

The  
**By-Laws**  
of the  
**Fraternal Order of Police, Ohio Labor  
Council, Inc. Bargaining Unit**



Representing Members of the  
**Youngstown State University  
Police Department**

*Adopted June 21, 2022 by Affirmative Vote of the Bargaining Unit*

## **Table of Contents**

<b>Article 1 – Introduction</b>	<b>2</b>
<b>Article 2 – Resolution of Conflicting Language</b>	<b>2</b>
<b>Article 3 – Purpose</b>	<b>3</b>
<b>Article 4 – Membership</b>	<b>3</b>
<b>Article 5 – Conduct of Elections</b>	<b>3</b>
<b>Article 6 – Voting Procedures</b>	<b>3</b>
<b>Article 7 – Associate and Alternate</b>	<b>4</b>
<b>Article 8 – Representatives to University Committees</b>	<b>5</b>
<b>Article 9 – Collective Bargaining Agreement Voting</b>	<b>5</b>
<b>Article 10 – Amendments</b>	<b>6</b>
<b>Article 11 – Overtime Aggregate Roster Procedures</b>	<b>6</b>
<b>Appendix A – Modification History</b>	

**Article 1**  
**Introduction**

These By-Laws govern the local bargaining unit of the Fraternal Order of Police, Ohio Labor Council, Inc. (FOP/OLC) representing members of the Youngstown State University Police Department.

**Article 2**  
**Resolution of Conflicting Language**

**2.1** – In case of conflict, the Fraternal Order of Police, Ohio Labor Council, Inc. Code of Regulations and Constitution and Fraternal Order of Police, Ohio Labor Council, Inc. Rules Manual will take precedence over these by-laws,

**2.2** – In case of conflict, Ohio Revised Code, Ohio Administrative Code, or Code of Federal Regulations will take precedence over these by-laws.

**2.3** – In case of conflict, the current collective bargaining agreement between the Fraternal Order of Police, Ohio Labor Council, Inc. and Youngstown State University will take precedence over these by-laws.

**Article 3**  
**Purpose**

The local bargaining unit of the Fraternal Order of Police, Ohio Labor Council, Inc. representing members of the Youngstown State University Police Department is dedicated to the betterment of law enforcement personnel through representation of its members in collective bargaining and other labor relations matters. This organization shall:

1. Act as collective bargaining agent for members and member units.
2. Engage in collective bargaining, mediation, and arbitration, if necessary, for the purpose of improving wages, hours, and conditions of employment and advancing the rights and promoting the security of the members.
3. Unite, represent, defend, and promote the interest of all members.
4. Cooperate with other organizations interested in promoting the efficiency, professionalism and well-being of its members.

## **Article 4 Membership**

Membership in the bargaining unit is governed by the Fraternal Order of Police, Ohio Labor Council, Inc. Code of Regulations and Constitution.

## **Article 5 Conduct of Elections**

**5.1** - Election of the bargaining committee is governed by the Fraternal Order of Police, Ohio Labor Council, Inc. Code of Regulations and Constitution. Election of the FOP/OLC Associate and FOP/OLC Alternate will also take place during this election. All bargaining unit members in good standing are able to hold office and vote in elections. An affirmative vote of 50% +1 of members voting is needed to elect.

**5.2** - Within the time period prescribed in the Fraternal Order of Police, Ohio Labor Council, Inc. Code of Regulations and Constitution the FOP/OLC Associate will seek nominations for members of the bargaining committee, FOP/OLC Associate, and FOP/OLC Alternate. A separate vote will be taken for each position. Any bargaining unit member can nominate a candidate for any of the elected positions. Bargaining unit members cannot nominate themselves. Those nominated will accept or decline their nomination. The nomination period will be announced and open for 5 calendar days. Within 48 hours of the closing of the nomination period, voting will begin. The voting period will be 48 hours.

**5.3** - The bargaining committee shall consist of one sergeant, one officer, one dispatcher, the FOP/OLC Associate (ex-officio), and the FOP/OLC alternate (ex-officio). The FOP/OLC Associate will serve as the chair.

## **Article 6 Voting Procedures**

**6.1** – The voting period shall be of sufficient duration to allow each member ample opportunity to vote.

**6.2** - All voting will be by secret ballot. Official ballots shall be furnished by the FOP/OLC Associate to bargaining unit members and will be collected in a ballot box located in the dispatch center.

**6.3** - At the conclusion of the voting period the current FOP/OLC Associate, the current FOP/OLC Alternate, and a bargaining unit member not holding/running for any office will open the ballot box and compile the votes. The results of the election will be posted on the Fraternal Order of Police board in the roll call room.

