Board of Trustees Meeting Minutes 2002-08-13

Bowling Green State University

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MINUTES
Board of Trustees
Bowling Green State University
August 13, 2002

Notice having been given in accordance with the Board of Trustees Bylaws, the following members met in Room 201A of the Bowen-Thompson Student Union, Bowling Green Campus on August 13, 2002: Leon D. Bibb, Chair; David A. Bryan; Jarrod Hirschfeld; Michael J. Marsh; J. Robert Sebo; Michael R. Wilcox; and Angie Williams-Chehmani. Sharon S. Cook, Edward A. Ferkany, John F. Harbal, and Valerie L. Newell were absent.

Also present were President Sidney A. Ribeau; J. Christopher Dalton, Senior Vice President for Finance and Administration; Edward G. Whipple, Vice President for Student Affairs; Richard Hebein, Secretary to the Board; Shelley Clagg, 2002-03 Graduate Student Representative to the Board; Benjamin N. Muego, 2002-03 Faculty Representative to the Board; Gaylyn Finn, Treasurer; media representatives; and a number of observers.

Chair Bibb called the meeting to order at 1:43 p.m., the Board Secretary called the roll and announced that a quorum was present (5 trustees).

Chair Bibb welcomed J. Robert Sebo to the Board and to his first meeting.

Proposed Agreement Between Bowling Green State University and The International Union of Police Associations, Local 103, AFL-CIO, 2002-05

No. 1-2003 Mr. Marsh moved and Mr. Bryan seconded that approval be given to the following proposed Agreement Between Bowling Green State University and The International Union of Police Associations, Local 103, AFL-CIO, effective April 28, 2002 to April 27, 2005.

Dr. Dalton highlighted the key elements of the proposed agreement, and noted that it will enhance the recruitment and retention of high quality police officers. He added that the proposed salary increases are consistent with the overall compensation and salary policy of the university.

The Board Secretary conducted a roll call vote with the following results: Voting “yes” —Mr. Bibb, Mr. Bryan, Mr. Marsh, Mr. Sebo and Mr. Wilcox. The motion was approved with five affirmative votes.
PREAMBLE

This Agreement, made and entered into as of the 28th day of April, 2002, in Bowling Green, Ohio, is by and between the Bowling Green State University [hereinafter "University"] and the International Union of Police Associations, Local No. 103, AFL-CIO [hereinafter "Union"].

ARTICLE 1

RECOGNITION

Section 1.10. The University recognizes the International Union of Police Associations, Local No. 103, AFL-CIO ["Union"] as the exclusive representative for purposes of collective bargaining with respect to all matters pertaining to wages, hours, or terms and conditions of employment of those nonprobationary employees in the following unit certified by the State Employment Relations Board on December 19, 1991 in Case No. 91-REP-06-0165:

Included: Full-Time Police Officer 1, Full-Time Police Officer 2, Full-Time and Part-Time Radio Dispatchers, Full-Time Records Management Officer.

Excluded: All other employees.

Section 1.20. This Agreement contains the full and complete Agreement on all bargainable issues between the parties. Any aspect of wages, hours, terms and conditions of employment not covered by this Agreement is declared to have been expressly eliminated as a subject for collective bargaining, and during the life of this Agreement, the parties waive any right to request further bargaining or negotiations, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. The University hereby reserves the right to make, change, and enforce rules, policies and procedures which do not conflict with the terms of this Agreement.

Section 1.30. The parties intend this Agreement to supersede, to the extent allowable by law, any and all provisions of the Ohio Revised Code and the Ohio Administrative Code and any other state or local laws or ordinances setting forth wages, hours, or terms and conditions of employment of the employees subject hereto.

ARTICLE 2

MANAGEMENT RIGHTS

Section 2.10. The Union recognizes that, except as specifically limited or abrogated by the terms and provisions of this Agreement, or by applicable state or federal law, all rights to manage, direct or
supervise the operations of the University and all of its employees are vested solely and exclusively with the University and/or its designated representatives, and shall not be subject to the grievance procedure.

Section 2.20. Not by way of limitation of the foregoing paragraph, but only to indicate the type of matters or rights which belong to, and are inherent in, the University, the University retains the right to:

(1) Hire and transfer employees;

(2) Discharge, suspend or discipline employees for cause;

(3) Determine the number and job titles of persons required to be employed, laid off or recalled;

(4) Determine the starting and quitting time and the number of hours to be worked by its employees;

(5) Make any and all rules and regulations not inconsistent with this Agreement;

(6) Determine the work assignments of its employees;

(7) Determine the basis for selection, retention and promotion of employees to or from positions not within the bargaining unit established by this Agreement;

(8) Determine the type of equipment used and the sequence of work processes;

(9) Determine work standards and the quality and quantity of work to be produced;

(10) Transfer or subcontract work;

(11) Consolidate, merge or otherwise transfer any or all of its facilities, property processes or work with or to any other entity, or affect or change in any respect the legal status, management or responsibility of such property, facilities, processes or work;

(12) Terminate or eliminate all or any part of its work or facilities.
ARTICLE 3

NONDISCRIMINATION STATEMENT

Section 3.10. It is the intention of the parties that the Agreement shall be administered and interpreted in accordance with laws relating to discrimination on the basis of age, disability, handicap, national origin, race, creed, color, religion, or sex.

Section 3.20. All references to employees in this Agreement designate both sexes, and wherever gender is used, it shall be construed to include both male and female employees.

Section 3.30. Neither party shall interfere with, restrain, coerce or otherwise discriminate against any employee in the bargaining unit for exercising his/her right to join or not to join the Union.

ARTICLE 4

SAVINGS CLAUSE

Section 4.10. In the event that any provision of this Agreement is finally declared unlawful by an appropriate, duly authorized tribunal, it shall be of no further force and effect, and the parties shall meet at mutually agreeable times in an attempt to legally modify the invalidated provision(s) through good faith negotiations.

