



# Collective Bargaining Agreement

Shawnee State University &  
Fraternal Order of Police, Ohio Labor Council, Inc.

Effective July 1, 2024 — June 30, 2027



# TABLE OF CONTENTS

ARTICLE 1: INTRODUCTION..... 5

ARTICLE 2: RECOGNITION ..... 6

ARTICLE 3: NON-DISCRIMINATION ..... 6

ARTICLE 4: APPLICATION OF OHIO REVISED AND ADMINISTRATIVE CODES ..... 7

ARTICLE 5: MANAGEMENT RIGHTS..... 7

ARTICLE 6: UNION SECURITY ..... 8

ARTICLE 7: UNION BUSINESS ..... 9

ARTICLE 8: PROTECTION OF THE BARGAINING UNIT ..... 11

ARTICLE 9: CONTRACTING FOR SERVICES..... 12

ARTICLE 10: NO STRIKE/NO LOCKOUT ..... 12

ARTICLE 11: LABOR MANAGEMENT CONFERENCES ..... 13

ARTICLE 12: SAFETY AND WORK RULES..... 14

ARTICLE 13: APPOINTMENTS, PROBATION, AND PERFORMANCE EVALUATIONS..... 15

ARTICLE 14: SENIORITY ..... 17

ARTICLE 15: LAYOFF AND RECALL ..... 18

ARTICLE 16: GRIEVANCE PROCEDURE..... 18

ARTICLE 17: HOLIDAYS, VACATION, AND LEAVES OF ABSENCE ..... 22

ARTICLE 18: INSURANCE..... 30

ARTICLE 19: REDUCTION IN FORCE..... 30

ARTICLE 20: DISCIPLINE ..... 32

ARTICLE 21: RETIREMENT ..... 33

ARTICLE 22: NEGOTIATION..... 34

ARTICLE 23: PERSONNEL FILES, JOB CLASSIFICATIONS, AND UNIVERSITY FEES..... 35

ARTICLE 24: FURLOUGHS ..... 36

ARTICLE 25: GENERAL PROVISIONS ..... 36

ARTICLE 26: HOURS OF WORK AND OVERTIME..... 37

ARTICLE 27: UNIFORMS..... 40

ARTICLE 28: WAGES..... 41

ARTICLE 29: COPIES OF CONTRACT ..... 42

ARTICLE 30: SEVERABILITY..... 42

ARTICLE 31: DURATION..... 42

## GLOSSARY OF TERMS

Except as otherwise specified in the text, when used in this Agreement, the following terms shall have the meanings set forth below.

**1. Active Pay Status**

Employees are considered to be in “active pay status” when actually performing work activities, or when using accrued sick leave and/or vacation or comp time.

**2. Business Day**

Monday through Friday, excluding weekends, holidays, or any University closure.

**3. Calendar Day**

Any day of the week, Sunday through Saturday.

**4. Calendar Year**

A period of 365 consecutive days, commencing January 1 to which period one additional day shall be added when such year includes February 29.

**5. Contract Year**

Begins on July 1 of the current year and ends on June 30 of the succeeding year.

**6. Department**

Shawnee State University’s Department of Public Safety.

**7. Employee**

An individual employed by the University who is included in the bargaining unit encompassed by the Agreement. Only such individuals are covered by the Agreement. This definition excludes those who are considered seasonal, casual, intermittent, or temporary.

**8. Employment Year**

A period of 365 consecutive calendar days commencing on the date the employee reports for work in a bargaining unit position, and to which period one additional day shall be added when the subject Employment Year includes February 29.

**9. Fiscal Year**

Begins on July 1 of the current year and ends on June 30 of the succeeding year.

**10. Full-time Employee**

An employee who has completed his/her probationary period who is regularly scheduled to work forty (40) or more hours per work week in active pay status.

**11. Job Classification**

The title of the employee job as shown on such employee’s job description.

**12. Leave of Absence**

A paid or unpaid leave approved by the University for a specified period of time and in

accordance with the provisions for the leave type (see Article 17, Holidays, Vacation, and Leaves of Absence).

**13. Local Union Official**

The individual employed by the University who holds the highest-ranking elected FOP Office limited to one of the following: Local Union President, Local Union Vice President, Local Union Secretary/Treasurer, or Executive Officer.

**14. Regular Part-time Employee**

An employee who has completed his/her probationary period who is regularly scheduled to work less than forty (40) hours per workweek.

**15. Regular Rate of Pay**

The rate of pay of an employee as stated in Article 28 of this Agreement.

**16. Supervisor**

Any individual who has authority, in the interest of the public employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other public employees; to responsibly direct them; to adjust their grievances; or to effectively recommend such action, if the exercise of that authority is not of a merely routine or clerical nature but requires the use of independent judgment.

**17. Temporary or Intermittent Employee**

An individual employed by the University whose regularly scheduled work week hours or whose months per Employment Year fail to meet the relevant minimum standard for classification as a “regular part-time” or “full-time” employee.

## ARTICLE 1: INTRODUCTION

Shawnee State University (hereinafter referred to as “University”) and Fraternal Order of Police, Ohio Labor Council, Inc. (hereinafter referred to as “Union”) having engaged in discussions and presentations of positions for the purpose of establishing harmonious employment relationships, have as a result agreed on certain principles (hereinafter “Contract”) as stated as follows:

- 1.1 The Union agrees that the principle of productivity is essential for the continuation of employment, fair wages and benefits, and good working conditions for bargaining unit employees and therefore agrees that the Union and all bargaining unit employees it represents will provide a productive, full day’s work and will strive for and encourage the elimination of absenteeism, tardiness and other practices which curtail productivity.
- 1.2 It is recognized that the University is a public trust operated for the benefit of students for their education. It is recognized that our mission is to prepare today’s students to succeed in tomorrow’s world. Our enduring values include student focused service. We place students at the center of everything we do and every decision we make.
- 1.3 It is recognized that it is in the best interest of all parties to promote effective relations between the University and the Union.
- 1.4 It is agreed that the organization and operations of the University differ from that in the private sector and that the University-Union relationship and the conventional Management-Union relationship in private industry have some differences and some similarities.
- 1.5 It is the intent and purpose of the parties to set forth herein their Contract covering wages, hours, terms and other conditions of employment; to provide Union members in the bargaining unit with dues check-off; and to provide for a prompt and fair process for the settlement of grievances.
- 1.6 The University will continue to discuss matters with the Union toward the end of amicably settling mutual problems through this Contract and the Grievance Procedure which is a part thereof.
- 1.7 It is understood that those topics specified as non-negotiable under Chapter 4117 of the Ohio Revised Code are excluded from this Contract. The provisions of this Contract take precedence over the statutory provisions of Chapter 124 of the Ohio Revised Code for employees covered under this Contract in accordance with Chapter 4117 of the Ohio Revised Code, except as specifically stated otherwise in this Contract.
- 1.8 The University recognizes and acknowledges that the Shawnee State University Department of Public Safety (DPS) is a full-service police department established pursuant to Ohio Revised Code §3345.04. Further, it is recognized and acknowledged that DPS, as the primary provider of police services to the main campus of Shawnee State University, shall adopt the principles of progressive policing to ensure police services are provided in the most professional manner. The University recognizes that the Shawnee

State University Department of Public Safety is the primary provider of security services to the University.

## **ARTICLE 2: RECOGNITION**

### **2.1 CERTIFICATION**

The University recognizes the Union as the sole and exclusive bargaining agent of employees in the bargaining unit certified by the State Employment Relations Board on August 3, 2023.

#### **A. INCLUDED**

For purposes of the Agreement, the Bargaining Unit is comprised of all full-time classified operating personnel at the Shawnee State University Portsmouth, Ohio campus in the classification of Police Officer, Security Officer, and Security Sergeant.

#### **B. EXCLUDED**

Excluded from the Bargaining Unit are all other employees except as mutually agreed upon by the University and the union or dictated by the State Employment Relations Board.

## **ARTICLE 3: NON-DISCRIMINATION**

### **3.1 EQUAL OPPORTUNITY**

- A.** Neither the University nor the Local Union shall discriminate against any employee covered by this Agreement in a manner that would violate University Policy 5.01, “Non-Discrimination / Sexual Harassment.”
- B.** Shawnee State University is committed to having an educational and working environment that provides an equal opportunity for students and employees and that is without unlawful or prohibited discrimination and harassment. This policy serves to ensure that there are University structures and processes in place that promote equal education opportunity for students and equal employment opportunities for all employees and prohibit discrimination against any individual because of race, color, genetic information, religion, age (40 years or older), disability, national origin, ancestry, sex, status as a parent during pregnancy and immediately after the birth of a child, status as a parent of a young child, status as a foster parent, sexual orientation, gender identity or expression, or veteran status or military status.

### **3.2 NO RETALIATION**

- A. Neither the University nor the Local Union shall interfere with the right of employees covered by this Agreement to become or not become members of the Union, and there shall be no discrimination against any such employees because of lawful Union membership or non-membership activity or status.

## **ARTICLE 4: APPLICATION OF OHIO REVISED AND ADMINISTRATIVE CODES**

- 4.1 Chapter 124, Ohio Revised Code, and attendant Department of Administrative Services rules are not applicable to employees covered by this Contract except as provided by Chapter 4117 of the Ohio Revised Code.

