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**Agreement between**

**Wright State University**

**and**

**The Fraternal Order of Police,**

**Ohio Labor Council, Inc.**

**Communications Center Operators**

**July 1, 2014 – June 30, 2017**

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## Article 1 – Agreement

WRIGHT STATE UNIVERSITY (herein called the "University") and FRATERNAL ORDER OF POLICE/OHIO LABOR COUNCIL, INC. (herein called the "Union"), having engaged in discussions for the purpose of establishing harmonious relationships, acknowledge that this Agreement is designed to provide a fair and reasonable method by which employees covered by this agreement can participate through their exclusive bargaining agent in the establishment of wages, hours, benefits and terms and conditions of their employment, and to establish an orderly procedure for the resolution of differences between the University and the members of the bargaining unit. As a result, the parties have agreed as follows:

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

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

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

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

## Article 2 – Recognition and Savings

*Section 1 – Recognition.* The University recognizes the Fraternal Order of Police/Ohio Labor Council, Inc. as the bargaining representative for all persons holding full-time and regular part-time (benefit eligible) University position Communications Center Operator including probationary members, or in equivalent classifications that may replace them, hereinafter referred as member(s).

The University will continue to discuss matters of mutual concern with the Union with the objective of resolving issues and problems through the provisions of this Agreement and the grievance procedure contained herein.

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

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

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

## Article 3 – Management Rights

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

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

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

K. effectively manage the work force;
L. take actions to carry out the University's mission.

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

## Article 4 – Nondiscrimination

*Section 1 – Non-Discrimination.* Both the University and the Union recognize their respective responsibilities for nondiscrimination under federal and state constitutions, codes and statutes. Therefore, both parties hereby reaffirm their legal and moral commitments not to discriminate unlawfully in any manner because of race, color, religion, national origin, sex, age, marital status, sexual preference, disability, employee organization, veteran status or political organization.

The University and the Union agree that there shall be no discrimination in any form, including interference, restraint, intimidation or coercion, related to the free exercise of the following rights of a University employee:

1. To be a member of a union or employee organization;
2. To not be a member of a union or employee organization;
3. To provide support to a union or employee organization;
4. To not provide support to a union or employee organization.

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

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

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

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

## Article 5 – No Strike/No Lockout

*Section 1 – Union Pledge.* The parties of this Agreement mutually recognize that the services performed by bargaining unit members are services essential to public order and safety. The Union, therefore, agrees that during the term of this Agreement there

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

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

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

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

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

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

## Article 6 – Safety

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

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

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

## Article 7 – Substance Abuse

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

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

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

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

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

*Section 5 – Definitions.*

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

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

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

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

considered "On Duty" for the duration of the test including travel time to and from the test site.

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

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

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

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

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

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

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

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

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

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

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

## Article 8 – Dues Deduction & Fair Share Fee

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

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

*Section 3 – Reimbursement/Rebate.* The Fraternal Order of Police, Ohio Labor Council, Inc., agrees to reimburse the University for all expenses incurred arising from any action commenced by an employee as a result of the deductions made under this Article. This includes but is not limited to any violation of the legal requirements for fair share rebates. The Council also agrees to distribute annually a copy of their fair share rebate procedure to each member of the bargaining unit paying fair share fees and make every reasonable effort to comply with changes that may be mandated by statute or applicable case law.

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

## Article 9 – Ohio Labor Council/FOP Activities

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

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

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

*Section 4 – List of Representatives.* Within seven (7) days of election, and annually thereafter, the Union will furnish the University with the names of its local representatives and officers so that the University may at all times be advised as to the authority, if any, of the individuals with whom it may be meeting.

*Section 5 – Representation.* Associates will be permitted to investigate grievances. If requested, associates may represent bargaining unit members in disciplinary matters. Such requests shall not be unreasonably denied. If a bargaining unit member is interviewed, the associate or the FOP Staff Representative may be present.

*Section 6 – Bulletin Board.* The University agrees to continue to furnish one (1) two feet by three feet (2' x 3') glass enclosed bulletin board with locks at the communications center.

