AGREEMENT

between

THE OHIO STATE UNIVERSITY

COLUMBUS, OHIO

&

FRATERNAL ORDER OF POLICE

CAPITAL CITY, LODGE NO. 9

Covering Bargaining Units Comprising the following:
Full Time University Law Enforcement Officers,
University Law Enforcement Officer Supervisors

July 1, 2025 through June 30, 2028

TABLE OF CONTENTS

Article Number	Title	Page Number
1	Applicability and Recognition	1
2	Enforceability and Separability	1
3	Non-Discrimination	2
4	University Management Rights & Responsibilities	3
5	No Strike-No Lockout	4
6	Lodge Security	5
7	Negotiations	6
8	Lodge Representation and Business	7
9	Grievance Procedure	9
10	Arbitration	13
11	Work Schedules and Assignments	14
12	Labor-Management Relations	17
13	Corrective Action and Records	20
14	Investigative Procedures	23
15	Reduction in Force	26
16	Health and Safety	26
17	Performance Evaluation	28
18	Miscellaneous Non-Economic	28
19	Leaves	29
20	Vacations	34
21	Uniforms and Equipment	35
22	Insurance	36
23	Wages	36
24	Nepotism	37
25	Hours of Work and Overtime	38
26	Miscellaneous Economic	44
27	Seniority	46
28	Promotions	47
29	Duration	47
	Signature Page	49
	MOA re: Body Worn Cameras	
	MOA re: Market Adjustment and Exhibit A	
	MOA re: Negotiation Procedure	
	MOA re: Title IX Regulations	
	MOA re: Voluntary Death Benefit Contribution Program	

ARTICLE 1
APPLICABILITY AND RECOGNITION

Section 1. Agreement. This Agreement is between The Ohio State University (hereinafter called "the University") and Capital City Lodge No. 9, Fraternal Order of Police (hereinafter called "the Lodge").

Section 2. Exclusivity. The University recognizes the Lodge as the sole and exclusive bargaining agent for the purposes of collective bargaining and representation for all employees who are in the job classifications set forth in Section 3 in any and all matters relating to wages, hours, and terms and conditions of their employment and the continuation, modification, or deletion of an existing provision of this Agreement.

Section 3. Bargaining Unit Definition. Unless otherwise noted, the provisions of this Agreement shall apply to all full-time employees of the University Police Division in the civil service classification of University Law Enforcement Officer (hereinafter referred to as "ULEO" or "Officer"), and University Law Enforcement Officer Supervisor (ULEO Supervisor), which includes all full-time employees with the working title of "Lieutenant" and all full-time employees of the University Police Division in the civil service classification of Police Manager, which includes all full-time employees with the working title of "Captain" (hereafter referred to collectively as "Bargaining Unit Members"). Some provisions in this agreement may only apply to ULEO/Officers, Lieutenants and/or captains. Any such provisions will specifically refer to those working titles individually. It is understood that if a provision refers only to an individual working title, the provision is only applicable to the full-time employees in that individual working title.

Section 4. Probationary Employees. All full-time bargaining unit members of the University Police Division shall be considered probationary during their first twelve (12) months of employment. All probationary ULEO employees shall have access to the grievance procedure only through Article 9, Section 6 (E), Level Four, but shall not have access to arbitration (Article 10). All probationary ULEO supervisors shall have access to the grievance procedure as described in Article 9 and the arbitration procedure as described in Article 10, excluding the issue of unsuccessful completion of a promotional probationary period. The issue of unsuccessful completion of a promotional probationary period can be grieved through Article 9, Section 6 (E), Level Three and shall be not arbitrated as described in Article 10.

ARTICLE 2
ENFORCEABILITY AND SEPARABILITY

Section 1. Enforceability. In the event any provision of this Agreement is held invalid by operation of law or by any tribunal of competent jurisdiction or by any legislation, the University and Lodge representatives will meet upon written request by either party within two weeks of receipt of the written request to negotiate the invalidated provisions. All other terms and provisions of this Agreement will continue unchanged.

Section 2. Legal References. This Agreement contains the full and complete Agreement between the parties. Where this agreement makes no specification about a matter, the University, bargaining unit members, and the Lodge shall be subject to applicable state laws which pertain to wages, hours, and terms and conditions of employment for public employees and University regulations promulgated or amended at any time. In the event that legislation is enacted during the term of this agreement that either party believes will alter any provision of this Agreement, the University and the Lodge will meet as soon as practical to address the application of such law to the Agreement.

Section 3. Prior Notification. The current procedure of prior notification of members of the Police Division regarding changes in Division operations under the control of the Chief of Police shall not be discontinued during the term of this Agreement. The Police Division shall promulgate and distribute work rules to all bargaining unit members in advance of their enforcement.

Section 4. Negotiated Changes. No changes in this Agreement shall be negotiated during the duration of this Agreement unless there is a written accord by and between the parties hereto to do so, which written accord shall contain a list of those matters to be the subject of such negotiations. Any negotiated changes, to be effective and incorporated in this Agreement, must be in writing and signed by the parties.

ARTICLE 3
NON-DISCRIMINATION

Section 1. Responsibilities. The University and the Lodge recognize their responsibilities under federal, state, and local laws relating to civil rights and fair employment practices. The University and the Lodge recognize the moral principles involved in the area of civil rights and reaffirm in this Agreement their commitment not to discriminate because of race, creed, sex, marital status, age, color, religion, national origin, political belief, sexual orientation, disability, Vietnam-era veteran status or other military status, gender identity or expression or genetic information.

Section 2. Commitment. The University agrees not to discriminate against any bargaining unit member on the basis of membership or non-membership in the Lodge nor to discriminate against, interfere with, restrain or coerce any bargaining unit member because of or regarding activities as an officer or other representative of the Lodge. The Lodge, within the terms of its Constitution and By-laws, and the University agree not to interfere with the desire of any bargaining unit member to become or remain a member of the Lodge, or any other employee or professional organization, and the Lodge members agree not to let membership or non-membership in the Lodge affect their on-the-job relationship with bargaining unit members.

ARTICLE 4
UNIVERSITY MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section 1. Management Rights: The Lodge recognizes the University as the body of authority solely vested with the right to run the University.

Section 2. Management Rights and Responsibilities. The University and the Chief of Police shall retain all powers, rights, functions, authority, duties and responsibilities conferred upon and vested in them by the laws and the constitution of the State of Ohio, and the United States, including the rights specified in 4117.08 of the Ohio Revised Code. All powers, rights, functions, authority, duties, and responsibilities which the University has not specifically abridged, delegated or modified by this Agreement are recognized by the Lodge as being retained by the University and, where appropriate, the Chief of Police.

(A). The University retains the right to determine the purpose and objectives of the University Police and to efficiently and effectively fulfill the purpose and objectives including the transfer, alteration, curtailment or discontinuance of any services.

(B). Except as provided in this Agreement, the Lodge recognizes the exclusive right of the University to operate and manage its affairs in all respects.

(C). Where not addressed in this Agreement, the Lodge recognizes the exclusive right of the University and the Chief of Police to establish policies, procedures, general orders, rules, and regulations and such shall not be subject to the grievance procedure unless they are applied to bargaining unit members in an unreasonable or discriminatory manner.

(D). Where not addressed in this Agreement, the University and the Chief of Police or designee shall determine work schedules, and establish methods and processes by which such work is performed.

(E). Where not addressed in this Agreement and any University rules for the Classified Civil Service, the Chief of Police or designee has the exclusive right to schedule overtime as required in the manner most advantageous or productive to the University.

(F). It is understood by both parties that every duty connected with police operations enumerated in job specifications is not always specifically described, and it is intended that all such duties may be assigned to members.

(G). The University retains the right and responsibility to train or retrain bargaining unit members as needed to fulfill the purpose or mission of the Police Division.

(H). The Lodge and the University herein agree that no provisions of this Agreement may conflict with the duty of the University to take certain actions required by the Americans with Disabilities Act. Accordingly, The Lodge and the University agree that the University may take all actions necessary to comply with the act notwithstanding any provisions of this Agreement which may be in conflict with the University's duties under the Act.

(I). The University retains the right and responsibility to ensure that all equipment used, or to be used, by bargaining unit members is maintained by the member in a safe and operable condition, and is used only for such functions and in such manner as may be approved by the Chief of Police consistent with applicable provisions of the Ohio Revised Code, Operating Manual, and Police Divisional Manual, and other written departmental directives.

Section 3. Grievance. The University is not required to bargain with the Lodge on subjects reserved to the management and direction of the Division, except as such subject would affect wages, hours, terms, and conditions of employment of bargaining unit members and/or the continuation, modification, or deletion of an existing provision of this Agreement.

ARTICLE 5
NO STRIKE – NO LOCKOUT

Section 1. Lodge Pledge. The parties of this Agreement mutually recognize that the services performed by bargaining unit members are services essential to public order and safety. The Lodge, therefore, agrees that during the term of this Agreement there shall be neither interruption of these services, for any cause whatsoever, by bargaining unit members, nor shall there by any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work, or abstain in whole or in part from the full, faithful and proper performance of the duties of their employment. The Lodge further agrees that there shall be no strikes, sit-downs, slow-downs, speed-ups, "Blue-Flu", stoppages of work or any acts or other alterations of existing work performance patterns that interfere in any manner or to any degree with the services of the University.

Section 2. Member Responsibility. If any bargaining unit member(s) are found in violation of Section 1, such action shall render this entire Agreement and the University's responsibilities under it, null and void with respect to those bargaining unit members found in violation.

Section 3. Lodge Responsibility. In the event there is a job action as prohibited by this article, the University agrees that there shall be no liability on the part of the Lodge, its officers, or representatives provided that the University has immediately notified the Lodge of said job action and the Lodge meets the following conditions:

(A). Within not more than 12 hours after notification by the University of any such unauthorized action, the Lodge shall publicly disavow the same by posting a notice on a bulletin board, at the Police Department, stating that the job action is unauthorized.

(B). The Lodge, its officers, and representatives shall promptly order its members to return to work notwithstanding the existence of any job action.

(C). The Lodge, its officers, and representatives shall in good faith, use every reasonable effort to terminate such job action.

Section 4. Penalty. If the Lodge is found in violation of Section 1, the entire Agreement shall be considered null and void.

Section 5. No Lockout. The University shall comply with Section 4117.11 (A) (7) of the Ohio Revised Code.

ARTICLE 6
LODGE SECURITY

Section 1. Dues Deduction. The University will deduct regular monthly dues from the pay of bargaining unit members in an active pay status who are members of the Lodge upon receipt of individually signed authorizations on a form which has been approved by the University with a cover letter signed by an officer of the Lodge. The letter will include a list of the names of all members whose properly signed cancellation forms accompany the letter. The first such deduction will be made as soon as practical thereafter but in no event later than thirty (30) days following receipt by the University of the dues deduction authorization.

Section 2. University Pledge. The University agrees to deduct Lodge membership dues in the amount certified by the Lodge to the University on the last pay period of each month from the pay of any member requesting same. The University agrees to furnish to the Financial Secretary of the Lodge, once each calendar month, a warrant in the aggregate amount of the deductions made for that calendar month, together with a listing of the members for whom dues deductions were made. Nothing herein shall prohibit members covered by this Agreement from submitting dues directly to the Lodge; however, upon receipt of any bargaining unit member's direct-pay dues, the Lodge will notify the University, in writing, of the name of each such member, the date of membership, and the duration (in months) of membership payments.

Section 3. Lodge Pledge. The Lodge shall indemnify the University against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the University for the purpose of complying with the provisions of this Article, except for the failure of the University to pay to the Lodge the membership dues properly deducted pursuant to this Article.

Section 4. Authorization. The University and the Lodge agree to the following procedure for cancellation of dues checkoff authorizations:

(A). Each cancellation request will be on a mutually agreed upon form which shall be completed and signed by the employee.

(B). The University will accept cancellations forwarded to the Office of Employee Relations/Office of Human Resources accompanied by a cover letter on Lodge letterhead and signed by an official of the Lodge. The letter will include a list of the names of all members whose properly signed cancellation forms accompany the letter. Cancellations so

received will be forwarded immediately to the University's Payroll Department for processing.

(C). Individual cancellation of dues checkoff authorizations will also be accepted at the Office of Employee Relations/Office of Human Resources. Notice of cancellations processed under this provision will be forwarded immediately to the Lodge office.

(D). No cancellation of dues checkoff authorizations will be processed in any other manner except as provided above. Cancellations not processed as above shall be void until such time as the cancellation is properly made. The University will not be responsible for additional dues deducted following submission of a cancellation authorization should the cancellation be delayed for any reason.

Section 5. Request for Explanation. When a bargaining unit member is taken off active pay status and dues are not deducted, the University will, upon written request from the Lodge, provide an explanation as to the reason why the deduction was not made.

Section 6. As a consequence of the decision in Janus v. AFSCME, Council 31, et al. (decided June 27, 2018), the University and the Lodge have agreed to remove prior provisions pertaining to the payment of fair share fees by non-members; and, the University and Lodge agree that fair share fees may no longer be deducted from non-members' pay. The University and the Lodge agree further that, in the event there are changes in the law that permit the collection of fair share fees from non-members of the Lodge through payroll deductions, the Lodge and the University shall enter into good faith negotiations to address and permit the collection of such fair share fees through payroll deduction.