ARTICLE 5

IUPA, AFL-CIO REPRESENTATION

Section 5.10. The University shall recognize two (2) employees, plus the president of the Union or his designee, designated by the members of the bargaining unit and approved by the Union, to act as Union representatives. The aforementioned individuals shall be authorized to represent bargaining unit employees through the Grievance procedure.

Section 5.20. No one shall be permitted to function as a Union representative until the Union has presented the University with written notice of the person's selection. The Union shall provide the University with an official roster of all Union officers and authorized Union representatives which shall be kept current at all times and shall include the following: (1) name; (2) address; (3) home telephone number; and (4) Union office held.

Section 5.30. Nonemployee representatives of the Union shall be admitted to the University's facilities for the purpose of processing grievances or attending meetings as permitted herein only with prior approval of the Director of Public Safety or his designee. Upon approval, the Union
representative shall identify himself as such to the Director or his designee. Approval shall not be unreasonably withheld.

Section 5.40. The Union agrees that no official of the Union (employee or nonemployee) shall interfere, interrupt, or disrupt normal work duties of other employees; the Union further agrees not to conduct any Union business during normal work time except to the extent authorized in Section 5.50, below. Union representatives shall cease unauthorized Union activities immediately upon the request of the supervisor of the area in which Union activity is being conducted or upon the request of the Union representative's supervisor.

Section 5.50. Union representatives shall be permitted reasonable time to investigate, present and process formal grievances on University property without the loss of pay during their regular working hours; provided that, in each and every instance where such time is required, only one (1) representative is assigned to a grievance, and such representative notifies the Director or his designee of the need for absence from his duty station. Union representatives shall make all reasonable efforts, however, to process all grievances during nonworking hours.

Section 5.60. The Union may use the existing bulletin board within the department to communicate Union-related matters such as meetings and elections, recreational events, and committee reports. No notice of a political or personal nature directed toward the University or any officer, employee, or trustee thereof may be posted.

ARTICLE 6

GRIEVANCE PROCEDURE

Section 6.10. A grievance is defined as any dispute regarding the interpretation or application of this Agreement between the University and an individual member or members of the Union. Pending a decision on a grievance, the University's order shall be followed as given with regard to the employee(s) involved.

Section 6.20. The Union and the University agree that it is important that complaints and grievances be processed as quickly as possible at each administrative level set forth below. To that end, the number of days indicated herein shall be considered a maximum. The time limit specified may, however, be extended by mutual written agreement between the University and the employee or his designated union representative.

Section 6.30. If a grievance is not presented within seven (7) workdays after the employee knew or reasonably should have known of its occurrence, it shall be considered not to have existed or occurred. In the event that the University does not respond to a grievance within the specified time limits, the grievance may be appealed to the next step of the grievance procedure.

Section 6.40. Nothing contained in this Agreement shall be construed to limit the individual right of a bargaining unit member having a complaint or problem to discuss the matter informally with members of the University administration through usual channels of communication.
Section 6.50. **Step One**: The grievant(s) should first discuss his/her problem or grievance on an informal basis with his/her immediate supervisor. The immediate supervisor shall then attempt to adjust the matter informally and shall respond to the grievant(s) within seven (7) workdays.

Section 6.60. **Step Two**: If the grievance has not been settled after Step One, it may be presented in writing on a University form prepared for that purpose to the Director of Public Safety within seven (7) workdays after the immediate supervisor's response is due. The grievant, a Union representative, or the Director (or his/her designee) may request a meeting to discuss the written grievance appeal. If such a meeting is requested, it shall be held within seven (7) workdays following receipt by the Director of the written grievance appeal. The grievant and, at his/her option, a Union representative, shall attend such meeting. The Director (or his/her designee) shall render a decision in writing to the employee within seven (7) workdays following the meeting or receipt of the written grievance, whichever occurred later. A copy of the Director's decision is to be sent to the Executive Director of Human Resources and the local Union president.

Section 6.70. **Step Three**: If the grievance still remains unadjusted after Step Two, it may be presented in writing to the Executive Director of Human Resources (or his/her designee) within seven (7) workdays after the response of the Director (or his/her designee) is due. The grievant, a Union representative, or the Executive Director of Human Resources (or his/her designee) may request a meeting to discuss the written grievance appeal. If such a meeting is requested, it shall be held within seven (7) workdays following receipt by the Executive Director of Human Resources (or his/her designee) of the written grievance appeal. The grievant and, at his/her option, a Union representative shall attend such meeting. The Executive Director of Human Resources (or his/her designee) shall render a decision in writing to the grievant(s) within seven (7) workdays following the meeting or receipt of the written grievance, whichever occurred later.

Section 6.80. **Arbitration**: Any grievance which is not resolved through the grievance procedure may, at the request of the Union, be submitted to arbitration. Notice of the request for arbitration must be served on the University in writing, within fifteen (15) workdays from the date on which the Union received the Executive Director of Human Resources' (or his/her designee's) written decision in Step Three.

Section 6.81. Within fifteen (15) workdays following the University's receipt of the Union's request for arbitration, the parties shall request the Federal Mediation and Conciliation Services (FMCS) to submit a list of seven (7) potential arbitrators, all of whom shall be members of the National Academy of Arbitrators. Selection of the arbitrators will be accomplished by alternate striking of names from the list with the Union striking the first name. If the arbitrator thus chosen cannot serve, the parties shall request a new list and shall begin the selection process anew.

Section 6.82. The costs of any proof produced at the direction of the arbitrator, the fee of the arbitrator, and the rent, if any, for the hearing room shall be borne equally by the parties. The expenses of any nonemployee witnesses shall be borne, if at all, by the party calling them. Any affected bargaining unit member in attendance for such hearing shall not lose pay or any benefits to the extent such hearing hours are during his normally-scheduled working hours on the day of the hearing.
Section 6.83. The arbitrator shall conduct a fair and impartial hearing on the grievance. It is expressly understood that the ruling and decision of the arbitrator, within his function as described herein, shall be final and binding, providing such decision does not exceed the jurisdiction or authority of the arbitrator set forth in this Section. Only disputes involving issues subject to resolution through the grievance procedure based upon the facts presented shall be subject to arbitration. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement.