A. The board will only be for posting notices concerning the FOP/Ohio Labor Council, Inc. All such notices will be posted by the Associate or representative of the FOP/OLCI. FOP/OLCI will be solely responsible for materials contained on this bulletin board.
B. No notices or other writings may be posted that are political, controversial or critical of the University or any other department or employee or other person(s). The University may remove material that does not comply with this Article or which violates University policies.
C. The Union shall limit its use of the bulletin board to official Union business.

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

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

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

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

Requisitions will be handled by the University's Department of Conferences and Special Events and must have the signature of the responsible FOP Representative and the Chief Human Resources Officer or his or her designee.

## Article 10 – Labor/Management Committee

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

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

*Section 3 – Meetings.* The parties shall meet no less than every other month unless otherwise expressly agreed to by both the Union and the Chief Human Resources Officer or his or her designee. However, meetings will be suspended while the parties are in active negotiations. Any meeting held under this procedure be on a no loss, no

gain pay basis. Before any meeting is scheduled, a written agenda containing a description of the topics to be discussed must be submitted by each party.

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

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

## Article 11 – Grievance and Arbitration Procedure

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

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

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

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

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

The Union and the University may mutually agree in writing to waive Steps 1 and/or Step 2 of the procedure if the grievance is of a nature that cannot be resolved at those levels. If the University fails to timely respond at any step, the grievance will be considered denied at that step and shall move on to the next step. If the grievant or their representative fails to appear at a Step 2 grievance meeting, except for extenuating circumstances, the grievance is withdrawn.

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

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

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

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

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

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

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

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

Only disputes involving the interpretation or application of a provision of this Agreement shall be subject to arbitration. The arbitrator shall have no power to add or subtract from or modify any of the terms of this Agreement, nor shall the arbitrator substitute the arbitrator's discretion for that of the University or impose on either party a limitation or obligation not specifically required by the express language of this Agreement. The arbitrator's decision shall address itself solely to the issues presented and shall not impose upon either party any restriction or obligation pertaining to any matter raised in the dispute which is not specifically related to the submitted issue or issues. Nothing shall preclude the parties from resolving the matter prior to the arbitrator issuing his/her decision. Otherwise, the arbitrator's decision shall be final and binding.

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

## Article 12 – Seniority

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

*Section 2 – Tie in Seniority.* If two or more employees are hired on the same date, seniority will be determined by application date with seniority going to the member who applies first. An employee's seniority date will be provided upon request.

*Section 3 – Termination of Seniority.* An employee's seniority and employment shall terminate when he or she:

1. retires or resigns;
2. is discharged for cause;
3. is absent for three (3) consecutive working days without notifying the university;
4. is laid off for a period of more than twelve (12) consecutive months;
5. fails to return from leave or lay off on the required date;
6. accepts another position not in an FOP bargaining unit; or
7. cannot return to work or to an available position for which the employee is qualified after exhausting available leaves;

8. engages in gainful employment not approved by the University during a leave of absence (except a leave expressly granted for such a purpose).

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

*Section 4 – Seniority List.* The employer will maintain an up to date seniority list. A copy of the seniority list will be provided upon written request but not more frequently than on a quarterly basis. The University shall furnish a copy of the seniority list to the FOP/Ohio Labor Council when it is requested in writing.

## Article 13 – Layoff - Recall

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

*Section 2 – Refusal.* When bargaining unit members are laid off, the University may not use any non-bargaining unit employees to perform any bargaining unit work unless the laid off employee refuses to perform the offered work.

*Section 3 – Notice.* The University shall provide advanced notice of layoff to the extent possible.

*Section 4 – Recall.* Employees will be recalled from layoff in reverse order they were laid off. Recall notices will be mailed by certified mail to the employee's home address as last submitted to Human Resources. The employee must certify in writing within ten (10) days of the receipt date of the recall notice, but not longer than thirty (30) days from the postmark date of the notice, the employee's intent to return to work. If the employee fails to respond or fails to return on the scheduled date, the employee will be struck from the recall list.

