

AGREEMENT
BETWEEN
MIAMI UNIVERSITY
AND
FRATERNAL ORDER OF POLICE
LODGE NO. 38

Effective July 1, 2007 through June 30, 2010

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BETWEEN
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AND
FRATERNAL ORDER OF POLICE
LODGE NO. 38

This Agreement is made and entered into on the date below noted by and between Miami University, hereinafter called "University" and the Fraternal Order of Police, Lodge No. 38, hereinafter called "Lodge."

ARTICLE 1

Recognition

The University hereby recognizes the Lodge as the exclusive representative, for purposes of collective bargaining with respect to wages, hours, and other conditions of employment, of those officers employed by the University's Police Department on the Oxford Campus and classified as Police Officer, excluding all other employees of the University. The following titles were included in the original bargaining unit recognition, but are not currently in use: Criminal Investigator 1 and Security Officer 2.

ARTICLE 2

Management Rights

The University hereby retains each and every right and responsibility enumerated in Ohio Revised Code, Section 4117.08(C), as well as all those rights, responsibilities, and functions customarily recognized as those of management.

The Lodge recognizes that except as specifically limited or abrogated by the terms and provisions of the Agreement, or by applicable State or Federal law, all rights to manage, direct, or supervise the operations of the University and all of the officers are vested solely and exclusively with the University and/or its designated representatives.

Not by way of limitation of the foregoing paragraphs, but only to indicate the type of matters or rights which belong to and are inherent to the University, the University retains the right except as specifically limited or abrogated by the terms and provisions of this Agreement or by applicable State or Federal law, and subject to the terms of this Agreement to:

- (1) Hire and transfer officers;
- (2) Discharge, suspend or discipline officers for cause;
- (3) Determine the number of persons required to be employed, laid off or discharged;
- (4) Determine the starting and quitting time and the number of hours to be worked by its officers;
- (5) Make any and all rules and regulations;
- (6) Determine the work assignments of its officers;

- (7) Determine the basis for selection, retention, and promotion of officers to or for positions not within the bargaining unit established by this Agreement;
- (8) Determine the type of equipment used and the sequence of work processes;
- (9) Determine the making of technological alterations by revising either process or equipment, or both;
- (10) Determine work standards and the quality and quantity of work to be produced;
- (11) Select and locate buildings and other facilities;
- (12) Establish, expand, transfer and/or consolidate work processes and facilities;
- (13) Transfer or subcontract work;
- (14) Consolidate, merge, or otherwise transfer any or all of its facilities, property, processes or work with or to any other entity or effect or change in any respect the legal status, management of responsibility of such property, facilities, processes or work;
- (15) Terminate or eliminate all or any part of its work or facilities.

In addition, the Lodge agrees that all of the functions, rights, powers, responsibilities, and authority of the University in regard to the operations of its work and business and the direction of its work force which the University has specifically abridged, deleted, granted or modified by the express and specific written provisions of the Agreement are, and shall remain, exclusively those of the University and shall not be subject to the grievance procedure.

ARTICLE 3

FOP Representation

Non-employee representative(s) of the Lodge shall be admitted to the University's facilities for the purpose of processing a grievance or attending meetings as permitted herein with prior approval by the Chief of Police or his designee. Upon arrival, the Lodge representative shall identify himself to the Chief or his designee.

The University shall recognize three (3) officers, designated by the officers of the certified bargaining unit and approved by the Lodge, to act as Lodge representatives for the purposes of representation as outlined under this Agreement.

No officer shall be recognized by the University as a Lodge representative until the Lodge has presented the University with written certification of that person's selection as a Lodge representative by the officers of the certified bargaining unit.

Rules governing the activity of Lodge representatives are as follow:

- (a) The Lodge agrees that no official of the Lodge, employee or non-employee, shall interfere, interrupt, or disrupt the normal work duties of other employees. The Lodge further agrees not to

conduct Lodge business during working hours except to the extent specifically authorized herein.

- (b) The representatives shall be permitted reasonable time to investigate, present, and process formal grievances on the University's property without the loss of pay during their regular working hours, provided that in each and every instance where such time is required, only one representative is assigned to a grievance, and the length of time and the time period within the working hours during which such investigation, presentation and/or processing is to take place shall be agreed upon in advance by the Lodge representative and the supervisor and/or the Chief. The representatives shall make all reasonable efforts, however, to process all grievances during non-work hours.
- (c) The Lodge employee official shall cease unauthorized activities immediately upon the request of the Chief.

ARTICLE 4

Rules and Regulations

The University shall have the right to make, amend, change and enforce rules and regulations not inconsistent with the specific terms of this Agreement.

ARTICLE 5

Non-Discrimination

The University and the Lodge agree that there will be no discrimination against employees for reasons of race, creed, color, sex, age, national origin, or handicap (if the individual is a "qualified handicapped" person).

ARTICLE 6

Grievance Procedure

A grievance is a dispute over the interpretation, application or alleged violation of the Agreement. Pending a decision on a grievance, management's order shall be followed as given with regard to the officer(s) involved. Any officer who desires representation at any level above Step 1 of this grievance procedure, may upon request, have such representation present provided the aggrieved officer is also present.

A. **Time Limits**

It is important that complaints and grievances be processed as quickly as possible at each administrative level. The number of days indicated herein at each level should be considered as a maximum. The time limits specified may, however, be extended by

mutual agreement between the University and the officer or his/her designated representative.

If a grievance is not presented within seven (7) calendar days of its occurrence or seven (7) calendar days of when the officer became aware of its occurrence it shall be considered not to have existed. In the event that Management does not respond to a grievance within the specified time limits, the grievance may be appealed to the next step of the grievance procedure.

Days as used herein, means all days, exclusive of recognized holidays.