Section 6.84. For purposes of this Article, workdays shall be defined to exclude Saturdays, Sundays and holidays recognized in this Agreement.

ARTICLE 7

NO STRIKE/NO LOCKOUT

Section 7.10. It is understood and agreed that the services performed by the employees covered by this Agreement are essential to the public health, safety, and welfare. Therefore, the Union agrees that, during the term of this Agreement, it shall not directly or indirectly call, authorize, instigate, engage in, support, encourage, ratify, assist in any way, or sanction any strike, picketing, handbilling, sympathy strike, slowdown, work stoppage, sick-out or any interruption or interference with the normal operations of the University.

Section 7.20. No member of the bargaining unit shall instigate or participate, directly or indirectly, in any strike, picketing, handbilling, sympathy strike, slowdown, work stoppage, sick-out or any interruption or interference with the normal operations of the University. Violation of this provision shall be just cause for disciplinary action, up to and including discharge, as determined by the University, subject to appeal only to the grievance procedure, with the only issue to be determined by the arbitrator being whether a violation of this Section actually occurred.

Section 7.30. In the event any violation of this Section occurs, upon notice from the University, the Union shall actively discourage and endeavor to prevent or terminate any violation by using its best efforts to immediately notify all bargaining unit members that the strike, picketing, handbilling, sympathy strike, slowdown, work stoppage, sick-out or other interference with normal University operations is prohibited and is not in any way sanctioned or approved by the Union. Furthermore, the Union shall use its best efforts to immediately instruct members of the bargaining unit to return to their duties at once.

Section 7.40. The University agrees that, during the term of this Agreement, it shall not lock out any bargaining unit member covered by this Agreement.
ARTICLE 8

RESPONSIBILITIES AND DISCIPLINARY ACTION

Section 8.10. Each member of the Union is responsible for self-discipline. If an employee is unwilling or unable to discipline himself, disciplinary action becomes a responsibility of the University.

Section 8.20. Any discharge, demotion, suspension, or other disciplinary action shall be for just cause.

Section 8.30. An employee will not be discharged without first being afforded the opportunity for a conference before the Executive Director of Personnel, or his designee, in which conference the employee may give his version of the events at issue. The employee will be advised of his right, at his option, to have a Union representative present at such conference.

Section 8.40. Internal investigations will be conducted in such a manner as will comply with all applicable state laws and will not infringe upon the constitutional rights of any bargaining unit member. Before an employee may be disciplined for refusing to answer questions or for refusing to participate in an investigation, the employee will be advised that his refusal may subject him/her to disciplinary action.

ARTICLE 9

EMPLOYEE RIGHTS

Section 9.10. An employee has the right to the presence of a representative of his bargaining unit and/or the Union's Business Agent and the right of cross-examination of all witnesses at disciplinary hearings.

Section 9.11. An employee who is to be questioned as a suspect in any investigation of any criminal charge against him shall be advised of his Constitutional Rights before any questioning begins.

The employer recognizes that criminal investigations of an employee should be and will be handled in the same manner as a criminal investigation that would involve any citizen.

Section 9.12. Before an employee may be charged with any violation of University policies, procedures, and rules for a refusal to answer questions or participate in an investigation, he shall be advised that his refusal to answer questions, or participate in such investigation, may be made the basis of such a charge.

Section 9.13. Any interrogation, questioning or interview shall be conducted at a reasonable hour, preferably while the employee is working. All such time an employee is required to participate in an investigation that is not his normal scheduled working hours, he shall be compensated at
the appropriate rate of pay. Interrogation sessions shall be for reasonable periods of time, and time shall be allowed during the questioning for rest periods or for other physical necessities.

Section 9.14. The employee shall be informed of the nature of the investigation prior to any questioning.

Section 9.15. If a single anonymous complaint is made against an employee with respect to which there is no corroborative evidence and the complaint is determined to be unfounded, no record of such complaint shall be included in the employee's personnel file.

Section 9.16. The employer may divulge that a particular employee is under investigation, but, may not release any additional information until the investigation is completed and the employee is either cleared or charged. Prompt notice must be provided to the employee when upon inquiry the Employer divulges the fact that an employee is under investigation.

Section 9.17. An employee who has been charged with a violation of any University policies, procedures and rules shall upon request be provided the opportunity to inspect and obtain written statements and any other material as a condition to its use at a hearing on such charge.

Section 9.18. No hearing that may result in the dismissal, demotion, suspension or reprimand shall be held unless the employee is notified of the hearing and the reasons for it at least seven (7) calendar days prior thereto.

Section 9.19. The University shall not obtain evidence in the course of an internal investigation through the use of administrative pressures, threats or promises made to the employee, nor shall the University make voluntary disclosure in any subsequent criminal court action of any evidence obtained in an internal investigation, unless compelled by subpoena or other appropriate court order to do so.

Section 9.20. In the course of an internal investigation, a polygraph examination will be administered only with the consent of the employee under investigation. If in the course of an internal investigation, an employee has been given a polygraph examination, such examination shall not be used in any subsequent criminal court action, unless compelled by subpoena or other appropriate court order to do so. Only a certified expert from an accredited polygraph school that would be recognized by the Ohio Association of Polygraph Examiners will be used to conduct polygraph examinations.

Section 9.21. When an employee is to be interviewed in an investigation of any other employee, such interview shall be conducted in accordance with the procedures established herein.

Section 9.22. Any employee who is the subject of a disciplinary investigation has the right upon request to have a union representative present during any interview.

Section 9.30. If the rights of the employee who is under investigation as provided herein have been violated, the violation shall be subject to the grievance procedure.

ARTICLE 10
WORK PRACTICES

Section 10.10. The calendar workweek is a period of seven (7) consecutive days commencing at 12:01 a.m. on Sunday and ending at midnight on the following Saturday.

