

Agreement between



Wright State University

and

**The Fraternal Order of Police,
Ohio Labor Council, Inc.**



Police Officers and Police Sergeants

July 1, 2019 – June 30, 2022

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Article 1 – Agreement

WRIGHT 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 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. The University, the Union, and the members of the two (2) bargaining units (1. Sergeants; and 2. Police Officers) recognize as desirable the objective of providing superior public safety service to both the public and the students of the University.
- B. It is in the best interest of all parties to promote effective, respectful, and trusting relations between the University and the Union; and
- C. This Agreement contains the full and complete agreement between the parties for the full term of the Agreement, and concludes collective bargaining (except as provided for in the grievance procedure) for its term. Its terms and conditions supersede state law and all related specifications of state law regarding the same subject matter. Where this Agreement has not modified state law and its specifications, the University, its employees and the Union shall be subject to applicable state and federal laws and rules and regulations thereunder which pertain to wages, hours, and terms and conditions of employment for public employees and University rules and regulations promulgated or amended at any time in accordance with those laws.

This agreement supersedes all prior agreements between the parties, whether such agreements were written, or based on past practice, and constitutes the entire agreement between the parties.

Unless otherwise specifically provided in this Agreement, no changes in this Agreement shall be made unless there is written accord by and between the parties hereto to do so. Any negotiated changes, to be effective and incorporated in this Agreement, must be in writing and signed by the parties.

In the event of any riot, civil disturbance, catastrophe or natural disaster as determined by the University, all provisions of this contract may be suspended.

Article 2 – Recognition and Savings

Section 1 – Recognition. 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 classifications of Police Officer and Police Sergeant, including probationary officers, or in equivalent classifications that may replace them, hereinafter referred as member(s).

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.

In recognition of the bargaining relationship, the University and the Union agree that employees of the bargaining unit are ineligible to become elected officers or representatives of the Classified Staff Advisory Committee (CSAC), but remain eligible for all other participation.

Section 2 – Validity. Should any provisions of this Agreement or any application thereof become unlawful by virtue of any federal or state law, or pursuant to being declared invalid by an agency or court of competent jurisdiction, the remainder of this Agreement shall remain in force.

Section 3 – Reopening. This Agreement shall be considered reopened only as to those subjects which such court decisions and/or legislation requires reopening.

Section 4 – State Law. Nothing herein shall render unenforceable any item in this Agreement which supersedes applicable state law when it is permissible to do so under Ohio Revised Code 4117.10(A).

Article 3 – Management Rights

Unless expressly provided to the contrary by a specific provision of this Agreement, the University reserves and retains solely and exclusively all of its rights to manage the operation of the Police Department.

These rights shall include, but are not limited to, the right of the University to:

- A. determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs, standards of service, overall budget, utilization of technology, and organizational structure;
- B. direct, supervise, evaluate, or hire employees;
- C. determine the work assignments of its employees;
- D. maintain and improve the efficiency and effectiveness of operations;
- E. determine the overall methods, process, means, or personnel by which the operations are to be conducted;
- F. make any and all reasonable rules and regulations;
- G. suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
- H. determine the basis for selection and promotion of employees;
- I. determine the adequacy of the work force;

- J. determine the overall mission of the University;
- K. effectively manage the work force;
- L. take actions to carry out the University's mission.

The University is not required to bargain over its management decisions or on subjects reserved to management except as provided by the provisions of ORC 4117. The Union may raise a legitimate complaint or file a grievance based on the Collective Bargaining Agreement.

Article 4 – Nondiscrimination

Section 1 – Non-Discrimination. Both the University and the Union recognize their respective responsibilities for nondiscrimination 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 race, color, religion, national origin, sex, age, marital status, sexual preference, disability, employee organization, veteran status or political organization.

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.

The University has an Affirmative Action Plan. The University and the Union will comply with the existing Affirmative Action Plan.

The University and the Union agree that familial relationships in the employment of bargaining unit members shall be subject to Wright Way Policy.

Section 2 – Harassment. The University and the Union recognize the problem of harassment of protected classes and agree that harassment of protected classes will not be tolerated. This harassment will be dealt with promptly and shall result in disciplinary action.

Section 3 – Grievances/Office of Equity and Inclusion. Members may grieve discrimination or harassment through the grievance procedure outlined in this Agreement or through the Office of Equity and Inclusion but not both. Filing a grievance under either procedure precludes filing under the provisions of the other.

Article 5 – No Strike/No Lockout

Section 1 – Union Pledge. The parties of this Agreement mutually recognize that the services performed by bargaining unit members are services essential to public order and

safety. The Union, therefore, agrees that during the term of this Agreement there shall be neither interruption of these services, for any cause whatsoever, by bargaining unit members, nor shall there be any concerted failure by them to report for or to properly perform their duty, nor shall they absent themselves from their work, stop work, or abstain in whole or in part from the full, faithful and proper performance of the duties of their employment, picket the University's premises, or engage in sanction, hand billing, or sympathy strikes. The Union further agrees that there shall be no strikes, sit-downs, slowdowns, speed-ups, Blue Flu, stoppages of work or any acts or other alterations of existing work performance patterns that interfere in any manner or to any degree with the services of the University.

Section 2 – Member Responsibility. If any bargaining unit member(s) are found in violation of Section 1, such action shall render this entire Agreement and the University's responsibilities under it, null and void with respect to those bargaining unit members found in violation. Discipline taken as a result of this Section is subject to the grievance procedure in this Agreement.

Section 3 – Union Responsibility. In the event there is a job action as prohibited by this Article, the University agrees that there shall be no liability on the part of the Union, its officers, or representatives provided that the University has immediately notified the Union of said job action and the Union meets the following conditions:

- A. Within not more than twelve (12) hours after notification by the University of any such unauthorized action, the Union shall publicly disavow the same by posting a notice on a bulletin board, at the Police Department, stating that the job action is unauthorized.
- B. The Union, its officers and representatives shall promptly order its members to return to work notwithstanding the existence of any job action.
- C. The Union, its officers and representatives shall in good faith, use every reasonable effort to terminate such job action.

Section 4 – Penalty. If the Union is found in violation of Section 3, the entire Agreement shall be considered null and void.

Section 5 – No Lockout. The University shall comply with Section 4117.11 (A) (7) of the Ohio Revised Code.

Article 6 – Safety

Section 1 – Safety. The University will continue to promote safe conditions for all employees of the University. The Union will continue to encourage safety in all matters, and officers are encouraged to report any condition or practice which may be unsafe to the Chief of Police and the Director of Environmental Health and Safety or his or her designee for prompt consideration and attention, in addition to complying with Police Department procedures. The University will keep the membership advised as to the

identity of the Director of Environmental Health and Safety or his or her designee upon request.

Section 2 – Equipment. The University will maintain all equipment required for use by bargaining unit members in a safe and operable condition. Pending resolution of any grievance alleging a violation of this Section, the member will comply with management direction unless such direction clearly involves imminent serious bodily harm to the member.

Article 7 – Substance Abuse

Section 1 – Expectations. The University expects employees to report to work in a condition to perform their duties in a safe, effective and efficient manner. Reporting to or being at work impaired, workplace manufacture, use, sale, distribution or possession by an employee of intoxicating liquors, controlled substances, or drugs not medically authorized, or any other substances which impair performance or pose a hazard to the safety or welfare of the employee, other employees, the public or University property is strictly prohibited. Violation of this prohibition will result in disciplinary action up to and including termination of employment.

Section 2 – Prescribed Medications. Bargaining unit employees who are prescribed medication that will alter their ability to perform their job duties must provide their supervisors advance notification. The responsibility for knowing that the medication will alter their ability to perform their job duties, and timely notifying the University of that fact is solely that of the employee. Failure to notify the University prior to working in an impaired state is grounds for disciplinary action.

Section 3 – Sources of Employee Assistance. Wright State University offers a Faculty & Staff Assistance Program (FSAP) to assist employees with a full range of personal issues including substance abuse problems. When these problems exceed the ability of the FSAP to rehabilitate, employees can utilize health care benefits to which they are entitled. Each of these sources can evaluate an employee's case and determine the appropriate level and type of treatment that is necessary. Employees are strongly encouraged to utilize these rehabilitative programs.

Section 4 – Reasonable Suspicion Substance Abuse Testing. All substance abuse testing will be conducted in a confidential manner, balancing the University's obligation to maintain a drug-free workplace with the employee's right to be free from arbitrary treatment. All costs associated with substance abuse testing will be paid by the University.

It is recognized that employees who are impaired may have a chemical dependency for which there may be effective treatment and rehabilitation. Assistance for such purposes will be made available through the Faculty & Staff Assistance Program (FSAP) and/or the employee's applicable health care provider.

Section 5 – Definitions

- A. A “supervisor” is any individual who directly supervises or indirectly manages employees in the work group where the employee performs bargaining unit work. Supervisors must have completed a minimum of sixty minutes of appropriate training in determining reasonable suspicion. The training shall follow the guidelines of the U.S. Department of Transportation.
- B. “Abused Substances” are intoxicating liquors, controlled substances or drugs not medically authorized, or any other substances which impair performance or pose a hazard to the safety or welfare of the employee, other employees, the public or University property. Supervisors may ask employees if they are taking prescription medication if there are job-related reasons (i.e., safety) to do so.
- C. “Reasonable Suspicion” is the suspicion that an employee may be impaired by an abused substance based upon observed facts, behaviors, physical signs, circumstances and/or symptoms.
- D. An “incident report” is the documentation of a referral to substance abuse testing and/or disciplinary action as may be required under this Agreement.
- E. The “Medical Review Officer” (MRO) is a licensed physician designated by the University who is responsible for receipt of laboratory test results. Laboratory testing will be performed by a laboratory certified to conduct tests for substance abuse. The MRO shall have knowledge of medical training appropriate to interpret and evaluate an employee’s positive test result, considering the employee’s individual medical history and other relevant biomedical information.

Section 6 – Supervisory Referrals for Substance Abuse Testing. When a supervisor has a reasonable suspicion that an employee is impaired while at work, the supervisor may require that the employee be tested for substance abuse. The observation of a trained second person will be utilized to confirm the reasonable suspicion determination. Where a second observation is used, both must agree that there is a reasonable suspicion of substance abuse before the employee is referred for testing.

Supervisors will notify employees immediately when they have reasonable suspicion that an employee is impaired. The employee will be required to submit to substance abuse testing, which may include a blood and/or urine specimen and/or alcohol breath testing. The employee shall sign a release form authorizing the withdrawal of said specimen(s), and authorizing the release of the results of the testing to the MRO and the University. In all cases, it is the obligation and responsibility of the University to prove reasonable suspicion for testing consistent with the provisions of this Article.

Section 7 – Substance Abuse Testing Process. When a supervisor has determined that there is reasonable suspicion to conclude that an employee is impaired while at work, the supervisor or a member of the Police Department sworn staff will immediately take the

employee to the testing site for substance abuse testing. The employee will be considered "On Duty" for the duration of the test including travel time to and from the test site.

Substance testing will only be performed by vendors using scientifically and medically accepted tests and chain of custody procedures. In all cases, testing shall include split samples and alternative testing methods, without regard to positive or negative test results.

