

AGREEMENT

BETWEEN

**WRIGHT STATE
UNIVERSITY**



AND

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



(Police Officer and Police Sergeant)

July 1, 2011 - June 30, 2014

Table of Contents

ARTICLE 1 - Agreement	- 5 -
ARTICLE 2 - Recognition and Savings	- 5 -
Section 1. Recognition.	- 5 -
Section 2. Validity.....	- 6 -
Section 3. Reopening.	- 6 -
Section 4. State Law.....	- 6 -
ARTICLE 3 - Management Rights.....	- 6 -
ARTICLE 4 - Nondiscrimination	- 7 -
Section 1.Non-Discrimination.	- 7 -
Section 2. Harassment.	- 7 -
Section 3. Grievances/Affirmative Action.....	- 7 -
ARTICLE 5 - No Strike/No Lockout.....	- 7 -
Section 1. Union Pledge.	- 7 -
Section 2. Member Responsibility.	- 7 -
Section 3. Union Responsibility.....	- 8 -
Section 4. Penalty.....	- 8 -
Section 5. No Lockout.	- 8 -
ARTICLE 6 - Dues Deduction & Fair Share Fee	- 8 -
Section 1. Dues.....	- 8 -
Section 2. Fair Share Fees.	- 8 -
Section 3. Reimbursement/Rebate.....	- 8 -
Section 4. Remittance.	- 9 -
ARTICLE 7 - Substance Abuse.....	- 9 -
Section 1. Expectations.	- 9 -
Section 2. Prescribed Medications.....	- 9 -
Section 3. Sources of Employee Assistance.	- 9 -
Section 4. Reasonable Suspicion Substance Abuse Testing.....	- 9 -
Section 5. Definitions	- 9 -
Section 6. Supervisory Referrals for Substance Abuse Testing.....	- 10 -
Section 7. Substance Abuse Testing Process.	- 10 -
Section 8. Employee Self-Disclosure.	- 11 -
Section 9. Mandatory Reasonable Suspicion Determination.	- 11 -
Section 10. Employee Refusal to Submit to Substance Abuse Testing.....	- 12 -
Section 11. Tampering.	- 12 -
ARTICLE 8 - Ohio Labor Council/FOP Activities	- 12 -
Section 1. Bargaining Committee.	- 12 -
Section 2. No Loss/No Gain.....	- 12 -
Section 3. Union Activities.	- 12 -
Section 4. Bulletin Board.....	- 12 -
ARTICLE 9 - Safety	- 13 -

Section 1. Safety.....	- 13 -
Section 2. Equipment.....	- 13 -
ARTICLE 10 - Union Representation and Officers	- 13 -
ARTICLE 11 - Labor/Management Committee.....	- 13 -
Section 1. Labor/Management Committee.....	- 13 -
Section 2. Representation.....	- 13 -
Section 3. Meetings.....	- 13 -
Section 4. Notification.....	- 13 -
ARTICLE 12 - Grievances	- 14 -
Section 1. Grievances.....	- 14 -
Section 2. Procedure.....	- 14 -
Section 3. Submission to Arbitration.	- 15 -
Section 4. Fees/ Expenses	- 15 -
Section 5. Arbitration Decision.	- 15 -
Section 6. Responsibility for Notification.....	- 15 -
ARTICLE 13 - Responsibilities and Disciplinary Action	- 16 -
Section 1. Representation.....	- 16 -
Section 2. Offenses.	- 16 -
Section 3. Progressive Discipline.....	- 16 -
Section 4. Counseling.....	- 16 -
Section 5. Potential Levels of Discipline.....	- 16 -
Section 6. Arbitration.....	- 16 -
Section 7. Due Process Meeting.	- 16 -
Section 8. Garrity.	- 17 -
Section 9. Grievance.	- 17 -
Section 10. Polygraph.	- 17 -
Section 11. Retention.....	- 17 -
ARTICLE 14 - Seniority.....	- 18 -
Section 1. Seniority.	- 18 -
Section 2. Seniority List.....	- 18 -
ARTICLE 15 - Layoff - Recall.....	- 18 -
Section 1. Length of Service.....	- 18 -
Section 2. Bumping Rights.	- 18 -
ARTICLE 16 - Personnel Files.....	- 19 -
ARTICLE 17 - Performance Evaluation	- 19 -
Section 1. Evaluation.....	- 19 -
Section 2. Employee Comments.	- 19 -
Section 3. Unsatisfactory Performance.	- 19 -
Section 4. Evaluation Training.....	- 19 -
ARTICLE 18 - Permanent Promotions and Vacancies - Job Bidding	- 19 -
ARTICLE 19 - Job Classification.....	- 20 -
ARTICLE 20 - Probationary Period.....	- 20 -