Section 10.20. A regular workweek shall consist of five (5) days, eight (8) hours in length, during the calendar workweek. An employee shall be entitled to one (1) thirty-minute paid meal period within the employee's eight-hour shift.

Section 10.21. The workday and starting time shall be determined on an operational basis and the employee shall be made aware of the established starting time for the operation to which he/she is assigned. The regular shift starting and ending times may be varied by up to two (2) hours with as much advance notification as possible.

Section 10.30. Bargaining unit members will be scheduled for work using a twenty-eight (28) day shift cycle. The University will make a good-faith effort at, but cannot guarantee, the following: (1) to post schedules twenty-eight (28) days in advance; (2) to schedule employees for the same shift on each workday during the 28-day schedule; (3) to schedule employees with one (1) weekend off per month; and (4) to schedule a minimum of three (3) officers per shift. The Union acknowledges that circumstances such as employee absenteeism, leaves of absence, manning levels, and other unforeseen circumstances affect the University's ability to achieve the above goals. The above reference to regular workweek does not guarantee a forty (40) hour workweek.

Section 10.40. Special Events. The University shall continue its practice of allowing bargaining unit members the first opportunity to distribute among themselves opportunities to work special events, prior to utilization of nonbargaining unit security forces. For special events worked during the term of the Agreement, members shall receive the straight-time hourly rate of pay in effect for such employee at the time the work is performed. The University continues to reserve the right to utilize nonbargaining unit security forces in those special events for which a sufficient number of bargaining unit members cannot be assigned. The University shall be given ample notice of such circumstance. For purposes of this Section, a "special event" shall be defined as the provision of on-campus security at such University-related events as athletic contests and student social functions (among others) which have not traditionally been assigned as overtime by the Director of Public Safety or his designee and which have traditionally been worked by bargaining unit members. When six (6) or more officers are working at a special event, an additional dispatcher shall be assigned.

Section 10.50. In the event that an employee works one or more special events during the workweek, the University will not reschedule the employee for the purpose of reducing or eliminating the employee's opportunity to receive overtime compensation during the same workweek.

ARTICLE 11

DUES CHECKOFF
Section 11.10. The University shall deduct regular initiation fees, assessments, and biweekly dues from the pay of Union members who are employees in the bargaining unit covered by the Agreement upon receipt from the Union of individual written authorization cards, voluntarily executed by the bargaining unit member for that purpose, and bearing his/her signature; provided, that:

Section 11.11. A bargaining unit member shall have the right to revoke such authorization by giving written notice to the University and the Union during the thirty (30) day period preceding the termination of the Agreement;

Section 11.12. The University’s obligation to make deductions shall terminate automatically upon timely receipt of revocation of authorization from the bargaining unit member or upon transfer of the bargaining unit member to a job classification outside the bargaining unit;

Section 11.13. The Union shall indemnify and hold the University, its employees, its officers, the Board of Trustees and any of its agents, harmless against any and all claims, demands, suits and other forms of liability that may arise out of, or by reason of, action taken by the University for the purpose of complying with any of the provisions of this Article.

Section 11.20. As a condition of continuing employment, all employees in the bargaining unit, after sixty (60) days following the beginning of employment of the effective date of the collective bargaining agreement, whichever is later, shall pay a fair share fee to the Union. This arrangement does not require any employee to become a member of the Union.

Section 11.30. The University agrees to deduct from employees who give written authorization, any monies for the U. S. Savings Bond Program and remit such withholdings to proper authorities.

Section 11.31. The University agrees to deduct from employees who give written authorization, any monies for United Way and remit such withholdings to proper authorities.

Section 11.32. The University agrees to deduct from employees who give written authorization, any monies for Glass City Federal Credit Union and remit such withholdings to proper authorities.

ARTICLE 12

UNIFORM AND EQUIPMENT REGULATIONS

Section 12.10. The University will continue to provide bargaining unit members with all uniforms, clothing, apparel, and equipment required by the University. All equipment issued to bargaining unit members remains the property of the University. In the event a bargaining unit member becomes temporarily or permanently separated from his employment with the University, he/she shall be required to surrender all University equipment to his/her appropriate supervisor.
Section 12.20. Bargaining unit members shall maintain all their uniforms and shall keep accessories clean, neat and in good repair. Bargaining unit members are responsible for the careful and proper use of all equipment and property entrusted to their care. The University will continue to bear the cost of dry cleaning of uniforms.

Section 12.30. At any time and at his discretion, when it is reasonable to believe such action is in the best interest of the University, the Director of Public Safety (or his designee) may deny permission to any bargaining unit member to be equipped with any uniform or equipment items. Any such denial of permission shall not be construed as disciplinary, and shall not be subject to review through the grievance procedure.

Section 12.40. Minor maintenance of uniforms and equipment is the responsibility of each bargaining unit member.

ARTICLE 13

BENEFITS

Section 13.10. The University will provide to members of the bargaining unit the group health insurance plan presently, or in the future, provided to other University classified employees.

Section 13.20. The University will provide to members of the bargaining unit the group life insurance plan presently, or in the future, provided to other University classified employees, but shall not be less than currently provided for.

Section 13.30. The University will provide to members of the bargaining unit the educational fee waiver benefits presently, or in the future, provided to other University classified employees, but shall not be less than currently provided for.

Section 13.40. The University will provide members of the bargaining unit with parking decals at no cost, so long as parking is provided free for other University classified employees.

Section 13.50. The University reserves the right to change the rates, benefits, and the present or successor insurance carriers, and/or funding mechanisms, in concert with changes applicable to nonbargaining unit classified employees. Members of the bargaining unit represented by the Union shall be permitted to select one (1) representative to serve on the University’s Health Wellness and Insurance Committee.

Section 13.60. At the time of the employee’s retirement from the University with ten (10) or more years of total public service, the employee may elect to receive cash for one-fourth (1/4) of the employee’s accrued but unused sick leave balance. In order to be eligible, the employee must meet the age and service requirements set by the State Retirement System as well as the service requirements for sick leave conversion. If the employee decides to choose this option, payment will be based on the rate of pay at the time of retirement. Maximum number of hours that may be paid is 240. If the employee leaves the University and applies for retirement at a later date, any sick leave payment will be done in accordance
with Ohio law. The employee must be a public employee in a paid status at the time of retirement in order to receive the one-fourth (1/4) accrued/unused sick leave balance payment.

