COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

LINCOLN UNIVERSITY OF THE COMMONWEALTH SYSTEM OF HIGHER EDUCATION

AND

THE UNITED FEDERATION OF SPECIAL POLICE AND SECURITY OFFICERS, INC., LOCAL 696

JULY 1, 2007 – JUNE 30, 2011
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>ARTICLE</th>
<th>TITLE</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>RECOGNITION</td>
<td>1</td>
</tr>
<tr>
<td>2</td>
<td>PROBATIONARY EMPLOYEES</td>
<td>1</td>
</tr>
<tr>
<td>3</td>
<td>MAINTENANCE OF MEMBERSHIP</td>
<td>2</td>
</tr>
<tr>
<td>4</td>
<td>CHECK-OFF</td>
<td>2</td>
</tr>
<tr>
<td>5</td>
<td>MANAGEMENT’S RIGHTS</td>
<td>3</td>
</tr>
<tr>
<td>6</td>
<td>UNION REPRESENTATION</td>
<td>4</td>
</tr>
<tr>
<td>7</td>
<td>UNION STEWARDS</td>
<td>5</td>
</tr>
<tr>
<td>8</td>
<td>WAGES &amp; HOURS OF WORK</td>
<td>6</td>
</tr>
<tr>
<td>9</td>
<td>OVERTIME</td>
<td>7</td>
</tr>
<tr>
<td>10</td>
<td>HOLIDAYS</td>
<td>10</td>
</tr>
<tr>
<td>11</td>
<td>SICK &amp; PERSONAL LEAVE</td>
<td>11</td>
</tr>
<tr>
<td>12</td>
<td>VACATIONS</td>
<td>11</td>
</tr>
<tr>
<td>13</td>
<td>CALL IN &amp; REPORTING PAY</td>
<td>13</td>
</tr>
<tr>
<td>14</td>
<td>BEREAVEMENT &amp; JURY DUTY</td>
<td>13</td>
</tr>
<tr>
<td>15</td>
<td>SENIORITY</td>
<td>13</td>
</tr>
<tr>
<td>16</td>
<td>LAYOFFS</td>
<td>15</td>
</tr>
<tr>
<td>17</td>
<td>GRIEVANCE &amp; ARBITRATION</td>
<td>16</td>
</tr>
<tr>
<td>18</td>
<td>EXAMINATION &amp; TRAINING</td>
<td>17</td>
</tr>
<tr>
<td>19</td>
<td>UNIFORMS</td>
<td>18</td>
</tr>
<tr>
<td>20</td>
<td>LEAVE OF ABSENCE</td>
<td>19</td>
</tr>
<tr>
<td>21</td>
<td>JOB OPENING</td>
<td>19</td>
</tr>
<tr>
<td>22</td>
<td>PROMOTION &amp; TRANSFERS</td>
<td>20</td>
</tr>
<tr>
<td>23</td>
<td>COURT TIME</td>
<td>20</td>
</tr>
<tr>
<td>24</td>
<td>BENEFITS</td>
<td>21</td>
</tr>
<tr>
<td>25</td>
<td>GENERAL PROVISIONS</td>
<td>23</td>
</tr>
<tr>
<td>26</td>
<td>DISCIPLINE &amp; DISCHARGE</td>
<td>24</td>
</tr>
<tr>
<td>27</td>
<td>SAVINGS CLAUSE</td>
<td>25</td>
</tr>
<tr>
<td>28</td>
<td>NO STRIKE – NO LOCKOUT</td>
<td>25</td>
</tr>
<tr>
<td>29</td>
<td>INDEMNIFICATION</td>
<td>26</td>
</tr>
<tr>
<td>30</td>
<td>WAIVER</td>
<td>26</td>
</tr>
<tr>
<td>31</td>
<td>TERM OF AGREEMENT</td>
<td>26</td>
</tr>
<tr>
<td>32</td>
<td>INTEGRATION</td>
<td>26</td>
</tr>
<tr>
<td></td>
<td>APPENDIX “A” – WAGE SCHEDULE</td>
<td>28</td>
</tr>
<tr>
<td></td>
<td>APPENDIX “B” – PROGRESSIVE DISCIPLINARY GUIDELINES &amp; CHART</td>
<td>29</td>
</tr>
</tbody>
</table>
THIS AGREEMENT effective as of the __________ day of __________, 2007, is entered into by and between LINCOLN UNIVERSITY OF THE COMMONWEALTH SYSTEM OF HIGHER EDUCATION ("Lincoln" or "University" or "Employer") and THE UNITED FEDERATION OF SPECIAL POLICE AND SECURITY OFFICERS, INC., LOCAL 696 ("Union" or "UFSPSO").

ARTICLE 1 - RECOGNITION

Section 1.1 The University recognizes the Union as the exclusive representative for collective bargaining purposes of certain of its employees pursuant to the certification by the Pennsylvania Labor Relations Board in Case Number PERA-R-06-395-E as hereinafter set forth and this Agreement shall apply to such employees. In a subdivision of the employer unit comprised of all non-temporary full-time non-supervisory employees in the Office of Public Safety including but not limited to campus police, campus officers and residence hall officers, excluding office clerical employees, temporary employees, lieutenants, captains, sergeants, corporals and management level employees, supervisors, first level supervisors and confidential employees as defined in the Pennsylvania Labor Relations Act.

Section 1.2 In this Agreement unless otherwise qualified, “employee” shall mean a person within the bargaining unit described in Section 1.1.

ARTICLE 2 – PROBATIONARY EMPLOYEES

Section 2.1 Any newly hired employee shall be deemed to be on probation for the first ninety (90) calendar days of employment. After he/she has worked such period, the employee shall gain seniority status and his/her seniority date shall revert to the first day the employee earned wages from the University for employment. During the probationary period, the employee may be discharged without recourse to the grievance and arbitration procedures. Probationary employees may, at the sole discretion of the Employer, be entered into an additional forty-five (45) calendar day probationary period upon the expiration of the initial ninety (90) calendar day probationary period for cause, after discussion with the Union.

Section 2.2 Probationary employees shall not be entitled to any benefits provided by this agreement, except that an employee who has successfully completed his probationary period shall be entitled to holiday pay in accordance with Article 10 for any holiday falling within his/her probationary period, and provided further that the accrual of vacation time as set forth in Article 13 shall be retroactive to the beginning of the probationary period for any employee who has successfully completed his/her probationary period.

Section 2.3 A temporary employee is one who is hired for a period of up to ninety (90) calendar days and is so informed at the time of hire, and who is hired to fill a temporary job or a temporary
vacancy or for a special project or to replace any employee on leave or vacation. The said ninety (90) calendar day period may be extended up to an additional thirty (30) calendar days or for the length of leave or the employee being replaced with a written agreement between the University and Union. Temporary employees shall not be entitled to any benefits provided by this Agreement and shall not be included within the bargaining unit.

All but thirty (30) calendar days of the continuous time period during which a temporary employee worked in a specific position shall be counted toward satisfaction of the ninety (90) calendar day probationary period required by new hires provided that the temporary employee becomes a regular full-time employee for the identical position he/she worked as a temporary employee.

**ARTICLE 3 - MAINTENANCE OF MEMBERSHIP**

**Section 3.1** All bargaining unit employees who are Union Members as of the date of ratification of this Agreement or who, thereafter, during its term become members of the Union, shall, as a condition of continued employment, maintain their membership in the Union for the term of this Agreement; provided, however, that any such bargaining unit member may resign from membership in the Union upon thirty (30) calendar days notice by sending a certified letter (return receipt requested) to the Union. The letter shall state that the employee is resigning his membership and, where applicable, is revoking his dues check-off authorization. The Union shall promptly notify the University in writing of any employee covered by this Agreement who has ceased to be a member of the Union and/or has revoked his dues check-off. The payment of dues and assessments while he is a member shall be the only requisite employment condition relating to Union membership.

**ARTICLE 4 – CHECK-OFF**

**Section 4.1** The University agrees to deduct in bi-weekly installments the regular dues, assessments, and initiation fees of the Union from the pay of those members of the Union who individually request in writing that such deductions be made. The amount(s) to be deducted shall be certified by the Union to the University and the aggregate deductions from all Union Members shall be remitted monthly to the Union, together with an itemized statement containing the names of the Union Members from whom the deductions have been made and the amount so deducted from each one. The aforesaid remittance shall be made by the last day of the month following the month in which such deductions have been made. Each Union Member’s written authorization shall be irrevocable for a period of one (1) year, or until the date of the expiration of this Agreement, whichever period of time is shorter. When revoked, the University shall halt the check-off of dues effective the next full pay period.