ARTICLE 21 - Hours of Work.....	- 20 -
Section 1. Workweek.	- 20 -
Section 2. Hours Worked.	- 20 -
Section 3. Bargaining Unit Work.....	- 20 -
ARTICLE 22 - Overtime Equalization and Treatment	- 20 -
Section 1. Distribution.	- 20 -
Section 2. Definitions.	- 21 -
Section 3. Coverage.	- 21 -
Section 4. Scheduled Overtime Roster.	- 21 -
Section 5. Scheduled and Unscheduled Overtime.....	- 22 -
Section 6. Non-Bargaining Unit Personnel.....	- 22 -
Section 7. Stand-By.	- 22 -
ARTICLE 23 - Ancillary Forces	- 22 -
ARTICLE 24 - Rest Periods	- 23 -
ARTICLE 25 - Trading Time	- 23 -
Section 1. Trading Time.....	- 23 -
ARTICLE 26 - Call-In/Call-Back.....	- 23 -
ARTICLE 27 - Emergency Closing.....	- 23 -
Section 1. Closings.....	- 23 -
Section 2. Pay.....	- 24 -
ARTICLE 28 - Holiday Observance	- 24 -
Section 1. Holidays.....	- 24 -
Section 2. Holiday Pay.....	- 24 -
Section 3. Holiday Premium Pay.....	- 24 -
Section 4. Holiday Overtime Calculation.	- 24 -
ARTICLE 29 - Vacation	- 25 -
Section 1. Accruals.	- 25 -
Section 2. Payment, Maximum Accrual and Pay Out.	- 25 -
Section 3. Illness on Vacation/Bereavement.	- 25 -
Section 4. Preference Posting.	- 25 -
ARTICLE 30 - Leaves of Absence.....	- 25 -
Section 1. Personal Leave of Absence.....	- 25 -
Section 2. Disability Leave.....	- 26 -
Section 3. Educational Leave.	- 26 -
Section 4. Military Leave.....	- 26 -
Section 5. Sick leave.....	- 26 -
Section 6. Patterned Sick Leave Usage.	- 28 -
Section 7. Excessive Use of Sick Leave.....	- 28 -
Section 8. FMLA Set-Off.....	- 29 -
Section 9. Benefits During a Leave of Absence.....	- 29 -
Section 10. Return to Work.	- 29 -
Section 11. Unpaid Leave.....	- 29 -

ARTICLE 31 - Insurance	- 30 -
Section 1. Health Insurance.	- 30 -
Section 2. Short-term Disability Insurance.	- 30 -
ARTICLE 32 - Tuition Remission.....	- 30 -
ARTICLE 33 - Training	- 30 -
ARTICLE 34 - Uniform Allowance	- 30 -
Section 1. Eligibility.	- 30 -
Section 2. Uniform and Equipment Vendors.	- 31 -
Section 3. Standard Uniform and Equipment List.....	- 31 -
Section 4. Bike Patrol Uniform and Equipment List.....	- 32 -
Section 5. Body Armor.	- 32 -
Section 6. Standards of Usage.	- 33 -
ARTICLE 35 - University Wellness Initiatives.....	- 33 -
ARTICLE 36 - FOP Meetings and Events	- 33 -
ARTICLE 37 - Legal Defense.....	- 33 -
ARTICLE 38 - Court Appearances	- 34 -
ARTICLE 39 - Shift Differential.....	- 34 -
ARTICLE 40 - Wages	- 34 -
ARTICLE 41 - Scheduling.....	- 36 -
Section 1. Guiding Principles.....	- 36 -
Section 2. Shift Preference.....	- 36 -
ARTICLE 42 - Injury Leave.....	- 37 -
ARTICLE 43 - Off Duty Employment.....	- 37 -
ARTICLE 44 - Special Assignments.....	- 37 -
ARTICLE 45 - Retirement	- 38 -
Section 1. Insignia.	- 38 -
Section 2. ID Card.....	- 38 -
Section 3. Purchase of Service Weapon.....	- 38 -
ARTICLE 46 - Cancellation of Assignment	- 38 -
ARTICLE 47 – Negotiations.....	- 38 -
ARTICLE 48 - Duration	- 39 -
Section 1. Effective Dates.	- 39 -
Section 2. Negotiation for New Agreement.....	- 39 -
Signatures	- 40 -
MEMORANDUM OF UNDERSTANDING	- 41 -
Agreement for Reimbursement of Employee-Requested Training Expenses	- 41 -

