



## Collective Bargaining Agreement

Between

The University of Toledo

And

Fraternal Order of Police, Ohio Labor Council, Inc.

Effective January 1, 2023 – December 31, 2025

## TABLE OF CONTENTS

Article #	Article Title	Page #
1	Union Recognition	1
2	Management Rights	1
3	No Strike – No Lockout	2
4	Union Representation	2
5	Nondiscrimination	3
6	Labor-Management Meetings	3
7	Dues Deduction	4
8	Discipline	5
9	Probationary Periods	6
10	Grievance Procedure	6
11	Seniority	9
12	Layoff and Recall	10
13	Drug and Alcohol Testing	10
14	Hours of Work and Overtime	10
15	Holidays	11
16	Vacation Leave	12
17	Sick Leave	13
18	Bereavement Leave	14
19	Occupational Injury Leave	15
20	Family and Medical Leave	16
21	Unpaid Leave of Absence	16
22	Jury Duty	16
23	Conflict with Law and Separability	17
24	Entire Agreement	17
25	Call In/Court Time Pay	18
26	Personnel Files	18
27	Bulletin Board	19
28	Insurance	19
29	Wages	22
30	Work Rules	23
31	Contracting Out	23
32	Shift Fill/Overtime	23
33	Parking	24
34	Educational Benefit	24
35	Uniforms	25
36	Duration	25
37	Immunizations	25

**ARTICLE 1**  
**UNION RECOGNITION**

**Section 1.1.** The Fraternal Order of Police, Ohio Labor Council, Inc. (“FOP”) is recognized as the sole and exclusive representative for negotiating wages, hours, and terms and conditions of employment for all part-time and full-time Security Officer I’s on the University of Toledo’s Health Science Campus, and excluding all other employees of the University including but not limited to Security Officer II’s, supervisory, management, confidential, seasonal and temporary employees, as certified on or about April 22, 2016, by the State Employment Relations Board in Case No. 2015-REP-05-0053. The University will not recognize for the term of this Agreement any other union or association of employees as the representative for Security Officer I’s.

**Section 1.2.** In the event of a dispute between the parties as to future inclusions or exclusions from this unit resulting from the establishment of new or changed classifications or titles, either party to this Agreement may apply to the State Employment Relations Board for resolution of the dispute.

**Section 1.3.** The Employer will furnish the FOP with a list of all bargaining unit employees, indicating their starting date of employment. Such list will be furnished no less than annually and will be supplemented by the names of all new employees as hired.

**ARTICLE 2**  
**MANAGEMENT RIGHTS**

**Section 2.1.** Except as specifically modified by this Agreement, the Employer shall have the exclusive right to manage the operations, control the premises, direct the working force, and maintain the maximum efficiency of operations, including but not limited to the right to:

- A. Supervise, evaluate, hire, suspend, discipline, demote, and discharge for just cause, transfer, layoff, assign, schedule, and promote or retain employees;
- B. Promulgate and enforce reasonable employment rules and regulations;
- C. Determine employees fitness to perform the essential functions of the position;
- D. Determine the adequacy of the workforce;
- E. Assign overtime in the manner it deems appropriate except as modified by this Agreement;
- F. Determine the manner in which all work is to be performed including the size and duties of the workforce, and effectively manage the workforce.

**Section 2.2.** Furthermore, the FOP recognizes and accepts that all rights, powers and authority of the Employer not expressly limited herein shall remain with the Employer pursuant to Ohio Revised Code 4117.08(C).

### **ARTICLE 3** **NO STRIKE — NO LOCKOUT**

**Section 3.1.** Inasmuch as this Agreement provides machinery for the orderly resolution of grievances, the Employer and the FOP recognize their mutual responsibility to provide for uninterrupted services.

**Section 3.2.** The FOP agrees that neither it, its officers, agents, representatives, or any employees covered by this Agreement will, directly or indirectly, call, finance, sanction, authorize, instigate, cause, aid, condone, or participate in any strike, partial strike, slowdown, walkout, concerted “sick leave” or mass resignation, work stoppage or slowdown, or other interference with the normal operations of the University for the duration of this Agreement.

**Section 3.3.** In the event of a violation of Section 3.2, the Union and its officers and/or stewards shall promptly notify striking employees that they are required to return to work, and if they refuse, they are subject to the provisions of Section 4117.23 of the Ohio Revised Code and that breach of this Section shall constitute proper charge for disciplinary action.

**Section 3.4.** The Union and its officers and/or stewards shall, at all times, cooperate with the University in continuing operations in a normal manner and shall actively discourage and attempt to prevent any violation of the “no-strike” clause.

**Section 3.5.** The Employer agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of members of the FOP as a result of a labor dispute with the FOP, provided the FOP members are not in violation of Section 3.2 of this Article.

### **ARTICLE 4** **UNION REPRESENTATION**

**Section 4.1.** The parties recognize that it may be necessary for an employee representative of the Union to leave a normal work assignment while acting in the capacity of a Union representative. The Union recognizes the operational needs of the Employer and will cooperate to keep to a minimum the time lost from work by representatives. Before leaving an assignment pursuant to this section, the representative must obtain approval from the supervisor in charge of the shift. The Employer will compensate a representative at the normal rate for the time spent in good faith processing of grievances, and at any meetings at which the Employer requests a representative be present during his regular working hours. Upon twenty-four (24) hours advance notice, the Employer will grant reasonable access to staff representatives or off-duty employee representatives of the FOP to attend meetings or perform duties, to the extent such meetings, grievances, or duties are specifically allowed by this Agreement.

**Section 4.2.** The FOP shall provide the Employer an official roster of its local officers, assigned FOP representatives and stewards, which shall be kept current at all times by the FOP and shall include the following:

- A. Name;
- B. Union position held;
- C. Work address and phone number of staff representative(s).

**Section 4.3.** The FOP agrees that no representative, either employee or staff representative, shall interfere with, interrupt, or disrupt the normal work duties of employees.

## **ARTICLE 5 NONDISCRIMINATION**

**Section 5.1.** The parties hereto declare that there shall be no discrimination against any employee because of age, race, sex, color, creed, national origin, sexual orientation, marital status, religion or because such employee is a qualified individual with a disability, or membership or non-membership in the Union. No employee shall be coerced or required to join or refrain from joining the Union.

**Section 5.2.** The University of Toledo does not discriminate in its employment practices or in its educational programs or activities on the basis of sex/gender. The University of Toledo also prohibits retaliation against any person opposing discrimination or participating in any discrimination investigation or complaint process internally or externally. Reports of sexual harassment and discrimination questions regarding Title IX, and concerns about noncompliance should be directed to the Title IX Coordinator. For a complete copy of the policy or for more information, please contact the Title IX Coordinator <https://www.utoledo.edu/title-ix/> or the Assistant Secretary of Education within the Office for Civil Rights (OCR) <http://www.ed.gov/ocr> .

