
Agreement Between

**THE UNIVERSITY OF DAYTON
and
THE UNIVERSITY OF DAYTON
POLICE OFFICERS ASSOCIATION**

**EFFECTIVE
January 1, 2024 through December 31, 2027**

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ARTICLE 1 – PURPOSE AND LEGISLATIVE RESPONSIBILITY

1.01 This Agreement is made between the University of Dayton, hereinafter referred to as “University”, and the University of Dayton Police Officers Association, hereinafter referred to as the “Union”, for the purpose of achieving better understanding between both parties and to provide for the peaceful adjustment of differences which may arise.

1.02 This Agreement contains the full and complete Agreement between the parties. Where this Agreement makes no specification about a matter impacting wages, hours and terms and conditions of employment, the University, Bargaining Unit employees, and the Union shall be subject to applicable state, federal, and local laws, as well as University policies, practices, and actions that do not conflict with such laws pertaining to such matter.

1.03 In the event legislation should be enacted that makes illegal, unlawful or null and void any provision of this Agreement, the University and Union will meet within two (2) weeks or as soon thereafter as is practicable to attempt to agree upon a substitute provision that will comply with such legislation if an agreement is reached. If the University and Union fail to reach agreement on a provision of this Agreement that is made illegal, unlawful or null and void by legislation, the provision will be deemed to be no longer part of this Agreement. All other terms and provisions of this Agreement will continue unchanged.

ARTICLE 2 – MANAGEMENT RIGHTS

2.01 The management of the University retains the sole and exclusive right to manage its operations and direct the work force. The right to manage shall include but is by no means limited to the rights to hire, to require pre-employment physical examinations, pre-employment drug testing and pre-employment background checks, to promote, demote, suspend and/or discipline for just cause, to discharge for just cause, to lay off employees due to lack of work or for other legitimate reasons in accordance with the provisions of this Agreement, to maintain discipline and efficiency of all employees, to establish staffing requirements, to transfer employees, temporarily or permanently, to a different work location, to establish safety rules and regulations, to determine the methods and means of operations, to establish work schedules, to establish overtime opportunities available for the employees in the Bargaining Unit and to create work rules that are not in conflict with this Agreement. These are the exclusive rights of the University, provided they do not conflict with the provisions of this Agreement.

When there is reasonable suspicion that an employee is using or possessing illegal drugs or is abusing a controlled substance at work, or is working or reporting to work under the influence of illegal drugs or an abused controlled substance, including alcohol, (as defined by the Department of Transportation) that employee will be required to consent to a drug test immediately. Reasonable suspicion may be based upon, but is not limited to unexplained and excessive absences, reports that the employee is under the influence of drugs or alcohol during work, the odor of alcohol on the breath of an employee or the odor of marijuana on an employee, unusual behavior, including but not limited to, slurred speech or lack of coordination, possession of paraphernalia used in connection with any drug or substance subject to these rules, or involvement in an accident or other incident which results in bodily injury or damage to property.

2.02 It is further agreed that the University shall be the exclusive judge of and have final decision in all matters pertaining to the schedule of classes, semesters, quarters, and all other activities conducted by the University or on its property; the location of all buildings or operations or relocation of, additions to and remodeling of same; the methods, means, and processes to be utilized by all employees in the performance of their work activity; the materials to be used or handled, purchased or made; any changes of existing methods or facilities and the control and regulation of all equipment and property of the University; the subcontracting of any work activity which has been performed or could be performed by employees; provided, however, before any employee with seniority is laid off by reason of such subcontracting of work normally performed by the members of the Bargaining Unit, the University shall discuss the matter of such subcontracting with the Union in good faith. Notification of the desire to commence such discussion will be given to the Union when the possible subcontracting of any work which is normally performed by employees in the Bargaining Unit which may result in the layoff of any employee in the Bargaining Unit is being seriously considered by the University, it being the desire of both the Union and the University to provide the maximum possible time for such discussions, so as to be able to discuss possible alternatives to the subcontracting of any work activity which may affect the layoff of any employee in the Bargaining Unit. It will be the intent of the University to make every effort to retain work presently performed by the Bargaining Unit employees within the Bargaining Unit, so long as it is economically advantageous to do so.

- 2.03** The use of students in the performance of work, which has been or could be performed by employees, shall be at the discretion of the University; with the utmost attention given to safety.
- 2.04** It is further understood that the University retains all management rights and functions it possessed prior to entering into any Collective Bargaining Agreement with any Union, except as are relinquished or specifically restricted in this Agreement.
- 2.05** In addition, unless otherwise restricted by an express term of this Agreement, all rights are exclusively reserved by UD. Further, the exercise of any enumerated or reserved management rights shall not be subjects of negotiation, during the term of this Agreement, either with respect to the decision or its effects.
- 2.06** The Chief of Police shall have the authority to promulgate policies and procedures for the daily operation of the department and to implement the various provisions of this Agreement.

