay or benefits. Any members attending such meetings shall be available to respond to departmental needs. Before any meeting is scheduled, a written agenda containing a description of the topics to be discussed must be submitted within five (5) working days by either the Union or University to the other party. The University will prepare and serve upon the Union a copy of the minutes of the meeting setting forth all agenda items discussed.

Section 4. The results of such meetings shall neither alter the provisions of this Agreement nor be construed as continued negotiations on terms and conditions as set out in this Agreement.



## **ARTICLE 12**

### **GRIEVANCE PROCEDURE**

Section 1. It is mutually understood that the prompt presentation, adjustment and/or answering of grievances is desirable in the interest of sound relations between the employees and the University. The prompt and fair disposition of grievances involves the important and equal obligations and responsibilities, both joint and independent, on the part of the representatives of each party to protect and preserve the Grievance Procedure as an orderly means of resolving grievances.

Section 2. A grievance, under this procedure, may be brought by the Union, the University, or any bargaining unit member.

Section 3. For purposes of this Section, "working days" shall be defined as Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m. A grievance is defined as a dispute or difference between the University and the Union, or between the University and/or member(s), concerning the wages, hours, benefits, terms, and working conditions set forth in this Agreement, the interpretation and/or application of and/or compliance with any provision of this Agreement, including all disciplinary actions. When grievances arise, the following procedure shall be observed, except that discipline involving suspension or discharge shall be initiated at Step 2 below within ten (10) working days of the disciplinary action:

Step 1. The member(s) and the Chief or designee may meet informally to attempt to work out the grievance on an informal basis. If not resolved informally, the grievant shall, within ten (10) working days from when the grievant reasonably should have been aware of the event causing the grievance to be filed, file a written grievance with the Chief of the Department or designee. The Chief or designee will meet with the grievant and/or the Union Representative within seven (7) working days following receipt of the grievance to discuss the grievance and listen to the grievant's explanation. The Chief or designee shall issue a written response within seven (7) working days after the meeting. The written grievance shall identify the act or conduct that allegedly supports the grievance, the contract section that was allegedly violated, and the relief requested.

Step 2. If the grievance is not satisfactorily settled in Step 1, the employee and/or Union may appeal the Step 1 answer to the Vice President of Business Affairs and Finance (Vice President or designee) within seven (7) working days after receipt of the Step 1 response. Such appeal shall be in writing. The Vice President or designee shall schedule a grievance meeting with the member(s) and/or a representative of the Union, within seven (7) working days after receipt of the appeal. At this meeting, the grievant or Union representative will be permitted to explain the grievance and the Vice President or designee will accept any documentary evidence introduced to support the grievance. The Vice President or designee will consider this evidence, along with all other evidence in the file, and shall issue a written decision to the aggrieved member within seven (7) working days after the close of the meeting.

If the grievance involves a demotion, suspension, or termination, the Step 2 grievance will be heard by the Vice President. At this meeting, the grievant and/or Union representative will be

permitted to present evidence or testimony, and introduce evidence in support of the grievance. The Vice President will consider the evidence and issue a written decision within seven (7) working days after the meeting.

Step 3. If the grievance is not satisfactorily settled in Step 2, the Union may submit the matter to binding arbitration by so notifying Vice President of Business Affairs and Finance or designee, in writing, within thirty (30) working days following the date the grievance was answered in Step 2 of the grievance procedure. The parties shall proceed to arbitration pursuant to the following procedure.

#### Section 4.

(a) Within twenty (20) days of the Chief's receipt of the Notice to Arbitrate, the parties shall choose an arbitrator from the following panel: 1) James Mancini; 2) Jonathan Klein; 3) Harry Graham; 4) David Pincus; 5) Rob Stein; 6) Dennis Byrne; and, 7) Richard Sambucco. The arbitrator will be chosen by the strike method and the matter shall proceed in accordance with the applicable rules and regulations of the American Arbitration Association. The fees and expenses of the arbitrator shall be borne by the losing party.

(b) In the event a grievance goes to arbitration, the arbitrator shall have jurisdiction only over disputes arising out of grievances as to the interpretation and/or application of the provisions of this Agreement (including disciplinary actions to the extent permitted herein), and/or compliance with the provisions of this Agreement. In reaching a decision, the arbitrator shall have no authority (1) to add to, subtract from, or modify in any way any of the provisions of this Agreement; (2) to pass upon issues governed by law; or (3) to make an award in conflict with law.

Section 5. Any grievance in Steps 1 through 3 that is not processed in a timely manner by the Union shall be considered withdrawn. Any grievance in Steps 1 through 3 that is not processed in a timely manner by the University shall be deemed to have been appealed to the next step. It is not the University's intent to not respond to grievances. The University and the Union may, by mutual agreement, waive any steps in the grievance procedure in order to expedite the processing of a grievance.

Section 6. The Grievance Procedure set forth herein shall be the exclusive method of reviewing and settling grievances between the University and the Union and/or between the University and a member(s), and by this procedure, the Union and members waive the right to litigate or resolve such grievances in any other forum or by any other procedure. The decision of the Arbitrator and all grievance settlements reached by the Union and the University shall be final, conclusive, and binding on the University, the Union, and the employees. A grievance may be withdrawn by the Union at any time.

Section 7. Grievances at Steps 1 and 2 shall be heard during University business hours. Any meeting required under this procedure held during the working hours of the grievant shall not result in a loss of pay or benefits.

Section 8. If a grievance is related to a claim of sexual discrimination or harassment of a student, or a claim of sexual violence that occurs on or near campus, both the complainant and respondent to that claim will receive notice of hearings and outcomes at the same time, and both parties may, with one support person, participate in hearings. The complainant will have equivalent rights to appeal as the respondent, including to appeal if he or she believes sanctions are too light. The resolution of the grievance may be altered as a result of such appeal.

### **ARTICLE 13** **RESPONSIBILITIES AND DISCIPLINARY ACTION**

Section 1. Each University Dispatcher is responsible for self-discipline. If a University Dispatcher is unwilling or unable to discipline him/herself, disciplinary action becomes the responsibility of the University. The purpose of corrective disciplinary action is to impress upon the University Dispatcher the seriousness of his misconduct in an attempt to help him/her correct it.

Section 2. No member shall be disciplined except for just cause. Disciplinary action shall be issued in a progressive manner taking into consideration the relevant factors, including the member's disciplinary history, the seriousness of the violation, and mitigating circumstances. Progressive discipline generally includes (1) first written warning; (2) second written warning or final written warning; (3) suspension; (4) termination. A verbal warning may be issued prior to beginning formal disciplinary action. When an employee is charged with gross misconduct, insubordination or has committed/been charged with a crime, the Chief may determine that a different sequence is required, and under those appropriate circumstances, the University may bypass one (1) or more disciplinary steps and/or immediately discharge a member.

Section 3. If misconduct of a member requires corrective disciplinary action, the immediate supervisor or the Chief of Police or his/her designee may reprimand the University Dispatcher either orally or in writing, or note the misconduct in the Dispatcher's performance evaluation. More severe disciplinary action can only be authorized by the Chief of Police or his designee. No act of disciplinary reduction, suspension, or discharge shall be taken except for just cause.

Section 4. The University encourages the members to permanently correct their behavior immediately upon receipt of a written warning or a suspension. If a written warning or suspensions of less than three (3) working days is followed by eighteen (18) months of service from the date of the infraction, which are free of subsequent warnings, the misbehavior will be considered corrected and the warning will be considered as no longer in effect and shall not be used in the issuance of progressive discipline.

