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AGREEMENT
BETWEEN
CENTRAL STATE UNIVERSITY
AND CENTRAL STATE UNIVERSITY
SAFETY ASSOCIATION

NOVEMBER 1, 2011 - OCTOBER 31, 2014

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Preamble

Central State University ("Employer") and the Central State University Safety Association recognize their responsibilities under federal, state and local laws relating to civil rights and fair employment practices.

The Employer and the Union agree that every means will be pursued to assure equal opportunities in all aspects of employment, including matters of recruitments selection, placement, wages, training, promotion, and other terms and conditions of employment wherever applicable.

Article 1.
Agreement

This Agreement is made and entered into by and between Central State University herein referred to as the "Employer" or "Appointing Authority" and the Central State University Safety Association, herein referred to as the "Union", "Association", or "CSUSA". Bargaining Unit members will herein be referred to as "Employees" where appropriate.

The Employer and the Union, having engaged in discussions and presentations of positions for establishing and maintaining harmonious relationships, agree to abide by this Agreement and all understandings contained herein.

The purpose of this Agreement is to establish and set forth the Employer's policy and procedures with respect to the general working conditions applicable to covered Employees. The Employer acknowledges that CSUSA represents those employees certified under order number 08-REP-07-0113 by the State Employee Relations Board, (SERB), on December 24, 2008. The Employer and the Union will continue to work towards the end of resolving differences through discussions, and when necessary the provisions of the grievance procedure, which are incorporated herein, will be invoked.

The parties will not intentionally engage in activities detrimental to either the Union or the Employer's mission or which might undermine the Union or the Employer's effectiveness to adequately serve its members/constituents.

The Director of Human Resources or other appropriate official may act as designee for the appointing authority.

Article 2.
Integrity of Agreement

It is understood that matters specifically covered by this Agreement, those laws now in force and effect, and any other laws as may be hereinafter enacted or amended, will be complied with by the Employer and the Union.

In the event any Federal or State law conflicts with any of the provisions of the Agreement, the provision or provisions so affected shall no longer be operative or binding upon the parties, but

the remaining portion of the Agreement shall continue in full force and effect. In such event, and upon written request by either party, the parties to this Agreement shall meet at a mutually agreeable time in an attempt to modify the invalid provisions of this Agreement by good faith negotiations which shall be subject to the dispute resolution procedures of Chapter 4117 of the Ohio Revised Code.

No changes in this collective bargaining agreement shall be negotiated or effected during the duration of this Agreement unless there is a written accord by and between the parties hereto to do so. Any changes must be in writing and signed by both parties.

Article 3.
Management Rights

The Employer agrees that all matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification or deletion of an existing provision herein are subject to collective bargaining between the Employer and the Union, except as otherwise specified in this Agreement.

Unless modified by the laws of the State of Ohio or by a provision of this Agreement, the Employer retains the sole and exclusive rights to manage its operations, buildings, and physical plant, and to direct the working forces.

The Employer's rights shall include but not be limited to the following matters.

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 of the Employer, standards of service, its overall budget, utilization of technology, and organizational structure;

b. Direct, supervise, evaluate, or hire employees;

c. Maintain and improve the efficiency and effectiveness of the operations and employees;

d. Determine the overall methods, work rotation process, means, or personnel by which operations are to be conducted;

e. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;

f. Determine the adequacy of the work force;

g. Determine the overall mission of the Employer;

h. Effectively manage the work force;

i. Schedule hours and shifts;

j. Determine weapons, ammunition and equipment to be used;

k. Establish and maintain rules of conduct and operational procedures;

l. Take actions to carry out the mission of the Employer.

Article 4.
Union Recognition

The Employer recognizes the Central State University Safety Association (CSUSA), as the sole and exclusive representative of the Bargaining Unit for the purpose of wages, hours, or terms and other conditions of employment for the Unit set forth below:

All sworn employees of the Central State University Police Department, including Police Officer I, Police Officer II, and Sergeant. Excluded are all supervisors as defined in the Act, and all other employees of Central State University.

Article 5.
Non-Discrimination

The parties hereto agree that neither shall discriminate against any Bargaining Unit Member because of membership or non-membership in the Union, or participation in activities herein prescribed, nor discriminate against any member of the Union, for any action involving his/her assigned duties on behalf of the Department of Police/Safety.

The Employer, the Union, and each employee will fully comply with all applicable laws, constitutional provisions or ordinances forbidding discrimination on account of race, creed, color, religion, sex, national origin, ancestry, age, marital status, sexual orientation, gender identity, disability status, genetic information, military or veteran status or political affiliation.

Article 6.
CSUSA Activities

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

Employees will serve on the bargaining committee on a no loss, no gain in regular straight time pay when attending any bargaining meetings.

Investigation of grievances and other recognized Union activities performed by duly elected representatives when they do not conflict with operational demands, may be performed on duty by

such representatives with permission of a supervisor. Requests for, or performance of such activities will not be unreasonably denied.

Employees may hold meetings and social events within the facilities of Central State University, provided they conform to those Employer policies and procedures required of other campus organizations. Requisitions will be handled through normal administrative channels.

Article 7.
Labor Management Committee

A Labor-Management Committee shall be established to discuss matters of mutual concern with the Employer.

The Committee shall consist of not more than three (3) representatives from the Association and three (3) representatives of the Employer.

The parties shall meet not more than quarterly or as needed during non-working hours unless otherwise expressly agreed to by both the Union and the Chief of Police or designee. If so agreed, any meeting held under this procedure during the working hours of the involved parties shall not result in a loss of regular straight time pay or benefits. Before any meeting is scheduled, a written agenda containing a description of the topics to be discussed must be submitted seventy-two (72) hours in advance by either the Union or Employer to the other party.

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

Article 8.
Bulletin Boards

The Employer will provide bulletin board space for Union material for designated bulletin board(s) within the Department of Police and Safety. Union material will not be removed from the bulletin board(s) without permission from the Union.

All notices or other material posted on the bulletin board(s) must be signed by an official representative of CSUSA.

Article 9.
CSUSA Security

The Employer agrees that upon receiving a copy of a written authorization for representation card that includes a dues deduction permission that has been voluntarily submitted by any Bargaining Unit member, to deduct from earned wages all CSUSA dues uniformly required of Bargaining Unit Members.

CSUSA will notify the Employer in writing during December of each calendar year of the dues that it charges and the names of all the employees from whom dues are to be deducted, and will update this information as needed.

All dues deducted from Bargaining Unit Member's wages should be forwarded to the CSUSA once each month.

The Employer agrees to deduct CSUSA dues once each month from a regular paycheck of Bargaining Unit members. Upon receipt of the voluntarily submitted written authorization, the Employer will begin to deduct CSUSA dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer.

Employees who have voluntarily submitted the authorization card but choose to revoke such authorization may do so one hundred and twenty (120) days to ninety (90) days prior to the expiration of this collective bargaining agreement. Employees who so desire will submit a written request to the Union with a copy to the Employer indicating that the authorization should be revoked.

The Employer shall be relieved from making such individual deductions upon an employee's: (1) termination of employment, (2) transfer to a job other than one covered by the Bargaining Unit, (3) layoff from work, (4) unpaid leave of absence, or (5) any pay period during which the employee does not earn enough wages for CSUSA dues to be deducted after all other deductions are made.

The parties agree that neither the employees nor the CSUSA shall have a claim against the Employer for errors in the processing of deductions, unless a claim or error is made in writing to the Employer within sixty (60) days after the date such error is claimed to have occurred. If is found that an error is made, it will be corrected at the next pay period that the CSUSA dues deduction would normally be made by deducting the proper amount.

The CSUSA agrees that there shall be no liability on the part of the Employer for the collection of any unpaid dues and to indemnify and save the Employer harmless in the event of any legal controversy, or any form of liability, with regard to the application of the above authorization.

The Employer will deduct from the regular paycheck of each Bargaining Unit member, CSUSA dues when an authorization letter is submitted by the employee. Such dues shall be forwarded to the CSUSA once each month.

In the event that the Employer fails to make said dues deduction and/or forward said dues to the CSUSA, the Employer will be obligated to make all appropriate payments upon request of CSUSA.

Article 10.
No Strike/No Lockout

The Union agrees that it will not sanction, engage in, or encourage slowdowns, work stoppages, strikes and threat of strikes nor any such activity on the part of its members.

The Employer agrees that its officials or supervisors will not interfere with the right of any employee, nor directly or indirectly cause, instigate, support, encourage or condone a "lockout" of Union member employees.

The Employer and the Union recognize their mutual responsibilities to provide uninterrupted services essential to public order and safety.

A violation of the provisions of this Article by any member of the Bargaining Unit shall be grounds for appropriate disciplinary action.

