COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

LINCOLN UNIVERSITY OF THE COMMONWEALTH SYSTEM OF HIGHER EDUCATION

AND

The Lincoln University Police Association

JULY 1, 2019 THROUGH JUNE 30, 2022

Collective Bargaining Agreement
By and Between
Lincoln University of the Commonwealth System of Higher Education
And
&
The Lincoln University Police Association

July 1, 2019 through June 30, 2022

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AGREEMENT

THIS AGREEMENT made and entered into this 1st day of July, 2019, by and between LINCOLN UNIVERSITY OF THE COMMONWEALTH SYSTEM OF HIGHER EDUCATION (hereinafter referred to as the "University"; and THE LINCOLN UNIVERSITY POLICE ASSOCIATION ("Union" or "LUPA").

ARTICLE 1 - RECOGNITION OF BARGAINING UNIT

Section 1.1 Exclusive Representations

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 supervisory employees in the Office of Public Safety including but not limited to campus police, campus officers and Campus Security Officers, excluding office clerical employees, temporary employees, sergeant, corporal, lieutenants, captains and management level employees, supervisors, first level supervisors and confidential employees as defined in the Public Employee Relations Act.

Section 1.2 Definition of "Employee"

For purposes of this contract, a full-time employee is an employee employed on average at least 30 hours of service per week.

ARTICLE 2 - EMPLOYMENT STATUS

Section 2.1 Probationary Employees

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.

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 Section 7.3 for any holiday falling within his/her probationary period, and provided further that the accrual of vacation time as set forth in Article 7 shall be retroactive to the beginning of the probationary period for any employee who has successfully completed his/her probationary period.

The University shall notify the Union of changes of employment status and other related personnel actions 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.

ARTICLE 3 - UNION SECURITY AND PAYMENT OF DUES

Section 3.1 Union Membership

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 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 or is, 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.

Section 3.2 Payoff Deductions

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 3.3 Check-Off Relief

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
(e) Revocation of dues checkoff

Section 3.4 Indemnification

The Union shall indemnify and save the University harmless against any and all claims, demands, suits, damages, reasonable attorney's 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, that may arise out of or relate to actions taken in reliance on any list or notice furnished by the Union.

ARTICLE 4 - MANAGEMENT'S RIGHTS

Section 4.1 Management's Control and Conduct of Affairs of the University

The parties agree that in addition to any other Management Rights of the University, pursuant to Section 4 of the Lincoln University Commonwealth Act of 1971 the entire management, control, and conduct of the instructional, administrative, and financial affairs of the University shall be vested in the Board of Trustees, 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 4.2 Managerial Policy of the University

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 4.3 Management and Operation of the University

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 4.4 Exclusivity

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

ARTICLE 5 - WORK SCHEDULE

Section 5.1 Work Schedules and Shifts

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.

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. 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.

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.

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.

Section 5.2 Time Keeping

The University will provide a time keeping system for the University. Each employee shall use the time keeping system at the start and end of his/her workday and the start and the end of his/her lunch period. The University and the Union expressly agree that each employee must use the time keeping system in sufficient time to be at his workstation at the start of his/her 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 5.3 Break Periods

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 5.4 Assigned Overtime

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:

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.

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 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 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 5.5 of this Agreement, or the University may use such standard mandatory overtime assignment procedures.

Section 5.5 Mandatory Overtime

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 5.4 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 5.4, shall assign mandatory overtime in accordance with the following procedure:

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.

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.

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 5.6 Emergency Scheduling

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 5.7 Call - In Time, Call Back & Standby Pay

An officer who is required to report during scheduled time off for official police business, including court appearances, but excluding District Justice Court appearances, shall be guaranteed a minimum of four (4) hours pay at the appropriate rate as determined under the paragraph entitled Computation of Overtime for such reporting.

Section 5.8 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 Office of Public Safety, or to assign and direct the duties of employees and subcontractors.

Section 5.9 Moonlighting

The right to moonlight shall be permitted up to 36 hours per week.

Section 5.10 Emergency Campus Shut Down/Early Closure

All officers and supervisor that are working when the campus is on an emergency campus shut down i.e., snow, power outage or employees dismissed for early closer for holidays. The officers and supervisors will be paid time and one-half for hours worked during this time.

ARTICLE 6 - COMPENSATION

Section 6.1 Purpose

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 6.2 Base Compensation (Regular Rate of Pay)

"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.