ARTICLE 7
NEGOTIATIONS

Section 1. Committees. The Lodge and the University have the right to select their own Negotiations Committee and to change committee members at will. The Lodge specifically reserves the right to have the Lodge President, or designee, the Lodge Attorney, Accountants or Consultants selected by the Lodge, serve as members of the Negotiations Committee.

Section 2. Private Meetings. The parties agree to negotiate in private meetings pursuant to Section 4117.21 of the Ohio Revised Code.

These meetings will be held at least once every week, unless mutually agreed otherwise, during a period beginning one-hundred twenty (120) days before the expiration of this Agreement.

Section 3. Spokesperson. The Negotiation Committees will formally communicate with each other through a spokesperson named by each party.

Section 4. Informal Minutes. Each party may informally keep its own minutes or written records of the negotiations. No official transcript of the negotiations will be maintained.

Section 5. Proposals. At the initial negotiations meeting, each party will explain the basic structure and content of its proposals. Nothing herein precludes either party, by mutual agreement, from making a preliminary written submission of its proposal to the other party prior to the initial meeting.

Section 6. Caucus and Adjournment. Either party has the right to call a caucus at any time or to adjourn the negotiations session.

Section 7. Lodge Committee. The duly elected bargaining unit members who serve on the Lodge's Negotiations Committee shall be approved to negotiate for the bargaining unit. The Lodge's Negotiation Committee shall consist of four (4) members from the Officers' bargaining unit and two (2) members from the Supervisors' bargaining unit. On negotiation days, three (3) members of the Officers' unit and two (2) members of the Supervisors' unit shall be assigned to day watch hours and shall be paid by the University during the course of negotiations. The Lodge will notify the University of the names and normal watch schedules of representatives elected for this purpose prior to the first scheduled negotiations date. Upon reasonable notification to the Chief of Police, or his designee, members selected for the Lodge Negotiations Committee will be allowed reasonable time off duty, on paid status, to attend work sessions of the Negotiations Committee during or prior to the course of negotiations. In years in which this Agreement is to be renegotiated, four (4) bargaining unit members who are elected to the Lodge's Negotiation Committee shall be allowed two (2) working days off from regular police work, with pay, to attend meetings and/or training related to their role as a member of the Negotiations Committee. Approval for attendance at these functions shall not be unreasonably withheld provided that the Lodge President (or designee) submits written notification to the Chief of Police at least fourteen (14) calendar days prior to the date of the training.

ARTICLE 8
LODGE REPRESENTATION AND BUSINESS

Section 1. Grievance Representatives. After the ratification of the contract, the members in the Officers' bargaining unit shall elect two grievance representatives, and the members in the Supervisors' bargaining unit shall elect one grievance representative. The fourth grievance representative who shall also serve as the grievance chairperson will be appointed from the duly elected bargaining unit members who served on the Lodge's negotiations committee. This member will be appointed by the Lodge President, upon agreement with the majority of the members. No employee outside the bargaining unit shall be designated as, or serve as a Grievance Representative or Grievance Chairperson. Any bargaining unit member who files a grievance under Article 9 may be represented by a Grievance Representative who will be granted time off during regularly scheduled work hours without loss of pay to represent the member in grievance meetings. Grievance Representatives shall have the right to represent all bargaining unit members at all levels of the grievance procedure as indicated under the provisions of Article 9. No Grievance Representatives will

be transferred from their then-assigned Watch because of their status as Grievance Representatives. Grievance Representatives shall be allowed a maximum of two (2) working days off each calendar year from regular police work, with pay, to attend meetings and/or training related to their role as Grievance Representative. Approval for attendance at these functions shall not be unreasonably withheld.

Section 2. Notification. The Lodge President shall notify the Chief of Police, in writing, of the names of the Grievance Representatives, and Chairperson, within thirty (30) days of their election and appointment.

Section 3. Lodge Delegates. Duly elected or selected delegates or alternates to the State or National Conferences of the Fraternal Order of Police who are in the bargaining unit shall be allowed one day in paid status and reasonable time off duty without pay to attend such functions provided that the Lodge President (or designee) submits written notification to the Chief of Police at least fourteen (14) calendar days prior to the date of the function. To the extent any such time off without pay is during a delegate's scheduled working hours, time off may be charged to vacation or compensatory time, at the option of the bargaining unit member. In addition, with the approval of the Chief of Police or designee, member/delegates may have the option of changing their regularly scheduled days off to avoid the use of vacation or compensatory time off for attendance at FOP Conferences. The request must be submitted by the bargaining unit member in writing not less than two (2) weeks prior to the week for which the leave is requested.

Section 4. Bulletin Boards. The Lodge shall be permitted to maintain a Lodge Bulletin Board in the briefing room consistent with past practice. Only Lodge bulletins and Lodge material will be permitted to be posted on this board. Any obscene material or material holding the Department or any member up to public ridicule placed on the bulletin board shall be promptly removed.

Section 5. Ballot Box. The Lodge shall be permitted, upon prior notification to the Chief of Police, to place a ballot box at Division headquarters for the purpose of collecting members' ballots on all Lodge issues subject to ballot. Such boxes shall be the property of the Lodge and neither the ballot box nor its contents shall be subject to the Division's review.

Section 6. Bargaining Unit Meetings. The Lodge shall be permitted upon prior notification to the Chief of Police to address bargaining unit members. Except that the meetings shall not occur during watch briefing time and shall be held in a manner as to not disrupt Division operations. The notification required by this section, unless mutually waived by the parties, shall be at least twenty-four (24) hours in advance of the meeting, and shall indicate the nature of the topic to be discussed.

Section 7. Use of Intra-Departmental Mail. The Lodge shall be permitted to utilize the intra-departmental mail system for the purpose of providing personally addressed information pertaining to Lodge business or bargaining unit representation, to bargaining unit members. The Lodge agrees that the use of the mail system will be reasonable and

limited to providing information that is necessary for the normal conduct of Lodge business or bargaining unit representation. All mail placed into the mail system by the Lodge shall be the property of the bargaining unit member to whom it is addressed, and such mail shall not be subject to the University's review.

ARTICLE 9
GRIEVANCE PROCEDURE

Section 1. Jurisdiction. Nothing in this grievance procedure shall deny bargaining unit members any rights available at law to achieve redress of their legal rights; however, once the grieving party elects to pursue a charge or claim with an outside entity, including but not limited to, the Equal Employment Opportunity Commission (EEOC), the Ohio Civil Rights Commission (OCRC), the State Employment Relations Board (SERB), or files other legal action in a court of competent jurisdiction, and the selected administrative or judicial body accepts jurisdiction, the member is thereafter denied access to and any remedy provided by the grievance procedure with respect to the issue that has been presented to the selected body. Notwithstanding the foregoing, all matters which would otherwise be appealable to the State Personnel Board of Review shall be processed under this article.

Section 2. Grievance Defined. The word "Grievance" as used in this Agreement refers to an alleged failure of the University to comply with the provisions of this Agreement, or any other complaint or dispute concerning employee relations, working conditions and/or unjust or inequitable treatment.

Section 3. Qualifications. A grievance, under this procedure, may be brought by the Lodge or any bargaining unit member. Where a group of bargaining unit members desire to file a grievance involving a situation affecting each member in the same manner, not more than three (3) such members selected by such group shall process the grievance. By mutual agreement, multiple grievances based on the same/similar facts or requesting the same remedy may be combined and processed as a single grievance at any level. If grievances are combined, the time limits for meetings and response will be based on the last grievance filed.

Section 4. Grievance Form. The University will provide appropriate grievance forms. Copies of the completed form, including the action taken, will be distributed as provided in Section 6. The grievance form shall contain the grievant's name, classification title, and department or working unit, a statement of the grievance and the remedy sought by the grievant. If violations of the Agreement are charged, the specific section of the Agreement which has been alleged violated must be included as well as the remedy sought. The first level hearing officer will return any grievance form to the appropriate grievance representative if it does not contain the above items. The grievance form will be completed and resubmitted within five (5) calendar days.

Section 5. Representation. A member of the bargaining unit may choose to be represented by any duly elected or appointed Grievance Representative at any level of this Grievance

Procedure. If a member brings any grievance to the University's attention without first having notified the selected Grievance Representative, the University representative to whom such grievance is brought shall not hold a Level One meeting until the selected Grievance Representative has been notified and given an opportunity to be present in such discussion. Grievance meetings at the preliminary level and levels one, two, and three will be scheduled at such times that the grievant will not be required to make an extra trip to and from the University.

Section 6. Grievance Procedure. The following are the implementation steps and procedures for handling member's grievances:

(A). Preliminary Level

1. Prior to the utilization of this Grievance Procedure, a bargaining unit member may first attempt to resolve a grievance informally with the immediate Supervisor and/or Lieutenant or Captain.

(B). Level One - Deputy Chief

1. When a bargaining unit member has a grievance which is not resolved in the preliminary level, said grievance may then be submitted on the grievance form agreed upon by the parties. Such form must be submitted to the bargaining unit member's Deputy Chief within twenty-one (21) calendar days following the events or circumstances giving rise to the grievance having occurred or were first known by the member-grievant or he or she could reasonably have been expected to know. The Deputy Chief shall date stamp the form on the date said grievance was received. Grievances submitted beyond the twenty-one (21) day time limit need not be considered.

2. The member's Deputy Chief will hold a meeting on the grievance with the member and Grievance Representative within ten (10) calendar days following submission date of the grievance, at which an attempt will be made to resolve the grievance.

3. Within ten (10) calendar days after the meeting, the Deputy Chief shall affix the signed and dated written response to the form, date and sign the response, and return one (1) copy of it to the grievant and one (1) copy to the grievance representative. If the aggrieved member does not refer the grievance to the Second Level of the procedure within ten (10) calendar days after the receipt of the decision rendered in this Level, the grievance shall be considered to be satisfactorily resolved.

(C). Level Two - Chief of Police

1. Should the member-grievant not be satisfied with the answer in Level One, within ten (10) calendar days thereafter, the grievance may be appealed to Level Two by delivering a copy of the Grievance Form to the Chief of Police. The Chief shall date-stamp the form, accurately showing the office's date of receipt of the form.

2. Within ten (10) calendar days of receipt of the Grievance Form, the Chief of Police shall schedule and conduct a meeting to discuss the grievance with the member-grievant and the Grievance Representative.

3. Within ten (10) calendar days after the meeting, the Chief of Police shall affix a written, dated and signed response to the form, and return one (1) copy of it to the member-grievant and one (1) copy to the Grievance Representative. If the aggrieved member does not refer the grievance to Level Three of the Procedure within fourteen (14) calendar days after receipt of the decision rendered in this Level, the grievance shall be considered to be satisfactorily resolved.

(D). Level Three – Manager, Labor Relations or Designee

1. Should the member-grievant not be satisfied with the written answer in Level Two, within fourteen (14) calendar days following receipt of it, the grievance may be appealed to Level Three by delivering or having delivered a copy of the Grievance Form, containing the written responses at the prior levels and any other pertinent documents, to the Chief of Police, who shall, without unreasonable delay, forward all documents to the Manager, Labor Relations or Designee who shall date-stamp the form to accurately show the date the grievance was received.

2. Within fourteen (14) calendar days after receipt of the Grievance Form, the Manager, Labor Relations or designated representative shall investigate the grievance, and shall schedule and conduct a meeting with the Grievance Chairperson. The Grievance Chairperson may bring to the meeting the member-grievant and the selected Grievance Representative. The Manager, Labor Relations or designee may have such management representative from the Police Division present as considered appropriate.

3. In the meeting called for at this Level, the Manager, Labor Relations or designee shall hear a full explanation of the grievance and the material facts relating thereto. Such documentary evidence as shall be pertinent to the grievance will be available at this meeting.

4. Within twenty-one (21) calendar days following the meeting at this Level, the Manager, Labor Relations or designee shall submit to the Grievance Representative, with a copy to the member-grievant, a written response for the University at this Level in the Grievance Procedure.

5. Should the grievant not be satisfied with the response of the Manager, Labor Relations or designee to the grievance at Level Three, the grievant shall notify the Grievance Representative of the desire to proceed to arbitration. The Grievance Chairperson will present the grievant's request for arbitration to the Lodge President. Should the Lodge determine to proceed to arbitration with the grievance, the Lodge President shall so notify the University in writing. This written notification shall be delivered by hand or mailed to the Manager, Labor Relations or designee within twenty-one (21) days after the grievant's receipt of the written response from the Manager, Labor

Relations or designee. Arbitration of grievances shall be governed by Article 10, "Arbitration".

Section 7. Time Off for Presenting Grievances. A bargaining unit member and Grievance Representative shall be allowed time off from regular duties with pay for attendance at scheduled meetings under the Grievance Procedure and for such other brief periods as may be reasonably necessary for consultation regarding a potential grievance when the meeting or consultation is held during the member's regularly scheduled duty hours. Consultation time off must be at such time as will not disrupt normal police duties and must have the approval of the respective immediate Supervisor and/or Captain. Such approval by the immediate Supervisor and/or Captain shall not be unreasonably withheld. The meetings between a grievant and the Grievance Representative shall be held at a University facility. Grievance Representatives shall be allowed adequate time, as approved by the immediate Supervisor and/or Captain, off the job with pay to conduct a proper investigation of each grievance. Such approval will not be unreasonably withheld. The withholding of such approval shall result in an automatic, equivalent extension of time limits within which a grievant must appeal the grievance or have it heard.