**Section 5.3.** All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

## **ARTICLE 6 LABOR-MANAGEMENT MEETINGS**

**Section 6.1.** The parties agree to meet quarterly, unless agreed otherwise, upon the request of the other to discuss matters which may include the following:

- A. Matters that may affect bargaining unit employees;
- B. Ways to increase productivity and improve effectiveness;

- C. Health and safety issues; and
- D. Matters of concern that are not the subject of threatened or pending grievance.

The party who requests the labor-management meeting shall provide the other party with a proposed agenda for the meeting specifying the topic(s) to be discussed in advance. Additionally, the FOP shall identify the names of up to three (3) FOP representatives and a FOP staff representative who will be attending. Such meetings shall normally be held during normal business hours unless otherwise mutually agreed. Such meetings are not intended to replace negotiations and are not to be used to alter or amend the basic Agreement. FOP employee representatives attending labor management meetings shall suffer no loss of pay to attend the meetings.

## **ARTICLE 7**

### **DUES DEDUCTION**

**Section 7.1.** The Employer agrees to deduct dues by payroll deduction from the wages and salaries of eligible bargaining unit employees who have clearly and affirmatively consented to such deduction in writing.

**Section 7.2.** Dues shall be paid over by the Employer by ACH payment or check once each month to the FOP at 222 East Towns Street, Columbus, Ohio 43215-4611 or such address as set by the FOP from time to time.

**Section 7.3.** The Employer shall not be obligated to make dues deductions from any employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues.

**Section 7.4.** The Employer shall be relieved from making such individual “check off” deductions upon an employee’s: (1) termination of employment; (2) transfer to a job classification outside the bargaining unit; (3) layoff from work; or (4) after revocation of the check-off authorization.

**Section 7.5.** Upon request, the employer shall provide the FOP/OLC with a roster of all bargaining unit employees.

**Section 7.6.** The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, regarding the deduction of Union dues. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claim, actions or proceedings by any employee, or any other person or entity, arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their deposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

**Section 7.7.** The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions, unless a claim is made to the Employer in writing sixty (60) days after the date of such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the Union dues deduction would normally be made by deducting the proper amount.

**Section 7.8.** The rate at which dues are to be deducted shall be certified to an official designated by the University by the Union one (1) month in advance.

## **ARTICLE 8** **DISCIPLINE**

**Section 8.1.** No employee shall, for disciplinary reasons, be reduced in pay, suspended without pay, or discharged except for just cause.

**Section 8.2.** The University recognizes the principle of progressive discipline and the Union recognizes the need to apply discipline consistent with the seriousness of the violation. Discipline may range from warnings to immediate discharge depending upon the specific actions, any prior disciplinary history, and other relevant considerations. Whenever the Employer determines that an employee may be reduced in pay, suspended without pay or terminated for disciplinary reasons, the Employer shall schedule a pre-disciplinary conference and notify the employee in writing of the charges that may form the basis for the disciplinary action together with written notification of the date, time, and place of the hearing.

The employee may choose to:

- A. Appear at the conference to present an oral or written statement;
- B. Appear at the conference and have one (1) union representative present an oral or written statement; or
- C. Elect in writing to waive the opportunity to have a pre-disciplinary conference.

Failure to elect one of these options will be deemed a waiver of the employee's rights to a pre-disciplinary conference.

At the conference, the employee shall have an opportunity to offer an explanation either orally or in writing to the charges prior to discipline being imposed, regarding the alleged misconduct. The employee may be accompanied by an FOP representative during such response, if desired. Failure to respond or failure to respond truthfully by the employee may result in additional disciplinary action. Upon the conclusion of the conference, a written report will be prepared by the person who conducted the conference concluding whether or not the alleged misconduct occurred. A copy of this report will be provided to the employee within ten (10) days following its preparation.

**Section 8.3.** In any investigatory interview between a bargaining unit employee and a member of the administration where it is reasonably expected that discipline of the employee being interviewed may result, the affected employee may request that a FOP Staff Representative be present.

**Section 8.4.** Disciplinary actions may be appealed through the grievance procedure. However, verbal or written reprimands may not be appealed beyond Step 2 of the grievance procedure.

## **ARTICLE 9 PROBATIONARY PERIODS**

**Section 9.1.** Every newly hired employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee receives compensation from the Employer as a Security Officer 1 and shall continue for a period of one hundred eighty (180) days. A newly hired probationary employee may be terminated for any reason at any time during the employee's probationary period and shall have no right to appeal under this Agreement.

## **ARTICLE 10 GRIEVANCE PROCEDURE**

**Section 10.1.** The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this Agreement.

**Section 10.2.** Where a group of bargaining unit members desire to file a grievance for a situation affecting more than one (1) member of the bargaining unit in a similar manner, one (1) member should be selected to file the grievance and each member who desires to be included in the grievance shall sign the one (1) grievance.

**Section 10.3.** All grievances shall contain the following information to be considered and must be filed using the grievance form mutually agreed upon by both parties and attached as Exhibit I:

- A. Aggrieved employee's name and signature;
- B. Aggrieved employee's classification;
- C. The date the grievance was discussed and the name of the supervisor with whom the grievance was discussed;
- D. The date the grievance was filed in writing;
- E. The date and time the grievance occurred;
- F. The location where the grievance occurred;



- G. A general statement of the incident or occurrence giving rise to the grievance;
- H. The specific Article(s) and Section(s) of the Agreement alleged to have been violated; and
- I. The desired remedy to resolve the grievance.

**Section 10.4.** All grievances must be processed at the proper step in order to be considered at subsequent steps. Any employee may withdraw a grievance at any point by submitting in writing a statement to that effect or by permitting the time requirements at each step to lapse without further appeal. Any grievance, which is not processed by the employee within the time limits provided, shall be considered resolved. Any grievance not answered by the Employer within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. All time limits on grievances may be extended upon mutual consent of the Employer and the Union, any such agreement shall be in writing and signed by both parties.

**Section 10.5.** When an employee covered by this Agreement chooses to represent himself in the presentation of a grievance, no adjustment of the grievance will be inconsistent with the terms of this Agreement. Prior to the adjustment of any such grievance, the appropriate FOP grievance representative will be notified of the right to be present at the adjustment.

**Section 10.6.** For purposes of this Article, a "day" shall be defined and shall mean calendar days excluding Saturdays, Sundays, or holidays as provided in this Agreement.

**Section 10.7.** Grievances must be submitted to the first step in the grievance procedure within ten (10) days of the incident giving rise to the grievance.

**Step 1.** Within the time limits stated above, the employee shall submit a written grievance to the Director of Hospital Security, or designee. It shall be the responsibility of the Director, or designee to investigate the matter and to provide a written response to the employee within ten (10) days following the day on which the matter was submitted to him.

**Step 2.** If the grievance is not settled at Step 1, the employee shall submit the grievance to the Director of Public Safety, or designee, within five (5) days of the receipt of the Step 1 response. The Director of Public Safety or designee shall provide a written response to the employee within ten (10) days following the day on which the matter was submitted.