In the event of the employee's death while in service to the University and with ten (10) or more years of total public service in the State of Ohio, the employee's beneficiary or the employee's estate is eligible to receive payment for one-fourth (1/4) of the accrued but unused sick leave balance not to exceed the same maximum number of 240 hours.

ARTICLE 14

SENIORITY

Section 14.10. Seniority shall be defined, in regard to a bargaining unit member who was a member of the bargaining unit at the time of certification of the Union, as a bargaining unit member's continuous service in any position at the University. For all other bargaining unit members, seniority shall be defined as a bargaining unit member's continuous service in one or more of the bargaining unit positions within the Department of Public Safety at the University. An employee shall have no seniority during his/her probationary period, but upon successful completion of the probationary period, seniority shall be retroactive to the employee's most recent date of hire into a bargaining unit position. Upon the effective date of this Agreement and every six (6) months thereafter, the University shall provide the Union with a seniority list which shall include each employee's name, date of hire and job title.

Section 14.20. Seniority shall be broken and terminated when an employee: (1) quits; (2) is discharged for just cause; (3) is laid off for a period of more than twelve (12) consecutive months; or (4) is disabled from work due to illness or injury for a period of eighteen (18) months or for the length of the employee's accrued sick leave, whichever is longer.

Section 14.30. Probationary Status: It is mutually understood that each new employee is on probationary employment status throughout the period of his/her training and for an additional twelve (12) months after completion of the field training officer program, provided, however, that the probationary period shall not exceed fifteen (15) months. Absence from work for any reason for a period exceeding thirty (30) consecutive days, except schooling required by law, shall not be included in calculating an employee's probationary period. Further, such probationary employee is subject to discharge at any time during his/her probationary period at the sole discretion of the University. Any discharge of a probationary employee shall not be subject to the grievance provisions contained in this Agreement and shall not be subject to appeal or recourse to any other agency, institution, or forum.

Section 14.40. When two (2) or more employees commence service with the University on the same date, the employees shall be ranked for seniority purposes in accordance with the last four (4) digits of their Social Security number, with the highest number being the most senior and lowest being the least senior.

Section 14.50. Upon promotion of a bargaining unit member to a higher pay-rated classification, such member is on promotional probationary status for a period of six (6) months. During such probationary period, at the discretion of the University, such employee may be returned to his/her
former classification. Such return to former classification shall not be subject to the grievance provisions contained in this Agreement and shall not be subject to appeal or recourse to any other agency, institution, or forum.

ARTICLE 15

LAYOFF AND RECALL

Section 15.10. In the event the University decides to reduce the work force, members of the bargaining unit will be laid off in accordance with this Article.

Section 15.20. The University shall determine which classification(s) is to be reduced and the number to be reduced in such classification(s).

Section 15.30. Probationary employees in the classification(s) to be reduced shall be laid off before members of the bargaining unit with seniority are laid off.

Section 15.40. The member of the bargaining unit in the classification(s) to be reduced with the least seniority will be laid off first and so on until the total number of layoffs in the classification(s) has been reached. Any employee laid off pursuant to this Article shall have the right to displace another employee with less seniority within the bargaining unit in the same or lower-rated classification provided such employee has the present ability and qualifications to perform the work.

Section 15.50. If the University decides to fill vacancies in the classification(s) from which members of the bargaining unit are on layoff, laid off bargaining unit members will be recalled in reverse order to that in which they were laid off, provided that such bargaining unit member has not been continuously laid off from the University for more than twelve (12) months.

Section 15.51. A laid off employee holding recall rights to a Police Officer 2 classification may be recalled to a Police Officer 1 vacancy (and paid at the rate of a Police Officer 1) in accordance with the seniority of laid off police officers. An employee exercising a recall right under this Section may fill any subsequent Police Officer 2 vacancy which occurs no more than twelve (12) months after the original layoff date.

Section 15.52. A police officer may refuse a recall under Section 15.51 without effect upon a police officer’s remaining recall rights.

Section 15.60. A laid off bargaining unit member shall retain seniority rights for recall twelve (12) months from his/her date of layoff, after which all seniority and recall rights shall be forfeited.

Section 15.70. Laid off bargaining unit members may elect to participate in the University's federally-mandated COBRA plan.
ARTICLE 16

NONBARGAINING UNIT EMPLOYEES

Section 16.10. Nonbargaining unit employees, supervisors and/or part-time personnel may perform work ordinarily performed by bargaining unit members so long as it does not directly result in either the layoff (or the extension of a layoff) of a bargaining unit member or a bargaining unit member being scheduled for less than forty (40) hours per week.

ARTICLE 17

HOLIDAY OBSERVANCE

Section 17.10. Each bargaining unit member shall be entitled to eight (8) hours of pay for ten (10) paid holidays per year. The named holidays are: New Year's Day (January 1), Martin Luther King Day (third Monday in January), Presidents' Day (third Monday in February), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Columbus Day (second Monday in October), Veterans' Day (November 11), Thanksgiving Day (fourth Thursday in November) and Christmas Day (December 25). The University reserves the right to reassign Presidents' Day and Columbus Day to other days of the year to coincide better with the academic calendar. These two days become a holiday on the day they are reassigned to.

Section 17.20. Each holiday shall be observed on the date noted in Section 17.10. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday.

Section 17.30. Bargaining unit members scheduled or required to work on a holiday shall be paid one and one-half times their regular straight time hourly rate of pay for all hours worked plus eight (8) hours of holiday pay at their straight time hourly rate of pay.

Section 17.40. A bargaining unit member who is on vacation leave at the time a holiday is observed by the University shall be paid holiday pay as described herein in lieu of being charged vacation leave hours.