## Article 14 – Personnel Files

The official University personnel file for each employee shall be maintained by Human Resources, consistent with the Ohio Public Records Act and applicable federal law. An employee may add rebuttal information to disciplinary actions and performance appraisals in his or her file.

## Article 15 – Parking

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

## Article 16 – Probationary Period

All employees will serve a probationary period of one (1) year following initial hiring or promotion. No appointment is final until the bargaining unit employee has satisfactorily completed the entire probationary period. During the probationary period of an original appointment into the Police Department, no bargaining unit employee may grieve discipline or termination of employment.

## Article 17 – Corrective Action

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

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

Examples (list not inclusive) of minor offenses best addressed by progressive discipline include poor performance, chronic absenteeism, disregard for instructions and/or work procedures, absence from an assigned work area without significant reason, extended break or meal periods that constitute an absence from the employee's assigned work area, late arrivals and/or early quits, minor insubordination, minor negligent damage to University equipment and/or property, and other similar types of offenses.

Examples (list not inclusive) of major offenses best addressed by accelerated discipline include cases of the use, sale, or possession of controlled substances on the job, arriving for work intoxicated or otherwise impaired by substance abuse or ingestion, theft, fraud, verbal and/or physical threat to another person, serious and/or chronic disregard for safety policies, instructions and/or work procedures, ethnic intimidation, major intentional damage to University equipment and/or property, sleeping on the job, gross insubordination, or similar serious offenses.

*Section 3 – Progressive Discipline.* Discipline is cumulative. Any written form of discipline for any matter is considered in determining a greater level of discipline for any subsequent offenses. Discipline shall take into account the nature of the violation, the employee's work record, the employee's disciplinary record and his or her length of

service with the department. In all cases, decisions regarding any disciplinary action to be taken will be communicated to the employee within thirty (30) calendar days of a complaint of the alleged misconduct, or the University's discovery thereof, but in no event longer than forty (40) calendar days after the event giving rise to the discipline. The university may request in writing an extension of the time set forth above and such request shall not be unreasonably withheld.

*Section 4 – Counseling.* At management's discretion, an employee may be coached or counseled about issues. Although it is not formal discipline, employees should take the coaching or counseling seriously so that entrance into the formal progressive disciplinary track is not necessary. Coaching and counseling will no longer be considered after twelve (12) months after the date of issuance.

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

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

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

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

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

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

*Section 10 – Polygraph.* Polygraphs or other truth detecting devices or mechanisms shall only be administered for cause. The scope of the polygraph questioning shall be limited to the facts relating to the nature of the matter being investigated. Discipline shall not be based solely on the basis of a polygraph exam. The employee will have the discretion to place on the polygraph authorization form that the examination is being taken as the result of a direct order.

*Section 11 – Retention.* Disciplinary actions shall become part of the employee's official university personnel file consistent with Article 16 of this Agreement. The records of disciplinary actions shall be retained consistent with the periods outlined below:

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

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

## Article 18 – Vacancies and Classifications

*Section 1 – University Rules.* All promotions and reclassifications of employees shall conform to University rules to ensure fair, equitable and consistent consideration for all. Employees may provide constructive written recommendations through the FOP/Ohio Labor Council to the Chief of Police.

*Section 2 – Vacancies.* When there is a vacant position within the bargaining unit, all bargaining unit members shall be entitled to compete for the position. For any vacancies outside the bargaining unit, the University will continue to follow its current employment practices.

*Section 3 – Job Classification.* Employees shall be assigned to perform duties appropriate to the classifications to which they have been appointed, or to bargaining unit work for which they are qualified, except as may be required because of emergency or temporary characteristics of the work situation.

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

The University agrees to conduct a job assessment no later than twelve (12) months prior to the expiration of the 2014-2017 collective bargaining agreement.

*Section 4 – Requirements for Classifications.* Human Resources will maintain the minimum requirements for the classifications listed.

## Article 19 – Hours of Work

*Section 1 – Workweek.* Eight (8) hours a day and forty (40) hours a week shall be the normal workweek for all full-time employees. Time worked in excess of forty (40) hours in a workweek shall be compensated at one and one-half (1½) times the base rate of pay as defined in this Agreement. Each workweek shall consist of seven (7) days consistent with the University's definition of workweek. Consistent with the current practice of the University, each employee will have off days scheduled together unless an emergency situation exists that would require otherwise.