B. Steps

Step 1: The officer shall take up his/her complaint or grievance with the officer's immediate supervisor, i.e., the Sergeant so designated. The supervisor shall attempt to adjust the matter and shall respond to the officer within seven (7) calendar days.

Step 2: If the grievance has not been settled, it may be presented in writing to the Chief within seven (7) calendar days after the immediate supervisor's response is due.

The aggrieved or the Chief or his designee shall render a decision in writing to the officer within seven (7) calendar days following the meeting, or receipt of the written grievance, whichever occurred later.

A copy of the Chief's decision is to be sent to the Sr. Director of Human Resources or his/her designee and the Lodge.

Step 3: If the grievance still remains unadjusted, it may be presented in writing to the University Sr. Director of Human Resources or his/her designee within seven (7) calendar days after the response of the Chief is due.

The aggrieved or the Sr. Director of Human Resources or his/her designee may request a meeting to discuss the written grievance appeal for Step 2 to Step 3. If such a meeting is requested, it shall be held within seven (7) calendar days following the receipt of the written grievance appeal by the Sr. Director of Human Resources or his/her designee.

The Sr. Director of Human Resources or his/her designee shall render a decision in writing to the officer within seven (7) calendar days following the meeting or receipt of the written grievance, whichever occurred later.

A copy of the Sr. Director of Human Resources or his/her designee's decision shall be forwarded to the Lodge.

In the case of discharge or suspension, where a pre-disciplinary conference has been conducted before the Sr. Director of Human Resources or his/her designee, all steps of the Grievance Procedure will be considered exhausted as of the date of discharge/suspension and the Lodge may request arbitration, thereafter, in accordance with the arbitration provisions of the Article.

C. Arbitration

Any grievance which is not resolved through the grievance procedure may, at the request of the Lodge, be submitted to arbitration. Notice of the request for arbitration must be served on the University in writing, within forty-five (45) calendar days from the date on which the Lodge received the Sr. Director of Human Resources' Step 3 decisions, or within seven (7) calendar days following the next regular Lodge meeting after receipt of the Step 3 decision, whichever is sooner.

Any notice for arbitration shall contain a written statement setting forth the complaint in detail and the provision, terms or conditions of this Agreement, which the Lodge believes, have been violated. This statement shall serve as the basis for the proceeding in arbitration, and shall be served on the University's Sr. Director of Human Resources along with the request for arbitration.

Upon requesting arbitration, the Lodge shall notify the Cincinnati Office of the American Arbitration Association, and request that a panel of seven (7) arbitrators be forwarded to the Lodge and to the University's Sr. Director of Human Resources. The Lodge shall instruct the American Arbitration Association that each member of the panel shall have an office in Ohio, Indiana, or Kentucky. Thereafter, the Arbitrator shall be selected in accordance with the rules of the American Arbitration Association, and the arbitration hearing shall be conducted in accordance with such rules.

The decision of the Arbitrator shall be final and binding upon the parties hereto as to all matters within his/her jurisdiction and scope of authority.

The Arbitrator shall have only the authority to interpret, apply or determine compliance or non-compliance with the provisions of the Agreement and exhibits thereto. The Arbitrator shall not have the authority to add to, subtract from, modify or alter any of these terms. The Arbitrator shall be limited in his/her authority to a review and determination of the specific grievance submitted to arbitration.

Each party shall bear the expense of preparing and presenting its own case. The cost of the arbitrator, stenographic recording, and hearing room shall be borne equally by the parties.

ARTICLE 7

Labor/Management Committee

In the interest of furthering harmonious relations, a joint committee of not more than six(6) members, half from management and half from the bargaining unit, will convene at the request of either labor or management, but not more than once every three months for purposes of discussing work related issues. Management members shall be selected by management and officer police members shall be selected by the Lodge. Such meetings shall be arranged in advance and/or will convene at a time convenient to both parties. Such meeting shall be advisory, discretionary, non-binding, and not subject to the provisions of the grievance procedure. An agenda of items for discussion will be

submitted at the time the conference is request. Additional matters may be introduced by either side during such meetings. Either party may terminate a meeting at any time, and any agreement made during a labor/management committee conference shall be reduced to writing.

ARTICLE 8

Work Practices

- A. The calendar workweek is a period of seven (7) consecutive days commencing at 12:01 a.m. on Saturday and ending at midnight on the following Friday.
- B. A regular workweek shall consist of four (4) days, ten (10) hours in length, during the calendar workweek. The actual schedule of hours and days to be worked by officers, along with reporting locations, shall be determined by management in accordance with the regular workweek. Schedules and locations may be changed from time to time, and the regular workweek may be temporarily adjusted, if needed to meet the requirements and needs of the University. The above reference to regular workweek does not guarantee a forty (40) hour week.
- C. Officers shall be expected when necessary, to perform overtime work as assigned, whether on a call-in, hold-over, or scheduled overtime basis. Management will determine what constitutes an overtime opportunity. If the management of the Police Department is aware of the need for overtime work eight (8) or more calendar days in advance of the date on which the need for overtime is required, the management of the Police Department shall post for sign-up on a voluntary basis. The posting shall be removed three (3) calendar days in advance of the date on which such overtime is required. Full-time officers will be given preference for voluntary overtime assignments. In the event there are insufficient volunteers for the overtime, and in those cases where no posting is made because of the fact that the management of the Police Department has less than eight (8) calendar days advance knowledge of the need, the management of the Police Department may assign officers to work the overtime required.
- D. Work schedules shall be posted five (5) days in advance. Once posted, change in an officer's schedule shall be avoided, except in case of emergency, and except as required by Paragraph E below. Where such changes are made without five (5) days advance notice, except as a result of Paragraph E, below, the officer shall be paid at the rate of time and one-half (1/2) his/her regular, straight time rate of pay for those hours worked outside originally scheduled hours. This shall not prevent, however, required connecting overtime and/or call-out.
- E. When permanent vacancies occur in those work schedule assignments in place as of the effective date of this Agreement, or when changes in such assignments are otherwise required, officers within the affected classification(s) will be permitted to bid on the newly available assignments in order of seniority. Subject to necessary qualifications, assignments will be made to such vacancies in accordance with seniority preferences.