**Section 4.2** To the extent permitted by law, the Employer further agrees to deduct a fair share fee biweekly from all employees in the bargaining unit who are not members of the Union. Authorization from non-members to deduct a fair share fee shall not be required. The amounts to be
deducted shall be certified to the University by the Union, and the aggregate deduction of all employees shall be remitted together with an itemized statement to the Union by the last day of the succeeding month, after such deductions are made.

Section 4.3 The University shall provide the Union on a one time basis a list of all employees in the bargaining unit represented by the Union as of the date of the ratification of the Agreement. Such list shall be provided promptly after ratification. This list shall contain the employee's name, address, phone number, job classification, date of hire, and whether or not the employee is a member of the Union. The University shall notify the Union of new hires in positions in the bargaining unit promptly after the successful completion by such individual of his or her probationary period. Each employee is at all times responsible for having a correct home address on file with the University. All written notices shall be deemed to be properly provided if sent to the employee's last address of record.

Section 4.4 The University shall be relieved from making check-off deductions for an employee upon:

(a) termination of employment;
(b) transfer to a job outside the bargaining unit;
(c) layoff from work; or
(d) an unpaid leave of absence.

Section 4.5 The Union shall indemnify and save the University harmless against any and all claims, demands, suits, damages, reasonable attorneys fees, costs or any other forms of liability that may arise out of or relate to any action taken or not taken by the University for the purpose of complying with any of the provisions of this Article, including, but not limited to, the deduction of dues, or fair share fees, or that may arise out of or relate to actions taken in reliance on any list or notice furnished by the Union.

ARTICLE 5 – MANAGEMENT'S RIGHTS

Section 5.1 The parties agree that in addition to any other Management Rights of the University, pursuant to Section 5 of the Lincoln University Commonwealth Act of 1971 the entire management, control, and conduct of the instructional, administrative, and financial affairs of the University are vested in the University, and agree that except where expressly limited by this Agreement as it relates to terms and conditions of employment of the bargaining unit employees, the property, business, and affairs of the University shall be managed and controlled exclusively by the University.

Section 5.2 Matters of inherent managerial policy reserved exclusively to the University include, but shall not be limited to, such areas of discretion or policy as the functions and programs of the University, standards of services, budgets, utilization of technology, the organizational structure, and
selection and direction of personnel.

Section 5.3  The University retains the sole and exclusive rights to manage and to control its facilities, and to direct employees referred to in Article 1, Section 1.1. The exclusive right of management retained by the University includes, but is not limited to, the following rights:

- to control its facilities;
- to conduct its business and manage its business affairs;
- to direct its employees;
- to establish and change schedules;
- to hire, to assign work, to transfer, to promote, to demote employees;
- to schedule and require overtime;
- to subcontract work;
- to layoff or recall employees;
- to evaluate performance;
- to determine qualifications;
- to discipline and to discharge for just cause;
- to unilaterally adopt and enforce reasonable rules and regulations and to establish and to effectuate policies and procedures;
- to set and establish standards of performance for employees;
- to determine the number of employees, the duties to be performed, and the hours and location of work;
- to establish, change, or abolish positions, or to continue any function;
- to create any new service or function;
- to make technological changes;
- to install or remove any equipment, regardless of whether any of the foregoing or any other such actions cause reductions or transfers in the work force, or whether such actions require an assignment of additional, or fewer, or different duties, or causes the elimination or addition of positions;
- to either temporarily or permanently close all or any portion of its campuses or facilities and/or to relocate such campuses or facilities or any operations.

The rights expressly reserved by this Article are merely illustrations of and are not inclusive of all of the rights retained by the University.

Section 5.4  The University retains the exclusive right to recruit and select its own employees.

ARTICLE 6 - UNION REPRESENTATION

Section 6.1  Representatives of the Union shall, subject to rules and procedures of the University, have reasonable access to areas of the campus designated by the University. Such access shall be
during reasonable times and shall be with prior notice to the Office of Human Resources. Such access shall only be permitted for the purposes of administering this Agreement and such access shall not be conducted in a manner so as to interfere with normal University operations.

Section 6.2 The Representative of the Union shall obtain the University’s approval, through the Director of Human Resources or such other representative designated by the University, before attempting to investigate or discuss grievances on the Employer’s premises. In addition, any Union representative who is an employee of the University shall request from his immediate supervisor reasonable time off from regular duties without pay (except to the extent provided in Section 7.3) to process grievances for employees in Section 1.1 of this Agreement. Neither the immediate supervisor nor the University is required to grant such a request. If such a request is granted, any such investigation shall be handled so as to not interfere with normal University operations. There shall be no Union business conducted during employees work time, and/or in employee work areas. Employees may engage in Union activities during their rest periods and lunch breaks.

Section 6.3 Union members or representatives may be permitted to use suitable facilities, designated by the Employer, on the Employer’s premises, to conduct Union business during non-work hours upon obtaining permission from the Employer’s Director of Human Resources or such other representative as may be designated by the University. Any costs involved in such use must be paid for by the Union.

Section 6.4 When possible, the University agrees to provide a reasonable number of employees with time off without pay to attend negotiating meetings, provided, however, that such time off does not interfere with the normal operations of the University.

ARTICLE 7 - UNION STEWARDS

Section 7.1 The Employer agrees to recognize one (1) Chief Union Steward and three (3) Union Stewards for this Agreement, duly appointed by the Union. The Union is responsible for notifying the Employer, in writing, as to the individuals officially designated to act as stewards. The activities of these representatives shall not interfere with their work for the University or with the work of other employees of the University, whether or not members of the bargaining unit, or the work of any contractors or subcontractors of the University. Nothing in this agreement shall be construed as the University’s authorizing representatives of the Union acting in their representative capacity to have access to any student, to interfere with any student activity, or to have access to any dormitories or residential buildings of the campus, except to the extent provided in a written authorization by the Director of Human Resources, or by such other representative of the University as has been designated in writing by the University as having the power to grant such authorizations.

Section 7.2 If requested by the Employee, the Employee shall be permitted to have a Union representative present at each Step of the grievance procedure. It is expressly agreed that the unavailability of a Union Steward or full-time Union representative shall not affect the time
restrictions applicable to the Union and employee set forth in Steps 1 or 2 of the Grievance procedure.

Section 7.3 Time spent by a Steward, during regular working hours, directly connected with the processing of a grievance (other than a grievance in which the Steward himself is a grievant) through Steps 1 and 2 of the grievance procedure will be paid for by the University, calculated at the Steward’s regular rate of pay. The grievant will be paid only for time spent during regular working hours directly connected with the processing of his/her grievance through Steps 1 and 2 of the Grievance and Arbitration procedures of Article 17 of this Agreement.

Section 7.4 Whenever a Union Steward must attend a grievance meeting or arbitration hearing, the Steward must first receive the permission of his Supervisor. The University shall not unreasonably deny such permission. In addition, a Steward must inform his supervisor and the Office of Human Resources prior to leaving for the grievance meeting or arbitration hearing and, immediately upon return, of the exact time spent away from his or her assigned workplace.

Section 7.5 The Chief Union Steward and/or Union Stewards will be provided up to ten (10) hours unpaid time off per contract year to attend Union sponsored training programs, following at least thirty (30) calendar days notice to the Employer.

ARTICLE 8–WAGES & HOURS OF WORK

Section 8.1 The sole purpose of this Article is to provide a basis for the computation and payment of straight time, overtime, and other premium wages.

Section 8.2 “Regular rate” of pay is defined as the straight time rate of pay per hour within the pay grade assigned to the employee’s regular job classification as provided in Appendix “A” as attached hereto and made a part of this Agreement.

Section 8.3 The Union expressly understands that adjustments in work schedules and shifts may be necessary to ensure that staffing levels meet the needs of the University. Where the University makes changes in the workweek, the University agrees to inform the Union prior to the implementation of such changes. It is further understood that nothing in this Agreement shall be construed as a guarantee by the University of hours worked per day, per week, or per year.

Section 8.4 The workday shall be defined as the twenty-four (24) hour period commencing with the start of the employee’s shift and terminating twenty-four (24) hours thereafter.

Section 8.5 The work shift may consist of eight (8) to ten (10) work hours within a pre-established work schedule. The regular hours of any shift shall be consecutive except that they may be interrupted by a meal period.
Section 8.6 The University and the Union agree that all employees who work more than eight (8) consecutive hours shall be entitled, where and when possible, to a half (1/2) hour paid lunch break and two paid fifteen (15) minute rest periods per shift, as assigned to each employee by the shift supervisor. It is further understood that when needed for service, the lunch and break periods shall be interrupted and the employee shall report back to duty.