Once substance abuse testing is completed, an employee shall be placed on paid leave using their sick leave first, then other paid leave, pending the University's analysis of the testing results. If insufficient paid leave exists, the employee shall be placed on authorized unpaid leave. Should an employee's test results turn out to be negative; any paid leave removed from the employee's leave balances during the time pending the results will be returned. Any time spent on unpaid leave will also be paid to the employee.

The University will analyze the results of the substance abuse testing and release a copy of the test results to the affected employee. Should a positive test result be reported to the University, the employee will be subject to disciplinary action up to and including termination of employment.

As an alternative to termination of employment, on an employee's first occasion of a positive test result to substance abuse testing, the employee shall be offered an opportunity to seek rehabilitation for his or her substance abuse problem through University resources available to all employees (see "Sources of Employee Assistance" above). If the employee refuses or prematurely withdraws from rehabilitation, the University in its sole discretion may invoke disciplinary action or, impose a last chance agreement as a condition of continued employment.

If the incident or circumstances which gave rise to the reasonable suspicion for testing would have otherwise constituted cause for disciplinary action, the University may take disciplinary action regardless of the outcome of any testing.

Except as required by federal law, a post-rehabilitation return to work agreement, or a last chance agreement, no member of the bargaining unit shall be required to submit to any random or lottery method of selection for testing.

Section 8 – Employee Self-Disclosure. The University encourages employees who are abusing substances to disclose that information and obtain rehabilitative help through University resources available to all employees (see "Sources of Employee Assistance" above). No employee who discloses substance abuse and adheres to a prescribed plan toward rehabilitation will be subject to disciplinary action as a result of the disclosure. However, self-disclosure of substance abuse during any disciplinary process will not preclude disciplinary action.

Employees shall be allowed one occasion to self-disclose substance abuse. An employee who self-discloses substance abuse shall agree to adhere to any and all rehabilitation plans established during the rehabilitation process. In addition, employees shall sign all releases necessary to facilitate their rehabilitation and communication of prognosis and progress reports to the University. An employee, who refuses to sign the necessary releases to facilitate rehabilitation and communication of their prognosis and progress, nullifies his or her protection regarding self-disclosure and, as a condition of continued employment, shall enter into a last chance agreement to maintain employment with the University. Employees who refuse to enter into a last chance agreement shall be subject to accelerated discipline as outlined in this agreement.

Section 9 – Mandatory Reasonable Suspicion Determination. The occurrence of certain workplace incidents caused by bargaining unit employee(s) shall constitute a mandatory determination of reasonable suspicion. Those incidents include, but are not limited to initiating workplace violence, injury of the employee while in the workplace, causing the injury of others in the workplace, involvement in a vehicle accident while on the job, and intentionally causing damage to property while on the job. The University, in its sole discretion, may submit an employee for substance abuse testing under these circumstances.

Section 10 – Employee Refusal to Submit to Substance Abuse Testing. When a reasonable suspicion that substance abuse has occurred is established, and employee shall immediately submit to substance abuse testing, and must sign all releases necessary to facilitate the testing and communication of the testing results to the University. If an employee refuses to submit to substance abuse testing, or to sign the necessary releases to facilitate the substance abuse testing process and communication, he or she shall be subject to accelerated discipline as outlined in this agreement. The employee's signature only is an acknowledgement of taking the required test and the release of those results to the University

Section 11 – Tampering. If an employee tampers with, alters, substitutes or in any way compromises any testing sample or material, the employee's actions shall be subject to disciplinary action up to and including termination of employment, without regard to the test results. The University must have conclusive evidence to support such a determination that tampering, alteration, substitution or compromise has occurred.

Article 8 – Dues Deduction

Section 1 – Dues. The University agrees to deduct from the wages of all bargaining unit employees, all Labor Council membership dues uniformly required. Employees authorizing dues deduction shall submit an individual written authorization card bearing their signature. The Labor Council will notify the University from time to time of the dues

it charges. Should any member revoke their membership to the Union, the Union must notify the University within a reasonable amount of time of the request.

Section 2 – Reimbursement/Rebate. The Fraternal Order of Police, Ohio Labor Council, Inc., agrees to reimburse the University for all expenses incurred arising from any action commenced by an employee as a result of the deductions made under this Article. The Labor Council also agrees to make every reasonable effort to comply with changes that may be mandated by statute or applicable case law.

Section 3 – Remittance. All dues collected shall be forwarded by the University to the FOP, Ohio Labor Council, Inc. once a month.

Article 9 – Ohio Labor Council/FOP Activities

Section 1 – Bargaining Committee. The bargaining units shall be represented by a Bargaining Committee of not more than three (3) members, and one (1) alternate, from each of the bargaining units. The Union shall furnish the University with the names of the committee members. The list shall be kept up to date by the Union.

Section 2 – No Loss/No Gain. Members will serve on the bargaining committee, and perform and/or attend to all other Union business on a no loss, no gain pay basis when attending any bargaining meetings. Two bargaining unit members on duty can attend such sessions.

Section 3 – Union Activities. Union activities when they do not conflict with operational demands may be performed on duty by representatives with permission of a supervisor. Requests for performance for such activities will not be unreasonably denied.

Section 4 – List of Representatives. Within seven (7) days of election, and annually thereafter, the Union will furnish the University with the names of its local representatives and officers 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 5 – Representation. Associates will be permitted to investigate grievances. If requested, associates may represent bargaining unit members in disciplinary matters. Such requests shall not be unreasonably denied. If a bargaining unit member is interviewed, the associate or the FOP Staff Representative may be present.

Section 6 – Bulletin Board. The University shall furnish a locked bulletin board for use of the Ohio Labor Council and the Fraternal Order of Police.

- A. Such bulletin board shall be used only for posting notices concerning Ohio Labor Council business and Fraternal Order of Police business, recreational and social events. The Ohio Labor Council and Fraternal Order of Police shall be solely responsible for the materials contained on this bulletin board.
- B. There shall be no notices or other writings posted which contain anything political, controversial or critical of the University or any other department or any employee

or other person(s). The University may require an associate to remove material that does not comply with this Article or which violates University policies.

C. The Union shall limit its use of the bulletin board to official Union business.

This bulletin board shall be maintained in Head Quarters. This bulletin board will not be in a location in this area that is open to the public.

Section 7 – Facilities Use. The Union will be permitted to use University facilities for meetings with prior approval subject to applicable University rules.

Section 8 – Non-Employee Access. Non-employee representatives of the Union will have access to the University during normal business hours with the prior approval of Human Resources. Access will not be unreasonably denied, providing there is no interruption of University operations.

Section 9 – Mail. Bargaining unit members will be permitted reasonable use of employee mailboxes, University mail and e-mail service for communication between members consistent with applicable University policies.

Section 10 – FOP Meetings and Events. Employees may hold meetings and social events within the facilities of Wright State University, provided they conform to those University policies and procedures required to other campus organizations.

Requisitions will be handled by the University's Events Services function and must have the signature of the responsible FOP Representative.

Article 10 – Labor/Management Committee

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

Section 2 – Representation. The Committee shall consist of not more than two (2) representatives, one (1) from each of the classifications, the FOP Staff Representative, two (2) representatives of the University, and the Chief Human Resources Officer or his or her designee.

Section 3 – Meetings. The parties shall meet no less than every other month unless otherwise expressly agreed to by both the Union and the Chief Human Resources Officer or his or her designee. However, meetings will be suspended while the parties are in active negotiations. Any meeting held under this procedure shall be on a no loss, no gain pay basis. Before any meeting is scheduled, a written agenda containing a description of the topics to be discussed must be submitted by each party.

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

Section 4 – Notification. Bargaining unit employees will be notified of any change in organizational policy, written work rules, general and special orders, prior to their implementation. It is understood that although these may be instituted immediately, the Union has the right to discuss the policy, work rules and special orders by way of a labor management meeting. It is further understood that this discussion in no way guarantees that there will be any change to the organizational policy, written work rules, general and special orders.

Article 11 – Grievance and Arbitration Procedure

Section 1 – Grievances. A grievance is a claim that the University has violated this Agreement. An honest and earnest effort will be made to settle grievances according to the following steps and procedures. All grievances shall be in writing and shall set forth the article or section of the Agreement alleged to have been violated and the specific remedy requested. A grievance may be brought by any member of the bargaining unit. Where a group of bargaining unit employees desire to file a grievance involving a situation affecting more than one (1) member of the bargaining unit in the same manner, one (1) member selected by such group will process the grievance, and shall so indicate that the grievance is a group grievance.

Section 2 – Procedure. In order to be considered, a grievance must be filed at the first step in writing, on the form provided by the Union, within twenty-one (21) calendar days of the occurrence of the event which gave rise to the grievance, except that when an employee first becomes aware, or in the exercise of reasonable diligence should have become aware, of its occurrence at a later date, the grievance may be filed within twenty-one (21) calendar days of that time, but in no event more than forty (40) calendar days after the occurrence of the event which gave rise to the grievance.

Step 1 - If the member chooses to file a grievance, it shall be presented to the Chief of Police. He or she shall respond to the grievance in writing within twenty-one (21) calendar days from the date the grievance is received.

Step 2 - If the grievance is not resolved at Step 1 and the Union wants to process it further, the grievance shall be presented in writing by the Representative to the Chief Human Resources Officer or designee within twenty-one (21) calendar days of receipt of the Step 1 response.

The Chief Human Resources Officer or designee shall meet with the grievant and the Union Representative to discuss the issue. Within twenty-one (21) calendar days after this meeting, the Chief Human Resources Officer or designee will give the University's final written decision.

The Union and the University may mutually agree in writing to waive Step 1 and/or Step 2 of the procedure if the grievance is of a nature that cannot be resolved at those levels. If the University fails to timely respond at any step, the grievance will be considered

denied at that step, and shall move on to the next step. If the grievant or their representative fails to appear at a Step 2 meeting, except for extenuating circumstances, the grievance is withdrawn.

All time limits referred to herein may be extended and/or waived by mutual written agreement between the parties.

If the Union is not satisfied with the decision at Step 2, it may submit the grievance to impartial arbitration by written notice to the Chief Human Resources Officer within twenty-one (21) calendar days after receipt of the decision. The union must submit the request for selection of an arbitrator within twenty-one (21) calendar days of this notice, or it agrees to waive the matter.

Section 3 – Submission to Arbitration. Prior to submission to arbitration pursuant to this Article, the University and the Union shall meet and reduce to writing the issue or issues to be placed before the arbitrator. The parties will utilize the Federal Mediation and Conciliation Service procedure. The FMCS arbitration panel shall only contain arbitrators who are members of the National Academy of Arbitrators from the Ohio district.

Section 4 – Fees/ Expenses. The University agrees to allow the grievant any necessary employee witnesses requested by the grievant time off with pay only for time which the employee witnesses are required to attend the arbitration hearing during their regularly scheduled work hours. In view of the necessity to maintain University operations, the University retains the discretion for reasonable scheduling of employee witnesses. Each party shall compensate its own nonemployee representatives and witnesses. Fees and expenses of the arbitration shall be borne equally by the University and the Union. The fees and expenses of the arbitration are defined as follows:

- A. The fees and expenses of the arbitrator used in the case.
- B. Hearing room and other expenses related to the arbitration proceedings.