Section 5. A suspension of three (3) or fewer working days will not become effective for at least five (5) working days following the date notice is received by the member, provided the member is not on unapproved absence from work when the notice becomes available. A suspension of three (3) working days or less shall cease to have force and effect if followed by eighteen (18) months of service from the date of the infraction with no further infractions occurring during that service time. The misbehavior will be considered corrected, and the record of infraction will be considered as no longer having progressive implication for future discipline. However, in the event that the suspension is four (4) days or more, it may be used by the



University in a disciplinary proceeding to: rebut a claim of mitigation of a disciplinary penalty; impeach an employee's credibility; or establish a pattern of conduct, motive, opportunity, intent, preparation, plan, knowledge, identity, or absence of mistake or accident.

#### Drug/Alcohol Violations.

- a) An employee who is found to be possessing or selling, or is found to be using, or under the slightest influence of, illegal drugs or prescription drugs that have not been prescribed to that employee, regardless of whether such possession, sale, or influence occurs during or outside of the employee's course and scope of employment, shall be terminated.
- b) An employee who tests positive for the first time for alcohol or is deemed to be under the influence of alcohol and subsequently fulfills the obligations under Article 9, Section 8 above, "Voluntary Participation in a Dependence Program," shall be disciplined. The scope of such discipline shall be determined on a case-by-case basis but shall not exceed a suspension of ten (10) working days. Employees must participate in the Voluntary Dependency Program in order to take advantage of the foregoing limitations on discipline. An employee will be subject to random drug and alcohol tests for a period of three (3) years. The random testing schedule will be determined by the Department of Human Resources. An employee who tests positive for alcohol for a second time or is deemed to be under the influence of alcohol, within a three (3) year period from the first positive test or determination shall be terminated.
- c) An employee who is found to be abusing drugs that have been legally prescribed to that employee shall be allowed to enter a substance abuse rehabilitation program and shall not be terminated on the first instance of illegal drug use. The scope of discipline of such employee shall be determined on a case-by-case basis but shall not exceed a suspension of ten (10) working days. An employee will be subject to random drug and alcohol tests for a period of three (3) years. The random testing schedule will be determined by the Department of Human Resources. An employee who is found for a second time to be abusing drugs that have been legally prescribed to that employee within a three (3) year period from the first instance shall be terminated.
- d) An employee who, after returning to duty following voluntary rehabilitative treatment before being directed to submit to a random test under Article 9, Section 8(a), tests positive at any time for illegal drugs, or prescription drugs that have not been prescribed to that employee, or who tests positive for alcohol, or is deemed to be under the influence of alcohol, within a two (2) year period following the rehabilitative treatment shall be terminated.
- e) Refusing or failing to submit to a drug/alcohol test or the adulteration of, or switching of a urine sample shall also be grounds for immediate discharge.

In the event the University's Police Department makes any revisions in its disciplinary procedure, the Union shall be permitted the opportunity for discussion prior to any implementation.



## **ARTICLE 14**

### **SENIORITY**

Section 1. A Dispatcher's uninterrupted full-time service within the bargaining unit shall constitute his/her seniority. An employee shall have no seniority during his/her first probationary period with the University.

Section 2. Upon successful completion of the probationary period, an employee's seniority shall be retroactive to the date of hire. An employee's seniority date will be provided upon request. Part-time service to the University as a part-time Emergency Services Dispatcher shall be prorated as service credit for purpose of vacation and scheduling time off. Seniority tiebreaker shall be based on the individual's length of service at the University.

Section 3. An employee's seniority shall terminate when the employee:

1. Retires or resigns;
2. Is discharged for cause;
3. Is laid off for a period of more than eighteen (18) consecutive months; or
4. Fails to respond to a written notice to return to work within five (5) days.

Section 4. A seniority list showing the continuous service of each bargaining unit member shall be furnished to the Union Associate and made available to bargaining unit members twice per year.

## **ARTICLE 15**

### **LAYOFF-RECALL**

Section 1. Procedures for the layoff and recall of members shall conform to the provisions of the Ohio Revised Code. The University shall provide to the FOP-OLC Staff Representative, upon request, a list of member employees available for recall in each classification involving layoffs. The list will be arranged in descending retention point order.

Section 2. Prior to any full-time Dispatcher being laid off, all part-time and/or, seasonal Dispatcher shall be laid off first, before any full-time Dispatcher is laid off should such positions exist at the time of a potential layoff.

Section 3. Bargaining unit members shall remain eligible for recall from the layoff list for up to eighteen (18) months from time of layoff, provided the member maintains his/her certification. The University shall recall employees from the layoff list in reverse order in which the members were laid off. Notice of recall shall be sent to the employee by certified mail with a copy to FOP/OLCI and shall contain a date to return to work which shall not be less than ten (10) work days from employee's receipt of mailing. The University shall be deemed to have fulfilled its obligation by mailing the recall by certified mail. The employee's notification of intent to return to work must be communicated to the Chief within five (5) work days of receipt of the recall notice. The employee must report for work by the date set forth in the recall notice or forfeit his/her right to return to duty.

## **ARTICLE 16**

### **PERSONNEL FILES**

Section 1. The official University personnel file for each member shall be maintained by the Department of Human Resources Development and Labor Relations. A member or his/her University superior may review the member's personnel file or obtain copies of items contained therein, to the extent authorized by statute, upon request during normal business hours.

Section 2. An individual who is not the member or his/her University superior is required to provide a written and signed request to review a member's personnel file. The University shall make a prompt and reasonable effort to notify a member of any such request. No review or copies shall be provided for a period of at least seventy-two (72) hours following presentation of the written request unless specifically authorized by the member himself. Any release of information shall be in accordance with the Ohio Revised Code. Any such request directed to the Dispatch Department shall be referred to the Department of Human Resources Development and Labor Relations. A member may add written information or opinion to his/her personnel file if his/her written and signed request to do so is included.

Section 3. Each employee may inspect their own personnel file at any reasonable time during regular office hours, provided the employee gives the Employer reasonable advance notice. The employee may, upon request, receive one (1) copy of any materials in the employee's own personnel file annually at no cost to the employee that are not confidential records as defined by law.

Section 4. If an unfavorable statement or notation is in the employee's file, the employee may place a statement of rebuttal or explanation in the file. No anonymous material of any type shall be included in the employee's file.

## **ARTICLE 17**

### **PERFORMANCE EVALUATION**

Section 1. Performance evaluations will be completed at least twice during an employee's probationary period (mid probationary evaluation and final probationary evaluation) and annually thereafter. The process and schedule for completing the evaluation process shall be in accordance with the University's performance evaluation guidelines.

- a. In general, the performance evaluation is completed via an online performance management system by the employee, supervisor, and next level supervisor.
- b. The completed performance evaluation will be discussed with the employee. Following a discussion with his supervisor concerning the performance evaluation, the employee will be granted the opportunity to prepare a statement which he/she may have added to the evaluation. The employee's electronic signature on the evaluation will indicate only that the evaluation

was received by and reviewed with the employee, yet does not necessarily imply agreement. The employee may also include an objection in the performance review portion in the Employee Comment Box located in the overall rating section.

- c. A copy of the completed annual performance evaluation will be available to the employee online. At the employee's request, a hard copy will be furnished to the employee at the time the evaluation is completed.

## **ARTICLE 18**

### **JOB POSTING**

Section 1. Regular vacancies are posted for a minimum of five (5) full working days on the Human Resources website located at url: <https://hrjobs.csuohio.edu>.

To be eligible to apply for a vacancy in either a bargaining unit or non-bargaining unit position, an employee must have a current satisfactory evaluation indicating that the employee's overall performance meets standards. An evaluation shall be current only if it is not more than 24 months old and not an interim probationary period evaluation. In addition, an employee with an active discipline (written warning or suspension) as defined in Article 13 or any other infringement on employment status or an overall performance evaluation rating of below standards for the two most recent performance evaluation rating periods shall be ineligible to apply for a vacancy in either a bargaining unit or non-bargaining unit position.