## **ARTICLE 5: MANAGEMENT RIGHTS**

### **5.1 RIGHT TO MANAGE**

The University reserves and retains the right to manage its operations and facilities and to direct the work force. The right to manage includes, but is not limited to, the authority 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 functions and programs of the University, standards of service, its overall budget, utilization of technology, and organizational structure;
- B. Direct, supervise, evaluate, and hire employees;
- C. Discipline, demote, suspend, or discharge with just cause, or lay off, transfer, assign, reassign, schedule, promote, or retain employees and to determine staffing policies and in all other respects to plan, administer, and govern its personnel;
- D. Determine the adequacy of the work force, including the creation of new positions and the deletion of existing positions, and set standards for productivity;
- E. Maintain and improve the efficiency and effectiveness of operations;
- F. Determine the overall methods, processes, means, or personnel by which University operations are to be conducted;
- G. Effectively manage the work force which includes such issues as: the expansion, reduction, changing, combining, transferring, assigning, or ceasing of a job, department, operation, or service;

- H. Take actions to carry out the mission of the University including: planning, managing, evaluating, administering, governing, controlling, and directing its operations;
- I. Determine all methods, procedures and operations to be utilized and to continue, discontinue, or modify any existing or future administrative practices or procedures.

**5.2 RIGHTS, POWERS, AND AUTHORITY**

Any of the rights, powers and authority enjoyed by the University, prior to the State Employment Relations Board’s certification of Fraternal Order of Police as the exclusive bargaining representative for the bargaining unit, are retained; provided, however, that management’s rights shall not be exercised in a manner violative of any express provision of this Agreement.

The University reserves the right to implement and/or modify relevant policies and procedures as required by changes in law applicable to the University.

The University’s failure to exercise any of its rights or its failure to exercise such rights in a particular way shall not be considered a waiver of such rights.

The University’s exercise of exclusive rights pursuant to this Section shall not be subject to prior negotiations with the Local Union. The University agrees to bargain the effects of management’s exercise of any of those rights regarding wages, and terms and conditions of employment.

Nothing herein shall be construed as a waiver of the Union’s right to utilize the grievance procedure for any violation of any such provision of this Agreement.

**ARTICLE 6: UNION SECURITY**

**6.1 DUES DEDUCTION**

The University will deduct regular bi-weekly Union dues and the initiation fee for any regular employee in the bargaining unit in the amount established by the Union upon receipt of an individual written authorization card timely executed by the employee for that purpose and bearing their signature.

Deductions will be made based on cards submitted at least fourteen (14) calendar days prior to the date upon which dues deductions are made.

**6.2 NOTICE TO THE UNIVERSITY**

The Union shall notify the University of its dues amounts as often as necessary so that the



University has the most current information, but no less than once each year.

### **6.3 TRANSMISSION TO THE UNION**

Total Union dues are payable to the Union. Such deductions and an alphabetical list of names of all employees whose dues have been deducted shall be transmitted to the Union once monthly. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

### **6.4 RELIEF FROM MAKING DEDUCTION**

The Employer shall be relieved from making deductions as provided for in this article upon termination of employment, transfer to a job other than one covered by the bargaining unit, layoff from work, unpaid approved leave of absence, or revocation of the check-off authorization.

The Employer shall not be obligated to make dues, fees, or assessment deductions of any kind from any employees who, during any dues month involved, shall have failed to receive sufficient wages to equal the deductions.

### **6.5 INDEMNIFICATION**

The Union agrees that it will indemnify and save the University harmless from any action commenced by an employee against the University arising as a result of the deductions made under this Article.

## **ARTICLE 7: UNION BUSINESS**

### **7.1 PRESENTATION TO NEW EMPLOYEES**

The University will provide the Union advance notice of orientation meetings scheduled for new DPS employees by the Department. A union designee shall have the right to attend the orientation session and shall be permitted to make a presentation to employees at the conclusion of the meeting. In the event the Union designee is unable to attend the orientation session, he/she may designate another Union Officer to attend in his/her place, who shall be permitted to attend the meeting without pay.

### **7.2 BULLETIN BOARD**

The University will provide one (1) bulletin board for use by the Union, to be located in the Shawnee State University Department of Public Safety.

It is understood and agreed that the notices will be posted on the board only by authorized representatives who shall also be responsible for removal of notices and maintaining the appearance of the bulletin board. It is further understood and agreed that the bulletin

board shall not be used for political or campaign purposes or for the posting of any material which may be offensive to the University or any employees of the University. Violations of any of these provisions will result in the University withdrawing the privilege of the use of the bulletin board by the Union.

### **7.3 BALLOT BOX**

The Union shall be permitted to place a ballot box at the University Police Department for the purpose of collecting union members' ballots on all Union issues subject to ballot. The box shall be the property of the Union and neither the ballot box nor the ballots shall be subject to the University's review.

### **7.4 BARGAINING UNIT MEETINGS**

The Union will be permitted to hold a bargaining unit meeting quarterly two (2) weeks prior to a Labor/Management meeting. The meeting can be held on the University's premises. The meeting will last no longer than one (1) hour. In the event the Union officer designated to chair the meeting is on duty he/she shall be released from duty to attend the meeting up to a maximum of one (1) hour.

### **7.5 USE OF DEPARTMENTAL EQUIPMENT**

Union officers and grievance representatives may use the intradepartmental mail system, departmental telephone, computers, and the University's email, etc. to process grievances and other bargaining unit items. This activity shall be during off duty hours unless it is consistent with the release time provisions of this article. The Union acknowledges that there is no expectation of confidentiality when using the University's systems or property.

### **7.6 F.O.P. LODGE MEETING ATTENDANCE**

Elected FOP Lodge #33 officers will be permitted to attend the monthly Lodge meeting during their duty hours with their supervisor's approval and with the understanding that they will respond to calls for service. The officers will be required to return to duty in one (1) hour.

### **7.7 REPRESENTATIVES**

There shall be three (3) grievance representatives, including the Chairperson, who will be members of the department. The Chairperson shall be responsible for investigating and presenting grievances to the University as set forth below. In the Chairperson's absence or under special circumstances, the Chairperson may designate one of the other two grievance representatives to investigate and present grievances, provided the University is notified in advance.

### **7.8 GRIEVANCE CHAIRPERSON**

The Grievance Chairperson or his/her designee, during his/her normal working hours,

without loss of time or pay, may on his/her own shift, in accordance with the terms of this section, investigate and present grievances to the University, upon having received prior permission from his/her immediate supervisor to do so. Permission will not be unreasonably withheld. The privilege of the Grievance Chairperson or his/her designee leaving his/her work during normal working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused. The Grievance Chairperson or his/her designee will perform his/her regularly assigned work at all times, except when necessary to leave his/her work to handle grievances as provided herein. Any alleged abuse by either party will be a proper subject for a special conference. An employee will not be paid at any time that he/she is present during the processing of a grievance if that time falls outside his/her scheduled working hours.

## **7.9 INFORMATION TO BE FURNISHED**

The Union shall furnish the Chief of Police and the University with a written notification of its authorized representatives and members of its Grievance Committees and shall promptly notify the University and the Chief of Police in writing of any changes therein.

# **ARTICLE 8: PROTECTION OF THE BARGAINING UNIT**

## **8.1 CONTRACT EMPLOYEES**

The University agrees that vacancies in the Police Officer classification will not be filled by contract employees. However, this in no way limits the right of the University to enter into and utilize mutual assistance agreements with other entities.

For purposes of this Agreement, a job vacancy exists when a Police Officer retires, quits, transfers, or otherwise separates his/her employment and the University decides to fill such vacancy.

Contract employees will not assume the duties of bargaining unit employees in such a way as to cause the displacement or layoff of such employee as a direct result thereof.

## **8.2 SUPERVISORS**

Supervisors (as defined in Ohio Revised Code 4117.01(F)) may perform bargaining unit work so long as it does not result in the displacement or layoff of a bargaining unit employee as a direct result thereof.

## **8.3 DISPLACEMENT**

The term "displace" as used in this Article means the removal of a bargaining unit Employee from a regularly scheduled shift and replacement with a supervisor or contract employee.

## **ARTICLE 9: CONTRACTING FOR SERVICES**

**9.1** The parties recognize that the University may contract out or subcontract work, provided that no employee is laid off or takes a reduction in pay as a direct result thereof.

If SSUDPS is permanently shut down, the University shall give the Union as much advance notice as possible. Upon the request of either party, the parties shall meet to discuss the effects of the permanent shutdown. The parties will make every good faith effort to place the employees elsewhere within the University.

## **ARTICLE 10: NO STRIKE/NO LOCKOUT**

### **10.1 NO STRIKE AND NO LOCKOUT**

The parties agree that there are no circumstances or exceptions warranting a strike or lockout. During the term of this Agreement or any renewal thereof and during the negotiation period of any successor agreement prior to impasse, the University and its management employees shall not lock out and the Union and members of the Bargaining Unit shall not engage in any strike (including any work stoppage, slow-down, picketing, sick-out, boycott, stay-home, sit-down, sympathy strike, refusal to cross picket lines, or any other form of restriction of production).

Any violation shall subject any participant to immediate discharge.