**Step 3.** If the grievance is not settled at Step 2, the employee shall submit the grievance to the Director of Human Resources, or designee, within five (5) days within receipt of the Step 2 response and contact shall be made between the parties to schedule a meeting. The Director of Human Resources or designee shall provide a written response to the employee

within ten (10) days following the meeting on which the matter was submitted.

**Section 10.8.** The Union, based upon the facts presented, shall have the right to decide whether to arbitrate a grievance. Within ten (10) days from the date of the final answer on a grievance from the Employer, the Union shall notify the Employer of its intent to seek arbitration over an unresolved grievance.

**Section 10.9.** After receipt of a demand to arbitrate, the representatives of each of the parties (the FOP and the Employer) shall select an arbitrator. The arbitrator shall be selected in the following manner: The Federal Mediation and Conciliation Service (FMCS) shall be jointly requested to submit a panel list of nine (9) arbitrators from FMCS (Ohio). The parties shall alternately strike the names of the arbitrators until only one (1) name remains. Each party may once reject a list and request from the FMCS another list of names until a mutually agreeable arbitrator is selected. The parties may at any time mutually agree to an alternate arbitration service or method of selection of an arbitrator. The parties shall, provided there is mutual agreement, submit the matter to mediation pursuant to the rules of Federal Mediation and Conciliation Service prior to selecting an arbitrator.

**Section 10.10.** The arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of this Agreement, or to make any award requiring the commission of any act prohibited by law, or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

**Section 10.11.** The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the grievance is arbitrable. If the arbitrator determines that the grievance is within the purview of arbitrability, the grievance will be heard on its merits before the same arbitrator.

**Section 10.12.** The expenses of any non-employee witness shall be borne by the party calling the witness. The fees of any court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter, or request a copy of any transcripts. Any bargaining unit member whose attendance is required for such hearings shall not lose pay or benefits to the extent such hearing hours are during normally scheduled working hours on the day of the hearing.

**Section 10.13.** The decision of the arbitrator shall be final and binding on the grievant, the FOP and the Employer. The arbitrator shall be requested to issue his decision within thirty (30) calendar days after the conclusion of testimony and argument or submission of final briefs. The fees and expenses of the arbitrator shall be borne by the losing party.

## **ARTICLE 11** **SENIORITY**

**Section 11.1.** Seniority shall be defined as the uninterrupted length of continuous service in a full time or part time position based upon the initial date of hire in the bargaining unit. The following shall not constitute a break in continuous service:

- A. Absence while on an approved leave of absence;
- B. Absence while on approved sick leave or disability leave;
- C. Military leave; or
- D. A layoff of eighteen (18) months duration or less.

The following situations constitute breaks in continuous service for which seniority is lost:

- A. Discharge for just cause;
- B. Retirement;
- C. Layoff for more than eighteen (18) months;
- D. Failure to return to work within fourteen (14) calendar days of a recall from layoff;
- E. Failure to return to work at the expiration of a leave of absence; or
- F. An employee absent from work for three (3) consecutive working days without notification in accordance with departmental procedures will be considered a voluntary quit and will cancel all previous seniority.
- G. An employee in good standing under jurisdiction of this Agreement transferred or promoted to a position with the University not under this Agreement may be returned without loss of seniority already earned to the date of transfer.
- H. Resignation.

**Section 11.2.** Ties in seniority shall be broken by date of hire with The University of Toledo and/or predecessor of the University of Toledo, then alphabetically by surname, in that order.

**Section 11.3.** The Union shall post a seniority list once every six (6) months on the Union bulletin board showing the continuous service of each Bargaining Unit Member. One (1) Copy of the Seniority list shall be furnished to the Union Associate.

## **ARTICLE 12**

### **LAYOFF AND RECALL**

**Section 12.1.** No bargaining unit member shall be laid off unless the Employer established a lack of work, lack of funds, or job abolishment. The Employer shall utilize attrition prior to making any layoffs. All layoffs shall be made in accordance with seniority, the least senior Security Officer being laid off first. Such bargaining unit member shall retain all recalling rights as provided in this Agreement.

**Section 12.2.** Bargaining unit members who are laid off shall have recall rights. Recall shall be in inverse order of the layoff or demotion. No person shall be hired in to a bargaining unit position while there are bargaining unit members on layoff.

**Section 12.3.** Failure to bump or failure to accept a recall to a part-time position shall NOT jeopardize an employee's recall rights to a full-time position.

**Section 12.4.** Employees who are laid off shall be placed on a recall list for a period of eighteen (18) months. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff.

**Section 12.5.** Notice of recall shall be sent to the employee by certified mail. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice return receipt requested, to the last mailing address provided by the employee.

## **ARTICLE 13**

### **DRUG AND ALCOHOL TESTING**

**Section 13.1.** Refer to the University policy regarding drug and alcohol testing.

## **ARTICLE 14**

### **HOURS OF WORK AND OVERTIME**

**Section 14.1.** Bargaining unit employees shall have the opportunity to select a shift preference once per year on the basis of seniority each December 1 for the following twelve (12) month periods. The Employer shall distribute the shift bid form (exhibit #2) on November 15<sup>th</sup> and once shift preference has been selected by December 1, the schedule for the following year shall be distributed by December 15<sup>th</sup>.

**Section 14.2.** All work in excess of forty (40) hours in any one week, shall be paid for at time and one-half (1½) the regular hourly rate. The work week shall be 12:00 midnight Saturday to 11:59 pm the following Saturday.

**Section 14.3.** Work schedules will be made available. Posted schedules may be changed depending on operational needs of the University of Toledo. The employer will give as much notice to an employee as is possible. The Employer maintains the right to establish or to modify work schedules. Changes in work schedules by the Employer are subject to five (5) days advanced notice when practicable to do so, except in the case of

emergency that does not permit such advance notice; however schedule changes cannot be made to avoid payment of overtime.

For changes in work schedule format, the Employer will provide a 28-day notice to the union and, if necessary, may meet to discuss changes prior to implementation.

**Section 14.4.** For purposes of overtime, holidays and vacation days, and other time off which an employee is entitled to, under this contract, shall be considered as time worked and shall be compensated for accordingly. Sick time used will not be counted in the calculation of weekly overtime.

## **ARTICLE 15** **HOLIDAYS**

**Section 15.1.** Employees shall receive holiday pay as defined below, for the following holidays, which shall be observed on the day indicated:

- New Year's Day
- Martin Luther King Jr. Day
- President's Day (Flex to Friday after Thanksgiving)
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Columbus Day (Flex to Christmas Eve)
- Veterans Day
- Thanksgiving Day
- Christmas Day

**Section 15.2.** For each holiday listed above, employees shall receive their regular daily rate of pay as holiday pay. Employees who work on a holiday shall receive time and one-half their hourly rate for all hours worked in addition to their holiday pay or they may be granted holiday compensatory time at time and one-half (1 1/2) in addition to the normal day of holiday pay provided the employee's total and overtime compensatory time does not exceed two hundred forty (240) hours.