Section 8.7 This section shall not be construed so as to permit any employee to work more than sixteen (16) consecutive hours in a twenty-four (24) hour period except in cases of emergencies.

Section 8.8 For employees assigned to regular shift coverage (those shifts that provide 24 hour coverage for security and patrol of the University’s property), the University will attempt, contingent upon operational necessity, to schedule an employee’s regular days off consecutively within each seven-day workweek.

Section 8.9 The University will post employees’ shifts, workdays and hours on applicable bulletin boards. Except for emergencies and situations necessitating substitute coverage, any changes shall be posted two weeks in advance. Where the University makes changes for other than emergency or immediate substitute coverage reasons or where schedules are to be adopted for new programs, the University agrees to meet and discuss with the affected employee prior to the implementation of such changes or scheduling.

ARTICLE 9 - OVERTIME

Section 9.1

(a) Overtime shall be paid at the rate of one-and-one-half (1 1/2) times the regular rate of pay whenever an employee covered by this Agreement works in excess of forty (40) hours in a work week, except to the extent that Paragraph (b) of this Section 9.1 applies with respect to employees who are required to work on a Sunday that is not the employee’s regularly scheduled workday.

(b) Employees who work on Sunday shall be paid two (2) times their regular rate of pay for all Sunday hours worked, provided that Sundays is not a regularly scheduled workday for the employee, in which case this Sunday premium shall not apply.

Section 9.2 When the University in its discretion has determined that the need for assigned overtime has occurred, the University in non-emergency situations shall, and to the extent possible in emergency situations shall, offer voluntary overtime assignments in the following manner prior to ordering mandatory overtime:

(a) When an overtime detail is required, and when the University has more than three (3) hours notice of said detail, the overtime shall be offered to qualified employees in the applicable classification covered by this Agreement based upon University Seniority,
on a rotating basis. Employees shall be offered such voluntary overtime assignments on a rotating basis, starting at the point of the most senior qualified employee. Once the first available overtime slot has been filled, qualified employees shall be called on a rotating basis from starting at the point following the last employee to accept the available overtime. Employees who are otherwise scheduled for duty or are unavailable due to leave time are passed over and waive their ability to work until the list rotates to their name again.

(b) When the University reasonably anticipates that overtime is to be scheduled, it will use its best efforts to give the employee scheduled to work advance notice of assigned overtime work to be performed.

It is understood and agreed that no employee is relieved from his obligation to accept overtime assignments when the University determines that an emergency exists. An emergency for the purposes of this section exists (i) when there is less than three (3) hours from the time the department learns of the need for overtime and the beginning of the overtime assignment or (ii) when the voluntary overtime procedure has been exhausted and the needs of the department are not met.

In the event that the department learns of a need for overtime work less than three (3) hours prior to the beginning of that work, the University agrees to make every reasonable effort to utilize the voluntary overtime procedure set forth in this Section. However, in that event of no qualified volunteers can be immediately obtained, overtime may be assigned by the University, in its discretion, to qualified employees presently on duty as an alternative to the mandatory overtime assignment procedures in Section 9.3 of this Agreement, or the University may use such standard mandatory overtime assignment procedures.

Section 9.3 When the University in its discretion has determined that the need for assigned mandatory overtime has occurred, the University shall first ask for volunteers from among the qualified bargaining unit employees to the extent required by Section 9.2 of this Agreement. When there are not sufficient qualified employees volunteering to fill any overtime assignments, the University, except to the extent the University in an emergency situation fills an assignment in accordance with Section 9.2, shall assign mandatory overtime in accordance with the following procedure:

(a) If no employee volunteers for overtime, then overtime shall be mandated to the least senior qualified bargaining unit employee, on a rotating basis. Once a qualified employee has been assigned overtime on a mandatory basis, such employee shall not be assigned mandatory overtime again until all qualified employees above him have either been assigned mandatory overtime or have been excused for good and sufficient reasons, regardless of the length of time between mandatory overtime assignment.
(b) In the event a qualified employee is passed over for an assignment of mandatory overtime for any reason, the University has the right to assign such mandatory overtime to the next least senior qualified employee. However, when the next mandatory overtime assignment occurs, the University shall assign such mandatory overtime to the employee(s) previously passed over.

(c) Once each eligible employee has been assigned or mandated to work overtime, the process shall repeat itself.

In the event of an error with respect to the application of this Article, the University shall under no circumstances be required to pay any back pay or other damages to any employee who may have been eligible for but did not receive such overtime assignment.

Section 9.4 This section shall not be construed so as to permit any employee to work more than sixteen (16) consecutive hours in a twenty-four (24) hour period except in cases of emergencies.

Section 9.5 There shall be no duplication or pyramiding in the computation of overtime and other premium wages, and nothing in this Agreement shall be construed to require the payment of overtime and other premium pay more than once for the same hours worked. If more than one of the provisions of this Agreement shall be applicable to any time worked by an employee, he shall be paid for such time at the highest rate specified in any of such applicable provisions, but he shall not be entitled to additional pay for such time under any other of such provisions.

Section 9.6 The University has provided time clocks appropriately placed within the University. Each employee shall use the clock at the start and end of his workday and the start and the end of his lunch period. The University and the Union expressly agree that each employee must use the clock in sufficient time to be at his workstation at the start of his shift. The University and the Union further agree that should any employee use another employee’s time card, it shall be grounds for immediate discipline up to and including discharge.

Section 9.7 Offering of Overtime Opportunities Prior to Use of Subcontract Officers for Special Event Coverage. Notwithstanding the University’s retained management rights, including the right to determine whether to subcontract work or to offer or mandate overtime, the University agrees that when providing for police officer coverage during the hours of special events, such as dances and sporting events, the University will, prior to using subcontracted officers to perform duties typically performed by the bargaining unit police officers, first post such special work opportunities for qualified actively employed bargaining unit officers who are available for, and not scheduled for, the time slots that need to be covered; provided, however, that such special posting of overtime opportunities shall not be required for any special event positions for which the University is not aware of the need at least three (3) weeks in advance of the date of the event. Eligible bargaining unit police officers shall be given at least seventy-two (72) hours after the posting to sign up for such available hours. Any officer who accepts such offered overtime hours but thereafter
without proper cause fails or refuses to work those hours shall be subject to discipline in the same manner as if the officer had failed or refused to perform regularly scheduled work.

The Union understands and agrees that nothing in this Article or elsewhere in the Agreement is to be interpreted as requiring that any employee be recalled from a layoff prior to the use of subcontracted officers, and that this provision is not intended to in any way limit the managerial power of the University to determine staffing, to determine whether to restructure or to cease to maintain the Security Department, or to assign and direct the duties of employees and subcontractors.

ARTICLE 10 - HOLIDAYS

Section 10.1 Subject to the special rules below in Section 10.6 applicable to the “Super Holidays” designated in that section, the following days shall be recognized as paid holidays for full-time employees:

New Year’s Day
Official Birthday of Reverend Dr. Martin Luther King, Jr.
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
The Friday after Thanksgiving Day
Christmas Eve
Christmas Day
New Year’s Eve Day

Section 10.2 If a holiday falls on a Sunday, the following Monday will be observed as the paid holiday, and if a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. If the needs of the University so require, the University may require that a holiday that falls on Sunday be observed on the preceding Friday and a holiday that falls on a Saturday be observed the following Monday.

Section 10.3 Except with respect to “Super Holidays” as defined in Section 10.6 of this Agreement, if a full-time employee is required to work on a holiday set forth in Section 10.1 he/she shall be compensated at two (2) times his/her regular rate of pay for all hours worked on said holiday.

Section 10.4 An employee who is scheduled to work on a holiday but does not work on that holiday shall not receive holiday pay.
Section 10.5  In order to be eligible for holiday pay, an employee must work on that holiday as well as the regularly scheduled day before and the regularly scheduled day after the holiday.

Section 10.6  If a full-time employee is required to work on Thanksgiving, Christmas Eve, Christmas Day, New Year’s Eve, or New Year’s Day (collectively referred to under this Agreement as the “Super Holidays”) he or she shall be paid triple time for hours worked on such Super Holiday but will not be entitled to any day off because of working on that Super Holiday.

ARTICLE 11 – SICK & PERSONAL LEAVE

Section 11.1  Upon completion of a satisfactory probationary period employees shall receive twenty-four (24) sick hours and shall thereafter begin to accrue paid sick leave at a rate of eight (8) hours per calendar month. The maximum amount of accrued paid sick leave hours that can be maintained is 480 hours.