### **10.2 USE OF THE GRIEVANCE PROCEDURE**

The parties agree that the grievance procedure of this Contract provides a mutually acceptable means for orderly settlement of all disputes that may arise, and that each party will cooperate with the other to implement arbitration as set forth in the Grievance Article of this Contract.

### **10.3 UNION RESPONSIBILITY**

Should any strike (as defined above) occur, the Union shall immediately:

- A.** Instruct and give written notice to all bargaining unit employees directing them not to participate in such action and to return to work immediately. The University will, upon request, provide current addresses of bargaining unit employees.
- B.** Publicly disavow such action by the employees or other persons involved.
- C.** Advise the University in writing that such action has not been caused or sanctioned by the Union and advise the University of the actions it has taken to

end the strike activity.

- D. In addition, the Union, after its determination that an illegal strike exists, will not oppose the issuance by the Scioto County Common Pleas Court of an injunction providing appropriate relief under Ohio Law.

## **ARTICLE 11: LABOR MANAGEMENT CONFERENCES**

### **11.1 LABOR MANAGEMENT CONFERENCE**

In the interest of sound Labor Management relations, the University and the Union will meet for a Labor Management Conference at the request of either party to discuss matters of mutual concern. Agenda items will be submitted by either party to the other at least seventy-two (72) hours in advance of such Labor Management Conference. Only those items submitted timely and put on the agenda will be addressed at the Labor Management Conference unless the parties mutually agree otherwise. A reasonable meeting place shall be designated by the University's Labor Officer.

### **11.2 PURPOSE OF THE CONFERENCE**

The purpose of such meetings shall be to:

- A. Discuss the administration of this Contract.
- B. Notify the Union of changes made or contemplated by the University which may affect the bargaining unit members of the Union.
- C. Disseminate general information of interest to the parties.
- D. Give the Union and University the opportunity to exchange the views of Union members and the University.
- E. Inform the Union of changes in the status of employees on the seniority list.
- F. Inform the Union of the status of dues check-off whereby dues are no longer currently being deducted (to include: retired, deceased, leave of absence, revocation, and layoff).
- G. Discuss health and safety issues.

### **11.3 ATTENDANCE AT THE CONFERENCE**

Not more than two (2) representatives of the University and not more than two (2) Union representatives plus one (1) FOP/OLC Staff Representative may attend the meeting. Upon mutual agreement either party, after notice to the other, may bring other individuals

to the meeting.

Union representatives who attend the Conference shall not lose time or pay for time spent at the Conference. The Union representatives may be permitted to flex their hours to attend the Conference if the Conference falls outside their normal work hours. Permission to flex will be based upon meeting the operational needs of the Department.

#### **11.4 UNIVERSITY RESPONSIBILITY**

The University agrees to provide the Union with written responses to topics of concern raised by the members of the bargaining unit. They will advise whether or not action was taken and if so, what that action was.

## **ARTICLE 12: SAFETY AND WORK RULES**

### **12.1 EQUIPMENT**

The Department will make an effort to maintain all departmental equipment in a safe condition. Reports of unsafe equipment shall be presented to the immediate supervisor. The supervisor will make a determination as to whether the equipment can safely perform the function for which it was intended. No bargaining unit member will be required to exercise their duties with equipment that the supervisor has determined to be unsafe. The University agrees to meet immediately with the employee and the Union over issues involving safety. Should no agreement be reached on a safety issue, the Union and University will jointly request the assistance of Federal Mediation and Conciliation Service to mediate the issue. The cost of the mediation will be split evenly between the University and the Union. The parties will not arbitrarily or capriciously disregard the mediator's recommendations.

### **12.2 WORK RULES**

The University agrees, to the extent possible, that work rules shall be reduced to writing and provided to and explained to all members in advance of their enforcement. Any charge by a member that a work rule or a department policy is in violation of this Contract is grievable. The University shall provide the Union with copies of any revised or new work rules or departmental policies in advance of their intended effective dates. Prior to filing a grievance on a work rule or policy, the Union must first bring the issue to a Labor Management Conference for joint discussion. This will be done only by signing a mutual timeline extension to the grievance procedure in this Contract.

### **12.3 RECORDINGS**

Surreptitious individual audio recordings between bargaining-unit members and other University personnel will not be performed without providing prior notice to the involved parties unless pursuant to a criminal investigation.

This provision is not applicable when officers are using the Department's recorded telephone lines. It is widely accepted that police department telephones are recorded lines and the accessibility of their records addressed in Public Records law.

## **ARTICLE 13: APPOINTMENTS, PROBATION, AND PERFORMANCE EVALUATIONS**

### **13.1 PROBATIONARY EMPLOYEE**

Probationary employees are provided hourly wages and health insurance benefits as enumerated in the Collective Bargaining Agreement. However, the probationary employee will be excluded from all other benefits, unless the probationary employee is specifically included in the contract language.

#### **A. PROBATIONARY PERIOD**

Officers shall serve a probationary period of one (1) year from the date of completion of basic training. No appointment is final until the employee has satisfactorily completed his/her probationary period. Employment on a temporary or casual basis shall not count toward the completion of any probationary period. If the service of the probationary employee is unsatisfactory, he/she may be removed at any time. Such probationary removal shall not be subject to the grievance procedure.

For officers who are certified prior to appointment by the University, the probationary period will be one (1) year from the date of appointment excluding any time spent on additional training as required by the Police Officer Training Corps.

A probationary employee who for any reason misses a cumulative total of more than ten (10) regularly scheduled workdays shall have their probation extended by the number of regularly scheduled workdays they miss beyond ten (10).

Employees who return to the rank of Police Officer from a higher rank voluntarily, with the approval of the Chief and not related to or associated with adverse job performance and/or disciplinary employment action shall not be required to serve the probationary period detailed in this Article.

### **13.2 PERFORMANCE EVALUATIONS**

Performance evaluations shall be conducted at least twice prior to the end of the probationary period (during the sixth and eleventh month) and once a year thereafter. Special performance evaluations may be conducted at any time to apprise employees of unsatisfactory work performance and are not subject to the grievance procedure.

Performance reviews shall be conducted by supervisors quarterly and reviewed by the Chief of Police or designee upon request of the bargaining-unit member. Evaluations and performance reviews are not subject to the grievance procedure. Disciplinary actions taken as a result of a performance evaluation or performance review may be subject to the grievance procedure.

### **13.3 RETURN TO THE BARGAINING UNIT**

#### **A. RETURN AFTER EMPLOYMENT OUTSIDE THE BARGAINING UNIT**

Police Officers who have satisfactorily completed their probationary period and who accept employment outside the bargaining unit may, provided their prior performance as a Police Officer was satisfactory, return to a Police Officer vacancy, if they have had satisfactory performance in their new job and under the following circumstances:

1. Within 180 calendar days at the employee's election, only with management's approval;
2. Employees returning under 1 above will retain their University, departmental, and classification seniority;
3. From 181 calendar days to one year, only with management approval and the successful completion of entrance level testing and any required training. These employees will retain their University and departmental seniority.

#### **B. AFTER PROMOTION WITHIN SSUDPS**

Police Officers promoted within SSUDPS may, at management's discretion, be returned to their former bargaining unit position at any time during their promotional probationary period. This demotion is not subject to the grievance procedure and the affected employee will retain all University, departmental, and classification seniority. Employees having successfully completed the promotional probationary period may elect to return to a Police Officer vacancy only with management approval. These employees will retain University and departmental seniority.

### **13.4 POSTING OF NON-BARGAINING UNIT POSITION**

When a non-bargaining unit position becomes available in the Department because of retirement, resignation, transfer, separation or the creation of an additional position and the University decides to fill such vacancy, the vacancy and minimum qualifications established solely by the University, including any required testing, will be posted.



## **ARTICLE 14: SENIORITY**

### **14.1 SENIORITY DEFINITIONS**

#### **A. CLASSIFICATION SENIORITY**

Defined as the employee's length of continuous service in his/her current classification. For purposes of this agreement classification shall be determined by job title (Security Officer and Police Officer are different classifications). The numbers used in the wage section of this agreement indicate educational level for purposes of pay rate only, not classification.

#### **B. DEPARTMENTAL SENIORITY**

Defined as the employee's length of continuous service since the date of his/her most recent hire at SSUDPS.

#### **C. UNIVERSITY SENIORITY**

Defined as the employee's length of continuous service with the University from his/her most recent date of hire with the University.

### **14.2 TERMINATION OF SENIORITY**

An employee's seniority shall terminate:

- A.** If the employee resigns
- B.** If the employee retires
- C.** If the employee is discharged
- D.** If the employee is laid off for a period of more than twenty-four (24) consecutive months
- E.** If the employee who has completed his/her probationary period fails to report to work as scheduled after any authorized absence or layoff, in which case s/he may be terminated effective on the 4th calendar day following the scheduled return to work date.

### **14.3 SENIORITY LIST TO BE PROVIDED**

The University will provide the Union with one (1) copy of the seniority list on January 1 and July 1 of each year showing the seniority of each employee in the bargaining unit by Classification Seniority, Departmental Seniority, and University Seniority. Any employee shall have ten (10) working days after the list is prepared and posted in the department to question his/her position on that list. If no question is received within the time period, the

list shall be deemed accurate for the remainder of the posting period. If a question is received, the list will be reviewed and revised as appropriate. If two (2) or more employees have the same Classification or Departmental Seniority date, their names shall be listed according to University Seniority. If the University Seniority is the same, the names shall be listed alphabetically.