If one party desires a stenographer or transcript of the proceedings, the total cost for such transcription shall be paid by the party desiring the service. If the other party desires a copy, then the total cost of such stenographer and transcription shall be shared equally by both parties.

The arbitrator shall be required to submit to both parties a total accounting for the fees and expenses of arbitration as outlined above.

Section 5 – Arbitration Decision. The arbitrator shall be requested to render a decision as quickly as possible, but in any event, no later than thirty (30) calendar days after the concluding of the hearing unless the parties agree otherwise.

Only disputes involving the interpretation or application of a provision of this Agreement shall be subject to arbitration. The arbitrator shall have no power to add or subtract from or modify any of the terms of this Agreement, nor shall the arbitrator substitute the

arbitrator's discretion for that of the University or impose on either party a limitation or obligation not specifically required by the express language of this Agreement. The arbitrator's decision shall address itself solely to the issues presented and shall not impose upon either party any restriction or obligation pertaining to any matter raised in the dispute which is not specifically related to the submitted issue or issues. The arbitrator's decision shall be final and binding.

Section 6 – Responsibility for Notification. The Union will be responsible for notification to a grievant and the Union witnesses of the time and place of the arbitration or grievance hearing.

Article 12 – Seniority

Section 1 – Departmental Seniority. An employee's uninterrupted service in the Police Department shall constitute his or her departmental seniority. An employee shall have no seniority during the original probationary period in the Police Department. Upon successful completion of this probationary period, an employee's seniority in the bargaining unit shall be retroactive to the date of hire in the Police Department.

Departmental seniority will be used in the event of a layoff into another classification.

Section 2 – Classification Seniority. An employee's classification seniority shall be based on their uninterrupted service in their classification (Sergeant or Police Officer). Sergeants returning to the rank of Police Officer shall receive credit for all time worked in both classifications.

Classification seniority will be used in the event of a layoff within a classification and for scheduling and vacation preferences.

Section 3 – Tie in Seniority Date. If two or more bargaining unit members were hired on the same date before July 1, 2019, seniority will be determined by test score with the member scoring highest having the highest seniority. If a tie still exists, date of application will be used to determine seniority with seniority going to the member who applied first.

If two or more bargaining unit members are hired on the same date on or after July 1, 2019, the date and time of application will be used to determine seniority with seniority going to the member who applied first.

An employee's seniority date will be provided upon request.

Section 4 – Termination of Seniority. An employee's seniority (both departmental and classification) and employment shall terminate when he or she:

1. retires or resigns;
2. is discharged for cause;
3. is absent for three (3) consecutive working days without notifying the University;
4. is laid off for a period of more than twelve (12) consecutive months;

5. fails to return from leave or lay off on the required date;
6. accepts another position not in an FOP bargaining unit; or
7. cannot return to work or to an available position for which the officer is qualified after exhausting available leaves;
8. engages in gainful employment, not approved by the University, during a leave of absence (except a leave expressly granted for such a purpose).

An employee's state service shall be unaffected by these provisions.

Section 5 – Seniority List. The employer will maintain an up to date seniority list. A copy of the seniority list will be provided upon written request but not more frequently than on a quarterly basis. The University shall furnish a copy of the seniority list to the FOP/Ohio Labor Council when it is requested in writing.

Article 13 – Layoff - Recall

Section 1 – Length of Service. In all cases of layoff and recall of employees, employees' length of service in their respective classification shall govern. Employees last hired or promoted into the classification shall be the first laid off. Before any new employees are hired by the department for the same classification, laid-off employees shall be recalled in the reverse order to that in which they were laid off.

Section 2 – Bumping Rights. Sergeants subject to a layoff will become Police Officers. If the University then decides to layoff Police Officers, it will be the Officer with the lowest departmental seniority.

All bumping rights are contingent upon the affected employee's ability to perform the tasks and responsibilities associated with the lower classification to which they are requesting reassignment.

Article 14 – Personnel Files

The official University personnel file for each employee shall be maintained by Human Resources, consistent with the Ohio Public Records Act and applicable federal law. An employee may add rebuttal information to disciplinary actions and performance appraisals in his or her file. In addition, unsupported or unfounded complaints shall not be placed in a member's personnel file and shall not be considered in future corrective actions or promotional considerations.

Article 15 – Performance Evaluation

Section 1 – Evaluation. The performance of each employee in the Police Department will be reviewed at least twice before completion of the probationary period. Thereafter, an annual evaluation will be made by the employee's supervisor. This evaluation will be discussed with the employee and reviewed by the Chief of Police or his or her designee.

An employee may appeal to the Chief of Police for the modification of a rating which he or she feels is unwarranted.

Section 2 – Employee Comments. Before signing the evaluation, the subject officer may write any comments supporting or objecting to the evaluation.

Section 3 – Evaluation Training. The Police Department will schedule each newly appointed sergeant who is responsible for evaluating the performance of subordinates, with sufficient training to fulfill that responsibility prior to the time a subordinate is evaluated.

All sergeants will be trained on any substantial or substantive revision of the performance evaluation instrument.

Article 16 – Probationary Period

Section 1 – Probationary Period. The original appointment as a Police Officer or as a Sergeant shall be for a probationary period of one (1) year. A promotional appointment as a Sergeant shall be for a probationary period of one hundred eighty (180) days. No appointment is final until the bargaining unit employee has satisfactorily served the entire probationary period. During a probationary period of an original appointment, no bargaining unit employee may grieve discipline or termination of employment.

Section 2 – Unsatisfactory Performance. Employees serving an original probationary period may be terminated without just cause. An employee serving a promotional probationary period may be returned to his or her previous rank at any time during the period but may only be disciplined or terminated with just cause.

Article 17 – Corrective Action

Section 1 – Representation. The University shall not discipline a non-probationary employee without just cause. Employees shall be entitled to union representation at any level of the discipline process. This does not mean management must consult with the Union before deciding or imposing discipline or that an off duty union representative must be called in and paid for representing an employee. The University shall not question an employee if such questioning may lead to discipline of the employee after the employee has made a request for representation, until such representation is obtained.

Section 2 – Offenses. Administering discipline is a management right. The University's decision to administer a certain level of discipline for a given offense shall be based on the facts and circumstances of each situation. While the University will continue to investigate all matters that are brought to its attention, informal, unwritten complaints will be given an appropriate level of consideration and will not be the sole basis for any disciplinary action taken.

Examples (list not inclusive) of minor offenses best addressed by progressive discipline include:

- poor performance
- chronic absenteeism
- disregard for instructions and/or work procedures
- absence from an assigned work area without significant reason
- extended break or meal periods that constitute an absence from the employee's assigned work area
- late arrivals and/or early quits
- minor insubordination
- minor negligent damage to University equipment and/or property, and
- other similar types of offenses.

Examples (list not inclusive) of major offenses best addressed by accelerated discipline include:

- dishonesty and/or untruthfulness
- cases of the use, sale, or possession of controlled substances on the job
- arriving for work intoxicated or otherwise impaired by substance abuse or ingestion
- theft
- fraud
- verbal and/or physical threat to another person
- serious and/or chronic disregard for safety policies, instructions and/or work procedures
- intimidation, harassment, discrimination or retaliation
- major intentional damage to University equipment and/or property
- sleeping on the job
- gross insubordination, or
- similar serious offenses.

Section 3 – Progressive Discipline. Discipline is cumulative. Any written form of discipline for any matter is considered in determining a greater level of discipline for any subsequent offenses. Discipline shall take into account the nature of the violation, the employee's work record, the employee's disciplinary record and his length of service with the department. In all cases decisions regarding any disciplinary action to be taken will be communicated to the employee within sixty (60) business days of a complaint of the alleged misconduct, or the University's discovery thereof. The university may request in writing an extension of the time set forth above and such request shall not be unreasonably withheld.

Section 4 – Counseling. At management's discretion, an employee may be coached or counseled about issues. Although it is not formal discipline, employees should take the

couching or counseling seriously so that entrance into the formal progressive disciplinary track is not necessary. Coaching and counseling will no longer be considered after twelve (12) months from the date of issuance.

Section 5 – Potential Levels of Discipline. The University will administer a system of discipline based on its assessment of the circumstances. Discipline may include: (1) verbal warning; (2) written warning; (3) suspension or demotion (reassignment); and (4) termination of employment; depending on the nature and seriousness of any infraction.

Section 6 – Arbitration. With respect to discipline under this Article, only suspensions, demotions and terminations of employment are arbitrable.

Section 7 – Due Process Meeting. When the University determines that an employee has potentially violated rules, regulations or is guilty of other misconduct that may result in a suspension, disciplinary demotion or termination of employment, a due process meeting shall be held by the Chief Human Resources Officer or designee to the extent required by law. The University will provide written notice to the employee and the Union representative of the time, date and place where the meeting shall occur, and of the nature and grounds for the proposed discipline. The University shall provide seven (7) calendar days' notice of the time and date of the meeting. The employee shall waive the opportunity to make a statement about the proposed discipline should the employee fail to attend the meeting.

If the employee chooses not to make a statement or fails to attend the due process meeting, the University will base its decision regarding discipline on the facts and the inferences drawn from the facts known at the time of the decision.

Section 8 – Garrity. When an employee is under formal department investigation for illegal offenses or a violation of work rules or of the terms of this Agreement, he or she shall cooperate in the investigation and answer all questions relevant to the investigation. Prior to ordering an employee to answer questions, the employee must be given his or her Garrity rights, assuring that his or her answers will not be used against him or her in criminal prosecution. If, after having been provided Garrity rights, an employee still refuses to answer questions, he or she may be disciplined, up to and including discharge, for insubordination.

Section 9 – Grievance. Employees shall not be coerced, intimidated or suffer any reprisals, either directly or indirectly, that may adversely affect his or her hours, wages or working conditions, as a result of filing a grievance over any discipline imposed against them.

Section 10 – Polygraph. Polygraphs or other truth detecting devices or mechanisms shall only be administered for cause. The scope of the polygraph shall be limited to the facts relating to the nature of the matter being investigated. Discipline shall not be based solely on the basis of a polygraph exam. The employee will have the discretion to place on the

polygraph authorization form that the examination is being taken as the result of a direct order.

Section 11 – Retention. Disciplinary actions shall become part of the employee’s official university personnel file consistent with Article 14 of this Agreement. The records of disciplinary actions shall be retained consistent with the periods outlined below:

<u>Discipline</u>	<u>Time Period</u>
Verbal and/or Written warning (s)	Twelve (12) Months
Suspension and/or Demotion (s)	Twenty-four (24) Months

After the expiration of any of the time periods outlined above, upon written request of the employee to the Chief Human Resources Officer or designee, disciplinary actions shall be placed in a file separate from the employee’s official personnel file in cooperation with the Ohio Public Records Act providing that there has been no intervening discipline. Additionally, these records shall not be considered as the basis for progressive disciplinary action, but may be used to determine if there are mitigating circumstances associated with potential discipline.