Section 8. Time Limits. It is the University's and the Lodge's intention that all time limits in the above Grievance Procedure shall be met. If an office specified for receipt of a grievance or grievance appeal is closed for an entire day, which day is the last day of the time period prescribed for the filing of a grievance or grievance appeal, then the grievant will be permitted to file the grievance or grievance appeal on the next day on which the office is open. To the end of encouraging thoughtful responses at each Level, however, the grievant and the University's designated representative may mutually agree, at any Level, to time extensions but any such agreement must be in writing and signed by both parties. Similarly, any Level in the Grievance Procedure may be skipped on any grievance by mutual consent. However, any such agreement must be in writing and signed by both parties. Failure of the University to timely conduct any meeting called for in Level One, Level Two, or Level Three, to timely respond to the grievance at these Levels, absent mutual agreement to extend, shall result in the grievance being automatically moved to the next Level in the procedure. Failure of the University to timely respond at Level Three shall move the grievance automatically to arbitration, with the understanding that if the University's Level Three answer has not been given by the time an arbitrator has been selected, such time not to exceed two (2) calendar weeks following the parties receipt of the panel of arbitrators, the University will bear the full cost of the arbitrator's fees and cost of the meeting room.

Section 9. Representatives in Meetings. In each Level of the Grievance Procedure outlined in Section 6, certain specific representatives are given approval to attend the meetings therein prescribed. It is expected that, in the usual grievance, these will be the only representatives in attendance at such meetings. However, it is understood by the parties that, in the interest of resolving grievances at the earliest possible level of the Grievance Procedure it may be beneficial that other representatives, not specifically designated, be in attendance. Therefore, it is intended that either party may bring in additional representatives to any meeting in the Grievance Procedure, but only upon advance mutual agreement

among the parties specifically designated to attend that such additional representative(s) has input which may be beneficial in attempting to bring resolution to the grievance.

Section 10. Working Days Defined. For the purpose of counting time, "working days" as used in this Agreement will not include days off, approved leaves, or holidays or days when the involved parties are not available for regular duty assignment.

Section 11. Grievant Security. No bargaining unit member shall be removed, disciplined, harassed or discriminated against because the member has filed or pursued a grievance under this procedure.

ARTICLE 10
ARBITRATION

Section 1. Decision to Pursue Arbitration. Should a grievant, after receiving the written answer to the grievance at Level Three of the Grievance Procedure still feel that the grievance has not been resolved to their satisfaction, the grievant may, upon approval of the Lodge President, request that it be heard before an arbitrator. The Lodge, by the Lodge President, must notify in writing the Manager, Labor Relations, of the Lodge's intention to proceed to arbitration within fourteen (14) calendar days of the grievant's receipt of the written answer from the Manager, Labor Relations or Designee at Level Three.

Section 2. Selection of Arbitrator. Within fourteen (14) calendar days following the Manager, Labor Relation's receipt of the Lodge's intention to proceed to arbitration, the Manager, Labor Relations or designee and the Lodge President or designee, will consult and attempt to select an impartial arbitrator by mutual agreement. In the event these representatives cannot reach agreement on an arbitrator, the parties will first request the Federal Mediation and Conciliation Services (FMCS). If FMCS is unavailable, another mutually agreed upon arbitration service will be utilized. The selected arbitration service will be requested to submit a panel of seven (7) arbitrators from which the University and the Lodge shall select one (1) by alternately striking names and selecting the final remaining name. Such selection shall occur within thirty (30) – calendar days following the parties' receipt of the panel from the arbitration service; however, such period may be extended by mutual agreement.

Section 3. Authority of Arbitrator. The arbitrator shall conduct a fair and impartial hearing on the grievance, hearing testimony from both parties, and applying the rules of the American Arbitration Association Voluntary Labor Arbitration Rules. It is expressly understood that the ruling and decision of the arbitrator, within the function as described herein, shall be binding, providing such decision does not exceed the jurisdiction or authority of the arbitrator set forth in this article. Only disputes involving issues subject to resolution through the grievance procedure based upon the facts presented shall be subject to arbitration. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement. The arbitrator shall not impose on either party a limitation or obligation not required by the expressed language of this Agreement. The arbitrator's decision shall address itself solely to the issue or issues presented.

Section 4. Arbitration Costs. The costs of any proof produced at the direction of the arbitrator, the fee of the arbitrator, and the rent, if any, for the hearing room shall be borne equally by the parties. The expenses of any non-employee witnesses shall be borne, if at all, by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter or request a copy of any transcript. Any affected member in attendance for such hearing shall not lose pay or any benefits to the extent such hearing hours are during their normally scheduled working hours on the day of the hearing.

Section 5. Arbitrator's Findings. The arbitrator shall render in writing their findings and award as quickly as possible within thirty (30) calendar days after the hearing, and shall forward such findings, awards, and all supporting data to the University's Manager, Labor Relations and a copy to the Lodge President. The arbitrator's decision shall be final and binding on the parties subject to the relevant provisions of Chapter 2711 of the Ohio Revised Code.

ARTICLE 11
WORK SCHEDULES AND ASSIGNMENTS

Section 1. Work Schedules. Work schedules are defined as a bargaining unit member's regularly assigned hours of the day and days of the week. A temporary change in a member's work schedule will be made known to the affected member at least fourteen (14) calendar days in advance, unless mitigating circumstances, beyond the control or foreseeability of the scheduler, requires such change in fewer than fourteen (14) days. A temporary assignment will be no longer than 80 working hours and the affected bargaining unit member shall not be moved more than once in a calendar year. When a schedule change is mutually agreed upon by management and the bargaining unit member to meet a special need of the Division, the aforementioned time requirement may be waived as defined in Article 25, Section 1.

(A). Said schedule may be changed to grant a bargaining unit member's request to receive earned compensatory time off if such schedule change is consistent with efficient and effective operations of the Police Division.

(B). Once posted, individual member's work schedules will not be changed for the purpose of avoiding overtime or compensatory hours accumulation.

Section 2. Assignments.

(A). Assignments for Captains will rotate on an as needed basis but no more than once in a calendar year. Work assignments and duties for Captains will be determined at the sole discretion of the Chief. The Captains may agree with the concurrence of the Chief of Police to rotate more than once in a calendar year.

(B). Not later than the first week of October, the Chief of Police, or designee, will determine and post the number of non-staff Lieutenant positions to be assigned to each work schedule for the twelve (12) month period at the beginning of the pay period that includes January 1 through the pay period that includes December 31 of each calendar year. This determination will be consistent with efficient and effective operations of the Division. Within thirty (30) calendar days of the first date of posting, bargaining unit members shall, in order of seniority, designate which work schedule they desire. Seniority for purposes of this Article shall be determined by total service as a bargaining unit member in their current classification. Lieutenants may select the same shift for no more than three (3) consecutive twelve (12) month periods. If a Lieutenant has worked three (3) consecutive twelve (12) month periods on the same shift, they must move/rotate to another shift. This rotation will be based on seniority as defined in Article 27. Notwithstanding the foregoing provisions in this paragraph, if the least senior Lieutenant is unable to rotate after three (3) consecutive twelve (12) month periods (i.e., because more senior members have selected all others shifts in accordance with this paragraph), the least senior Lieutenant shall remain on the same shift. This paragraph does not apply to staff Lieutenant shift assignments.

(C). Not later than the first week of November, the Chief of Police, or designee, will determine and post the number of non-staff officer positions to be assigned to each work schedule for the twelve (12) month period at the beginning of the pay period that includes the first Sunday of January. This determination will be consistent with efficient and effective operations of the Division. Within thirty (30) calendar days of the first date of posting, bargaining unit members shall, in order of seniority, designate which work schedule they desire. Seniority for purposes of this Article shall be determined by total service as a bargaining unit member as defined in Article 27 of this Agreement. A member in a special patrol assignment (Joint Patrol and Community Engagement / Bike Patrol) with the approval of the Chief of Police or designee may flex their daily work schedule.

(D). Choices made pursuant to Section (A), (B) and (C) of this Article will be honored except when the Chief of Police, or designee, determines that a particular bargaining unit member's choice is inconsistent with Division goals and priorities, based on a demonstrated need, as supported by documentation.

(E). When the Chief of Police, or designee, determines that a work schedule vacancy exists within a watch, including temporary vacancies, such determination will be posted to notify bargaining unit members currently assigned to a specific work schedule watch to submit written requests within ten (10) calendar days following such posting for the work schedule vacancy preference. Except for filling temporary vacancies, such requests will be granted pursuant to Sections (A), (B) and (C) of this Article.

(F). Regardless of the foregoing provisions of this Article:

1. Officers with less than one (1) year service in the Police Division shall have no assurance of work schedule assignment preference unless: (a) they are no longer assigned to the coach-pupil program and (b) the posting of work schedule assignments occur within the last ninety (90) days of their one (1) year probationary

period. During the officer's probationary period, they may be reassigned to the coach-pupil program for any necessary or additional training.

2. Section 2 of this Article does not apply to staff resource assignment positions.

3. No provision of this section shall affect or modify Section 1 pertaining to work schedules.

Section 3. Thanksgiving and Christmas Assignments. For purposes of this section, the Thanksgiving and Christmas assignments include the following days:

Thanksgiving: 4th Thursday in November and the following Friday.

Christmas: December 24th and 25th

(A). The hours of the assignments are for the forty-eight (48) hour period encompassing the two day period.

(B). Bargaining unit members are encouraged to volunteer for Christmas and Thanksgiving assignments. If a sufficient number of volunteers are not available to work these two assignments, the Division will exercise good faith efforts, to proportionately assign officers from staff and patrol to the unfilled positions, so as to provide an equitable balance of work assignments, taking into consideration approved leaves, regular days off, and work assignments.

Section 4. Training Assignments.

(A). For a period not to exceed eighty (80) hours per calendar year and when the Chief of Police determines a need for members to be trained, the Chief may require members to report for training assignments outside their normal work hours. Training assignments will be scheduled in blocks of time of not less than 8 hours. For the purposes of this section, members may be assigned outside their normal working hours no more than five (5) times per calendar year**.** Should all or part of the training be scheduled outside of the member's regular duty hours, the Chief of Police or designee has the discretion to adjust a member's work schedule to attend training. Training hours will be paid in accordance with Article 25. Members will be notified at least twenty-eight (28) days in advance of the scheduled training.

(B). Specialized training shall be defined as any training, other than regular Division training, that is provided to a member for the purpose of enhancing the member's knowledge, skills and abilities. Any member requesting specialized training shall submit a written request of such training to that member's immediate supervisor. The training captain or designee shall post all requests for specialized training within ten (10) calendar days after submission of the request. Such posting will indicate the name of the member requesting the training, the type of training requested, and the disposition of the member's request. If a member requests and is approved for specialized training, the member will,

when requested, share with Ohio State University personnel, in whole or in part, the subject matter addressed by the course.

Section 5. Other Assignments.

(A). When a contingency team assignment becomes available, a written announcement soliciting interested applicants will be posted for seven calendar days. Interested members must submit their qualifications, expressions of interest, and a statement of why they believe they should serve the department in this capacity, within three calendar days following the seven calendar day period of posting. The Chief of Police or designee shall make the sole decision of who is selected and shall notify all applicants of that decision.

(B). A contingency team assignment is defined as an assignment of longer than 30 calendar days duration with an organized and established team of officers to serve a specific function or provide a specific service. Examples include, but are not limited to personal protection team, etc.

(C). When a staff assignment becomes available, a written announcement soliciting interested applicants will be posted for seven calendar days. The posting will define the requirements and responsibilities of the staff assignment. Interested members must submit their qualifications, expressions of interest, and a statement of why they believe they should serve the Division in this capacity, within three calendar days following the seven calendar day period of posting. The Chief of Police or designee shall make the sole decision of who is selected and shall notify all applicants of that decision.

(D). A staff assignment is defined as a position of longer than 30 calendar days duration with a specific function or objective and filled by a bargaining unit member who is not regularly required to fulfill the duties of a member assigned to patrol while performing this function. Examples of routine patrol duties include, but are not limited to answering calls dispatched by radio, writing reports, responding to calls for service, etc.

ARTICLE 12
LABOR-MANAGEMENT RELATIONS

Section 1. Special Meetings. The University and the Lodge agree to meet and confer on matters of clarification of the terms of this Agreement upon the written request of either party. The written request shall be made in advance and shall include an agenda stating the nature of the matters to be discussed and the reason(s) for requesting the meeting. Discussion shall be limited to matters set forth in the agenda, but it is understood that these special meetings shall not be for the purpose of conducting continuing collective bargaining negotiations, nor to in any way modify, add to, or detract from the provisions of this Agreement. Special meetings shall be held within ten (10) calendar days of the receipt of the written request and shall be held between 8 a.m. and 5 p.m. at a time and place which is mutually agreeable to both parties. Each party shall be represented at special meetings as follows:

(A). The University shall be represented by the Manager, Labor Relations (or designated representative) and the Chief of Police (or designated representative) and such other management representatives or legal counsel as the Manager, Labor Relations shall consider appropriate, but not to exceed five (5) persons.