Section 2. Bargaining unit position vacancies and new positions shall be filled through a hiring process compliant with the procedures of the Human Resources Department and the Office for Institutional Equity.

Section 3. If the applicant is a current employee and accepts the offer, the employee is responsible for giving his or her supervisor a two (2) week notice in writing. A shorter time period, if acceptable to both departments, may be arranged.

## **ARTICLE 19**

### **JOB CLASSIFICATION**

Section 1. Dispatchers shall be assigned to perform duties appropriate to the classification to which they have been appointed, except as may be required because of emergency or temporary characteristics of the work situation.

Section 2. Classification specifications for the positions in the Dispatch unit as an Emergency Services Dispatcher will be provided, upon request, to any University Dispatcher or to his/her Union representative or other representative. A job classification audit for any bargaining unit position will be conducted upon request of the incumbent but not more than once per year.

## **ARTICLE 20**

### **PROBATIONARY PERIOD**

Section 1. Employees newly hired or employees promoted or transferred from another classification under the job posting procedures into the classification of Emergency Service Dispatcher shall serve a probationary period of one year.

Section 2. The probationary period provides the employee with the opportunity to learn the duties of the new position and to demonstrate that the duties and responsibilities of the position can be undertaken satisfactorily. The employee's job performance is evaluated at mid probation and prior to completion of the probationary period. The employee's receipt of a performance improvement plan, written disciplinary action or other written document evidencing performance deficiencies may substitute for the first required written evaluation.

During the one year probationary period the University has the sole right to discipline or terminate the employee newly hired into the Emergency Service Dispatcher classification and such discipline or termination shall not be subject to the grievance procedure set forth in this Agreement or the Ohio Civil Service laws and procedures (e.g. State Personnel Board of Review.)

Section 3. The probationary period may be extended by mutual agreement between the University and the Union for up to ninety (90) calendar days beyond the expiration date of the original one year probationary period.

Section 4. Any employee, probationary or non-probationary, who terminates and is later rehired will serve a new probationary period of one year.

## **ARTICLE 21**

### **LEGAL DEFENSE**

Section 1. The University will provide legal defense to members in accordance with its policy on the defense of civil suits arising from the exercise of their duties. The responsibility of the Ohio Attorney General, and/or designee, and/or special counsel appointed to provide to the University and its employees those legal services required by statute is affirmed. The University shall, at a member's request, affirmatively assist the member with its request for legal services, as required by statute, of the Ohio Attorney General where the member is so entitled to such assistance (i.e., occurrences arising in the scope of the member's employment).

University Dispatchers are provided with indemnification in civil actions arising out of the performance of their duties as provided by Ohio statute.



**ARTICLE 22**  
**MANPOWER SHIFT COVERAGE**

The University will ensure it conducts due diligence in scheduling available Dispatch personnel. When possible, the University will schedule two (2) Dispatchers during peak days and shifts.

**ARTICLE 23**  
**HOURS OF WORK**

Section 1. A Forty (40) hour work week comprised of 5 eight (8) hour shifts shall be the standard work week for all Dispatchers. However, in exigent circumstances, as determined by the Chief of Police, Dispatcher's may be required to work up to an additional eight (8) hour shift, but employees will not work more than sixteen (16) hours in any twenty four (24) hour period. Time worked in excess of forty (40) hours in a work-week shall be compensated at an overtime rate of one-half (1 ½) times the Dispatcher's regular rate of pay as defined in this Agreement. Each work-week shall consist of seven (7) days, commencing on Sunday and ending the following Saturday.

Section 2. Management, at its sole discretion, may implement an alternate work schedule, which may include ten (10) hour or twelve (12) hours shifts. The Employer shall provide employees and the union with thirty (30) days advance notice of the schedule change and the new shift schedule as issued by the Chief of Police.

Section 3. Hours worked in excess of forty (40) hours in any one (1) work week (Sunday through Saturday) shall be paid at the rate of time and one-half (1-1/2) the employee's regular rate of pay or in the form of compensatory time at the sole discretion of the University. The selection of compensatory time or overtime premium pay shall be determined by the employee's supervisor based on the operational needs of the department. An employee's use of compensatory time shall not be considered hours in active pay status for determining his/her eligibility for overtime compensation.

Section 4. As the workload permits, Dispatchers shall be afforded two (2) paid fifteen (15) minute breaks per shift. Employees are not permitted to leave early or come in late when they do not receive a break, nor shall the time be accumulative.

Section 5. Dispatchers may request to "flex" their schedules or create an alternate work schedule. Prior approval from supervisor must be received before implementing any flex or alternate work schedule.

**ARTICLE 24**  
**OVERTIME**

Section 1. No overtime is scheduled or worked except as determined by the Police Chief or designee. A member shall be notified of a special event assignment a minimum of five (5) days in advance, unless circumstances prohibit such notification. No special event assignment shall

be scheduled for a member after approval of vacation time off for that date except as may be acceptable to the member.

**Section 2.** As necessary, members may be required to work overtime, the above provisions notwithstanding, to the extent necessary to provide a staff of Dispatchers the University considers adequate. It is understood by Bargaining Unit members that they shall make themselves available for required overtime work on orders from the Chief of Police or their designee to assist during unexpected situations, which do not allow for pre-scheduling. To determine which Bargaining Unit members will be required to work overtime that is not pre-scheduled (as in call-off situations), the following procedure will be used:

As soon as the on duty supervisor is made aware of the need for additional staff, a notification will be sent out to all affected employees using the CSU Alert system asking for volunteers to work. If the Alert does not result in member volunteers, the on-duty Bargaining Unit member who has worked the least amount of overtime (or the only on-duty member if there is only one on-duty member present) will be mandated. A member mandated pursuant to this procedure may then contact other Bargaining Unit members to see if any of them are interested in working the needed shift. If no other Bargaining Unit member is willing to work the overtime assignment, the mandated member is required to work the overtime assignment.

In the event of pre-scheduled overtime (for such things as, but not limited to, time-off requests or University events), in which no Bargaining Unit members have volunteered, the University may mandate Bargaining Unit members to work. The Bargaining Unit member who has the least amount of overtime hours worked and who does not have previously approved time off will be required to work the overtime assignment. In cases where no Bargaining unit member has previously been mandated during a calendar year, bargaining unit members mandated to work will begin in reverse order of seniority. A member mandated pursuant to this procedure may then contact other Bargaining Unit members to see if any of them are interested in working the overtime. If no other Bargaining Unit member is willing to work the overtime assignment, the mandated member is required to work the overtime assignment.

**Overtime Absence.** Once members volunteer to fill a pre-scheduled overtime assignment, they are obligated to work that assignment as if it was part of their regular work schedule. If, for some reason, the member who signed up to fill the pre-scheduled overtime assignment is unable to keep that obligation, that member is responsible to find a substitute to fill the assignment and notify the supervisor who the substitute will be. This requirement may be waived due to a documented illness, documented injury, or documented family emergency, in which case the member will contact on duty supervisor. In the event the member fails to provide the required documentation, the member may be subject to disciplinary action.

**Overtime Equalization.** The Chief of Police, or designee, shall determine the availability of overtime. Good faith efforts will be made to equally distribute all overtime opportunities (both regular and special details overtime) among Bargaining Unit members who are qualified to perform the work assigned, who customarily perform the work assigned and who are available for a pre-scheduled assignment. For the purpose of effecting equal distribution of departmental

overtime, the department shall maintain a system of record keeping of overtime worked by Bargaining Unit members. The system will require that reasonable efforts will be made to offer overtime opportunities to all Bargaining Unit members, and, whenever practical, will result in the assignment of overtime to the Bargaining Unit member with the fewest overtime hours beginning on January 1<sup>st</sup> and running through December 31<sup>st</sup>. To determine which Bargaining Unit members will be required to work pre-scheduled overtime, the University will post such overtime whenever practical where all Bargaining Unit members have access to sign up for it and will award the overtime using the following procedures:

- The member who signs up for the posted overtime and who has the lowest accumulated yearly overtime total to date will be selected to work the overtime.
- If more than one (1) member is needed to fill the overtime posted, then the Bargaining Unit member who signs up for the overtime with the next lowest accumulated yearly overtime total to date will be selected to work the remaining overtime.
- Overtime hours will be averaged amongst all Bargaining Unit members if an employee has less than one year of service in an effort to equalize the distribution of overtime.