**6.4** – Completed ballots will be kept for 7 days by the FOP/OLC Associate if any bargaining unit member wants to inspect them. At the end of the 7 days, the FOP/OLC Associate will destroy the ballots.

**6.5** - In the event of a tie for an elected position, the winner will be decided by coin toss by a bargaining unit member not running for office with the current FOP/OLC Associate, the current FOP/OLC Alternate, and the candidates who have tied present.

**6.6** – There shall be no mail or proxy voting.

**6.7** – The bargaining unit may use any electronic voting system furnished by the FOP/OLC central office provided it meets the requirement of being a secret ballot.

## **Article 7 Associate and Alternate**

**7.1** - The FOP/OLC Associate will act as the day to day representative of the local bargaining unit, uphold the Fraternal Order of Police, Ohio Labor Council, Inc. Code of Regulations and Constitution and these by-laws, call meetings, administer elections, etc. They will also serve as a delegate at the annual Fraternal Order of Police, Ohio Labor Council, Inc. annual meeting.

Should the FOP/OLC Associate vacate the position for any reason the FOP/OLC Alternate will be elevated to FOP/OLC Associate and an election will be held for a new FOP/OLC Alternate in accordance with Articles 5 and 6.

The FOP/OLC Staff Representative assigned to the bargaining unit may relieve the FOP/OLC Associate of their duties should they be acting in a manner that is not in the best interest of the bargaining unit. At such time the FOP/OLC Alternate will be elevated to FOP/OLC Associate and an election will be held for a new FOP/OLC Alternate in accordance with Articles 5 and 6 or the FOP/OLC Staff Representative will appoint a new FOP/OLC Associate.

**7.2** - The FOP/OLC Alternate will assist the FOP/OLC Associate in their duties and act as the FOP/OLC Associate in their absence. They will also serve as a delegate at the annual Fraternal Order of Police, Ohio Labor Council, Inc. annual meeting.

Should the FOP/OLC Alternate vacate the position for any reason an election will be held for a new FOP/OLC Alternate in accordance with Articles 5 and 6.

The FOP/OLC Staff Representative assigned to the bargaining unit may relieve the FOP/OLC Alternate of their duties should they be acting in a manner that is not in the best interest of the bargaining unit. At such time an election will be held for a new FOP/OLC Alternate in accordance with Article 5 or the FOP/OLC Staff Representative will appoint a new FOP/OLC Alternate.

### **Article 8 Representatives to University Committees**

**8.1** - When a representative from the bargaining unit is needed on a committee formed by the University in the collective bargaining agreement or otherwise, the FOP/OLC Associate will seek volunteers for such positions in accordance with the regulations of the committee.

**8.2** - If more than one bargaining unit member volunteers for a committee position, an election will be held in accordance with Articles 5 and 6. If there are no volunteers, the FOP/OLC Associate and/or FOP/OLC Alternate will represent the bargaining unit on the committee.

**8.3** – The FOP/OLC Associate or the FOP/OLC Staff Representative assigned to the bargaining unit may relieve the committee representative of their duties should they be acting in a manner that is not in the best interest of the bargaining unit.

**8.4** – Should a committee representative position become open for any reason a new representative will be selected in accordance with Sections 1 and 2 of this article.

### **Article 9 Collective Bargaining Agreement Voting**

**9.1** - When a tentative agreement is reached by the bargaining committee through negotiations with the employer, the tentative agreement shall be taken to the membership for a ratification vote.

**9.2** - The membership will be notified of the voting period 4 calendar days in advance at which time they will also be provided with a copy of the tentative agreement. The voting period will last 48 hours.

**9.3** – The tentative agreement is considered accepted unless it is rejected by 50% + 1 of members voting. If proper notification as described in these by-laws is given to vote on a tentative agreement and no one casts a vote, the tentative agreement is deemed accepted.

**9.4** - The bargaining committee will cast “yes” ballots on all ratification votes unless it is a “last, best, and final offer”. In that case, the bargaining committee can vote as they choose.

**9.5** - The voting process will be done in accordance with voting procedures set forth in Article 6.

**9.6** – The process in this article will also apply to Memorandums of Understanding, Letter of Interpretation, etc.

## **Article 10 Amendments**

**10.1** - Amendments can be proposed in writing by any bargaining unit member(s) to the FOP/OLC Associate. The FOP/OLC Associate shall then confer with the bargaining unit for any input on the proposed amendment.