Section 11.2  To be eligible for sick leave, an employee must have notified his/her Supervisor or the Supervisor on duty at the Department of Public Safety at least two (2) hours before the start of his/her regularly scheduled workday.

Paid sick leave may only be taken in increments of at least one (1) hour.

Section 11.3  Employees who are absent three (3) consecutive days or more must furnish the Office of Human Resources with a written certificate of a physician in order for the employee to receive pay for that period of absence. Upon return to work a Leave Request form must be completed in the Office of Public Safety. The presentation of fraudulent statements, oral or written, regarding sick days or time missed, or the presentation of a fraudulent doctor’s certificate, will subject the employee to immediate discipline, up to and including discharge, at the time the fraud is discovered.

Section 11.4  An employee taken ill during working hours and sent home by the University Health Center physician or by his/her supervisor will not be paid for the balance of his/her working day, but can charge the time to his/her sick leave.

Section 11.5  Upon termination for any reason, whether voluntary or involuntary, an employee shall not be compensated for Sick Leave not taken.

ARTICLE 12 - VACATIONS

Section 12.1  Vacation shall be scheduled on a fiscal year basis July 1 through June 30. Except as provided in Section 12.3, vacation may not be accumulated from year-to-year.

Section 12.2  Full-time regular employees as defined in section 1.1 shall be entitled to the following vacations with pay after the anniversary date of their employment.
<table>
<thead>
<tr>
<th>Length of Service</th>
<th>Earned Amount of Vacation</th>
</tr>
</thead>
<tbody>
<tr>
<td>After One (1) year</td>
<td>80 hours</td>
</tr>
<tr>
<td>After five (5) years</td>
<td>120 hours</td>
</tr>
<tr>
<td>After fifteen (15) years</td>
<td>160 hours</td>
</tr>
</tbody>
</table>

Full-time employees with less than five (5) years of service earn vacation at the rate of 6.67 hours a month for every full month of service.

Full-time employees with five (5) or more but less than fifteen (15) years of service earn vacation at the rate of ten (10) hours a month for every full month of service.

Full-time employees with fifteen (15) or more years of service earn vacation at the rate of 13.33 hours a month for every full month of service.

**Section 12.3** Vacations shall be taken in the fiscal year in which they are earned, or in the fiscal year immediately following the fiscal year in which they are earned. Employees who are unable to take vacation time within the allotted time period set above shall first submit to the supervisor a written request for approval of an extension. The supervisor will have five (5) working days to respond in writing. If approved, the extension request and approval shall be submitted by the Employee to the Office of Human Resources. If not approved, or if the supervisor does not timely respond, the employee may appeal by sending a copy of the request and the denial along with an explanation of the appeal to the Office of Human Resources. Human Resources must respond in writing within five (5) working days. Extension request periods shall not exceed a six (6) month period. Vacations may not otherwise be accumulated from year to year. Employees shall not be compensated for any vacation time not taken except as set forth in Section 12.6.

**Section 12.4** The needs of the University come first when scheduling vacations or other time off for an employee. In so far as possible, however, consideration will be given to any specific requests by an employee; competitive requests for the same time off shall be decided in favor of the employee with seniority. If vacation or other time in excess of two consecutive days is to be charged to the vacation accumulation of an employee, it must be scheduled and approved by the Director of Public Safety or designee at least two weeks in advance. Exceptions to these requirements may be made for emergency situations by the Director of Public Safety or designee.

**Section 12.5** Requests for vacation must be submitted to the employee’s supervisor no less than two weeks in advance. If the University fails to approve the vacation requests in writing at least one week in advance then the request shall be deemed disapproved.

**Section 12.6** An employee who is terminated shall be paid only for unused vacation days earned as of the termination date. An employee who retires or who resigns from the University and notifies the University in writing at least two (2) weeks prior to the effective date of retirement or resignation
shall be paid for all unused earned vacation days. No vacation days shall be permitted to be used during the two week notice period prior to the employee’s date of retirement or last day of employment.

ARTICLE 13 - CALL IN & REPORTING PAY

Section 13.1 In the event an employee reports to work for his scheduled shift and is sent home because of lack of work, the employee shall be paid for actual hours worked, or four (4) hours reporting pay at the employees regular rate of pay, which ever is greater.

ARTICLE 14 - BEREAVEMENT & JURY DUTY

Section 14.1 Employees who wish to take time off due to the death of an immediate family member should notify their supervisor immediately.

Section 14.2 Up to three (3) days of paid bereavement leave will be provided subject to University policies to eligible full time employees. Bereavement pay is calculated based on the base pay rate at the time of the absence. Employees may, with their supervisor’s approval, use any available paid leave for additional time off as necessary.

Section 14.3 Lincoln defines “immediate family” as the employee’s spouse, parent, child, sibling; the employee’s spouse’s parent, child, or sibling; the employee’s child’s spouse; grandparents or grandchildren; or other member of the employee’s immediate household. If death in the family occurs while an employee is on vacation or a holiday, bereavement leave shall be in addition to that time.

Section 14.4 Full-time employees shall be granted a leave of absence with pay for time spent on jury duty. Employees shall be paid the difference between any jury duty compensation they receive and their regular wages for each day of service on jury duty. The University requires proof of jury duty.

ARTICLE 15 - SENIORITY

Section 15.1 The definition of seniority shall be as follows:

(a) “University Seniority” shall be defined as the length of time an employee has been continuously employed in a full-time capacity at the University beginning with the date and hour on which the employee began to work after last being hired.

(b) “Classification Seniority” shall be defined as the length of time an employee has worked continuously in the specific job classification of either Police Officer or Resident Hall Officer.
Section 15.2 Seniority shall accrue as follows:

(a) The University shall keep a seniority list for Full-time regular employees. Employees shall not accrue Classification Seniority in more than one job classification at any time.

(b) An employee's University Seniority shall commence after the completion of his/her probationary period and shall be retroactive to the date and hour on which the employee began work after last being hired.

(c) Classification Seniority shall accrue after the completion of an employee's probationary period, if any, retroactive to the date and hour on which the employee began to work after last hired. Classification Seniority shall accrue during the time an employee works in a specific job classification that is covered by this Agreement. Seniority for employees hired on the same date and hour shall be determined by alphabetical order.

Section 15.3 An employee shall lose all seniority rights and all other rights under this Agreement and shall cease to be an employee of the University when:

(a) The employee quits or resigns;

(b) The employee is discharged for just cause;

(c) The employee is absent from work for three (3) consecutive workdays without notifying the University;

(d) The employee fails to report back to work at the conclusion of an approved leave of absence;

(e) The employee fails to notify the University of his/her intention to report back to work within three (3) working days after recall from layoff, which recall shall be by registered mail to an employee's last known address, or fails to return to work within three (3) working days after the effective date of recall from layoff;

(f) The employee retires; or

(g) The employee is laid off for a period of one year or more.

Section 15.4 The University shall post on all bulletin boards every six months a seniority list showing the continuous service of each employee. A copy of each list shall be forwarded to the
Union Local President and Chief Union Steward when it is posted. Any grievance based on the content of a posted seniority list must be filed within five (5) calendar days of the posting of that list. If such a grievance is not filed within that five day period, no grievance may subsequently be filed against the University based on action taken by the University consistent with, and in reliance upon, the posted seniority list.

**ARTICLE 16 - LAYOFFS**

**Section 16.1** The University and the Union agree that in the event of a layoff, probationary employees shall be laid off first without regard to their individual periods of employment. Probationary employees shall not accrue seniority while on layoffs and shall have no recall rights.

**Section 16.2** In the event of a layoff within a position, employees in that position will be laid off in inverse order of their University Seniority provided the remaining employees within the position are qualified to perform the remaining jobs within the position.

**Section 16.3** Full-time regular employees shall continue to retain recall rights and accrue seniority for a twelve (12) month period commencing from the date of the layoff.

**Section 16.4** Whenever a vacancy occurs in a bargaining unit position and the University decides to fill that vacancy, bargaining unit employees who are on layoff in that position shall be recalled in accordance with their seniority provided they have, at that time, the required qualifications to perform the job. If a vacancy occurs in a position and the University decides to fill that vacancy and there is no employee on layoff from that position who is qualified to perform the job, the University may hire a new employee who has the requisite qualifications despite that there are unqualified bargaining unit employees on layoff. Recall notices shall be sent by registered mail to the employee’s last known address. It shall be the responsibility of each employee to keep the University informed in writing of his/her address.

**Section 16.5** The University and the Union agree that, in the event of a layoff, the Union’s Chief Union Steward and one (1) other Union Steward designated by the Union, provided they are qualified, will have “super seniority” and will be the last qualified employees affected by such a layoff. The affected Officers will have the right to exercise their bumping rights or take the layoff. The least senior qualified employee would be bumped.