*Section 2 – Hours Worked.* For purposes of calculation of overtime under this Agreement, hours worked shall include all hours actually worked, regardless of whether or not they fall on a holiday, authorized sick leave, authorized vacation leave and authorized compensatory time. Employees may choose to receive compensatory time as an alternative to overtime pay. Compensatory time will be taken at a time mutually convenient to the employee and the University. Employees will attempt to provide at least five (5) days' notice of their desire to use compensatory time. Coverage for comp time requests will be posted. If no bargaining unit member signs up to work the additional assignment within twenty-four (24) hours of the assignment, the comp time request will be denied.

*Section 3 – Part-time Communications Center Operators.* The University, in its sole discretion, may employ both full and part-time Communications Center Operators. Regular part-time (benefit-eligible) Communications Center Operators will work between 1,248 and 1,560 hours annually and will regularly be scheduled for a minimum of twenty-four (24) hours per week. Part-time Communications Center Operators should have no expectation of a set schedule. At management's discretion, the hours worked will be used to fill in for employees on leave such as vacation, compensatory leave, worker's compensation, short or long-term illnesses, training and any other events/hours that management needs covered.

*Section 4 – Rest Periods.* It is recognized that the regular scheduling of rest and meal breaks may occasionally be impossible. Communications Center Operators may utilize two (2) fifteen (15) minute break periods per eight hour shift, either taken separately or collectively as approved by their supervisor or the police shift supervisor. Rest or meal

breaks may be eliminated without notice due to emergency situations or critical incidents.

*Section 5 – Trading Time.* An employee shall be permitted to voluntarily trade off-duty time for personal reasons with the approval of the Chief of Police or his or her designee. Traded time shall be in writing on the form provided and shall state the specific time and dates of trades, which shall be within the same pay period and the posted work schedule currently in effect during the request.

Time voluntarily traded shall in no circumstances create or result in overtime status.

## Article 20 – Emergency Closing

*Section 1 – Closings.* When an emergency closing is declared by the President of the University or designee, bargaining unit employees who are scheduled to work will receive their regular compensation for any straight-time hours they are not permitted to work due to such closing. Regular schedules of essential personnel will not be affected by emergency University closings.

*Section 2 – Pay.* Bargaining unit personnel who are required to work when the University is declared officially closed for emergency reasons will receive closure pay for all hours worked in addition to their base hourly rate of pay for each hour worked while the University is closed due to the emergency.

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

## Article 21 – Scheduling

*Section 1 – Guiding Principles.* The University in its sole discretion shall establish the work schedule for its employees consistent with the Article titled "Hours of Work." In all cases, the University's need for effective staffing shall have first priority in scheduling. Shift assignments shall be made based on the operational needs of the department, as determined by the Chief of Police or designee. Once these needs are met, employee preference will be given consideration.

The University strives in all cases to schedule in a fair and equitable manner. When practical, the University will implement minimum scheduling to maximize employee time off. The University reserves the right to limit the amount of scheduled time off per shift.

Except for schedule changes due to:

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

employee schedules shall not be changed without five (5) calendar days notice for a temporary change and thirty (30) days for a non-temporary change. A temporary change is defined as one that lasts less than fourteen (14) days.

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

1. Eligible employees shall submit a written request including their top three shift preferences to the Chief of Police or designee. Requests for shift preference shall be submitted every six months by November 1, and May 1, annually.
2. Shift preference requests shall be determined by seniority once the operational needs of the department, as determined by the Chief of Police or designee, are met. Seniority for this section will be computed by the initial hire date with the Wright State Police Department as long as the employee has remained a Wright State University employee.
3. The work schedule shall be posted by December 1 and June 1. Schedules become effective January 1 and July 1.
4. An employee's failure to request a shift preference in accordance with the time limits outlined in number 1 above shall have his/her schedule determined by the Chief of Police or designee.