Section 6.3 Computation of Overtime

Overtime shall be paid at the rate of one-and-one-half times (l-l/2x) the regular rate of pay whenever an employee covered by this Agreement works in excess of forty (40) hours in a work week.

Employees who work on Sunday shall be paid two times (2x) 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 6.4 No Duplication or Pyramiding in the Computation of Overtime

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 6.5 Compensation Schedule

All current employees shall receive to their FY2019-20 base hourly rate, a 2% increase, retroactive to July 1, 2019 a 2 ½ % increase to their FY2020-21 base hourly rate, effective July 1, 2020; and a 2 ½ % increase to their FY2021-22 base hourly rate, effective July 1, 2021. The table below outlines the base hourly rate by fiscal year for each Job Title:

Job Title	FY2019-20	FY2020-21	FY2021-2022
Campus Police Officer	$20.43	$20.94	$21.47

Job Title	FY2020	FY2021	FY2022
Campus Security Officer	$16.83	$17.25	$17.68

*Over the duration of this contract period, the starting hourly rate for newly hired employees shall be that of the FY2019-20 rate of the position for which they are hired.

Employees whose shift commences at or after 5:00 pm., to 8:00 a.m., shall receive an additional one (1) dollar ($1.00) per hour for each hour worked during such shift.

Section 6.6 Longevity

Employees with significant years of continuous service (longevity) at the University shall be eligible for additional compensation according to the table below, which shall go into effect on the employee's anniversary date:

YEARS OF SERVICE	HOURLY RATE
5-9 YEARS	0.27
10-19 YEARS	0.34
20 + YEARS	0.41

Section 6.7 Direct Deposit Requirement

All employees shall be required to have their payoff earnings directly deposited into a US-based financial institution of their choice.

Section 6.8 Variable Compensation

Employees with an Associate's degree from an accredited institution of higher education or professional certification in a related area shall be eligible to receive an additional $0.50/hour, non-cumulative. Proof of degree via official transcript or the original certificate or official document issued by the granting institution shall be presented to the Office of Human Resources for review and verification. The hourly rate change shall go into effect on the first working day of the next period after receipt of documented verification in the Office of Human Resources.

Any Officer that takes training to become a certified instructor for the department shall be eligible to receive while you have a trainee an additional 0.50/hour, non-cumulative. For example, but not limited to FTO Instructor, Taser Instructor, Mountain Bike Instructor, etc… but subject to the discretion of the Director of Public Safety/Chief of Police.

ARTICLE 7 - PAID TIME OFF

Section 7.1 Paid Times Off ("PTO") for Personal Leave

Regular full-time employees who have completed successfully their probationary period shall be eligible for two (2) work days for paid time off ("PTO") for personal leave, starting July 1st, or on a prorated basis for new hires. An employee whose employment with the University is separated shall not be compensated for accrued and/or unused personal days. Unused PTO for personal leave shall not be eligible for carryover to subsequent fiscal years. Employees must submit a written request for personal leave to their immediate supervisor, which must be approved prior to taking such leave at least two (2) weeks in advance with exceptions made on a case by case basis.

Section 7.2 Paid Times Off ("PTO") for Sick Leave

Upon completion of a satisfactory probationary period, employees shall receive thirty (30) hours of PTO for sick leave and shall accrue PTO at a rate of ten (10) hours per calendar month thereafter. The maximum amount of accrued PTO for sick leave is 480 hours.

To be eligible for PTO for sick leave, an employee must have notified the Supervisor on duty at the Department of Public Safety at least two (2) hours before the start of his/her regularly scheduled workday. PTO for sick leave may be taken only in one (l) hour increments.

PTO for sick leave may not be substituted for PTO already used and recorded as personal and/or vacation leave.

Employees who are absent three (3) or more scheduled workdays must furnish the Office of Human Resources with a written certification from a licensed healthcare provider in order for the employee to receive PTO for that period of absence. Upon return to work, a Leave Request form must be completed in the Department 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 disciplinary action or discharge, at the time the fraud is discovered.

Earned PTO for sick leave may be used to supplement the portion of the employee's salary that is not paid by short-term or long-term disability insurance, and shall not exceed the employee's regular rate of pay per pay period.

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.

When an employee is separated from the University, either voluntarily or involuntarily, he/she will not be paid for unused PTO for sick leave.