**Section 16.6** An employee shall not earn any vacation days or sick days during any period of layoff.
ARTICLE 17 – GRIEVANCE & ARBITRATION

Section 17.1  A grievance shall be defined as any difference between the parties regarding the interpretation or application of any of the provisions of this Agreement. The grievance procedure and arbitration provisions outlined in this Article shall be the exclusive means of resolving any such grievance.

Section 17.2  In case of a discharge, the parties agree to proceed directly to the Step Two (2) meeting within ten (10) University Days after a written grievance is submitted to the University.

Section 17.3  In cases of a group grievance, the parties agree to proceed directly to the Step Two (2) meeting within ten (10) University Days after a written grievance is submitted to the University.

Section 17.4  A grievance shall be processed pursuant to the following:

Step 1: Within five (5) University Days after the occurrence of an event upon which a grievance is based, an employee having a grievance and/or a Union Steward shall submit the grievance, in writing, to the Director of Public Safety or such other individual as may in the future be designated in a written notice by the University to the Union to act on behalf of the University, stating precisely the character of the grievance, the section or sections of this agreement allegedly violated, and the remedy sought. The Director of Public Safety or the University’s designee shall respond, in writing, to the grievance within five (5) University Days after submission of the grievance. Failure of the Director of Public Safety or the designee to furnish a written response within five (5) University Days will be deemed a denial. If the Union is not satisfied with the response, the grievance may be appealed in writing to Step 2 within five (5) University Days after receipt of the response, or if no written response is furnished by the University, within five (5) University Days from the date on which the University’s written response was due.

Step 2: A conference will be held between the employee submitting the grievance, the Union Steward, a Union representative, the Director of Public Safety or his/her designee, and the Director of Human Resources or his/her designee, and any other representative of the University that it so designates, within fifteen (15) University Days of receipt of the appeal. The University's decision on the Step 2 appeal shall be due, in writing, within ten (10) University Days after the conference is held. Failure of the University to furnish a written response within the ten (10) days period will be deemed a denial. If the grievance remains unsettled, it may be appealed by the Union to an impartial arbitrator appointed by mutual agreement of both parties in accordance with Section 17.7. Such an appeal must be filed within fifteen (15) University Days after receipt of the University's answer or, if no written response is furnished by the University, within fifteen (15) University Days from the date on which the University’s written response was due.
Section 17.5  It is the intention of the parties that the time limitations and the requirements of the grievance procedure be rigidly followed. An untimely grievance shall not be considered by the arbitrator. Any dispute or grievance not processed or appealed by the Union within the time limits set forth in any Step shall be considered settled on the basis of the Employer’s last preceding answer.

Section 17.6  A failure of the Employer to respond to a grievance in a timely manner prior to the deadline for said response will be treated as a denial of the grievance, enabling the grievant to proceed to the next step of the process within the specified time limits.

Section 17.7  In the event the University and Union cannot agree upon an arbitrator within fifteen (15) days of the filing of the appeal from Step 2, the matter shall, forthwith, be submitted to the Pennsylvania Bureau of Mediation (PBM) and the PBM shall be required to submit a list or lists of arbitrators for the selection of an impartial arbitrator. If the parties make no mutually acceptable selection after the elimination of the second list, the PBM shall appoint the arbitrator in accordance with its rules then in effect. The arbitration proceeding shall be held at such time and place as is convenient to the parties, consistent with the circumstances of the case. The decision of the arbitrator shall be final and binding upon the parties, but he or she is to have no authority to add to, subtract from, or modify this Agreement. In all cases, arbitration proceedings shall be conducted in accordance with the rules of the Pennsylvania Bureau of Mediation (PBM) then in effect.

Section 17.8  The decision of the Arbitrator on any matter within his/her jurisdiction shall be final and binding on the University, the Union, and the grievant. The University and the Union shall share the expenses and fees of the Arbitrator equally.

ARTICLE 18 – EXAMINATIONS & TRAINING

Section 18.1  If the University requires an employee to take any type of examination as a condition of employment such as, but not limited to, psychological examination or physical examination, then the University shall designate the examiner who will perform any required exam and shall bear the cost of such examinations.

Section 18.2  If the University requires an employee to attend any type of training class as a condition of employment such as, but not limited to, Police, Security, Fire Safety, and/or Drivers Classes, then the University shall designate the provider of that training class and shall bear the cost of such classes. Any existing Police Officer who fails to meet such requirements may be required to step-down to a Residence Hall Officer position. Upon successful completion of the required training following such a downgrade, and also upon a Police Officer position thereafter becoming available, the downgraded employee may be promoted back to a Police Officer position. Any existing Police Officer who declines the downgrade to a Residence Hall Officer position in accordance with this Section may be subject to administrative proceedings up to and including termination. Any existing Residence Hall Officer who fails to meet training requirements may be subject to administrative proceedings up to and including termination.
Section 18.3 Employees will be compensated at their regular rate, in accordance with Article 8 Section 8.2, when they attend examinations or training classes which the University requires them to attend. Such compensable time shall include the Employee’s time spent traveling to attend such examinations or training classes if the examination or class is scheduled for a time when the employee would otherwise be off duty.

Section 18.4 All work performed under this Article will be considered when calculating eligibility for overtime pay.

Section 18.5 The University shall pay the annual membership fee for firearm qualification, such as is currently done at the Target Master Range, for those employees required to carry firearms as part of his or her duties, and will provide those employees with ammunition for qualification. The firing range provider shall be designated by the University in its discretion. A Police Officer’s failure to qualify on the requisite firearm shall be grounds for immediate termination.

ARTICLE 19 - UNIFORMS

Section 19.1 The University shall provide employees with any special equipment, materials, devices, or apparel it determines must be worn or used by employees.

Section 19.2 The University shall have all body armor issued to employees professionally fitted.

Section 19.3 The University agrees to provide employees with four (4) replacement uniforms once every 24 months. The Employee shall, at all times, ensure that his or her appearance, in the prescribed uniform, is in compliance with all written Public Safety Department directives and regulations and will be responsible for the correct sizing and maintenance of his or her uniform.

Section 19.4 All uniforms and equipment must be returned to the University upon termination of employment. Failure to comply with this requirement will result in the cost of said uniforms and/or equipment being deducted from any monies due the employee, or the employee otherwise being charged for such costs. In the event that negligence or malfeasance on the part of the employee results in damage to uniforms or equipment, the employee will be responsible for reimbursing the University for said damage or costs. The University may require that such reimbursement be handled through deductions that employee agrees, through written authorization, shall be taken out of his or her paychecks. The employee shall, in all cases, use uniforms and equipment with care. Employees shall be required to comply with dress code requirements of the University, and to maintain proper grooming, cleanliness and hygiene at all times.
ARTICLE 20 - LEAVE OF ABSENCE

Section 20.1 All requests for unpaid leave shall be in writing, and signed by the employee and the Director of Public Safety or such other individual designated in writing by the University in the future.

Section 20.2 In cases of medical leave, the University shall require the employee to provide written medical certification on a regular semi-monthly basis. This information must be forwarded to the Director of Human Resources or such other individual designated in writing by the University in the future. Failure to do so can lead to disciplinary action up to and including termination.

Section 20.3 An Employee's University Seniority and Classification Seniority as defined in Article 15, shall be frozen and shall not accrue during any unpaid leave. An employee shall not earn any vacation days or sick days during unpaid leave, and shall not be entitled to any holiday pay.

Section 20.4 Employees returning from an unpaid leave of absence who have not scheduled a specific date on which they are to return, must notify the Employer in writing at least five (5) calendar days before said employee’s intended date of return to work.

Section 20.5 Employees on leave of absence shall not be permitted to accept other employment during their leave. Violators shall be subject to immediate discharge.

Section 20.6 There shall be no pyramiding of pay for leaves of absence, and the time for any leaves of absence shall run concurrently, and not consecutively, in the event that the employee is entitled to more than one type of leave at the same time. This includes leave under the Family and Medical Leave Act of 1993 (“FMLA”).

Section 20.7 FMLA leaves of absence shall be in accordance with policies of the University, which may be amended by the University in its sole discretion. Disputes relating to FMLA leaves or relating to rights under the FMLA shall not be subject to the Grievance and Arbitration provisions of this Agreement.

ARTICLE 21 - JOB OPENINGS

Section 21.1 When a Job Opening exists that is covered by this Agreement in Article 1 Section 1.1, the University shall post a notice of the Job Opening for at least five (5) University Days on the University’s bulletin boards and, at the discretion of the University, also on the University’s website. The notice will state the Job Classification, Job Title, Shift Vacancy and Salary.