Article 18 – Vacancies and Classifications

Section 1 – University Rules. All promotions, special assignments and reclassifications of employees shall conform to University rules to ensure fair, equitable and consistent consideration for all. Employees may provide constructive written recommendations through the Ohio Labor Council to the Chief of Police. Special assignments for the purpose of this section shall include, but are not limited to: K9, Detective, Administrative Sergeant, Community Police Sergeant, Field Training Officer (FTO), Officer-In-Charge (OIC) and Instructor.

Section 2 – Promotion to Sergeant. The University shall first attempt to fill all Sergeant vacancies from current bargaining unit members. All vacant positions will be posted as an opportunity for all Police Officers. If no bargaining unit employees apply, or none that apply meet the minimum qualifications, the position will be posted externally. Should one or more bargaining unit employee who meet the minimum qualifications apply for the vacant position, the position shall be awarded to the most qualified candidate based upon his or her qualifications (education, training, etc.). Having a special assignment is not a valid reason for disqualification for a promotional opportunity. If the University determines that none of the current employees possesses the skill and ability required for such position, then the University may post to fill the position from outside applicants. Current employees will still have the right to apply and compete for the open position.

Section 3 – Special Assignments. When the University determines, in its sole discretion, that a special assignment should be designated, it will post the assignment internally and request letters of interest from any bargaining unit members. The letters of interest should

set forth the employees particular interest in, and qualifications for, the special assignment. The University will consider the qualifications of the interested bargaining unit members and select the member that is most qualified to fill the assignment.

Section 4 – Positions Outside the Bargaining Unit. Members will be notified of any and all vacant positions posted that are within the department. Members will be permitted to apply for any such vacancies and will be given consideration if they meet the minimum qualifications.

Section 5 – Job Classification. Employees shall be assigned to perform duties appropriate to the classifications to which they have been appointed, or to bargaining unit work for which they are qualified, except as may be required because of emergency or temporary characteristics of the work situation.

A job classification review for any bargaining unit position will be conducted upon request of the incumbent but not more than once a year. If either party wishes to appeal the review's conclusion, the appeal will be conducted through the grievance procedure.

Section 6 – Requirements for Classifications. Human Resources will maintain the minimum requirements for the classifications listed.

Article 19 – Hours of Work

Section 1 – Workweek. Eight (8) hours a day and forty (40) hours a week shall be the normal workweek for all employees. Time worked in excess of forty (40) hours in a workweek shall be compensated at one and one-half (1½) times the base rate of pay as defined in this Agreement. Each workweek shall consist of seven (7) days consistent with the University's definition of workweek.

The Chief of Police or his or her designee may establish ten (10) and twelve (12) hour shifts for up to two (2) weeks or during an emergency. Additionally, the Chief of Police may institute a twelve (12) hour shift rotation as a 6-month pilot program once during this contract. Once the pilot program nears completion, the University and the Union will meet to discuss the program and whether or not it should be continued. The parties agree that, prior to the implementation of the pilot, we will meet and discuss any other sections that may be affected by the temporary change.

Section 2 – Hours Worked. For purposes of calculation of overtime under this Agreement, hours worked shall include all hours actually worked regardless of whether or not they fall on a holiday, authorized sick leave, authorized vacation leave, and authorized compensatory time. Employees may choose to receive compensatory time as an alternative to overtime pay not to exceed 480 hours. Compensatory time will be taken at a time mutually convenient to the employee and the University. Employees will attempt to provide at least 10 days' notice of their desire to use compensatory time.

Section 3 – Maximum. An employee can only work sixteen (16) consecutive hours without an 8-hour break except in case of an emergency as determined by the Chief of Police.

Section 4 – Bargaining Unit Work. It shall not be a violation of this agreement for supervisors and other non-bargaining unit personnel to perform bargaining unit work which is otherwise within their normal job duties.

Section 5 – Rest Periods. It is recognized that the officers are subject to being dispatched at any time while at work. Officers are expected to respond immediately to all dispatches or other assigned or observed needs for their services. It is recognized that the very nature of these requirements makes the regular scheduling of rest or meal periods impossible. Officers shall be allowed, subject to operational needs, reasonable time for personal rest periods or meals, when appropriate, while on duty.

It is recognized that abusing these privileges shall be subject to disciplinary action.

Section 6 – Trading Time. All employees shall be permitted to voluntarily trade off-duty and shift time for personal reasons with the approval of the Chief of Police or his or her designee. Traded time shall be mutually agreeable, in writing and shall state the specific time and dates of trades, which shall be within the pay period in effect during the request. Reasonable requests for trading time will be allowed as long as the trade does not create or result in overtime status.

Section 7 – ‘Blackout Dates’ for Leave Requests. The parties recognize that there may be times where schedules and university events prevent management from approving any non-emergency leave time (e.g. the start of the academic year, planned demonstrations on campus, etc.). Management will notify employees of such windows of time as applicable.

For dates that are foreseeable, such as the start of the semester or graduation, employees will be notified at least 30 days in advance and employees whose leave was already approved before the ‘blackout date’ was announced will not have the leave revoked. For dates that are not foreseeable, such as demonstrations or other unplanned dates, employees will be given as much advance notice as possible and management will attempt to minimize revocation of leave that has already been approved.

Article 20 – Emergency Closing

Section 1 – Closings. When an emergency closing is declared by the President of the University or designee, bargaining unit employees 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 – Pay. Bargaining unit personnel who are required to work when the University is declared officially closed for emergency reasons will receive closure pay for all hours

worked in addition to their base hourly rate of pay for each hour worked while the University is closed due to the emergency.

Section 3 – Winter Leave. The parties agree that Winter Leave is not considered an emergency closing for the purposes of this Article.

Article 21 – Scheduling

Section 1 – Guiding Principles. The University in its sole discretion shall establish the work schedule for its employees consistent with Article 19. In all cases, the University's need for effective law enforcement staffing shall have first priority in scheduling. Shift assignments shall be made based on the operational needs of the department, as determined by the Chief of Police. Shifts for special assignments will also be determined by the Chief of Police and will be included in the posting of those assignments. Once these needs are met, employee preference will be given consideration. The University strives in all cases to schedule in a fair and equitable manner. When practical, the University will implement minimum scheduling to maximize employee time off. The University reserves the right to limit the amount of scheduled time off per shift.

Employee schedules shall not be changed without three (3) calendar days' notice, except for schedule changes due to:

- Emergencies,
- Special events (i.e., Nutter Center events, student events, etc.),
- Unplanned employee absence, and
- Training

Section 2 – Shift Preference. The following shift preference procedure shall be available for those employees wishing to make their shift preferences known:

1. Eligible employees shall submit a written request including their top three shift preferences to the Chief of Police or designee. Requests for shift preference shall be submitted every six months by November 1, and May 1, annually.
2. Granting of shift preference requests shall be determined by classification seniority once the operational needs of the department, as determined by the Chief of Police, are met.
3. The six-month schedules shall be posted by December 1 and June 1. Schedules become effective January 1 and July 1. Posted schedules will be reasonably accurate when posted.
4. An employee's failure to request a shift preference in accordance with the time limits outlined in number 1 above shall have his/her schedule determined by the Chief of Police or designee.

Article 22 – Additional Assignments

Section 1 – Distribution. The University will make every effort to distribute assignments that are outside an employee’s regular schedules fairly and equitably among employees. To accommodate the scheduling requirements of a 24-hour operation, “fairly and equitably” shall be determined by overtime hours.

Section 2 – Definitions.

- A. “Scheduled additional assignments” occurs when the university has sufficient prior knowledge of the need for an additional assignment to allow for timely scheduling.
- B. “Unscheduled additional assignments” occurs when the university has no prior knowledge of the need for overtime or when the need for an additional assignment is unexpected, unplanned and requires immediate action to ensure appropriate staffing.
- C. “Emergency” is defined as a sudden or unexpected turn of events calling for immediate action.

Section 3 – Coverage. The University in its sole discretion shall determine when there are opportunities for employees to work in addition to their regular schedule. If an additional assignment is deemed necessary, it will normally be offered first to qualified available employees. When insufficient bargaining unit employees volunteer to work the additional assignment, employees may be required to work the assignment. Non-bargaining unit personnel may also work the assignments that cannot be filled with voluntary sign-up by bargaining unit employees, as determined by management. All employees may be required to work additional assignments as determined by management. The University will not use additional assignments to permanently replace bargaining unit employees.

Any Police Officers and/or Sergeants with their primary work location at the Wright State University Lake Campus will not be eligible for additional assignments on the Wright State University Dayton Campus. Additionally, Police Officers and/or Sergeants with their primary work location at the Wright State University Dayton Campus will not be eligible for additional assignments at the Wright State University Lake Campus.

Section 4 – Scheduled Additional Assignment Roster. When the University determines that it is necessary for an employee to work an additional assignment, the University will rotate those assignments by hours. The University agrees to maintain current additional assignment rosters which shall be made available to the Union upon request. Said rosters will include a list of assignments worked, refused, unavailable and total additional assignments offered.

1. The system shall consist of an hours system that accumulates for six months and resets at the end of the six months, i.e. starting on Jan. 1 to June 30 and then resets on July 1. If an event is scheduled for July 1 or after, and is to be assigned

before July 1 or the event date falls after July 1, the assignment shall be made as though the reset of hours of overtime has taken effect.

2. Only events in which a voluntary signup sheet to work the event has been posted, shall be counted. The hours shall be posted on a monthly basis.
3. If a member signs up to work an event, is assigned the event, and works the event then the hours are added to that member's total.
4. If a member signs up to work an event and is not assigned the event, then no hours are added to their total.
5. If a member signs up to work an event, is assigned the event, and trades the event with another member, the member working the event shall receive the hours.
6. If a member is on vacation or comp. time for their regularly scheduled shift, and signs up for an event, is assigned to the event, and works the event, the hours are added to their total.
7. If no members sign up for the event, management shall assign the member(s) with the least amount of hours to the event providing they are not already working their regularly scheduled shift or another event that falls within the same time frame. Those members that are ordered to work an event shall not have hours assigned to their totals.
8. All events shall be posted for sign up as soon as practicable.

Officers will have the first choice on additional assignments where an Officer is needed, as determined by the University. If no Officer signs up for the additional Officer assignment, then a Sergeant can be eligible to work the additional assignment. If no one signs up for the additional assignment, then the Officer with the lowest total hours will get ordered to work the additional assignment unless it is an event at the Nutter Center or considered a Special Event on campus where it can be filled by an ancillary force. Only in an emergency will a Sergeant be mandated to work an additional Officer assignment.

Sergeants will have the first choice on additional assignments where a supervisor is needed, as determined by the University. If no Sergeant signs up for the additional assignment, then an OIC can be eligible to work the additional assignment. If no one signs up for the additional assignment, the Sergeant with the lowest total hours will get ordered to work the additional assignment.

The University and the Union acknowledge that there are employees in the bargaining unit that may not want to be considered for additional assignments. To that end, an employee may reject additional assignments provided another bargaining unit member is available for the assignment. In the event compliance with the provisions of this Article concerning additional assignment rotation is impracticable, the parties agree that the University retains the exclusive right to schedule employees.