Section 7.3 Holidays/University Closings

The following days (13) shall be recognized as PTO for holidays for full-time employees:

- New Year's Day
- Officially Recognized Birthday of Rev. Dr. Martin Luther King, Jr.
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Friday after Thanksgiving Day
- Two (2) Normal Working Days immediately before Christmas Day
- Christmas Day
- One Normal Working Day immediately after Christmas Day
- New Year's Eve Day

The hours of a holiday begin at 12:00 a.m. on the day observed and end at 11:59 p.m. on that same day. Holidays falling on a Saturday will be observed on the previous Friday. Holidays falling on a Sunday will be observed on the following Monday. Employees on an unpaid leave of absence are not entitled to holiday pay.

In order to be eligible for holiday pay, an employee must work on the holiday as well as the regularly scheduled workday before and the regularly scheduled workday after the holiday. All recognized University holidays and/or University closings worked are to be paid at two times (2x) the hourly rate of the employee's base hourly wage.

If an employee is scheduled to work on a holiday but does not work on that holiday, the employee shall not receive holiday pay.

If a holiday occurs on an employee's scheduled unpaid day off, he or she will be compensated for the holiday at straight time. If a holiday occurs during an employee's scheduled vacation leave, it will be charged as holiday pay with the remainder of the time being charged to the vacation accrual.

Section 7.4 Paid Times Off ("PTO") for Vacation Leave

Vacation shall be scheduled on a fiscal year basis July 1 through June 30. Except as provided in Section 7.5, vacation may not be accumulated from year-to-year.

Full-time regular employees as defined in Section 1.1 who have successfully completed his/her probationary period shall be front loaded their vacation time and entitled to the accrual of vacation time as set forth below:

Length of Service	Amount of Vacation that can be Accrued
Less than two (2) years	100 hours/year
Two (2) years to 9 years	150 hours/year
Ten (10) years and above	220 hours/year

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/Chief of Police or designee at least two weeks in advance. Exceptions to these requirements may be made for emergency situations by the Director of Public Safety/Chief of Police or designee.

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 7.5 Use or Lose PTO for Vacation Leave

"Use or Lose" vacation PTO is the number of hours in excess of the employee's maximum limitation for carry over into the next fiscal year. Employees may not carry forward to the next fiscal year more than the maximum amount of annual accrued / allotted vacation leave. Employees must "use" their excess vacation hours by June 30th or they will "lose" (forfeit) such hours except in extraordinary circumstances. If a supervisor is unable to grant an employee's request to use accrued vacation prior to June 30th due to operational needs or unforeseen circumstances beyond the employee's control, then, upon approval by the Office of Human Resources, the employee may carry forward to the subsequent fiscal year vacation accrual in excess of the annual accrued amount. Such excess vacation accrual shall be utilized no later than August 30th of the same year to avoid forfeiture. Under no circumstances may vacation accrual exceed the number of hours accrued in one year.

An employee who is terminated shall be paid only for unused vacation hours 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 hours. No vacation hours 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.

Section 7.6 Paid Times Off ("PTO") for Bereavement Leave

Regular Full-Time Employees are eligible for paid funeral or bereavement leave. Time off from work is for handling funeral arrangements and attending funeral and memorial services.

Bereavement for Immediate Family
A maximum of five (5) consecutive working days of paid leave may be granted per occurrence in the event of death of a benefits-eligible employee's spouse*, child (natural, adopted or step), parent (natural, adopted or step), sister, brother, or any relative residing in the employee's household on a permanent basis or for whom the employee is the primary care giver.

**spousal relationships (both opposite-sex and same-sex spouses) and not for opposite-sex or same-sex domestic partner relationships, where the parties are legally permitted to marry, but choose not to do so.*

Bereavement for Extended Family
A maximum of three (3) consecutive working days of paid leave may be granted per occurrence in the event of death of a benefits-eligible employee's mother-in-law, father-in-law, grandparent, grandparent-in-law, grandchild, aunt, uncle, son-in-law, daughter-in-law, sibling of the employee's spouse*.

Employees may, with their supervisor's approval, use vacation or personal time for additional time off as necessary.