(B). The Lodge shall be represented by the President of the Lodge (or designated representative) and the six (6**)** elected members of the Lodge's Negotiation Committee for the bargaining units and such other representatives or legal counsel the Lodge considers appropriate, but not to exceed eight (8) persons. Not more than four (4) bargaining unit representatives who would otherwise be in a work status will be excused without loss of pay to attend the meeting.

Section 2. Subcommittees

(A). Scheduling/Assignment Subcommittee. A subcommittee is established to facilitate study, review and provide an analysis of scheduling and assignments within the University Police Division. The group shall consist of five (5) bargaining unit members, two (2) of whom shall be members of the lodge labor relations committee, including at least one (1) bargaining unit member from the rank of Lieutenant or Captain, and three (3) of whom shall be selected by the membership. The Chief will designate a Captain who will coordinate the meetings of the subcommittee, and two (2) other participants. Members of the subcommittee shall be granted reasonable release time to participate on the subcommittee, but they will only be paid for those hours in which they are provided release time during their normally scheduled shift. The workgroup shall engage in on-going study of Divisional scheduling and assignments and, on or before June 1 and December 1 of every calendar year, shall make recommendations to the Chief of Police, through the Labor Relations Committee, based upon its findings and conclusions that will take into account the interests of the members and the operational needs of the division. The University, when practical, will review the recommendations of the subcommittee in a timely fashion and implement the recommendations by mutual agreement of the parties.

(B). Special Duty Subcommittee**.** A subcommittee is established to study, review and make recommendations regarding the administration of special duty. The subcommittee shall work through the Labor Relations Committee as a collaborative effort between the University and the Lodge in proposing any modifications or clarifications to the guidelines. The subcommittee shall consist of five (5) bargaining unit members, two (2) of whom shall be members of the Lodge Labor Relations Committee, including at least one (1) bargaining unit member from the rank of Lieutenant or Captain, and three (3) of whom shall be selected by the membership. The Chief will designate a Captain, who will coordinate the meetings of the subcommittee, and two (2) other participants. Members of the workgroup shall be granted reasonable release time to participate on the workgroup but they will only be paid for those hours in which they are provided release time during their normally scheduled shift. The University, when practical, will review the recommendations of the subcommittee in a timely fashion and implement the recommendations by mutual agreement of the parties.

Except as otherwise provided in Article 25, the administration of special duty shall be governed by the special duty guidelines dated August 8, 2013.

Section 3. Response Commitment. Written responses promised by one party during such meetings on items raised by the other party will be submitted to the other party within fourteen (14) calendar days after such meetings.

Section 4. Continuous Quality Improvement (CQI). The Lodge and the University agree to promote Continuous Quality Improvement (CQI) or similar programs designed to promote excellence of work quality and performance in serving the needs of the University's customers including students, faculty, other employees and the general public. Members will be included in departmental CQI initiatives where appropriate.

Section 5. Labor Relations Meetings

(A) The University and the Lodge recognize the benefit of an exchange of ideas and information. For this reason the Chief of Police welcomes the designated Lodge representatives to meet with him and informally discuss matters of mutual interest and concern to the Lodge and the University.

(B) In the interest of sound labor/management relations, labor relations meetings shall be held no less than two (2) times each calendar year when requested by either party and otherwise when mutually agreeable. Such meetings shall be held on a mutually agreeable day and time. The purpose of such meetings is to discuss pending issues and/or problems and promote a more harmonious labor/management relationship.

(C) Labor relations meetings shall not be collective bargaining negotiations. The labor relations committee shall have no authority to collectively bargain for either party or to modify, add to or delete from the provisions of this contract.

(D) The University's Labor Relations Committee shall consist of the Manager, Labor Relations or his designee, the Chief of Police, and not more than two other members of management. The Lodge's Labor Relations Committee shall consist of two members of the contract negotiation committee selected by the membership, the grievance chairman, and one non-member from the Lodge. Upon mutual agreement, non-participants may be included in meetings if they are thought to have information or resources that could be helpful. For the purpose of labor relations with the University, Labor Relations Committee members on duty will be permitted to attend labor relations meetings in an on-duty status. Labor Relations Committee members not regularly scheduled for duty will be permitted to adjust their schedule so that they may attend the meeting in an on-duty status. Schedule adjustments shall be made with the member's immediate supervisor and/or Captain at a mutually agreeable time.

(E) The Scheduling/Assignments subcommittee and the Special Duty subcommittee are established to facilitate the interests of the University's and Lodge's Labor Relations Committee. It is understood that the purpose of these subcommittees is limited to the

matters set forth in Section 2, Paragraphs (A) (B) and (C) of this article. It is understood that these subcommittees are not for the purpose of conducting continuing collective bargaining negotiations nor are they in any way meant to modify, add to, or detract from any other provisions in this Agreement.

ARTICLE 13
CORRECTIVE ACTION AND RECORDS

Section 1. Corrective Action for Cause. No bargaining unit member of the Lodge shall be reduced in pay or position, suspended, or removed, except for incompetency, inefficiency, dishonesty, use of alcohol or being under the influence of alcohol at a BAC level of 0.02 or higher (unless permitted within the course of the member's assignment) or use or being under the influence of illegal drugs at work, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, or any other failure of good behavior, or any other acts of misfeasance, malfeasance, or nonfeasance in office. Nor shall the University take any form of corrective action against any such member except for just cause.

Section 2. Progressive Corrective Action. The principle of progressive corrective action shall ordinarily be followed by the University with respect to corrective actions for any breach of Division or University rule or regulation or violation of statutory provisions of the Ohio Revised Code or other applicable laws by members of the bargaining unit. With respect to minor offenses, progressive action will at least include an oral reprimand before a written reprimand, a written reprimand before any suspension for minor offenses and one or more suspensions will precede removal for minor offenses. However, if the offenses are of a serious nature, the University may deviate from progressive corrective action. Copies of all reprimands or notices of suspension or dismissal will be promptly given to the member and copies of suspensions or removal orders will be given to the Grievance Representative selected by the member.

Section 3. Actions of Record. The Lodge and the University agree that no bargaining unit member shall be given a suspension, demotion, or removal without first being given the opportunity to attend a hearing conducted by the Director of Employee Relations or designee at which the member or their representative(s) may show cause why they should not be demoted, suspended, or removed. The bargaining unit member and the selected grievance representative will be advised by the University seven (7) calendar days in advance of such hearing.

Section 4. Pre-Corrective Action Hearings. Prior to any hearing of a bargaining unit member before the Director of Employee Relations, the member will receive a written statement of all charges and specifications. At the hearing, the charged bargaining unit member will be allowed to be represented by a Lodge attorney or by a Grievance Representative and will be allowed to call witnesses material to the bargaining unit member's defense. Hearings will be held at the Office of Human Resources unless an alternate site is mutually agreed upon by the parties. A bargaining unit member who is charged, Lodge attorney, or grievance representative may make a written request for a

continuance. Such request will be granted where practical at the discretion of the Manager, Labor Relations. The length of such continuance shall be mutually agreed upon.

Section 5. Notification. The University will notify the affected bargaining unit member of any charges or of any decisions reached as a result of a Division hearing prior to any public statement. At such time as an inquiry concerning a bargaining unit member occurs wherein University management knows or suspects that corrective action of record (reprimand of record, suspension, reduction, or removal) will or may result, the bargaining unit member will be immediately notified that such result is possible.

Section 6. Review of Personnel Files. Bargaining unit members or their representatives authorized in writing shall be allowed to review their personnel files and all other files or documents maintained by the University Police Division, other than alleged criminal investigation records, that contain "personal information" on the member (as defined by Ohio Revised Code section 1347.01) unless the information is required by law to be kept confidential. Such review may be conducted at any reasonable time upon written request to and in the presence of the Chief of Police or designee. Except for supervisory and administrative personnel with a legitimate need to know, or in response to a valid and proper subpoena, no information in a member's personnel file or other personal information will be disclosed to anyone outside of the University, except for name, place of employment, dates of employment, job classification and pay range, unless a bargaining unit member requests in writing in advance to the University that specific data be provided. However, if a request is made to inspect or copy records within a member's personnel file or other personal information pursuant to open records provisions of the Ohio Revised Code, the University shall make all reasonable efforts to provide notification to the member of the nature of the request and provide the member at least five (5) calendar days prior to the University's intended compliance therewith. Within that period, the member shall have the opportunity to take any one of the following actions**:**

A. Insure that any material in the member's personnel file which is subject to removal therefrom under any provision of this agreement or by any other applicable law is removed prior to the University's compliance with the request;

B. Be present in person or through a designee at and throughout the time the file or other personal information is produced for inspection or copying.

Records maintained in a personnel file are generally considered public records under Ohio law however, the University reserves the right to withhold from inspection records made confidential by law or not considered a public record. Copies of all documents released by the University pursuant to the open records provisions of the Ohio Revised Code shall be provided to the member at the time that they are released. Bargaining unit members may receive a copy of documents in their files and other personal information upon request, and the University may make a reasonable charge for copies.

Section 7. Inaccurate Documents.

(A). If any bargaining unit member disputes the accuracy, relevance, timeliness, or completeness of the personnel information pertaining to them that is maintained by the University, the member may request, in writing to their immediate supervisor and/or Captain, that the University investigate the current status of the information. Within ten (10) working days from the immediate supervisor and/or Captain's receipt of this written request, the University will notify the member in writing of the results of its investigation and the action planned to be taken with respect to the disputed information. The University shall delete any information that it cannot verify or that it finds to be inaccurate, or no longer relevant to the bargaining unit member's performance.

(B). If after such determination the bargaining unit member is not satisfied, the University shall:

1. Permit the member to include within the system a brief position statement on the disputed information, or

2. Permit the member to include within the system a notation of protest that the information is inaccurate, irrelevant, outdated, or incomplete.

Section 8. Duration of Records.

(A). Upon written request to the Chief of Police, a bargaining unit member shall have the record of any reprimands removed from the personnel file provided there have been no related reprimands or corrective actions for a continuous period of twelve (12) months. The letter of request shall not be maintained in the member's personnel file. In any case in which a written reprimand, reduction, suspension, or removal is disaffirmed through the Grievance Procedure or court of competent jurisdiction, the personnel record shall clearly indicate such disaffirmance. In addition, complaints not sustained, exonerated or unfounded made against a bargaining unit member shall not be placed in the member's personnel file and shall not be considered in future corrective actions or promotional considerations and shall not be shared outside the Police Division.

(B). Corrective actions resulting in either suspension or removal shall be maintained in the bargaining unit member's file throughout their employment unless, after two (2) years from the date of the corrective action, the member submits a written request to the Chief of Police for its removal. Such request will be granted, provided there have been no further written reprimands or suspensions. The written request shall not be maintained in the member's personnel file and all records of the suspension or removal shall be removed from the personnel file. After one year from the date of issuance of the corrective action the bargaining unit member may petition to the Chief of Police to have the corrective action removed from the file. The Chief of Police has sole discretion to act upon the request.

(C). Once corrective actions have been removed from the bargaining unit member's personnel file they may not be used in subsequent corrective actions for the purpose of showing progressive corrective action.

ARTICLE 14
INVESTIGATIVE PROCEDURES

Section 1. Member Rights.

(A). This article shall apply to any investigation conducted by someone other than the member's immediate supervisor or as directed by the Chief of Police. The article shall not govern matters of supervisory-initiated discipline below the level of a written reprimand, counseling, or inquiry, but the supervisor shall follow the Division of Police prescribed procedures and applicable laws.

Whenever an investigation may lead to criminal charges or formal disciplinary action against a bargaining unit member in the form of a written reprimand, suspension or dismissal, that particular bargaining unit member shall be allowed reasonable time to contact the Lodge Representative and/or attorney prior to any interview, and to have the Lodge Representative present during all interview sessions. A bargaining unit member suspected of having committed a criminal offense shall be assured the same rights as any other citizen regarding police inquiry.

(B). At least twenty-four (24) hours prior to questioning in an investigation that may lead to formal disciplinary action as described in Section 1(A) of this article, the bargaining unit member under investigation shall be provided with written notice by the Chief of Police or designee of the nature of the investigation and the time of their interview. After the exhaustion of the 80 working hours set forth in Article 11.1, the Chief of Police may temporarily reassign a bargaining unit member who is the subject of an investigation for a period of time not to exceed an additional sixty (60) days.

(C). When a member is to be interviewed as a witness in an investigation of any other member, the member to be interviewed shall be fairly apprised prior to the beginning of questioning of the circumstances giving rise to the interview.

(1) If during the interview of the witness, the investigator has reason to believe the witness has become a focus of the investigation or has provided information which would cause the witness to become a focus of another investigation for which it would be reasonable for the investigator or the witness to believe that either formal discipline or criminal charges may result, the investigator shall immediately notify the member of such belief and inform the member of the member's rights under this Article.