- F. An officer who is required to work a detail outside of his/her regularly scheduled work hours shall receive four (4) hours work, or four (4) hours pay in lieu thereof, provided the assigned detail ends more than two (2) hours before the beginning of a regular work shift, or begins more than two (2) hours after the end of a regular work shift. If the assigned detail begins or ends within two hours of a regular shift, the officer shall work through so the hours are connecting and will be paid only for the hours s/he actually works. Events attended by members of the department's Community Relations Team as part of their community relations assignment are considered required details for the purposes of this provision.
- G. Any officer assigned to act as in charge and working a minimum of one (1) hour in charge, will be paid a seven percent (7%) premium for all hours so serving.
- H. All hours in excess of forty (40) straight time hours in a calendar workweek shall be paid at time and one-half (1/2) the officer's regular straight time rate of pay. Straight time hours actually worked, compensatory time, vacation, sick leave, and holidays count toward the forty (40) hours break over point for overtime.
- I. A certified Field Training Officer (FTO) assigned to train a new officer shall, upon completion of the training assignment and all required documentation receive a lump sum payment of \$350.00 providing the FTO has worked at least 120 hours with the trainee.

New officers are normally assigned to each FTO for at least 160 hours. In the event the trainee misses any of those hours due to sickness, approved leave, or an alternative assignment, the trainee's assignment to that FTO will be extended by the number of hours missed.

Selection for Field Training Officer certification and subsequent training assignments as well as selection for the Community Relations Team will be made at the discretion of management and shall not be subject to the grievance provision of this contract.

Officers acting simultaneously as both FTO and OIC shall be eligible for both the OIC premium as well as the lump sum payment.

- J. Officers will be compensated for travel time in accordance with state and federal laws. Any officer who engages in travel for the benefit of the University shall be considered "on duty." In instances where overnight accommodations are provided and an officer elects to commute, the officer will not be compensated for the commute time nor will the officer be considered "on duty."

ARTICLE 9

Holidays

- A. Each officer covered by this Agreement shall be entitled to eight (8) hours of pay for ten (10) paid holidays per year. The holidays shall be New Year's Day (January 1), Martin Luther King Day (third Monday in January), Presidents' Day (third Monday in February), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Columbus Day (second Monday in October), Veterans Day (November 11), Thanksgiving Day (as declared by President), and Christmas Day (December 25). Any officer who is scheduled to work a week of four (4) ten (10) hour days during a holiday week (one work day being the holiday) and who actually works his/her full schedule of forty (40) hours within the four (4) scheduled days during such week shall be paid at the rate of time and one-half (1 ½) his/her regular straight time rate of pay for all hours actually worked on a fifth (5th) day of such week.
- B. Each holiday shall be observed on the date noted in Paragraph A, above.
- C. Officers scheduled or required to work on a holiday shall be paid one and one-half (1 ½) times their regular straight time hourly rate for all hours worked, plus eight (8) hours of holiday pay at their straight time hourly rate of pay. To the extent permitted by law, compensatory time may be granted, at the officer's request, in lieu of overtime pay, for hours actually worked on a holiday.
- D. All hours worked on a holiday shall be excluded from other work hours for the purpose of calculating weekly overtime.
- E. An officer who is on vacation leave at the time a holiday is observed by the University shall be paid holiday pay as described herein in lieu of vacation hours.
- F. To be eligible for holiday pay (i.e., the eight (8) hours pay for not working) an officer must work all assigned hours on the holiday. He/she must also work his/her last scheduled workday prior to the holiday, and his/her first scheduled work day after the holiday unless excused there from by reason of illness or other proven event beyond the officer's control.
- G. An officer who is on leave of absence, furlough, layoff, unauthorized absence or other leave at the time of a holiday shall not be eligible for holiday pay.
- H. Management will work with the Lodge to determine which officers shall be assigned holiday work. These determinations will be made in a fair and equitable manner and will occur after the period in which the annual and vacation schedules are set; typically in October/November. Levels of holiday staffing will be determined by management.

ARTICLE 10

Vacation

- A. Vacation with pay shall be earned according to the following formula:
- Less than eight (8) years seniority – 3.1 hours per bi-weekly pay period
- More than eight (8) years but less than fifteen (15) years seniority – 4.6 hours per bi-weekly pay period
- More than fifteen (15) years but less than twenty-five (25) years seniority – 6.2 hours per bi-weekly pay period
- More than twenty-five (25) years seniority – 7.7 hours per bi-weekly pay period.
- Vacation with pay is earned only during payroll periods in which the officer is on active pay status.
- B. No vacation may be taken until the officer has completed one (1) year of Ohio public service employment. Thereafter, vacation may be taken subject to advance approval.
- C. The availability of dates and number of officers permitted on vacation at any give time shall be determined by the University.
- D. Within each vacation group (Watch) preference for vacation time shall be based on seniority. However, in November of the preceding year, an opportunity will be given to select vacation periods for the next calendar year, on a seniority basis, and any period so selected shall be protected from later displacement by a more senior officer. Vacation requests thereafter shall be granted to the extent consistent with Department operations on a first request basis.
- E. Vacation entitlement may be accumulated to a maximum of 78 times the number of hours which the respective officer may earn per bi-weekly pay period under the formula set forth in Paragraph A, above.