## Article 22 – Additional Assignments

*Section 1 – Definitions.*

A. Overtime - time over forty (40) hours in the standard university work week that is either paid at one and one half (1½) times the employee's regular hourly rate or that the employee elects to take as compensatory time off in lieu of overtime pay
B. "Unscheduled additional assignments" - occurs when the university has no prior knowledge of the need for such assignment or when the need for the assignment of work is unexpected, unplanned and requires immediate action to ensure appropriate staffing.
C. "Scheduled additional assignments" - occurs when the university has sufficient prior knowledge of the need for such assignment to allow for timely scheduling

*Section 2 – Unscheduled "Additional Assignments."* Unless otherwise provided for in this agreement, the University in its sole discretion shall determine when there are opportunities for employees to work in addition to their regular schedule. When it becomes necessary to require otherwise unscheduled work, the bargaining unit employee(s) working on the job at the time shall, by seniority, have the opportunity to work the necessary assignment. If no one on-duty accepts the assignment, the bargaining unit employee(s) scheduled to work the following shift shall, by seniority, have the opportunity to work the necessary assignment. If the opportunity to work still exists, the communications center operator(s) currently on break days will, by seniority,

be offered the assignment. If the opportunity still exists, the University will offer the work to the part-time communications center operator. If the opportunity still exists, the University will assign the work to the communications center operator on-duty with the fewest hours worked above what is normally scheduled on the "additional assignment" roster. If there is more than one bargaining unit employee with the fewest hours worked, the person with the least seniority will be assigned.

In no event will an employee be required to work more than sixteen (16) consecutive hours. If an employee is ordered to assignments that result in the employee working two (2) consecutive sixteen (16) hour shifts with an eight (8) hour break between the two (2) sixteen (16) hour shifts, then the university will make efforts to only schedule that employee to work only eight (8) hours in the next twenty-four (24) hour period to allow for an adequate rest period.

Bargaining unit employees who accept an additional assignment following their regular shift shall be granted a fifteen (15) minute rest period between the shift and the additional assignment or as soon as operationally possible. No combination of rest periods may exceed thirty (30) consecutive minutes.

*Section 3 – Scheduled "Additional Assignments."* When it becomes necessary to require work that is not part of the regular schedule, opportunities will be posted as soon as possible among those bargaining unit employees qualified to perform the scheduled work. At the time of posting, the date and time of the posting will be documented on the notice. If, 120 hours prior to the assignment, the assignment is not filled, it will be assigned to the communications center operator with the least amount of assigned/scheduled overtime hours worked on the additional assignment roster. If there is more than one bargaining unit employee with the fewest hours worked, the person with the least seniority will be assigned. If the university has less than 120 hours notice of an opportunity, the opportunity will be posted without undue delay for the maximum time practical in those circumstances.

Scheduled additional assignments not filled within twenty-four (24) hours of the assignment will be filled in accordance with Section 2 of this Article so long as the short notice was not the result of a comp time request with less than 120 hours' notice per Article 21 Section 2.

*Section 4 – Additional Assignment Roster.* Both scheduled and unscheduled additional assignments will be maintained on the same roster. All hours worked, refused, unavailable and total will be included on the rosters, which will be "zeroed out" on January 1 and July 1 of each year.

*Section 5 – Exception to Procedure.* The parties agree that the Employer will not order an employee to work an additional assignment during the time that the employee has scheduled vacation and/or compensatory time off. More specifically, if an employee has

scheduled vacation and/or compensatory time off, the Employer will not order the employee to work any additional assignments from the end of the last regularly scheduled shift before the vacation/compensatory time to the beginning of the next regularly scheduled shift following the vacation/compensatory time.

Examples:

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

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

The employee cannot be ordered to work an additional assignment from 3 p.m. on the 21st to 7 a.m. on the 31st.

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

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

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

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

## Article 23 – Contracting Services

Wright State University and the Union agree that employees' jobs will not be eliminated by reason of a practice of contracting out and that existing employment opportunities of employees will not be unnecessarily reduced by reason of management contracting out work. The University agrees that it is its policy to fully utilize its employees in the performance of work which the employees have historically performed.