Section 5 – Scheduled and Unscheduled Additional Assignments. All scheduled additional assignments will, when possible, be posted fourteen (14) days in advance or

as soon as the University determines the approximate number of positions that will be needed. When scheduled additional assignments are necessary, management will assign additional assignments by posting a sign-up notice for five (5) calendar days. Once an employee signs up for an event, they may not remove their name from the signup sheet without permission from the Chief of Police. All additional assignment events will be scheduled for a minimum of two (2) hours. If an insufficient number of employees sign-up, management at its discretion and in this order may:

1. Assign the member(s) with the least amount of hours to the event providing they are not already working their regularly scheduled shift or another event that falls within the same time frame. Those members that are ordered to work an event shall not have hours assigned to their totals, or
2. Use any means available to it to ensure appropriate staffing.

When an unscheduled additional assignment is necessary, management at its discretion and in this order may:

1. Require employees on duty at the time to work. Except in an emergency, no employee shall be required to work more than sixteen (16) consecutive hours without a minimum eight (8) hour (unpaid) break.
2. Require employees from the same shift who are on break to work the additional assignment.
3. Require employees from other shifts who are available to work the additional assignment.
4. Use any means available to it to ensure appropriate staffing.

Section 6 – Non-Bargaining Unit Personnel. In the event of short notice, additional assignments may be filled with the first available officer, bargaining unit employees or non-bargaining unit personnel.

Section 7 – Stand-By. Consistent with the provisions of the Fair Labor Standards Act (FLSA), if the University assigns an employee to be in a stand-by status as determined by the FLSA, he or she shall be paid accordingly.

Section 8 – Exception to Procedure. The Parties agree that the Employer will not order an employee to work an additional assignment during the time that the employee has scheduled vacation and/or compensatory time off. More specifically, if an employee has scheduled vacation and/or compensatory time off, the Employer will not order the employee to work any additional assignments from the end of the last regularly scheduled shift before the vacation/compensatory time to the beginning of the next regularly scheduled shift following the vacation/compensatory time.

Examples:

If an employee works day shift (7am-3pm) Monday through Friday and takes 5 days of vacation and/or compensatory time off, the employee cannot be ordered to work an additional assignment during the period of 3pm on the Friday before his or her vacation/compensatory time to 7am on the Monday following his or her vacation/compensatory time.

F	S	S	M	T	W	H	F	S	S	M
21	22	23	24	25	26	27	28	29	30	31
W	X	X	V	V	V	V	V	X	X	W

The employee cannot be ordered to work an additional assignment from 3pm on the 21st to 7am on the 31st.

If an employee only takes a day or two off, the same prohibition would apply. In the scenario below, the employee cannot be ordered to work an additional assignment from 3pm on the 25th to 7am on the 27th.

S	M	T	W	H	F	S
22	23	24	25	26	27	28
X	W	W	W	V	W	X

While the examples use "V", the application of this agreement is not limited to vacation usage only but is intended to apply to the usage of vacation and/or compensatory time.

While the Employer cannot order an employee to work additional assignments under the circumstances stated above, the employee may volunteer to work additional assignments. Thus, the Employer will notify employees of potential additional assignments.

Section 9 – Cancellation of Assignment. In the event that a bargaining unit member is scheduled for an additional assignment, event, meeting or training not in conjunction with his or her normal work schedule that is cancelled, the University will make every effort to contact the employee as soon as possible regarding the cancellation. If the notification is less than twenty-four (24) hours prior to the report time, the bargaining unit member will be eligible to receive two (2) hours of pay at his or her regular rate of pay.

Article 23 – Ancillary Forces

Section 1 – Contracting Out. Except as set forth in this article, the parties do not intend to modify the University’s present practice on contracting out on an as-needed basis as determined by the University. The parties recognize that contracting out will comply with current University practice.

All sergeants, officers and employees of the bargaining units are required to supervise, assist, work in conjunction with, and cooperate with all police and non-police forces as required by the department.

Section 2 – Definitions. As used in this Article, the term “Ancillary Forces” means law enforcement officers who (1) are not employees of the University and (2) are assigned by the University to work in areas over which the Department has law enforcement jurisdiction. By way of example, and not of limitation, OSHP troopers working inside the Nutter Center are Ancillary Forces because the Department has law enforcement jurisdiction inside the building.

As used in this Article, the term “Cooperating Officers” means law enforcement officers who (1) are not employees of the University, and (2) are assigned by the University to work in areas over which the Department does not have law enforcement jurisdiction.

Section 3 – Use of Cooperating Officers. The University may utilize or contract for Cooperating Officers without limitation.

Section 4 – Use of Ancillary Forces. The University may utilize or contract for Ancillary Forces only to augment available Bargaining Unit Members. The University may utilize or contract for Ancillary Forces at any time and in any number. Prior to determining the extent to which the University requires Ancillary Forces, the Department shall make available to Bargaining Unit Members the opportunity to work the event, assignment or other circumstances necessitating the need for Ancillary Forces. The Chief may establish a reasonable deadline by which Bargaining Unit Members must indicate their desire to work.

Section 5 – Cooperating Officer Efficiency. The parties recognize that when contracting for Cooperating Officers, the University often is required to commit to a certain minimum duration of that assignment. When that is the case, and the primary purpose or assignment of the Cooperating Officer is temporarily diminished the University may utilize the Cooperating Officers in any manner without transforming those Cooperating Officers into Ancillary Forces for purposes of this Article.

Article 24 – Holiday Observance

Section 1 – Holidays. The following days shall be observed as paid holidays:

New Year's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Labor Day	

A holiday falling on Saturday shall be observed on the preceding Friday; a holiday falling on Sunday shall be observed on the following Monday.

The following paid holidays will be granted, but the University shall schedule observance of these holidays on the dates which it determines serve the best interests of the University:

Columbus Day
Presidents Day

Martin Luther King Day

Section 2 – Holiday Pay. In light of the 24/7/365 operation of the Police Department and the potential 12-hour shift schedule pilot, the University is changing its practice regarding basic holiday pay for Police Officers and Sergeants.

On or before the last regular pay date preceding the Veterans Day holiday each year, each full-time employee of the bargaining unit shall receive a separate deposit for all holidays that he or she was available for duty, as defined in this Article, during the previous twelve (12) months. No member shall receive holiday pay for any instances in which they have already received holiday pay. Such deposit shall be for eight (8) hours pay for each holiday that the employee was available for duty. Such deposit shall be at the rate of pay that is in effect for the employee on the date the deposit is calculated. No overtime, shift differential or special assignment premium will be applicable.

Employees who are not available for duty on any of the above designated holidays due to unpaid leave as defined elsewhere in this agreement or due to an unpaid disciplinary suspension or other long-term leave (not covered by Injury Leave) that renders the employee unable to work, shall not receive holiday pay for that holiday.

Employees who separate from the university during the twelve (12) month period referenced above shall receive, with their final pay, any applicable pay for the holidays occurring between receipt of the payment referenced above and his or her date of separation.

Section 3 – Holiday Premium Pay. Employees working on the declared holiday, or called in on a declared holiday, will receive holiday premium pay for all hours worked in addition to their base hourly rate of pay for each hour worked.

When New Year's Day, Independence Day or Christmas Day falls on a Saturday or Sunday, holiday premium pay will be paid for the actual holiday (January 1, July 4 or December 25) instead of the observed holiday as listed in Section 1 above. Under no circumstances can any employee receive holiday premium pay for both the observed and actual holiday.

Section 4 – Holiday Overtime Calculation. Any hours actually worked on the holiday (actual or observed) will be included in the calculation of work for overtime. However, holiday premium pay will not be included in the calculation of work for overtime purposes.

Article 25 – Vacation

Section 1 – Accruals. The vacation entitlement of each bargaining unit employee shall be as follows:

<u>Length of Service</u>	<u>Vacation Accrual</u>	<u>Maximum Accrual</u>
Less than 1 year	None	None
After 1 year through 7 years	80 hours	240 Hours
8 years through 14 years	120 hours	360 Hours
15 years through 24 years	160 hours	480 Hours
25 years and more	200 hours	600 Hours

Section 2 – Pay Upon Termination. Upon termination of employment, employees will be paid for all earned by unused vacation providing the employee has completed a minimum of one (1) year of seniority. This payment cannot exceed the maximum accrual allowed.

Section 3 – Illness on Vacation/Bereavement. If an employee, while on vacation, contracts an illness or accident or injury or experiences a death in the family, which would have warranted a paid leave had the employee been at work, he or she shall be allowed, upon showing of proper documented evidence, to change such absence to the appropriate paid leave rather than remain on vacation time off.

Section 4 – Vacation Preference. The following vacation preference procedure shall be available for those employees wishing to put in for vacation time:

Eligible employees shall submit a written request every six months by November 1 and May 1 annually.

Vacation preferences shall be granted by classification seniority once the operational needs of the department, as determined by the Chief of Police, are met.

The vacation preferences will be posted on the six-month schedules due out December 1 and June 1 (effective January 1 and July 1 respectively)

An employee may request to use vacation time that has not been selected during the annual selection period. Such selections shall be made and granted on a first requested, first granted basis. In the event of a conflict, classification seniority shall govern the selection. Employees shall attempt to give (10) ten days' notice of short-term vacation requests, and reasonable effort will be made by the employer to grant such requests. However, nothing shall prohibit the granting of requests not made in 14 days if scheduling/staffing is adequate.

The University will make a good faith effort to grant vacation requests for bargaining unit members who do not sign up prior to the vacation preference period listed above or who subsequently desire to change their scheduled vacation. However, the decision of whether to grant vacation is in the sole discretion of the University.

Article 26 – Sick Leave

Section 1 – Sick leave. Sick leave shall not be used in place of other paid leaves. Sick leave's sole purpose is to provide income insurance to employee's for lost time due to illness or injury.

Employees will earn sick leave at the rate of 4.6 hours for each pay period in which the employee is in active pay status. Employees in active pay status for less than eighty (80) hours in a pay period will receive a pro-rated accrual amount. Consistent with Wright Way policy, sick leave accrual is unlimited.

When a bargaining unit employee is unable to report to work, he or she should if possible notify his or her supervisor or another available supervisor at least four (4) hours, but not less than two (2) hours before his or her required reporting time, unless unusual and critical circumstances exist.

Sick leave may be granted only with the written approval of the employee's supervisor only for the following reasons. Employees must sign a sick leave request form stating a satisfactory reason for the request. The employer's approval is discretionary.

- A. Illness or injury of the employee or a member of the employee's immediate family.
- B. Death of a member of the employee's immediate family, eligible for up to five (5) workdays at the discretion of the employee. Vacation time may be granted after the fifth day upon a showing that circumstances require travel out of the surrounding area or a showing that an earlier return would create a hardship on the Bargaining Unit member.
- C. Medical, dental or optical examinations of the employee or the employee's immediate family if such examinations cannot be conducted during the employee's off-duty hours. The employee will furnish the employee's supervisor with proof of the need for the examination during working hours.
- D. If an employee is afflicted with or exposed to a contagious disease, and the presence of that employee would jeopardize other employees as stated in writing by a physician, that employee shall take sick leave.