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.

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/Affirmative Action. Members may grieve discrimination or harassment through the grievance procedure outlined in this Agreement or through the Office of Affirmative Action 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, slow downs, 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 - Dues Deduction & Fair Share Fee

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.

Section 2. Fair Share Fees. Bargaining unit employees shall either become dues paying members of the F.O.P., Ohio Labor Council, Inc., or remit to the Labor Council monthly, through payroll deduction, a fair share fee in an amount not to exceed the monthly dues of a dues paying member and in accordance with the provisions of the O.R.C. 4117.09 (c). This amount shall be deducted from the wages of all such non-members of the Labor Council and shall commence sixty (60) days after initial employment in the bargaining unit.

Section 3. 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. This includes but is not limited to any violation of the legal requirements for fair share rebates. The Council also agrees to distribute annually a copy of their fair share rebate procedure to each member of the bargaining unit paying fair share fees and make every reasonable effort to comply with changes that may be mandated by statute or applicable case law.

Section 4. Remittance. All dues and fair share fees collected shall be forwarded by the University to the F.O.P., Ohio Labor Council, Inc. once a month.

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.

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 will immediately send 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.

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, 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 - 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 on a no loss, no gain pay basis when attending any bargaining meetings.

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. 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).

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.

ARTICLE 9 - 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 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 10 - Union Representation and Officers

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.

ARTICLE 11 - 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 F.O.P. Staff Representative, two (2) representatives of the University, and the AVP of Human Resources or his or her designee.

Section 3. Meetings. The parties shall meet not more than once every three (3) months unless otherwise expressly agreed to by both the Union and the Chief of Police or his or her designee. 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 12 - Grievances

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 fourteen (14) business 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 fourteen (14) business days of that time, but in no event more than forty (40) business days after the occurrence of the event which gave rise to the grievance. Prior to filing a grievance, employees shall first attempt to resolve the matter informally with the Assistant Chief of Police or designee. This informal discussion may be waived only by agreement of the University and the Union.

Step 1. If the grievance is not resolved informally, the grievance shall be presented to the Chief of Police or designee. The Chief of Police or designee shall respond in writing within fourteen (14) business days from the date the grievance is received.

Step 2. If the grievance is not resolved at Step 1, it may be appealed in writing by the Representative to the AVP of Human Resources or designee within fourteen (14) business days of the answer at Step 1.
The AVP of Human Resources or designee will hold a second level meeting within fourteen (14) business days of receipt of the appeal with the Representative and the grievant. Within fourteen (14) business days after this meeting, the AVP of Human Resources 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.

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, it may submit the grievance to impartial arbitration by written notice to the AVP of Human Resources within fourteen (14) business days after receipt of the decision. The union must submit the request for selection of an arbitrator within fourteen (14) business 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. Unless the parties agree otherwise, a neutral arbitrator shall be selected by agreement between the parties to serve on a continuing basis. If the agreement cannot be reached, 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. The neutral arbitrator shall serve until the arbitrator's services are terminated by written notice of either party to the other and the neutral arbitrator.

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 13 - Responsibilities and Disciplinary 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.

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.

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 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, ethnic intimidation, 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 disciplinary action must be instituted within sixty (60) days of a complaint of the alleged misconduct. 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. No counseling exists in progressive discipline. Employees shall not rely on counseling as a first step in the discipline process.

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; depending on the nature and seriousness of any infraction.