Article 11.
Investigation

The Employer may elect to conduct an investigation in cases of possible criminal acts or other misconduct. The Employer is not required to conduct an investigation in any case, but when such is conducted, the following provisions apply:

A. Employees shall be informed of the basic facts of an incident prior to any questioning and shall be informed to the extent known at that time, whether the investigation is focused on the member for potential charges.

B. Before an employee may be charged with insubordination, for failure to answer questions or for failure to participate in an investigation, the employee shall be advised that such conduct, if continued, may be the basis for such a charge. During interviews where an action of record may occur, if an employee desires, the employee shall be given a reasonable opportunity to consult with an appropriate CSUSA representative and/or attorney before being required to answer questions.

C. Any interrogation, questioning, or interviewing of an employee will be conducted at hours reasonably related to the employee's shift, preferably during the employee's working hours. Interrogation sessions shall be for reasonable periods of time and time shall be allowed during such questioning for rest periods and attendance to other physical necessities.

D. All interrogations and/or interviews of members conducted in conjunction with an investigation, shall be tape-recorded by the Employer at the request of either party. The member may also tape the meeting at the member's expense. If any member or representative of the CSUSA or the Employer records or causes the recording of a meeting between the parties, they must notify the other party prior to initiating the recording. Failure to notify the other party of a recording created or caused to be created by the

Employer or members or representatives of the CSUSA during a meeting between the parties shall render the recording inadmissible to support or defend any grievance or disciplinary action. If the employee's statement is reduced to writing, the employee or representative authorized by the employee, shall be given a copy of said statement.

E. When any anonymous complaint is made against an employee and if after an investigation there is no corroborative evidence of any kind, then the complaint shall be classified as unfounded.

F. Any employee, who is charged with violating Department Rules and Regulations, will be provided access to transcripts, reports, records, lists, written statements and tapes pertinent to the case.

G. The employee shall be informed of the nature of the investigation prior to questioning. At any time an investigation concerning an employee occurs wherein disciplinary action of record, suspension, reduction or removal will or may result, the employee will be notified when first questioned, that such result is possible.

H. Employees may be ordered to submit to a polygraph or voice stress examination if they are the focus of an investigation, a known witness to the incident being investigated, or at the Employee's written request to the Chief of Police.

I. The Employer shall not utilize any tape or surveillance device to record or transcribe any conversation or action of employees unless disclosure of such device is made prior to such recording, except upon the authority of the courts.

J. The Employer shall not in the course of an investigation obtain evidence through the use of threats, coercion, promises, or administrative pressures.

K. Any employee who has been under investigation shall be informed, in writing, of the outcome of the case at the conclusion of the investigation. All investigations, except those concerning criminal charges, shall be completed within forty (40) days from the filing of the complaint. By mutual agreement the total time may be extended to seventy five (75) days.

Article 12.
Performance Evaluation

The Employer will evaluate each employee on an annual basis and will cause the employee's supervisor to meet with said employee and prepare an annual evaluation report. A copy of the evaluation, containing all authorized signatures, goes to each employee. The employee is required to sign the performance evaluation, but such signing does not indicate approval or disapproval of the evaluation.

Employees will have their performance evaluated twice during their probationary period. The first performance evaluation shall not be later than the conclusion of the first half of the probationary period. The second evaluation shall be prior to the end of the probationary period.

If an employee within the Bargaining Unit disagrees with his/her performance evaluation, the employee may appeal through the following procedures:

a. Within seven (7) calendar days after receiving a copy of the performance evaluation, the employee may file a request for review with the Chief of Police. The Chief will arrange a conference within seven (7) calendar days with the employee and the evaluating supervisor if other than the Chief. The Chief will respond in writing to the employee the results of the meeting.

b. Within ten (10) calendar days of receipt of the decision of the Chief of Police, the employee, if dissatisfied, may pursue the matter by submitting a rebuttal which will be attached to the evaluation instrument with copies going to the employee's personnel file.

Article 13.
Disciplinary Action

If an employee is unwilling or unable to discipline him/herself, disciplinary action may be implemented by the Employer. The Employer will normally adhere to the principles of progressive discipline except in instances where an act may warrant bypassing one or more of the disciplinary steps or, depending on the severity of the offense, the officer's prior record, and any other relevant factors, there may be an outright exclusion from progressive discipline. Nothing herein shall be construed to limit the arbitrator's authority to make an independent determination of the appropriate penalty in every case. Normally progressive discipline shall consist of: Documented verbal warning, written warnings, written reprimand, short term suspension, long term suspension and discharge.

Records of disciplinary action will be maintained in the Office of Human Resources as set forth in Article 15.

Any employee arrested for a crime or whose license is suspended for any reasons must notify the Chief of Police within fourteen (14) days.

If misconduct of an employee requires disciplinary action, the immediate supervisor or the Chief of Police or designee may discipline him/her orally or in writing. No act of disciplinary suspension, reduction, or discharge will be taken other than for just cause.

The Employer encourages employees to permanently correct their behavior immediately upon the receipt of a verbal warning or a written reprimand.

Infractions including but not limited to the following, under the appropriate circumstances, may result in an immediate termination with no progressive discipline. Nothing herein shall be

construed to limit the arbitrator's authority to make an independent determination of the appropriate penalty in every case.

a. Possessing or consuming non-prescribed narcotics or alcohol on Employer property during the employee's shift;

b. Reporting to work or working while under the influence of alcohol or illegal drugs;

c. Fighting or threatening violence in the workplace;

d. Intentional falsification of reports or Employer records;

e. Theft;

f. Unlawful harassment, including sexual harassment;

g. Intentional misrepresentation of facts in seeking employment;

h. Intentional violation of confidentiality rights;

i. Multiple infractions in the employment history.

Except as set forth below, at any time a supervisor intends to implement discipline, the supervisor shall convene a meeting with the employee and give notice no less than twenty four (24) hours in advance of such meeting, and further notify the employee of his/her right to have a union representative present. If an employee is to be disciplined, the Employer will commence the action within forty (40) calendar days after the event occurs or knowledge of the event comes to the official attention of the Chief of Police, or within fifteen (15) calendar days after completion of an internal affairs investigation of the event(s) in question, whichever is the latest. By mutual agreement the total time may be extended to seventy five (75) days.

Non-probationary employees may not be suspended or discharged without first being given an opportunity to attend a hearing where the employee may give his/her version of the events at issue as provided by law.

The employer reserves the right to take immediate action when the events are judged by the Employer to warrant the immediate removal of the alleged offender from his/her position with pay pending the meeting referenced above.

Article 14.
Grievance and Arbitration

A grievance is a claim that the Employer has violated a provision of 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.

In order to be considered, a grievance must be filed on the form provided by the Union within fourteen (14) days of the occurrence of the event which gave rise to the grievance, or within fourteen (14) days after the grievant knew or should have known of the facts which are the subject of his/her grievance. (Note: "days" as listed in this Grievance procedure shall be calendar days.) Days for which an employee is on authorized leave shall not be counted in calculating the fourteen (14) day time limitation.

Step 1. Prior to filing a grievance, an employee shall first attempt to resolve the matter informally with the Chief of Police. This informal discussion may be waived only by agreement of the Employer and the Union in writing.

Step 2. If the grievance is not resolved at Step 1, it may be appealed in writing to the Chief or designee by the employee within fourteen (14) days of the answer at Step 1. The Chief shall respond in writing within fourteen (14) days from the date the grievance is received.

Step 3. If the grievance is not resolved at Step 2, it may be appealed in writing to Human Resources or designee, with copies to the Chief of Police, by the employee within fourteen (14) days of the answer at Step 2.

The Chief of Police and Director of Human Resources or designee will hold a third level meeting within fourteen (14) days of receipt of the appeal with the representative and the grievant. Within fourteen (14) days after this meeting, the Director of Human Resources or designee will give the Employer's final written decision.

The Union and Employer may mutually agree in writing to waive Steps 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 Director of Human Resources within fourteen (14) days after the receipt of the decision.

The parties will request forms from the Federal Mediation and Conciliation Service requesting a panel of seven (7) arbitrators and will proceed according to the neutral agency's procedure.

The Employer 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 Employer operations, the Employer retains the discretion for reasonable scheduling of employee witnesses. Each party shall compensate its own non-member representatives and witnesses. The Union will be responsible for notification to a grievant and the Union witnesses of the time and place of arbitration or grievance hearing. Each party shall compensate its own non-member representatives

and witnesses. Fees and expenses of the arbitration shall be borne equally by the Employer and the Union.

If one party desires a stenographer or transcript of the proceeding, 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.

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 conclusion of the hearing unless the parties agree otherwise.