Section 17.50. To be eligible for holiday pay, a bargaining unit member must work all of his/her last scheduled workday prior to the holiday and all of the workday immediately following the holiday, unless excused therefrom by reason of illness or other proven event beyond the member's control.

Section 17.60. A bargaining unit member who is on leave or layoff at the time of a holiday shall not be eligible for holiday pay.
ARTICLE 18

COMPENSATION

Section 18.10. Employees shall receive a 3.5 percent increase effective with the beginning of the first full payroll period following April 27, 2002.

Section 18.20. Employees shall receive a 3.0 percent increase effective with the beginning of the first full payroll period following April 27, 2003.

Section 18.30. Employees shall receive a 3.0 percent increase effective with the beginning of the first full payroll period following April 27, 2004.

Section 18.40. All bargaining unit members shall be paid one and one-half times their regular straight time hourly rate for all hours worked in excess of forty (40) hours in a workweek. In the event that an employee works in excess of his/her scheduled hours for reasons other than filling in for unexpected employee absences, the University will not reduce the remainder of the employee’s scheduled workweek in order to avoid overtime compensation.

Section 18.41. The Employer may schedule each employee on a straight-time basis for up to fifty (50) hours per year for the purpose of training, and such training time shall not be regarded as hours worked for the purpose of computing overtime. The Employer shall maintain a current total of such hours which shall be available to bargaining unit members upon request.

Section 18.42. Overtime shall be paid after eight (8) hours of work in a day.

Section 18.43. The Police Division of the Department of Public Safety shall maintain a uniform record keeping system for payroll purposes that is consistent with the federal Fair Labor Standards Act (FLSA).

Section 18.50. The probationary and base rates of pay for employees who become members of the bargaining unit after April 27, 2002 shall be as follows:

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<thead>
<tr>
<th>Police Officer 1</th>
<th>Effective 4/27/02</th>
<th>Effective 4/27/03</th>
<th>Effective 4/27/04</th>
</tr>
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<tr>
<td>Date of Hire</td>
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<tr>
<td>End of Probation (full rate)</td>
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<td>$15.67</td>
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<td>After 5 years</td>
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<td>$16.95</td>
<td>$17.46</td>
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</table>

**Radio Dispatcher**

| Date of Hire | $11.93 | $12.28 | $12.65 |
| End of Probation (full rate) | $12.40 | $12.77 | $13.16 |
| After 5 years | $12.65 | $13.03 | $13.42 |
| After 10 years | $12.90 | $13.29 | $13.69 |
| After 15 years | $13.23 | $13.62 | $14.03 |
| After 20 years | $13.56 | $13.96 | $14.38 |

**Records Management Officer**

| Date of Hire | $12.49 | $12.86 | $13.25 |
| End of Probation (full rate) | $12.99 | $13.38 | $13.78 |
| After 5 years | $13.25 | $13.64 | $14.05 |
| After 10 years | $13.51 | $13.92 | $14.33 |
| After 15 years | $13.85 | $14.26 | $14.69 |
| After 20 years | $14.19 | $14.62 | $15.06 |

*Applicable increases effective with beginning of first full payroll period following stated date

**Section 18.51.** The probationary and base rates of pay for employees who were members of the bargaining unit prior to April 27, 2002 shall be as set forth in Appendix B to this Agreement.

**Section 18.52.** When a member of the bargaining unit is promoted into a higher classification, the bargaining unit member shall be placed at the starting rate of the pay table for the new position or receive a 4 percent increase, whichever is greater. After six (6) months, the employee shall receive an additional four percent (4%) increase.

**Section 18.53.** Total seniority, for the purposes of this article, shall mean continuous employment in the Employer’s Police Division of the Safety Department.

**Section 18.60.** Paid vacation time and compensatory time shall be considered as hours worked for the purpose of computing overtime.

**Section 18.70.** Compensatory Time. Employees may elect to accrue compensatory time in lieu of pay for overtime hours worked. Each overtime hour worked shall be equal to one and one-half (1 1/2) hours of compensatory time. An employee may accumulate a maximum of two hundred forty (240) hours in any fiscal year. When an employee is at the maximum accumulation limit for compensatory time, all overtime worked shall be paid. When an employee completes and submits his time report form on the Monday following completion of the previous payroll week, the employee must elect in writing to accrue compensatory time in lieu of pay for overtime hours worked. So long as it will not unduly disrupt the
operations of the Police Department or result in overtime, an employee will be permitted to take compensatory time off within a reasonable time after requesting it. Any request to take compensatory time off must be made at least forty-eight (48) hours in advance. Compensatory time off may be used in minimum increments of not less than one (1) hour.

Section 18.80. Compensatory time shall not be allowed for employees working outside their classification for another University Department or Division.

Section 18.90. The University shall pay a shift premium to employees as provided herein.

A shift premium of $.25 per hour worked shall be paid to any employee who is regularly scheduled to start work on or after 12:00 p.m. and before 7:00 p.m. Starting times between this period shall be known as the afternoon or "C" shift.

A shift premium of $.20 per hour worked shall be paid to any employee who is regularly scheduled to start work on or after 7:00 p.m. and before 3:00 a.m. Starting times between this period shall be know as the night or "A" shift.

ARTICLE 19

OVERTIME

Section 19.10. No overtime is scheduled or worked, except as determined by the Director of Public Safety or his designee. As necessary, members may be required to work overtime to the extent necessary to provide a staff of officers the University considers adequate.

Section 19.20. Overtime shall be assigned in the manner set forth in Appendix A to this Agreement.

ARTICLE 20

LEAVES

Section 20.10. The policies currently, or in the future, applicable to classified staff employees at the University regarding leave of absence, special leave, family leave, maternity leave, leave without pay, paternity/adoptive leave, personal leave, sick leave, vacation leave, jury duty and court leave shall apply to bargaining unit members, and shall be maintained at no less than current levels.
ARTICLE 21

PERFORMANCE EVALUATION/PROMOTION

Section 21.10. The University will endeavor to evaluate a bargaining unit member’s work performance twice during the twelve (12) month probationary period. Each evaluation will be accompanied by an interview with the member’s immediate supervisor. Thereafter, performance evaluations are conducted annually on or around April 1 of each year.