ARTICLE 3 – COOPERATION

- 3.01** The Union and the University will work with each other in the interest of the University in maintaining and improving efficiency in all operations, the conservation of materials, supplies and equipment, the improvement in quality of workmanship and service, and the correction of alleged unsafe, unhealthy working conditions making for grievances and/or misunderstandings. It is understood that matters properly the subject of a grievance shall be processed in accordance with the grievance-arbitration provisions of this Agreement.
- 3.02** The University and the Union agree not to discriminate in any manner against any employee as a result of or because of such employee's age, race, color, creed, religion, ancestry, national or ethnic origin, sex/gender, sexual orientation, gender identity, gender expression, disability, genetic information, military status, veteran status, familial status or any other protected category under applicable local, state or federal law, ordinance or regulation, or membership in or activities on behalf of the Union, all in accordance with applicable law. The University and the Union further affirmatively pledge to secure equal employment opportunities for all individuals without regard to such employee's age, race, color, creed, religion, ancestry, national or ethnic origin, sex/gender, sexual orientation, gender identity, gender expression, disability, genetic information, military status, veteran status, familial status or any other protected category under applicable local, state or federal law, ordinance or regulation, or membership in or activities on behalf of the Union to the extent required by applicable law.

ARTICLE 4 – RECOGNITION

4.01 The University recognizes the Union as the exclusive collective bargaining representative of all employees in the Bargaining Unit for the purpose of negotiating with respect to wages, hours, and other terms and conditions of employment. The Bargaining Unit is:

“All full-time and regular part-time police officers performing guard duties as defined under Section 9(b)(3) of the Act, employed by the Employer at its 300 College Park Avenue, Dayton, Ohio facility; excluding all sergeants, chiefs, assistant chiefs, office clerical employees, and all professional employees, and supervisors as defined in the Act, and all other employees, and as certified in the National Labor Relations Board Case No. 9-RC-316645”

4.02 The term “employee” or “employees” as used in this Agreement shall refer only to those persons included in the Bargaining Unit.

4.03 The union shall provide the initial copy of this Agreement to Bargaining Unit employees and shall be responsible for providing new hires with a copy of the Agreement.

4.04 The University agrees to deduct and withhold from any available wages earned by any Union member who has authorized such deduction and withholding in writing, during each two (2) week pay period, one twenty-sixth (1/26th) of the regular annual membership dues (computed by taking twelve (12) times the regular monthly membership dues) of such member, and to transmit the dues deductions via electronic Automatic Clearing House (ACH) transfer payment into the commercial bank account of the Union. The Union shall provide the Employer with authorization to make deposits into the financial institution utilized by the Union along with the routing number and account number of the Union’s account. It is the Union’s responsibility to notify the Employer in writing of any change to the Union’s account information; same to the Union by the tenth (10th) of the month following the month in which they were deducted, upon presentation of a written “Authorization for Payroll Deduction” voluntarily completed and executed by a Union member, in a form satisfactory to the University and approved by the University in writing.

4.05 The Union agrees to indemnify and hold the University harmless against any and all claims that shall arise out of or by reason of action taken by the University in reliance upon the “Authorization for Payroll Deduction” cards submitted by the Union to the University.

4.06 The Office of Human Resources (hereinafter referred to as “HR.”) will track newly hired probationary employees and provide their names to the Union on a monthly basis. The introduction of newly hired probationary employees to the Union will be held during the new probationary employees’ department orientation, to allow the President to introduce themselves and to welcome the newly hired probationary employees.

4.07 The University agrees to notify the President, in writing, of the name and address of each employee in the Bargaining Unit within 10 calendar days after the completion of such employee’s twelve (12) month probationary period.

The Union will track signed dues authorization documents and ensure they are submitted to HR for submission to UD’s payroll office by the end of the employee’s probationary period.

4.08 Management may extend an employee’s probationary period before his/her probation expires.

ARTICLE 5 – UNION BUSINESS

5.01 The Union shall have one (1) President who shall also serve as the President of the Union. The Union must provide the name of the Union President to the University and must make certain that any changes are communicated immediately upon such change being effective.

5.02 The Union may select three (3) stewards, who will act as grievance representatives. Only one steward will be allowed to represent an employee, at the employee's request. Employees who have a legitimate need for the services of their steward shall notify their Supervisor.

5.03 Upon election or appointment, the names of the stewards shall be furnished, in writing, to the University by the Union. This list shall be kept current by the Union. No individual shall be recognized as a steward unless and until the notification required to be sent by the Union to the University is received. No individual shall be recognized as a steward unless his/her name has been listed with the University as such.

5.04 The University shall provide a bulletin board at Fitz Hall and the Arcade for the posting of Union notices concerning official business. All notices and the contents thereof must be approved by the designated Assistant Vice President and Chief of Police before posting. It is understood that permission to post a notice concerning official Union business shall not be unreasonably withheld.