The dispatcher who volunteers to work all, or the greater portion of the overtime assignment shall be the member selected to work the assignment.

Section 3. For all shift schedules, including eight (8), ten (10) and twelve (12) hour shifts, a bargaining unit member's use of compensatory time shall not be considered "hours worked" for determining his/her eligibility for overtime in a bi-weekly pay period. Vacation time, sick time and other paid time off shall continue to be considered "hours worked" in determining overtime compensation.

## **ARTICLE 25** **SCHEDULING**

Section 1. The Employer shall make every reasonable effort to schedule shifts to allow members the opportunity to exercise an entitlement to all University benefits, making every reasonable effort to provide for eight (8) hour, ten (10) hour or twelve (12) hour shifts. A member or his representative may submit to management possible alternatives to the proposed schedule including preferred shift assignment. From November 1<sup>st</sup> through November 15<sup>th</sup>, all employees, shall select their normally scheduled two (2) consecutive days off (for 8 and 10 hour shifts only) and indicate their preferred shift assignment by bargaining unit seniority for each of the three (3) semesters the following year, provided that there is not an unreasonable number of low seniority employees being placed on a shift by the Employer. Employee scheduling preferences are subject to the Police Chief or designee's determination of operational need but shall not be unreasonably denied. The Police Chief or designee retains the discretion to



determine the number of Dispatchers assigned based on bargaining unit seniority to each shift in order to ensure sufficient coverage or to meet operational need. The Chief or designee shall post a schedule reflecting bid for all Dispatchers.

Section 2. The Employer shall post employee schedules one (1) time per year in December for the following year.

Section 3. An employee's schedule may not be changed for the sole purpose of avoiding overtime. In the event an employee rotates to a different shift, an employee will not receive overtime due to shift rotation provided said shift change is part of the normal triannual schedule change or is part of an employee-initiated circumstance.

## **ARTICLE 26** **COURT APPEARANCES**

Section 1. Dispatchers shall be compensated for off-duty court appearances on departmental business at their appropriate rate of pay for the time approved.

Section 2. In the event a Dispatcher is subpoenaed or ordered by the Chief or designee to appear in court, and does appear at a proceeding, that Dispatcher shall be entitled to a minimum of two (2) hours of compensation commencing one (1) hour before the scheduled appearance, at the appropriate rate.

Section 3. Dispatchers shall not be entitled to compensation for a court appearance if that appearance is canceled or postponed more than one hour prior to the time the Dispatcher is scheduled to appear in court.

Section 4. Compensation (e.g., witness fees) received shall be remitted to the Chief of Police or designee.

## **ARTICLE 27** **JURY DUTY**

Section 1. The University shall continue to comply with the applicable provisions of the Ohio Administrative Rule 123:1-34-03 with regard to jury duty. The Dispatch unit will make every reasonable effort to adjust work schedules as necessary so that a Dispatcher's normal working hours will coincide with the Dispatcher's jury duty obligation.

## **ARTICLE 28** **TRADING TIME**

Section 1. A member shall be permitted to voluntarily trade off-duty time for personal reasons with the approval of the Chief of University Police or designee. Such approval shall not be unreasonably withheld. Traded time shall be in writing and shall state the specific time and dates of trades, which shall be within the posted work schedule currently in effect during the



request. Time voluntarily traded shall in no circumstance create or result in overtime status. The University shall incur no liability as a result of trades not completed.

## **ARTICLE 29**

### **COMPENSATION FOR EARLY CALL-IN**

Section 1. If unusual circumstances require a member to report for duty at a time not previously scheduled, the member shall be assigned a minimum of four (4) hours of work and shall be paid at his/her appropriate rate.

## **ARTICLE 30**

### **CANCELLATION OF ASSIGNMENT**

Section 1. In the event that a member is scheduled for an additional assignment not in conjunction with his/her normal work schedule that is cancelled with less than 18 hours of advance notice to the member, the member shall be assigned a minimum of four (4) hours of work and shall be paid at his/her appropriate rate. This entitlement to four (4) hours of work may be waived by mutual consent.

## **ARTICLE 31**

### **EMERGENCY CLOSING**

Section 1. Emergency Closing. When an emergency closing or delayed start/early dismissal is declared by the President of the University, or designee, pursuant to the University's emergency closing policy, bargaining unit members in the affected part of the University who are scheduled to work will receive their regular compensation for any straight time hours they are not permitted to work due to such closing.

Section 2. Bargaining unit personnel in the affected part of the University who are required to work because of a declared emergency closing or delayed start/early dismissal shall be paid at the rate of time and one-half (1 ½) in addition to their regular compensation.

Section 3. Shift Protection. An emergency shall be declared on a shift-by-shift basis. For example, a morning closing will affect day shift employees, but evening and night-shift employees will be expected to work as scheduled at straight time rates unless an emergency closing is declared for those shifts as well. Dispatchers whose hours of work overlap between a "non-emergency" and "emergency" shift shall be compensated at the appropriate hourly rate worked within each shift.

## **ARTICLE 32**

### **HOLIDAY OBSERVANCE**

Section 1. The eleven (11) paid holidays granted University employees are:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day

Presidents' Day  
Memorial Day  
Juneteenth  
Independence Day

Veterans' Day  
Thanksgiving Day  
Christmas Day

For any of the above-listed holidays falling on a Saturday or Sunday, the University shall choose an alternate day of observance. For any of the above-listed holidays that are observed on Monday, the University may choose an alternate day of observance.

Section 2. Full-time employees, regardless of their work shift or schedule, are automatically entitled to eight (8) hours of holiday pay whether they work on the holiday or not. Part-time employees are entitled to holiday pay for that portion of any holiday for which they would normally have been scheduled to work.

Section 3. Compensation for all work performed on a holiday will be at the time and one-half (1 ½) rate. Those working the holiday will also receive eight (8) hours of holiday pay at straight time or will be paid straight time for the number of hours the employee actually works or is scheduled to work on the holiday, whichever is greater. If the employee is scheduled to work a holiday and calls in sick or leaves early due to sickness, the employee will be paid eight (8) hours of holiday pay or for the number of hours actually worked, whichever is greater. To be eligible to receive holiday pay, an otherwise eligible employee must be in the active pay status the last scheduled day before and the first scheduled day after the day on which the holiday is observed, unless absent because of a bona fide illness or injury. In the event of illness or injury, the University may require the employee to present a doctor's certificate stating the cause of absence. The University ordinarily will not require such a certificate except in the case of employees who previously have taken sick leave in conjunction with a holiday. The University will first notify the employee in writing that a doctor's certificate may be required before exercising its rights under this provision. For purposes of this Article, active pay status shall mean any paid leave.

Section 4. Holiday Overtime Calculation. When calculating overtime for a calendar week that includes a holiday, the automatic eight (8) hours of holiday pay will be counted as paid status and will be used in the calculation of overtime.

However, any hours actually worked on the holiday will not be included in the calculation of paid status for overtime because these hours will already be paid at the premium holiday rate.