**Section 15.3.** The holidays listed above shall be recognized on the actual day of the holiday. For the purposes of this section, the day on which the majority of hours of a shift are scheduled shall be considered the holiday when the shift spans two days.

**Section 15.4** In order to be entitled to holiday pay, the employee must work his/her last scheduled work day preceding the holiday and his/her first scheduled work day after the holiday unless on pre-approved leave. An employee shall not be paid for a holiday if the employee is in unpaid status (i.e. is on an unpaid or unapproved leave of absence), on the scheduled work day immediately preceding the holiday.

**Section 15.5.** Employees who work in excess of eight (8) hours on a holiday listed above shall continue to be paid at the holiday rate.

**ARTICLE 16**  
**VACATION LEAVE**

**Section 16.1.** Full-time employees are entitled to vacation with pay after one (1) year of continuous service with the Employer. The amount of vacation leave to which an employee is entitled is based upon the length of service with the Employer as follows:

<b><u>Length of Service</u></b>	<b><u>Vacation</u></b>
Less than one (1) year	none
One (1) year but less than eight (8) years 0.0388 times number of hours paid per year up to a max of	80 hours
Eight (8) years but less than fifteen (15) years 0.0575 times number of hours paid per year up to a max of	120 hours
Fifteen (15) years but less than twenty-five (25) years 0.0775 times number of hours paid per year up to a max of	160 hours
Twenty-five (25) years or more 0.0963 times number of hours paid per year up to a max of	200 hours

Each part-time employee who is scheduled to work twenty (20) hours or more per week shall accrue prorated vacation in accordance with above.

**Section 16.2.** Vacation leave shall accrue while an employee is in active pay status (e.g., hours worked, vacation leave, sick leave, paid military leave or any other paid leave status). No vacation shall be accrued while an employee is in an unpaid leave for more than fifty percent (50%) of the pay period.

**Section 16.3.** Generally, vacation leave shall be taken by an employee between the year in which it was accrued and the next anniversary date of employment. In no circumstance, may vacation be carried over more than three (3) years.

**Section 16.4.** Holidays enumerated in this Agreement shall not be charged to an employee's vacation leave.

Any employee hospitalized while on vacation shall, upon request and upon submission of sufficient evidence of the hospitalization, be entitled to change the employee's vacation status to sick leave for all days hospitalized. Upon submission of the request with evidence, any vacation charged to the employee for the duration of the illness will be restored to his credit.

**Section 16.5.** Vacation leave shall be taken in one (1) hour increments in accordance with the following guidelines for notification.

**Section 16.6.** Employees may request in writing, prior to February 15 of each year, the dates for that year during which they prefer to use their vacation. Such requests shall be honored on the basis of seniority. Management has until March 1 to return the approval or denial in writing to the employees. Any vacation requests made after February 15 shall be honored on the basis of the earliest application based on first come, first served. An employee shall not be permitted to take vacation leave prior to it being earned or if vacation time has been exhausted.

**Section 16.7.** Approval/denial for vacation request after February 15 shall be in writing to the employee within seven (7) calendar days from the submission of a request for vacation. Vacation request may be denied when submitted due to lack of availability of sufficient personnel to efficiently satisfy operational needs. Vacations shall not be involuntarily scheduled.

**Section 16.8.** After completion of one (1) year of service, employees who resign, retire, or are terminated are entitled to compensation, at their current rate of pay, for any earned but unused vacation leave to their credit at the time of separation. In the case of the death of the employee, the unused vacation leave credit of such employee shall be paid to the deceased employees' spouse or the estate if there is no surviving spouse.

## **ARTICLE 17** **SICK LEAVE**

**Section 17.1.** Sick leave shall be defined as an absence with pay necessitated by:

- A. Illness, injury, or pregnancy-related conditions of the employee.
- B. Exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of other employees.
- C. Examination of the employee, including medical, psychological, dental, or optical examination by an appropriate practitioner.
- D. Illness, injury, or pregnancy condition of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the employee's family member, which shall be defined as spouse, dependent children, mother or father.

**Section 17.2.** All bargaining unit members shall earn sick leave at the rate of four and six-tenths (4.6) hours for each completed and paid eighty (80) hours of service. Sick leave credit accrues for time in active pay status, including vacation and sick leave but no credit shall be given for hours worked in excess of eighty (80) hours per pay period as overtime.

Bargaining unit members shall be charged for sick leave only for days upon which they would otherwise have been scheduled to work.

**Section 17.3.** A bargaining unit member who is to be absent on sick leave shall so notify the supervisor at least two (2) hours before the start of his work shift each day he is to be absent, except in cases of extended illness where absence is expected, or in unusual circumstances beyond the control of the employee.

On the first day back to work following the absence the Employer shall require each employee to furnish a satisfactory written signed statement to justify the use of sick leave. If absence due to illness or injury is for three (3) consecutive working days or more, the Employer shall require the employee to obtain a certificate from a physician stating the nature of the illness or injury to justify the use of sick leave.

Failure to provide the written statement or obtain authorization for leave will result in loss of pay for the days the employee was absent.

**Section 17.4.** Any abuse of sick leave or the patterned use of sick leave shall be just and sufficient cause for discipline as described in this Agreement.

**Section 17.5.** An employee with ten (10) or more years of service with the Employer who retires from active service with the Employer, shall be paid for twenty-five percent (25%) of the value of the employee's accrued but unused sick leave, up to a maximum payment of twenty-five percent (25%) of one hundred twenty (120) work days (i.e. a maximum payment of 240 hours). Payment shall be based on the employee's base rate of pay at the time of retirement. As used in this Section, "retirement" means disability or service retirement under the Public Employees Retirement System.

## **ARTICLE 18** **BEREAVEMENT LEAVE**

**Section 18.1.** In the event of the death of an employee's spouse, siblings, child, mother, father, step-parent, grandfather, grandmother, father-in-law, mother-in-law, or person in loco parentis, such employee shall be granted up to five (5) days paid bereavement leave, consecutive and contiguous to the death, provided that such leave may be extended, but unpaid, based on individual circumstances. The employee may be required to provide a copy of the death notice as substantiation of the need for the bereavement leave.

Pay for such leaves shall be deducted from the employee's accumulated sick leave up to the maximum of hours scheduled on the days taken off. If sufficient sick leave is not available, the employee may be granted a leave of absence without pay for up to five (5) consecutive working days.

Bereavement leave is to be used exclusively to make funeral arrangements and to attend the funeral. The bereavement leave shall not extend beyond the date of the funeral, even if a balance of the five (5) days exists. If the funeral is out of town (500 miles round trip), one day from the balance of the initial five (5) days may be used for return travel.