5.05 Union activity on the University's property, including parking lots, on University time shall be restricted to the investigation of grievances or meetings with University officials or designated supervisory employees unless written prior approval is received through the Office of Human Resources. Twenty-four hours in advance is adequate notice of a request. Operational needs will be considered.

5.06 Employees shall not be paid for any time spent engaging in Union activities, except as specifically set forth herein as follows:

- A. The President shall be compensated for all regular hours of work lost, not to exceed two (2) hours per work week, at the regular straight time hourly rate of pay for all hours spent engaging in any Union activity; provided, however, the President shall account for all time while engaged in such activity and report off work prior to commencing such activity and back on work upon completion of such activity. When possible, the President will schedule time away from their regularly scheduled job at a time that is agreeable to the supervisor.

All Union stewards shall be compensated for all regular hours of work lost, not to exceed one (1) hour per week to do preliminary grievance investigations, at the regular straight time hourly rate of pay for all hours spent engaging in any Union activity; provided, however, the steward shall request approval from their immediate supervisor before leaving the work site and notify the supervisor of the area of investigation and account for all time while engaged in such activity. The steward shall report off work prior to commencing such activity and back on work upon completion of such activity.

No request for Union leave shall be unreasonably denied. However, the supervisor reserves the right to make these decisions based on operational needs.

- B.** Bargaining Unit employees who are designated as the representatives of the Union on the Labor- Management Committee shall be compensated for all regular hours of work lost while attending such meetings at their regular straight time hourly rate of pay. This provision shall be applicable to the President, and time spent by the President while attending Labor-Management Committee meetings shall not be considered as part of the two (2) hours indicated in A. above.
- C.** Employees who are designated as the representatives of the Union during negotiations for a new Collective Bargaining Agreement shall be compensated for all regular hours of work lost while attending negotiation meetings with University representatives at their regular straight time rate of pay. It is understood that pay for representatives of the Union during such negotiations shall be limited to the President and one (1) negotiator.
- D.** Employees, including stewards, shall be compensated for all regular hours of work lost at their regular straight time hourly rate of pay for all meetings with University supervisory representatives at any step of the grievance procedure. Time spent by the President while attending such meetings shall be considered as part of the two (2) hours indicated in A above.

5.07 The Attorney for the Union may consult with employees in publicly accessible areas before the start of and at the completion of the day's work, if advance approval is requested by the Union and provided by the Assistant Vice President & Chief of Police. If the meeting extends beyond the employee's personal time, the Attorney must seek approval of the Assistant Vice President & Chief of Police, or in his/her absence, the Assistant Chief of Police prior to the employee's time to return to work.

Upon arrangement with the Assistant Vice President & Chief of Police or, in his/her absence, the Assistant Chief of Police, and notification to the designated Human Resources representative, at the request of the employees involved, the Attorney shall be permitted access to work areas and shall be permitted to attend meetings conducted by University officials with employees involving labor relations matters, for the purpose of addressing grievances, assisting in the settlement of disputes, and for the purpose of carrying into effect the provisions and aims of this Agreement. It is understood and agreed that such access shall be for reasonable periods and shall not unreasonably disrupt work activity.

5.08 It is understood that the privileges listed above do not authorize Union representatives or employees to be absent from their work station without authorization granted by their immediate supervisor or, in his/her absence, by their designated supervisor.

ARTICLE 6 – HOURS OF WORK AND OVERTIME

6.01 All hours worked in excess of forty (40) hours in a work week shall be considered as overtime and shall be paid at the rate of time and one-half the regular hourly rate. .

6.02 The working of additional time at straight time pay or reasonable overtime may be mandatory based upon management's discretion and operational needs. In such cases, additional time or overtime for full-time employees eligible under applicable maximum hour laws who are not on suspension or approved paid leave will be assigned, if necessary, in reverse seniority on a rotating basis. Mandatory additional time or overtime can be assigned in advance or in urgent last-minute situations as needed.

Overtime is defined as additional time worked during a defined work week that exceeds forty (40) hours in duration and is therefore paid at time and one half pay. Additional time at straight time pay is defined as additional time worked by employees during a defined work week, in excess of thirty-five (35) hours but less than forty (40) hours.

If an employee agrees to work additional hours or overtime and then calls in sick during that assigned period, that employee may be required to provide adequate medical documentation to support their need to miss work.

6.03 The University may change the normal schedule of hours if necessary to meet the operational requirements of the job. When possible, the University will give notice to the employee and the union in the event of a change in the normal schedule of hours.

6.04 The University will continue to use part-time workers as needed to manage staffing issues.

ARTICLE 7 – SENIORITY

7.01 The job classifications within the Bargaining Unit are full-time officers and regular part-time officers (defined as officers who are regularly scheduled to work at least 20 hours per week).

7.02 A. “Bargaining Unit seniority” is defined as being the length of continuous service with the University in any position within the Bargaining Unit covered by this Agreement.