### **ARTICLE 33** **VACATION LEAVE**

Section 1. Beginning at the time the 2021-2024 contract is fully executed, full-time employees earn vacation leave annually at a rate based on their years of seniority at the University as follows:

<u>Years of Service</u>	<u>Weeks</u>	<u>Accrual per Pay Period</u>
Less than 7	2 weeks (80 hours)	3.1 hours
Less than 14	3 weeks (120 hours)	4.6 hours
Less than 24	4 weeks (160 hours)	6.2 hours
24 and over	5 weeks (200 hours)	7.7 hours

Section 2. The number of hours of accumulated vacation leave appears on the statement which is attached to the employee's bi-weekly paycheck. Vacation may be accumulated up to the maximum amount earned in three (3) years. Employees may carry over from the end of the last full pay period in the month of June to the beginning of the succeeding pay period, a maximum of thirty (30) days of accumulated vacation leave. Exceptions to the vacation leave carry-over limitation may be granted by the Associate Vice President of Human Resources or designee. Upon termination of employment, employees are entitled to pay for earned but unused vacation time.

Section 3. Employees are encouraged to request vacation leave in writing from November 1<sup>st</sup> through November 30<sup>th</sup> for the succeeding year. All such requests must be in blocks of one (1) week, but no more than two (2) consecutive weeks. Bargaining unit seniority will govern in vacation requests during this voluntary November selection process. The Employer will post vacation schedules for employees who utilize this process by January 2<sup>nd</sup> of each year.

Section 4. Vacation leave not pre-approved as set forth above should be scheduled at times mutually convenient to the employee and the Chief and should be requested at least seven (7) days in advance whenever possible. The Employer will, upon written request, approve or deny the vacation leave request in writing within five (5) working days after receipt of the vacation request.

Section 5. Any vacation leave approved by the Employer under this Article may be cancelled upon a showing of compelling circumstances. In the event vacation leave is cancelled by the Employer, the employee may carry over such vacation leave into the succeeding year if not rescheduled and notwithstanding the carry over provision in Section 2 of this Article.

Section 6. When a holiday occurs during vacation leave, employees receive their normal pay for the holiday; the pay is not charged to vacation leave.

### **ARTICLE 34** **SICK LEAVE**

Section 1. Dispatcher's accrue paid sick leave at the rate of four and six-tenths (4.6) hours for each eighty (80) hours of service.

Section 2. Should the member exhaust all of his/her earned sick leave, the member may, upon the approval of the Vice President for Business Affairs and Finance or designee, use any remaining vacation, holiday, or compensatory time for the purpose of staying in an active pay status.

Section 3. Any abuse of sick leave, excessive use, or the patterned use of sick leave may be just and sufficient cause for discipline.

Section 4. Return to Work. In cases of leaves of absence resulting from illness which are 3 days or longer, a signed physician's statement of the general nature of illness or fitness may be required by the University prior to return to work upon completion of the approved leave. Failure to submit such a statement, if required, may result in refusal to allow the employee to return to active pay status. Falsification of such a statement may result in termination of employment. An employee may return from an approved leave of absence prior to the expiration of the leave. The date of such return shall be mutually acceptable to the employee and the University.

Section 5. Up to five (5) days of accumulated sick leave may be used for bereavement in the event of the death of a member of the immediate family. The immediate family includes mother, father, brother, sister, spouse, daughter, son, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparent, grandchild, registered same-sex domestic partner/spouse, dependents of a registered same-sex domestic partner/spouse, legal guardian, stepparent, stepchild or other person who stands in place of a parent. Requests to use additional sick time for bereavement require approval from the Chief of Police or designee.

### **ARTICLE 35** **LEAVES OF ABSENCE**

Section 1. Non-paid Leave. An employee who has completed one (1) year of seniority may request an unpaid leave of absence of up to six (6) months for personal reasons. Such a leave may be granted by the Department of Human Resources upon recommendation by the employee's department head. Leave for educational purposes may be granted for a longer period of time.

Section 2. Medical Leave. An employee who is injured, physically incapacitated, pregnant, or unable to work for other reasons of a medical nature shall, upon request, be granted an unpaid medical leave of up to six (6) months after an employee has exhausted all his/her accumulated paid sick leave. The University may require proof of illness, injury, or pregnancy.

Section 3. Disability Leave. An employee who has completed her/his probationary period and who has exhausted her/his accumulated sick leave may, if physically incapacitated for the duties of her/his position, request a disability leave for a period not exceeding three (3) years. The University may require proof of physical incapacity.

Section 4. Continuation of Insurance. The University shall continue to provide insurance consistent with the terms of this Agreement so long as the employee is on paid leave status. The University will provide insurance as set forth in this Agreement until the end of the month during which the employee first goes on unpaid leave status.

Section 5. Military Leave. The University will comply with the appropriate state or federal statutes, codes, and regulations relating to the employment rights of employees on military leave.



Section 6. Retention of Shift. In the event an approved leave of absence is less than sixty (60) calendar days, the employee will be returned to the position he/she held prior to the leave of absence. In the event a leave of absence is sixty (60) calendar days or longer, the employee will be returned to a shift at the University's discretion retaining all seniority accrued during the leave and at the same rate of pay (including increases obtained in the former classification during the period of leave).

Section 7. Physician Examination. The University may require an examination by a physician of its choice to verify the illness of an employee requesting a leave or the fitness of an employee to return to work at the end of a leave. In such cases, the University shall pay the cost of the examination. In cases of conflict between the employee's physician and the University's physician, a third physician will be mutually selected by the University and the employee, and the physician's fee will be borne equally by the University and the Union.

### **ARTICLE 36** **OCCUPATIONAL INJURY**

Section 1. All employees shall, as soon as practicable, report unsafe working conditions or equipment to their supervisors. Any employee involved in an accident shall report the accident and any injury sustained according to University procedures. The employee and the supervisor shall, as soon as practicable, fill out an accident report on the form provided by the University, which must include the names of all witnesses to the accident. A copy of the accident report will be given to the employee when it is filed. Employees are entitled to all applicable BWC laws and regulations.

### **ARTICLE 37** **EMPLOYEE ASSISTANCE PROGRAM**

The University recognizes that Dispatchers will occasionally encounter unusual circumstances when handling dispatch calls. The University will endeavor to maintain an Employee Assistance Program for Dispatchers to address any issues that may arise.

### **ARTICLE 38** **INTERNAL AND ADMINISTRATIVE INVESTIGATIONS**

Section 1. Internal investigations of bargaining unit members shall be conducted in such a manner as will comply with all applicable state laws and will not infringe upon the constitutional rights of any member. All internal investigations conducted regarding alleged misconduct or criminal behavior of bargaining unit members shall be conducted by non-bargaining unit members either within or outside the Dispatch Department as determined in the sole discretion of the Chief of University Police. The bargaining unit member shall be notified when an internal investigation has been initiated and the outcome of all internal investigations.

Section 2. The refusal of a member to answer questions or otherwise participate in an internal investigation shall not be cause for charges of insubordination or their facsimile to be initiated unless the member has been advised that continued refusal could result in such action.

Section 3. Any internal investigation involving members shall be conducted under the authority of the Chief of University Police, his/her designee, or his/her superior. The results of an internal investigation shall not be final until reviewed by the Chief of University Dispatch or his/her superiors.