ARTICLE 11

Leave of Absence

- A. Application for leave of absence will be granted or denied as follows:
- (1) Military (as required by statute);
 - (2) Disability – Any officer who exhausts all sick leave benefits to which he/she is entitled, but who remains disabled, shall, upon written request

prior to having exhausted such sick leave benefits, be entitled to an unpaid leave of absence of up to 365 calendar days, to the extent necessary and supported by medical commentary acceptable to the University. Upon return from disability leave of absence, the officer will be reinstated to his/her same classification.

- B. An officer on leave of absence is on inactive status for all benefit purposes, except as otherwise provided by the Ohio Revised Code Section 5923.5, and except that insurance benefits shall be maintained during the first six (6) months of a disability leave of absence.

ARTICLE 12

Insurance

The University shall provide to the officers the group insurance plan (hospitalization, basic medical, major medical, dental, life, accident and dismemberment and long-term disability, and flexible spending account programs) presently provided to non-bargaining unit employees of the University. During the effective period of this Agreement, the same or similar plan or group of plans will be provided by the University, but changes made in the plan which affect non-bargaining unit employees will also extend to the employees covered herein. However, the University reserves the right to change the present or successor insurance carriers, and to designate an alternate carrier, or carriers, of its own choice in lieu thereof.

ARTICLE 13

Seniority

- A. Seniority shall be defined by rank, then by total length of service in that rank. Time served in a higher rank also counts as time served in a lesser rank.
- B. An officer shall have no seniority during his/her probationary period. Upon completion of the probationary period, seniority shall be retroactive in two ways:
 - 1) For the purposes of the University benefits seniority shall be retroactive to the officer's most recent date of hire into the police department. For the purposes of vacation accrual only, service with all State and Municipal agencies shall be counted.
 - 2) For all other applications of seniority, seniority will be retroactive to include all prior time served in current rank.
- C. Seniority shall be broken and terminated only when an officer:
 - 1) Quits;
 - 2) Is discharged;
 - 3) Is laid off for a period of more than thirty-six (36) consecutive months;

- 4) Fails to return to work at expiration of leave of absence and in accordance with the terms of such leave.
- D. Seniority and police service (as defined in the job enrichment program) do not continue to accumulate during unpaid leaves beyond the first thirty (30) calendar days unless the officer is receiving Workers Compensation or is serving on active duty in any branch of the U.S. military.

ARTICLE 14

Layoff and Recall

In the event the University decides to reduce the work force, officers will be laid off in accordance with this procedure:

- A. The University shall determine which classification(s) is to be reduced and the number to be reduced in such classification(s).
- B. Probationary officers in the classification(s) to be reduced shall be laid off before officers with seniority are laid off.
- C. The officer in the classification to be reduced with the least seniority will be laid off first and so on until the total number of officers to be laid off in the classification(s) have been reached.
- D. An officer laid off from his/her classification may exercise seniority rights to displace the least senior officer in the next lower classification in his/her classification series if such person is a less senior officer.
- E. If an officer who is laid off from his/her classification is unable to exercise seniority rights for lack of seniority, or if he/she chooses not to exercise seniority rights he/she shall be laid off from the University.
- F. If the University decides to increase the work force or fill vacancies in classifications from which officers are on layoff, laid off officers will be recalled in reverse order to that in which they were laid off; provided that such officer has not been continuously laid off from the University for more than twelve (12) months.
- G. A laid off officer shall retain seniority rights for recall twelve (12) months from his/her date of layoff, after which all seniority and recall rights shall be forfeited.

ARTICLE 15

Discipline and Demotion

Any discharge, demotion, suspension, or other disciplinary action shall be for just cause. However, it is mutually understood that each new officer is on probationary employment status until he/she has accumulated twelve (12) months seniority and is subject to discharge, at any time during such probationary period, at the discretion of the University. Any discharge of a probationary officer shall not be subject to the grievance provision of this Agreement and shall not be subject to appeal or recourse to any other agency, institution, or forum.

Upon promotion to a higher pay rated classification, the officer is on promotional probationary status for a period of twelve (12) months. During such probationary period, at the discretion of the University, he/she may be returned to his/her former classification. Such return to the former classification shall not be subject to the grievance provision of this Agreement and shall not be subject to appeal or recourse to any other agency, institution, or forum.

After a disciplinary entry has appeared in an employee's personnel file for more than two (2) years, it shall be removed if the employee or the employee's department head requests such removal and the University's Senior Director of Human Resources concurs.

ARTICLE 16

Fee Waiver, Parental Leave, Travel Pay and Sick Leave

The current University regulations and policy on Tuition Fee Waiver, Parental Leave, Travel Pay and Sick Leave for the benefit of bargaining unit employees and their dependents, as the case may be, shall remain in effect through the term of this Agreement.

ARTICLE 17

Promotion

- A. All vacancies in the position of Police Officer shall be entry level positions and may be filled by the University as it deems proper.
- B. Assignment as a detective will normally be for a specific length of time, either twenty-four (24) months or one (1) academic year (August 1 – April 30), as stipulated in the posting. Should exigent circumstances exist that would necessitate a detective's assignment being extended or shortened, such action will require mutual agreement between management and the Lodge. Temporary assignments to investigations for shorter periods of time may be made as necessary.

The number of detective assignments available will be determined by management.

Assignment to a detective position will be made using the following process: The vacancy will be announced for a minimum of five (5) days and interested candidates will submit letters of interest to the detective sergeant. Applicants will be interviewed by a three (3) member panel. The panel will recommend the candidate to the Chief of Police. The Chief of Police will make the final determination.

In selecting an officer for a detective assignment, consideration will be given to such factors as length of police service, voluntary training completed or requested in criminal investigations, exceptional written and verbal communication skills, satisfactory work history, etc.