The arbitrator shall have no power to add, subtract from, or modify any of the terms of this Agreement, nor shall the arbitrator substitute the arbitrator's discretion for that of the Employer nor 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 restitution 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.

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 15.
Personnel Files

The official Employer personnel file for each employee shall be maintained by the Office of Human Resources. The employee may review the employee's personnel file or obtain copies of items contained therein, to the extent authorized by law, upon written request during normal business hours. An employee may add rebuttal information to data in their file. The employee will pay the costs of photocopying file documentation.

Records of disciplinary action will be maintained in the Office of Human Resources. All records of verbal and written discipline will remain on active file for a period of twelve (12) months for non-probationary employees. All records of suspensions or demotions will remain on active file for a period of twenty four (24) months for non-probationary employees.

After the prescribed period without repeat infraction, all records of inactive disciplinary action will be removed from the employee's official personnel file and placed in a secondary inactive, personnel file. Secondary inactive file data may not be used in subsequent disciplinary hearings.

Article 16.
Safety and Health

The Employer will continue to promote safe, efficient, and effective conditions for all employees of the Employer. The Union will continue to encourage safety in all matters, and employees are encouraged to report any condition or practice which may be unsafe to the Employer's Safety Coordinator or its designee for prompt consideration and attention, in addition to complying with Department of Public Safety procedures. The Employer will keep the Union advised as to the identity of the Safety Coordinator or his/her designee upon request.

The Employer will comply with all OSHA safety standards, state and federal laws, as they apply to vaccinations, including but not limited to Hepatitis B, that may be recommended and/or required.

Article 17.
Drug Testing

The Union agrees to abide by the Employer's policy and procedure attached hereto as exhibit A.

Article 18.
Job Classification

Employees shall be assigned to perform duties appropriate to the classification, to which they have been appointed, except as may be required because of emergency or temporary characteristics of the work situation.

A job classification audit for any Bargaining Unit classification will be conducted upon the request of the incumbent within a reasonable period of time but not more than once a year.

Article 19.
Permanent Promotions and Vacancies

The term vacancy as used within this Article means the hiring of new part-time officers, new full-time officers or promotion of an officer to a permanent rank.

Filling vacancies within the Bargaining Unit shall conform to Employer's rules, policies and procedures.

At the time of posting for any vacancy, qualified employees may apply to the office of Human Resources.

When an employee is advanced by the Employer to a higher classification within the Bargaining Unit, his/her new rate of pay will become effective no later than the date of his/her advancement.

Article 20.
Probationary Period

The original and/or subsequent appointment date will serve as the beginning of probation for the position of part-time Police Officer I, Full-time Police Officer I and Sergeant. Probationary status will be for a period of one (1) calendar year for a full-time Police Officer I, two thousand eighty (2080) hours for a part-time Police Officer I and six (6) months for a Sergeant. Should a part-time officer be hired to full-time position without completing their probation hours, they will be required to complete the two thousand eighty (2080) hour period. Any current part-time Police Officer I who has completed two thousand eighty (2080) hours will not be required to serve any additional probation should they be moved to full-time status. Police Officer II shall not serve any additional probation period. No appointment is final until the employee has satisfactorily served the entire probationary period.

The probationary period is to provide the employer with the opportunity to determine whether employees have the ability and other attributes, which will qualify them for regular employee status.

An employee serving his/her probationary period must be properly instructed, trained, and supervised in his/her duties and job responsibilities. If problems develop, a probationary employee must be given a counseling session during his/her probationary evaluation, and following non-resolution of the problem, appropriate disciplinary action will be taken. The Employer agrees to review the reasons for termination of employment with the employee upon request.

Bargaining Unit employees who do not satisfactorily serve the probationary period and desire reinstatement to their previous Bargaining Unit position may voluntarily accept said demotion or change without any adverse action from the Employer.

Probationary members will have access to the grievance procedure during their probationary period for the purpose of contractual guarantees, excluding the right to grieve any disciplinary action.

Article 21.
Seniority, Lay-off and Recall

Department Seniority - Shall be defined as the length of continuous employment of an employee with the Employer in the department. For the purposes of this section the Bargaining Unit is the University Police Department.

An employee's uninterrupted service in the Police Department shall determine his or her seniority. An employee shall have no seniority during the initial probationary period in the police department, but an employee shall continue to accrue seniority during any subsequent probationary period. Upon successful completion of the initial probationary period, an employee's seniority in the bargaining unit shall be retroactive to the date of hire. An employee's seniority date will be provided upon request.

An employee's seniority is interrupted and shall not accrue when he or she:

1. Retires or resigns,
2. Is discharged for just cause,
3. Is laid off for a period of more than 12 consecutive months,
4. Fails to return from leave or lay off on the required date,
5. Accepts another position outside of a bargaining unit represented by the CSUSA.

University Seniority - Shall be defined as the length of continuous employment of an employee with Central State University.

No time shall be deducted from an employee's seniority due to absence occasioned by authorized leaves of absences, approved vacations, sick or accident leaves, transfers, or for layoffs for lack of work.

Loss of Seniority - An employee's seniority shall terminate if he/she quits, retires, is justifiably discharges or permanently separated.

Lay-off - Employees will be laid off from within their job classification as dictated by their University Retention Points.

In the event of a lay-off, University Retention Points are determined by two components as follows:

1) Efficiency points as determined by performance evaluations, and

2) University seniority points as determined by years of service.

Employees who are to be laid-off for an indefinite period of time will have at least twenty one (21) days written notice of lay-off. The local union secretary will be mailed a list from the Employer of the employees being laid-off on the same date the notices are issued to the employees.

The Employer will notify the Union of job abolishments affecting Bargaining Unit Members as far in advance as reasonably practical.

Recall Procedure - Recall of any laid-off employee will be in accordance with their University Retention Points. When the working force is increased after a lay-off, employees will be recalled according to their Retention Points, provided they are able to perform the available work. However, the Employer shall not be required to promote an employee at the time of recall unless he/she has previously performed the higher rated job and is able to do that work. An employee who is re-employed from a Retention List in the same unit or division that he/she was laid off from shall be restored to his/her status as of the date he/she left the service of the Employer.

Notice of recall shall be sent to the employee at his/her known address by registered or certified mail. If an employee fails to report for work within ten (10) calendar days from the date of mailing notice or recall or within five (5) days after actual receipt of notice of recall, he/she shall be considered a "Quit." Extension may be granted in proper cases.

As of August first (1st) of each year, the Employer will provide the Union with a Retention Point list, which includes seniority of all employees within the Bargaining Unit. It shall contain the name, classification and date of last hire plus the date of entry into the present classification. As employees are hired, or promoted, the Union will be informed of their name and classification.

Article 22.
Hours of Work, Overtime, and Shift Differentials

The Employer agrees that the work week, which normally applies to the Bargaining Unit Classifications, consists of four (4) consecutive days of ten (10) hours each except in those cases where, as a result of flexible shift schedules, an employee's shift schedule may exceed ten (10) hours as approved by the Chief of Police to meet operational requirements. Part-time employees will normally work less than thirty-seven (37) hours per week.

For those operations that are conducted over a seven (7) day or twenty-four (24) hour continuous period, the normal work week shall not exceed eighty (80) hours within a pay period except the work schedule, shift times and hours may vary due to operational necessity.

Overtime - is defined as all work performed in excess of forty (40) hours in any calendar week. Employees must receive approval from the Chief of Police or Chief's designee prior to working overtime. Approval of overtime is at the discretion of the Chief of Police or Chief's designee. Approval from the Chief of Police of Chief's designee includes receiving advance policy directives to work overtime in particular situations or receiving an order to work overtime from a superior officer during a particular shift. Employees who are required by an authorized administrative authority to work for more than forty (40) hours in a calendar week will be paid for such overtime at the rate of one-and-one-half (1½) times the employee's regular hourly rate. Each work week shall consist of seven (7) days, beginning on Sunday and ending the following Saturday.

The Employer retains the right to adjust the work schedule when absolutely necessary in order to meet an emergency or to provide training. However, except for emergency situations, the Employer agrees that an employee's daily and weekly work schedule will not be altered on a temporary or permanent basis in order to avoid payment of overtime premium or to avoid the hiring of additional employees.

a. Work Schedule - is defined as an employee's normally assigned work shift, hours of the day, and days of the week.

b. Work Schedule Change - notice of a permanent change in an employee's work schedule will be given to the affected employee in writing at least fourteen (14) calendar days prior to the effective date.

At least one Sergeant or one officer designated as the Officer-In-Charge (OIC) shall work at all times. When no designation is made by the Chief of Police, the most senior officer on duty will be the assigned Office-in-Charge (OIC) when no sergeant is on duty.

Transfers

(a) Transfers shall be defined as a change in an employee's normally assigned shift without change in job classification, title, or pay range.