## Article 24 – Holiday Observance

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

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

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

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

| | |
|---|---|
| Columbus Day | Martin Luther King Day |
| Presidents Day | |

*Section 2 – Holiday Pay.* In light of the 24/7/365 operation of the Police Department, the University is changing its practice regarding basic holiday pay for Communications Center Operators.

Between the Thanksgiving holiday and Christmas holiday of each year, each employee of the bargaining unit shall receive a separate deposit for all holidays that he or she was available for duty, as defined in this Article, during the previous twelve (12) months. No member shall receive holiday pay for any instances in which they have already received holiday pay. For full-time employees, such deposit shall be for eight (8) hours pay for each holiday that the employee was available for duty. For part-time employees, such deposit shall be for six (6) hours pay for each holiday that the employee was available for duty. Such deposit shall be at the rate of pay that is in effect for the employee on the date the deposit is calculated. No overtime, shift differential or special assignment premium will be applicable.

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

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

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

circumstances can any employee receive holiday premium pay for both the observed and actual holiday.

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

## Article 25 – Vacation

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

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

Employees appointed to work at least 1,045 hours in a twelve (12) month period (more than 50% FTE) earn vacation on a prorated basis of the above schedule.

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

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

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

1. Eligible employees shall submit a written request every six months by November 1 and May 1 annually.
2. Vacation preferences shall be granted by classification seniority once the operational needs of the department, as determined by the Chief of Police, are met.
3. The vacation preferences will be posted on the six-month schedules due out December 1 and June 1 (effective January 1 and July 1 respectively).

Employees who fail to sign the preference posting by November 1 or May 1 may be granted available vacation slots on a first come, first served basis providing vacation requests of three (3) days or less shall be submitted in advance in writing. Vacations of more than three (3) days shall be requested in writing at least fourteen (14) days in advance in writing. Granting of vacation is discretionary and shall not be subject to the arbitration procedure.

## Article 26 – Sick Leave

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

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

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

Sick leave may be granted only with the written approval of the employee's supervisor only for the following reasons. Employees must sign a sick leave request form stating a satisfactory reason for the request. The employer's approval is discretionary but will not be unreasonably denied.

A. Illness or injury of the employee or a member of the employee's immediate family.
B. Death of a member of the employee's immediate family, not to exceed five (5) workdays.
C. Medical, dental or optical examinations of the employee or the employee's immediate family if such examinations cannot be conducted during the employee's off-duty hours. The employee will furnish the employee's supervisor with proof of the need for the examination during working hours.
D. If an employee is afflicted with or exposed to a contagious disease, and the presence of that employee could jeopardize other employees as stated in writing by a physician, that employee shall take sick leave.

If an employee on vacation contracts an illness, has an accident, incurs an injury or experiences a death in the family, which would have warranted a different paid leave had the employee been at work, he or she shall be allowed, upon showing proper documented evidence, to change the absence to the appropriate paid leave rather than use vacation time. [Recommend moving to vacation article]

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

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

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

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

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

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

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

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

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

Consistent use for the purpose of this section shall be defined as more than five (5) occurrences of counted sick leave, excluding physician verified sick leave, FMLA leave or pre-scheduled sick leave in each of the five (5) categories listed above.

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

Physician verified sick leave (as defined below) or approved FMLA leave will not be considered when counting occurrences for this section. Sick leave scheduled in advance will not be counted.

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

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

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

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

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

## Article 27 – Leaves of Absence

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

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

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

*Section 4 – Educational Leave.* Upon written application, an employee may be granted a personal leave of absence at the sole discretion of the University for a duration of up to six (6) months for purposes of education and may be extended by six (6) month increments up to a maximum period of two (2) years. Such leave must be for justifiable reasons and must not adversely affect University operations. If, without the consent of the University, the employee accepts employment elsewhere during the leave of absence, the employee shall be terminated from employment.