B. “Job classification seniority” is defined as being the length of continuous service with the University in a particular job classification within the Bargaining Unit covered by this Agreement.

C. “University seniority” is defined as the length of full-time continuous service with the University.

D. “Continuous service” is service not broken since an employee’s fulltime date of hire.

When two or more employees are determined to have the same seniority date, for purposes of differentiating, the employee whose name falls first alphabetically shall be considered to carry the higher position in seniority.

7.03 There shall be a probationary period of twelve (12) months from the date of hire to allow the University to determine the fitness and adaptability of any new employee it may hire to do the work required, during which time the new employee shall accumulate no seniority, nor will their qualifications to do the work for which they were hired or their discharge or layoff be a subject of a grievance under the terms of this Agreement. If, however, such employee is retained beyond this twelve month period, their seniority shall be computed as of the date of their hire.

7.04 When a reduction in the staff is to take place the University will:

(1) Determine staffing requirements in each job classification.

(2) Reduce/layoff employees in each job classification on the basis of their Bargaining Unit seniority i.e., the employee(s) in the job classification being reduced will be selected on the basis of their Bargaining Unit seniority. The employee with the least Bargaining Unit seniority is the individual reduced/laid off from the job classification.

7.05 Employees who are on layoff status as a result of this procedure will retain recall rights for one year from the date of layoff. Recalls will be in the reverse order of layoff. In recalling employees the University will, if possible, give at least seven (7) calendar days notice of the date of return to work. It is recognized that there can be situations when such notice cannot be given. Recalled employees must accept or refuse the recall opportunity within 72 hours by providing their answer in writing to the designated H.R. Representative.

7.06 All seniority rights shall be broken and lost if the employee:

A. Resigns or is terminated for just cause.

B. Is on layoff for a period of time equal to his/her length of service or twelve (12) months, whichever is lesser.

C. Fails to report for work following a leave of absence. (The provisions of Section 7.06 (G) shall also be applicable).

- D.** Fails to report for work as scheduled after an extended break. Or, if the employee fails to report for work after a certified letter has been mailed or dispatched to him/her at the last available address as shown on the personnel records of the University in the event of recall from layoff.
- E.** Is absent from work for a period of time equal to their length of service or twelve (12) months, whichever is the lesser, due to sickness or accident when such are due to non-occupational causes.
- F.** Requires more than one (1) year leave of absence (including intermittent and consecutive FMLA, suspensions, and regular sick time) over a two (2) year period of time (including intermittent and consecutive FMLA, suspensions, and regular sick time). This period of absenteeism will be counted as the 12-month medical leave for which employees are allowed.
- G.** Is absent from work for any reason for two (2) consecutive scheduled work days without reporting such absence or the reasons thereof to the University either prior to or during such absence.

7.07 Employees promoted out of the Bargaining Unit into a supervisory position shall retain their seniority within the Bargaining Unit while serving in such position for a one (1) year period.

7.08 The University may require employees to do various job assignments within their job classification.

7.09 In situations where a temporary transfer involves a change of shifts, the University will offer such transfer to employees in the classification by seniority and in the absence of a voluntary transfer, the least senior employee in the classification will be required to take the transfer.

ARTICLE 8 – ASSIGNMENT AND SHIFT PREFERENCE

8.01 Consistent with the UDPD's management rights, the following terms shall apply:

In the event of a declared state of emergency, riot, natural disaster, pandemic, terrorist attack, unruly demonstrations, or other significant emergency, the Assistant Vice President and Chief of Police or Captain may change the posted schedule, vary hours, and eliminate days off. Schedule changes may also occur for special events, training, and manpower shortages. Personnel designated as sergeants and administrators (detectives, captains, assistant chief, and chief) may be assigned shifts, hours of work and days off. Officers assigned to special units or assignments may be assigned varying hours, as well as sergeants and administrators. The Chief of Police or Captain may assign Patrol Officers to supervise a shift in absence of a Sergeant. During these shifts said officers will be designated the OIC, Officer in Command. The Officer in Command will direct and manage the shift and patrol officers working said shifts will follow the command of the OIC. OIC's may be assigned to manage shifts on a regular or occasional basis. The Chief of Police or Captain will generally assign officers to the role of OIC based on officer desire, experience, and the needs of the department. The Assistant Vice President and Chief of Police or Captain may assign any department member to act as OIC if deemed necessary.

8.02 Shift preference selection during the term of this Agreement shall be by job classification seniority under the following conditions:

- A. On a yearly basis, employees shall submit their preferred scheduled shift.
- B. The University shall have the right to temporarily assign any employee to another shift in their job classification when establishing a new department and/or job classification on a shift and to require the employee assigned to remain on such shift for a period not to exceed thirty (30) work days. No employee shall be temporarily assigned to a different shift more than thirty (30) work days during any calendar year, except if there are extenuating circumstances and/or an unforeseen staffing shortage, the Assistant Vice President and Chief of Police may assign an employee to another shift to meet operational demands. If such a situation occurs then the assignment(s) will be based on job classification seniority. The University shall give any employee temporarily assigned to another shift pursuant to this article at least twenty-four (24) hours' notice of such temporary shift change.