(b) An employee shall have the right to exercise his/her job classification seniority in order to transfer to an available vacancy within the Bargaining Unit.

Shift Preference

The following shift preference procedure shall be applicable to the assignment of employees:

1. Eligible employees shall submit a written request with their top three shift preferences to the Chief of Police or the Chief's designee. Request for shift preferences shall be submitted by every November 1st and May 1st of each year.

2. Shift preference request shall be granted based on the employees' time in service within their current job classification with the police department.

3. If two or more employees have equal time in the same classification, the employee whose last four (4) digits of his or her social security number are lowest when added together shall have his or her request receive priority within the employees that have equal time in service.

4. If the last four (4) digits of the social security number of two or more employees are equal when added together, then the employee whose application received the earliest time stamp from the department of human resources shall have priority.

5. An employee's schedule request that does not meet the deadlines set forth in this article shall be inferior to all other schedule requests within that employee's classification.

Shift Differentials

For the purpose of computing overtime pay, the employee's regular rate of pay (excluding overtime) will include shift differentials, as follows:

(a) Second Shift regularly starts on or after 1600 but before 2400;

(b) Third Shift regularly starts on or after 2400 but before 0800.

Employees who work on the second shift shall receive in addition to their regular pay, fifty cents ($.50). This amount shall increase to fifty five cents ($.55) in the second year of this Agreement and to sixty cents ($.60) in the third year. Employees who work on the third shift shall receive, in addition to their regular pay, sixty cents ($.60) per hour. This amount shall increase to sixty five cents ($.65) in the second year of this Agreement and to seventy cents ($.70) in the third year.

Working- Level Pay Adjustment

There are presently two classification ranks within the Bargaining Unit consisting of Police Officer and Sergeant.

Each employee temporarily assigned by the Chief to duties of a position with a higher pay range than the employee's own, shall be eligible for a working level pay adjustment. This pay adjustment shall increase the employee's base rate of compensation to a rate of pay five percent (5%) above his current rate of compensation. Upon execution of this Agreement, the five percent (5%) pay adjustment shall be paid to all officers below the rank of sergeant for all hours worked in the OIC capacity, provided a minimum of two (2) hours are worked as an OIC during a single shift.

Article 23.
Trading Time

Employees may be permitted to voluntarily trade scheduled work hours with another employee with the approval of the Chief or designee. Request for trade time shall be in writing and shall state the specific time and dates of requested trade, which shall be within the same pay period as the shift requested.

Time voluntarily traded shall in no circumstances create or result in overtime status and approval or denial of trade requests shall not be subject to the grievance procedure.

Article 24.
Overtime Equalization

The Employer retains the right to determine when overtime work is necessary and shall authorize its use to meet operational needs and emergencies. Overtime opportunities will be rotated among Bargaining Unit members when practical except in instances of justifiable exceptions authorized by the Chief or designee.

The Employer shall contact eligible employees for their willingness to work overtime and all overtime hours shall be divided as equally as reasonably possible among the employees within the same classification rank.

Whenever overtime is required, the employee within the required classification and on the required shift, will be offered the overtime. If the employee refuses the overtime, the overtime, will be offered to the next employee in line.

The Employer shall document, as to overtime, which employee(s) were offered, accepted, refused or were unable to be reached, and such documentation shall be maintained no less than three months after the occurrence. The document form will be posted at the Chief's secretary's position. A duplicate copy will be maintained by the Chief. The Chief or designee will update the document immediately when using overtime.

No employee's regular work shift or workdays will be changed to avoid the payment of overtime. The Employer will not discriminate against an employee who exercises his/her right to decline overtime. In cases of operational necessity, the Chief may order an employee to work overtime.

The overtime availability list shall consist of overtime offering in the following order: (a) the current shift; (b) the oncoming shift; (c) the following shift.

Omission Of Overtime - An employee who has erroneously failed to be offered overtime shall be given preference to the next available overtime opportunity comparable to the missed overtime.

Article 25.
Ancillary Forces

All employees within the Bargaining Unit are required to follow the rules and regulations of the Department of Police/Safety in providing supervision to, assisting, working in conjunction with, and cooperating with any non-Bargaining Unit ancillary force on campus. The Employer will not use ancillary forces to permanently replace Bargaining Unit Members.

Article 26.
Call Back/Call-In Pay

26.1 Call Back/Call-In Pay: An employee called in and reporting for duty at the Employer's request which is outside of and not continuous with the employee's regular work period, shall be guaranteed at least four (4) hours pay at the rate of one-and-one-half (1½) times his/her regular base rate.

26.2 Staff Meetings: An employee reporting for a staff meeting required by the Chief of Police which is outside of and not continuous with the employee's regular work period shall be guaranteed at least two (2) hours pay at the rate of one-and-one-half (1-1/2) times his/her regular base rate.

This section shall only apply to the first staff meeting in each quarter. Any additional staff meeting required by the Chief of Police in a quarter shall be paid at the rate specified in Article 26.1.

Article 27.
Emergency Closing

The parties recognize that Bargaining Unit employees are expected to provide normal coverage to the University during emergency situations. When an emergency situation is declared by the President of the University or designee, employees who are scheduled to work will receive their regular compensation for any straight hours they are not permitted to work due to such closing.

Article 28.
Uniform Allowance

Each employee of the Bargaining Unit including special assignments where appropriate shall be issued a full allotment of uniforms and equipment at their initial appointment. In the event that a new item or items are added to the initial allotment, as determined by the Chief of Police, said items will be provided at the Employer's cost.

After the initial allotment of uniforms and equipment each employee shall be allotted nine hundred dollars ($900.00) per year to replace uniforms that are worn, damaged, or otherwise unusable. Uniforms will be ordered upon the approval of the Chief of Police and such orders charged to the employee's annual allotment. Part-time officers shall receive seven hundred dollars ($700.00) per year of this Agreement to replace uniforms that are worn, damaged, or otherwise unusable. Individual employees may be denied the ability to spend their full annual uniform allowance in a particular year if the cost of their equipment repair or replacement needs does not equal their full allotment of uniform allowance that year. The Employer shall not unreasonable deny uniform or equipment replacement. Items that are lost must be replaced at the expense of the employee unless the item was lost during the reasonable performance of the employee's official duties, or stolen.

Upon termination of employment for any reason, employees must return all items to the Chief of Police except as provided in this Agreement. Upon requesting use of the employee allotment to replace worn or damaged items, the employee must return the item or items to be replaced to the Chief of Police. If the Chief of Police has an item or items to be replaced in inventory, the Chief of Police may re-issue the inventory item if it is restored to its full working condition rather than approving purchase of a new item or items.

<u>Standard Uniform and Equipment List</u>

All new employees shall also receive the following uniform items and equipment within thirty (30) days of hire:

- 1 pair of standard duty shoes (boots)
- 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 sleeve shirts

- 2 polo shirts
- 1 standard uniform ball cap
- 1 standard uniform hat
- 1 standard duty coat (with winter liner)
- 1 rain coat
- 1 hat cover
- 1 stinger flash light
- 1 stinger flash light case
- 3 standard ties
- 2 name badges
- 2 standard uniform badges
- 1 standard duty holster
- 1 standard magazine pouch
- 2 pair of standard double handcuff holder
- 1 radio holder
- 1 portable radio
- 2 pair of handcuffs
- 1 inner belt
- 1 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 shoulder microphone
- 1 standard clip board
- 1 can of OC spray
- Any other equipment assigned to employees

Bike Patrol Uniform and Equipment

All employees assigned to bike patrol shall receive the following uniform items and equipment prior to assignment:

- 1 bike patrol jacket
- 3 pair of bike patrol pants
- 3 bike patrol long sleeved shirts
- 3 bike patrol short sleeved shirts
- bike patrol duty gear
- Standard bike patrol riding gloves
- bike patrol winter hood

Upon appointment and within thirty (30) days of the execution of this agreement, the Employer will provide bulletproof vests to Bargaining Unit employees and replace all bulletproof vests prior to the manufacturer's recommended expiration date.

The Employer will replace, repair or reimburse the value of uniform and non-uniform clothing which is damaged in the course of duty. Any request for uniform alterations must be submitted to the Chief of Police for approval prior to the alterations. Requests for alterations are at the discretion of the Chief of Police for approval prior to the alterations. Requests for alterations are at the discretion of the Chief of Police. However, such approval will not be unreasonable withheld.

The Employer will be responsible for the cleaning and maintenance of uniforms.

The Employer shall pay fifty dollars ($50) to each employee per month for the costs associated with maintaining a cellular telephone.

Article 29.
Training

29.1 Training. Off duty time spent in training or instruction connected to the employee's regularly scheduled hours shall be paid at the straight time or overtime rate whichever is applicable.