## **ARTICLE 19**

### **OCCUPATIONAL INJURY LEAVE**

**Section 19.1.** Employees must notify supervision of intent to commence a disability leave related to an injury or occupational disease which has been allegedly sustained "in the course of and arising out of" their employment. Employees must provide a disability slip from a licensed physician which clearly shows a disability "from" and "to" date. Failure to do so may result in forfeiture of other protections contained in this article. Employees who notify supervision of such intent, and produce a valid disability slip, will automatically be paid sick time for up to 7 days (assuming that the employee has accumulated enough sick time hours) for disability periods which have been approved by the Physician of Record in their Bureau of Workers' Compensation claim.

**Section 19.2.** Employees are prohibited from collecting BWC benefits and sick pay concurrently by BWC and Industrial Commission rules. However, employees who have accumulated enough hours of sick time may arrange to continue to use sick time for BWC related disability periods longer than seven (7) days by notifying their supervisor in writing that they choose to do so, and by providing a valid disability slip. The extent of sick time used under this provision shall not exceed those hours used in the forty-five (45) work days immediately after the date of injury, at which point the employee must revert to BWC benefits. In the event that sick time is exhausted during this period, the employee may elect to use accrued vacation and/or compensatory time by notifying their supervisor. Neither vacation nor compensatory time used will be re-credited. Employees will continue to accrue sick time and vacation time for the period they have chosen to continue receiving sick time, vacation time, or compensatory time. When the employee reverts to BWC benefits, this accrual will cease. However, qualified employees shall continue to be carried on hospitalization benefits for up to one year (1) from the date of the injury. Employees will accumulate seniority for up to one year while on approved BWC disability leave.

**Section 19.3.** Employees with officially approved BWC claims may request that all sick time used during the forty-five (45) work days immediately following their injury be re-credited to their sick time balance. Periods considered will be those for which the employee has produced a valid disability slip which clearly states the "from" and "to" dates of the disability period, and is signed by the physician of record in the claim. Such requests will not be accepted until the claim has been finally adjudicated.

**Section 19.4.** Holidays which occur during the time the employee is carried on the regular payroll shall be compensated as a holiday and not charged to injury leave.

**Section 19.5.** Employees who return to work prior to the expiration of the forty-five (45) work day period provided herein, and then are disabled at a later date due to the same injury, may use the unused portion of the forty-five (45) work days and thereafter follow the procedure outlined in the Article.

**ARTICLE 20**  
**FAMILY AND MEDICAL LEAVE**

**Section 20.1.** Family and Medical Leave Act (FMLA):

Employees will be eligible for leaves under the Family and Medical Leave Act once they have completed twelve (12) months of employment (not necessarily continuous) with The University of Toledo, and have worked 1250 hours in the twelve (12) months preceding the date the leave is to begin. Employees not eligible for leaves under the Family and Medical Leave Act will be considered for other types of leave, as appropriate, according to other sections of this labor agreement or The University of Toledo policy.

For additional information regarding FMLA, please see relevant policy(ies).

**ARTICLE 21**  
**UNPAID LEAVE OF ABSENCE**

**Section 21.1.** An employee may request an unpaid leave of absence. At the Employers sole discretion, to include, the Director of Security or designee, the unpaid leave request may be considered and determination made. Such unpaid leave shall not exceed six (6) months in duration.

**Section 21.2.** An employee must request an unpaid leave of absence in writing at least thirty (30) days in advance; as is practicable if thirty (30) day notice is not possible.

**Section 21.3.** An employee may only use a leave of absence for the reason for which it was granted. If the Employer determines with good cause shown the leave is being used for a different reason, the Employer may require the employee to return to work or may discipline the employee up to and including termination of employment. An unpaid leave of absence shall not result in a loss of seniority. An employee, while on leave of absence without pay, does not earn sick leave or vacation time.

**Section 21.4.** An employee may not return from a leave of absence before the time granted for the leave expires without the permission of the Employer. The Employer will grant an early return provided such return does not cause an undue hardship for the Employer.

**Section 21.5.** All accrued paid time off shall be exhausted before unpaid leave is granted.

**ARTICLE 22**  
**JURY DUTY**

**Section 22.1.** Employees who are subpoenaed for jury duty or for a court appearance by the United States, the State, or any political subdivision and appears or performs such duty, such employee shall be compensated at their regular pay for the day the hours they would have been scheduled to work. Employee will not be compensated for any time lost for appearing in any civil or criminal court proceedings wherein they are the plaintiff or defendant.

**Section 22.2.** All compensation received from the summoning agency for such duty must be paid to the Employer unless such duty is performed totally outside the employee's normal working hours, except that the employee may elect to keep the compensation and forego the employee's pay for the time off.

**Section 22.3.** An employee must request advance notice for court leave when receiving a notice of jury duty or subpoena and must otherwise follow the same rules for requesting a leave of absence contained in this Agreement. The employee must submit such request immediately upon notification or subpoena from the appropriate court.

### **ARTICLE 23** **CONFLICT WITH LAW AND SEPARABILITY**

**Section 23.1.** The parties intend this Agreement to supersede and replace any state and local laws on the subjects covered by this Agreement. In the event any one or more provisions of this Agreement is or are deemed invalid or unenforceable by any final decision of a court or governmental agency, that portion shall be deemed severable from the rest of the Agreement and all such other parts of this Agreement shall remain in full force and effect. In such event, the Employer and the FOP will, at the request of either party hereto, promptly enter into negotiations relative to the particular provision(s) deemed invalid or unenforceable.

### **ARTICLE 24** **ENTIRE AGREEMENT**

**Section 24.1.** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understanding and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire Agreement between the Employer and the FOP and all prior Agreements, either oral or written, are hereby canceled.

**Section 24.2.** Therefore, the Employer and the FOP, for the life of this Agreement, each voluntarily and unequivocally waives the right, and each agrees that the other shall not be obligated to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement. This Agreement may only be amended or modified during the life of the Agreement by the express mutual written consent of both parties.

**ARTICLE 25**  
**CALL IN/COURT TIME PAY**

**Section 25.1.** Whenever an employee is required to appear in matters involving the University during the employee's regular off-duty time before any official court or before a prosecutor for pre-trial conference on matters pertaining to or arising from the employee's official duties, the employee shall be compensated for the actual time spent or for two (2) hours, whichever is greater, for each such appearance at the appropriate hourly rate.

**Section 25.2.** Any time an employee is called to work outside of the employee's normal work shift, the employee shall be guaranteed a minimum of two (2) hours work or pay at the appropriate hourly rate.

The minimum guarantee shall not be applicable to hours of work which are contiguous to the employee's regular work shift.

**ARTICLE 26**  
**PERSONNEL FILES**

**Section 26.1.** Each employee may inspect their own personnel file at any reasonable time during regular office hours, provided the employee gives the Employer reasonable advance notice. The employee may, upon request, receive one (1) copy of any materials in the employee's own personnel file annually at no cost to the employee that are not confidential records as defined by law.