Prior assignment to a detective position will not preclude an officer from seeking another assignment; however, preference will be given to qualified officers who have not previously served as a detective.

Probationary officers are not eligible to seek an assignment as a detective.

Management reserves the right to assign officer(s) to a detective's assignment in the event that no one applies when a vacancy is posted.

Involuntary removal from a detective assignment prior to the specified end date shall only be for just and proper cause, and is thus subject to the grievance provision of the Agreement.

Officers assigned as a detective will receive a premium of \$0.50 per hour added to their base pay for the duration of the assignment. Once the detective assignment has ended, the officer will no longer be entitled to the premium pay.

ARTICLE 18

No Strike and No Lockout

The Lodge agrees that during the term of this Agreement, neither the Lodge, nor its agents, nor its members nor any member of the bargaining unit, individually or collectively, will authorize, instigate, aid, condone, encourage, or engage in any work stoppage, slowdown, strike, picketing, sit-down, boycott, stand-in, sick-out or other suspension or interference with the work, business or operations of the University, including but not limited to sympathy strikes or slowdowns. The University agrees that during the same period there shall be no lockouts.

In order that the intent and purpose of the Article may be effectively executed, the Lodge agrees that the University may take disciplinary action, including discharge, against any officer who may violate the foregoing provisions of this Article.

Should any of the activities prohibited by this Article occur, the Lodge and its officers, agents and members shall be obligated to take all necessary affirmative steps to terminate such activity. This shall include any obligation to deliver written instructions to each officer involved in such activity. It shall also advise the officer(s) that continuation of such activity may result in discharge. Such notice shall be delivered to the officer(s) within twenty-four (24) hours of a request for same by the University.

Each possible penalty and/or remedy referenced in this Article shall be in addition to those available under Ohio Revised Code, chapter 4117 and/or common law.

ARTICLE 19

Entire Agreement

It is expressly recognized by the Lodge that during bargaining toward this Agreement it had the full and unbridled right and ability to negotiate with respect to every subject on which bargaining is mandatory. Therefore, this Agreement constitutes the entirety of the agreement between the parties, and during the term of the Agreement, the Lodge expressly waives the right to bargain with respect to any and all subjects, whether or not such subjects are specifically treated in the Agreement.

It is further agreed that this Agreement supercedes and exists to the exclusion of any and all provisions, language, procedures, and subject matters applicable to public employees in Chapter 124 of the Ohio Revised Code and/or the rules of the Ohio Department of Administrative Services. Equally inapplicable to employees covered by this Agreement are any and all provisions of the Ohio Revised Code dealing with wages, hours, compensation or other terms or conditions of employment.

It is further agreed that any and all disputes or grievances involving the interpretation or application of this Agreement, excluding employee discipline, shall be processed and resolved by means of the grievance procedure established in the Agreement. No such disputes or grievance shall be appealable to or otherwise brought before the State Personnel Board of Review, the Department Administrative Services, or any other forum. Only employee discipline may be made to the Board of Review as provided in Article XIV.

Nothing contained in this Agreement shall interfere with any statutory right an employee may have to workers' compensation, unemployment compensation, and retirement benefits.

ARTICLE 20

Personal Leave

Effective with the payroll period in which July 1 of each year falls, officers will have accrued sick leave hours converted to leave hours in accordance with the following conversion schedule:

<u>Accrued Sick Leave Hours</u>	<u>Eligible Personal Leave Conversion Hours</u>
0-79 hours	0
80-359 hours	10
360-719 hours	14
720-959 hours	18
960-1199 hours	22
1200 hours or more	26

Personal leave hours may be used during the year following the conversion, through the end of the pay period during which June 30 falls. In the event that an individual does not utilize all his/her personal leave hours by June 30, any remaining hours will be converted back to sick leave hours. Personal leave hours are not eligible to be paid as terminal pay in the event of resignation, retirement or death. When utilizing personal leave hours, the Time Turn-Around Document should be completed using personal leave as the earning type.

ARTICLE 21

Savings

If any provision of the Agreement is found to be unlawful by any court of law, or invalid by any tribunal of competent jurisdiction, that provision will be automatically terminated, but all other provisions of the Agreement will continue in full force and effect. The parties agree to reopen negotiations for the purpose of negotiating lawful and valid alternative language of that provision found to be unlawful or invalid.

ARTICLE 22

Dues Deduction

The University agrees to deduct and remit to the Lodge periodic dues, initiation fees, and assessments of members of FOP Lodge 38 upon presentation of written deduction authorization by the member of the bargaining unit. It is agreed that the written deduction authorization specified shall be irrevocable for the term of this Agreement and that said authorization shall stipulate that the same is irrevocable for the term of this Agreement and that thereupon the University will treat the same as irrevocable during the term of this Agreement irrespective of any attempts to negate said authorization. Should any member of the bargaining unit not become a member of the bargaining unit or upon ratification of this Agreement, the University upon written request and certification by the Lodge as to the facts will deduct a fair share from said

member's pay pursuant to and by virtue of the authority provided in the Ohio Collective Bargaining Law. The Lodge agrees that any such fair share officer will be fully represented by the Lodge the same as if he or she were a member of the Lodge and will be entitled to attend and participate in any meeting involving only the bargaining unit, will be entitled to vote on the contract with the University as well as any and all contract matters or provisions in the same manner as are members of the FOP Lodge No. 38.

ARTICLE 23

Classification and Pay Program

A. Pay Structure

The pay structure consists of one (1) base rate for cadets, and a pay range consisting of a minimum and maximum for officers. The pay plan recognizes experience/performance, formal education and job-related training (job enrichment). There are two (2) classifications: Cadet and Police Officer. A Police Cadet is a sworn officer who has not completed basic training. A Police Officer is a law enforcement professional who successfully completed basic OPOTC training.