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

Section 7. Due Process Meeting. Prior to issuing a suspension, demotion or termination, the employee will be given an opportunity to informally present a statement about the facts and circumstances of the

incident or issue that led to the proposed discipline. 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 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 16 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)	One Year
Suspension and/or Demotion (s)	Three (3) Years

After the expiration of any of the time periods outlined above, upon written request of the employee to the Assistant Vice President of Human Resources 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 14 - Seniority

Section 1. Seniority. An employee's uninterrupted service in the Police Department shall constitute his or her 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. If two or more bargaining unit members are hired on the same date, 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. An employee's seniority date will be provided upon request.

An employee's seniority 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 F.O.P. 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 2. 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 F.O.P./Ohio Labor Council when it is requested in writing.

ARTICLE 15 - 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. Laid off sergeants and officers may exercise bumping rights over less senior employees in successively lower classification(s) in the bargaining units. If there are no employees of lower classification with less seniority than the affected employee then the least senior employee of the lower classification shall be displaced.

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 16 - Personnel Files

The official University personnel file for each employee shall be maintained by the Department of 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 17 - 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. Unsatisfactory Performance. An employee who receives an unsatisfactory performance rating during the probationary period may be removed or demoted for just cause.

Section 4. 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 18 - Permanent Promotions and Vacancies - Job Bidding

All promotions 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.

The University shall first attempt to fill all vacancies in the Police Officer 2 or Sergeant classifications from current bargaining unit members. 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.

ARTICLE 19 - 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.

ARTICLE 20 - 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.

ARTICLE 21 - 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. After two (2) weeks, the Chief of Police or his or her designee can establish ten (10) hour shifts after negotiating the issue to impasse with the Union.

Section 2. Hours Worked. For purposes of this Agreement, hours worked shall include University holidays, authorized sick leave, authorized vacation leave, and authorized compensatory time. To the extent consistent with the Fair Labor Standards Act, Ohio Revised Code and Wright Way Policy, employees may choose to receive compensatory time as an alternative to overtime pay. Compensatory time will be taken at a time mutually convenient to the employee and the University.

Section 3. 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.

ARTICLE 22 - Overtime Equalization and Treatment

Section 1. Distribution. The University will make every effort to distribute overtime occasions fairly and equitably among employees. To accommodate the scheduling requirements of a 24-hour operation, "fairly and equitably" shall be determined by overtime occasions rather than aggregate hours.

Section 2. Definitions.

- A. "Scheduled overtime" occurs when the university has sufficient prior knowledge of the need for overtime to allow for timely scheduling.
- B. "Unscheduled overtime" occurs when the university has no prior knowledge of the need for overtime or when the need for overtime 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 overtime work is necessary. If overtime is deemed necessary, it will normally be offered first to qualified available employees. When insufficient bargaining unit employees volunteer to work the overtime, employees may be required to work the overtime. Non-bargaining unit personnel may also work overtime openings that cannot be filled with voluntary sign-up by bargaining unit employees, as determined by management. All employees may be required to work overtime as determined by management. The University will not use overtime to permanently replace bargaining unit employees.

Section 4. Scheduled Overtime Roster. When the University determines that scheduled overtime is necessary, the University will rotate overtime by occasion. The University agrees to maintain current overtime rosters which shall be made available to the Union upon request. Said rosters will include a list of overtime occasions worked, refused, unavailable and total occasions of overtime offered.

- 1. The system shall consist of a point 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 points has taken affect.
- 2. Only events in which a voluntary signup sheet to work the event has been posted, shall be counted. The points 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 a point is added to that member's total.
- 4. If a member signs up to work an event and is not assigned the event, then no points 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 a point.
- 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, a point is added to their total.
- 7. If no members sign up for the event, management shall assign the member(s) with the least amount of points 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 points assigned to their totals.

8. All events shall be posted for sign up as soon as practicable.

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

Section 5. Scheduled and Unscheduled Overtime. All scheduled overtime 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 overtime is necessary, management will assign overtime by posting a sign-up notice for five (5) calendar days. All overtime events will be scheduled for a minimum of two (2) hours. If an insufficient number of employees sign-up for the overtime, management at its discretion and in this order may:

1. Assign the member(s) with the least amount of points 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 points assigned to their totals, or
2. Use any means available to it to ensure appropriate staffing.

When unscheduled overtime 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 overtime.
3. Require employees from other shifts who are available to work the overtime.
4. Use any means available to it to ensure appropriate staffing.

Section 6. Non-Bargaining Unit Personnel. In the event of short notice, overtime openings 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.