Training or instruction time not connected with an employee's normal work schedule shall be paid at the time and one-half rate, if applicable. However, the Employer agrees that flexible shift schedules will not be implemented to avoid the payment of overtime, and Bargaining Unit Members who are required to attend training or instruction will receive a minimum of two (2) hours at the rate of one and one-half (1½) times the employee's regular rate of pay, if applicable. This applies to department sponsored in-service training.

In addition to all state mandated training, the Chief of Police may approve three (3) registration requests for classes, provided that the Chief of Police determines in his sole discretion that the classes are necessary for the department and relevant to the member's professional development. The Employer shall pay all costs associated with training.

29.2 EMT Courses. Reimbursement for EMT certification training shall be paid within thirty (30) days of successful certification. In all cases, Employer shall not pay for the initial EMT certification training more than one time. The Employer shall pay for all training necessary to maintain an EMT certification after it is obtained.

The payment or reimbursement of EMT courses shall be limited to the costs of materials, course registration, testing and fees.

Article 30.
Vacation

1. Bargaining Unit members will earn annual (vacation) leave after completion of the probationary period, based upon years of service according to the following schedule:

a. Less than one (1) year of service - no vacation.

b. One year of service but less than eight (8) years - 80 work hours annually (3.1 hours every pay period). Maximum number of hours accumulable - 240.

c. Eight (8) years of service but less than fifteen (15) years - 120 work hours annually (4.6 hours every pay period). Maximum number of hours accumulable - 360.

d. Fifteen (15) years of service but less than 25 years - 160 work hours annually (6.2 hours every pay period). Maximum number of hours accumulable - 480.

e. Twenty-five (25) years or more of service - 200 work hours annually (7.7 hours every pay period). Maximum number of hours accumulable - 600.

2. Days designated as holidays are not charged to vacation regardless of the day of the week on which they occur.

3. Vacation leave is earned during the time the employee is in active pay status. It is not earned while on unpaid leave of absence.

4. During the first quarter of each calendar year employees will be given an opportunity to indicate on a form provided by the Employer their vacation leave preferences for the upcoming fiscal year of July 1 through June 30, and promptly thereafter a written vacation schedule will be prepared by the Employer (and written confirmation given to each employee) with priority given to employees by classification seniority. Once the department vacation schedule is determined, it shall not be changed without the approval of the Chief. This approval shall not be unreasonably withheld.

5. Any vacation request or change request must be made at least 24 hours in advance of the requested vacation leave except in extraordinary circumstances. The Chief of Police will review all such requests and approval will be at the discretion of Chief of Police.

6. Vacation must be taken in hourly increments.

7. The Employer will provide its employees their vacation pay in advance of vacation departure providing the employee notifies his/her Supervisor in writing three (3) weeks in advance of scheduled vacation. The employee must be gone at least ten (10) days, including the scheduled day of pay. If an employee is on vacation between days of pay, those employees cannot use this section.

8. Upon separation from the University or death, an employee or his estate shall be paid for any accrued but unused vacation, not in excess of the maximum accrual allowed. No payment for unused vacation shall be made to an employee having less than one year of University service.

9. Employees shall forfeit their right to take or to be paid for any vacation leave to their credit which is in excess of the accrual for three (3) years. Such excess leave shall be eliminated from the employee's leave balance. The Employer will advise the employee when approaching maximum accrual.

Article 31.
Holiday Observance

Employees within the Bargaining Unit shall be entitled to the following paid holidays:

1. New Year's Day - First of January
2. Martin Luther King, Jr. Day - Third Monday in January
3. President's Day - Third Monday in February
4. Memorial Day - Last Monday in May
5. Independence Day - Fourth of July
6. Labor Day - First Monday in September
7. Veteran's Day - Eleventh of November
8. Thanksgiving Day - Fourth Thursday in November
9. Day after Thanksgiving - Fourth Friday in November
10. Christmas Eve - Twenty-fourth (24th) day of December
11. Christmas Day - Twenty-fifth (25th) day of December

In addition to the above, any day recognized as an additional holiday by the University. (Also, in addition to the above, one (1) hour administrative leave without loss of pay may be granted to employees to vote in general election days that would occur within the county or township of their residence.) An employee may be required to show proof of actual voting.

When an employee is not required to work the holidays, he/she will receive ten (10) hours compensation for the holiday at his/her normal straight time rate of pay. Employees working flexible schedules who are not required to work the holiday will receive ten (10) hours compensation for the holiday at his/her normal straight time rate of pay and will be permitted to work additional hours to achieve his/her normal forty (40) hour workweek.

Employees who are required to work on the holiday will be paid for actual hours worked at a rate of one-and-one-half (1½) times his/her normal rate of pay in addition to ten (10) hours of holiday pay. A member deemed not eligible for holiday pay will be compensated for actual hours worked times his/her normal rate of pay for work performed on the holiday.

In order for an employee to be eligible to receive holiday pay, he/she must work his/her regularly scheduled day before and his/her regularly scheduled day after the holiday, unless otherwise excused on either of those days. An unexcused absence, occurring on the regularly

scheduled work day prior to or after the holiday, will result in the employee receiving no holiday pay.

If an employee is scheduled to work on a holiday and is unable to work due to illness, the employee shall be compensated for ten (10) hours of holiday pay at his/her normal rate of pay and not be charged with or compensated for sick leave hours. A member whose vacation leave coincides with a holiday shall be paid ten (10) hours of regular pay and not be charged vacation leave.

Article 32.
Leaves of Absence

A. Unpaid Personal Leave

Employees without other leave availability 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 employee's immediate supervisor, to the Director, Police and Safety and then to the Director of Human Resources. Employees will be notified in writing if such leave is approved or denied. Upon returning from a personal leave of absence of more than thirty (30) consecutive working days, an employee may be returned to his/her former position or a similar position in the same classification and pay. He/she may not necessarily be assigned to the same shift based upon operational needs. While on unpaid personal leave of absence, the Bargaining Unit Member will not earn sick days or vacation days. While on personal leave of absence, the employee shall not be entitled to pay or seniority. Such leave shall comply with Employer regulations in effect.

B. Leave of Absence for Disability

A leave of absence for disability illness may be granted by the Employer upon receipt of a satisfactory medical proof as determined by the Director, Office of Human Resources. Such leave of absence shall not exceed six (6) months duration. Said leave shall be without pay, without benefits and without loss of seniority and is at the discretion of the Appointing Authority.

After the expiration of a six (6) month period, if the employee is not able to return to duty, the employee shall be placed on leave of absence for disability and shall be eligible for reinstatement up to a period of three (3) years. After such termination, the employee shall not be entitled to pay or seniority. State laws or regulations shall be followed in regard to such disability leave or termination.

Upon return from disability leave, the employee shall be assigned 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 Employer may require the employee to be examined by an Employer appointed physician at any time. The cost of such examination will be paid by the Employer.

Eligibility to return to work from Disability Leave is dependent upon approval by the employee's attending physician and/or Employer approved physician. In a situation where conflicting opinions between the attending physician and Employer approved physician develops, a third physician will be selected by the two physicians. The third physician will conduct the examinations necessary and his/her decision will be final and binding on all parties. The services of this physician will be paid by the Employer or applicable insurance. A written statement from the employee's attending physician must be submitted through Director of Police and Safety to the Department of Human Resources.

C. Union Educational Leave

Employees who are elected or selected by the CSUSA to attend educational classes conducted by the Union, or for the Union, shall be treated as though applying for personal leave and such leave shall be without pay, without loss of seniority and in such numbers of Bargaining Unit Members as approved by the Director, Police and Safety with due consideration to the efficient operation of the Department. Such leave shall not normally exceed five (5) working days per employee in any one fiscal year.

Such leave shall be granted whenever practical, and upon presentation of proper documentation to the Employer.

D. Military Leave

Regular full-time employees called up for military service shall be entitled to the benefits and treatment as prescribed by law.

E. Sick Leave

All Members of the Bargaining Unit shall accrue sick leave credit at the rate of 4.6 hours for each eighty (80) hours of service in active pay status, including paid vacations, overtime and sick leave, but not during a leave of absence or lay-off. Part-time officers shall be credited with sick leave at a prorated rate.

When an employee is unable to report to work, he/she shall notify his/her immediate supervisor, or designated representative two (2) hours prior to the time he/she is scheduled to report to work on the first day of absence, unless emergency or other conditions make it impossible.

Each employee learning of any physical condition which is likely to cause his/her absence from work shall notify his/her supervisor as soon as the condition is known. The Employer may require a doctor's certification as to the period of time the employee will be absent because of the physical condition or anytime an employee is absent more than three (3) consecutive working days.