B. Annual Increases and Pay Ranges

An officer whose most recent evaluation is satisfactory shall qualify for a merit increase. An employee hired by April 1 qualifies for a merit increase, provided his/her performance has been satisfactory. Cadets must perform satisfactorily per the Academy Commander to qualify for a merit increase. Merit increases shall take effect at the beginning of the payroll period that includes July 1.

Within the framework referenced above, effective December 29, 2007, the bargaining unit will be entitled to receive a 3% merit increase. Effective with the first day of the payroll period including July 1, 2008, and July 1, 2009 the bargaining unit will be entitled to receive a 2.5% merit increase. In the event that non-bargaining unit classified staff receive across the board pay increases in excess of 2.5%, the same percent increase will apply for bargaining unit employees.

Officers who are employed at the time the Collective Bargaining Agreement between Miami University and Fraternal Order of Police Lodge #38 is ratified, will be eligible for a \$1,000 signing bonus to be paid on the next available payroll.

The pay range minimums and maximums will increase by the same percentage as the annual merit increase. Effective July 1, 2007, the pay ranges are as follows:

Classification	Minimum	Maximum
Police Officer	\$19.49	\$29.09
Cadet	\$16.56	\$16.56

C. Experience/Performance Increase

All Police Officers who qualify for a merit raise will receive an experience/performance increase on the effective date of the merit raise. The increase will be in accordance with the following table of service as a police officer:

Years of Qualified Police Service	Experience/Performance Designation	% Increase
Less than one year of experience	EP1	No increase
At least one (1) year, but less than two (2) years experience	EP2	6% increase hired on/after 7/1/2007 9% increase hired prior to 7/1/2007
At least two (2) years, but less than three (3) years of experience	EP3	6% increase hired on/after 7/1/2007 9% increase hired prior to 7/1/2007
At least three (3) years of experience	EP4	6% increase hired on/after 7/1/2007 9% increase hired prior to 7/1/2007
At least eight (8) years of total experience which includes five (5) years of Miami University police experience	EP5	2% increase for employees hired prior to 7/1/2007
At least twelve (12) years of total experience which includes nine (9) years of Miami University police experience	EP6	2% increase for employees hired prior to 7/1/2007

D. Formal Education

Police Officers may receive additional compensation for the attainment of formal education. Compensation for educational levels is as follows:

- Officer who has successfully earned an associates degree, or at least 64 semester hours of college credit will receive a 1.8% increase.

- Officer who has successfully earned a bachelors degree or 128 hours of college credit will receive a 1.8% increase.

Note: *All college credit must have been earned for courses completed while enrolled at an accredited institution of higher education and must be verified by an official copy of the college transcript. Any officer who earns sufficient college credit to qualify for an increase must submit an official copy of his/her transcript to the Chief of Police. Educational adjustments will be effective at the beginning of the pay period following receipt of proper documentation.*

E. Lateral Entry

An officer who is employed as a full or part-time, sworn police officer at another state, county, or municipal police agency at the time of hire by MUPD will receive credit for his/her experience in determining the starting rate of pay. Credit will not be given for military police experience, auxiliary or volunteer experience, experience that preceded a break in service of more than one (1) year, or experience earned entirely as a probationary employee.

Credit will be awarded using the table in section C of this article, with the number of years of full-time experience determining the experience/performance increase the officer will receive. An officer with prior part-time experience will receive credit only if s/he worked an average of 64 hours per month in a paid position, and was permitted to work alone. In such cases, experience credit will be assessed by halving the number of months of part-time service, then using the table listed in section C. In all cases, six (6) months will be deducted from part-time lateral entry credit, and three (3) months from full-time lateral entry credit, to allow for initial training.

After determining a lateral entrant's performance/experience increase, s/he will receive additional compensation based upon his/her level of formal education.

F. Job Enrichment Program and Promotion-In-Place

The purpose of the job enrichment program is to reward officers for participating in on-going, specialized job-related training. Rewards include lump sum bonuses and promotions-in-place that can be earned in accordance with the following rules:

1. Only those in the classification of Police Officer are eligible.
2. To qualify for credit under the job enrichment program, training must meet all of the following criteria (*the Chief of Police will be the final authority for determining what is qualified training*):
 - Have specific relevance to police work in our environment
 - Have been voluntary, not mandatory
3. Individual officers are responsible for providing a copy of qualified training certificates to the Chief or his/her designee after completion of training. Credit will not be assessed automatically.

4. Each hour of qualified training will receive one (1) job enrichment point.
5. For every forty (40) job enrichment points, an officer is eligible to receive a lump sum bonus award of \$400, provided the most recent evaluations is satisfactory. The bonus will be effective at the beginning of the pay week following certification of eligibility.
6. A probationary officer is not eligible to receive a lump sum bonus. Any awards for which a probationary officer qualifies will be paid upon successful completion of probation.
7. Lump sum bonus awards are limited to one (1) per calendar year.
8. Officers who accrue more than forty (40) job enrichment points in one year may “bank” the additional points toward subsequent bonus awards. Thus, accruing eighty (80) job enrichment points in one year would qualify an officer for an immediate bonus award, and a second bonus award after the next January 1.
9. A non-probationary officer who accrues the necessary number of job enrichment points, has satisfactory performance on his/her most recent evaluation, and meets the service requirements may apply for a promotion-in-place. A promotion-in-place will be effective at the beginning of the pay period following certification of requirements. The qualifications for a promotion-in-place effective on or after July 1, 2007 are listed below:

Job Enrichment Points	Years of Miami University Police Experience	% Pay Increase
160	One (1)	3.6%
240	Four (4)	4.0%
320	Seven (7)	4.0%

10. Current officers who obtained training prior to being employed by Miami University, may receive up to 50 points credit for prior training. The training must have taken place on or after July 1, 2002. Any new officer hired after July 1, 2007, may receive up to 50 points credit for prior training. The training must have taken place within the five (5) year period prior to being hired by Miami. Job enrichment points obtained prior to being employed by Miami University may not be used toward the job enrichment lump sum bonus.
11. Promotions-in-place attained prior to July 1, 2007, are grandfathered under the prior bargaining agreement.
12. Officers will be provided the opportunity to participate in the Miami University PRIDE Award program.