## **ARTICLE 15: LAYOFF AND RECALL**

### **15.1 UNIVERSITY TO DETERMINE LAYOFFS**

The University will continue its efforts to avoid layoffs. However, the University and the Union recognize that due to lack of funds or lack of work, temporary and permanent layoffs may be required to effectively and efficiently operate the University.

### **15.2 ORDER OF LAYOFFS**

Bargaining unit employees shall be laid off and recalled on the basis of available work and funds. Layoff shall be in inverse order of departmental seniority and recall shall be in order of departmental seniority. An employee who is recalled shall not serve a probationary period upon recall except when the employee was a probationary employee when laid off, in which case the probationary period shall begin anew. All employees recalled must successfully complete any additional required training to maintain their certification. Any employee recalled after eighteen (18) months must also complete entrance-level testing.

## **ARTICLE 16: GRIEVANCE PROCEDURE**

### **16.1 DEFINITION**

A grievance is a claim that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement, while such Agreement is in effect. A grievance filed pursuant to this procedure shall be the sole and exclusive method for resolving disputes arising from an alleged violation, misinterpretation, or misapplication of this Agreement.

### **16.2 ACCESS**

A grievance may be filed by the Local Union or an employee. The grievance procedure shall be used in good faith.

### **16.3 REPRESENTATION**

No grievant may be represented by any union other than the FOP. A member of the bargaining unit may choose to have a union representative represent him/her beginning with Level I of the grievance procedure. If a bargaining unit member brings any grievance to the University's attention beginning at Level I without first having notified

the steward or other union official, the University representative to whom such grievance is brought shall not discuss the matter until the union has been notified and given an opportunity to be present in such discussion.

Grievances filed on behalf of probationary employees shall not move beyond Level II of the grievance procedure.

#### **16.4 WITHDRAWAL**

A grievance may be withdrawn at any level.

#### **16.5 WRITTEN GRIEVANCES**

All grievances presented at any level shall be in writing and shall include the Article and Section of the Agreement allegedly violated, misinterpreted, or misapplied, and the relief sought.

#### **16.6 FAILURE TO ADVANCE**

Any grievance not advanced to the next level by the grievant or union representative within the time limits provided shall be deemed withdrawn.

#### **16.7 FAILURE TO ANSWER**

Any grievance not answered by the University within the time limits in that level will automatically move to the next level with appropriate notification to the University.

#### **16.8 LACK OF AUTHORITY**

All grievances will normally be filed at Level I. Prior to filing a grievance and when mutually agreed in writing between the Chief Operating Officer and Labor Officer, a grievance may be filed at a more appropriate level considering the nature of the grievance.

#### **16.9 TIME LIMITS EXTENDED**

The time limits set forth in grievance Levels I through III may be extended by mutual written agreement.

#### **16.10 INFORMAL DISCUSSION**

While the parties are permitted and encouraged to resolve any potential grievance by informal discussion between and among employees and supervisors, there is no requirement to do so and such attempts will not constitute the initiation of a grievance under this Section.

#### **16.11 GRIEVANCE PROCEDURE – LEVELS**

**A. LEVEL I: CHIEF OF POLICE**

1. A grievance shall be filed with the Chief of Police, with a copy to the Labor Officer, within ten (10) working days after the employee knows or reasonably should have known of the grounds for the alleged grievance. Such grievance shall be in writing and shall include: date of occurrence, a specific statement of the nature of the grievance, provisions of this Agreement allegedly violated and the specific violative actions, misinterpretations, or misapplications, and the relief sought. Evidence of the violation must be included with the grievance documentation, when available.
2. The Chief and Labor Officer will hold a meeting with the Union within five (5) working days following submission of the completed grievance form at which time an attempt will be made to resolve the grievance. The grievant and union steward may be present at such meeting. In no event shall either party have more representatives than the other party in such meeting, except by mutual agreement.
3. Within five (5) working days after the first level meeting, the Labor Officer will provide an answer to the grievance in writing on the grievance form and return copies to both the grievant and the appropriate union officials.
4. If the grievant or the union official is not satisfied with the Level I answer, the Union may appeal said answer in writing on the grievance form within seven (7) working days of receipt of the Level I answer. The appeal shall be made to the Chief Operating Officer.

**B. LEVEL II: CHIEF OPERATING OFFICER**

1. No later than fifteen (15) working days after receipt of the appeal, the Chief Operating Officer will answer the grievance in writing. During this time, the Chief Operating Officer and Labor Officer may meet with the Union to discuss the issue and attempt to resolve the grievance.

**C. OPTIONAL PRE-ARBITRATION CONFERENCE**

1. If the grievance is denied at Level II, within seven (7) working days of the issuance of the Chief Operating Officer's written decision, the grievant or union may request in writing a pre-arbitration settlement meeting. Such a request must be made by email or other writing to the Labor Officer. If such a request is made, the Labor Officer, after consultation with appropriate administrators, will respond to the Union within five (5) working days whether the administration is agreeable to a pre-arbitration settlement meeting or not.

2. All deadlines under Level III, below, will be stayed if a timely request for a pre-arbitration conference is made. If no timely request is made under this section, the deadlines under Level III, below, will apply.
3. If the parties mutually agree to a pre-arbitration settlement meeting, the Labor Officer will schedule the meeting at a time that is convenient for all participants (within 30 days without a mutually agreed extension). Participants in the meeting may include the grievant, the FOP Local President, the ranking Unit official, the Labor Officer, the University's General Counsel, and a supervisor or administrator of the University's choosing. Any resolution of the grievance at the pre-arbitration meeting shall be reduced to writing and include a stipulation that the union will not take the matter to arbitration.
4. If a pre-arbitration settlement meeting takes place and the parties are unable to resolve the grievance by the conclusion of the meeting, the union may make a demand for arbitration within seven (7) working days after the conclusion of the meeting. If such a demand is made, the provisions of Level III, below, shall apply.

#### D. LEVEL III: ARBITRATION

1. If the Union is not satisfied with the Level II answer and intends to demand arbitration, that demand must be made in writing to the Chief Operating Officer and Labor Officer within seven (7) working days of the issuance of the Level II answer. The Union will also file appropriate items with the Federal Mediation and Conciliation Service (FMCS) within this timeframe. Upon selection of the arbitrator, he/she shall conduct a hearing on the grievance in accordance with FMCS rules. The arbitrator's decision/award shall be in writing and a copy sent to all parties within sixty (60) calendar days after the hearing. The decision of the arbitrator shall be final and binding on the University, the Union, and the grievant.
2. The arbitrator shall have jurisdiction over those disputes arising out of grievances defined in this Article. The arbitrator shall not have authority to add to, subtract from, modify, change, or alter any of the provisions of the Agreement. The arbitrator's remedial authority shall not extend to damages allegedly incurred prior to the effective date of this Agreement.
3. Each party will pay its cost for preparing and presenting its case to the arbitrator. Expenses of the arbitrator shall be paid by the party who does not prevail; if the decision is split between the positions of the parties, the parties will share equally.
4. The University and Union agree that all job and personnel actions that might otherwise fall under the jurisdiction of the State Personnel Board of Review (SPBR) shall be subject to the grievance procedure in this

Agreement including the provision for final and binding arbitration. It is the parties' intention that the SPBR does not have jurisdiction over any terms and conditions of employment pertaining to members of the union.

## **ARTICLE 17: HOLIDAYS, VACATION, AND LEAVES OF ABSENCE**

### **17.1 HOLIDAYS CELEBRATED**

The University observes the following paid holidays:

HOLIDAY	CALENDAR DATE OF HOLIDAY
New Year's Day	January 1
Martin Luther King Day	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

The University reserves the right to require officers to work on observed holidays at its discretion. All officers working on an observed holiday shall be paid for the holiday and for the actual time worked at the rate one and one-half (1.5) times their base salary per hour.

### **17.2 ELIGIBLE EMPLOYEES**

Each employee who receives pay for his/her last scheduled work day immediately preceding the day the holiday is to be observed, shall be eligible for the benefits set forth in Section 17.1.

Officers who are on an unpaid leave of absence, suspension, furlough, or layoff shall not receive holiday pay.

### **17.3 SUBSTITUTE HOLIDAYS**

The University will develop a schedule for all employees each year which will allow for substitute holidays. Substitute holidays will be designated by the University in order to keep the University open on scheduled holidays in order to meet class requirements.

Those holidays which may be substituted by the University include:

- Columbus Day
- Presidents' Day

**17.4 WINTER AND SUMMER CLOSURES**

The University may close for extended periods following the end of the Fall semester, and for up to one week during the summer. During these periods, the Department will remain open and officers working their regularly-scheduled shifts shall receive their regular rate of pay.

**17.5 VACATION**

The University regards a vacation as a period of rest and relaxation earned for past service. For accrual purposes, the vacation year shall be based on an employee's anniversary date.

Full-time officers shall accrue vacation leave based on the following schedule. Part-time officers will accrue vacation leave on a prorated basis.