*Section 5 – Disability Leave.* Disability leave may be granted for periods of up to six (6) months and may be extended by no more than six (6) month increments up to a maximum period of one (1) year. Disability leave is granted by the University contingent only upon the written statement of the employee's physician and/or the University's physician that the employee is disabled and prevented from performing the normal duties of the position. Disability leave runs concurrently with an employee's sick leave and any FMLA entitlement. The University will continue to pay the University share of the medical, vision, disability and life insurance premiums for not more than one (1) year from the beginning of the leave, provided the employee on disability leave continues to pay the employee portion.

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

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

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

Maternity leave of absence is a disability leave.

*Section 6 – FMLA Set-Off.* If any of the leaves taken under this article are for purposes which can be taken under the FMLA, the employee's time off shall run concurrently with available FMLA leave for the applicable period of time.

Bargaining unit employees, who are placed on FMLA, as determined by the University, shall be notified within the time limits specified by Federal law.

*Section 7 – Return to Work.* If the employee fails to report to work at the expiration of any approved leave, his or her employment shall be terminated. Any activities performed by the employee on approved leave (including sick leave) that are inconsistent with the purpose of the leave shall result in appropriate disciplinary action.

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

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

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

*Section 8 – Unpaid Leave.* Employees whose paid leave balances have been depleted may be granted unpaid leave for emergency situations. When an employee has advance knowledge of the need for unpaid leave, the request for leave must be in writing.

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

*Section 9 – Transitional Duty.* The University will continue its current practice of evaluating a bargaining unit member's ability to work in a transitional assignment where there is an injury. Such evaluations will be made on a case-by-case basis and will be guided by medical information provided to the University.

*Section 10 – Winter Leave.* The University may provide up to four (4) days of Winter Leave (prorated based on an employee's FTE and regular work schedule) in years

when the University plans to severely curtail operations between the Christmas Day holiday and the New Year's Day holiday.

Employees who do not work on these designated days will use the provided bank of Winter Leave and/or vacation time to be paid for any of these days. Employees who are in an unpaid leave status on the regular workday before the period of planned closure will not receive Winter Leave.

Employees who are assigned to work any or all of these days will be given equal time off between the first of the year and June 30th. This time must be taken in full day increments (based on FTE and regular work schedule) and is subject to the same approval process as vacation time.

## Article 28 – Training

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

The Chief of Police or his or her designee may post schools or seminars available that relate to the employee's profession, as practical. The University encourages employees to attend such trainings. The employees may submit a training request form to provide a show of interest in a specific school or seminar posted. Each employee is required to attend sixteen (16) hours of training a year which are essential or beneficial to their position. There is no limit as to the maximum number of trainings that the employee may attend.

The University agrees that it will make a good faith effort to provide a minimum of an eight (8) hour break between the last scheduled hours work and the scheduled start time of mandatory training.

## Article 29 – Benefits

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

The University agrees to notify the Union forty-five (45) days in advance of any changes that may be deemed necessary to that plan during the life of this Agreement. The Union has the right to negotiate over the effects of the proposed plan changes during this period. The Union also has the right to propose an alternate plan.

*Section 2 – Tuition Remission.* Bargaining unit employees shall receive the same tuition remission benefits as those received by other University employees. Employees may be allowed, with pre-approval, to use accumulated vacation or compensatory time to attend

classes during work hours. Although such requests shall not be unreasonably denied, the University and the Union agree that such denials shall not be subject to the arbitration process.

*Section 3 – University Wellness Initiatives.* Bargaining unit employees can join the Wright State University Student Union Fitness Center and shall pay for access to the facilities and classes at the same rates as all other University employees.

## Article 30 – Uniforms

*Section 1 – Eligibility.* The University shall furnish the initial issue uniform to new employees who are required to wear uniforms. Thereafter, at its discretion, the University will replace uniforms on an as needed basis. With input from the affected employee's immediate supervisor, management in its sole discretion will determine when "as-needed" replacement is necessary. Any items determined to need replacement must be turned in to management. Employees on extended leave shall not be entitled to the provisions of this Article until they return to continuous service during which they are actively working.