Employee must notify his/her immediate superior or designated representative to report his/her return to duty from Sick leave at last two (2) hours prior to start of his/her scheduled shift.

Sick leave must be taken in 30-minute increments.

The University and the Union have agreed to cooperate in programs to eliminate unnecessary absenteeism and sick leave abuse on the part of the employees.

After six (6) separate incidents of sick leave usage in a rolling twelve (12) month period without a doctor's medical certification, employees may be counseled. After six (6) separate incidents of sick leave usage in a rolling twelve (12) month period without a doctor's medical certification, a doctor's medical certification may be required to be delivered to Human Resources for any absence. Absences approved under the Family and Medical Leave Policy are not considered as separate absences under this rule.

Accumulated sick leave of an employee who has been separated from public service, shall be placed to his/her credit upon his/her re-employment in the public service, provided that such re-employment takes place within ten (10) years of the date on which the employee was last terminated from service.

The Employer retains the right to investigate all sick leave and require repayment of sick pay where abuse has been proven as well as other discipline in accordance with this Agreement.

All Members of the Bargaining Unit shall, at the time of retirement or termination of services with the Employer and with ten (10) years or more of service with the Employer, receive pay for accrued and unused sick leave credit on the basis of three (3) sick leave days for one (1) day of pay not to exceed forty (40) days. Such payment will be based on the employee's rate of pay at the time of retirement or termination. Such payment shall be made only once to any employee.

In case of death of an employee (regardless of age or length of service at Central State University) payment of one-third of the employee's unused sick leave shall be made to the beneficiary or estate. Such compensation shall be made at the employee's current rate of pay.

F. Funeral Leave

Employees shall be granted funeral leave as set forth below:

1. To arrange for and/or attend the funeral of a member of his/her immediate family (father, mother, sister, brother, wife, husband, child, grandparents, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandson, granddaughter, father-in-law, mother-in-law, and all other relatives residing in the same household), the employee shall be granted up to three (3) working days.

2. For purposes of Section F of this Article, during the term of this agreement, if the University adopts a policy, or agrees with any other bargaining unit, to include "domestic partners", "significant others" or like designation as being included within the definition of "immediate family", the University will agree to provide such benefit to the bargaining unit.

G. Family and Medical Leave (FMLA)

Up to the first twelve (12) weeks of all disability leaves of absence, maternity/paternity leaves, and extended sick leave commencing on or after November 1, 1993 will concurrently be treated as leave of absence required by the Family Medical Leave Act (FMLA). Employees are required to first use any accrued paid leave (sick leave, vacation, personal leave, etc.) for part of the twelve (12) week period. Any remaining FMLA leave will be unpaid leave.

To be eligible an employee must have worked for the Employer 1,250 hours of work during the previous twelve (12) months (which must be consecutive) and at least 12 months of employment. Employees shall be entitled to FMLA leave for one or more of the following:

(A) Because of the birth of a son or daughter of the employee and in order to care for such son or daughter.

(B) Because of the placement of a son or daughter with the employee for adoption or foster care.

(C) In order to care for the spouse, or a son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent has a serious health condition.

(D) Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.

(E) For qualifying exigencies of a spouse, son, daughter or parent on active duty or call to active duty status in the National Guard or reserves in support of a contingency operation.

(F) To care for the serious illness of a covered service member.

If a husband and wife are both employed by the Employer they will be eligible for a combined total of twelve (12) weeks FMLA leave of absence due to birth, adoption, foster care or caring for a sick parent. Each of the spouses would be eligible for up to twelve (12) weeks leave when it is taken to care for a sick spouse/child or is due to the employee's own illness.

Employees are eligible to continue health care coverages while on FMLA leaves. Employees will be required to continue making any monthly contributions for coverages continued during the leaves. The Employer can recover its share of contributions for continuation of health care coverages if the employees do not return to work for a reason other than the serious health condition of the employee or the employee's immediate family member or another reason beyond the employee's control.

Employees must give the Employer 30 days notice prior to leaves where practical. In addition, the Employer may require employees to submit certification from a health care provider to substantiate that a leave is due to the serious health condition of the employee or the employee's immediate family member or certification regarding the qualified exigency.

Article 33.
Health and Life Insurance

All full-time permanent employees are eligible for health and life insurance benefits prescribed and conditions herein.

A. Health Insurance

Effective November 1, 1993 and for the duration of this Agreement, the Employer will provide Bargaining Unit Members membership in a health insurance plan and pay ninety percent (90%) of the single plan premiums and ninety percent (90%) of the family plan premiums for each covered employee. Payment of ten percent (10%) of the single plan premiums and ten percent (10%) of the family plan premiums is the responsibility of the covered Bargaining Unit Member. Bargaining Unit members will be granted the same health benefits insurance plan with the same benefits, copays, and deductibles provided to Administrative and Professional Employees.

For self-funded health insurance programs, the cost shared by the employees will include an estimated reserve fund for anticipated claims established by the insurance risk board. The reserve will be reassessed annually and any excess funds will be shared by the same percentage split as the costs are shared.

B. Plan Participation

Where both a husband and wife are University employees, a family contract will be granted to only one spouse.

An employee returning from layoff, (recall) and/or military service shall be reinstated effective the first of the month following the employee's return.

An employee must have a qualifying event in order to make any changes outside of the open enrollment period.

All such changes will occur effective the first month following the change request.

If an employee is on an authorized non-medical leave without pay, the employee may continue health insurance coverage at the employee's own expense for a period of one year. The employee must request continuation of health insurance benefits through Human Resources upon granting such leaves. Failure to pay or discontinued payment of premiums will result in termination of coverage.

Employees whose coverage is terminated and who pay any premium coverage may renew membership on the first of the month following return to work and completion of a new enrollment form.

The Employer will continue health care coverage for employees who are on medical/disability leave without pay for one year, provided the probation period is completed and he/she is enrolled in the health group plan at the start of such leave.

C. Life Insurance

The Employer will provide a life insurance benefit to all Bargaining Unit Members in the amount of $35,000.00 payable to the beneficiary or estate.

Article 34.
Student Fees

All Bargaining Unit Members will receive student fees remission benefits in accordance with established Employer policies and as may be amended.

Article 35.
Higher Education Pay

Upon execution of this Agreement, Bargaining Unit Members who obtain professional training or academic degrees will be compensated with an additional hourly premium after completing their probationary period as set forth below:

Associate Degree	$.40 cents additional per hour
Bachelors Degree	$.60 cents additional per hour
Masters Degree	$.70 cents additional per hour
Emergency Medical Technician	$1.50 additional per hour

This additional hourly premium will be added to the employee's regular hourly rate for an adjusted regular hourly rate.

Certification as an Emergency Medical Technician shall be voluntary. The Emergency Medical Technician premium listed above shall be separate and paid cumulatively if other degrees and/or certifications are obtained.

Article 36.
Cafeteria Privileges

In order to maintain the level of readiness necessary to meet any crisis or emergency, officers are required to perform police duties in the cafeterias and the Employer agrees to provide meals to Bargaining Unit Members who eat in the cafeterias during his/her scheduled work shift or approved overtime.

Article 37.
Legal Defense

The Employer shall, at an employee's request affirmatively assist the employee with his request for legal services, as required by statute and based upon approval by the Ohio Attorney General in each case (i.e. for occurrences arising within the course and scope of the employee's normal job duties).

Article 38.
Court Time and Appearances

Whenever it is necessary for an off-duty officer to appear either in Municipal Court or any other official court on matters pertaining to or arising from police business, or to appear before the Prosecutor for a pre-trial conference, this time shall be construed as time paid but not worked. The officer, for purposes of payment, shall prepare the appropriate form designated by the Employer for signature of the Court Sergeant prior to submitting the form to his Supervisor for approval. The off-duty officer shall receive minimum of two (2) hours pay for any court appearance, subject to provisions of Fair Labor Standards Act.

Employees will be expected to collect any and all witness fees for attendance at court proceedings and remit such fees to the Employer.

Article 39.
Wages

This Article is the sole source of rights and obligations of the parties to this Agreement concerning wages with exception to those provisions set forth in.

Article 22	Hours of work, overtime and shift differentials.
Article 26	Call Back/ Call-In Pay
Article 35	Higher Education Pay
Article 38	Court time and Appearances.

Effective November 1, 2011, Bargaining Unit Members will be paid in accordance with the pay plan set forth in this Agreement.

All payments discussed in this Article shall be subject to deductions for all applicable tax and retirement withholdings.