(2) If, during the interview, the witness has reason to believe that he/she has become the focus of the investigation or has provided information which would cause the member to become the focus of another investigation for which either

formal discipline or criminal charges may result, the member may invoke his/her rights under this Article and, where the witness is not represented by a Lodge Representative during the interview, immediately contact a Lodge Representative for representation.

(D). Recordings may be made by either party of any/all proceedings under this article. Prior to any recording, all parties shall have knowledge of such recordings. A copy must be provided to the other party upon request.

Section 2. Insubordination. Before a bargaining unit member may be charged with insubordination or like offense for refusing to answer questions or participate in any investigation, the member shall be advised that such conduct, if continued, may be made the basis for such a charge; except that a member who refused to answer questions or participate in a criminal investigation shall not be charged with insubordination or like offense where such refusal is premised on the exercise of the rights and advice afforded in Section 14.1 above.

Section 3. Scheduling of Interview. Any interrogation, questioning or interviewing of a bargaining unit member will be conducted at hours reasonably related to his or her current assignment, preferably during working hours, except in serious situations when time is of the essence. Interrogation sessions shall be for reasonable periods of time, and time shall be allowed during such questioning for rest periods and attendance to other physical necessities.

Section 4. Polygraph Examination. In the course of an internal affairs investigation, a polygraph examination may be conducted only with the consent of the bargaining unit member. The results of this examination or the refusal to consent to this examination cannot be used in any subsequent criminal action or Departmental hearing unless agreed to by both parties prior to the giving of such examination.

Section 5. Admissibility of Evidence. Any admission or evidence of guilt to a Departmental charge(s) obtained through administrative pressure, coercion, or threat relating to disclosure of a member's personal affairs unrelated to the charge(s) or relating to administrative promise of employment benefit will not be admissible in any subsequent hearing of Departmental charges.

However, notification to a member that potential corrective action, including demotion, suspension, or removal, could result if the member continues to refuse to answer questions or cooperate in any internal investigation shall not be construed as administrative pressure, coercion, or threat; a member who gives evidence, testifies in a hearing of Departmental charges or a hearing or trial of criminal charge(s) in return for not charging or for reducing charges against the member who testifies shall not be construed as administrative promise of employment benefit for purposes of this section.

Section 6. Access to Records.

(A). The bargaining unit member who is under investigation may request access to, and copies of, any public documents or records in the possession of the University which relate to the investigation. A Lodge representative or attorney may make this request on behalf of the member. If requested, the University shall provide any public documents required under ORC Section 149.43 to the member and/or the Lodge representative or attorney prior to the interview. Also, upon request, a member who is being interviewed shall be given a copy of any citizen complaint or a summary of any non-citizen complaint prior to any questioning.

(B). A bargaining unit member who is charged with violating University or University Police Policy, Order, Procedure, Rule, or Regulation and/or lodge representative or attorney where one is involved, upon written request to the Chief of Police will be provided access to and/or copies of transcripts including transcripts of questions asked and responses to polygraph examinations, records, written statements, and audio and videotapes pertinent to the charge within three (3) working days after requested and reasonably in advance of any University hearing on the charge involved.

Section 7. Complaints/Timelines

(A). When any anonymous complaint is made against a bargaining unit member and there is no corroborative evidence of any kind, the complaint shall be classified as unfounded and the accused member shall not be required to submit a written report regarding the allegation. Whenever other citizen complaints against a member are reported to the University Police Division, the complainant shall be requested to place the complaint in writing prior to commencement of any investigation.

(B). An accused member shall, without unreasonable delay, be notified in writing not later than 5 calendar days subsequent to either the submission of a non-criminal complaint or the commencement of any non-criminal internal affairs investigation that may result in discipline against the member of the complaint; likewise, the accused member shall be notified in writing not later than 10 calendar days after completion of any investigation of its final classification as sustained, exonerated, or unfounded.

(C). An investigation of a bargaining unit member shall be conducted without unreasonable delay. The member shall be informed of the status of the investigation not later than 30 calendar days after the member has received notice of the complaint and/or investigation. If after 30 calendar days the investigation is not concluded, the member shall be notified of the status of the investigation and thereafter at intervals of not less than 30 calendar days.

Section 8. Grievance Appeal. If any of these procedures are violated, such violations shall be subject to the Grievance Procedure beginning at the second level.

ARTICLE 15
REDUCTION IN FORCE

Section 1. University Pledge. The University agrees that all layoff and recall procedures affecting bargaining unit members utilized by the University shall be consistent with applicable provisions of the University rules for the Classified Civil Service to the extent that such provisions are not in conflict with the terms of this Article.

Section 2. Layoff, Recall and Displacement Rights. Bargaining unit members laid off or recalled as a result of the application of this Article and applicable University rules may exercise displacement rights only within the bargaining units. No employee outside the bargaining units shall be permitted to displace any bargaining unit member by the application of University reduction in force rules. In the event of a layoff affecting a member in a classification / rank above ULEO, such member shall be permitted to accept a reduction in rank (to the next lower rank), and, if necessary, may displace the member with the least amount of seniority (as determined by Section 3 of this Article) in that lower rank.

Section 3. Order of Layoff. The order of any layoff shall be determined solely in accordance with the following:

A. In any classification or rank affected by a layoff, the least senior member in that classification / rank will be laid off first.

B. For purposes of this Article, a member's seniority in their current classification / rank will be determined by their continuous service in that classification / rank. However, if a member previously was reduced in rank as the result of demotion (voluntary or involuntary), layoff, or job abolishment, then the member's continuous service in the higher rank(s) will be added to all service in the lower rank(s). (e.g., If a ULEO had 60 months continuous service in that classification/rank, followed by 12 months as a ULEO Supervisor ("Lieutenant"), followed by 2 months as a ULEO, the member would have 74 months of continuous service as a ULEO for purposes of determining seniority and the order of layoff from the ULEO classification/rank.)

C. For purposes of this Article, any separation from employment will constitute a break in continuous service; however, any member who returns from a disability separation/retirement shall be credited with seniority for all continuous service in their classification / rank prior to the date of their disability separation/retirement.

ARTICLE 16
HEALTH AND SAFETY

Section 1. Health and Safety Programs. The University and the Lodge will continue to encourage health and safety in all police duty-related matters and will promote the health and safety standards established by the University for its law enforcement officers. The University shall be receptive to Lodge input in the health and safety programs.

Section 2. Health and Physical Fitness. The University and the Lodge recognize that good health and physical fitness is beneficial for the efficiency and safety of all officers. The Health and Physical Fitness workgroup is established to facilitate study, and review the physical fitness standards for bargaining unit members. The group shall consist of six (6) members: four (4) bargaining unit members to be selected by the membership, two (2) of whom shall be members of the lodge labor relations committee, and two (2) of whom shall have obtained or are enrolled to receive OPOTA's "Police Fitness Coordinator" or "Physical Fitness Specialist" certifications; and two (2) management team employees of the Division of Police selected by the Chief of Police or his designee. Members of the workgroup shall be granted reasonable release time to participate on the workgroup but they will only be paid for those hours in which they are provided release time during their normally scheduled shift. It is the charge of the workgroup to make recommendations regarding physical fitness standards to the Chief of Police through the Labor Relations Committee on or before January 15 of each calendar year and to schedule all testing times and locations.

The University will provide a $360 physical fitness incentive each year to those bargaining unit members who annually sign up, participate, and pass the tier 1 standard as established by the physical fitness workgroup.

The University will provide an additional $340 physical fitness incentive each year (for a total of $700) to those bargaining unit members who annually sign up, participate, and pass the tier 2 standard as established by the physical fitness workgroup.

The University will provide an additional $200 physical fitness incentive each year (for a total of $900) to those bargaining unit members who annually sign up, participate, and pass the tier 3 standard as established by the physical fitness workgroup.

Payment will be made within two pay periods following the submission of documentation and satisfaction of the requirements of the program as established herein. Only those incentives listed herein with respect to the physical fitness program will be awarded to bargaining unit members.

In addition to the monetary incentive set forth above, a member who has achieved the tier 3 standard will receive a certificate of commendation. The certificate of commendation will be awarded annually.

Section 3. Reporting. Bargaining unit members shall promptly report any on-duty injury, illness or dangerous condition of which they have direct knowledge to a command officer. The member shall complete the appropriate report forms and submit them to a command officer. The Chief of Police or designee shall provide a copy of the completed forms to the member upon request.

Section 4. Ohio State Employee Assistance Program. The University and the Lodge recognize the value of the Ohio State Employee Assistance Program to aid members who may experience some form of personal difficulties which may interrupt or cause

deterioration in work performance. The OSEAP serves as a readily accessible link between a member seeking assistance and the appropriate problem-solving resource. The referral and consultation services provided by OSEAP are free, confidential and voluntary. Any information revealed by a member in connection with the OSEAP will remain confidential and will not become part of the member's employment record. Members seeking assistance shall not have their condition of employment jeopardized by their participation with the OSEAP program.

ARTICLE 17
PERFORMANCE EVALUATION

Section 1. Performance Appraisal. A bargaining unit member's performance shall be evaluated on the basis of the duties and functions prescribed in the University position specification for the classification of the member, unless specific duties or functions are exempted from such evaluation by the Chief of Police or unless, through no fault or act of omission on the part of the member, the member had no opportunity to perform any such duties or functions.

Section 2. Performance Records. A bargaining unit member's signature on any performance evaluation shall be viewed by the parties hereto only as a representation that the member has read it; it shall not be viewed as a representation of concurrence in any or all of the contents or comments thereon. The member shall be the last person to sign an evaluation, except for the signatures of the Chief of Police and the Associate Vice President for Human Resources on performance evaluations, and no evaluative comments may be made on record copies thereafter, unless the member is provided the opportunity to respond. The bargaining unit member shall receive a copy of the evaluation in its final form. Upon written request to the Chief of Police, a bargaining unit member shall have any personnel evaluations which are more than three (3) years old removed from the file and returned to the member.

ARTICLE 18
MISCELLANEOUS NON-ECONOMIC

Section 1. Agreement Copies. As soon as is possible following the signing of this Agreement, the University will make available an electronic PDF version of the Agreement to the Lodge for distribution to bargaining unit members and will post the Agreement on the Office of Human Resources web site and the intranet for the Division of University Police. In addition**,** the University will provide, in booklet form, 75 copies of the Agreement to the Lodge for distribution to bargaining unit members, with the cost of printing to be paid by the University. The Lodge shall be responsible for distributing copies to current bargaining unit members, and new bargaining unit members who are hired during the life of this Agreement.

ARTICLE 19
LEAVES

Section 1. Leaves of Absence. An unpaid leave of absence may be granted by the University up to a period of time not to exceed six (6) months for personal reasons of the bargaining unit member. All leaves of absence must be applied for, and granted by the Chief of Police, in writing.

Section 2. Return from Leaves of Absence.

(A). A bargaining unit member may return to work prior to the expiration of any unpaid leave of absence provided reasonable notice is given by the member, in writing, stating the date, time and place for the member to return. The right to return to work earlier than scheduled is subject to the availability of work in the member's position classification.

(B). Upon the expiration of a member's leave of absence, the member will be returned to the formerly occupied position or a position in the same classification and pay status if the former position no longer exists.

(C). If it is found that a leave of absence is not actually being used for the purpose for which it was granted, the University may cancel the leave and direct the member to return to work.

Section 3. Funeral Leave.

(A). A bargaining unit member shall receive straight time pay for each day lost during their normal work week, not exceeding five (5) days, to make arrangements for and attend the funeral of a member of their immediate family. Additional days will be granted upon a showing that circumstances require travel out of the surrounding area or a showing that an earlier return would work a hardship upon the member.

(B). Immediate family shall be defined as: spouse; domestic partner; mother; father; sister; brother; biological, adopted, or foster child; stepchild; legal ward; grandparent; grandchild; mother-in-law; father-in-law; sister-in-law; brother-in-law; daughter-in-law; son-in-law; grandparent-in-law; grandchild-in-law; or corresponding relatives of the employee's partner; other persons for whom the employee is legally responsible; and anyone who stood in loco parentis to the employee as a child. When using sick leave for illness, injury, examination, or death of a domestic partner, a completed and notarized Affidavit of Domestic Partnership form must be on file with the department and with the Office of Human Resources.

(C). Any day for which a bargaining unit member receives pay under the provisions of this Section shall be charged against such member's sick leave, vacation, or compensatory time at the member's option.

Section 4. Medical Leave of Absence. Any member who has completed the required probationary period and who has exhausted their accumulated sick and vacation leave shall be granted a leave of absence for illness for a period not to exceed six (6) months. The

member shall furnish satisfactory medical proof of such said illness. The Chief of Police will review the request for unpaid leave on a monthly basis. Leave as an accommodation will be in accordance with applicable law.

Section 5. Paid Parental Leave.

Paid parental leave will be provided to bargaining unit members in accordance with University policy (currently 6.27). Paid parental leave is provided to a birth mother, father, domestic partner, or adoptive parent, as paid time off to recover from childbirth and/or to care for and bond with the newborn or newly-adopted child.

Section 6. Medical Certification.

(A). Upon completion of a medical or pregnancy leave, a member must provide the University with a doctor's certification attesting to the member's fitness to return to work.