Non-family Member
With supervisory approval, time off may be granted to attend the funeral of a close relative who does not meet the definition of immediate of extended family given above. Such absences will be charged, with supervisory approval to accrued vacation, personal days or leave without pay.
Bereavement pay is calculated based on the base pay rate at the time of absence, and it will not include any special forms of compensation, such as overtime or shift differentials.
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 7.7 PTO for Jury Duty

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 8 - LEAVE WITHOUT PAY

Section 8.1 Seniority and Classification

An Employee's University Seniority and Classification Seniority as defined in this Article 9, 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 8.2 Return to Work

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

Section 8.3 Outside Employment Prohibited

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

Section 8.4 No Pyramiding

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 8.5 Leave under the Family and Medical Leave Act

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 9. BENEFITS

Section 9.1 University-Sponsored Benefits

The University shall, to the extent set forth in this Article 9, provide an employee benefit program that provides for life insurance, short and long term disability insurance, medical insurance, dental and vision insurance. The terms of such program are incorporated herein by reference, including but not limited to the right of the University, under the governing plan documents, to amend the plans. All employees who have successfully completed their probationary period and have been notified by the Office of Human Resources of such change in employment status shall be eligible for inclusion within the aforesaid benefit program, except as provided in this Article 9 or as otherwise provided by the plans themselves.

Section 9.2 Medical Plan

The employee monthly contribution to the premiums for medical coverage, if any, under the HMO "base plan" of the University Cafeteria Plan shall be 10% of the total cost of the employee only, single premium coverage and 35% of the total cost of the premium for all other levels of coverage.

*The first two (2) payrolls of each month are based on annualized amounts for 24 bi-weekly payments per year over 12 months. The fiscal year is July 1 through June 30.

If full-time employees have not completed their probationary period, and they wish to participate in University-sponsored benefit programs, then they must pay the entire cost of the benefits coverage under the plan. An exception to this is the life insurance plan in which employees participate during their first year of employment.

Section 9.3 Disability Plan

The present short and long term disability plans shall be continued by the University for all full-time employees covered by this Agreement who have completed one (1) full year of service with the University. The terms of such plan are incorporated herein by reference, including but not limited to the rights of the University, under the governing plan documents, to amend the plans.

Section 9.4 Retirement Plan

The present retirement plan, with its current eligibility provisions, carried with the Teachers' Insurance and Annuity Association (TIAA) shall be continued by the University. The University shall contribute to this plan at the rate of 5% of an employee's bi-weekly salary. The University will increase its contribution up to an additional 5% provided that the employee matches the University's additional contribution on a one-to-one basis. Participation in the plan is 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 5% stated above. The terms of the aforesaid plan are incorporated herein by reference.

Section 9.5 Tuition Remission

Upon satisfactory completion of an employee's probationary period, the employee shall be eligible for tuition remission for himself/herself and his/her dependents and spouse the first semester following the completion of the employee's probationary period. Employees shall be subject to established procedure, guidelines, and/or policy for tuition remission as set forth by the University.

Upon approval by the employee's supervisor, an employee may take up to two (2) undergraduate courses during the Fall and two (2) undergraduate courses during the Spring semester, and one (1) undergraduate course during the Summer semester provided that the University meets its regular full pay student enrollment level quota to offer the course during that semester. When the employee enrolls in courses offered by the University, and the course schedule conflicts with his/her work schedule, the course schedule shall be approved by the employee's supervisor. When an employee is absent from work to attend any course in which he/she is enrolled at the University, the employee

shall make up the work time missed in the same workweek by reducing his/her lunch period from one (1) hour to thirty (30) minutes, reporting to work one-half hour (30 minutes) before his/her scheduled workday begins, or remaining at work one-half hour (30 minutes) after the scheduled workday ends.

Any dependent may take undergraduate courses for eight (8) semesters or up to 128 credit hours, whichever comes first. A dependent may not be enrolled for more than eight (8) semesters. Room, board, general, and miscellaneous fees for enrolled dependent shall not be covered by the University's tuition remission program.

ARTICLE 10- DISCIPLINE AND DISCHARGE

Section 10.1 Management Rights

The University shall have the right to dismiss, suspend and/or otherwise discipline for just cause, including but not limited to violation of the University's 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 11 of this Agreement.

Section 10.2 Progressive Disciplinary Guideline

The University shall have the right to discipline or discharge employees for just cause. The University shall administer the disciplinary or employment termination process in a manner that does not embarrass an employee before other employees or the public when practical.