Section 4. Investigative interviews shall be guided by the following procedure:

- a. Prior to being interviewed, the member shall be advised of the nature of the complaint.
- b. All interviews will be conducted while the member is on duty, unless the seriousness of the investigation is such that an immediate interview is required.
- c. During the interviews conducted by the University, one (1) person will be designated as the primary interviewer.
- d. The complete interview will be recorded. The recording will note the time at which breaks are taken in the interview process, who requested the break, and the time at which the interview resumed.
- e. The member shall be provided with the name, rank, and command of all persons present during the questioning. The member shall also be given the following admonitions:
  - i. You are advised that this is an internal investigation only.
  - ii. You will be asked and are required to answer all questions specifically related to the performance of your duties and your fitness for office.
  - iii. If you refuse to answer these questions, you can be subject to discipline that can be as much as discharge or removal from office. You may also be subject to discipline for knowingly giving false statements.
  - iv. I want to reassure you that any answers given are to be used solely for internal administrative purposes and may not be used if any subsequent criminal prosecution should such occur.
- f. Union Representation.
  - i. Members may have a union representative with them during any internal investigation interview so long as the individual is not involved in any manner with the incident under investigation.
  - ii. The employee representative's role is primarily that of observer. He/she should be advised not to intervene in the interview.

g. Examinations and Searches.

i. No polygraph testing or other mechanical testing shall be given without the advance written approval of the bargaining unit member. The results of any polygraph examination cannot be used in any subsequent criminal action unless properly stipulated prior to the administering of such examination in accordance with the laws of the State of Ohio. Furthermore, the results of this examination cannot be used in any subsequent departmental action unless the University can produce additional evidence to corroborate the allegations. Notwithstanding the foregoing, the University is permitted to conduct polygraph or other mechanical testing of all nonemployee applicants to bargaining unit positions as part of the hiring and screening process.

ii. Property belonging to the University is subject to inspection for investigative purposes unless the member has been granted a reasonable expectation of privacy in vehicles, desks, files, storage lockers, computers, or similar items or places.

h. At the conclusion of the investigation, the Chief of University Dispatch shall inform the member under investigation in writing, of the investigative findings and any recommendations for disciplinary action that the Chief intends to make.

i. A member who is questioned as a suspect in an internal investigation that may lead to criminal charges against him shall be advised of his constitutional rights in accordance with the law.

j. Retaliation for Exercising Rights.

There shall be no penalty or threat of penalty against a member for the exercise of the member's rights under this Article.

Section 5. Administrative Investigations. Administrative investigations of bargaining unit members conducted to review and document certain Dispatch actions and incidents to ensure Department personnel acted within the law and Department policy shall be conducted in such a manner as will comply with all applicable state laws and will not infringe upon the constitutional rights of any member. All investigations of bargaining unit members shall be conducted by the University Police officer of command rank or an individual chosen from either within or outside the Police Department, at the sole discretion of the University.

**ARTICLE 39**  
**INSURANCE**

Section 1. The University will make available to eligible full-time and part-time employees with an appointment of six (6) months or longer a comprehensive program of employee health benefits including medical, prescription drug, dental, vision, long-term disability coverage and an employee assistance plan.

A. Employee Premium Contributions

During the term of this Agreement, the total cumulative amount of employee premium contributions for the medical, prescription drug, dental, vision and long-term disability plans will not exceed twenty (20%) percent of the total cumulative cost of those plans. The total cumulative cost of the medical, prescription drug, dental and vision plans will be established by the University at the beginning of each plan year – the July 1, 2022 through June 30, 2023 and July 1, 2023 through June 30, 2024 benefit plan years respectively – based on the full premium rates (or for self-insured plans rates equivalent to a fully insured rate, e.g., the COBRA rate) for each plan added together. The University will determine the amount, allocation and differentiation of employee premium contributions among its various health plan offerings (medical, prescription drug, dental and vision plans) for each plan year: July 1, 2022 through June 30, 2023 and July 1, 2023 through June 30, 2024 respectively.

B. Level of Benefit

During the term of this Agreement, the level of benefit of the University's medical, prescription drug, dental and vision plans shall be maintained at a cumulative value of not less than ninety (90%) percent of the cumulative value of those plans as of July 1, 2021. The cost of these plans will be determined by the University prior to the start of each plan year – July 1, 2022 through June 30, 2023 and July 1, 2023 through June 30, 2024 respectively – based on the premiums for fully insured plans (or for self-insured plans rates equivalent to fully insured rates, e.g., COBRA rates) if available, the claims experience of each plan, enrollment, and fixed costs during the most recent twelve (12) month period and projected forward with generally-accepted health care inflation assumptions to the next benefit plan year. The University will determine the plan design and resulting level of benefit of its various health plan offerings (medical, prescription drug, dental and vision plans) for each plan year: July 1, 2018 through June 30, 2019 and July 1, 2019 through June 30, 2020 respectively.

Prior to determining the amount, allocation, and differentiation of full-time and part-time employee premium contributions and changes in plan design and level of benefits of its various health plan offerings (medical, prescription drug, dental and vision plans), the University will confer with and consider the recommendations of the Labor-Management Healthcare Committee.

C. Wellness Incentives

The University will provide financial support for a comprehensive wellness program which supports the engagement of faculty, staff and their families in establishing a sustainable culture of wellness on campus.

The University will continue to offer incentives for employees enrolled in the medical benefit plans based on wellness program participation and established individual wellness program outcomes.

D. Waiver of coverage



Full-time employees who elect to waive medical coverage shall receive an annual payment of \$1,200.00 (prorated for partial year participation) within thirty (30) calendar days of the end of the plan year. The employee must provide proof of coverage from another source. The election must be made during the annual open enrollment period. An employee who elects no medical insurance coverage subsequently may elect to participate in the insurance plan during that year, subject to the rules of the carrier, if the employee has had a change in status as defined by Section 125 of the Internal Revenue Code. Upon election to participate in coverage, the employee waives eligibility for the annual cash payment.

Section 3. The University shall provide full-time bargaining unit members basic group term life insurance coverage equal to two (2) times base salary, subject to a minimum coverage level of ten thousand dollars (\$10,000.00) and subject to a maximum coverage level of one hundred fifty thousand (\$150,000.00) dollars, and an equal amount of Accidental Death and Dismemberment insurance. The University shall provide the option for employees to purchase, on an after-tax basis, voluntary group term life insurance for themselves, their spouse and their eligible dependent children.

Section 4. In addition, the University shall provide full-time bargaining unit members Business Travel Accident Insurance which contains the following benefits:

- a) Repatriation Benefit
- b) Family Transportation Benefit
- c) Business Travel Accident Benefit for an amount equal to two (2) times base salary, subject to a maximum coverage level of five hundred thousand (\$500,000.00) dollars.

All benefit provisions are subject to the terms and conditions set forth in the Plan Certificates.

Section 5. Administration, in consultation with the University health care committee, will develop a comprehensive employee wellness strategy.

Section 6. Health Care Reform: During the term of this Agreement, the parties reserve the right to require bargaining over the impact of the new health care reform regulations on the University's various health benefit plans.

#### **ARTICLE 40** **STAFF DEVELOPMENT**

Section 1. The University shall make available a staff development program for regular full-time University Dispatchers. Eligible Dispatchers may enroll in courses scheduled at times that do not conflict with their responsibilities as defined by the Chief of University designee.

Section 2. Eligibility. Regular, full-time University Dispatchers shall receive tuition remission benefits for courses taken at the University as described in this Article.

Section 3. Description. The University will cover instructional and general fees (this does not include miscellaneous fees such as those listed in the University Bulletins and other similar fees) for up to eight (8) semester hours of undergraduate or graduate courses per semester or fees for continuing education courses up to the equivalent cost of eight (8) undergraduate credit hours per semester. If the employee takes fewer than eight (8) credit hours per semester (graduate or undergraduate), the University will also cover continuing education fees up to the cost of the unused credit hours at the undergraduate rate. Any unused credits may not be "banked." Application and transcript fees are the responsibility of the employee. For those who wish to enroll in "premium-priced" programs, the benefit shall not exceed the standard law, graduate, or undergraduate tuition.

Section 4. Application/Information. Employees who choose to participate in the Tuition Remission Program must follow the University's application and enrollment procedures. Applications for the Tuition Remission Program may be obtained from the Department of Human Resources ([www.mycsu.csuohio.edu/offices/hrd/benefits](http://www.mycsu.csuohio.edu/offices/hrd/benefits)). Staff development benefits may be subject to Federal and State of Ohio taxation. If deemed to be taxable, benefits received under this program are treated as taxable income of the CSU employee. Any taxable benefits are subject to federal tax withholding requirements. Tax withholding, if applicable, will be deducted in two (2) equal installments from the employee's last two (2) paychecks of the month during which the term ends. Tax information will be provided at that time.

