

**TENTATIVE AGREEMENT BETWEEN THE UNIVERSITY OF AKRON AND THE
FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC.**

The University of Akron ("University") and the Fraternal Order of Police, Ohio Labor Council, Inc. ("FOP"), agree to a one (1) year extension of the current Collective Bargaining Agreement ("CBA"), beginning on July 1, 2020 and ending June 30, 2021.

On January 30, 2020, the International Health Regulations Emergency Committee of the World Health Organization (WHO) declared the outbreak of COVID-19 a public health emergency and on March 9, 2020, Governor Mike DeWine issued executive order 2020-01D, declaring a State of Emergency.

As a result of the Governors reduction in state funding for fiscal year 2020, as well as the projected reduction in state funding for fiscal year 2021, and other financial losses resulting from the COVID-19 pandemic, the University projects a revenue shortfall of approximately \$65 million for fiscal year 2021.

The Collective Bargaining Agreement

Recognizing the University's current financial situation, and to assist the University with the significant budget shortfall, and in sharing the sacrifice of other bargaining unit and non-bargaining unit University employees, the parties agree to extend the terms of current Collective Bargaining Agreement ("CBA") for one year, with the following modifications:

Article 3, Section 3.5: Strike/Eliminate Entire Section based on *Janus* Supreme Court decision.

Article 7, Section 7.1: No bargaining unit member shall, for disciplinary reason, be reduced in pay or position, suspended, discharged, or removed except for just cause, including any violation of University and Police Department work rules. *When appropriate, the University shall utilize the principal of progressive discipline in an effort to correct misconduct.*

Article 7, Section 7.7: (new language): In disciplining an employee, the University shall not rely upon instances of first step written warnings which are more than twelve (12) months old or instances of suspension, with or without pay, which are more than twenty-four (24) months old.

Article 9, Section 9.2: All newly-appointed *Police Officer 1 employees* ~~bargaining unit members~~ will be considered probationary employees for the first twelve (12) months in active pay status with the University and during such period shall have no recourse to the grievance and arbitration procedure for the purpose of challenging any discipline or discharge; shall have no ability to exercise the application of seniority; and are employed at the sole discretion of the University. Upon the successful completion of the probationary period, seniority will be retroactive to the employee's date of appointment and said probationary employees shall become Police Officer 2 employees.

Article 10, Section 10.5: A laid off bargaining unit member will retain recall rights for a period of *twenty-four (24)* ~~twelve (12)~~ months from the effective date of the layoff. The recalled employee

shall have five (5) calendar days following the date of the recall notice to notify the University of the intention to return to work and must return to work on the date established by the University, which shall be not less than ten (10) days after the date of notice of recall, unless the University and the employee mutually agree to a different date. *The laid off bargaining unit member shall remain in good standing and be responsible for maintaining all necessary certifications and training requirements during the entire term of the recall period.*

Article 12, Section 12.4 (new language): Upon request of a bargaining unit member, disciplinary records more than twenty-four (24) months old shall not be maintained in the employee personnel file and shall instead be maintained in a separate inactive disciplinary file to await destruction as prescribed by the University's records retention policy.

Article 19, Section 19.1: See modified language in the Memorandum of Understanding ("MOU") attached hereto.

Article 24, Section 24.2: When a vacancy occurs in a Sergeant's *or Lieutenant's* position and the Chief of Police intends to fill the position, a notice of vacancy shall be posted on the bulletin boards where employee notices are usually posted for seven (7) calendar days prior to filling the vacancy. Written application must be received by the close of business on the last regular business day (Monday-Friday) prior to the end of the seven (7) calendar day period. The posting shall contain a description of the position to be filled, basic and special qualifications required, and work shift. Vacancies shall be awarded in accordance with University procedures. *The University agrees to meet and confer with the labor-management committee prior to posting any such Sergeant or Lieutenant's position.*

Article 28, Section 28.1: The University will continue to provide the following items to bargaining unit members:

1. Duty weapon
2. Duty ammunition
3. Badges
4. Patches
5. Protective Vests (Vests shall be replaced upon the specified time frames recommended by the manufacturer). *The University and the Union shall, through collaboration of the labor-management committee, mutually determine the protective vest(s) (i.e. protection level, style and type) to be utilized. Bargaining unit members shall be provided protective vests of similar protection level, style, type and cost of the protective vests provided to non-bargaining unit employees (i.e. the command staff). The ultimate decision regarding protective vest shall rest with the University.* The protective level of new vests will be level 2. Two carriers will be provided for the officer, one internal carrier and one external carrier.

Article 30, Section 30.4 (new language): Field Training Officer (FTO). Bargaining unit members who are designated as an FTO shall be compensated with one (1) additional hour of pay at the regular rate for each shift acting as an FTO.