ARTICLE 24

University Service Supplement

An officer who has at least ten (10) years of employment with Miami University, exclusive of student employment, prior to December 1 each year, will be eligible for a lump-sum pay supplement. This longevity service supplement will be paid during the latter part of December to officers in active pay status as of December 1. This pay supplement will be subject to retirement contributions and applicable federal, state and local taxes. For the duration of this Agreement, the amount of the University Service Supplement will be equal to one percent (1%) of the officer's annualized salary as of December 1 of each year.

ARTICLE 25

Repayment of Training Expenses

The University may require, as a condition of hiring, that any Cadet candidate will be required to repay all or a portion of his/her tuition for the Police Academy, paid by the University in the event such candidate thereafter voluntarily terminates his/her employment with Miami University during the two (2) years following certification as a police officer. Similarly, any officer who receives Emergency Medical Responder training at the University's expense shall be required to repay the University for such expense in the event such officer voluntarily terminates his/her employment with the University during the two (2) years following the certification. Such repayment shall be subject to the following limitations:

1. In the event the officer voluntarily terminates employment within one (1) year of certification, the officer will be required to repay the entire cost of tuition within 30 days of the effective date of resignation.
2. In the event the officer voluntarily terminates employment after one (1) year but within two (2) years of certification, the officer will be required to repay fifty percent (50%) of the cost of tuition within thirty (30) days of the effective date of resignation.

ARTICLE 26

Health and Safety

The University will provide, at no cost to the officer, the following vaccination series and screenings;

- a. Hepatitis-B vaccination series, not to exceed one (1) series of vaccinations.
- b. Tuberculosis screening, not to exceed more than one (1) screening during a four (4) year period.
- c. HIV testing to officers who are exposed, while in the course of employment with Miami University, to blood or other potentially infectious materials as defined by OSHA in CFR 1910.1030 Bloodborne pathogens, not to exceed more than two (2) screenings in a one (1) year period.

All vaccinations and screenings are voluntary and will be performed at Student Health Services or agency with which the University contracts services.

Miami University is committed to ensuring the fair opportunity for injured workers to return to productive work assignments in a timely manner, while encouraging their ongoing healing process. To that end, Miami University will follow its Transitional Work Program to return officers to work. Due to the fact that light duty police work seldom occurs, priority will be given to those officers injured on the job. The determination of the availability of transitional work will be at the sole discretion of management.

ARTICLE 27

Performance Evaluation

MIAMI UNIVERSITY POLICE DEPARTMENT
Employee Performance Report

Employee: _____		Rank: _____					
MUPD Service: _____							
Rating Period Beginning:		<input type="checkbox"/> Summer	<input type="checkbox"/> Winter	<input type="checkbox"/> Special	Year _____		
Category	Not Applicable	Does Not Meet Minimum Standards Of Performance	Meets Minimum Standards But Needs To Show Improvement	Meets Standards of Performance	Exceeds Standards of Performance	Far Exceeds Standards of Performance	Comments
Community Relations							
1. Handles public contacts with professionalism	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2. Displays positive attitude toward job	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3. Willing to assist public in non-traditional ways	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4. Employs creative problems solving	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
5. Responsive to community needs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Departmental Relations							
1. Works well with co-workers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2. Works well with supervisors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3. Takes initiative in the workplace and helps out when needed	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4. Seeks to resolve performance issues promptly	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
5. Shows leadership skills and ability to train/guide others	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Personal Conduct							
1. Arrives punctually, prepared for work	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2. Well groomed and professional in appearance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3. Attendance and use of sick leave meet department standards	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4. Works fair share of overtime, scheduled and unscheduled	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
5. Participates in training and job enrichment opportunities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Policies and Procedures							
1. Knowledge of department SOP	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2. Conforms to department SOP	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3. Seeks supervisory guidance when appropriate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4. Follows instructions/performs assigned tasks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
5. Adheres to chain of command when addressing issues	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
General Productivity (Not Applicable to Dispatchers or Cadets)							
1. Arrests	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2. Uniform traffic citations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3. Initiated activity	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4. Reports	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
5. Community Oriented Policing contacts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Overall Evaluation:							
Rated By: _____		Date: _____					

Reviewer's Comments:

Reviewed By: _____ Date: _____

I agree with this report
 I disagree with this report (comments on back)

Employee Signature: _____ Date: _____

MIAMI UNIVERSITY POLICE DEPARTMENT
Employee Performance Guidelines

Introduction

The Miami University Police Department sets high standards for the performance of its' Employees. The Employee Performance Report was developed to measure each employee's performance relative to that standard, and provide useful feedback for improvement. The immediate supervisor of all classified police employees completes the report every six (6) months, or as necessary for Special Evaluations. Employees are expected to use the report to refine their job performance and improve their service to the community.