Police Officer 1

Year	0-4 years service	4-8 years service	8+ years service
First year (11/1/2011)	15.65	15.95	16.28
Second year (11/1/2012)	15.96	16.27	16.60
Third year (11/1/2013)	16.44	16.76	17.10

Sergeants

Year	0-4 years service	4-8 years service	8+ years service
First year (11/1/2011)	21.89	22.76	23.21
Second year (11/1/2012)	22.33	23.21	23.67
Third year (11/1/2013)	23.00	23.91	24.38

Assignment Designations

Upon execution of this Agreement, all employees who are assigned the duties of Records Officer shall receive a one percent (1%) wage increase and employees assigned the duties of Detective shall receive a two percent (2%) wage increase added to the employee's regular base rate of pay.

Compensatory Time

Employees who work more than forty (40) hours in a work week may receive compensatory time off in lieu of overtime pay at a rate of one and one-half (1-1/2) hours of compensatory time for each one (1) hour of overtime worked, at the employee's discretion. An employee who elects to accrue compensatory time in lieu of overtime may accrue up to one hundred and twenty (120) hours of compensatory time during any one (1) calendar year. The maximum amount of compensatory time each employee may accrue in each year shall be considered refillable as employees go below the maximum amount of compensatory time. Compensatory time must be used in minimum 30-minute increments.

Any unused compensatory time up to one hundred and twenty (120) hours may be carried over at the end of each calendar year. In the event any employee has a total of one hundred and twenty (120) earned and unused hours of compensatory time, then any further overtime hours worked must be paid at the overtime rate. Employees shall utilize the leave form when requesting the use of compensatory time.

Article 40.
Service Weapons

Retiring employees shall be permitted to purchase their assigned personal service weapon for one dollar ($1.00) when they retire through the regular service retirement plan.

Article 41.
Dental Insurance

Upon execution of this Agreement, the Administration will provide for Bargaining Unit members a single or family plan at their election and will pay the cost of only single plan coverage of the basic dental insurance. The plan will offer a deductible of $25.00 for individual covered, an annual maximum of $1,000.00, 100% UCR reimbursement of Type I preventive procedures, 80% UCR reimbursement for all other Type I procedures, 80% UCR reimbursement for Type II procedures (major treatment), and 50% UCR reimbursement for Orthodontia procedures (lifetime maximum benefit of $1,000.00).

Pre-Tax Treatment of Premium Participation: to the extent permitted by law, that portion of dental insurance premium charges contributed by the Bargaining Unit member will be deducted from pre-tax dollars.

Article 42.
Duration

This Agreement shall continue in full force and effect for the period of November 1, 2011 until and including October 31, 2014. Thereafter, it shall be renewed for periods of one year, unless written notice is given by either the Union or the Employer to the other not less than sixty (60) days prior to the expiration date heretofore stated, of either party's desire to amend or terminate the Agreement. Notices under this provision shall be in writing and shall be accompanied by a request to negotiate wages by the CSUSA. If the parties impasse, the matter will be remedied as provided in Chapter 4117 of the Ohio Revised Code.

In the event notice is given by either party, discussions shall begin not later than ten (10) calendar days after receipt of written notification.

Should any provision of this Agreement or any application thereof become unlawful by virtue of Federal or State Law, the provision or application of a provision of this Agreement shall be modified by the parties to comply with the law. In all other respects, however, the provisions and applications of provision of this Agreement shall continue in full force and effect for the life thereof with no changes other than provided therein or through applicable legislation.

Ratified by the CSUSA'S Membership on OCTOBER 31, 2011.

Approved by Central State University Board of Trustees on November 4, 2011.

Approved and signed on this 4th day of November, 2011.

Central State University Safety Association:

BY:_____
Jerome Clarke, President, CSUSA

BY:_____
Jesse Rubio, Vice President, CSUSA

Central State University:

BY:_____
John W. Garland, President

BY:_____
Colette P. Burnette
Vice President for Administration and
Chief Financial Officer

BY:_____
Laura L. Wilson, Legal
Counsel for CSU, Chief Negotiator

BY:_____
Anthony Pettiford
Chief of Police

BY:_____
Kimberly Manigault
Director of Human Resources

EXHIBIT A

Drug-Free Workplace Policy

STATEMENT OF POLICY

The purpose of this policy is to assure a work environment that is free from the harmful effects of alcohol and other controlled substances. Employer believes that it is very important to provide a safe workplace for all of its employees. Employer is concerned with the health and well being of all employees. Behaviors related to substance use can endanger all employees, not just substance users. We cannot condone and will not tolerate behaviors on the part of employees that relate to substance use, such as:

1. Use of illegal drugs;
2. Misuse of alcohol;
3. Sale, purchase, unauthorized transfer, trafficking, use or unauthorized possession of any illegal drugs;
4. Arrival or return to work under the influence of any drug (legal or illegal) or alcohol to the extent that job performance is affected.

Management is fully committed to our Drug-Free Workplace Policy, which establishes clear guidelines for acceptable and unacceptable employee behavior for everyone in the workplace. We will not tolerate substance use in violation of this Policy and intend to hold everyone reasonably responsible for supporting the Policy.

This Policy describes our Drug-Free Workplace Program, and every employee is expected to read and understand it. The consequences stated in this Drug-Free Workplace Program will apply to anyone who violates the Policy.

For any employee who tests positive for drug or alcohol use in violation of this Policy, employer reserves the right to discipline for violation of this work rule. "Discipline" is defined in Article 13 of the Collective Bargaining Agreement.

Employees and supervisors will be trained to recognize the symptoms of drug abuse, impairment and intoxication.

Protections

This program is designed to protect employees from the behaviors of substance users. Some of the protections built into the program are:

- Employee records related to testing results, referrals for help, and other related records will be kept confidential to the extent permitted by law. All matters pertaining to this

policy will be confidentially maintained on a "need to know" basis. Any violation of confidentiality rights is subject to disciplinary action up to and including termination of employment.

- We are committed to employees who have a substance problem getting help. Each situation will be reviewed individually. Employee assistance is available for employees and their families.

Employee Assistance

Employer believes in offering assistance to employees with a substance problem. We have a list of local community resources to give to employees who come forward voluntarily to seek help. The list includes places to go for an assessment and for treatment. When an employee has a substance problem, we will meet with the employee to discuss the problem and any violation of this Policy. Employer reserves the right to discipline based on a positive test.

Drug and Alcohol Testing

- Employer will institute testing at its cost. Testing will be used to detect problems and to get employees not to use substances in a way that they violate our Policy. This will allow us to take appropriate action to correct the situation.

WHEN WILL A TEST OCCUR?

Employees will be tested for the presence of drugs in the urine and/or alcohol on the breath under any and/or all of the conditions outlined below:

1. Upon execution of the collective bargaining agreement, all employees will be tested.

2. Post-Offer, Pre-Employment Medical Examination and Drug Testing

As part of employer's employment procedures, all applicants will be required to undergo a post-offer, pre-employment medical examination and a drug test conducted by a contractor the Company designates after that applicant has been made a conditional offer of employment. Such test must occur within 72 hours of the offer, or at a time mutually agreed by the parties. Any offer of employment depends upon satisfactory completion of this examination and/or screening, and the determination by employer and its examining physician that the person is capable of performing the responsibilities of the position that has been offered. This testing may also be performed on a new hire in lieu of or in addition to the pre-employment test within four weeks after that hire has commenced employment with employer.

3. Reasonable Suspicion Testing

Reasonable suspicion testing will occur when management has reason to suspect that an employee may be in violation of this Policy. The suspicion will be documented in writing prior to the release of the test findings. You will not be able to return to work until employer receives the test results. A reasonable suspicion test may occur based on:

a. Observed behavior, by supervisor, such as direct observation of drug/alcohol use or possession and/or physical symptoms of drug and/or alcohol use;
b. A pattern of abnormal conduct or erratic behavior that appears related to substance use or misuse;
c. Arrest or conviction for a drug-related offense, or identification of an employee as the focus of a criminal investigation into illegal drug possession, use, or trafficking. The employee is responsible for notification of employer, within five (5) working days, of any drug-related conviction.
d. Information provided either by reliable and credible sources and independently corroborated regarding an employee's substance use, including repeated or flagrant violations of the company's safety or work rules that pose a physical danger or property damage and appear to be related to substance use or misuse; or
e. Newly discovered evidence that the employee has tampered with a previous drug or alcohol test.

Reasonable suspicion testing does not require certainty. Testing may be for drugs or alcohol or both.

4. Post-Accident Testing

Post-accident testing will be conducted whenever an accident occurs, regardless of whether an injury occurs. We consider an accident an unplanned, unexpected, or unintended event that occurs on our property, during the conduct of the our business, or during working hours, or which involves one of our motor vehicles or motor vehicles that are used in conducting company business, or is within the scope of employment, and which results in any of the following:

a. A fatality of anyone involved in the accident;
b. Serious bodily injury to the employee and/or another person that requires off-site medical attention away from employer's place of employment;
c. Vehicular damage in apparent excess of $2,000.00; or
d. Non-vehicular damage in apparent excess of $2,000.00. When such an accident results in one of the situations below, any employee who may have contributed to the accident will be tested for drugs or alcohol use or both.