ARTICLE 23 - Ancillary Forces

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.

ARTICLE 24 - 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.

ARTICLE 25 - Trading Time

Section 1. 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 posted work schedule currently 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.

ARTICLE 26 - 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 Article will not apply to:

- Any time addressed in the article entitled "Court Appearances"
- Any time contiguous with the employee's normally scheduled shift
- Any time scheduled at least two weeks in advance

ARTICLE 27 - 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 during an emergency closing shall be paid at twice the rate of their regular compensation while the University is closed due to the emergency.

ARTICLE 28 - 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	Martin Luther King Day
Presidents Day	

Section 2. Holiday Pay. Full-time employees, regardless of their work shift or schedule, are automatically entitled to eight (8) hours of holiday pay whether they work on the observed holiday or not. To qualify for the eight (8) hours of holiday pay, an employee must have been in an active pay status, or on approved, paid leave, on the scheduled shift before and after the holiday. Payment shall not be made for a holiday which occurs during a leave of absence. A leave of absence should neither start nor end on a holiday.

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 both the employee's normal holiday pay and 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. When calculating overtime for a calendar week which includes a holiday, the automatic eight (8) hours of holiday pay will be counted as work time and will be used in the calculation of overtime. Additionally, 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 29 - 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>
Less than 1 yr.	None
After 1 yr. through 7 yrs.	80 hours
After 7 yrs. through 14 yrs.	120 hours
After 14 yrs. through 24 yrs.	160 hours
After 24 yrs.	200 hours

Section 2. Payment, Maximum Accrual and Pay Out. Vacation payment, maximum vacation accrual, and compensation for unused vacation time will be determined pursuant to Section 124.13 of the Ohio Revised Code.

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. Preference Posting. A vacation preference list will be posted on the first workday of November and shall remain posted until November 15 for vacation selections from January 1 through December 31 of the upcoming calendar year. When two or more bargaining unit employees of the same classification choose the same vacation time, and operational needs require the limitation of the number of bargaining unit employees who can be off, the most senior bargaining unit employee who signs the preference posting by November 15 will be given first choice.

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, department seniority shall govern the selection. Employees shall attempt to give 14 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 30 - Leaves of Absence

Section 1. Personal Leave of Absence. Bargaining unit employees, after completion of the probationary period, may request an unpaid leave for personal reasons not to exceed a total of six (6) months. Such leave shall be applied for in writing through the Chief of Police or his or her designee and then to the Assistant Vice President of Human Resources or designee and will be granted in writing (if approved). In

no case will a leave of absence be granted to employees for the purpose of accepting other employment. Benefits cease during any leaves of absence that are not medical or maternity related. Upon returning from a personal leave of absence of more than thirty (30) consecutive working days, an employee will be returned to his or her former position or a similar position in the same classification and pay. He or she may not necessarily be assigned to the same shift. While on unpaid personal leave of absence, the bargaining unit employee will not earn sick days or vacation days.

Section 2. Disability Leave. If an employee has completed the probationary period and has exhausted his or her accumulated sick days, he or she may be granted an unpaid leave of absence for illness for a period not to exceed a total of six (6) months. Employees shall furnish satisfactory medical proof of illness to the Assistant Vice President of Human Resources or designee. Granting of disability leave is discretionary. The University will continue group medical insurance coverage during the illness for a period not to exceed a total of six (6) months during any consecutive twelve (12) month period. Benefits continue during approved medical and maternity related disability leaves for six (6) months or less. Upon return from disability leave, the employee shall be assigned to the same job classification, and pay range held prior to leave. 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 the Department of Human Resources.

Section 3. Educational Leave. Bargaining unit employees may be granted leave without pay for educational reasons Educational leave may be granted for a period of up to six months for purposes of education and may be extended by six-month increments up to a period of two years.

During an educational leave, the University shall not pay salary or wages or contribute to insurance or retirement benefits or provide for the accumulation of sick leave or vacation leave. However, staff on a personal or educational leave may continue insurance and Flexible Spending account coverages by paying to the University the premium for these coverages.

Requests for educational leave, stating the reason and dates for which the leave is being requested, shall be in writing and shall be submitted to the employee's supervisor. The supervisor will forward the request with his/her recommendation to the appointing authority for approval.