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

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

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

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

- 5 Shirts: Both Summer and Winter ("polo" style)
- 5 Pants ("khaki slack" style)
- 1 Pair of Shoes ("work boot", "gym shoe" or "flat-dress" style)
- 1 Multi-use Jacket with "zip out" lining
- 1 Belt

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

*Section 4 – Standards of Usage.* Bargaining unit employees who are provided uniforms are required to wear the uniform provided by the University. In addition, employees will be subject to inspection of uniforms at any time while on duty.

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

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

## Article 31 – Wages

*Section 1 – Job Rates.* Effective July 1, 2014, the job rate for Communications Center Operator will be as shown in the table below:

| Classification | Job Rate |
|---|---|
| Communications Center Operator | $18.38 |

For the remainder of the term of this agreement, the job rate shall increase in accordance with the annual increases provided for other non-represented University staff, exempt and non-exempt.

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

*Section 2 – Wage Structure for First Two Years in a Classification.* Employees shall receive, for the first year of employment in a classification, 90% of the job rate for that job. In the second year of employment in a classification, employees shall receive 95% of the job rate for that job. Upon commencement of the third year of employment in a classification, employees shall receive 100% of the job rate for that job.

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

*Section 3 – Shift Differential.* Effective July 1, 2014, shift differential shall be paid at the rate of fifty cents ($0.50) per hour for all hours assigned to work between 3:00 p.m. and 7:00 a.m. Monday through Friday and any hours on Saturday and/or Sunday.

## Article 32 – Other Pay Considerations

*Section 1 – Call-In/Call-Back.* When the University calls an employee in to work on a day the employee is not otherwise scheduled or requires an employee to report back to work after conclusion of the employee's normal work schedule and the call-in/call-back period is not contiguous with the employee's normally scheduled shift, the employee shall receive a minimum of four (4) hours of pay at the employee's regular hourly rate.

Employees who are contacted at home by a supervisor or designee and are required to leave their residence to perform University business shall receive call-in/call-back pay.

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

## Article 33 – Special Assignments

*Section 1 – Special Assignment Premium.* Management at its discretion may assign a bargaining unit employee to serve as a training officer for new employees for all or part of his or her particular shift. The bargaining unit employee will perform the duties of that special assignment for that period and will be compensated an additional $0.75 per hour for all time assigned and acting in that role. Additional assignments may be eligible for this additional compensation as determined by the Chief of Police. In situations where a bargaining unit employee is performing more than one special assignment, only one premium will apply for those hours.

## Article 34 – Legal Defense

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

## Article 35 – Duration

*Section 1 – Effective Dates.* This Agreement shall be effective from July 1, 2014, until and including June 30, 2017.

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

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

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

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

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

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

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

## Signatures

This agreement is approved and signed by:

*Wright State University*

Emily Hannman — Date: 5-14-15
Employee and Labor Relations Manager

Latricia Milhouse — Date: 5-26-15
Employee and Labor Relations Specialist

David Finnie — Date: 6-3-15
Chief of Police

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

Mark Scranton — Date: 05-20-15
Staff Representative

Earl Thompson — Date: 5-26-15
Communications Center Operator

Whitney White — Date: 5-30-15
Communications Center Operator

## Memorandum of Understanding

*Agreement for Reimbursement of Employee-Requested Training Expenses*

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

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

NOW, THEREFORE, it is hereby agreed as follows:

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

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

sums owing pursuant to this Agreement incurred by Wright State University, shall be paid by the employee.

Dated the _____ day of _____, 20___.

| | |
|---|---|
| Applicant's Printed Name | Witness |
| Applicant's Signature | Witness |

Accepted and Agreed

Wright State University

| | |
|---|---|
| Emily Hamman<br>Employee and Labor Relations Manager | 5-19-15<br>Date |

Fraternal Order of Police/Ohio Labor Council, Inc.

| | |
|---|---|
| Mark Solanton<br>Staff Representative | 05-20-15<br>Date |

Job Rates Effective July 1, 2015

| Job Title | Grade | 0-1 Years of Employment with WSU | 1-2 Years of Employment with WSU | 2+ Years of Employment with WSU |
|---|---|---|---|---|
| Communications Center Operator | COMO | $16.96 | $17.90 | $18.84 |

Prepared by Emily Hamman

6/15/2015