Section 21.20. Bargaining unit members must meet the necessary requirements to qualify for promotion. Those factors that will be taken into consideration in promotion decisions include, but are not limited to, the following:

(1) Satisfaction of the minimum job qualifications as established by the University personnel qualifications for the classification;

(2) Applicant’s work history and performance of all previous assignments;

(3) Educational background;

(4) Training background;

(5) Aptitude and/or familiarity with the required duties of the vacant position;

and

(6) Other job-related factors.

Section 21.30. All vacancies in the job classifications of police officer 1, police officer 2, radio dispatcher, and records management officer may be filled by the University as it deems proper, including being filled with nonbargaining unit members. However, the University shall give fair consideration to interested bargaining unit members.

Vacancies in the job classifications of police officer 1 and dispatcher shall be offered first to current part-time employees performing such work on the main campus.

ARTICLE 22

OUTSIDE EMPLOYMENT

Section 22.10. No bargaining unit member shall accept outside employment that interferes with the member’s performance of his/her duties or responsibilities of his/her position with the University or that compromises the member’s position with the University through a conflict of interest.
Section 22.20. All members desiring outside employment must first submit a written request to the Director of Public Safety for his approval no less than seven (7) calendar days before such outside employment is to begin. Such description shall contain an adequate description of the activity proposed to be engaged in. It is understood that approval shall not be unreasonably withheld and if approval is not granted it shall be for reasons set forth in Section 22.10 above. The Director of Public Safety will state in writing the reasons why the outside employment would interfere with the performance of duties or responsibilities of his or her position and/or why the outside employment would compromise the member's position with the University through a conflict of interest.

Section 22.30. Use of University uniforms and equipment during outside employment shall be at the discretion of the Director of Public Safety.

ARTICLE 23

PERSONNEL FILES

Section 23.10. A bargaining unit member will promptly report changes of home address and telephone number to his immediate supervisor in order to maintain current personnel and payroll records.

Section 23.20. Bargaining unit members are permitted to gain access to their personnel file maintained by the University. A bargaining unit member may review his/her personnel file only in the presence of the member's immediate supervisor, the Director of Public Safety (or his designee), or a personnel officer.

Section 23.30. A bargaining unit member may not, of his/her own discretion, mark up, change, or in any way correct the data contained in his/her personnel file. A member may submit a formal written request for changes to his immediate supervisor or the Director of Public Safety (or his designee). If the request is granted, the changes will be made by the member's immediate supervisor or the Director of Public Safety (or his designee) in the presence of the bargaining unit member.

Section 23.40. If the bargaining unit member's request for a correction or modification to his personnel file is declined, the member can then request that his/her statement of disagreement with the personnel file be placed within the file. The statement of disagreement will remain in the personnel file so long as the file contains information to which the statement of disagreement pertains.

Section 23.50. The personnel file of employees shall be cleared of any offenses in accordance with the Records Retention Program for Public College and Universities in Ohio developed by the Inter-University Council of Ohio.

Section 23.60. The following disciplinary penalties shall not be considered in future disciplinary proceedings in the following circumstances:
(A) Verbal reprimands or lesser offenses after one (1) year from the effective date, provided the employee receives no additional disciplinary action of the same or a similar nature during the one (1) year period.

(B) Written reprimands after two (2) years from the effective date, provided the employee receives no additional disciplinary action of the same or a similar nature during the two (2) year period.

(C) Suspensions of less than thirty (30) days after three (3) years from the effective date, provided the employee receives no additional disciplinary action of the same or a similar nature during the three (3) year period.

(D) Suspensions of thirty (30) days or more after four (4) years from the effective date, provided the employee receives no additional disciplinary action of the same or a similar nature during the four (4) year period.

Any employee may make a written request to the Chief of Police that a disciplinary penalty be removed from consideration at a point in time earlier than that set forth in the foregoing schedule, which the Chief may approve when it is in the best interest of the Department to do so.

ARTICLE 24

STANDARDS OF PROFICIENCY

Section 24.10. Members of the bargaining unit who are sworn police officers shall meet and maintain reasonable standards of proficiency for office. The University will provide reasonable written or oral (confirmed in writing) notice of such standards and will make a reasonable effort to assist sworn police officers in maintaining standards of proficiency. Each bargaining unit member will also enroll in the University’s wellness program and will comply with any of its recommendations. The University agrees to pay the enrollment fee for the Fitwell Program, as well as any routine physical examination, so long as such examination is required by the Fitwell Program.

Section 24.20. The failure of a bargaining unit member to meet minimum standards of proficiency shall be grounds for disciplinary action which may include, at the University’s option, reduction of classification, transfer to another existing department in the University for which the individual possesses the qualifications, or possible separation from the University.

Section 24.30. Each sworn officer shall maintain certification by the Ohio Peace Officers Training Council.

Section 24.40. Each sworn officer shall maintain physical fitness by annually receiving a physical examination, from his/her personal physician during the thirty (30) calendar days preceding October 1 of each year of this Agreement. The sworn officer shall have his/her personal physician complete and return to the University by October 1 of each year a medical form approved by the University which confirms that the officer is adequately fit to perform the essential function of his job.
ARTICLE 25

ASSOCIATION OFFICERS

Section 25.10. One officer of the association will be granted the necessary time off to attend conventions and meetings of the International Union of Police Associations, AFL-CIO; such conventions and/or meetings shall not exceed two per year. It is understood that such time off is without pay.

ARTICLE 26

LABOR-MANAGEMENT COMMITTEE

Section 26.10. In the interest of sound Labor/Management relations, the Union and the Employer will meet at agreeable dates and times for the purpose of discussing those matters outlined in Paragraph 26.20 below. Normally, meetings held under this Article will be once every three (3) months, unless matters of urgent nature require additional meetings. No more than three (3) representatives of the Union and three (3) representatives of the employees shall be permitted to attend such meeting, except as otherwise agreed.