ARTICLE 9 – GRIEVANCE PROCEDURE

9.01 It is the desire of The University of Dayton and the Union to encourage discussions between supervisors and employees regarding employee problems. The intention is to provide an orderly process for resolving disputes. The Union is considered the prime representative of employees in grievance matters. Employees may choose to have the Union represent their interests or may choose not to have the Union or a steward present during the grievance process; however, the University will notify the Union of all formal grievance hearings so that it may confirm the Union's participation with the employee(s).

9.02 A "grievance" is defined as an alleged violation of the Articles of this Agreement.

9.03 Any alleged violation of this Agreement and resulting questions that may arise concerning the interpretation or application of this Agreement shall be handled as provided herein. No grievance, however, will be accepted if the action in question occurred more than 14 calendar days prior to the employee initiating the grievance process, regardless of when the employee or the Union acquired knowledge of the facts which serve as the basis of the complaint.

Any employee who believes he/she has a valid dispute must first notify their Sergeant by email of their complaint and discuss the matter fully with him or her. If, after discussion, the dispute is not resolved, the employee must ensure that the Sergeant is aware that such discussion is intended to represent the beginning of the grievance process. This email notification to and discussion with the Sergeant must occur within seven (7) calendar days after the employee involved knew or should have known of the facts which serve as the basis of the complaint. The employee has the right to have their Union Steward present during such a discussion, if the employee so desires. Reasonable effort shall be made by all parties to resolve the dispute at this level.

Step 1. If the matter is not resolved by the discussion with the Sergeant, then the grievance may be submitted in writing and presented by the employee and/or the Union Steward to the Assistant Chief of Police within twelve (12) calendar days after the employee involved knew or should have known of the facts which serve as the basis of the complaint. If the written grievance does not provide necessary specifics regarding the actions in question, the grievance form will be returned to the steward who will be required to complete the form with additional information and return it to the Assistant Chief of Police within two (2) work days after it was returned to the steward. A meeting shall be held between the Assistant Chief of Police and/or their representative, the grievant, and the grievant's Union Steward, if the employee wishes the Union Steward to be present. This meeting must be held within seven (7) calendar days after the receipt of this grievance by the department supervisor. The Assistant Chief of Police shall give an answer to the grievance, in writing, to the employee involved, with a copy to the President and Steward involved, if any, within seven (7) calendar days from the date this meeting is held.

Step 2. If the grievance is not resolved at Step 1, the President of the Union and/or the grievant may, within seven (7) calendar days after receiving the Step 1 answer, provide the written grievance to the Assistant Vice President & Chief of Police. The Assistant Vice President & Chief of Police and/or representative(s) shall meet with the employee and the Union Steward, if the employee wishes for the Union Steward to be present, within seven (7) calendar days after being notified

in writing of the grievance. The Assistant Vice President & Chief of Police must, within seven (7) calendar days after this meeting is held, issue a written decision to the employee and the President.

Step 3. If the grievance is not resolved at Step 2, the Union may, within seven (7) calendar days after the Step 2 answer is given, refer the matter in writing to the designated Human Resources Representative, with grievance attached. A meeting shall be held between the grievant, the President of the Union, and Assistant Vice President & Chief of Police, and the designated Human Resources Representative. This meeting must be held within seven (7) calendar days after the receipt of the grievance by Human Resources. The answer of the University to the grievance shall be given, in writing, to the employee involved, with a copy to the President of the Union, within seven (7) calendar days after this meeting is held.

9.04 In the event of the failure of the Union to comply with the time limitations herein provided, unless extended in writing by mutual agreement, the grievance shall be deemed to have been withdrawn by the Union

9.05 The University and the Union shall have the right to waive any step of this grievance procedure. In the event the University and the Union agree to waive any step of this grievance procedure, such agreement must be in writing and signed by a representative of both parties to be effective.

9.06 Grievance Mediation

- A. Grievance mediation is available to the parties after Step 3 of the grievance process.
- B. Grievances may be referred to the Federal Mediation and Conciliation Services for mediation if both parties mutually agree in writing to mediate a particular grievance.