**Section 26.2.** If an unfavorable statement or notation is in the employee's file, the employee may place a statement of rebuttal or explanation in the file.

**Section 26.3.** Upon written request to the Director of Security, a bargaining unit member may have records of disciplinary action removed from his or her personnel file in accordance with the following schedule:

- A. Verbal reprimands after one (1) year from the date of issuance provided there is no intervening disciplinary action taken during that time period.
- B. Written reprimands after two (2) years from the date of issuance, provided there is no intervening disciplinary action taken during that time period.
- C. Suspensions of less than thirty (30) days after three (3) years from the date of issuance provided there is no intervening disciplinary action taken during that time period.
- D. Suspensions of thirty (30) days or more after four (4) years from the date of issuance provided there is no intervening disciplinary action taken during that time period.

## **ARTICLE 27** **BULLETIN BOARD**

**Section 27.1.** The Employer agrees to provide the FOP with space for a bulletin board, provided that such bulletin board shall be used only for posting notices bearing the written approval of the Associate of the FOP or an official representative of the FOP, and shall be solely for FOP business. Additionally, no notice or other writing may contain:

- A. Personal attacks upon any person;
- B. Critical or derogatory attacks upon the Employer;
- C. Attacks on and/or favorable comments regarding a candidate for public office, or for office in any employee organization.

Upon notification from the Employer, the Union will remove any notice or other writing that is not in compliance with the foregoing.

**Section 27.2.** The Union bulletin board shall be kept separate from any other bulletin board which the Employer may have for its purposes. No FOP related material of any kind may be "posted" anywhere in the Employer's facilities or on the Employer's equipment except on the bulletin board designed for use by the FOP.

**Section 27.3.** Violation of any provisions of this Article shall subject the employee to progressive disciplinary action up to and including termination of employment.

## **ARTICLE 28** **INSURANCE**

**Section 28.1. Insurance Benefits:** Through the term of this Agreement, the University will provide bargaining unit members with insurance benefits consisting of the group medical, pharmacy, dental and vision plans, and plan design as offered to all other employees of the University.

All bargaining unit members hired after April 4, 2017, shall sign up for the Consumer Driven Health Plan offering (CDHP) as healthcare package. New employees will be covered by the benefits described in this Article beginning with the first day of employment provided they have properly and timely enrolled.

**Section 28.2. Employee Contribution:** A bargaining unit member will be responsible through payroll deduction on a pretax basis pursuant to the University's Section 125 Employee Benefit Plan to pay twenty percent (20%) of the total monthly premium cost of the University's plan that includes group medical and pharmacy, which the bargaining unit member elects. Part-time employees shall pay forty percent (40%) of the total monthly premium cost of the University's plan.

Full time employees will be responsible through payroll deduction on a pre-tax basis pursuant to the University's Section 125 Employee Benefit Plan to pay twenty percent

(20%) of the total monthly premium cost of the University's dental and vision plans which the bargaining unit member selects.

All part time employees will be responsible through payroll deduction on a pre-tax basis pursuant to the University's Section 125 Employee Benefit Plan to pay forty percent (40%) of the total monthly premium cost of the University's dental and vision plans which the bargaining unit member selects.

**Section 28.3. Prescription Drugs:** The prescription drug plan is bundled with a medical plan, meaning that the pharmacy benefit is available only if the employee has enrolled in a UT medical plan. Bargaining unit members shall fill all prescriptions using a UT pharmacy or a university – sponsored plan participating pharmacy. Bargaining unit members shall receive a fifteen percent (15%) discount on the prescription amount provided the script is written by a UTMC physician and filled at a UT pharmacy. Bargaining unit members who fill prescriptions outside of a UT pharmacy or a university-sponsored plan pharmacy will be responsible for the incremental cost over what would have been paid at a UT pharmacy.

Prescriptions may be filled for up to a 90-day period based on valid Physician order.

The formulary used will be the National formulary of the current prescription benefit manager including preauthorization, quantity management and Step Therapy protocols.

Non-specialty medication prescriptions may be filled at the UT pharmacies for up to a 90-day supply based on valid provider order. Specialty medications are limited to UT pharmacies and will be filled for a 30 day supply.

Over the counter drugs will not be covered under the prescription benefit.

**Section 28.4. Spousal Health Care Eligibility:** If a spouse has accessibility to medical and prescription drug insurance through their employer, they must enroll in that plan as primary of a minimum of single coverage. If the working spouse makes \$25,000 or less per year annually and health insurance through their employer would cost more than \$75/month for a single plan/employee contribution, they may be carried on UT's plan as primary.

**Section 28.5. Dependent Eligibility for Health Care:** Members who elect coverage through the University may also elect coverage for their dependents who are of ages 19 to 26 so long as their dependent meets the following criteria:

Aged 19-26 (end of calendar year they turned age 26)

- Not required to be a full time student
- Not required to be an IRS dependent
- Cannot be eligible for other employer sponsored coverage, regardless of cost
- Cannot be secondary on coverage

Persons who are dependents to members because of disability may be covered under

the member's health plan as a "dependent" regardless of age or student status with proper documentation as long as disability defined using Social Security's Disability definition and is determined prior to aging out at 26.

**Section 28.6. Life Insurance/Accidental Death and Dismemberment/Supplemental Life/Dependent Life:** The Employer will continue to provide members group term life and accidental death and dismemberment insurance at no cost to the member in the amount of at least 1.50 times annual base wage and longevity, rounded upward to the next highest 1,000. Supplemental and dependent life insurance may be purchased at group rates.

**Section 28.7. Retirement:** The Ohio Public Employees Retirement System (OPERS) as per statute. Employee contributions will continue to be "picked up" from the member's pay and paid to the retirement system on a pre-tax basis; in the alternate retirement plan, authorized by law and adopted by the UT Board of trustees pursuant to statute. Contributions to such alternate plan will be governed by the terms of the alternate plan adopted by the Board.

**Section 28.8. Tax Sheltered Annuities:** The Employer agrees that, pursuant to Internal Revenue Code (IRC) Section 403 (b), and subject to the restrictions and limitations outlined below, a member may enter into a salary reduction agreement pursuant to which the member will agree to have a reduction in the member's salary and the Employer will forward the amount equal to the reduction in the member's salary to an annuity contract or custodial account that is qualified under IRC Section 403 (b) (a "tax sheltered annuity" or "TSA"). The following restrictions and limitations apply with respect to such matters:

- A. The Employer may restrict the timing of the member's salary reduction elections to comply with the requirements of federal tax laws. Each member must enter into a written salary reduction agreement which is provided by the Employer.
- B. Members are responsible for limiting the amount of their contributions to the maximum amount that, under the federal tax laws, may be tax-deferred in any year. The Employer may, but is not required to, restrict or limit contributions on behalf of the members to the extent that it believes that the total contributions for a member will exceed the maximum tax-deferral limits in effect for any year.
- C. In accordance with ORC Section 9.91, the Employer may require all tax sheltered annuity providers or brokers to execute a reasonable hold harmless agreement protecting the Employer from liability. The Employer will make reports to the Internal Revenue Service (e.g., Form W-2's) and withhold federal, state school district and local income taxes and employment taxes as it believes it is required to do by law.