Article 32, Section 32.2: The Chief of Police will post available shifts and schedules and

bargaining unit members will be permitted to express shift preference based on seniority once per year (January) of each year of this Agreement. Seniority will prevail in shift assignments unless disapproved by the Chief of Police, however selections for shifts based on seniority shall not be unreasonably denied. *The University agrees to meet and confer with the labor-management committee before the posting of shifts and schedules.*

Article 34: The Duration of this Agreement shall be from July 1, 2020 through June 30, 2021. The parties mutually agree that upon expiration of this agreement on June 30, 2021, the parties shall continue to abide by the full force and effect of all terms and conditions of the CBA, as modified hereinabove, until such time that the parties reach an agreement to either terminate, modify or negotiate a successor collective bargaining agreement.

This Tentative Agreement extending the Collective Bargaining Agreement are contingent on the ratification by the FOP Bargaining Unit and the University Board of Trustees.

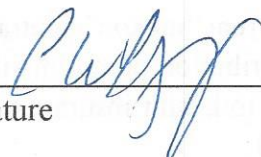
IN WITNESS WHEREOF, the parties have caused this Tentative Agreement to be made effective as of the dates written below.

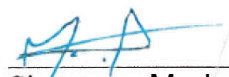
FOR THE EMPLOYER:

FOR THE FOP/OLC:

Recommended By:

 07/20/2020
Signature M. Celeste Cook Date

 7/20/20
Signature Date

 07/20/2020
Signature Mark G. Stasitis Date

Signature Date

MEMORANDUM OF UNDERSTANDING

Except as otherwise indicated below, The University of Akron ("University") and the Fraternal Order of Police, Ohio Labor Council, Inc. ("FOP"), agree to this one (1) year Memorandum of Understanding (MOU), beginning on July 1, 2020 and ending June 30, 2021.

Compensation

Members of the FOP unit agree to the following temporary tiered wage reductions for the time period of July 1, 2020 through June 30, 2021:

Salary Tier	% Reduction
Under \$50,000	0%
\$50,000 - \$66,999	3%
\$67,000 - \$91,999	4%
\$92,000 - \$124,999	5%
\$125,000 - \$149,999	6%
\$150,000 - \$199,999	7%
\$200,000+	10%

Benefits

Consistent with current "me too" contract language, members of the FOP unit agree to no changes to health care contribution premiums through December 31, 2020. The FOP unit agrees to the following changes to health insurance premium contributions as of January 1, 2021 and ending December 31, 2021:

Salary Tier	Current	Proposed
Under \$32,000	15%	15%
\$32,000 - \$36,999	17%	17%
\$37,000 - \$47,999	18%	18%
\$48,000 - \$49,999	19%	19%
\$50,000 - \$66,999	19%	30%
\$67,000 - \$91,999	20%	31%
\$92,000 - \$124,999	21%	32%
\$125,000+	23%	34%

Retirement

In an effort to reduce costs, the members of the FOP, along with other University non-bargaining unit employees, were given the opportunity to retire on or before January 1, 2021 so long as they documented their intention to retire prior to June 30, 2020.

Officer in Charge (OIC)

The parties agree to modify *Article 19, Section 19.1* of the current CBA on a trial basis, as follows:

Whenever no supervisor is working an assigned shift, the Chief of Police or designee (including a sergeant) will have the sole discretion to determine whether an Officer-in-Charge (OIC) is required. In the absence of an appointment, the senior officer assigned to the shift will be the OIC. To earn OIC pay, the officer must be directly supervising two or more other officers and serve as OIC for more than ~~two (2) four~~ hours during an eight (8)-hour shift. The compensation for OIC will be *an additional three dollars (\$3.00) per hour for each hour the officer serves* ~~1/4 hour of overtime for each day as OIC~~. It is the responsibility of each OIC to ensure that the OIC compensation is properly logged on the time-card and the OT board/page. This article shall not apply to special details or to the Wayne Campus unless approved by the Chief of Police or designee.

Fee (Tuition) Remission

The University will provide any laid-off employee (and his/her dependents) with the same fee remission benefits offered to then current employees for up to four (4) years from the date of layoff to allow completion of any degree program in which they are currently enrolled, so long as there is no break in attendance. The University shall provide any laid-off employee (and his/her dependents) with the same fee remission benefits offered to then current employees for up to one (1) year for any laid-off employee (and his/her dependents) who is currently enrolled in classes for the first time for the Fall 2020 semester.

No Contracting

The University agrees that for the duration of this MOU, it shall not contract out bargaining unit work except in cases of special events (e.g., sporting events, concerts, etc.), emergency situations, to provide adequate protection of University property (e.g., a University garage, an outlying building, especially valuable property, campus disruption, etc.).

This MOU is contingent on the ratification by the FOP Bargaining Unit and the University Board of Trustees. The parties agree that the language in this MOU is not precedent setting.

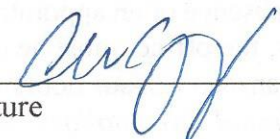
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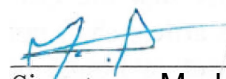
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