ARTICLE 10 – ARBITRATION PROCEDURE

- 10.01** If the grievance remains unsettled following the Steps of the grievance procedure outlined above, the Union shall have the right to use the arbitration procedure as provided herein.
- 10.02** Arbitration must be requested in writing within fifteen (15) calendar days after the answer was given under Step 3 of the grievance procedure set forth above; otherwise, the matter shall be considered settled on the basis of the last answer given.
- 10.03** Within five (5) work days after notice requesting arbitration has been served, the parties shall meet to select an impartial arbitrator. If no agreement is reached at this meeting, the parties immediately and jointly shall request the Federal Mediation and Conciliation Service to submit the names of a panel of five (5) arbitrators from which the University and the Union shall alternately cross off one name, until one name remains, and this person shall be the arbitrator. If no panel is received from the Federal Mediation and Conciliation Service within thirty (30) days of the request, the matter shall be submitted to the American Arbitration Association from the Federal Mediation and Conciliation Service.
- 10.04** With the first list received from the Federal Mediation and Conciliation Service or the American Arbitration Association subsequent to the effective date of this Agreement on which the parties alternately reject the names of arbitrators, the Union shall reject the first name; and the next list received, the University shall reject the first name. The parties to this Agreement shall thereafter proceed in this alternating manner as additional lists are secured.
- 10.05** The selected arbitrator shall hold a hearing at a time and place to be determined by agreement of the parties and the arbitrator. The arguments and testimony presented at the hearing shall be taken stenographically before a court reporter authorized by law to administer oaths. The parties may submit post-hearing arbitration briefs simultaneously no later than thirty (30) days after the close of the arbitration hearing, and it is expected that the arbitrator will render their decision within thirty (30) days after the briefs have been submitted (or a within 30 days after the deadline to submit briefs, if no briefs are submitted). The decision of the arbitrator shall be final and binding upon the parties; provided, however, that the decision of the arbitrator may be confirmed, modified, or vacated in accordance with Ohio Revised Code sections 2711.09, 2711.10, and 2711.11. The parties hereto shall equally share the expenses and fees of the arbitrator and the court reporter's attendance. Each party shall bear its own cost for the court reporter's transcription of the hearing and for copies of the transcript.
- 10.06** The arbitrator shall not have the power to add to, subtract from, or modify this Agreement. All grievances and disputes between the parties as to the interpretation or application of this Agreement shall be subject to arbitration as herein provided. The general wage scale and all other economic issues, as well as the extension, negotiation, or renewal of this Agreement, shall not be subject to arbitration.

ARTICLE 11 – NO STRIKE OR LOCKOUT

- 11.01** It is agreed that, during the life of this Agreement, there shall be no lockout on the part of the University, nor any strike, work stoppage, work slowdown, or other interruption of work for any cause whatsoever by the employees or the Union.
- 11.02** The Union agrees that it will not encourage, sanction, or approve any strike, work stoppage, work slowdown, or other interruption of work during the life of this Agreement. On the contrary, the Union will actively discourage and publicly denounce any strike, work stoppage, work slowdown, or other interruption of work in violation of this Agreement.
- 11.03** Any unauthorized strike, work stoppage, work slowdown, or other interruption of work during the life of this Agreement shall constitute cause for discharge or other disciplinary measures of the employee or employees who actively participate therein or are responsible therefore, as the University may in its exclusive discretion determine, subject to the grievance and arbitration procedures only on the question of whether such employees actively participated in or were responsible for the said strike, work stoppage, work slowdown, or other interruption of work.
- 11.04** In the event any action is taken by the Union or by any employee or employees in the Bargaining Unit in violation of this article, the University shall have the right to schedule a normal resumption of operations, and such action shall not be deemed a lockout under this Agreement; provided, however, such a resumption of normal operations shall be accomplished as soon as possible.

ARTICLE 12 – LABOR-MANAGEMENT COMMITTEE

12.01 It shall be the express purpose of this Committee to build and maintain a climate of mutual understanding and respect in the solution of common problems. In the interest of sound employee relations, a joint committee of not more than six (6) participants, half of whom shall be designated by the University, and half of whom shall be designated by the Union, which must include the President of the Union, may convene once every six (6) months for the purpose of discussing subjects of mutual concern and of a broad base relevance not in the formal grievance procedure. A Union representative and a University representative shall alternately chair the meetings and prepare the agenda. Such agenda shall be furnished to all members of the Committee at least five (5) working days in advance of the scheduled meeting.

The participants in this committee shall be limited to:

1. Employees and official Union officers.
2. Management of the University.

12.02 Nothing in Section 12.01 shall prohibit the parties from mutually agreeing to special meetings of the Labor-Management Committee.

ARTICLE 13 – BENEFITS

13.01 All employees shall receive the same benefits provided for in the BENEFITS AND LEAVES OF ABSENCE HANDBOOK FOR NON-EXEMPT STAFF unless otherwise specified in this Agreement.

13.02 Group Life Insurance

In addition to the group life insurance benefit provided for in the BENEFITS AND LEAVES OF ABSENCE HANDBOOK FOR NON-EXEMPT STAFF, all employees will receive an additional \$10,000 of group life insurance.

13.03 Court Appearance Pay

Any employee who is required to appear in court on behalf of the University outside the employee's scheduled work time shall receive a minimum of three (3) hours of straight-time pay.