Section 4. Military Leave. Applicable Wright Way Policy, federal and state law and/or successor language shall govern military leaves.

Section 5. 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, not to exceed five (5) workdays. 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, registered domestic partner, 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 employee's beneficiary 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 6. Patterned Sick Leave Usage.

- A. If an employee has sufficient sick leave accruals (defined as forty (40) hours of sick leave accrual), and there is no documented disciplinary record of patterned sick leave usage (as defined below), the University shall grant sick leave upon the written request of the employee. In cases of extended illness, that is illness which lasts more than three (3) consecutive work days, or suspected sick leave abuse, as determined by the University, the University may require evidence as to the adequacy of the reason(s) for an employee's absence during the time for which sick leave is requested.
- B. 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 patterned sick leave usage are subject to progressive disciplinary action.

Section 7. Excessive Use of Sick Leave.

- A. 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.

- B. 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. Counseling from their supervisor or designee, with a Union Representative present, on improving attendance and on the ramifications of using excessive sick leave.
- C. 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.

Section 8. FMLA Set-Off. If any of the leaves taken under this Article are for the purposes which can be taken under the FMLA, the employee's time off shall run concurrently with available FMLA leave for the applicable period of time. Example: An employee using ten (10) weeks of sick leave for personal illness in a calendar year would only have two (2) weeks of FMLA time available during the same calendar year.

Section 9. Benefits During a Leave of Absence. Benefits cease during all unpaid leaves of absence except disability leave; however, arrangements may be made by the employee for payment of the health insurance costs by the employee while the employee is on authorized leave of absence without pay.

Section 10. 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.

Section 11. 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 appointing authority or designee. Such approval shall not be unreasonably denied. Unauthorized, unpaid leave will be subject to progressive disciplinary action.

ARTICLE 31 - Insurance

Section 1. Health Insurance. The University will provide bargaining unit employees the same program of health, medical, dental, group 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 ninety (90) days in advance of any changes that may be deemed necessary to that plan during the life of this Agreement.

Section 2. Short-term Disability Insurance. Should the University offer short-term disability insurance, all bargaining unit employees will be offered the same program under the same terms, conditions, limitations and restrictions as that available to all other eligible University employees.

ARTICLE 32 - Tuition Remission

Bargaining unit employees shall receive the same tuition remission benefits as those received by other University employees.

ARTICLE 33 - 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 memo 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 eight (8) hours of training annually to include the professional continuing education as required by the State of Ohio.

ARTICLE 34 - 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.

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:

- 1 Pair of Standard Duty Shoes*
- 5 Pair of Standard Uniform Pants OR 3 Pair of Standard Uniform Pants and 2 Pair of Summer B Uniform Pants
- 5 Standard Long-sleeved Shirts
- 5 Standard Short-sleeved Shirts OR 3 Standard Short-sleeved shirts and 2 Summer B Shirts
- 1 Standard Summer Uniform Ball Cap
- 1 Standard Duty Coat
- 1 Standard Rain Coat
- 1 Standard Hat
- 1 Standard Hat Cover
- 1 Stinger Flashlight with case
- 3 Standard Ties
- 2 Standard Name Badges
- 2 Standard Uniform Badges
- 1 Standard Holster
- 1 Standard Magazine Pouch
- 1 Standard ASP
- 1 Standard ASP holder
- 1 Canister OC (Pepper Spray)
- 1 Standard OC holder

- 2 Pair of Standard Handcuffs and Keys
- 1 Standard Double Handcuff Case
- 1 Standard Radio Holder
- 1 Standard Inner Duty Belt
- 1 Standard Outer Duty Belt
- 4 Standard Belt Keepers
- 1 Standard Key Holder
- 1 Standard Tie Tack with State of Ohio Seal
- 1 Standard Duty Bag
- 1 Standard Crash Template
- 1 Standard Radio Earpiece

*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:

- 1 Standard Bike Patrol Jacket
- 3 Pair of Standard Bike Patrol Uniform Pants
- 3 Standard Bike Patrol Long-sleeved Shirts
- 3 Standard Bike Patrol Short-sleeved Shirts
- Standard Bike Patrol Nylon Duty Gear
- 1 Standard Bike Patrol Holster
- 1 Standard Bike Patrol Magazine Pouch
- 1 Standard Bike Patrol ASP holder
- 1 Standard Bike Patrol OC holder
- 1 Standard Bike Patrol Double Handcuff Case
- 1 Standard Bike Patrol Radio holder
- 1 Standard Bike Patrol Inner Duty Belt
- 1 Standard Bike Patrol Outer Duty Belt
- 4 Standard Bike Patrol Belt Keepers
- 1 Standard Bike Patrol Bike Helmet
- 1 Standard Bike Patrol Key holder
- 1 Pair of Standard Bike Patrol Riding Gloves*
- 1 Standard Bike Patrol Winter Hood
- 1 Standard Bike Patrol Ear Microphone
- 1 Standard Bike Patrol Stinger Flashlight case
- 1 Standard Bike Patrol Ball Cap

*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.

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. 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.

The wearing of the uniform to and/or from work is neither encouraged nor discouraged. It is understood that a bargaining unit employee may report directly between work and home while in uniform. Should a uniform be worn in such a manner, no insignia or weapon should be visible.

ARTICLE 35 - 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 36 - 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 Department of Conferences and Special Events and must have the signature of the responsible FOP Representative.

ARTICLE 37 - 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 38 - Court Appearances

The University shall grant a minimum of three (3) 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.

Additionally, the University shall grant a minimum of three (3) 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 the Department of 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 39 - Shift Differential

Shift differential shall be paid at the rate of thirty-five cents (\$0.35) per hour for all hours assigned to work on assigned shifts other than regular first shift along with all hours worked on weekends, effective the first full pay period after the ratification of this agreement.

ARTICLE 40 - Wages

Section 1. Job Rates. Effective July 1, 2011, the Police Officer 1 and Police Officer 2 classifications shall merge into one classification titled Police Officer. All Police Officers who have been in either classification for more than two years will receive the job rate as shown below. For those Police Officers within the first two years of employment – see Section 2 below.

Classification	Job Rate
Police Officer	\$22.06

Effective July 1, 2011, all Police Sergeants hired prior to July 1, 2010 will receive the job rate for their classification as shown below. All Police Sergeants hired on or after July 1, 2010 will be paid in accordance with Section 2 below.

Classification	Job Rate
Police Sergeant	\$26.97

For the remainder of the term of this agreement, the job rates for all the classifications shall increase in accordance with the annual increases provided for other non-represented University staff, exempt and non-exempt. These increases will be effective as of the same date as that of the non-represented University staff.

Upon every job rate change, a new chart shall be created by the University and distributed to the Union and all employees will be moved to the appropriate job rate (in consideration of Section 1 and Section 2). Any bargaining unit employee whose current rate of pay exceeds the applicable rate in Section 1 or Section 2 will continue to receive their current rate of pay without reduction.

Section 2. 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. Example (for illustrative purposes only):

- July 1, 2011 the Job Rate for Position A is \$22.06 per hour.
- September 1, 2011, Employee X is hired for Position A.
 - Employee X would receive 90% of the Job Rate listed as of that date. [90% of \$22.06 is \$19.85 per hour]
- July 1, 2012 the Job Rate for Position A is \$22.25 per hour.
 - Employee X would receive 90% of the Job Rate listed as of that date. [90% of \$22.25 is \$20.03 per hour]
- September 1, 2012, Employee X is beginning the second year in the classification.
 - Employee X would receive 95% of the Job Rate listed as of that date. [95% of \$22.25 is \$21.14 per hour]
- July 1, 2013 the Job Rate for Position A is \$22.50 per hour.
 - Employee X would receive 95% of the Job Rate listed as of that date. [95% of \$22.50 is \$21.38 per hour]
- September 1, 2013, Employee X is beginning the third year in the classification.
 - Employee X would receive 100% of the Job Rate listed as of that date. [100% of \$22.50 is \$22.50 per hour]

	July 1, 2011	Sept 1, 2011	July 1, 2012	Sept 1, 2012	July 1, 2013	Sept 1, 2013
Job Rate (100%)	\$22.06		\$22.25		\$22.50	
Year of Classification	90% of Job Rate Zero to One		95% of Job Rate One to Two		100% of Job Rate Two to Three	
Employee's Rate of Pay		\$19.85	\$20.03	\$21.14	\$21.38	\$22.50

Section 3. 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 Section 1 and Section 2 above, as applicable.