Section 5. In the event an appointment is terminated as a result of a reduction of force, eligibility is continued for a period of two semesters provided the employee has been attending Cleveland State University as a student enrolled in a degree granting program during the two academic terms immediately preceding the termination of employment.

## **ARTICLE 41**

### **FEE AUTHORIZATION PROGRAM**

Section 1. The University shall make available a fee authorization program for spouses and eligible children of University Dispatchers with at least two (2) years of continuous full-time service with the University. A fee remission will be provided for instructional and general fees charged for enrollment in undergraduate credit courses at the University and half of the instructional and general fees charged for enrollment in graduate and professional credit courses at the University.

Section 2. Eligibility and Description. The Student Fee Authorization Program at Cleveland State University is an educational assistance program for spouses and eligible dependent children who are financially dependent on the qualifying full-time employee according to IRS rules. For eligible full-time employees, fee remission as described in this Article will be provided for full instructional and general fees charged for enrollment in credit courses by undergraduate students and for half of the total instructional and general fees charged for enrollment in credit courses by graduate and professional students. Benefits apply only to the in-state portion of any fee. The Student Fee Authorization Program may not be used for Continuing Education courses. For those who wish to enroll in "premium-priced" programs, the benefit shall not exceed the standard law, graduate, or undergraduate tuition.

Section 3. Application/Information. Employees' spouses and eligible dependents who choose to participate in the Student Fee Authorization Program must follow the University's application and enrollment procedures. Applications for the Student Fee Authorization Program may be obtained from the Department of Human Resources.

Fee remission benefits may be subject to Federal and State of Ohio taxation. If deemed to be taxable, benefits received under this program are treated as taxable income of the CSU employee rather than the student. Any taxable benefits are subject to federal tax withholding requirements. Tax withholding, if applicable, will be deducted in two (2) equal installments from the employee's last two (2) paychecks of the month during which the term ends. Tax information will be provided at that time.

Note: Incomplete applications may be returned, which could result in late registration. If upon audit the student fails to qualify for the Student Fee Authorization Program, a late registration fee may be added to the student's invoice.

Section 4. Eligibility of Spouses and Children. For spouses or dependent children to be eligible for participation, a full-time employee must have at least two (2) years of continuous full-time service with the University since the most recent hire date (if more than one). Eligibility is determined as of the first day of the session for the course(s) desired. The University will cover only the cost of fees for spouses and dependent children of employees who are eligible for the program on the first day of the session.

Eligible dependents include the spouse of a qualifying employee or children who are financially dependent on the qualifying employee. A financially dependent child is one who currently meets the Internal Revenue Service dependency definition and is being claimed on the qualified employee's federal income tax return for the current year.

Eligible spouses and children receiving any form of financial aid through the University or other governmental agencies will receive fee remission under this policy only to the extent that no cash disbursement of this benefit results from excess awards. Financial aid regulations governing the Student Fee Authorization Program are available in the Financial Aid Office.

Section 5. Benefit. An eligible spouse or child may participate in the program for a total of one hundred forty-four (144) semester credit hours or two (2) academic degrees, whichever is less.

In the event of the divorce of a qualifying employee, eligibility is continued for the former spouse for a period of up to two (2) years, as long as the qualifying employee remains in full-time active status at Cleveland State University.

Section 6. Changes in Employment Status.

A. In the event of a qualifying employee's death, eligibility will be continued for a spouse and/or children regardless of their registration status at that time.



B. With ten (10) years of service, in the event of a qualifying employee's retirement or total disability (under PERS, STRS, or Social Security), eligibility will be continued for a spouse and/or children regardless of their registration status at that time.

C. If an appointment is involuntarily continued at less than full-time, or if a leave of absence without pay is granted, eligibility is continued for two (2) full semesters beyond the date of the change in status based upon the employee's eligibility status at that time. If an appointment is terminated as a result of reduction of workforce, benefits are extended for a period of two (2) full semesters for those who have been attending Cleveland State University during the two (2) academic terms immediately preceding the layoff. In the event of any other termination of active service with the University, the Student Fee Authorization Program eligibility ceases.

D. An employee who is laid off and subsequently recalled within the recall period shall, upon recall, be immediately eligible for benefits under this Article and is not required to wait for two (2) years after recall to be eligible, provided he or she has otherwise satisfied the eligibility requirements at the time of layoff. A laid off employee who did not satisfy the eligibility requirements for benefits at the time of layoff shall, upon recall, retain time accrued toward eligibility prior to the layoff and shall satisfy the remainder of the eligibility period prior to receiving benefits under this Article.

## **ARTICLE 42** **TRAINING**

Section 1. The Police Chief or designee may establish planned program(s) of in-service and on-the-job training that shall be current, consistent, and job related. A reasonable attempt will be made to ensure training will be provided to Dispatchers during their shifts. However, in the event a Dispatcher is required to report to training that is outside their normally scheduled shift, they will be compensated for all hours they are required to attend training.

Section 2. The work schedule may be flexed, if time is available, as determined by the Chief or designee, to allow adequate rest and travel time prior to and following attendance, considering time and location of training site. The Chief or designee may post schools or seminars available that relate to the dispatch profession, as practical. The Dispatchers may submit a memo to provide a show of interest in a specific school or seminar posted.

Section 3. The Chief or designee may assign a Dispatcher to assist in training other employees in Emergency Dispatch Services, including but not limited to job shadowing.

Section 4. Field Training Dispatcher (FTD) is defined as the primary supervisor or designee responsible for providing training to Dispatchers in performing their job duties, including but not limited to computer and LEADS training. The FTD selection process is outlined in departmental policy for those who met the criteria. If there are no applicants to serve as an FTD, the Chief or designee may appoint a Dispatcher to serve in this role based on seniority.



Section 5. Dispatchers serving in the role of Field Training Dispatcher shall receive \$.35 per hour for the period when they are actively training new hires.

#### **ARTICLE 43** **UNIFORMS**

Section 1. Dispatchers shall be required to wear standard shirts issued by the University. Specifications for the shirts shall be determined by the University. It shall be the employee's responsibility to provide for the cleaning of the shirts issued to him or her. Unserviceable shirts shall be replaced by the University. Shirts may be inspected by the University at its discretion to determine whether a Shirt is unserviceable.

Section 2. The University shall issue each Dispatcher the following uniform items upon hire. Each Dispatcher shall have each of the following items in their possession during their employment with the University:

Short sleeve shirt (3)

Long sleeve shirt (3)

Sweater (1)

Section 3. The uniforms purchased pursuant to section 2 of this article must be turned in to CSU if the Dispatcher leaves the service of CSU.

Section 4. A uniform maintenance amount of seventy-five dollars (\$75.00) per year for cleaning shall be provided to each member of the bargaining unit.

#### **ARTICLE 44** **BULLETIN BOARDS**

Section 1. The University shall continue to furnish a bulletin board for use of the Ohio Labor Council and Fraternal Order of Police.

A. Such bulletin board shall be used only for posting notices concerning Ohio Labor Council business and Fraternal Order of Dispatch business, recreational, and social events.

B. There shall be no notices or other writings posted which contain anything political, controversial, or critical of the University, or any other department, any employee, or other persons.

This bulletin board shall be maintained in an area not open to the public.

**ARTICLE 45**  
**FOP MEETINGS AND EVENTS**

Section 1. FOP members may hold meetings and social events within the facilities of Cleveland State University, provided they conform to those University policies and procedures required of other campus organizations.