Rating System

The Employee Performance Report uses a comparison to standard system composed of five (5) ratings. Each rating is explained below:

Rating	Description
Does Not Meet Minimum Standards of Performance	The employee's performance is unacceptable, falling below even minimum standards in most aspects of the rated category. Immediate action should be taken by the employee to improve his/her performance
Meets Minimum Standards But Needs To Show Improvement	The employee's performance is in need of improvement. Some aspects of the rated category may meet department standards, but others do not.
Meets Standards of Performance	The employee's performance meets or exceeds the department's expectations. The employee is performing at 100% or more all the time in the rated category.
Exceeds Standards of Performance	The employee's performance exceeds the department's expectations. The Employee is performing at well over 100% most of the time in the rated category.
Far Exceeds Standards of Performance	The employee's performance significantly exceeds the department's expectations. The employee is performing at well over 100% all the time in the rated category.

When completing the Employee Performance Report, supervisors must provide clear and concise comments of explanation for all rated categories in which the employee's performance is evaluated as "Does Not Meet Minimum Standards of Performance",

“Meets Minimum Standards But Needs To Show Improvement”, or “Far Exceeds Standards of Performance”. Comments should be written in such a way as to make it clear to the employee what action is required to improve his/her performance to an acceptable level.

Rating Categories and Expectations

The Employee Performance Report is divided into five (5) categories, each of which has five (5) specific rating areas. The categories, rating areas, and expectations to receive a Meets Standards of Performance are as follows:

- *Community Relations – measures an employee’s ability to work with and within the community.*
 1. Employees are expected to handle public contacts politely, courteously, and with professionalism. Employees should listen and, if possible, respond to citizen needs.
 2. Employees should convey a positive attitude toward the public, not appearing bitter or disaffected, regardless of what personal matters may be affecting them.
 3. Employees are expected to “go the extra mile” in dealing with the public by providing non-traditional assistance. Examples might include helping a stranded motorist push his/her car off the road, or giving him/her a ride to a gas station if s/he ran out of gas.
 4. Employees should solve problems creatively. For example, working with a corridor to prevent damage in their hall if arresting the perpetrator may not be a likely solution.
 5. Employees are expected to listen to community feedback and take steps to address issues raised. Examples might include recommending placement of new traffic signs or better lighting.

- *Departmental Relations – measures an employee’s ability to work with and within the department.*
 1. Employees are expected to cooperate with co-workers and function as members of a team. Employees should not constantly complain about and to other employees.
 2. Employees are expected to cooperate with supervisors. They should communicate effectively, in an appropriate manner, and not create undue difficulty.
 3. Employees should be willing to help other employees when appropriate, and are expected to take the initiative in such cases, rather than having to always be asked for help.
 4. Employees should listen to feedback and concerns, and attempt to resolve any job performance problems. Employees are expected to take ownership of their mistakes instead of blaming others.
 5. Employees should be good leaders by helping guide less senior employees in positive ways. Employees are expected to share their knowledge with others, when appropriate.

- *Personal Conduct – measures an employee’s performance with respect to conduct issues.*

1. Employees are expected to arrive on time for their shift, dressed in uniform (if appropriate), with all necessary equipment and prepared for duty.
 2. Employees should be well groomed, observing applicable department standards of personal appearance and uniform specifications.
 3. Employees are expected to work when scheduled, use sick leave only when necessary and within acceptable guidelines (per SOP), and take other leave only when properly approved.
 4. Employees are expected to do their share of covering unexpected absences and working scheduled overtime.
 5. Employees are expected to participate in voluntary training and make use of other opportunities to improve their job knowledge.
- *Policies and Procedures – measures an employee’s knowledge of, and adherence to, department policies.*
 1. Employees are expected to know and understand the department’s SOP.
 2. Employees are expected to conform to SOP at all times in the performance of their duties.
 3. Employees should seek guidance for clarification of SOP and job duties when needed. Guidance should be sought from proper supervisory authority.
 4. Employees are expected to complete assigned tasks in a timely manner and in accordance with the instructions provided.
 5. Employees should work up the chain of command when seeking to resolve issues, beginning with an immediate supervisor. Employees are not expected to take issues directly to command staff unless efforts to work with first line supervisors have failed. When seeking supervisory approval, employees are not to keep asking different supervisors until they receive the desired response.
 - *General Productivity – measures an officer’s performance of job-related tasks in terms of quality and consistency with other members of his/her peer group. This category does not apply to dispatchers, cadets, or other personnel not regularly assigned to patrol or investigations.*

Officers are not required to meet any statistical standard in this category; however, it is expected that performance among co-workers assigned to the same days and watch will be similar. In addition, it is expected that officers will base their actions only on probable cause or reasonable suspicion; proper documentation of what took place, and conduct in accordance with department and professional standards are also expected. Officers are to be fair and objective in the pursuit of their duties, not allowing their judgment to be influenced by inappropriate factors. When necessary, officers are expected to testify in Court in a professional manner, well prepared for their case, and having performed all appropriate follow-up.

 1. Officers are expected to make arrests when appropriate.
 2. Officers are expected to write uniform traffic citations when appropriate.
 3. Officers are expected to aggressively patrol their jurisdiction, remaining alert for criminal and traffic violations, safety hazards, suspicious activity and other matters that would warrant police intervention.
 4. Officers are expected to complete clear, concise, and thorough reports in a timely fashion.

5. Officers are expected to engage the citizens of the community they serve, including proactive contacts designed to improve communication and build community trust and respect for the department.

ARTICLE 28

Duration

The Agreement shall be effective as of July 1, 2007, and shall remain in full force and effect until midnight, June 30, 2010, and thereafter for successive periods of one year unless either party, at least sixty (60) days prior to June 30, 2010 or any subsequent June 30, shall serve written notice by registered mail on the other party of a desire to terminate, modify, or amend this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands this
February 4, 2008 (Date)

FRATERNAL ORDER OF POLICE
LODGE NO. 38

MIAMI UNIVERSITY

Jordan Yates
Diane M. Mueller
Sharon S. Burkett

John G. Lee
J. M. Allen
Katherine Stone
Carol Hauser
Bill Hauser