"Immediate family" for the purposes of this Section means spouse, son, son-in-law, daughter, daughter-in-law, father, father-in-law, mother, mother-in-law, sister, sister-in-law, brother, brother-in-law, child, grandchild, grandparents, legal guardian or person who can prove that they legally stand in place of a parent.

When an employee seeks sick leave for the illness or injury of either the employee or a member of the employee's immediate family, the attending physician's attestation that the employee was unable to work or that the attendance of the employee was necessary to care for the family member shall be required for absences from work of the employee in excess of three (3) consecutive work days.

An employee who is hospitalized or who has provided a medical statement indicating the expected date of return to work shall not be required to call in daily.

Bargaining unit employees are prohibited from engaging in activities that are inconsistent with the claimed inability to work or the claimed need to care for a seriously ill member of the immediate family during use of their sick benefit or disability leave, including leave for the serious health condition of the bargaining unit employee or a member of the bargaining unit employee's immediate family under the Family and Medical Leave Act (FMLA), without advance approval of the University. Such approval shall not be unreasonably denied.

If the University questions the reason(s) offered by the employee for his/her sick leave, the University may require the employee to be examined by a physician or other licensed health care provider identified by the University at the University's expense. If the University's chosen health care provider and the employee's health care provider have conflicting opinions, a third health care provider chosen by the first two will make the final decision. The costs associated with the third health care provider will be the University's responsibility. Failure to submit to the examination(s) shall constitute grounds for disciplinary action.

Falsification of a physician's or other licensed health care provider's statement, or misrepresentation of the reason(s) for an employee's absence may be grounds for progressive disciplinary action as outlined in this agreement.

Upon retirement or death of an employee after ten (10) years of service, when the employee is defined as being eligible for retirement in one of the state retirement systems, the employee or his/her estate shall be entitled to receive payment of twenty-five percent (25%) of accumulated but unused sick leave not to exceed three hundred fifty (350) hours paid at the employee's then existing hourly rate provided that the employee had accrued one hundred (100) hours of sick leave.

Section 2 – Patterned Sick Leave Usage. Patterned Sick Leave Usage is defined by any or all of the following:

1. Consistent use of sick leave as soon as it has accrued;
2. Consistent use of sick leave on the same day of the week unless the use has been approved for known, ongoing treatments;
3. Consistent use of sick leave on the day(s) before and/or after regularly scheduled days off or holidays;
4. Consistent use of sick leave following overtime assignment;
5. Consistent use of sick leave adjacent to other paid leave.

Bargaining unit employees who exhibit excessive patterned sick leave usage are subject to progressive disciplinary action.

Section 3 – Excessive Use of Sick Leave. The University shall maintain records of sick leave used for each calendar year for all bargaining unit employees. With each utilization of sick leave, a determination shall be made whether the absence is certified or uncertified. For purpose of determining certified leaves, FMLA, Workers’ Compensation, physician verified hospitalization and recovery and physician verified sick leave use for family or personal use of sick leave shall be considered certified.

For purposes of this Article, “physician verified sick leave” shall mean that the employee’s physician, or employee’s family member’s physician, provides documentation on his or her letterhead or prescription pad that indicates the employee’s time in the office as well as the employee’s inability to perform their job for a defined amount of time.

Any employee that uses in excess of sixty-four (64) hours of uncertified sick leave in a calendar year will receive:

1. A letter indicating that they have used in excess of sixty-four (64) hours of uncertified sick leave for the calendar year, and
2. Coaching on improving attendance and on the ramifications of using excessive sick leave.

Identified excessive users of sick leave shall be required to certify all further uses of sick leave for the calendar year. Failure to certify further sick leave usage may result in progressive disciplinary action.

Article 27 – Leaves of Absence

Section 1 – Military Leave. Applicable Wright Way Policy, federal and state law and/or successor language shall govern military leaves.

Section 2 – Personal Leave. Upon written application, an employee may be granted a personal leave of absence at the sole discretion of the University for a maximum duration of six (6) months, which may not be extended. Such leave must be for justifiable reasons and must not adversely affect University operations. If, without the consent of the University, the employee accepts employment elsewhere during the leave of absence, the employee shall be terminated. Salary and benefits are not continued during a personal leave.

Section 3 – Jury Duty. If an employee is required to perform jury duty, the employee shall receive the employee's full wages for that period of required jury service. In order to receive this full University pay, the employee must promptly submit proof of jury service and time served and must promptly return to work during any periods not required to serve on the jury or after service is finished.

Section 4 – Educational Leave. Upon written application, an employee may be granted a personal leave of absence at the sole discretion of the University for a duration of up to six (6) months for purposes of education and may be extended by six (6) month

increments up to a maximum period of two (2) years. Such leave must be for justifiable reasons and must not adversely affect University operations. If, without the consent of the University, the employee accepts employment elsewhere during the leave of absence, the employee shall be terminated from employment.

Section 5 – Injury Leave. When a bargaining unit member who is performing duties unique to law enforcement (e.g. restraining a suspect) suffers an injury or contracts an occupational illness (e.g. hepatitis contracted in the line of duty) in the course of and arising out of their unique employment with the University and a worker's compensation claim for such injury or illness is certified by the University, the employee will be granted a leave of absence with normal pay for up to two hundred and forty (240) hours. In the event that the employee is unable to return after the allotted time, the bargaining unit member may use sick leave, vacation, and compensatory time, or the member may avail himself or herself of workers' compensation benefits. Whether or not the University itself decides to pay the employee's workers' compensation benefits, the University will submit a Workers' Compensation Claim form describing the incident.

The University may require certification(s) from a qualified licensed physician to support the payment of injury or sick leave. The University shall have the right to order a physical examination by a qualified licensed physician of its choice and at its expense at any time during the period of such injury leave.

Any wage benefits received by the bargaining unit member under the State's Workers' Compensation Laws for any period for which the employee has received benefits under this Section will be paid by the employee to the University. The bargaining unit member is responsible for reporting and verifying the receipt of any such benefits and for transferring such benefits to the University.

Section 6 – Disability Leave. Disability leave may be granted for a maximum period of six (6) months. Disability leave is granted by the University contingent upon the written statement of the employee's physician and/or the University's physician that the employee is disabled and prevented from performing the normal duties of the position. Disability leave runs concurrently with an employee's sick leave and/or FMLA entitlement. The University will continue to pay the University share of the medical, vision, disability and life insurance premiums for not more than six (6) months from the beginning of the leave, provided the employee on disability leave continues to pay the employee portion.

While on disability leave, the employee will not earn sick days or vacation days. The University may require the employee to be examined by a University appointed physician at any time. The cost of such examination will be paid by the University.

Eligibility to return to work from a Disability Leave is depended upon approval by the employee's attending physician and/or University approved physician. A written

statement from the employee's attending physician must be submitted through supervision to Human Resources.

Section 7 – Federal Family and Medical Leave Act (FMLA) Concurrent Leave. If any of the leaves taken under this Article would qualify for leave under the FMLA, the employee's time off shall run concurrently with available FMLA leave for the applicable period of time.

Section 8 – Return to Work. If the employee fails to report to work at the expiration of any approved leave, his or her employment shall be terminated. Any activities performed by the employee on approved leave (including sick leave) that are inconsistent with the purpose of the leave shall result in appropriate disciplinary action.

Upon returning from sick leave or disability leave of less than six (6) weeks, the bargaining unit employee shall be assigned to the same position, job classification, and pay held prior to leave, if practicable.

If an employee elects to return from any unpaid leave before the leave expires, the University shall honor the request if all proper conditions have been met upon thirty (30) calendar days advance notice.

Should an employee be returned to work after a disability separation, pursuant to the rules and regulations of the Ohio Public Employee's Retirement System (OPERS), his or her seniority (both departmental and classification) will be restored.

Section 9 – Unpaid Leave. Employees whose paid leave balances have been depleted may be granted unpaid leave for emergency situations. When an employee has advance knowledge of the need for unpaid leave, the request for leave must be in writing.

All requests for unpaid leave must be made in advance through the employee's supervisor to the Chief Human Resources Officer or designee. Such approval shall not be unreasonably denied. Unauthorized, unpaid leave will be subject to progressive disciplinary action.

Section 10 – Winter Leave. If the University, in its sole discretion, chooses to close during the period between the Christmas Day Holiday and the New Year's Day Holiday, bargaining unit members shall be eligible for Winter Break and/or Winter Leave on the same basis as other non-represented, classified staff.

Employees who are assigned to work during the above period and are unable to use any portion of the provided bank of Winter Leave during the Winter Break will be permitted to use that time between the first of the year and June 30th. This time must be taken in full day increments (based on FTE and regular work schedule) and is subject to the same approval process as vacation time.

Article 28 – Training

The Chief of Police or his or her designee may establish a planned program of in-service and on-the-job training to all personnel, which shall be current, consistent, and job related.

The Chief of Police or his or her designee may post schools or seminars available that relate to the employee's profession, as practical. The employees may submit a training request form to provide a show of interest in a specific school or seminar posted. Training will be approved or denied as soon as practicable within fiscal year constraints.

Each bargaining unit member will be given a minimum of sixteen (16) hours of training annually to include the professional continuing education as required by the State of Ohio. This training shall be in addition to in-house training offered by the department.

Article 29 – Benefits

Section 1 – Insurance. The University will provide bargaining unit employees the same program of health, medical, dental, vision, group disability, voluntary short-term disability and life insurance under the same terms, conditions, limitations and restrictions as that available to all other eligible University employees.

The University agrees to notify the Union sixty (60) calendar days in advance of any changes that may be deemed necessary to that plan during the life of this Agreement.

Section 2 – Tuition Remission. Bargaining unit employees shall receive the same tuition remission benefits as those received by other University employees.

Section 3 – University Wellness Initiatives. Should the University provide programming, discounts or incentives related to Wellness and Fitness to its non-represented staff employees, any such program, discount or incentive shall accrue to bargaining unit members on the same basis.

Bargaining unit members are permitted to request use of the fitness/weight room located at the Nutter Center. Approval will be at the sole discretion of the University personnel in charge of managing the facility.

Article 30 – Uniform Allowance

Section 1 – Eligibility. The University shall furnish the initial issue uniform and shall supply necessary equipment to new employees who are required to wear uniforms, including employees selected for the Bike Patrol. The initial issue uniform shall be new; however, the University may recycle serviceable equipment at its discretion. Thereafter, at its discretion the University will replace uniforms and equipment on an as needed basis. With input from the affected employee's immediate supervisor, management in its sole discretion will determine when "as-needed" replacement is necessary. Any items determined to need replacement must be turned in to management. Employees on

extended leave shall not be entitled to the provisions of this Article until they return to continuous service during which they are actively working.

Should an officer be selected for the bike patrol, management at its discretion may proportionately reduce the standard uniform.

Uniforms shall only be applicable to uniformed officers; however, non-uniformed officers may be entitled to non-standard uniforms and equipment at management’s discretion.

Section 2 – Uniform and Equipment Vendors. The University in its sole discretion shall determine the:

- standards for all uniforms worn and equipment used by bargaining unit members;
- vendors used to purchase uniforms and equipment;
- number of vendors that will be used;
- brands of uniforms and equipment; and
- specific uniform and equipment items to be purchased.