Section 21.2 Employees wishing to bid for the opening must submit a Job Vacancy Bid Form to the Director of Human Resources within the first five (5) University Days during which the notice is posted on the bulletin board. Job Vacancy Bid Forms will be available in the Office of Human
Resources.

Section 21.3 The University may interview the bidders for the opening and may require that applicable tests be taken or retaken by those employees who are bidding on a higher Job Classification.

Section 21.4 If two or more bargaining unit employees who are qualified to perform the vacant position have bid on the position, the bargaining unit employee with the greatest University Seniority shall be entitled to the position.

Section 21.5 The University shall first attempt to fill the Job Opening with bargaining unit employees, and if no present employee submits a Job Vacancy Bid Form or is qualified to fill the vacancy, the University may employ someone from outside the bargaining unit.

Section 21.6 Within thirty (30) calendar days from the date of the job vacancy posting, the University may fill any opening temporarily until there has been a permanent award of the job to an employee or until a new employee is hired for the job. The University may decide at any time not to fill a vacancy.

**ARTICLE 22 – PROMOTIONS & TRANSFERS**

Section 22.1 Promotions are solely within the discretion of the University.

Section 22.2 When an employee is transferred to a higher, equal, or lower paying job in the bargaining unit, the transfer shall be based on the needs of the University. The University shall transfer employees based on their qualifications and seniority. Transfers involving jobs outside of the bargaining unit are not governed by this Agreement.

Section 22.3 An employee, when promoted or transferred to another position within the bargaining unit, shall be on probation in the new position for thirty (30) calendar days during which time the employee may be returned to his/her former position if his/her performance in the new position is deemed unsatisfactory by the supervisor. When an employee accepts a position that has become vacant as a result of the promotion or transfer of another employee, the employee shall do so with the understanding that a return may be made to the previous position if the first employee is returned to his/her former position.

**ARTICLE 23 – COURT TIME**

Section 23.1 Court time begins when the employee reports to the court at the time designated by the court and ends when the employee is no longer required to remain at court.

{L0339105.4} 20
Section 23.2 Employee’s time spent traveling for a court appearance directly related to his or her capacity as a Police Officer or Residence Hall Officer of the University shall be compensated at the employee’s regular rate of pay.

Section 23.3 When an employee is called to testify in court in his or her capacity as a Police Officer or Residence Hall Officer of the University and the employee is off duty, the University shall compensate the employee at their regular rate of pay for the actual time worked, or a minimum of two (2) hours, whichever is greater.

Section 23.4 Compensation shall only be required in those cases where the testimony is directly related to actions taken while performing their assigned duties as a University Police Officer or Residence Hall Officer.

Section 23.5 Actual time spent working in connection with Court appearances in accordance with this Article shall be considered as time worked for the purpose of calculating overtime under this Agreement.

ARTICLE 24 - BENEFITS

Section 24.1 The University shall, subject to any required employee elections or contributions, offer to bargaining unit employees such employee benefit programs determined by the University in accordance with University policies that provide for life insurance, short and long term disability insurance (in accordance with Section 24.3), group health insurance (in accordance with Section 24.6), dental, and vision insurance. All full-time bargaining unit employees who have successfully completed their probationary period and have been notified by the Office of Human Resources that they are regular, full time employees of the University shall be eligible for inclusion within the aforesaid plans, subject to the terms of such plans and University policies. The University has the right to modify plan terms and to change carriers at its sole discretion.

Section 24.2 During the probationary period, full-time employees wishing to participate in the employee benefit programs, to the extent they are otherwise eligible under the terms of the respective benefit plans, must pay the entire cost of coverage under the plan. An exception to this is the life insurance plan in which employees participate during their first year of employment.

Section 24.3 The University shall provide both short and long term disability plans to all full-time bargaining unit employees. The short term disability benefits shall be consistent with the terms outlined in the Lincoln University Group Short Term Disability Insurance Program booklet dated July 1, 2005 from Reliance Standard Life Insurance Company, or such reasonably similar substitute coverage determined by the University. The long term disability benefits shall be consistent with the terms outlined in the Lincoln University Group Long Term Disability Insurance Program booklet dated July 1, 2005 from Reliance Standard Life Insurance Company, or such reasonably similar substitute coverage determined by the University. The Parties agree that the University may
substitute the carrier or policy provided that the replacement policy includes a definition of disability, waiting period, maximum period of benefits, and weekly benefit income that are reasonably similar to such terms of the aforesaid Reliance Standard Life Insurance Policies.

Section 24.4 The present retirement plan, with its current eligibility provisions, carried with the Teacher's Insurance and Annuity Association - College Retirement Equities Fund shall be made available by the University to full time bargaining unit employees in accordance with the terms of the plan as they may be from time to time amended by the University. The University shall automatically contribute to this plan at the rate of 5% of an employee's annual salary. In addition, the University will match any elective employee contribution on a one-to-one basis up to 5% of an employee's annual salary. Employee contributions to the plan are voluntary. Should the employee elect not to contribute to the retirement plan, then the University shall not be required to make any contribution above the automatic 5% employer contribution stated above. The terms of the aforesaid plan may be duly amended from time to time by the University in accordance with the provisions of the governing plan documents.

Section 24.5 Education Benefits--After one year (12 months) of full-time continuous employment, a bargaining unit employee is eligible to take one (1) course during each of the Fall and Spring semesters, provided that the employee is otherwise eligible under generally applicable policies of the University concerning education/tuition remission benefits. One (1) course is also permitted during the summer session at the University under the tuition remission policy. Due to the nature of work performed by the employees covered under this Agreement and the number of persons needed per shift, the Director of Public Safety will determine when and how many persons on duty will be allowed to take courses during the scheduled work day. Requests for permission to take classes must be pursuant to the terms and conditions of the tuition remission policy. Employees granted permission to take courses understand that their lunch and break schedule may be affected accordingly. Employees granted permission to take courses during their scheduled workday also agree that when necessary and needed, they will leave the class in order to return to duty. A change in the regular work schedule can only be made, at the discretion of the University, where adequate coverage is available. After one (1) year of full-time continuous service, an employee is eligible to receive tuition benefits for his/her spouse and children. An eligible employee's dependents may receive tuition remission to attend the University on a full-time basis. Any dependent may take courses for eight (8) semesters or for 128 semester hours, whichever comes first. A dependent may not be enrolled for more than eight semesters. Room, board, general, and miscellaneous fees (Lab Fees, etc) are not covered. Application should be made directly to Admissions and Financial Aid, who will help the employee follow the proper procedures. There is no limitation concerning the number of dependents taking courses but, to be eligible, a dependent must be either a spouse, son, daughter, stepson, or stepdaughter. If remitted tuition is requested for a dependent, that person must live in the employee's household and must qualify as a dependent for purposes of federal income tax. The University shall require proof of this living arrangement and tax status. To maintain eligibility, the employee or dependent must satisfactorily complete the course work according to the scholastic standards required by the University.
Section 24.6 Group Health Coverage, as determined by the University, shall be made available to bargaining unit employees in accordance with University policies. Employees shall share in the cost of such coverage, through monthly employee contributions, in accordance with University policies and plans, including any University cafeteria plan terms, except that that the monthly employee contribution (which may be deducted by the University from the employee’s pay pursuant to any cafeteria plan of the University) shall for individual ("employee-only") base plan coverage elected by the employee not exceed the following:

- For the 2 year period 7/1/07 through 6/30/09 -- $25 per month
- For the 2 year period 7/1/09 through 6/30/11 -- $30 per month

Bargaining Unit Employees who elect coverage for dependents, or who elect any group health coverage plan option other than the base plan, including the current "open access" plan, shall be required to pay employee contributions in amounts determined by the University consistent with applicable University policy for the duration of this Agreement.

ARTICLE 25 - GENERAL PROVISIONS

Section 25.1 Notices - The University and the Union shall keep each other advised, in writing, of the names of authorized management and union representatives.

Section 25.2 Gender - Pronouns of either gender used in this Agreement are equally applicable to the masculine and feminine gender.

Section 25.3 The University shall make reasonable provisions for the safety and health of the employees during the hours of their employment.

Section 25.4 The University agrees to furnish and maintain bulletin boards in places determined by the University to be reasonably accessible to bargaining unit members. The University has the right to place such bulletin boards in locations that are not in the areas of the University used by visitors and students. The Union shall limit the posting of notices and bulletins on such bulletin boards to Union business only.