(B). Restricted (Light) Duty: The Chief of Police or designee shall arrange, upon request of a member, for restricted (light) duty for members experiencing temporary partial disability, in lieu of any other leave, provided that work is available and that the member can perform the essential functions of the light duty assignment. The status of a member placed on restricted (light) duty will be reviewed at thirty (30) day intervals, unless the nature of the member's condition requires a shorter review period. A member may be on restricted (light) duty while the extent of the injury is in dispute or unknown, the member is participating in a rehabilitation program, or has a disability separation or disability retirement application pending**.** Where not addressed in this Agreement, the University's transitional work policy shall be applicable to injured and/or disabled members.

Section 7. Worker's Compensation. When a member has filed an injury claim with the Bureau of Workers' Compensation and is absent from work due to that claim it shall be that member's option as to whether or not to use accrued sick leave, vacation or compensatory time.

Section 8. Continuation of Benefits. A member who is on an approved medical or paid parental leave will have his/her hospitalization, life insurance, accidental death and dismemberment, surgical medical and major medical policies continued at no additional cost to the member; however, when the member has exhausted all paid leaves (e.g., sick, vacation, compensatory) the continuation of benefits shall be in accordance with university policy. A member receiving such leave must make arrangements with the Office of Human Resources/Benefits Administration for the continuation of benefits.

Section 9. Military Leave. The University will continue to comply with all applicable State and Federal statutes and regulations relating to the employment rights of members on military leave.

Section 10. Sick Leave.

(A). Sick leave credit shall be earned at the rate of 4.6 hours for every eighty (80) hours of service in an active pay status, including paid vacation, overtime, and sick leave, but not during a leave of absence or layoff.

(B). Upon retiring from active state employment after ten or more years with the State of Ohio agencies, a bargaining unit member may elect to be paid in cash for one-fourth of the accrued but unused sick leave credit. This payment will be based upon the member's rate of pay at the time of retirement. Upon accepting such payment, all sick leave accrued up to that time will be eliminated.

(C). Such payment will be made only once to a member. A member who returns to state employment after retiring may accrue and use sick leave as before, but may not convert the unused sick leave at the time of a second retirement.

(D). The maximum payment allowed will be for one-fourth of one-hundred twenty days. Sick leave conversion does not apply to any termination or separation other than retirement.

(E). Special Sick Leave Conversion: A member who has accumulated three hundred (300) or more hours of sick leave as of the beginning of the pay period that includes December 1 in any calendar year may elect to convert a maximum of eighty (80) hours of such unused sick leave to eighty (80) hours of vacation leave. This special conversion option may be exercised only in the first pay period in December. Converted vacation is subject to existing policies and rules regarding the accrual and use of vacation.

(F). If a member is killed in the line of duty, all accrued but unused sick leave shall be paid to the next of kin or the estate of the deceased member at the rate of one (1) hour of pay for every hour of accrued and unused sick leave. The payment shall be at the rate in effect at the time of the member's death.

(G). A violation of the Department's attendance policy may result in corrective action in accordance with Article 13 of this agreement, whether or not the sick leave has been approved and/or paid.

Section 11. Continuation of Leave. A bargaining unit member who is absent due to illness or injury, who can provide satisfactory evidence of same, and who has exhausted their accrued sick leave, or a member who has been granted a leave of absence, will be permitted to charge such absence to their available vacation time or compensatory time.

Section 12. Family and Medical Leave. Family and Medical Leave (FMLA Leave) and Parental Leave will be provided in accordance with University Policy. When changes to Family and Medical Leave Policy 6.05 are proposed, the University will notify the Lodge at least 45 days prior to implementation of such policy change if such change will affect the wages, hours, or terms and conditions of employment for bargaining unit members. If the Lodge submits a written request to bargain the affects of any such changes, the parties shall

engage in good faith negotiations regarding the affects of the proposed changes upon the bargaining unit members' wages, hours, or terms and conditions of employment in accordance with the procedures established in Article 7 of this agreement.

Section 13. University Work While on Leave. A member while on FMLA Leave for reasons other than the member's own serious health condition or while on Parental Leave may be permitted to work special duty and overtime assignments, if such assignments are outside of the bargaining unit member's normally scheduled work hours. Notwithstanding the foregoing, it is agreed that a bargaining unit member shall indicate at the time they request the leave whether they wish to work assignments outside of their normally scheduled work hours. If a member so wishes to work outside of their normally scheduled work hours, it is within management's discretion to determine whether the member will work special duty or voluntary and/or mandatory Divisional overtime.

Section 14. Occupational Injury Leave. Bargaining unit members who are disabled from performing the duties of their own occupation with the University due to bodily injury sustained or serious illness contracted in the pursuit and performance of the duties of such member's occupation, shall receive in lieu of the benefits conferred upon members by the sick leave provisions contained this Agreement, injury leave at their applicable rate of pay. The injury or serious illness must be sustained or contracted in the line of duty, and must not have resulted from reckless disregard or misconduct on the part of the bargaining unit member.

Occupational injury leave is not available for injuries incurred during those times when the bargaining unit member is engaged in non-law-enforcement activities, administrative or clerical duties, is on a meal or rest period, is engaged in any personal activity, including but not limited to physical fitness activities, or is in the act of arriving or departing from his/her assigned work facility. Notwithstanding the foregoing, it is recognized that, due to the nature of law enforcement, members may be required to take law enforcement action (or suffer a law enforcement related injury) at any time, including but not limited to meal or rest periods.

Injury leave shall be paid for no more than a total lifetime maximum of 560 hours per incident for any member for loss of time related to bodily injury or serious illness received while on duty. Injury leave will be for the immediate loss of time or continued treatment of such injury or illness, not to exceed the per incident lifetime maximum of 560 hours. The receipt of benefits pursuant to the provisions of this Section shall not affect the accrual of sick leave, vacation time, seniority, or other benefits of employment.

A. The University and the Lodge have jointly developed the following procedure for administering this Section:

    1. Bargaining unit members who are disabled from performing the duties of their own occupation with the University due to bodily injury sustained or serious illness contracted in the pursuit and performance of the duties of such occupation shall follow the procedures contained herein:

1.1 Submit an injury report through the chain of command within twenty-four (24) hours of the injury or within twenty-four (24) hours of the realization of serious illness contracted;

1.2 If the member is unable to submit an injury report due to incapacity, the member's immediate supervisor shall cause the form to be submitted and/or with the assistance of integrated disability;

1.3 If the member requests time off for injury or serious illness the member shall submit a request for leave with supporting medical documentation, including the physician's statement; and

1.4 In all cases of injury sustained by a member, regardless of severity or whether injury leave is to be requested, it shall be mandatory for the injured member to file an injury report. The filing of this report shall provide the factual basis to support an injury leave request if filed at a subsequent date.

2. All requests for injury leave shall be supported by medical documentation.

2.1 Requests with a physician’s signature but not supported by medical documentation from a licensed physician or medical professional shall not be considered.

2.2 The University may order the member to obtain additional documentation relevant to the injury, including but not limited to the circumstances surrounding the injury. Failure of the member to comply with the request may result in the member's disqualification for injury leave.

2.3 Before granting injury leave or during the course of injury leave, the Chief of Police or Designee may order the member to be evaluated by a physician specializing in the practice areas that are relevant to the member's condition, in conjunction with Integrated Disability. This physician will be selected from a panel of physicians who may or may not be affiliated with or recommended by The Ohio State University Medical Center.

3. After the completion and submission of the required documents specified above, a determination shall be made by the Chief of Police or designee, in consultation with Integrated Disability, concerning the granting of injury leave. Within seven (7) days after the submission of documentation as required in paragraph A., 1., 1.3 of this Section, the concerned member shall receive written notification of approval or disapproval of injury

leave. If such notification is not provided within this seven (7) day period, the member shall be placed on occupational injury leave. However, if the member's request for such leave is subsequently denied, the member's sick leave bank shall be reduced by the amount of occupational injury leave received for the incident. If the member does not have a sufficient balance of available sick leave to restore the occupational injury leave balance, the costs will be recouped through payroll deduction. Nothing in this Section shall limit or preclude members from appealing a denial of their occupational injury leave request.

B. A member shall not receive both Workers' Compensation benefit payments and injury leave payments for the same period of time. When not addressed in this Agreement, the University's transitional work policy shall be applicable to injured and/or disabled members. In order to be eligible for occupational injury leave in accordance with this Section, bargaining unit members must participate in the University's transitional program.

ARTICLE 20
VACATIONS

Section 1. Vacation Requests. Vacations will be scheduled at such times as shall be mutually agreeable to the bargaining unit member concerned and the Chief of Police or designee. The University reserves the right to limit the number of members permitted to be on vacation at any one time where the efficiency and operational needs of the facility will be disrupted. The response time for approval/disapproval of written requests for vacation leave will not exceed five (5) working days from date of submission. Approval for vacation leave shall not be unreasonably withheld. Any change of vacation shall be made by mutual agreement between the bargaining unit member and the Chief of Police or designee.

Section 2. Annual Leave. Vacation requests for each year shall be submitted in January and approval granted not later than February 15, in order to have seniority honored as provided herein. When two or more bargaining unit members choose the same vacation time and operational needs require the limitation of the number of members who can be off, the member with the longest University service in the Police Department will be given first choice, except that members entitled to more than two weeks vacation may be required to schedule that portion beyond the two weeks at a less desirable time. Once a member's vacation has been approved, it will not later be changed because of the exercise of seniority provided for above.

Section 3. Accrual Schedule. Bargaining unit members shall be entitled to vacation in accordance with the following schedule:

YEARS	ACCRUAL
1 through 7	3.07692 hours per pay period
8 through 14	4.61538 hours per pay period

15 through 24	6.15384 hours per pay period
25 years or more	7.69230 hours per pay period

Section 4. Maximum Accrual of Vacation. Vacation may be accrued for the purpose of extending the vacation period or to carry over any unused vacation credit from a previous period. Such accrual shall be limited to that amount earned in the three years of service just completed.

Section 5. Separation Payout. Upon termination of employment, payment for accrued but unused vacation leave shall be made at the member's rate of pay at the time of termination, subject to the accrual limits stated in Section 4 of this Article and provided the member had at least one year of continuous service with the University.

Section 6. Survivor Benefit. In the event of a bargaining unit member's death any earned but unused vacation for which the member was eligible to be compensated will be paid at the rate of pay at the time of death to the next of kin or the estate of the deceased member.

ARTICLE 21
UNIFORMS AND EQUIPMENT

Section 1. Uniforms and Maintenance. The University will continue to furnish and maintain all uniforms parts and leather gear which have been furnished in the past. Maintenance includes cleaning, alterations (except for excessive weight gain) and repairs. For 2019 only, the University shall reimburse each member for at least one pair of approved uniform shoes/boots not to exceed two hundred dollars ($200). Thereafter, members, at their own expense, are responsible for furnishing footwear consistent with their assignments and compliant with divisional standards. Members may submit requests for the purchase of, or reimbursement for, additional uniform parts and equipment, which may be granted at the discretion of the Chief of Police. Footwear is not considered “equipment” for purposes of this article.

Section 2. Uniform Replacement. Uniform parts which are damaged, or otherwise rendered unusable in the line of duty will be replaced by the University at no cost to the member unless as provided in Section 3. Requests for replacement of damaged uniform parts will be submitted in writing to the Chief of Police or designee for approval. Such requests will include a statement of the circumstances leading to the damage and submission of the damaged item.

Section 3. Negligence. An item of uniform, leather gear or equipment issued or assigned to a bargaining unit member which is damaged, destroyed, or lost through negligence of the member shall be replaced or repaired at the member's expense, but in an amount not to exceed $300.00 unless there is evidence of gross negligence. University Police Division vehicles are excluded from this provision.

Section 4. Safe Equipment. The University will maintain all equipment required for use by bargaining unit members in a safe and operable condition, to include compliance with

safety standards as set by the manufacturer and any state and federal laws or guidelines which apply to this equipment. The University will take no corrective action against a bargaining unit member because they report any unsafe equipment or working conditions. Pending resolution of any grievance alleging a violation of this Section, the member will comply with management direction unless such direction clearly involves circumstances which could result in serious bodily harm to the member or other persons.

ARTICLE 22
INSURANCE

Section 1. The University will provide group health benefits to bargaining unit members on the same basis and costs as such benefits are provided to all other non-bargaining unit staff at the University.

Bargaining unit members who choose to participate in all or any part of the University-wide program of insurance benefits shall pay the employee's share of premiums, deductibles and other costs as established by the University.

Section 2. Retirement Benefits. Bargaining unit members, if eligible, may participate in the retirement benefit programs offered to retirees as currently in effect and as may be determined during the term of this Agreement.

Section 3. Liability Insurance.

(A). The University will continue to provide liability insurance for members required to operate moving vehicles owned by the University.

(B). The University will provide for all bargaining unit members Professional Liability Insurance coverage, if available, which program shall conform to accepted standards for such programs in comparable police organizations. Such insurance shall be provided at no cost to the members.

Section 4. If the University declares an insurance premium holiday, it shall also apply to bargaining unit members covered by this Agreement.

ARTICLE 23
WAGES

Section 1. Effective the pay period that includes September 1, 2025, bargaining unit members holding the rank of Officer will be paid an hourly base wage in accordance with the table listed below:

	Rate
Step 1	37.96
Step 2	40.47
Step 3	45.59

Step 4	51.85
Maximum	59.00

Effective the pay period that includes September 1 of fiscal year 2027, the hourly rate will be increased by 3.5%.