<b>Years of Completed Service</b>	<b># Days</b>	<b>Hours of Vacation</b>	<b>Accrual Rate</b>	<b>Maximum Balance</b>
<b>YEARS 0-2</b>	17	136	5.23	272.00
<b>YEARS 3-5</b>	18	144	5.54	288.00
<b>YEARS 6-8</b>	19	152	5.85	304.00
<b>YEARS 9-11</b>	20	160	6.15	320.00
<b>YEARS 12-14</b>	21	168	6.46	336.00
<b>YEARS 15+</b>	22	176	6.77	352.00

An employee may accumulate a maximum of two (2) times the accrued days of vacation earned in one year. This amount may be carried over from year to year.

Officers whose vacation balances exceed the maximum for their respective years of service as of the effective date of this contract shall have any excess hours placed into a separate bank. Those excess hours must be used before any other regularly-accrued vacation hours and must be used during the duration of this contract. Any vacation hours remaining in the separate excess bank at the end of this contract shall be forfeited.

Employees who retire or resign will be paid for earned but unused vacation up to a maximum of two times the accrued days of vacation in one year at the time of their departure. In the event of the death of an employee, vacation pay for vacation earned but not taken up to a maximum of two times the accrued hours of vacation in one year will be paid to the estate of the employee.

## **17.6 SICK LEAVE**

Sick leave may be used for an authorized absence from scheduled duties due to illness, accident, exposure to contagious disease, health or mental examinations or treatment (e.g., medical, dental or optical) for self or immediate family members when employee's presence is required, family emergencies requiring the attendance of the employee, pregnancy and/or childbirth and related conditions or complications, or death in the immediate family. For the purposes of this subsection the definition of an immediate family member includes: grandparents, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, spouse, child, grandchild, legal guardian, or other person who stands in the place of a parent.

Upon hire, a full-time DPS employee will receive one hundred and twenty (120) hours of sick leave credited to his/her leave account.

After the first year of employment and thereafter, sick leave will accrue for full-time DPS Officers prorated each pay period for a maximum of 120 hours per year.

Upon hire, the part-time DPS Officers will receive a prorated amount of sick leave credited to his/her leave account, based upon the employee's full-time equivalency (FTE) percentage determined at the time of hire. For example, a half-time employee (.50 FTE) will be eligible for a credit of sixty (60) hours of sick leave.

After the first year of employment and thereafter, sick leave shall accrue for part-time DPS Officers at a pro-rated amount based upon the employee's FTE.

A DPS Officer may transfer into his/her University sick leave account any accumulated, documented, and verified sick leave balance that has been accumulated in the public service in the State of Ohio, provided that his/her re-employment takes place within ten (10) years of the date on which the employee was last terminated from public service. If the employee elects to do so and informs the Department of Human Resources, he/she may elect to transfer any unused and unpaid sick leave balance above one-hundred and twenty (120) hours to their Shawnee State University sick leave account. This amount will be in addition to the University credited amount. For example, if the employee had six hundred and twenty (620) hours of unused and unpaid sick leave from a prior public sector employer in Ohio, then five hundred (500) hours could be transferred to Shawnee State University.

There is no maximum amount of sick leave that may be accumulated during active employment. The sick leave account balance will be reduced an hour for each hour of



sick leave used.

If an employee is expected to be off more than five (5) consecutive work days, a signed or official doctor's statement must be submitted in advance to the supervisor or Human Resources. If an employee does not have advance warning, the doctor's statement must be provided to the supervisor or Human Resources as soon as practicable after the employee knows he/she will be off more than five (5) consecutive days and in no event any later than the date the employee returns to work (unless more time is granted by the Director of Human Resources or designee).

In situations of sick leave involving less than five (5) consecutive work days, where suspicious patterns of leave exist (e.g., leave taken immediately before or after weekends or days off), a doctor's statement may be required upon the request of the supervisor or Human Resources. All doctors' statements shall be in the form of a signed or official statement from the attending physician or other practitioner, stating the general nature of the illness, date of treatment, and the conditions under which the employee is released to return to work or a statement from the attending practitioner verifying the illness or injury of the employee's immediate family member. The failure to submit required statements, or the failure to submit proper leave forms to Human Resources, may result in delay of payment for the time missed.

#### **17.7 SICK LEAVE RETIREMENT PAYMENT**

The DPS Officer upon official state retirement from active service or upon separation of employment by an alternative retirement plan (ARP) participant who would meet the eligibility requirements under the Ohio Public Employees Retirement System (OPERS) and with ten or more years of service with the State of Ohio or any of its political subdivisions, will be paid for one-fourth of the value of accumulated sick leave balance, up to a maximum payment of 240 hours.

Payment will be based upon the DPS Officer's base per hour rate of pay at the time of retirement. Any unpaid leave remaining on the Shawnee State sick leave account will be available for use upon rehire (unless hired into a position that does not provide sick leave).

In the event of an eligible DPS Officer's death prior to retirement, the sick leave retirement payout is not subject to payment to the employee's estate or any other beneficiary.

The payout of sick leave balance as provided in this subsection will be made only once to any DPS Officer. A DPS Officer who received such cash payout and who was rehired post retirement, may accrue and use sick leave while actively employed but shall not be eligible for payment of any unused sick leave balance.

Intentional misuse of the sick leave provision herein may be considered grounds for disciplinary action. Non-compliance with sick leave rules and regulations may result in the DPS Officer not receiving pay for the requested sick leave.

## 17.8 FAMILY AND MEDICAL LEAVE (FMLA)

Employees with at least one year of service with the University and who have worked for 1,250 hours in the previous 12-month period are eligible for up to twelve weeks of paid (existing sick leave and/or vacation) and/or unpaid leave for qualifying events, in a rolling twelve-month period (see Code of Federal Regulations, Title 29, Part 825.200). Qualifying events are:

- Childbirth (due to the birth or to care for the newborn child);
- Adoption or foster care;
- Serious personal illness
  - A serious health condition that results in a period of incapacity for more than three days during which the employee is unable to work, or
  - A chronic condition requiring a regimen of ongoing care by a health care provider that intermittently (less than three days) renders the employee unable to work while seeking treatment or while recovering from the condition.
- The serious health condition of a member of the employee's immediate family (as defined by the Family Medical Leave Act) which requires the employee to provide care.
- Qualifying exigency arising out of the fact that the employee's spouse, child, or parent is a covered military member on active duty, or has been called to active duty, in support of a contingency operation.
- Care for a covered service member with a serious injury or illness if the employee is the spouse, child, parent or next of kin of the service member.

### A. LENGTH OF LEAVE/PAID OR UNPAID

Family and Medical Leave provides an eligible employee up to twelve workweeks of leave per rolling twelve-month period. Employees will first use sick leave, where appropriate, prior to vacation and any unpaid leave. Employees will use vacation and any comp time prior to any unpaid leave after sick leave is exhausted or for events where sick leave is inappropriate. Family Medical Leave coordinates and runs concurrently with other paid and unpaid leaves.

### B. CHILDBIRTH AND ADOPTION TIMEFRAME

Leave under this policy which pertains to care for a newborn, adopted, or foster child may only be taken within twelve months of the child's birth or placement into the employee's home.

### C. CERTIFICATION FOR HEALTH LEAVE

If an employee requires leave for a serious health condition for himself/herself or

a spouse, parent, or child, a health care provider's certification shall be required stating the commencement date and probable duration of the condition and the medical facts substantiating the condition. The University may require an independent examination at no cost to the employee.

#### **D. NOTICE OF THE LEAVE**

Employees must provide at least thirty days' advance notice if the leave is foreseeable. If the leave must begin within fewer than thirty days, the employee must provide notice as soon as practicable.

#### **E. EMPLOYMENT AND BENEFITS PROTECTION**

Any employee who takes Family and Medical leave on return from such leave shall be restored by the University to the position of employment held by the employee when the leave commenced or be restored to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment.

#### **F. CONTINUATION OF HEALTH PLAN COVERAGE**

If after the exhaustion of all forms of paid leave, a period of unpaid leave is needed up to the twelve-week maximum provided under this policy, the University shall maintain the coverage under the group health plan for this period under the conditions coverage would have been provided if the employee had continued in employment for the duration of the leave. Upon return to work, the employee must make arrangements with the Department of Human Resources to make up the employee contributions missed for insurance coverage while on unpaid leave.

#### **G. RETURN FROM LEAVE**

If the employee fails to return from Family and Medical Leave, the University may recover the premium that the employer paid for maintaining coverage for the employee under the group health plan during any period of unpaid leave.

### **17.9 DISABILITY LEAVE**

#### **A. APPLICATION**

Full-time DPS Officers may be granted a disability leave of absence in the event of a disabling illness or injury (except work related in which case workers' compensation rules will apply) that extends beyond leave provided under FMLA.

Approval of such leave is contingent upon the employee submitting a satisfactory written health or mental health practitioner's statement attesting that the essential functions of the assigned position cannot be performed.

The University may request that an examination be completed by a practitioner of its choosing. In such case, the University will pay for the cost of the examination.

Written application to the Department of Human Resources should be made as early as possible and must include a statement from the attending practitioner with a projected return date.