Section 25.5 Supervisors - Supervisors may perform bargaining unit work for purposes of instruction, training, employee’s relief or emergencies, to cover for employee absenteeism or leave, to fill open positions during required job posting periods, and/or otherwise as reasonably required to provide proper coverage.

Section 25.6 This Agreement is subject to the approval of the University’s Board of Trustees.
Section 25.7  The Employer and the Union recognize that newly hired employees who are employed to perform as Police Officers must obtain an Act 120 Training Standards Qualification, or its equivalent as determined by the University, prior to performing Police Officer duties. An employee will be required to pass Firearms qualifications at least once a year to maintain their Police Officer status. Current Police Officers as of the effective date of this Agreement who do not have Act 120 Training Standards Qualification, or its equivalent as determined by the University, may be required by the University to obtain such Act 120 Certification as budgetary funds permit based on seniority.

Section 25.8  The University will endeavor to include within an employee’s paycheck an accumulation of the number of unused sick and vacation days. However, it is expressly understood that it is ultimately the employee’s responsibility to report time accurately and it is the University’s responsibility to keep an accurate account of the employee balances for accumulated leave time. An employee will not be entitled to additional sick or vacation days beyond those allowed by this Agreement, due to any error by the University.

Section 25.9  An employee who is accidentally overpaid compensation of any kind due to an error by the University is not entitled to retain such overpayment. At the election of the University, any such overpayment may be withheld from the employee’s future paychecks in reasonable amounts so as to not create an undue hardship for the employee.

Section 25.10  For the purposes of this Agreement, the term "University Day" shall mean a day when classes or examinations are scheduled in accordance with the official Lincoln calendar. When any of the specified dates in this Agreement falls on a Saturday, Sunday or holiday, the effective date shall be the following University Day.

ARTICLE 26 – DISCIPLINE & DISCHARGE

Section 26.1  The University shall have the right to dismiss, suspend and/or otherwise discipline for just cause, including but not limited to violation of the Universities rules and regulations. The exclusive means by which appeals pertaining to dismissals, suspensions, or disciplinary action shall be made is the grievance and arbitration procedure outlined in Article 17 of this Agreement.

Section 26.2  The University and the Union realize that certain actions by employees demand immediate discharge. In all other cases, the Union and the University will follow the attached Progressive Disciplinary Guidelines and Chart as stated in Appendix B.

Section 26.3  In the event an employee is suspended or discharged, the University shall notify the employee affected and the Union in writing immediately, whenever possible, but no more than five (5) University Day’s after the effective date of the suspension or discharge.

Section 26.4  Provided that the employee has had no disciplinary infractions of any kind during the
three hundred and sixty-five (365) calendar day period following the date of the most recent prior infraction, all disciplinary actions will be removed from an employee’s file after a period of three hundred and sixty-five (365) calendar days of the date of the infraction, except for records of disciplinary actions for infractions that are severe enough in nature to warrant suspension for first offense and except for disciplinary actions addressing a prevalent or pervasive issue with respect to the individual employee, which types of infractions shall not be expunged from the employee’s disciplinary record merely because of the passage of time. Prevalence or pervasive will be determined based on three (3) or more occurrences.

Section 26.5  Employees evaluations shall be performed at least once each year.

Section 26.6  If any bargaining unit employee is convicted of a crime, the employee shall be subject to immediate termination.

ARTICLE 27 - SAVINGS CLAUSE

Section 27.1  Should any part of this Agreement or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by a decree of any court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof. Remaining parts or provisions shall continue in full force and effect.

ARTICLE 28 – NO STRIKE – NO LOCKOUT

Section 28.1  The Union agrees that during the term of this Agreement, neither the Union, nor any of its agents, representatives, employees or members will authorize, instigate, aid, condone or engage in any work stoppage, strike, work slowdown, sick-out or any other action of any type which has either the purpose or effect of stopping, slowing or in any way impeding the work of the University or any of its employees, agents, assignees or contractors. Additionally, the Union agrees that at no time including during the terms of this Agreement shall the Union, any of its agents, representatives, employees or members engage in any concerted action in failing to report for duty, the willful absence from one’s position, the stoppage of work, slow down, or in the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for any purpose, including the purpose of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges, or obligations of employment. It shall be a violation of this Agreement, and it shall be cause for immediate discharge, in the event an employee refuses to go through or work behind any picket lines involving other employee organizations, or refuses to go through or work behind any picket lines involving other employee organizations at the University’s place or places of business provided the University provides the employees with a safe and secure manner to enter and exit the premises. The Employer agrees that during the term of this Agreement there shall be no lockout of the employees in any form.
ARTICLE 29 – INDEMNIFICATION

Section 29.1 The Union shall indemnify and save the University harmless from any claims, suits, judgments, costs or attorneys’ fees, attachments, and from any form of liability as a result of making any payments under this Agreement, or otherwise complying with its obligations to do so under this Agreement. The University is not liable or responsible for any acts of the Union or any of its officers and agents; or for any act of any Trustee administering any Pension Fund, Health & Welfare Fund, or 401k plan the Employer may be required to pay into under the terms of this Agreement, or any agent of said Trustees; and none of the same shall have the authority to bind the Employer to any contract. The Employer’s sole obligation under this Agreement shall be to make the timely, monthly payments in the set amounts and manner herein provided. The specified payments shall be the maximum that may be required of the Employer.

ARTICLE 30 - WAIVER

Section 30.1 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining and that the understandings and agreements arrived at thereafter are contained in this Agreement.

Section 30.2 The University and the Union, for the life of this Agreement, each voluntarily and unqualifiedly, waive the rights, and each agrees that the other shall not be obligated to bargain collectively, with respect to any subject matter not specifically referred to or covered in this Agreement.

ARTICLE 31 - TERM OF AGREEMENT

Section 31.1 This Agreement shall remain in full force and effect from July 1, 2007 through June 31, 2011. To the extent that this Agreement is ratified and executed subsequent to July 1, 2007, all provisions relating to increases in the rates of pay shall be applied retroactively. Employees shall not be required, however, to retroactively pay health coverage employee contributions.

ARTICLE 32 - INTEGRATION

Section 32.1 The University and the Union acknowledge that this Agreement represents the results of collective negotiations between said parties conducted under and in accordance with the provisions of the Public Employee Relations Act and constitutes the entire agreement between the parties for the duration of the life of said Agreement; each party waiving the right to bargain collectively with each other with reference to any other subject, matter, issue, or thing whether specifically covered herein or wholly omitted here from and irrespective of whether said subject was mentioned or discussed during the negotiations preceding the execution of this Agreement.
Section 32.2 - Any past practices that are not expressly provided for in this Agreement are waived and shall have no continuing effect.

IN WITNESS WHEREOF, the duly chosen representatives of the parties herein affirm that they have the authority to enter into this Agreement on behalf of themselves and their principal and hereto affix their hands and seals.

FOR: UNITED FEDERATION OF SPECIAL POLICE AND SECURITY OFFICERS, INC., LOCAL 696, LINCOLN UNIVERSITY POLICE

BY: ___________________________  BY: ___________________________

______________________________  ______________________________

______________________________  ______________________________

Date: 10/09/03  Date: ________

FOR: LINCOLN UNIVERSITY OF THE COMMONWEALTH SYSTEM OF HIGHER EDUCATION

BY: ___________________________
APPENDIX “A” - COMPENSATION SCHEDULE

The “Regular Rate” of hourly pay shall for bargaining unit employees hired on or after July 1 of any year in which a percentage increases in wages applies shall be the “Starting Base Wage Rate” for the employee’s job classification as set forth in the Schedule of Starting Base Wage Rates (Table 1) below. For bargaining unit employees already employed in the classification prior to July 1 of any calendar year in which a percentage increase provided for in the Schedule of Annual Wage Rate Increases (Table 2) below, the employee’s “Regular Rate” shall be the hourly base rate of the employee in effect at the end immediately proceeding calendar year (i.e., June 30), as adjusted by the percentage increase set forth in the Schedule of Annual Wage Rate Increases below.