13.04 Emergency Call-in Pay

Any employee who is required to report to work outside the employee's scheduled work time shall receive a minimum of three (3) hours of straight-time pay.

13.05 Service Weapon

Upon retirement from the University, employees shall have the option to purchase their service weapon from the University for the amount of one dollar (\$1.00).

The University disclaims all liability and responsibility after this transfer of ownership regarding the Firearm, including its possession, storage, use, transfer or transport, and including any and all consequential and/or incidental damages or any losses, regardless of character, associated with the firearm.

13.06 Workers' Compensation

Provided there is work available to be performed that meets the restrictions established by the care provider who provided the release to return to work, any employee released to return to work with light-duty restrictions will be granted temporary light-duty work, not to exceed six (6) weeks.

When an employee who is performing duties unique to law enforcement (e.g. pursuit of or restraining a suspect) suffers an injury or contracts an occupational illness (directly related to contact with blood or body fluids or exposure to hazardous materials) in the course of and arising out of their unique duties with the University, and then uses accrued sick, and/or vacation time for the purpose of maintaining their paid status while awaiting the certification of a workers' compensation claim, such time shall be credited to their sick and/or vacation balances, in the same amount and manner the time was used.

The Bureau of Worker's Compensation prohibits employees from receiving both temporary total compensation (worker's compensation pay) and wages or sick/vacation leave pay from the employer for the same time period. Therefore, when an employee is eligible for and elects to receive temporary total compensation (worker's compensation) and has already received sick/vacation leave pay for the same time period, they must pay back the wages received prior to payment of temporary total compensation being issued.

ARTICLE 14 – EQUIPMENT AND UNIFORMS

- 14.01** With the implementation of a "mandatory wear" body armor policy, the University will pay for each employee's personal body armor. Mandatory wear shall be adhered to so long as the University provides body armor. Employees will be eligible for new body armor five (5) years from the manufacture date on the body armor.
- 14.02** The University shall acquire and provide tasers to each employee, for law enforcement use while on duty. It shall be the responsibility of the University to maintain this equipment, and to provide any required training.
- 14.03** Employees are required to wear uniforms provided by the University while on duty. Uniforms may include; long-sleeve uniform shirts, short-sleeve uniform shirts, a UDPD coat or jackets, uniform pants, bike uniforms, and a hat (ball caps/woolen winter hats/uniform hats).
- 14.04** Each Bargaining Unit member shall receive a uniform allowance of seven hundred fifty dollars (\$750.00) every year, on the anniversary date of their hiring date.

ARTICLE 15 – RESIDENCE

15.01 Unless required by law or for the benefit of the employee, at no time will an employee's home address and/or telephone number be released outside of the University.

ARTICLE 16 – DISCIPLINE AND DISMISSAL PROCEDURE

16.01 The University will take corrective action or discipline to prevent or respond to the nature and severity of the offense, the employee's prior record, and the employee's performance. The University will not be precluded from discharging an employee or administering other substantial forms of discipline despite the absence of any prior disciplinary record when warranted by the nature and/or severity of the offense or deficient performance.

A. Corrective Action:

Possible corrective actions may include, but are not limited to, coaching, counseling, verbal discussion, and/or performance improvement plans. Coaching and counseling efforts are educational discussions between management and an employee, and are intended to assist the employee in improving their work performance or behavior. Such actions are not a form of discipline or a required part of the formal progressive disciplinary steps.

B. Disciplinary Action:

Prior to official disciplinary action, unless the safety or well-being of an individual is jeopardized, an investigative meeting should occur during which the supervisor and the employee discuss the problematic conduct or performance. Employees are permitted union representation to include a union steward during such meeting, however, the meeting will not require advance notice to the employee of the purpose, time and/or date of the meeting.

Possible disciplinary actions may include, but are not limited to, a verbal reprimand in writing, suspension, reduction in pay, demotion, or dismissal.

Formal discipline is progressive action taken with regard to an employee's work performance or behavior. Coaching and counseling sessions are not required before formal disciplinary action can commence. Steps in the progressive disciplinary process may be skipped and more severe discipline or discharge imposed, depending upon the seriousness and/or repetition of the offense or deficient performance. Disciplinary actions shall be documented and copies shall be given to the employee and the Union.

In situations where disciplinary action is necessary, the employee will be given twenty-four (24) hours written notice of the disciplinary notification meeting so that he/she may obtain appropriate union representation for the meeting.

16.02 Upon written request from the employee, after two (2) years from the date of issue, written records of discipline may be removed from the employee's records and file. Such action will be at the discretion of the designated H.R. Representative who will assess the nature and extent of the situation/discipline on record. Once removed, any written record of discipline may not be considered in subsequent determinations of discipline. In accordance with applicable legal requirements and the University's record retention policy, any disciplinary entry that is removed from an employee's personnel file shall be maintained in a separate file.