**ARTICLE 29**  
**WAGES**

**Section 29.1.** Effective January 1, 2023 and upon ratification by both parties and for the duration of this Agreement, the hourly wage rates and longevity are as set forth in the Table below.

**Section 29.2. Shift Differential.** Employees working during the hours of second or third shift, in addition to base pay, shall receive differential pay of \$1.00 per hour for each hour worked during those shifts.

**Section 29.3. Weekend Differential.** Employees working during the hours of 11:00 p.m. Friday to 11:00 p.m. Sunday, in addition to other compensation shall receive an additional \$1.00 for all hours worked during that period.

**Wage Table 1/1/2023-12/31/2025**

**2023**

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
15.30	15.81	16.32	16.83	17.34	17.85	18.36	18.87	19.38

**2024**

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
15.61	16.13	16.65	17.17	17.69	18.21	18.73	19.25	19.77

**2025**

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
15.92	16.45	16.98	17.51	18.04	18.57	19.10	19.63	20.16

**GENERAL WAGE INCREASE SCHEDULE (shown on the above wage table)**

<b><u>Contract Year</u></b>	<b><u>Wage Increase</u></b>
1/1/23-12/31/23	2.0%
1/1/24-12/31/24	2.0%
1/1/25-12/31/25	2.0%

Step 1 shall be the rate upon hire. Step 2 shall be the rate after successful completion of the employee's probationary period. Steps 3 through 9 shall be the rate upon each anniversary of the employee's successful completion of the probationary period.

**Longevity Table**

Longevity increment is added to the base hourly rate for years of service: maximum longevity increase is 10% for 20 years of service. In computing longevity pay the



classification salary base will be the minimum hourly rate (Step 1) of the pay range in which the employee is assigned at the time of computation.

service	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
% increase	2.5	3	3.5	4	4.5	5	5.5	6	6.5	7	7.5	8	8.5	9	9.5	10

### **ARTICLE 30 WORK RULES**

**Section 30.1.** The union recognizes the Employer has established work rules, regulations, procedures and policies in furtherance of its operations, and that it may from time to time promulgate additional reasonable rules, procedures, regulations and policies. Additionally, the Employer may cease, modify or amend its rules, regulations, procedures and policies as it deems necessary. The Employer will endeavor to notify the Union of any changes in work rules, regulations, procedures, and policies as soon as is practicable.

**Section 30.2.** Violation by an employee of any rule, regulation, procedure or policy, not expressly superseded by the provisions of this Agreement, shall be grounds for disciplinary action.

**Section 30.3.** For changes in work rules, the Employer will provide a 10-day notice to the union and, if requested, may meet to discuss changes prior to implementation. Work rules, regulations, procedures, and policies may not be grieved except to the extent they are arbitrary and capricious.

### **ARTICLE 31 CONTRACTING OUT**

**Section 31.1.** The parties do not intend to modify the University’s present practice on contracting out. The parties recognize that contracting out should be limited to work that the University determines cannot economically or efficiently be performed by Bargaining Unit Members.

**Section 31.2.** In the event of such contracting out or sub-contracting, the University will insure that no employee is laid off or takes a reduction in pay as a result thereof.

### **ARTICLE 32 SHIFT FILL/OVERTIME**

**Section 32.1.** It is the purpose of this section to provide a method of maintaining coverage for the hospital.

**Section 32.2.** When shift fill/overtime is required, the procedure shall be as follows:

- (a) On or off-duty Security Officer I's, regardless of shift, will receive first opportunity to volunteer for required overtime (by seniority). Part-Time Security Officer I's cannot average greater than thirty (30) hours per week in any given year.
- (b) When the Employer determines that it is necessary that employees stay and work beyond their normal quitting time, the on-duty least senior Security Officer I, on a rotating basis, will be required to stay to work.
- (c) Once an employee accepts overtime, absent extreme unforeseen circumstances, that employee will be responsible for securing another employee to replace him/her if he/she is unable to work the previously accepted overtime.

**Section 32.3.** Employees held over for short staffing for a minimum of two (2) hours shall be placed at the bottom of the mandate rotation. Employees who volunteer for four (4) hours or more shall be placed at the bottom of the mandate rotation. This list shall be updated by the Employer after each mandate.

**Section 32.4.** No employee will be required to work more than sixteen (16) consecutive hours unless in a case of dire unforeseen emergency, in which case the employee shall be entitled to double time for hours in excess of sixteen (16) consecutive hours.

### **ARTICLE 33 PARKING**

**Section 33.1.** Parking fees and administration for eligible bargaining unit members will be pursuant to Vehicle Traffic and Parking policy #3364-61-01.

**Section 33.2.** Bargaining Unit members who park or are expected to park a motor vehicle on University property shall purchase a parking permit. Permit holders are expected to comply with all parking and traffic regulations as currently issued or revised by the University.

**Section 33.3.** Notwithstanding the foregoing, for the duration of this Agreement, the University will offer bargaining unit members the opportunity to purchase a permit at the cost of the lowest rate offered to other bargaining unit recognized by the University.

### **ARTICLE 34 EDUCATIONAL BENEFIT**

**Section 34.1.** Members as well as spouses and dependents shall be eligible for the educational benefits provided by the Educational Assistance and Tuition Waiver Policy 3364-25-35 and the Institutional Aid Policy 3364-30-53.

**Section 34.2.** Should the University policies referenced above be changed, the Union will be notified at least 30 days in advance of the effective date of said changes and the University will meet to discuss the changes if so requested, provided further that

modifications offering greater benefits shall be available to the members pursuant to said policies.

### **ARTICLE 35 UNIFORMS**

**Section 35.1.** The University will provide all uniforms. All full-time and part time employees shall be provided with a minimum of four (4) shirts, two (2) pairs of pants, one (1) cold weather jacket, and one (1) pair of footwear upon hire.

**Section 35.2.** Items of general uniform issue shall be replaced for excessive wear and/or damage at the discretion of the Director. Approved footwear shall be provided every 12 months. Employees shall select the approved footwear from the vendor location determined by the Director.

**Section 35.3. Court Appearance.** When UT Security Officers are subpoenaed for court appearance, they will wear the formal uniform. Black Security Cold Weather Jacket is authorized during in climate weather. For court appearances duty belts are not required, polo shirts are not authorized, and all uniforms will be clean and serviceable.

### **ARTICLE 36 DURATION**

**Section 36.1.** This Agreement shall be effective January 1, 2023 and upon ratification and execution by both parties and shall remain in full force and effect until midnight December 31, 2025 and on a day-to-day basis thereafter subject to termination by either party by delivering a 15-day written notice given to the other prior to termination.