Section 26.20. The party requesting the meeting shall furnish an agenda and the names of persons who will be attending, with the request for the meeting. Subjects that may be discussed at these meetings shall include, but are not limited to, the below subjects:

(A) Discuss the administration of this Agreement;

(B) Notify the Union of changes made by the Employer which may affect bargaining unit members;

(C) Discuss grievances which have not been processed beyond the final step of the Grievance Procedure, when such discussions are mutually agreed to by the parties;

(D) Disseminate general information of interest to the parties;

(E) Give the Union representatives the opportunity to share the view of their members and/or make suggestions on subjects of interest to their members;

(F) Discuss ways to improve efficiency and work performance; and

(G) Consider and discuss training matters.
Section 26.30. Employee representatives attending Labor/Management meetings shall not suffer a loss in pay for hours spent in such meetings, if held during the employee’s regular scheduled hours of work.

Section 26.40. Written responses promised by Employer or Union representatives to items raised by Employer or Union representatives, will be submitted to the other party’s representatives who attend such meetings within fifteen (15) calendar days after such meeting, unless the parties mutually agree to a time extension.

ARTICLE 27

DURATION

Section 27.10. This Agreement shall be effective as of April 28, 2002, and shall remain in full force and effect until midnight, April 27, 2005, and thereafter for successive periods of one (1) year unless either party, at least ninety (90) days prior to April 27, 2005, but not more than one hundred twenty (120) days prior to April 27, 2005, shall serve written notice on the other party of a desire to terminate, modify or amend this Agreement.

Section 27.20. Either the Union or the University may initiate negotiations, by notice to the other party, not more than one hundred twenty (120) days, and not less than ninety (90) days prior to the expiration of the Agreement. Requests initiated by the Union shall be directed to the Director of Public Safety (or his designee). Requests initiated by the University shall be directed to the Union representative or the President of the Union.

IN WITNESS WHEREOF, the parties have hereunto set their hands this day of July, 2002.

INTERNATIONAL UNION OF POLICE ASSOCIATIONS, AFL-CIO, Local 103

By ____________________________________________  By ____________________________________________

BOWLING GREEN STATE UNIVERSITY

-23-
APPENDIX A

Overtime Policy for Shift Coverage

PROCEDURE

III. The shift supervisor or senior patrol officer on duty shall take the following action in the order indicated as soon as he/she learns that overtime will be needed on the shift:

1. Contact the officer or Dispatcher/Records Management Officer with the least number of overtime hours listed on the monthly check sheet (see Attachment #1), who can report for and work overtime without it conflicting with his/her regular duty reporting time or without it creating a sixteen (16) hour shift.

When two (2) or more employees commence service with the University on the same date, the employees shall be ranked for seniority purposes in accordance with the last four (4) digits of their Social Security number, with the highest number being the most senior and lowest being the least senior.

This procedure will equalize the overtime among all uniformed officers or Dispatchers/Records Management Officers including temporarily assigned investigators and the administrative staff in the manner that staffing requirements are filled for athletic and special events.

If this procedure should fail, go to Step 2.

2. Contact an officer or Dispatcher/Records Management Officer on duty at the time to work an additional four (4) hours over. The officer or Dispatcher/Records Management Officer who works the first four (4) hours will be the officer or Dispatcher/Records Management Officer with the least number of overtime hours of those working at the time the shift is to be filled. Contact an officer or Dispatcher/Records Management Officer on the oncoming shift to work an additional four (4) hours early. The officer or Dispatcher/Records Management Officer who works the second four (4) hours will be the officer or Dispatcher/Records Management Officer with the least number of overtime hours of those scheduled to work the following shift.

If four (4) hours or no hours are covered by the above steps, then the officer or Dispatcher/Records Management Officer with the least amount of hours will be required to work according to step #1 to cover whatever hours are needed to cover the shift. Keep in mind not to create a sixteen (16) hour shift if at all possible.

If there is no other way to cover the shift but with a sixteen (16) hour shift, this must be approved by the following: Contact the Lieutenant first and then a shift supervisor, if you are unable to contact the Lieutenant. Employees shall not be required to fill mandatory overtime on any two (2) consecutive days.
3. All contacts or attempts to contact will be logged in the order they were completed whether the contact was made by telephone, radio or in person. This information will be logged on the overtime Call Log in the shift coverage overtime book. The officer in charge covering the overtime shall be responsible for updating the monthly totals. The officer or Dispatcher/Records Management Officer covering the overtime shall fill out the overtime call log. The officer or Dispatcher/Records Management Officer in charge of covering the overtime shall forward a copy of the overtime call log to the Cpl. in charge of the shift coverage overtime book. The Cpl. in charge of the shift coverage overtime book shall be responsible for insuring that an updated copy of the monthly check sheet and blank copies of the overtime call log sheets are available to the officer who may be required to fill an overtime situation as it arises. The master shift coverage overtime book shall be kept by the Cpl. in charge of the shift coverage overtime.

4. If an officer or Dispatcher/Records Management Officer is in bed, and the spouse or family member refuses to awaken the officer or Dispatcher/Records Management Officer, then this constitutes a refusal, and hours will be charged on the monthly total sheet. However, if the contacting officer or Dispatcher/Records Management Officer receives no answer or the officer is not home, then this is not considered a refusal, and no hours will be charged.

Remember to log all positive and negative responses, no answers, and spouse refusals in the appropriate columns.
### APPENDIX B

#### Wage Schedule

<table>
<thead>
<tr>
<th>Position</th>
<th>Effective 4/27/02</th>
<th>Effective 4/27/03</th>
<th>Effective 4/27/04</th>
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</thead>
<tbody>
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<td><strong>Police Officer 1</strong></td>
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*Applicable increases effective with beginning of first full payroll period following stated date.*
Mr. Bibb announced that the next meeting of the Board of Trustees is scheduled for Friday, October 4.

The meeting was adjourned at 1:49 p.m.