16.03 In the event that discipline is rendered against an employee and results in a suspension, the employee shall have the option of forfeiting accrued vacation hours for purposes of receiving

pay. This shall not exceed five (5) vacation days within a twelve (12) month period, and will not be considered as time worked for purposes of overtime and/or holiday pay, or the accrual of sick and vacation time. The suspension shall constitute discipline of record and shall be noted accordingly in the employee's file. No loss of seniority shall occur should the employee choose this option.

In the event that discipline is rendered against an employee and results in termination, the employee is responsible for contacting their supervisor to arrange for the return of University property.

16.04 Nothing in this Article limits a supervisor's ability to informally deal with employee concerns, training, performance or behavior issues.

ARTICLE 17 – GENERAL PROVISIONS

- 17.01** All work rules established by the University shall be in writing, shall embody principles of corrective discipline, and shall be communicated to the employees. All such rules shall be uniformly applied and shall not conflict with any of the provisions of this Agreement. Where it is determined that obvious areas of conflict exist, this Agreement will prevail.
- 17.02** No employee shall suffer any reduction in wages or reduction in benefits because of the signing of this Agreement, except where specifically provided for in this Agreement.
- 17.03** The University and the Union acknowledge that during their negotiations that resulted in this Agreement, each of them had the unlimited right and opportunity to make bargaining proposals on any subject not removed by law from the area of collective bargaining, and that the entire understandings and agreements they reached after exercising this right and opportunity are set forth in this Agreement. Accordingly, except as otherwise expressly provided in this Agreement, or unless by mutual consent in writing, the University and the Union, for the duration of this Agreement, voluntarily and unequivocally waive the right, and each agrees the other shall not be obligated, to bargain collectively or individually with regard to any subject matter that is covered by or referred to in this Agreement, and with regard to any subject matter that is not covered by or referred to in this Agreement even though such subject matter may not have been within the contemplation of or knowledge of either or both parties at the time they negotiated and executed this Agreement. This Agreement contains the entire agreement between the University and the Union regarding the subject matter contained in this Agreement, and it supersedes all oral and written understandings and agreements between the University and the Union that are not contained in this Agreement. The University and the Union each acknowledge that in executing this Agreement, neither they nor any of their agents or representatives are relying on or have relied on any oral or written representation or statement other than those that are set forth in this written Agreement.
- 17.04** The performance of normal Bargaining Unit work by supervisors shall be limited, but permissible for:
- 1) Operational needs;
 - 2) Purposes of training and instructing employees;
 - 3) Emergencies; or
 - 4) When Bargaining Unit employees are unavailable.
- 17.05** In the event of a voluntary employee resignation, the employee is responsible for contacting their supervisor to arrange for the return of university property.

ARTICLE 18 – WAGES

18.01 Wage rates for employees shall be as set forth in Appendix A attached hereto and made a part hereof.

18.02 **Wage Provision**

Refer to Appendix A for the wage range information effective January 1, 2024.

In 2024, 2025, 2026, and 2027, if, based on the economy and budgetary factors, the University grants an overall pay increase, all Bargaining Unit employees will receive the same increase in their wages effective when the University's increase is administered.

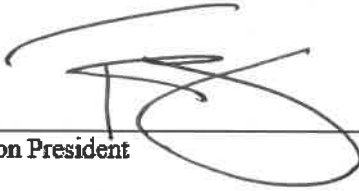
Salary of individuals with law enforcement experience may be considered at a higher step based on the Vice President of Human Resource's discretion.

ARTICLE 19 – DURATION OF AGREEMENT

19.01 This AGREEMENT shall be effective from 12:01 A.M., January 1, 2024 , and shall remain in effect until 12:01 A.M., December 31, 2027, and thereafter for successive periods of twelve (12) months, unless either party to this AGREEMENT, on or before sixty (60) days prior to the expiration of any such period, notifies the other party, in writing, of its intention to terminate this AGREEMENT or to amend any terms thereof at the conclusion of any such period; provided, however, this AGREEMENT is subject to being reopened for the limited purpose set forth in Section 17.03. Upon receipt of such notices, a conference shall be arranged between the parties hereto within twelve (12) calendar days immediately thereafter to be held at a time mutually agreeable to the parties.

Entered into this 20th day of December, 2023 by:

**UNIVERSITY OF DAYTON
POLICE OFFICERS ASSOCIATION**



Union President

**UNIVERSITY OF DAYTON
300 College Park
Dayton, Ohio 45469-1614**



Vice President for Human Resources



Union Committee Member



Director, Employee & Labor Relations



Assistant Vice President & Chief of Police -
Public Safety

APPENDIX A

Base Rate Structure

Officer One (FTO Phase)	\$30.00/hr.
Officer Two (FTO Phase Completed)	\$33.00/hr.
Officer Three (One Year of Service)	\$35.00/hr.
Officer Four (Three Years of Service)	\$38.00/hr.
Officer Five (Five Years of Service) (top out)	\$41.00/hr.