## **B. DURATION AND RETENTION**

The duration of disability leave will be based on the projected return date provided by the attending practitioner.

In order to be paid for disability leave, the employee will first exhaust all earned but unused sick leave, vacation leave, and comp time. All types of paid leave must be used prior to unpaid leave.

Prior to returning to work, the employee must provide the University with the attending health or mental health practitioner's release attesting to the employee's ability to perform the essential job duties. The University may request an independent examination as identified above.

The employee will retain reinstatement rights to his/her current position if the disability leave is six (6) months or less. If such leave time exceeds six (6) months, up to a maximum of twelve (12) months, the University will place such employee in the same or similar position in which the employee possesses the required qualifications necessary to perform the essential responsibilities. The University will make reasonable efforts to reinstate an employee to the same or similar position if such leave exceeds one year.

## **C. INSURANCE COVERAGE**

The University will continue group health insurance throughout the period of an approved paid leave.

The University will continue group health insurance throughout the period of an approved unpaid leave that is not FMLA leave for a maximum of six (6) months.

While on an approved unpaid leave (other than FMLA), the employee must timely remit the established insurance contribution payments throughout the duration of the leave. If the employee payment contributions are not timely remitted, the employee will forfeit University-provided health plan coverage and may elect health plan continuation under the Consolidated Omnibus Budget Reconciliation Act (COBRA) at 102% of the full cost of the University's health plan.

#### **D. DISABILITY RETIREMENT REINSTATEMENT**

In the case of an employee who has been granted a disability retirement through OPERS, the period of reinstatement shall be in accordance with the prevailing rules of the state retirement system.

#### **17.10 WORKERS' COMPENSATION LEAVE**

Workers' compensation leave will be provided as set forth in the Ohio Revised Code and Administrative Code for workplace injuries and/or occupational diseases. Additional information may be found on the University website at the Office of Human Resources/Employee Leave webpages.

#### **17.11 COURT/JURY LEAVE**

An employee who is required to report for jury duty or is subpoenaed to appear before any court, commission, board, or other legally constituted body, where the employee is not a party to the action, shall be entitled to leave with pay for the scheduled work hours lost as the result of such duty. DPS Officers will receive their normal pay while on jury duty, less the amount received by the DPS Officer from the government for such appearance. A DPS Officer who reports for such duty and is excused shall immediately contact his/her immediate supervisor and report for work, as scheduled, if requested. This subsection shall not apply in situations where the employee was subpoenaed in connection with his/her actions as a University police or security officer.

In order to be paid by the University for such leave the DPS Officer must submit to Human Resources written proof, executed by an authorized employee of the court, showing the duration of such duty and the amount of compensation received for such duty.

#### **17.12 MILITARY LEAVE**

An employee who is unable to report for regularly scheduled work because the employee is required to report for duty as an active duty member of the armed forces, a reserve member of the armed forces, or as a member of a state's National Guard shall be compensated in accordance with Ohio law.

#### **17.13 REQUEST FOR LEAVE**

Request for leaves as identified in this policy are provided electronically via the BearTrax system. In order to assure accuracy of leave balances and to properly secure approvals for leaves, every effort should be made to make requests prior to the end of the pay period in which the leave is to occur. In rare circumstances in which this cannot be done due to emergency or oversight, the employee must submit such request at the earliest date upon return from leave. Prior notification to the employee's supervisor of anticipated leaves is required.

## **ARTICLE 18: INSURANCE**

**18.1** The University will provide group health insurance benefits to bargaining unit members on the same basis as such benefits are provided to non-bargaining unit staff at the University, as such benefits may change from time to time. except that bargaining unit members will maintain substantially equivalent benefits should the University, in its discretion, change the third party administrator of the insurance plans. Bargaining unit members shall pay the employee's share of premiums, deductibles and other costs as established by the University.

The University will have a DPS bargaining unit representative on the University Insurance Committee as long as the Insurance Committee exists in its current structure and/or form.

All Bargaining Unit Members must be legally married to receive spousal health insurance benefits in accordance with this Article. Working spouses who have access to other medical coverage through their employers are not eligible to be members of the University's insurance plan and must enroll with their respective employers. Should the spouse's employment status change or eligibility for that plan cease, they may request enrollment as a dependent on the University's plan as a qualifying event within 31 days of their previous coverage terminating.

In the event that actions taken by local, state, or federal government, whether legislative, executive, or judicial, prohibit or restrict marriage in the state of Ohio, the University will offer benefits equivalent to those offered to married couples to Bargaining Unit Members who are in a committed, ongoing domestic relationship with a partner for not less than the preceding twelve (12) months and meeting all eligibility criteria established by the University.

## **ARTICLE 19: REDUCTION IN FORCE**

### **19.1 NOTICE**

Should the University decide a force reduction is necessary, the University will provide at least thirty (30) calendar days' notice and meet with the Union to discuss alternatives to minimize the anticipated reduction in force.

When the University determines that a reduction of the work force will be implemented, where possible, the University will give the members whose roles are eliminated or reduced and the Local Union Designee advance written notification(s) no later than fifteen (15) working days prior to the contemplated effective date.

### **19.2 REDUCTION PRIORITY**

- A. Where a reduction in the work force of the Department of Public Safety is necessary, the University will achieve such reduction on the basis of available work within each job classification. Layoffs shall be in the inverse order of seniority, provided, however, that the University may retain a less senior employee possessing essential certifications or licenses required by the University or the department and issued by a federal, state or local government, or a recognized professional association.
- B. The University will effect such force reduction on a departmental basis in keeping with the following order:
  - 1. The layoff of temporary employees, and intermittent employees as defined herein;
  - 2. The layoff of probationary employees as defined herein
  - 3. The layoff of part-time employees;
  - 4. The layoff of full-time employees.

### **19.3 RECALL PRIORITY**

- A. The University will determine when it is necessary to fill a vacancy or increase the bargaining unit work force following a layoff/force reduction.
- B. The University will recall a laid off employee (with unexpired recall rights) to their original position held prior to the layoff.
- C. Vacant positions made available by the University and not filled pursuant to paragraph 2 will be posted internally prior to extending an offer of recall to any other laid-off employee. If no employed bargaining unit candidate is qualified for or accepts the vacant position, an employee eligible for recall will be offered the position if the employee meets the posted requirements.

### **19.4 RECALL NOTICE**

- A. It is the obligation of each laid off employee to keep the Human Resources Department informed in writing of their current address, email address, and phone number in the event a recall may occur. The University fulfills its obligation as to recall by mailing the recall notice to such address.
- B. When the University desires to recall an employee from layoff, it shall notify them by phone, voicemail, email, or registered or certified mail to the employee's most current address as shown on the records of Human Resources. Within seventy-two (72) hours of receipt of such notice, the employee must contact Human Resources in person, by phone, voice mail, or email, advising whether or not they accept the recall.

- C. The employee must report back to work within eight (8) calendar days after the date the recall notice was tendered. Such time may be extended to a maximum of fourteen (14) calendar days due to personal illness or disability evidenced by a statement from a health or mental health practitioner.
- D. Failure to comply with any of the time limits set forth above, or failure to keep the University informed concerning the latest correct address shall result in forfeiture of all recall rights.

#### **19.5 FAILURE TO ACCEPT RECALL OR REPORT**

- A. If an employee refuses a recall offer to the same position held prior to the layoff, then the employee shall forfeit any remaining recall rights.
- B. If an employee accepts a recall offer but fails to respond according to notice timelines or fails to report as outlined in Section 19.4.D, that employee shall forfeit any remaining recall rights.

#### **19.6 INSURANCE**

The University will permit the laid-off employee to participate in group insurance programs as required by the continuation and conversion rights under COBRA legislation. Such employee must meet any program requirements and pay premiums and related costs as are authorized under University, state, and federal regulations.

#### **19.7 RECALL RIGHTS**

An employee's right to be recalled from layoff under this Article shall continue for twenty-one (21) months following the date of layoff.

### **ARTICLE 20: DISCIPLINE**

- 20.1 The University agrees to adhere to the principles of progressive discipline when appropriate. Both Parties recognize that serious misconduct may warrant heightened discipline. Generally, discipline will include the following steps:
  - A. LEVEL I: VERBAL WARNING
  - B. LEVEL II: WRITTEN WARNING
  - C. LEVEL III: SUSPENSION WITHOUT PAY OR DEMOTION
  - D. LEVEL IV: DISMISSAL
- 20.2 Serious infractions may necessitate that corrective actions start at any level in the process. Such serious infractions include, but are not limited to:



- A. Violation of an official regulation or failure to obey reasonable directions given by a supervisor when such violation or failure to obey amount to insubordination or a serious breach of University policies and/or work rules or puts the University and/or its employees or students at serious risk;
  - B. Conviction of a felony or of an offense involving moral turpitude or dishonesty;
  - C. Demonstration of abusive or threatening behavior in the treatment of students, fellow employees or other persons; or
  - D. Incompetency, inefficiency, unsatisfactory performance, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, violation of any University policy or work rule, any other failure of good behavior, any other acts of misfeasance, malfeasance, or nonfeasance in office.
- 20.3** The University may place an officer on administrative leave with pay at its discretion. Such leave is to be used in circumstances when the health or safety of any staff member, student, member of the public, or property could be adversely affected, or when the alleged misconduct is of such a serious nature that immediate action must be taken. An employee may be placed on administrative leave without pay as permitted by the Ohio Revised Code.
- 20.4** Officers who are involuntarily terminated or who have resigned in lieu of involuntary termination are ineligible for rehire.
- 20.5 CORRECTIVE ACTION PRE-DISCIPLINARY HEARINGS**
- A. Before a termination, demotion, or suspension is implemented, a hearing with the Director of Human Resources or designee, officer's supervisor, and the staff member will be conducted to discuss the alleged infraction(s).
  - B. During the hearing, the supervisor should be prepared to discuss the reasons and the basis for the proposed action. The officer will have an opportunity to explain and present evidence as to why action should not be taken.
  - C. The Director of Human Resources will issue their recommendation on to the Chief Operating Officer within five (5) days of the hearing. The chief Operating Officer will render their final decision within ten (10) days of the hearing.
- 20.6 APPEAL PROCESS**
- The officer may appeal terminations, demotions, and suspensions through the grievance procedure contained in Article 16.