The University may employ a progressive disciplinary or termination of employment process to address employee misconduct; however, exceptions to these processes, based on the nature or impact of the acts(s) of misconduct, will be made as necessary.

The specific sequence of steps that may be followed may include verbal counseling, formal written warning, suspension without pay, and termination of employment (discharge). The following categories include, but are not limited to, types of conduct that constitute just cause and are the basis for disciplinary action or termination of employment with the University: Violation of University policy or work rule; Failure to adhere to department guidelines or University procedures; immorality, act(s) of misconduct, incompetence, disloyalty, negligence, unacceptable attendance record, unsatisfactory or substandard performance, and/or willful or persistent insubordination. Such causes are Illustrative only.

The employee shall have the right to Union representation during disciplinary or investigatory meetings that may lead to disciplinary action.

The Union shall have the right to grieve all discharge personnel actions at Step 1 of the grievance and arbitration procedure set forth in Article 11.

Section 11.4 Grievance Procedures

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/Chief of Police 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/Chief of Police 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/Chief of Police 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/Chief of Police or his/her designee, and the Vice President 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 12.1. 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 11.5 Mediation

If a grievance is not resolved at the step 2 level, then within five (5) working days, either the Union or the University may escalate the grievance to mediation. Either party will contact the Pennsylvania Bureau of Mediation ("PBM") to schedule a hearing to attempt to resolve the grievance. The Union and the University shall mutually agree with the mediator to hear the grievance. If a settlement is not reached in mediation, within (5) working days, the Union will notify the University of its intent to Arbitrate.

Section 11.6 Arbitration

If the grievance is not resolved at mediation, the Union may escalate the grievance to arbitration and notify the PBM and the University within fifteen (15) working days after receipt of the mediator's decision. The Union and the University shall select an acceptable arbitrator from the PBM list by alternatively striking names from such list.

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 11.7 Time Limitations

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.

Any grievance of any kind which has been presented under the grievance procedure and which is not appealed to the next step within the applicable time specified above, and any grievance which has not been submitted under the grievance procedure within the time period for presentation of grievances, shall be considered as settled and/or resolved and shall not be subject to further discussion or appeal.

The time limits set forth in this Article may be extended by mutual written agreement of the Office of Human Resources and the Union.

Section 11.8 Arbitrator's Decision

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.

Section 11.9 Recognition of Union Stewards

The Employer agrees to recognize one (l) 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 Vice President 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 11.10 Union Representation

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 11.11 Time Spent by Union Steward

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 11 of this Agreement.

Section 11.12 Supervisor's Permission

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.

ARTICLE 12 -- SENIORITY

Section 12.1 Definition

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 fulltime 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 13.2 Seniority Accrual

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 13.3 Loss of Seniority Rights

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 falls 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.

ARTICLE 13 - LAYOFFS

Section 13.1 Probationary Employees

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 13.2 Order of Layoff

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 13.3 Recall Rights and Seniority Accrual

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 13.4 Position Vacancies

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 13.5 Earned Paid Time Off (Vacation or Sick)

An employee shall not earn any vacation days or sick days during any period of layoff.

ARTICLE 14 - TRAINING AND PROFESSIONAI, DEVELOPMENT

Section 14.1 Required Examinations

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 14.2 Required Training

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 stepdown to a Campus Security 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 Campus Security Officer position in accordance with this Section may be subject to administrative proceedings up to and including termination. Any existing Campus Security Officer who fails to meet training requirements may be subject to administrative proceedings up to and including termination.

Section 14.3 Travel Expense Reimbursement

Travel expenses will be reimbursed only if travel resulted in expenses that would not otherwise be incurred in connection with a normal workday. Employees will use the University mileage rate as published by the Office of Fiscal Affairs, plus actual expenses for tolls and parking fees (with receipts). Mileage is calculated as originating from the University's main campus or School of Adult Continuing Education (SACE), depending on the employee's primary location of employment.

Section 14.4 Eligibility for Overtime

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

Section 14.5 Annual Membership

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 15 – UNIFORMS/EQUIPMENT

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

The University shall have all body armor issued to the employee professionally fitted and shall reimburse each officer for one pair of boots up to $150 dollars per year with receipt.

All equipment presently provided shall continue to be provided. All ballistic vests will be supplied every 5 years or before the expiration date, whichever occurs first.