The University reserves the right to make a change in uniform style and color. If the uniform is changed, the University will meet to receive input from employees and the Union. When the University implements the change, it will issue the new uniform or parts of the uniform for those parts that have been changed.

Section 3 – Standard Uniform and Equipment List. All new employees shall receive the following uniform items and equipment upon hire:

Items (all items ‘standard’ unless otherwise noted)

Duty shoes*	One pair	Shirts (long-sleeve)	Five
Uniform pants	Five	Shirts (short-sleeve)	Five
(or may substitute above with three standard and two “summer B”)		(or may substitute above with three standard and two “summer B”)	
Duty coat	One	Crash template	One
Hat (w/ cover)	One	Rain coat	One
Ties	Three	Stinger flashlight (w/ case)	One
Name badges	Two	Uniform badges	Two
Holster	One	Magazine pouch	One
ASP (w/ holder)	One	Canister of OC w/ holder	One
Handcuffs (with keys)	Two pair	Double handcuff case	One
Radio holder	One	Radio earpiece	One

Inner duty belt	One
Belt keepers	Four
Tie tack with Ohio seal	One

Outer duty belt	One
Key holder	One
Duty bag	One

*All items other than standard duty shoes are the property of the University and shall be returned immediately upon separation of employment.

Section 4 – Bike Patrol Uniform and Equipment List. All employees assigned to Bike Patrol shall receive the following uniform items and equipment upon assignment:

Items (all items 'standard bike patrol' unless otherwise noted)

Riding gloves*	One pair	Uniform pants	Three
Shirts (long-sleeve)	Three	Shirts (short-sleeve)	Three
Jacket	One	Winter hood	One
Ball cap	One	Stinger flashlight case	One
Holster	One	Magazine pouch	One
ASP holder	One	OC holder	One
Double handcuff case	One	Radio holder	One
Outer duty belt	One	Inner duty belt	One
Key holder	One	Belt keepers	Four
Bike helmet	One		

*All items other than standard bike patrol riding gloves are the property of the University and shall be returned immediately upon separation of employment.

Section 5 – Body Armor. The University shall provide new body armor for every new employee, and shall provide new body armor for every employee in accordance with the manufacturer instructions on vest longevity. The University in its sole discretion will determine which body armor will be used, the vendor from whom the armor will be purchased, the level of body armor protection, the brand of body armor to be purchased, and when any changes are necessary.

Body armor must be worn at all times when outside the Campus Services Building (or other Police Headquarters location) while in uniform. Officers and Sergeants will be issued both an internal and external vest carrier.

Section 6 – Standards of Usage. Bargaining unit employees who are provided uniforms and equipment are required to wear the uniform and use the equipment provided by the University unless given an explicit exception from the Chief of Police. Employees will also

maintain an extra complete uniform change in their assigned locker. In addition, officers will be subject to inspection of uniforms and equipment at any time while on duty.

All uniforms and equipment provided by the University shall only be used in the performance of law enforcement duties in the context of employment at the University. Employees not meeting published department uniform standards, or employees wearing uniforms or using equipment outside of the context of University employment shall be subject to disciplinary action, up to and including termination of employment.

Section 7 – Firearms Training Allowance. The University shall provide a Firearms Training Allowance for each bargaining unit employee in the amount of \$200.00 (gross) to be paid in two installments of \$100.00 each. The payments will be made in July and January of each year of this agreement. These will be paid only to employees who are active on the payroll as of the date of payment and employees who separate from the university within 3 months of any particular installment will be required to repay it on a prorated basis.

This allowance is to be used for ‘range time’ and other expenses related to maintaining up-to-date qualifications and training in the use of University issued firearms.

Article 31 – Wages

Section 1 – Police Officer Job Rates. Effective July 1, 2021, the job rate for Police Officer will increase by two and one half percent (2.5%).

Classification	Job Rate 7-1-19	Job Rate 7-1-20	Job Rate 7-1-21
Police Officer	\$24.96	\$24.96	\$25.58

During the term of this agreement, should any recognized Wright State University staff bargaining unit reach a signed agreement that results in a higher percentage across-the-board increase than provided to members of this bargaining unit, the University agrees to adjust the wage percentage increase provided to this unit effective on the same date as it is effective to the other unit.

Upon any job rate change, a new chart shall be created by the University and distributed to the Union and SERB and all employees will be moved to the appropriate job rate (in consideration of Sections 1 and 2 and Section 3).

Section 2 – Police Sergeant Job Rate. The job rate for Police Sergeant will maintain the current differential of 22% higher than the job rate of the Police Officer classification. Any increase in the Police Officer job rate will result in the maintenance of the 22% differential for the Police Sergeant job rate.

Classification	Job Rate 7-1-19	Job Rate 7-1-20	Job Rate 7-1-21
Police Sergeant	\$30.45	\$30.45	\$31.21

Section 3 – Wage Structure for First Two Years in a Classification. Employees shall receive, for the first year of employment in a classification, 90% of the job rate for that job. In the second year of employment in a classification, employees shall receive 95% of the job rate for that job. Upon commencement of the third year of employment in a classification, employees shall receive 100% of the job rate for that job.

The job rate used in the calculation above shall be the 100% job rate in effect on the anniversary date.

Section 4 – Promotions/Demotions. Employees who are promoted or demoted will receive the job rate of the new job to which they are promoted or demoted taking into account Section 2 above. Subsequent pay increases will be subject to the provisions of Sections 1 and Section 2 and Section 3 above, as applicable.

Section 5 – Shift Differential. Effective the first full pay period after the ratification of this agreement, shift differential shall be paid at the rate of fifty cents (\$0.50) per hour for all hours assigned to work on assigned shifts other than regular first shift along with all hours worked on weekends.

Article 32 – Other Pay Considerations

Section 1 – Call-in/Call-Back. Employees shall receive a minimum of four (4) hours of pay at the employee’s regular hourly rate under the following conditions:

- When the University requires an employee to report to work on a day the employee is not otherwise scheduled
- When employees are contacted at home by a supervisor or designee, and are required to leave their residence to perform University business.

This section will not apply to:

- Any time addressed in the section entitled “Court Appearances”
- Any time contiguous with the employee’s normally scheduled shift
- Any time scheduled at least two weeks in advance
- Any time that is due to an employee not filling out his or her time sheet

Section 2 – Court Appearances. The University shall grant a minimum of four (4) hours of court leave with pay to an employee when subpoenaed or directed by the department to appear before any court, commission, board, or other legally constituted body authorized by law to compel the attendance of witnesses, where an employee is not the

moving party to the action and the court leave is not contiguous with the employee's scheduled shift.

Additionally, the University shall grant a minimum of four (4) hours of court leave with pay to a bargaining unit employee when directed to appear in a hearing held by Wright State University's Office of Judicial Affairs or directed to appear by Police Department management or Human Resources as a witness in a grievance hearing or due process meeting when the court leave is not contiguous with the employee's scheduled shift.

Article 33 – Canine Officer Compensation

Section 1 – Officer Responsibility. It is the Canine Officer's responsibility to feed, bathe, maintain a clean living environment, keep secure, and provide all health care needs for the assigned canine. It is also the Canine Officer's responsibility to ensure the wellbeing of the assigned canine's health and to be cognizant of any health issues that could affect the canine's ability to perform the duties assigned. The Canine Officer shall be compensated for canine maintenance at a rate of ten (10) hours per pay period. The Canine Officer will receive the ten (10) hours of compensation at the appropriate rate in the form of pay, and cannot be saved as compensatory time. Overtime hours earned under this Article will not be counted in the hours associated with Article 22, Additional Assignments.

Section 2 – Employer Responsibility. Wright State University shall be responsible for all charges that arise from veterinary bills, feed, yearly registration fees and all vaccinations required with prior approval. The dog shall be registered in the name of the University until Section 8 becomes operative. The University shall also pay the kennel costs to house the canine while the Canine Officer is on vacation leave and is unable to care for and maintain the canine.

Section 3 – Training. Regular biweekly training sessions with the other area handlers will be accommodated by modifying the Canine Officer's scheduled shift on those days so that the training would occur during the officer's regularly scheduled shift. When a regular biweekly training session is mandated by management and falls on the Canine Officer's scheduled off-day, the officer would be entitled to be paid at the applicable rate of pay for attending the training.

Section 4 – Shift Schedule. On regularly scheduled non-training days the Canine Officer's regular shift may be scheduled to begin at a time appropriate to the officer's duties as canine officer notwithstanding any other contract provisions. It is agreed that all non-training work shifts will begin at the same time.

Section 5 – Travel. Travel in a University vehicle will be covered as stated in Wright Way Policy 2601 and if applicable, the Officer would be covered by Injury Leave.

Section 6 – Complete Compensation. It is agreed that the provisions outlined above fully compensate the Canine Officer for all off-duty tasks associated with the assignment as Canine Officer including, but not limited to, feeding, grooming, and transporting of the canine, clean-up, routine vehicle cleaning and maintenance, transporting the vehicle for maintenance, taking the canine for scheduled and unscheduled visits to the veterinarian, and picking up supplies for the canine.

Section 7 – Minimum Term Service. In consideration of the investment the University has made in the Canine Officer's training and any improvements to the officer's private real estate, an assigned Canine Officer agrees to continue as the University's Canine Officer for a minimum term of five (5) years unless the University agrees to waive that requirement or determines that the Canine Officer is not fit to continue in that capacity. Although the University will not ask an assigned Canine Officer to waive the officer's rights to test for any promotional opportunities for which the officer might qualify, it is agreed that an assigned Canine Officer will not continue to serve as Canine Officer should the officer be promoted during the term of the officer's five (5) year agreement unless the university, in its sole discretion, allows the Canine Officer to continue.

Section 8 – Retirement of Canine. Should the canine become unfit for service in Police Department operations at any time, ownership of the canine shall be first offered to the Canine Officer for \$1.00 plus any applicable tax. At such time, the Canine Officer shall no longer be compensated in any manner for care of the canine and, if the officer accepts ownership, the officer shall assume all costs of ownership.

Section 9 – Management Rights. The University reserves all management rights set forth in this Agreement as they relate to the canine officer program. Management may establish rules and regulations for the program not addressed by the agreements above. The University in its sole discretion may discontinue the canine program at any time.

Section 10 – Dog Handler Equipment. The Employer shall provide a canine, training based on the recommendation of the training provider, training needs, veterinary services, food, chains, collars, a kennel, dog house, and other necessary canine care procedures or supplies. A standard Patrol car will be professionally modified to accommodate the canine. The Employer will provide canine familiarization training to all affected Police Personnel.

A boarding contract will be established to provide boarding for the canine when the Dog Handler is on vacation and unable to furnish care for the canine. Boarding will be available when the Dog Handler is on approved leave.