Section 2. Requisitions will be handled by the University's Department of Conference Services and must have the signature of a responsible FOP Representative and the Chief of University or his designee.

**ARTICLE 46**  
**WAGES**

**Section 1 - Employee Base Pay Rate**

1. Effective the first day of the pay period which includes July 1, 2022, the Pay Ranges shall be increased upward by 2.00%, as shown in Appendix A. Employees whose base pay rates are below the minimum of the new pay range shall have their wages adjusted to the minimum of the appropriate pay grade prior to the application of any other wage increases.

2. Effective the first day of the pay period which includes July 1, 2023, the Pay Ranges shall be increased upward by 1.50%, as shown in Appendix B. Employees whose base pay rates are below the minimum of the new pay range shall have their wages adjusted to the minimum of the appropriate pay grade prior to the application of any other wage increases.

3. Effective the first day of the pay period which includes July 1, 2024, the Pay Ranges shall be increased upward by 1.00%, as shown in Appendix C. Employees whose base pay rates are below the minimum of the new pay range shall have their wages adjusted to the minimum of the appropriate pay grade prior to the application of any other wage increases.

**Section 2 - Salary Schedule and General Eligibility Requirements**

1. The total salary pool for wage increases effective with the first day of the pay period which includes July 1, 2022, shall be 2.5%, distributed as an across-the-board wage increase.

- a. The 2.5% general wage increase shall be distributed as 2.5% across-the-board base wage increase.
- b. The salary scale that is to be effective with the first day of the pay period which includes July 1, 2022 is set forth and attached hereto as Appendix A.
- c. Employees whose salaries exceed the maximum of their grade (redlined) shall receive their across-the-board increase in the form of a lump sum payment to be paid at the end of the fiscal year. If the employee leaves employment with the

University during the fiscal year, s/he will be paid that portion of the lump sum for the period in which s/he was in active pay status. If a portion of the increase is above the maximum of the salary grade, that portion shall be paid in a lump sum at the end of the fiscal year.

- d. Bargaining unit employees with a continuous employment date on or before April 1, 2022 shall receive the across-the-board base wage increase.
  - e. The employee must be employed by the University at the time of disbursement of the across-the-board base or merit increase.
2. The total salary pool for wage increases effective with the first day of the pay period which includes July 1, 2023, shall be 2.0%, distributed as an across-the-board wage increase.
- a. The 2.0% general wage increase shall be distributed as 2.0% across-the-board base wage increase.
  - b. The salary scale that is to be effective with the first day of the pay period which includes July 1, 2023 is set forth and attached hereto as Appendix B.
  - c. Employees whose salaries exceed the maximum of their grade (redlined) shall receive their across-the-board increase in the form of a lump sum payment to be paid at the end of the fiscal year. If the employee leaves employment with the University during the fiscal year, s/he will be paid that portion of the lump sum for the period in which s/he was in active pay status. If a portion of the increase is above the maximum of the salary grade, that portion shall be paid in a lump sum at the end of the fiscal year.
  - d. Bargaining unit employees with a continuous employment date on or before April 1, 2023 shall receive the across-the-board base wage increase.
  - e. The employee must be employed by the University at the time of disbursement of the across-the-board base or merit increase.
3. The total salary pool for wage increases effective with the first day of the pay period which includes July 1, 2024, shall be 1.5%, distributed as an across-the-board wage increase.
- a. The 1.5% general wage increase shall be distributed as 1.5% across-the-board base wage increase.
  - b. The salary scale that is to be effective with the first day of the pay period which includes July 1, 2024 is set forth and attached hereto as Appendix C.

- c. Employees whose salaries exceed the maximum of their grade (redlined) shall receive their across-the-board increase in the form of a lump sum payment to be paid at the end of the fiscal year. If the employee leaves employment with the University during the fiscal year, s/he will be paid that portion of the lump sum for the period in which s/he was in active pay status. If a portion of the increase is above the maximum of the salary grade, that portion shall be paid in a lump sum at the end of the fiscal year.
- d. Bargaining unit employees with a continuous employment date on or before April 1, 2024 shall receive the across-the-board base wage increase.
- e. The employee must be employed by the University at the time of disbursement of the across-the-board base or merit increase.

### Section 3 – Shift Pay

1. Bargaining Unit members working 2<sup>nd</sup> and 3<sup>rd</sup> shift or from 7pm-7am if on 12-hour shifts shall receive shift differential pay at \$.65 per hour.

### Section 4 – Range Penetration

1. Effective the first day of the pay period which includes July 1, 2022, employees having completed three full years of employment shall be moved to a range penetration of 60%. Employees having completed six full years of employment shall be moved to a range penetration of 80%. Employees having completed nine full years of employment shall be moved to the top of the range.

## **ARTICLE 47** **DURATION**

Section 1. The Union acknowledges that it has had ample opportunity to submit proposals and bargain over all negotiable matters and that with this Agreement hereby expressly waives any right to bargain over matters covered by this Agreement or other matters affecting wages, hours, benefits, or other terms and conditions of employment during the term of this Agreement.

Section 2. This Agreement represents a complete and final understanding on all bargainable issues between the University and the Union and shall be effective from the date of ratification of this Agreement (unless otherwise indicated) until December 31, 2024 and thereafter from year to year unless at least ninety (90) days prior to said expiration date, or any anniversary thereof, either party gives timely written notice to the other of an intent to negotiate on any or all of its provisions. Notice to modify or terminate this Agreement shall comply with Ohio Administrative Code Rule 4117-1-02 which provides for electronic filing of certain documents.



Section 3. Upon timely written notice of an intention to reopen negotiations, an initial conference will be arranged no later than ninety (90) days prior to the termination date of the Agreement. Nothing in this section shall be deemed to prevent an agreement between the University and the Union to extend the termination date.

**MEMORANDUM OF AGREEMENT**  
**FURLOUGH DAYS**

If the University closes, in whole or in part, for any period of time due to the scheduling of furlough days for employees outside of the bargaining unit, those day(s) shall not be considered an emergency closing or holiday. Bargaining unit personnel working during a University furlough day(s) closure shall receive their regular compensation.

## **MEMORANDUM OF AGREEMENT**

Prior to execution of this Agreement, all Dispatcher's seniority will be determined based on seniority with the University. All Dispatchers who are currently employed with the University upon execution of this Agreement will be grandfathered under these terms.

Upon execution of the Agreement, all newly hired Dispatcher's seniority will be determined based on specific terms within this Agreement.

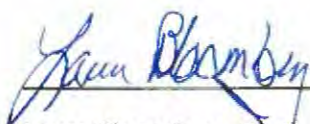
IN WITNESS WHEREOF, the parties have hereunto set their hands this \_\_\_\_ day of \_\_\_\_\_, 2022.

CLEVELAND STATE UNIVERSITY

FRATERNAL ORDER OF POLICE

OHIO LABOR COUNCIL, INC.

By:



Laura Bloomberg, Ph.D.

President

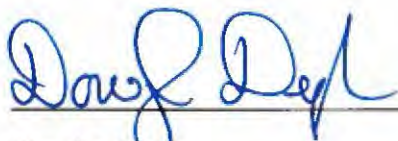
By:



Otto Holm, Jr.

Staff Representative, FOP/OLCI

By:



Douglas Dykes

Associate Vice President

Chief Human Resources Officer

By:



Emergency Services Dispatcher,



APPENDIX A

FOP - DISPATCHER  
Pay Range Effective 7/1/22

GRADE	MINIMUM	MAXIMUM
7	\$17.14	23..12



APPENDIX B

FOP - DISPATCHER  
Pay Range Effective 7/1/23

GRADE	MINIMUM	MAXIMUM
7	\$17.39	23.47





APPENDIX C

FOP - DISPATCHER  
Pay Range Effective 7/1/24

GRADE	MINIMUM	MAXIMUM
7	\$17.57	23.70