Equipment:

Uniform shirts
Uniform pants
1 Duty Belt
4 Belt keepers
1 Firearm holster
1 Magazine pouch
1 set of Handcuffs and handcuff case
1 ASP and holder
1 Pepper Spray Canister and holder

All uniforms and equipment issued to the employee 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/cx 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 16 - POSITION VACANCIES

Section 16.1 Job Postings

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 16.2 Job Vacancy Bid Form

Employees wishing to bid for the opening must submit a Job Vacancy Bid Form to the Office 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 16.3 Position Interviews

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 16.4 Bargaining Unit Employees

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 Police Association.

Section 16.5 Temporary Employees

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 tor the job. The University may decide at any time not to fill a vacancy.

ARTICLE 17 - PROMOTIONS AND TRANSFERS

Section 17.1 Promotions

Promotions are solely within the discretion of the University.

Section 17.2 Transfers

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 17.3 Probationary Period

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 18 - COURT TIME

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.

When an employee is called to testify in court in his or her capacity as a Police Officer or Campus Security 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.

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 Campus Security Officer.

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.

The University will reimburse an employee for travel expenses incurred for court appearances on behalf of the University. The established University procedure must be followed to travel reimbursement processing.

ARTICLE 19 - GENERAL PROVISIONS

Section 19.1 Notices

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

Section 19.2 Gender

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

Section 19.3 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 19.4 Subject to Approval

This Agreement is subject to the approval of the University's Board of Trustees.

Section 19.5 Act 120 Training Standards Qualification

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 Municipal Police Officers Education and Training Commission (MPOETC), 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 19.6 Accumulated Leave Time

The University will endeavor to include within an employee's paycheck an accumulation of the number of unused sick and vacation leave 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 19.7 Overpayments

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 19.8 University Day

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.

Section 19.9 Meetings with University on Labor Matters

The Police Association shall designate an on-duty Lincoln University Police Officer to meet with the University on a quarterly basis as needed to discuss pending and outstanding labor issues.

Section 19.10 Workplace Safety Committee Meetings

The Police Association shall designate an on-duty Lincoln University Police Officer to attend meetings of the University's Workplace Safety Committee.

ARTICLE 20 - SAVINGS CLAUSE

In the event that any provision of this Agreement requires legislative action to become effective, including, but not limited to, amendment of existing statutes, the adoption of new legislation, or the granting of appropriations, that provision shall become effective only if such legislative action is taken. In the event the legislation is not passed with respect to a specific subject matter, the parties hereto shall have the right to renegotiate regarding the subject matter contained in the appropriate article in a manner permitted by law.

ARTICLE 21 - NO STRIKE - NO LOCKOUT

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 22 - INDEMNIFICATION

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 40lk 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 23 - WAIVER

Section 23.1 Rights of the Parties

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 23.2 No Conflicts

If any term or provision of this Agreement is at any time during the life of this Agreement in conflict with any law, such term or provision shall continue in effect only to the extent permitted by such law and such law shall prevail. If any term or provision of this Agreement is or becomes invalid or unenforceable, such invalidity or unenforceability shall not affect or impair any other term or provision of this Agreement.

ARTICLE 24 - TERM OF'AGREEMENT

The terms of this Agreement commence upon execution by both parties and shall continue in full force and effect until midnight on June 30, 2022. The pay rates set forth in Article 6 of this Agreement shall be in effect as July 1, 2019. This Agreement shall continue from year to year, unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other, by certified mail, at least sixty (60) days prior to the date of expiration.

ARTICLE 26 -- INTEGRATION

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.

Any past practices that are not expressly provided for in this Agreement are waived and shall have no continuing effect.

ADDENDUM "A"
AUTHORIZATION FOR CHECK-OFF OF DUES

AFFIRMATION

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:

LINCOLN UNIVERSITY
POLICE ASSOCIATION

By: _____

By: _____

By: _____

FOR:

LINCOLN UNIVERSITY OF THE
COMMONWEALTH SYSTEM OF HIGHER
EDUCATION

By: _____
Brenda A. Allen
President

By: _____
Charles T. Gradowski
Vice President for Finance Administration

By: _____
Marc Partee
Chief of Police

By: _____
Jake Tanksley, SPHR, SHRM-SCP
Vice President of Human Resources

By: _____
Rochelle Gray
Associate Director of Employee Relations