Section 11 – Dog Handler Selection. Selection of the employee to fill the position shall be based upon ability and seniority. The following criteria will be used to determine the ability of an Officer to carry out the varied responsibilities associated with being a Dog Handler:

1. Experience as an Officer.
2. Demonstrated ability to apply good judgment, common sense, and the appropriate Wright State policy to a variety of situations. In addition, performance, education, experience, communication skills, deportment, and supervisory opinion supported by fact will be considered.
3. Demonstrated ability, which may include past interest and participation in the Wright State Police K9 Program.
4. Demonstrated understanding of the laws of arrest and search and seizure.
5. The Officer must be in and maintain good physical condition.
6. Demonstrated good communication skills and the ability to act as an instructor or presenter before large groups, both public and law enforcement.
7. The Dog Handler and his family must be willing to accept the added responsibility of caring for a large canine. Careful consideration will be given to the impact on the family. Upon request, a committee representative or designee will meet with the persons who reside with the Officer to ensure all are given a realistic preview of the inherent possibilities and potential adjustments associated with the dog handler position.
8. The Dog Handler must have the ability and sufficient property to have erected a 6x10x6 kennel with a doghouse and to keep a dog at the residence.
9. Dog Handlers selected for the assignment must agree to a minimum five (5) year assignment as a Dog Handler. A contract will be entered into by the parties which imposes a financial penalty for failure to fulfill a five (5) year assignment. The monetary penalty will be prorated based upon the cost of training the Dog Handler. Extenuating mitigating circumstances will be considered. Officers being promoted to Sergeant will not be imposed the financial penalty should the Chief mandate them to relinquish the K-9.
10. The Officer candidate will be asked to submit a letter of interest prior to a scheduled interview with the selection committee. The interview will focus on the following areas (list is not inclusive).
 - a. Explanation of the assignment.
 - b. Laws of arrest and search and seizure.
 - c. A review of the Officer's qualifications.
 - d. The Officer's interests, expectations and questions concerning the position.
 - e. The selection committee will consist of the following staff officers:
 1. Current Handlers
 2. A Command Staff Member

Article 34 – Special Assignments

Section 1 – Special Assignment Premium. Management, at its discretion, may assign a bargaining unit employee to serve in a designated special assignment. Special assignments consist of two types: Continuous Special Assignment and Intermittent

Special Assignment. No bargaining unit member may receive more than one special assignment premium for any given hour of work. The premium shall be \$0.75 per hour. The premium shall be applied to every hour worked in the case of continuous special assignments. The premium shall only be applied to hours actually engaged in the special assignments in the case of intermittent special assignments. All special assignments shall be determined by the Chief of Police and he or she will designate each assignment as continuous or intermittent.

Section 2 – Acting Supervisor/Shift Officer-in-Charge (OIC). If an Officer is designated as a shift "Officer-in-Charge," the Officer shall receive a premium of \$2.00 per hour for any hours which he or she is performing that assignment. The pay adjustment for designated "Officer(s)-in-Charge" shall not be combined with other premium pay adjustments listed in Section 1 above.

Article 35 – Legal Defense

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

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

Article 36 – Off Duty Employment

Bargaining unit members shall not engage in off-duty law enforcement, fire, security, public or private safety employment without the express written approval of the Chief of Police or his or her designee. Bargaining unit members who are approved to perform off-duty employment may not use any Wright State University equipment and may not act or otherwise exercise police authority directly or under the color of the Wright State University Police Department.

In addition, bargaining unit members who are approved for off-duty employment outlined above shall provide the Chief of Police or his or her designee annually with written proof that their off-duty employer has covered them for liability purposes and has indemnified Wright State University and Wright State University Police Department for any liability arising from their employment for the off-duty employer.

Article 37 – Retirement

Upon the retirement of a bargaining unit member, the following provisions will apply.

Section 1 – Insignia. Bargaining unit members who reach retirement shall be presented with a police department badge marked “Retired,” a departmental patch, service decorations and nameplate.

Section 2 – ID Card. Retiring bargaining unit members shall be issued a departmental identification card, which states “retired,” consistent with Federal Law.

Section 3 – Purchase of Service Weapon. Retiring bargaining unit members with a regular service retirement shall be permitted to purchase their assigned service weapon for fair market value. “Fair market value” will be determined at the sole discretion of the Chief of Police.

Article 38 – Parking

Bargaining unit employees shall pay for parking at the same rates as other University classified employee.

Article 39 – Furloughs

The University and the Union recognize that severe financial conditions may arise which necessitate the use of furloughs.

Furlough Leave is when the university has determined that bargaining unit members can be placed into a temporary, no-duty, non-pay status. Furlough leaves are different from layoffs in that impacted employees continue working on a reasonably regular basis, except for a temporary period without pay.

Mandatory Scheduled Furlough Leave Days are leave days that have been identified by the president, or her/his designee, as official furlough leave days, required to be taken within an applicable fiscal year.

Before a furlough leave is implemented, the president or designee will perform an analysis to ensure the cost-savings effectiveness. If it is determined that a significant cost-savings can be realized by the activation of a furlough leave, the president or designee will provide campus-wide notification no later than 30-days prior to implementation of the furlough leave, except in the event of any major university crisis, such as a catastrophe, natural disaster or in the event of financial exigency.

The University reserves the option to exempt any employee earning below a designated annualized minimum salary, as determined by the president or designee, from being required to take mandatory furlough leave. The president or designee will communicate the minimum salary threshold prior to the enactment of mandatory furlough leave days.

The number of days of mandatory furlough leave for bargaining unit employees shall be set at a maximum of five (5) days [40 hours] per fiscal year. Furlough leave days for bargaining unit employees will not exceed more than two (2) days [16 hours] within a given pay period.

Impacted employees are not permitted to perform work while on a furlough leave. This requirement will be strictly monitored.

No vacation, sick leave or compensatory time will be approved in lieu of a period of mandatory furlough leave. Additionally, paid holidays or other paid time off cannot be substituted for furlough leave days.

New employees who have six (6) months or less service with the university at the time of an enactment of mandatory furlough leave will be exempted from furlough leave within that fiscal year. However, new employees with more than six (6) months of service with the university, at the time of an enactment of mandatory furlough leave, who meet the annualized salary threshold, will be required to take mandatory furlough leave days.

Supervisors may not permit bargaining unit employees to work overtime for a regular shift in a week in which there is mandatory furlough leave. Overtime should not be used to subvert furlough leave requirements. At the sole discretion of the University, additional assignments will only be permitted for events and/or other activities outside an employee's regular schedule as required by the University.

Furlough leave days may be taken in eight (8) hour or four (4) hour increments only, except for those part-time employees whose prorated furlough leave requirement is not evenly divisible by four (4).

All furlough leave days shall be documented on timesheets as 'Furlough Leave' for payroll and leave records. Leave accruals will continue with the use of a specific furlough leave code on bi-weekly time sheets.

Article 40 – Duration

Section 1 – Effective Dates. This Agreement shall be effective from July 1, 2019, until and including June 30, 2022.

Section 2 – Negotiation for New Agreement. Any extension, modification or renegotiation of this agreement shall be in accordance with Chapter 4117.14 of the Revised Code.

Section 3 – Committees. The Union and the University have the right to select their own Negotiations Committee and to change committee members at will. The Union specifically reserves the right to have a Staff Representative, Attorney, Accountant or other Consultant to serve as members of the Negotiations Committee.

Section 4 – Private Meetings. The parties agree to negotiate in private meetings pursuant to Section 4117.21 of the Ohio Revised Code.

Section 5 – Meeting Frequency. Negotiation meetings will be held at least once every week, unless mutually agreed otherwise, during a period beginning a minimum of ninety (90) days before the expiration of this Agreement.

Section 6 – Spokesperson. The Negotiation Committees will formally communicate with each other through a spokesperson named by each party.

Section 7 – Informal Minutes. Each party may informally keep its own minutes or written records of the negotiations. No official transcript of the negotiations will be maintained.

Section 8 – Caucus and Adjournment. Either party has the right to call a caucus at any time or to adjourn the negotiations session.

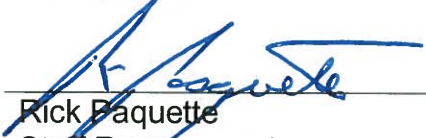



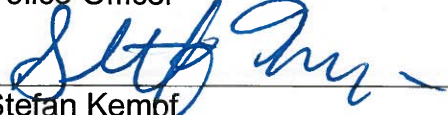
Signatures

This agreement is approved and signed by:

Wright State University

	8-22-19
Emily Hamman Director, Talent Management and Staff Labor Relations	Date
	8-23-19
David Finnie Chief of Police	Date
	8-22-19
Bill Whaley Human Resources Business Partner	Date

Fraternal Order of Police/Ohio Labor Council, Inc.

	8/28/19
Rick Paquette Staff Representative	Date
	09/10/2019
Kurt Holden Police Sergeant	Date
	9-3-19
Chad Oleyar Police Sergeant	Date
	9/3/19
Zachary Norman Police Officer	Date
	9-3-19
Stefan Kempf Police Officer	Date

Memorandum of Understanding

Agreement for Reimbursement of Employee-Requested Training Expenses

WHEREAS, the bargaining-unit employee identified below acknowledges that the Wright State University Police Department has incurred expenses on behalf of the employee for employee-requested training; and

WHEREAS, it is acknowledged by the undersigned that these expenditures are expected to be recaptured through services by the employee with the Wright State University Police Department after completion of said employee-requested training and that the Department will suffer detriment if the undersigned should take employment elsewhere during a period of two (2) years;

NOW, THEREFORE, it is hereby agreed as follows:

1. I, _____ in consideration of the Agreement by Wright State University to provide me with training, I do hereby agree to successfully complete the training and hereby agree that in the event my employment with the Police Department ceases due to any cause other than termination of employment as defined below, during the first two (2) years of employment, I will reimburse the Wright State University Police Department for all expenses incurred in connection with my training on a pro-rated basis.
2. Definition of Termination – “Termination” as used in this Agreement shall mean any discontinuance of the employee’s employment initiated by Wright State University.
3. Layoff – In the event the employee is laid off from employment with the Wright State University Police Department, this Agreement shall become null and void.
4. Pro-Rated – The proration calculation shall constitute the total actual University cost for all employee-requested training for the period divided by twenty-four (24) multiplied by the difference of twenty-four (24) and the number of months the employee has worked.
5. Month – “Month” shall be defined by dividing the number of calendar days since the beginning of employment by thirty (30).

An employee’s signature below makes the reimbursement of training costs a condition of employment, and as such the employee agrees that this payment can be taken from the employee’s last pay. The pro-rated payment of the reimbursement obligation shall be made before the issuance of the employee’s final pay or within one (1) month from separation of employment, whichever occurs first. The employee agrees that in the event of a failure to make any payment required pursuant to this agreement in a timely manner, the total amount for the reimbursement obligation including any legal fees, court costs or

attorney fees, or other cost of collection efforts to collect any delinquent sums owing pursuant to this Agreement incurred by Wright State University, shall be paid by the employee.

Dated the _____ day of _____, 20__.

Applicant's Printed Name


Witness

Applicant's Signature

Witness

Accepted and Agreed

Wright State University



Emily Hamman
Director, Talent Management and Staff Labor Relations

Date

8-22-19

Fraternal Order of Police/Ohio Labor Council, Inc.



Rick Paquette
Staff Representative

Date

8/28/19