Effective the pay period that includes September 1 of fiscal year 2028, the hourly rate will be increased by 3.5%.

(A). The entry rate for new employees will be Step 1, except, at the discretion of the Director of Public Safety, new employees with current Peace Officer certification and experience as a full-time Public Law Enforcement Officer may be paid as follows:

1 year of experience	Step 2
2 years of experience	Step 3
3 years of experience	Step 4
4 or more years	Maximum Step

(B). Effective the pay period which includes September 1 of each fiscal year, bargaining unit members will advance to the next Step of the pay table. Members at the Maximum Step will not advance further on the pay table.

Section 2. Shift Differential. Bargaining unit members who, through the regular shift bid process, are scheduled to work between the hours of 3:00 p.m. and 7:00 a.m. or who through the regular shift bid process are scheduled to work half of their regular work schedule between the hours of 3:00 p.m. and 7:00 a.m. will have their base pay increased by an amount of one dollar ($1.00) per hour.

Section 3. Rank Differential. The hourly rate for members in the rank of lieutenant shall be based upon a rank differential of 20% between the maximum hourly base wage of members in the rank of officers; and, the hourly rate for members in the rank of Captain shall be based upon a rank differential of 10% between the maximum hourly base wage of members in the rank of Lieutenant. Effective September 1, 2025, bargaining unit members holding the rank of Lieutenant or Captain will be paid an hourly base wage in accordance with the table listed below:

	Rate
Lieutenant	70.80
Captain	77.88

ARTICLE 24
NEPOTISM

Relationship by family, marriage, or partnership will constitute neither an advantage nor a deterrent to appointment of a bargaining unit position provided the individual meets and

fulfills the appropriate appointment standards. Family as it relates to this Article is defined as spouse; domestic partner; mother; father; sister; brother; biological, adopted, or foster child; stepchild; legal ward; grandparent; grandchild; mother-in-law; father-in-law; sister-in-law; brother-in-law; daughter-in-law; son-in-law; grandparent-in-law; grandchild-in-law; or corresponding relatives of the employee's partner; other persons for whom the employee is legally responsible; and anyone who stood in loco parentis to the employee as a child. Employment of relatives within the Department of Public Safety is neither encouraged nor discouraged however, selection of personnel will be on the basis of job-related qualifications and performance.

No member who has a relationship with another employee within the Division of Police, whether that relationship is by family, marriage or partnership, can be immediately responsible for the decision to hire, or the supervision, direction, evaluation, or salary recommendation of the other employee. Should a bargaining unit member end up on the same shift and under the supervision of their relation, the bargaining unit member must request a demotion, resign or be subject to the removal process from their employment with the University and such action cannot be grieved through Article 9 or arbitrated as described in Article 10. If the two relations are both bargaining unit members, the member with the least amount of seniority as defined by Article 27 will be removed from their employment with the University and that removal cannot be grieved through Article 9 or arbitrated as described in Article 10.

ARTICLE 25
HOURS OF WORK AND OVERTIME

Section 1.

A. Regular Work Week. Forty (40) hours of work shall constitute a regular work week for bargaining unit members which shall be scheduled in either five (5) consecutive days of eight (8) consecutive hours per day, followed by two (2) consecutive days off; or four (4) consecutive days of ten (10) consecutive hours per day, followed by three (3) consecutive days off. This paragraph may be amended or supplemented when practical by mutual agreement of the parties in accordance with Article 12, Section 1 (A).

B. Canine. One hour of each work day for Canine handlers will be used for care and training of their assigned canine. Canine handlers shall receive one hour of overtime compensation (i.e., one hour at time and one-half their regular rate of pay) on each of their regular days off, to compensate for the weekly off-duty care and maintenance of the animals in their custody.

Section 2. Overtime. For purposes of this Article "overtime" shall be defined as a work assignment which causes a bargaining unit member to be in pay status more than forty (40) hours in a work week**.** If a bargaining unit member is required by the Division to be in an active pay status more than forty (40) hours in any work week, they will be compensated for such time over forty (40) hours at time and one-half their regular rate of pay.

Section 3. On-Call Status. During the term of this Agreement, no bargaining unit member covered by this Agreement will be required to be in an "on call" or “stand-by" status except as provided for in section 9 of this article.

Section 4. Report Back Pay. When a full-time bargaining unit member is ordered by the Chief of Police or designee to report back to work after termination of their regular work schedule and the member reports, the member shall be credited with a minimum of four (4) hours service; and, when a member is ordered to report for a supervisory staff meeting after termination of their regular work schedule and the member reports, the member shall be credited with a minimum of three (3) hours service. Such time will be paid at one and one-half the bargaining unit member’s regular hourly rate, if it places them in an overtime status. This provision is not applicable to work that is a continuation of or immediately preceding the regular work schedule called by the Chief of Police or designee.

Section 5. Overtime Policy. The Chief of Police, or designee, shall determine the availability of overtime. Good faith efforts will be made to equally distribute overtime opportunities among bargaining unit members who are qualified to perform the work assigned, who customarily perform the work assigned and who are available for assignment. For the purpose of effecting equal distribution of Divisional overtime, the Division shall maintain a system of record keeping of overtime worked by members. The system will require that overtime opportunities be offered to all bargaining unit members and, whenever practicable, will result in the assignment of overtime to the member with the fewest overtime hours during the current fiscal year (July 1 through June 30). The system shall be maintained separately from the system for assignment of special duty. If it is determined that a bargaining unit member has not been given their overtime opportunity, it will be the sole obligation of the University to give preference to such member in future overtime assignments to correct the imbalance of opportunity.

Section 6. Required Overtime.

(A). It is understood by bargaining unit members that they shall make themselves available for required overtime work on orders from the Chief of Police or designee to assist during unexpected situations, which do not allow for pre-scheduling.

To determine which officers will be required to work overtime that is not pre-scheduled, the following procedure will be used:

> For “short notice” mandate situations (48 hours notice or less):
> As soon as the on-duty Lieutenant is made aware of a need for additional staff for the following shift, that Lieutenant will, by seniority, ask the on-duty officers if they are willing to work the next shift. If no on-duty officer volunteers, the regularly scheduled on-duty member who has least recently been mandated for an overtime assignment and who does not have previously approved time off or regular scheduled days off may be required to work the overtime assignment. Regularly scheduled on-duty member means an officer that is in their regularly scheduled shift and not officers working a training day or an overtime shift. The mandated member

may then contact members who have agreed to be placed on a "first call" list for overtime. If none of the "first call" members agree to work the overtime assignment in place of the mandated member, the member may contact any other members and request that they work the overtime assignment. If no other member is willing to work the overtime assignment, the mandated member is required to work the overtime assignment.

If the number of officers needed is greater than the number of regularly scheduled on-duty officers, then the mandate list will be used to determine which non-regularly scheduled on-duty officers will be subject to mandation.

For other mandate situations:
Officers will have the opportunity, by seniority, to volunteer to work the mandated shift. If no officer volunteers, the member who has least recently been mandated for an overtime assignment and who does not have previously approved time off or regular scheduled days off may be required to work the overtime assignment. The mandated member may then contact members who have agreed to be placed on a "first call" list for overtime. If none of the "first call" members agree to work the overtime assignment in place of the mandated member, the member may contact any other members and request that they work the overtime assignment. If no other member is willing to work the overtime assignment, the mandated member is required to work the overtime assignment.

For the purpose of administering the preceding two paragraphs, the order of mandation shall be as follows:

(1) volunteers by seniority

(2) the least recently mandated officer who does not have approved leave or regular day off in the subsequent twenty-four (24) hour period

(3) the least recently mandated officer who has regular day off in the subsequent twenty-four (24) hour period

(4) the least recently mandated officer has approved leave in the subsequent twenty-four (24) hour period

Calculated Divisional overtime, for purposes of this Article, is determined by subtracting court hours and mandated key event hours, as defined in paragraph (C), from the total number of Divisional overtime hours worked. For purposes of determining assignment to required overtime, the Division will maintain a current list of all calculated Divisional overtime hours worked for each officer, and the on-duty Lieutenant will use this list to contact officers for required overtime.

Once an Officer or Lieutenant has been mandated and worked all or part of an overtime assignment or has voluntarily covered two or more hours of a mandated overtime

assignment, that member may not be mandated again unless all other eligible members have been more recently mandated to work an overtime assignment. However, if a mandated member is successful in finding another member to work the entire required overtime assignment in his/her place, the member shall remain subject to mandation for the next required overtime assignment as described in this section.

No member may be mandated to work an overtime assignment if the member will be required to work more than seventeen (17) hours in a twenty-four (24) hour period.

(B). In the event of pre-scheduled overtime, in which an inadequate number of bargaining unit members have volunteered, the University may assign such additional members to meet the number required giving due consideration to the member's regular assigned work week, their assigned voluntary overtime and/or written requests for exception by bargaining unit members. The University will limit overtime assignments to the staffing level it deems reasonable and necessary for each event.

(C). Notwithstanding any conflicting terms of the Special Duty Guidelines referenced in Article 12 of this Agreement, **"**Key Events" are up to 4 events annually that the Chief of Police or designee may require bargaining unit members to work if a sufficient number of officers do not sign up. In years where there is a home college football playoff game, the Chief of Police or designee may require bargaining unit members to work a home college football playoff game as an additional key event not to exceed a total of 5 key events in a given year. The Chief of Police or designee will provide at least 30 days advance notice when a special event is designated as a "Key Event" except in cases where the Chief or designee has less than 30 days notice prior to the event.

Section 7. Overtime Absence. The inability of a bargaining unit member to work an overtime assignment due to illness, death in the family, or injury will not result in the charging of such absence against sick leave, vacation, or compensatory time.

Section 8. Compensatory Time. Compensatory time off at the time and one-half rate will be approved at the member's option as an alternative form of compensation for all departmental overtime but not special duty overtime. If a member requests compensatory time for a special duty assignment the member has worked, the member may receive up to 50% of the hours the member worked on the special duty assignment as compensatory time and all remaining hours will be paid at time and one-half of the member's hourly rate. Compensatory time must be taken at a time agreeable to the Division of Police Division and the bargaining unit member. Approval for compensatory time off shall not be unreasonably withheld but a member must provide to their supervisor at least 48 hours notice of their intent to use compensatory time to allow for overtime scheduling. Requests for compensatory time made with less than 48 hours' notice may be approved at the discretion of the supervisor, but compensatory time off shall not be denied simply because the approval of such time off may require another employee to be scheduled to work in an overtime status. However, a member granted compensatory time off to work a Divisional overtime assignment shall not accumulate additional compensatory time.

Bargaining unit members may accrue not more than 240 hours of compensatory time. Any bargaining unit member who has accrued 240 hours of compensatory time shall, for additional overtime hours of work, be paid overtime compensation. Any bargaining unit member who has accrued 240 hours of compensatory time may be mandated to take time off as compensatory time at the discretion of the Chief of Police or designee. If compensation is paid to a bargaining unit member for accrued compensatory time, such compensation shall be paid at the regular rate earned by the bargaining unit member at the time of such payment. A bargaining unit member who has accrued compensatory time shall, upon separation of employment from the University for voluntary or involuntary reasons, including retirement or death, be paid for the unused compensatory time at a rate of compensation not less than the final regular rate received by the bargaining unit member.

In the event of death, payment shall be made to the next of kin or to the estate of the deceased member.

During pay periods 13 and 26 of each fiscal year, members may elect to request a cash payment for any or all compensatory hours accrued but unused. The payment will be made at the member's rate of pay in effect as of the date of their request for payout and will be paid to the member no later than two pay periods following the pay period in which the request was made.

Section 9. Court Time.

(A) When a bargaining unit member is required to report to court outside their normal work schedule, in association with their duties, they shall be credited with a minimum of four (4) hours service. Such time will be paid at one and one-half the bargaining unit member's regular hourly rate, if it places them in an overtime status.

(B) In the event a bargaining unit member chooses to be on telephone stand-by with the court as directed by the Division's court liaison officer or designee in association with the court, the member shall be credited with one (1) hour of service. Such time will be paid at one and one-half the bargaining unit member's regular hourly rate if it places them in an overtime status.

(C) A member shall not be required to remain on telephone stand-by with the court for more than two (2) hours; if a member receives no communication regarding the court appearance within the two (2) hour period, the member shall be considered released. If the member does receive communication during the two (2) hour period and is directed to remain on telephone stand-by, the member shall be placed on paid status for the full duration of time spent on stand-by.

Section 10. Holidays.

(A). The following legal holidays are recognized by the University and observed as indicated:

New Year's Day…….	January 1st

Martin Luther King Day…….	Third Monday in January
Presidents' Day……...	December 24th
Memorial Day……	Observed the last Monday in May
Juneteenth Day ……..	June 19th
Independence Day……..	July 4th
Labor Day……..	First Monday in September
Columbus Day……	Observed the day after Thanksgiving
Veterans' Day…….	November 11th
Thanksgiving Day……..	Fourth Thursday in November
Christmas Day……	December 25th

(B). In the event a holiday falls on a Saturday or Sunday, it shall be observed on the day specified for other University employees by the Board of Trustees.