**Section 36.2.** In accordance with Revised Code 4117.14 (B), if either party desires to terminate, modify, or negotiate a successor collective bargaining agreement, written notice of such intent shall be given. Such written notice shall not be presented earlier than one hundred twenty (120) calendar days nor later than sixty (60) calendar days prior to the expiration of this Agreement. Notice to terminate, modify, or negotiate a successor collective bargaining agreement shall comply with OAC 4117-1-02.

### **ARTICLE 37 IMMUNIZATIONS**

All bargaining unit employees will be required to comply with University policies regarding influenza vaccinations and COVID-19 vaccinations.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 18 day of April, 2022.

UNIVERSITY OF TOLEDO

FRATERNAL ORDER OF POLICE,  
OHIO LABOR COUNCIL, INC.

By: John Elliott  
John Elliott, Senior Associate Vice  
President and CHRO

By: Jackie Wegman  
Jackie Wegman, FOP Staff  
Representative

Jeffrey C. Newton  
Jeffrey C. Newton, Associate Vice President  
of Public Safety

Andrew Fortlage 4/15/2022  
Andrew Fortlage, General Counsel

Bethany Ziviski  
Bethany Ziviski, Exec. Dir., Labor/ Employee  
Relations and HR Compliance

Nikki Orłowski  
Nikki Orłowski, Bargaining Team  
Member

Lisa Simpson  
Lisa Simpson, Director, Labor/Employee  
Relations

Kyle Cook  
Kyle Cook, Bargaining Team  
Member

Benjamin Schoonmaker  
Benjamin Schoonmaker, Hospital Security  
Manager

# Exhibit 1 Grievance Form

*FRATERNAL ORDER OF POLICE,  
OHIO LABOR COUNCIL, INC.*  
222 EAST TOWN STREET  
COLUMBUS, OHIO 43215-4611  
(614) 224-5700  
FAX (614) 224-5775  
1-800-367-6524

**FILLING OUT THIS FORM  
DOES NOT CONSTITUTE  
FILING OF THE  
GRIEVANCE. YOU MUST  
FOLLOW THE  
GRIEVANCE  
PROCEDURE IN YOUR  
CONTRACT.**



OLC Unit: \_\_\_\_\_ OLC Grievance #: \_\_\_\_\_  
Employer: \_\_\_\_\_ Employer Phone #: \_\_\_\_\_  
Employer Address: \_\_\_\_\_

## GRIEVANCE REPORT FORM

PLEASE PRINT OR TYPE

**A copy of this form  
must be sent to the  
O.L.C. Office - IMMEDIATELY**

**Please have your Associate  
call your Staff Representative  
when filing a grievance**

Name of Grievant: \_\_\_\_\_ Badge No: \_\_\_\_\_  
Grievant Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_ Grievant Phone #: \_\_\_\_\_  
Grievant Email: \_\_\_\_\_ Grievant Cell #: \_\_\_\_\_  
Classification: \_\_\_\_\_ Assignment: \_\_\_\_\_  
Shift: \_\_\_\_\_ Date of Appointment: \_\_\_\_\_  
Immediate Supervisor at time of incident: \_\_\_\_\_  
O.L.C. Representative: \_\_\_\_\_ Date and time: \_\_\_\_\_  
Grievance first discussed with: \_\_\_\_\_ Date and time: \_\_\_\_\_  
Article and section number of contract violation: \_\_\_\_\_  
Statement of grievance (Give times, dates, who, what, when, where, why, and how):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Remedy requested:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Grievant's signature: \_\_\_\_\_ Date and time: \_\_\_\_\_

**STEP ONE**

Received by: \_\_\_\_\_ Date and time: \_\_\_\_\_  
Respondent's Name and Title

Date of meeting: \_\_\_\_\_ Time: \_\_\_\_\_ Place: \_\_\_\_\_

Step one response: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Received by: \_\_\_\_\_ Date and Time \_\_\_\_\_  
Respondent's Signature and Title

Received by: \_\_\_\_\_ Date and Time \_\_\_\_\_  
Grievant's Signature

ANSWER IS: Accepted: \_\_\_\_\_ Rejected: \_\_\_\_\_

**STEP TWO (if applicable)**

Received by: \_\_\_\_\_ Date and time: \_\_\_\_\_  
Respondent's Name and Title

Date of meeting: \_\_\_\_\_ Time: \_\_\_\_\_ Place: \_\_\_\_\_

Step two response: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Respondent's Signature and Title Date and Time

Received by: \_\_\_\_\_  
Grievant's Signature Date and Time

ANSWER IS: Accepted: \_\_\_\_\_ Rejected: \_\_\_\_\_

**STEP THREE (if applicable)**

Received by: \_\_\_\_\_ Date and time: \_\_\_\_\_  
Respondent's Name and Title

Date of meeting: \_\_\_\_\_ Time: \_\_\_\_\_ Place: \_\_\_\_\_

Step three response: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Respondent's Signature and Title Date and Time

Received by: \_\_\_\_\_  
Grievant's Signature Date and Time

ANSWER IS: Accepted: \_\_\_\_\_ Rejected: \_\_\_\_\_

**STEP FOUR (if applicable)**

Received by: \_\_\_\_\_ Date and time: \_\_\_\_\_  
Respondent's Name and Title

Date of meeting: \_\_\_\_\_ Time: \_\_\_\_\_ Place: \_\_\_\_\_

Step four response: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Respondent's Signature and Title Date and Time

Received by: \_\_\_\_\_  
Grievant's Signature Date and Time

ANSWER IS: Accepted: \_\_\_\_\_ Rejected: \_\_\_\_\_

F.O.P./O.L.C. intention to arbitrate (Yes) \_\_\_\_\_ (No) \_\_\_\_\_  
Signature

# Exhibit 2

## UTMC SHIFT PREFERENCE BID SHEET

Name: \_\_\_\_\_ Rank: \_\_\_\_\_ Date: \_\_\_\_\_

Date appointed to present rank (seniority date) \_\_\_\_\_

Shift Choices: Security Officer 1's

First Shift: 700 – 1500

Second Shift: 1500 – 2300

Third Shift: 2300 – 1700

Shift bid choice: 1<sup>st</sup> choice: \_\_\_\_\_

2<sup>nd</sup> choice: \_\_\_\_\_

3<sup>rd</sup> choice: \_\_\_\_\_

There will be \_\_\_\_ slots on first shift, \_\_\_\_ slots on second shift and \_\_\_\_ slots on third shift.

**It is to your advantage to bid all of the choices in order of preference. Bid sheets are due back by \_\_\_\_\_ to \_\_\_\_\_ by December 1<sup>st</sup>.**

**Seniority will be considered when assigning shifts.**

**Per Article 14 your schedule with shift assignment will be distributed by December 15<sup>th</sup>.**