## **ARTICLE 21: RETIREMENT**

- 21.1** All bargaining unit employees, as required by Ohio statutes and regulations, shall participate in the Ohio Public Employees Retirement System (OPERS) or the Alternative Retirement Plan (ARP).
- 21.2** The mandated OPERS employee contribution shall continue to be deducted from each employee's paycheck. The University shall continue to contribute the mandated employer rate. All retirement contributions are controlled by Ohio Public Employees Retirement System and are subject to change upon their direction.
- 21.3** The University shall continue to administer the retirement program in compliance with the regulations and requirements of OPERS.
- 21.4** Any alternative retirement plan(s) adopted by the Ohio legislature that requires the University to permit the enrollment of classified employees (as defined by O.R.C. 124) will be made available to bargaining unit employees in accordance with the provisions of that law.
- 21.5** Upon full retirement in good standing, officers may purchase their Department-issued firearm from the University for \$1.00. Officers must execute any required waivers in order to complete this purchase.

## **ARTICLE 22: NEGOTIATION**

### **22.1 PROCEDURE**

- A.** Initiation - Either party may initiate negotiations by serving notice upon the other party of a desire to negotiate at least sixty (60) calendar days prior to the expiration of the Agreement.
- B.** Requests - A request from the Union shall be sent to the University's Labor Officer. A request from the University shall be sent to the local union designee.
- C.** Negotiating in Executive Sessions - Normally all negotiating sessions will be considered to be in executive session. However, in such case that either party desires to bring a person who is not part of the negotiating team, this will be permitted on an occasional basis. Each team shall be limited to six (6) members. In no event, however, shall the Union engage more than four (4) such employee participants in connection with any particular negotiating session conducted during working hours.
- D.** Caucus - In an effort to establish a cooperative atmosphere for negotiations, every effort will be made to limit caucus time to 30 minutes. In such case that either party needs more time, the other party will be so notified.
- E.** Negotiating Sessions - The parties shall confer concerning the time and place of the initial negotiating session. The time and place of each subsequent session

shall be established before any session is concluded, or, if necessary, by mutual agreement thereafter.

- F. Written proposals - All major proposals and counter proposals should be provided in writing. All agreements reached in principle between the parties shall be presented in writing before acceptance. The intent of this provision is to ensure that all parties clearly understand the proposals before final acceptance and not to inhibit the negotiation process.
- G. Scheduling - The parties shall make good faith efforts to schedule negotiating sessions so that members of the Union's bargaining team, who are also members of the bargaining unit, will be able to adjust work schedules to participate in bargaining sessions. During negotiations, bargaining unit members will receive their regular hourly wages for their time spent in scheduled negotiations sessions. Bargaining unit members will report to their work assignments during the times when negotiations are not in session. No bargaining unit member will be paid overtime as a result of negotiations sessions without the approval of both the immediate supervisor and the Labor Office.

## **22.2 IMPASSE**

- A. If by thirty (30) days prior to the expiration date of this Contract, agreement cannot be reached on all issues, then either party may call for the mediation services of the Federal Mediation and Conciliation Services (FMCS). Should negotiations be progressing, the parties may wish to postpone the use of the FMCS until a later date. If one party requests the services of FMCS, the other shall join in the request. Should there be a cost involved, it will be divided equally between the University and the Union.
- B. The parties agree that this impasse procedure supersedes the dispute resolution procedure as set forth in Section 4117.14 of the Ohio Revised Code.

# **ARTICLE 23: PERSONNEL FILES, JOB CLASSIFICATIONS, AND UNIVERSITY FEES**

## **23.1 PERSONNEL FILES**

- A. An employee may review his/her personnel file in Human Resources at any reasonable time during normal working hours, by appointment. The employee may request and obtain a copy of material in his/her own personnel file at no charge. The University may charge a reasonable fee for additional copies.

- B. Any discipline implemented and recorded in an employee's personnel file prior to the execution of this contract shall remain in the employee's personnel file.

## **23.2 JOB CLASSIFICATIONS**

- A. The University is solely responsible for the development of position specifications, descriptions, job content, determination of promotional demonstrations or tests and assignment of appropriate values to such demonstrations or tests, and the classification and reclassification of bargaining unit members as provided under this Article.
- B. When the University creates a new classification or reclassifies an existing position, the Local Union Official (and bargaining unit employee where applicable) will be notified in writing of the new classification title, pay grade, and position description. Pay treatment, due to reclassification, is outlined in Article 28, Wages, of this Agreement.

## **23.3 PARKING**

In the event that a parking fee is implemented, all bargaining unit employees shall be subject to any fees applied to similar employee groups for use of campus parking facilities pursuant to established regulations.

# **ARTICLE 24: FURLOUGHS**

- 24.1 A furlough is defined as a non-permanent, unpaid leave of absence from work for a specified period of time. An employee may not do work for the University while on furlough. An employee may not use paid leave while on furlough except on days when the employee would otherwise be in paid working status.
- 24.2 Administration of this article will follow the UNIVERSITY FURLOUGH PROCEDURE 4.52:1.

# **ARTICLE 25: GENERAL PROVISIONS**

## **25.1 IN-TERM BARGAINING**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to negotiate on any subject and neither shall be obliged during the term of this Agreement to re-negotiate any subject covered herein or to negotiate on new matters or University practices or procedures, whether or not covered by the express provisions herein.

## **25.2 EFFECT BY LAW**

- A. To the extent permitted by Ohio Revised Code Chapter 4117, any term or condition of employment addressed in whole or in part by this Agreement shall supersede and replace in its entirety any and all provisions of state or local laws or ordinances pertaining to the same subject.
- B. If, during the life of this Agreement, it is determined that a part of this Agreement is contrary to federal law or any state law which may not be superseded under Chapter 4117 O.R.C., thereby making any part of the Agreement inoperable, such shall be reason for the parties to meet within thirty (30) calendar days or as soon thereafter as is practicable to attempt to agree upon provisions concerning such subjects which will comply with such legislation.

## **ARTICLE 26: HOURS OF WORK AND OVERTIME**

### **26.1 WORKWEEK DEFINED**

The regularly scheduled workweek for permanent, full-time employees shall consist of forty (40) hours. Workdays and days off shall be consecutive, with workdays consisting of either ten (10) hour shifts or eight (8) hour shifts. The parties agree and acknowledge that at the time this contract was executed the work week consisted of five (5) consecutive eight (8) hour shifts followed by two (2) consecutive days off. The Employer reserves the right to change employees' schedules. However, prior to doing so, the Employer will give the bargaining unit no less than a thirty (30) day notice of such change and will also meet with the Union to explain its reasons for change.

Shift hours established by the department and starting times may have to be staggered for individual employees.

For purposes of computation of pay, the workweek is Saturday 12:01 A.M. through Friday midnight.

Each employee will make arrangements for lunch. The employee may go off campus to eat with the on-duty supervisor's approval. Those employees required to remain on duty and on call during their meal period, shall have the meal period considered as part of their standard work day schedule. Except for a call requiring immediate action, as determined by the supervisor, the employee's lunch break shall not be interrupted.

### **26.2 COMPENSATORY TIME:**

Any employee entitled to pay for overtime work may elect to take compensatory time off at the rate of one and one half (1½) hours for each hour of overtime worked in lieu of cash payment. At no time shall the compensatory time off balance exceed forty (40) hours.

The scheduling of such compensatory time off is subject to the approval of the immediate supervisor. Requests for compensatory time must be submitted in writing. The request

must be submitted no more than ninety (90) calendar days prior to the day off requested and no less than one full week prior to the day off requested.

The supervisor will respond within four (4) calendar days of said request. If an employee requests a single day or a portion of a shift off less than four (4) calendar days prior to the date requested, the supervisor may elect to approve or deny a day off on a case by case basis. Special consideration will be given by the University in cases of personal emergencies.

If two or more bargaining unit members request the same date for compensatory time off the request will be granted to whoever submitted an electronic request first. If the requests were submitted at the same time, then the compensatory time off will be granted to the most senior officer using classification seniority. More than one officer may be granted compensatory time off on the same date and shift only if this would not create overtime or compensatory time for another officer.

Compensatory time accumulation shall carry over from year to year.