### SCHEDULE OF STARTING BASE WAGE RATES (TABLE 1)

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Campus Police</td>
<td>$13.09/HR</td>
<td>$13.55/HR</td>
<td>$14.02/HR</td>
<td>$14.51/HR</td>
</tr>
<tr>
<td>Resident Hall Officer</td>
<td>$10.45/HR</td>
<td>$10.82/HR</td>
<td>$11.19/HR</td>
<td>$11.59/HR</td>
</tr>
</tbody>
</table>

### SCHEDULE OF ANNUAL WAGE RATE INCREASES (TABLE 2)

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Campus Police</td>
<td>5.0%</td>
<td>3.5%</td>
<td>3.5%</td>
<td>3.5%</td>
</tr>
<tr>
<td>Resident Hall Officer</td>
<td>5.0%</td>
<td>3.5%</td>
<td>3.5%</td>
<td>3.5%</td>
</tr>
</tbody>
</table>
APPENDIX “B”:

Progressive Disciplinary Guidelines and Chart
All instances of misconduct will be dealt with appropriately, based upon the frequency and seriousness of the offense and the circumstance under which it occurred. Therefore, if an Employee violates a work rule or engages in any other act of misconduct, he or she will be subject to incremental levels of discipline as outlined in the guidelines below.

A. The infractions, offenses, and penalties contained in this order shall serve as a guide in the administration of a fair uniform method of discipline for violations of department rules, procedures, and ethics.

It shall be the policy of the University, to ensure that all penalties recommended be within the prescribed limits.

All disciplinary records shall be maintained by the University in the employee’s personnel file in the Office of Human Resources.

Procedures for the actual administration of penalties and remedies for violations shall be conducted in accordance with University Policies and Guidelines.

B. PENALTIES

In the event an employee engages in any conduct which the University reasonably determines to constitute a crime, the University, in its sole discretion, may immediately discipline the employee in any manner it determines to be appropriate, up to and including dismissal.

A violation of any University rule or requirement that the University determines does not constitute a crime will result in the imposition of the penalties described herein.

C. Repeated violations of Department rules and regulations or other types of misconduct, which result in a pattern of unsatisfactory behavior inconsistent with satisfactory job performance, will be cause for dismissal.

The rules and regulations contained in this Appendix do not include all the offenses for which an officer may be disciplined or dismissed. The University reserves the right to discipline and/or dismiss an officer for other proper reasons not specifically set forth in this manual.

Guidelines for Disciplinary Action
The following chart represents the disciplinary actions that shall be taken for certain enumerated offenses. This is only a guideline and is not inclusive of all offenses or work rule violations that are subject to disciplinary action. Furthermore, nothing contained in this chart limits the University’s right to discipline or discharge employees in any way. The University also reserves the right to, at any time, add to, delete from, or change this list when the University deems such action necessary.
<table>
<thead>
<tr>
<th>OFFENSE</th>
<th>1ST</th>
<th>2ND</th>
<th>3RD</th>
<th>4TH</th>
</tr>
</thead>
<tbody>
<tr>
<td>Uniform Violation</td>
<td>VERBAL WARNING</td>
<td>WRITTEN WARNING</td>
<td>3-DAY SUSPENSION</td>
<td>DISCHARGE</td>
</tr>
<tr>
<td>Failure to Give 2-Hour Notice Before Calling Out</td>
<td>WRITTEN WARNING</td>
<td>3-DAY SUSPENSION</td>
<td>DISCHARGE</td>
<td>N/A</td>
</tr>
<tr>
<td>Unprofessional Conduct</td>
<td>VERBAL WARNING</td>
<td>WRITTEN WARNING</td>
<td>3-DAY SUSPENSION</td>
<td>DISCHARGE</td>
</tr>
<tr>
<td>Failure or Refusal to Meet Work Standards</td>
<td>WRITTEN WARNING</td>
<td>3-DAY SUSPENSION</td>
<td>DISCHARGE</td>
<td>N/A</td>
</tr>
<tr>
<td>Violation of Safety Rules</td>
<td>WRITTEN WARNING</td>
<td>3-DAY SUSPENSION</td>
<td>DISCHARGE</td>
<td>N/A</td>
</tr>
<tr>
<td>Unauthorized Soliciting University Property, Students, Visitors, Vendors or Contractors</td>
<td>WRITTEN WARNING</td>
<td>3-DAY SUSPENSION</td>
<td>DISCHARGE</td>
<td>N/A</td>
</tr>
<tr>
<td>Leaving the Work Area Without Permission</td>
<td>3-DAY SUSPENSION</td>
<td>DISCHARGE</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Disobedience to Proper Authority</td>
<td>3-DAY SUSPENSION</td>
<td>DISCHARGE</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Countermanding Orders of a Supervisor/Supervisor</td>
<td>WRITTEN WARNING</td>
<td>3-DAY SUSPENSION</td>
<td>DISCHARGE</td>
<td>N/A</td>
</tr>
<tr>
<td>Abusive or Threatening Language</td>
<td>WRITTEN WARNING</td>
<td>3-DAY SUSPENSION</td>
<td>DISCHARGE</td>
<td>N/A</td>
</tr>
<tr>
<td>Refusal or Failure to Perform Assigned Work Duties</td>
<td>WRITTEN WARNING</td>
<td>3-DAY SUSPENSION</td>
<td>DISCHARGE</td>
<td>N/A</td>
</tr>
<tr>
<td>Sleeping on Duty</td>
<td>3-DAY SUSPENSION</td>
<td>DISCHARGE</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Gambling</td>
<td>3-DAY SUSPENSION</td>
<td>DISCHARGE</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Falsifying Attendance Information/ Clock-In Another's Time</td>
<td>DISCHARGE</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Willful Destruction of University Property</td>
<td>DISCHARGE</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Immoral or Indecent Conduct</td>
<td>3-DAY SUSPENSION</td>
<td>DISCHARGE</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Theft</td>
<td>DISCHARGE</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Being Under the Influence of Alcohol</td>
<td>DISCHARGE</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>
### GUIDELINES FOR DISCIPLINARY ACTIONS

<table>
<thead>
<tr>
<th>OFFENSE</th>
<th>1ST</th>
<th>2ND</th>
<th>3RD</th>
<th>4TH</th>
</tr>
</thead>
<tbody>
<tr>
<td>Being Under the Influence of Illegal Drugs</td>
<td>DISCHARGE</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Using Position for Personal Advantage</td>
<td>WRITTEN WARNING</td>
<td>3-DAY SUSPENSION</td>
<td>DISCHARGE</td>
<td>N/A</td>
</tr>
<tr>
<td>Removal or Unauthorized Reproduction of University Records and Notices</td>
<td>DISCHARGE</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Possession or Sale of Illegal Drugs or Drug Paraphernalia on University Property</td>
<td>DISCHARGE</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Unexcused Absence (Each missed work day shall constitute a separate infraction). NOTE: Absences the day before or day after a scheduled day off are considered to be under extra scrutiny by the University, and doctor's excuses and other proof in support of the claimed basis for the absence will be required by the University as a condition for considering whether to treat such an absence as excused.</td>
<td>WRITTEN WARNING</td>
<td>3-DAY SUSPENSION</td>
<td>DISCHARGE</td>
<td>N/A</td>
</tr>
<tr>
<td>No Call / No Show</td>
<td>3-DAY SUSPENSION</td>
<td>DISCHARGE</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Violation of Sexual Harassment Policy</td>
<td>DISCHARGE</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Violation of Anti-Harassment Policy</td>
<td>DISCHARGE</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Violation of the Code of Conduct Policy</td>
<td>3-DAY SUSPENSION</td>
<td>DISCHARGE</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Entering Unauthorized Areas</td>
<td>3-DAY SUSPENSION</td>
<td>DISCHARGE</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Failure to Attend Mandatory Re-Training Sessions</td>
<td>3-DAY SUSPENSION</td>
<td>DISCHARGE</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Fraternizing/Engaging in Relationships with Students</td>
<td>3-DAY SUSPENSION</td>
<td>DISCHARGE</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Failure to Report to Assigned Overtime Shift</td>
<td>WRITTEN WARNING</td>
<td>3-DAY SUSPENSION</td>
<td>DISCHARGE</td>
<td>N/A</td>
</tr>
<tr>
<td>Unapproved: leave or vacation leave: Failure to Give 2-Week Prior Notification for Vacation Leave (Will Result in Immediate Denial of Vacation Leave Request)</td>
<td>3-DAY SUSPENSION</td>
<td>DISCHARGE</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>
Disciplinary Measures For Lateness and Early Departures

<table>
<thead>
<tr>
<th>OFFENSE</th>
<th>1ST</th>
<th>2ND</th>
<th>3RD</th>
<th>4TH</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unapproved Early Departures</td>
<td>VERBAL WARNING</td>
<td>WRITTEN WARNING</td>
<td>3-DAY SUSPENSION</td>
<td>DISCHARGE</td>
</tr>
<tr>
<td>Unexcused Lateness</td>
<td>VERBAL WARNING</td>
<td>WRITTEN WARNING</td>
<td>3-DAY SUSPENSION</td>
<td>DISCHARGE</td>
</tr>
</tbody>
</table>