**10.2** - Once a final draft of the amendment is created, the FOP/OLC Associate will submit the proposed amendment(s) to the FOP/OLC assigned staff representative and assigned general counsel.

**10.3** - Once approved, the amendment(s) will be brought before the bargaining unit for review 4 calendar days prior to the voting period. Voting will be open for 48 hours. An affirmative vote of 50% + 1 of the total members in the bargaining unit regardless of the number of members voting is required to pass any amendments to these by-laws. The voting process will be done in accordance with voting procedures set forth in Article 6.

## **Article 11 Overtime Aggregate Roster Procedures**

**11.1** - The aggregate overtime roster will rank bargaining unit members from least total amount of overtime offered to the most amount of overtime offered. The available bargaining unit member with the lowest total amount of overtime offered will be offered overtime opportunities first followed by the available bargaining unit member with the second lowest total and so on.

**11.2** - If multiple bargaining unit members have the same total number of overtime hours offered, then those members will be ranked by seniority.

**11.3** - Bargaining unit members who work overtime will be charged on the aggregate overtime roster for the actual time worked.

**11.4** - Bargaining unit members who refuse an overtime opportunity shall be charged on the aggregate overtime roster with the actual hours worked by the bargaining unit member who accepted the overtime opportunity.

**11.5** - Bargaining unit members are considered unavailable/will not be offered the overtime opportunity if the scheduled hours of the overtime opportunity fall within a time when they are already on duty, in court, working another overtime detail, etc.

**11.6** - Bargaining unit members who are on approved sick or FMLA leave will be considered unavailable/will not be offered overtime opportunities until they return to work.

**11.7** - Bargaining unit members who are on approved leaves that do not include sick or FMLA will only be unavailable/not be offered overtime opportunities for the actual hours they are on that approved leave.

**11.8** - If a bargaining unit member is offered multiple overtime opportunities whose times overlap and the bargaining unit member refuses them all, the bargaining unit member will only be charged on the aggregate overtime roster for the overtime opportunity totaling the least hours.

**11.9** - If all available bargaining unit members refuse an overtime opportunity offered and it goes unfilled, then all bargaining unit members who refused the overtime opportunity will be charged on the aggregate overtime roster for the total amount from the start time for the bargaining unit member for the event to the scheduled end of the event.

**11.10** - If the overtime callout begins within two (2) hours of the start time of the detail, the bargaining unit members who refuse the opportunity will not be charged for the refusal on the overtime aggregate roster.

**11.11** - Holiday pay is not considered overtime and will not be charged to a bargaining unit member's aggregate overtime roster total. If a bargaining unit member works/refuses overtime on a holiday separate from the shift they received holiday pay for they will be charged on the aggregate overtime roster appropriately.

**11.12** - Overtime accrued from appearances in court on behalf of the department and training (this includes acting as an officer or dispatcher mentor/trainer, attending training as assigned by the university, and instructing training for other bargaining unit members as assigned by the university) will not be charged to the bargaining unit member's aggregate overtime roster total.

**11.13** - If a bargaining unit member accepts an overtime opportunity and then refuses it within 36 hours of that bargaining unit member's scheduled start time of the overtime opportunity, then they shall be charged on the aggregate overtime roster one and one half (1.5) times the actual number of hours worked by the bargaining unit member who accepted the overtime opportunity. If no bargaining unit member accepts the detail and it goes unfilled, then the bargaining unit member will be charged on the aggregate overtime roster one half (1.5) times the total amount of hours from the start time for the bargaining unit member for the event to the scheduled end of the event.



**11.14** - The aggregate overtime roster will be completed by the FOP/OLC Associate or the FOP/OLC Alternate. A completed copy of the previous week's overtime aggregate roster will be posted in the Police Dept. Roll Call Room. A current week's overtime aggregate roster will be posted in dispatch.

**11.15** - Upon hiring of a new barraging unit member, they will be credited with the average number of hours taken from the current hours totals of all bargaining unit members in the same classification on the aggregate overtime roster.

**11.16** - On the first Sunday of January, all bargaining unit members aggregate overtime roster total will reset to zero.

**Appendix A  
Modification History**

<b>Date</b>	<b>Modification</b>
<b>12/6/22</b>	Addition of Article 11 - Overtime Aggregate Roster Procedures and 11.1
<b>5/25/23</b>	Amendment to Article 9 – Collective Bargaining Agreement Voting to reflect changes to FOP/OLC Rules Manual Amendment
<b>7/1/24</b>	Additions to Article 11 – Overtime Aggregate Roster Procedures moving all language from CBA into by-laws