Section 4. Requirements for Classifications. The Department of Human Resources will maintain the minimum requirements for the classifications listed.

Section 5. Job Content Validation Project. The University and the Union agree that the University will lead a project to validate the job content for the purpose of more accurately defining job content for purposes of future market study.

ARTICLE 41 - Scheduling

Section 1. Guiding Principles. The University in its sole discretion shall establish the work schedule for its employees consistent with Article 21. 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 or designee. 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. Shift preference requests shall be determined by seniority once the operational needs of the department, as determined by the Chief of Police or designee, are met. Seniority for this section will be computed by the initial hire date with the Wright State Police Department as long as the employee has remained a Wright State University employee.
3. The six-month schedules shall be posted by December 1 and June 1. Schedules become effective January 1 and July 1.
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 42 - Injury Leave

When a bargaining unit member who is performing law enforcement duties suffers an injury or contracts an occupational illness in the course of and arising out of 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.

ARTICLE 43 - 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 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 44 - Special Assignments

Section 1. Special Assignment Premium. Management at its discretion may assign a bargaining unit employee to serve in a designated special assignment for all or part of his or her particular shift. The bargaining unit employee will perform the duties of that special assignment for that period and will be compensated an additional \$0.75 per hour for all time assigned in that role. In situations where a bargaining unit employee is performing more than one special assignment, only one premium will apply for those hours.

Special assignments shall include, but shall not be limited to, Officer in Charge (OIC) (for events), Shift Commander, Field Training Officer (FTO), Bike Patrol, T3 Patrol, Crime Prevention, Crisis Intervention Team (CIT), Investigations and Instructor. Additional assignments may be eligible as determined by the Chief of Police.

Section 2. Acting Supervisor/Officer-in-Charge (OIC). If an Officer is designated as a shift "Officer-in-Charge," the Officer shall receive an additional \$1.50 per hour for the duration of the 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 45 - 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 46 - 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 47 - Negotiations

Section 1. 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 2. Private Meetings. The parties agree to negotiate in private meetings pursuant to Section 4117.21 of the Ohio Revised Code.

Section 3. 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 3. Spokesperson. The Negotiation Committees will formally communicate with each other through a spokesperson named by each party.

Section 4. 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 5. Caucus and Adjournment. Either party has the right to call a caucus at any time or to adjourn the negotiations session.

ARTICLE 48 - Duration

Section 1. Effective Dates. This Agreement shall be effective from July 1, 2011, until and including June 30, 2014.

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.

Signatures

This agreement is approved and signed by:

Wright State University



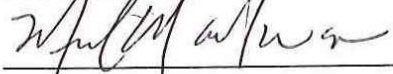
Emily Hamman
Employee and Labor Relations Manager, Human Resources

5-9-12
Date



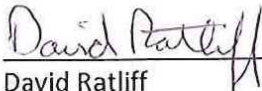
Latricia Milhouse
Employee and Labor Relations Specialist, Human Resources

5-16-12
Date



Michael Martinsen
Assistant Vice President for Student Affairs and Chief of Police

5-9-12
Date



David Ratliff
Captain, Wright State University Police Department

5-9-12
Date

Fraternal Order of Police/Ohio Labor Council, Inc.




Mark Scranton
Staff Representative

5-9-12
Date




Richard Coy
Police Sergeant

5/9/2012
Date



Stephen Powers
Police Sergeant

5-9-12
Date



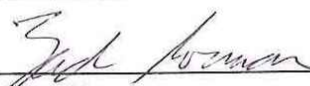
Chad Oleyar
Police Sergeant

5-9-12
Date



Eric Monroe
Police Officer

5/9/12
Date



Zachary Norman
Police Officer

5/11/12
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 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

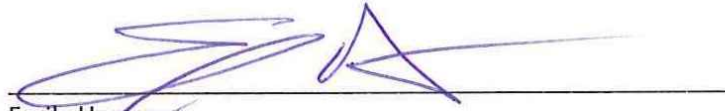
Witness

Applicant's Signature

Witness

Accepted and Agreed

Wright State University



Emily Hamman

Employee and Labor Relations Manager, Human Resources

5-9-12

Date

Fraternal Order of Police/Ohio Labor Council, Inc.



Mark Scranton

Staff Representative

5-9-12

Date