Drug and/or Alcohol Testing after an Accident

Urine specimen collection (for drugs) or breath/saliva (for alcohol) is to occur as quickly as possible after a need to test has been determined. At no time will a urine specimen be collected after 32 hours from the time of an employment-related incident. Breath or saliva alcohol testing will be performed as quickly as possible, but no later than eight hours after the incident, or it will be documented but not performed. If the employee responsible for an employment-related accident is injured, it is a condition of employment that the employee grants the employer the right to request that attending medical personnel obtain appropriate specimens (breath, urine and/or blood) for the purpose of conducting alcohol and/or drug testing, to the extent permitted by law. Further, to the extent permitted by law all employees grant employer access to any and all other medical information that may be relevant in conducting a complete and thorough investigation of the work-related accident including a full medical report from the examining physician(s) or other health care providers. A signed consent to testing form is considered a condition of employment, to the extent permitted by law. Management reserves the right to reasonably determine who may have caused or contributed to a work-related accident and may choose not to test after minor accidents if there is no violation of a safety or work rule, minor damage and/or injuries and no reasonable suspicion.

Employer is committed to the health and safety of its employees. Testing will occur as stated above, but it is most important that all injured employees immediately seek medical assistance.

5. Follow up Testing after Return-to-Duty from Assessment or Treatment

This test occurs when an employee who has previously tested positive and the employee returns to work. A negative return-to duty test is required before the employee will be allowed to return to work. If the employee fails this test, this may lead to discipline. Once an employee passes the drug and/or alcohol test and returns to work, management may choose to do additional unannounced tests for two years. Any employee with a second positive test result may be disciplined. Follow-up tests will be unannounced and may occur at any time for a time period of two years. The intent is to deter any subsequent usage that would result in a violation of our Policy.

6. Random Drug Testing

Random drug testing will include all employees and is conducted on an unannounced basis. A non-company testing organization uses computer software that ensures a truly random selection process in which all employees in the testing pool have an equal statistical likelihood of being selected for testing. When the next random draw is conducted, all employees are again included in the pool with an equal chance of selection, regardless of whether an employee was previously selected. Random testing is designed to deter drug use in violation of the Policy and ensure that we maintain confidence in our employees' abilities to perform their duties. Employer has contracted with an outside vendor to perform the periodic selection of employees for inclusion in the random testing pools. The contractor selects employees at random for drug

testing at any time during each calendar year. Employer will provide employee identification numbers to be used in the random selection drawings. The contractor will, in turn, furnish employer with a list of individuals to be tested at the beginning of each selection period. It shall be the responsibility of employer to notify each employee who was selected with the date, time, and location that random testing will be performed. When notified, it shall be the responsibility of the individual employee to provide a urine specimen for drug testing.

SUBSTANCES TO BE TESTED FOR AND METHODS OF TESTING

Substances covered under this policy include alcohol, any drugs or controlled substances that are not prescribed by a licensed physician and prescription drugs used in a manner inconsistent with physician directions. This policy shall not apply to over-the-counter medicine when used according to directions. In the event that an employee is taking medication not covered by this policy, which nonetheless impairs the employee's ability to perform his duties in a competent and safe manner, the employee should report the situation to his or her supervisor immediately. Employer will attempt to assist the employee in considering available alternatives.

Any legal prescription drugs which an employee brings to work must be in its original container with the prescription in the employee's name affixed.

Under our procedure, qualified testing professionals identify the presence of one or more of prohibited controlled substances or alcohol that may be present in the employee. There is an initial screening test. If it is negative, then a negative test is declared. If the initial test is positive (comes in at or higher than the cut-off level), a second test called a "confirmatory" test is done. Cut-off levels are as follows:

Drug	**Screening Test**	**Confirmation**
Amphetamines	1,000 ng/ml Amphetamine	500 ng/ml GC-MS
Marijuana Metabolites	100 ng/ml Delte – THC	100 ng/ml GC-MS
Cocaine Metabolites	300 ng/ml Metabolites	150 ng/ml GC-MS
Opiates	300 ng/ml Metabolites	300 ng/ml GC-MS
PCP	25 ng/ml PCP	25 ng/ml GC-MS

Tests which are below the levels set forth above shall be determined as negative. If test results are negative, all documentation regarding supervisor's observations and testing will be destroyed.

At the time the urine specimen is collected two samples will be taken. One sample will be sent to the laboratory to be tested at the Employer's expense. In order to be considered positive, samples must be tested separately, and show positive results on a follow up GCMS confirmatory test. All test results are to be reviewed by a toxicologist or physician before released. Test results must be completed within 48 hours of the testing.

The second sample will be collected in a separate container and shall be sealed in the presence of Employer and Union witness who will sign the evidence tape. The sample shall be made available to the employee for testing by a laboratory chosen by the Union at its cost. Employees at their option shall be entitled to take accrued sick leave, vacation leave, compensatory time or leave without pay during absences required as part of any rehabilitation process.

Unless all safeguards and procedures specified herein are followed, test results may not be relied upon or serve as the basis of any discipline or referral to rehabilitation.

Any disputes which may arise over compliance with this policy shall be resolved through the grievance and arbitration provisions of the parties collective bargaining agreement.

These provisions will include the Union receiving a copy of the laboratory report and the Union having 72 hours to present the results of the second sample to the Employer.

These levels will be used to interpret all drug screens/tests, whether for a pre-employment examination, reasonable suspicion test, and post-accident test or follow up test.

Breath alcohol testing will be conducted by a medical clinic that uses only certified equipment and personnel. Breath alcohol concentrations exceeding .08 will be considered a verified positive result. In the event of an accident where an employee has "whole blood" alcohol drawn at a medical treatment facility, a result equal to or greater than .08 shall be considered to be a verified positive result. An Evidentiary Breath Test (EBT) will typically be used to confirm any initial positive test result.

An employee who adulterates, attempts to adulterate or substitutes a specimen or otherwise manipulates the testing process may be disciplined. A refusal to produce/provide a specimen is considered a positive test unless there's a verifiable medical reason that the specimen could not be produced.

SPECIMEN COLLECTION PROCEDURE

Urine specimens and breath testing will be conducted by trained collection personnel who meet standards for urine collection and breath alcohol testing set by the Department of Health

and Human Services. Confidentiality is required from our collection sites and labs. Employees are permitted to provide urine specimens in private, but subject to strict scrutiny by collection personnel so as to avoid any alteration or substitution of the specimen. Breath alcohol testing will likewise be done in an area that affords the individual privacy. In all cases, there will only be one individual tested at a time. The specimen collector and Employer shall maintain a complete chain of custody for all samples. Failure to appear for testing when scheduled shall be considered refusal to participate in testing, and may subject an employee to disciplinary action, and an applicant to the cancellation of an offer of employment. An observed voiding will only occur if there is grounds for suspecting manipulation of the testing process.

EMPLOYEES' RIGHTS WHEN THERE IS A POSITIVE TEST RESULT

An employee who tests positive under this Policy will be given an opportunity to rebut or explain the findings to the employer. The employer can request information on recent medical history and on medications taken within the last thirty days by the employee. If the employer finds support in the explanation offered by the employee, the employee may be asked to provide documentary evidence to support the employee's position (for example, the names of treating physicians, pharmacies where prescriptions have been filled, etc.). A failure on the part of the employee to provide such documentary evidence will result in the issuance of a positive result.

REPORTING OF RESULTS

Each substance tested for will be listed along with the results of the testing. Employer will receive a report, and this report will indicate that the employee passed or failed the test.

STORAGE OF TEST RESULTS AND RIGHT TO REVIEW TEST RESULTS

All records of drug/alcohol testing will be stored separately and apart from the employee's general personnel documents. These records shall be maintained under lock and key at all times. Access is limited to designated employer officials. The information contained in these files shall be utilized only to properly administer this Policy and to provide to certifying agencies for review as required by law. Designated employer officials who shall have access to these records are charged with the responsibility of maintaining the confidentiality of these records. Any breach of confidentiality with regard to these records may be an offense resulting in discipline. Any employees tested under this Policy have the right to review and/or receive a copy of their own test results. For purposes of all tests hereunder it is understood that the employee has been ordered to be tested and the results of any tests shall be covered by the Garrity Warning.

POSITIVE TEST RESULTS

Employees who are found to have a confirmed positive drug or alcohol test will be immediately taken off safety-sensitive duties and are subject to discipline up to and including termination.

COSTS

The Employer shall bear the costs of all testing. All testing that occurs during non-duty hours shall be paid at overtime including reasonable travel time.