### **26.3 COURT TIME**

An employee who is scheduled to appear in court outside his/her scheduled shift shall receive a minimum of three (3) hours work unless it is immediately contiguous to the officer's regularly scheduled shift. In situations where an officer testifies by telephone outside his/her scheduled shift rather than appearing in person, s/he shall receive actual time worked to be paid at one and one-half the rate of the officer's normal pay.

### **26.4 CALL-IN**

An employee who is called in for unscheduled work or is contacted on off-duty time and spends a substantial amount of time handling an issue without coming on station shall receive a minimum of three (3) hours of work unless it is immediately contiguous to the officer's regularly scheduled shift. Once an officer completes his or her duties the officer may be permitted to leave the premises and receive his/her three (3) hours of overtime subject to supervisory approval.

### **26.5 EMERGENCY CALL OUT**

During a declared emergency, or any circumstance designated by the Chief of Police, all bargaining unit members will receive compensation at the rate of double their base pay.

### **26.6 OVERTIME**

- A. When an employee is required by an authorized official to work beyond forty (40) hours in any work week, the additional hours will be paid at the overtime rate of one and one half (1½) times the regular rate of pay. Hours worked are those in which an employee is in active pay status.

- B.** If pre-arranged overtime assignments are scheduled outside an employee's normal scheduled days of work, the University will provide the employee with a minimum of three (3) hours of available work at the one and one-half (1 ½) times rate of pay. Should the employee elect to work less than three (3) hours, the member will be paid for the hours actually worked at one and one-half (1½) times rate of pay. If the employee works more than three hours, they will receive one and one-half times their hourly rate for each hour actually worked.
- C.** If pre-arranged overtime assignments are scheduled at times continuous with an employee's beginning or end-of-shift, the employee shall be entitled to actual hours worked at one and one-half (1½) times rate of pay.
- D.** The University shall post accumulated overtime hours for all officers within the Department every two (2) weeks after payroll is completed. Such posting will reflect all hours worked in excess of forty (40) in a week. The records will be deemed accurate unless a written complaint is received by the University within five (5) calendar days of the posting. Accumulated overtime records will be kept for the fiscal year, with each employee starting at zero (0) on each July 1.
- E.** Overtime assignments will be assigned first to volunteers, provided the volunteers meet reasonable employee qualifications as determined by the Chief of Police. Volunteers will be selected for overtime assignments based on their total accumulated overtime hours, starting with the volunteer who has the least amount of overtime hours to the volunteer who has the most. In the event that two or more volunteers are tied for the lowest number of overtime hours, the employee with the most classification seniority shall be awarded the assignment.
- F.** If not enough qualified and eligible employees volunteer for a detail, officers will be assigned starting with the officer with the least amount of accumulated overtime to the officer with the most accumulated overtime. In the event of a tie, the employee with the least classification seniority will be assigned the detail.
- G.** For overtime opportunities that are anticipated to be three (3) hours or less, management may involuntarily assign officers without posting, provided the overtime is contiguous to the officer's assigned shift and he/she is in an on-duty capacity. Overtime will be assigned under this section first to the officer with the least number of accumulated overtime hours. Management will not use this section to circumvent overtime posting requirements. Overtime accumulated under this section will be included on the overtime roster.
- H.** When an overtime detail requires special expertise, the Chief of Police may bypass the standard assignment practices in E, F, and G, above, and assign an officer who has the required expertise. Overtime accumulated under this section will be included on the overtime roster.
- I.** A newly-hired employee will be allocated the average amount of overtime hours accumulated among officers at the time of the last posting of overtime

accumulations before the new employee is released to work alone for purposes of overtime assignments.

- J. Employees may be assigned overtime during the time designated by the University as School Opening/Move-In, Commencement, Homecoming and two (2) additional weekends each calendar year. For purposes of this section “weekend” is defined as Saturday and Sunday. Such overtime shall be assigned without regard to other sections of this Article, except for the assignment requirements of Section 26.6.E. and the provisions of Section 26.6.F.

## 26.7 SPECIAL DUTY

- A. Officers will receive special duty pay for working non-University-sponsored events which, in the discretion of the Chief, require a dedicated officer outside of any officer’s normal shift. Special Duty does not include covering a vacant shift or special event coverage during an officer’s normal shift.
- B. The Special Duty rate per hour is based on 1 ½ times the base hourly rate for the officer.
- C. If a Special Duty assignment is made with less than ten (10) business days’ notice, the officer(s) working the assignment shall be paid at double their base rate of pay.
- D. Special Duty does not apply to University-sponsored events, including, but not limited to, Athletic events, the annual President’s Gala, Commencement, Homecoming etc.

## 26.8 SHIFT DIFFERENTIAL

Officers working second and third shift shall receive a shift differential of \$1.00/hour.

## 26.9 COMPETING PAY RATES

If during one or more hours of an officer’s work shift, the officer would fall under different hourly pay multipliers under this Article (e.g., 1 ½ times pay and double pay), they will be paid at the rate of the higher multiplier for such hour(s).

# ARTICLE 27: UNIFORMS

- 27.1 The University shall provide all members with an issue of uniforms comprised of the following:

1. Three (3) long sleeve shirts;
2. Three (3) short sleeve shirts;
3. Three (3) pairs of pants;



4. One pair of boots;
5. One trouser belt;
6. One winter jacket;
7. One lightweight jacket;
8. One raincoat;
9. Two badges, two name tags, all silver or chrome;
10. Leather or leather appearance duty belt with the following: Holster and duty pistol (if applicable), magazine pouches, OC spray and pouch, one set of handcuffs and case, and four belt keeps;
11. One pair rubber or silicone gloves;
12. One pair winter gloves; and
13. Body Armor equivalent to NIJ Level IIIA
  1. The University agrees to replace body armor on the manufacturer's expiration date.

**27.2** The University agrees to issue police and security officers replacement uniform parts on an as needed basis as validated by the Chief of Police.

## **ARTICLE 28: WAGES**

**28.1** This Article is the sole source of rights and obligations of the parties to this Agreement on the matter of pay plan and wages. This Article supersedes all provisions applicable to bargaining unit employees in the Ohio Revised Code (O.R.C.) and/or Rules of the Ohio Department of Administrative Services relative to these issues. Bargaining unit employees will be paid in accordance with the University's classification system and pay plan set forth in this Agreement.

**28.2** The University is responsible for classifying positions.

**28.3** Effective July 1, 2024 and through the duration of this contract, all:

- A. Probationary Security Officers shall be paid a rate of \$16.70 per hour;
- B. Probationary Security Sergeants shall be paid a rate of \$18.35 per hour; and
- C. Probationary Police Officers shall be paid a rate of \$21.58 per hour.

**28.4** Effective July 1, 2024, all:

- A. Non-Probationary Security Officers shall be paid a rate of \$17.20 per hour;
- B. Non-Probationary Security Sergeants shall be paid a rate of \$18.90 per hour; and
- C. Non-Probationary Police Officers shall be paid a rate of \$22.23 per hour.

**28.5** Effective July 1, 2025, all:

- A. Non-Probationary Security Officers shall be paid a rate of \$17.55 per hour;
- B. Non-Probationary Security Sergeants shall be paid a rate of \$19.28 per hour; and
- C. Non-Probationary Police Officers shall be paid a rate of \$22.68 per hour.

**28.6** Effective July 1, 2026, all:

- A. Non-Probationary Security Officers shall be paid a rate of \$17.90 per hour;
- B. Non-Probationary Security Sergeants shall be paid a rate of \$19.66 per hour; and
- C. Non-Probationary Police Officers shall be paid a rate of \$23.12 per hour.

**28.7** Upon successful completion of an employee’s probationary period, the employee shall be advanced to the appropriate non-probationary rate of pay noted above.

**28.8** In the sole discretion of the Chief of Police in consultation with the Department of Human Resources and in compliance with University procedures, employees that are newly hired to the Shawnee State University Department of Public Safety with relevant experience may be hired at a higher rate of pay.

## **ARTICLE 29: COPIES OF CONTRACT**

**29.1** The Contract and its attachments shall be made available to the members of the bargaining unit in an electronic format by the University.

**29.2** The parties shall assume individual responsibility for printing the Contract based on their own needs. The parties shall not be responsible for printing copies for the opposite party and/or its employees and members.


## **ARTICLE 30: SEVERABILITY**

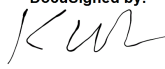
If any Article or portion thereof of this Contract is found to be unlawful by any court of law, that Article or portion will be automatically terminated, but all other provisions of the Contract will continue in full force and effect. The parties agree to immediately reopen negotiations for the purpose of negotiating lawful alternative language of any Article or portion found to be unlawful.

## **ARTICLE 31: DURATION**

This agreement shall become effective on July 1, 2024 and shall remain in full force until midnight on June 30, 2027.

## Signatures

DocuSigned by:  
  
7/23/2024 | 5:28 AM PDT  
7C50BD15E079491...  
Signature  
Date  
For the University:  
Eric A. Braun, J.D., Ed.D.  
President

DocuSigned by:  
  
7/22/2024 | 1:16 PM EDT  
5BD15F9A4D2E4B4...  
Signature  
Date  
For the Union:  
Keith Washburn, J.D.  
Staff Attorney