(C). When a holiday falls on a bargaining unit member's regular day off, and the member requests compensatory or vacation time off during the same work week, the eight (8) hours of holiday benefit pay due the member will offset eight (8) hours of vacation or compensatory time requested within the same work week that the holiday falls.

Section 11. Supervisor Coverage For Requested Time Off. Should a Lieutenant or Captain who is routinely scheduled to work day watch request time off (vacation, sick, holiday or compensatory time off), their assignment will be covered as determined by the Chief of Police or designee. Should a Lieutenant or Captain who is routinely scheduled to work evening or night watch request time off (vacation, sick, holiday or compensatory time off) with 24 hours or less notice, their assignment will be covered as determined by the Chief of Police or designee.

Should a Lieutenant who is routinely scheduled to work evening or night watch request more than four (4) hours of time off (vacation, sick, holiday or compensatory time off) with more than 24 hours notice, their assignment will be posted. The Lieutenant with the lowest number of non-special duty overtime hours will be contacted to see if they want to work. This list of accumulated non-special duty overtime will be maintained by the Division. This procedure will continue until a Lieutenant accepts to work the overtime hours. In the event that all Lieutenants refuse to accept the overtime hours, a Lieutenant may be mandated to work or the assignment may be covered by Senior Command Staff personnel (Deputy Chief, Chief). A Lieutenant with a mandate credit(s) will not be mandated to work if he/she has the lowest number of non-special duty overtime hours when compared to another available Lieutenant without a mandate credit(s). The accumulated non-special duty overtime hours and mandate credits for Lieutenant will be maintained by the Division.

Section 12. Special Duty for Supervisors. Special duty will be offered to sworn members of the Division in the order of Officer, Lieutenant, Captain. For an event in which Officers are required, Lieutenants may work in the place of Officers if no Officers wish to work the event and Captains may work in place of officers if no Lieutenants and Officers wish to work the event. For an event in which "supervisors" are required, Captains may work in the place of Lieutenants if no Lieutenants wish to work the event.

The Event Commander is the highest ranking supervisor assigned to the event. If there are no command personnel assigned to the event, the Police Watch Commander will be the Event Commander.

If an event calls for five Officers, which could include a combination of personnel (i.e. OSU Police officers, Student Safety Service personnel, Transportation and Parking officers, Columbus Police Officers), a supervisor will be added to the assignment. The City of Columbus Police contingent, or any other police agency's police contingency of officer(s) shall count as one officer.

Upon determining the need for a second supervisor at a special duty event, and it is realized that a supervisory mandate will take place, the affected supervisor will be notified as soon as possible.

If no Lieutenants sign up for an event that requires a supervisor, and a Captain does not wish to work the event, then the Lieutenants with the lowest number of special duty hours will be assigned to work the event. Once a Lieutenant is mandated for an event, he/she shall receive a "mandate credit." For future draft situations, a Lieutenant with a mandate credit(s) will not be mandated for an event if he/she has lower special duty hours when compared to another available Lieutenant without a mandate credit(s). The accumulated special duty hours and mandate credits for Lieutenant will be maintained by the Division.

If an event requires one or more Captains and an insufficient number of Captains sign up, Captain(s) may be mandated to work the event.

Notwithstanding the foregoing, for the "mandate credit" system for special duty events, consideration will be given for Lieutenants scheduled to work a shift that does not abut the special duty event. For instance, when a special duty event will end after 1:00 and the Lieutenant is scheduled to work day shift the following day, a different Lieutenant may be mandated. The "Seventeen (17) Hour Rule" will also be taken into consideration and consideration will be given to Lieutenants having previously approved leave time on the day before or the day after the event.

Section 13. Special Duty Limit. Bargaining unit members shall work no more than 900 special duty assignment hours each fiscal year. A member who has reached the 900 hour maximum will not be permitted to work a special duty assignment until a new fiscal year begins.

ARTICLE 26
MISCELLANEOUS ECONOMIC

Section 1. Weather-related Closing. All members are considered "essential employees" (as defined in the Weather or Other Short-Term Closing Policy 6.15), and such members are required to report for their scheduled duty hours even when inclement weather requires the closing of the University. (For purposes of this Section 1, "the University" does not include the regional campuses). However, in the event that inclement weather leading to the closure

of the University prevents a member from reporting for scheduled duty hours, the member may, after utilizing standard call-in and leave procedures, elect to be compensated for those duty hours from the member's accrued vacation or compensatory time banks (or from the member's sick leave bank, if, under the circumstances, the member is eligible to use sick leave for that period). Members who work on days that inclement weather requires the closing of the University shall receive their regular pay plus compensatory time off, on an hour-for-hour basis, for each hour worked during the time of the closing of the University. Nothing set forth above is intended to deny or abridge the University's right to determine if and when weather requires the closing of the University or parts thereof.

Section 2. Educational Benefits. The University will provide for bargaining unit members the University Fee Authorization Program as currently in effect and as may be determined during the term of this Agreement.

Section 3. Field Training Officer. Any bargaining unit member who serves as a field training officer (training a probationary member) shall be credited with one (1) additional hour of service for every eight (8) hours of training spent with the trainee. This additional hour of service shall be paid at one and one-half times the member's regular hourly rate and may not be converted to compensatory time.

In addition to the supplement provided above any bargaining unit member serving as a Field Training Officer who utilizes two (2) days or less of paid or unpaid time off during a training phase will receive a bonus of $250 per training phase.

Section 4. Educational Incentive. During the term of this agreement, bargaining unit members will be entitled to a one-time educational incentive based on the table below for any qualifying degrees obtained during the life of this contract.

Associate Degree or 2 Years of College Credit Hours	$250.00
Bachelor's Degree	$750.00
Master's Degree	$1000.00
Ph.D./Juris Doctorate	$1,250.00

Before payment can be made, a member must provide documentation which satisfies the Chief of Police that the member received a degree from an institution of higher learning accredited by an agency approved by the U.S Department of Education. Payment will be made ninety (90) days following the submission of documentation which verifies receipt of the degree provided the member is still in an active pay status.

Section 5. Retirement Badge. Members who honorably retire from active duty shall receive a badge signifying their retired status. Members who retire, are reinstated and retire a second time, shall not be eligible to receive a second badge.

Members who are marked off for a stress-related or psychological condition at the time of their retirement shall not receive their service badge, unless the member provides the University with a statement within ninety (90) days of their retirement from a licensed psychiatrist or psychologist that the member is competent to receive the badge.

In the event that a member retires in a dishonorable status due to a pending internal investigation, the member's badge will not be released. However, at the conclusion of the investigation, the Chief of Police will make a final determination as to whether the badge will continue to be withheld.

ARTICLE 27
SENIORITY

APPLICABLE TO OFFICERS

Section 1. An Officer's seniority shall be based upon the amount of time an officer serves as a ULEO, except for the reasons specified in Section 2.

Section 2. An Officer's seniority shall terminate if the Officer:

a. Quits or resigns for period of more than 12 months;
b. Is discharged for cause; or
c. Fails to report to work as scheduled after leave of absence or recall from layoff.

Section 3. Officers who resign their position as a ULEO but remain University employees may return to a ULEO position and assume their accrued ULEO seniority. Time spent as University employees outside of the position of Officer shall not count toward accrued seniority. Officers who received seniority credit for work outside the unit prior to this agreement will continue to maintain their recognized service.

APPLICABLE TO LIEUTENANTS AND CAPTAINS

Section 4. Except as limited by Sections 5 and 6 of this Article, Lieutenants' and Captains' seniority shall be based upon the amount of time a Lieutenant or Captain has served in their current rank. Should two members in the rank of Captain have the same seniority in that rank, total length of continuous service in the Division of Police will serve as the tie-breaker. Should two members in the rank of Lieutenant have the same seniority in that rank, total length of continuous service as a law enforcement officer for the University (ULEO and ULEO Supervisor) will serve as the tie-breaker.

Section 5. A ULEO supervisor's seniority shall terminate if the ULEO supervisor:

a. Quits or resigns for period of more than 12 months;
b. Is discharged for cause; or
c. Fails to report to work as scheduled after leave of absence or recall from layoff.

Section 6. A Captain who resigns the rank of Captain who, with the concurrence of the Chief of Police and Director of Public Safety remains employed within the ULEO Supervisor bargaining unit as a Lieutenant, will be credited with all time served in the rank of Captain for purposes of calculating seniority within the rank of Lieutenant. A Lieutenant or Captain who, resigns from the position of Lieutenant or Captain and with the concurrence of the Chief of Police and Director of Public Safety, returns to the position of University Law Enforcement Officer, will assume their accrued ULEO seniority upon return to the Officer position.

ARTICLE 28
PROMOTIONS

Section 1. Whenever the University decides to fill a vacancy in the rank of Lieutenant; such vacancy shall be filled by selection of the most qualified bargaining unit member in the rank of ULEO with at least three years seniority in the rank as defined by Article 27.

Section 2. Whenever the University decides to fill a vacancy in the rank of Captain; such vacancy shall be filled by selection of the most qualified bargaining unit member in the rank of Lieutenant.

Section 3. If less than three Lieutenants apply to fill a vacancy in the rank of Captain; the University may permit bargaining unit members in the rank of ULEO with at least three years seniority, in that rank as defined by Article 27, to apply to fill that vacancy.

Section 4. If no member who applies to fill a promotional vacancy in the rank of Lieutenant or Captain is qualified for promotion to the rank, the Director of Public Safety and the Chief of Police may select an external candidate who is qualified to fill the vacancy.

Section 5. The term "qualified" as used in this Article may include the candidate's experience, skill, ability, training, dependability, education, and employment history.

ARTICLE 29
DURATION

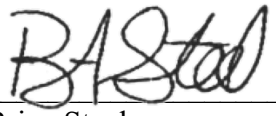
Section 1. Duration. This Agreement shall be effective July 1, 2025 and shall continue in full force and effect until and including June 30, 2028.

Section 2. Negotiation Procedure. Not more than one-hundred twenty (120) nor less than sixty (60) days prior to the termination of this Agreement, the parties shall meet for the purpose of discussing the terms and conditions of a successor Agreement. Should the parties fail to reach an Agreement fifteen (15) days prior to the termination date, they shall jointly request the Federal Mediation and Conciliation Service or the State Employment Relations Board to assist them in reaching a settlement.

Section 3. Strike Notice. In the event the parties have not reached a new Agreement by the termination date, the Lodge and its members shall have the right to strike in accordance with the provisions of Chapter 4117 of the Revised Code, provided that FOP shall give ten (10) days prior written notice of any intent to strike to the University and the State Employment Relations Board.

Section 4. Impasse Resolution. The provisions of Sections 2 and 3 of this Article constitute the sole and exclusive means for resolution of any negotiation impasse between the parties, and shall supplant any provisions of Chapter 4117.14 of the Revised Code which might otherwise apply.

For the Fraternal Order of Police:



8/11/2025

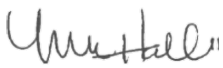
Brian Steel Date
Lodge President
Capital City Lodge No. 9
Fraternal Order of Police

Bargaining Team:

Jason Becker
Cassie Martin
Jonnathan Sanchez Garcia
Matthew Catron
Tom Schneider, FOP Executive Board

Cathrine J. Harshman, Attorney for FOP

For The Ohio State University:



8/12/2025

Mary K. Hall Date
Senior Vice President for Talent, Culture and Human Resources
Office of Human Resources
The Ohio State University

Bargaining Team:

David A. Simpson, Chief Spokesperson
Monica M. Moll
Dennis Jeffrey
Eric D. Whiteside
Erika Pearsol-Christie
Todd Hunter
Thomas Ramey
Darius Smith

MEMORANDUM OF AGREEMENT
Between
The Ohio State University
And
Fraternal Order of Police, Capital City Lodge No. 9
Regarding Body Worn Cameras

The parties to this Memorandum of Agreement (MOA), The Ohio State University ("University") and the Fraternal Order of Police, Capital City Lodge No. 9 ("FOP") recognize the need to establish certain terms and conditions of employment regarding the use of body worn cameras ("BWC") by bargaining unit members of the FOP. This MOA, therefore, sets forth terms and conditions that have been negotiated in good faith by the parties. This MOA is hereby incorporated by reference in the parties' collective bargaining agreement ("Contract"), and it will remain in force until June 30, 2028 at which time it will expire unless the parties mutually agree to an extension. This MOA may only be amended by written agreement of the parties.

1.) This MOA is not intended to supplant, but only to supplement, University policy. It is acknowledged, therefore, that this MOA will supersede University policy only to the extent that the MOA may be in conflict with such policy.

2.) It is recognized that the use of BWC and BWC recordings are subject to the provisions of the Contract; and, as such, any investigation of alleged member misconduct that a) is related to a member's use (or failure to use) a BWC, or b) utilizes BWC recordings, is subject to the provisions of Articles 13 and 14 of the Contract.

3. Any investigation of alleged member misconduct that is based upon random supervisory review of BWC recordings shall be subject to the following provisions:

a.) Investigations involving allegations of misconduct that are criminal on their face (or that could reasonably lead to criminal prosecution) may be conducted and discipline imposed in accordance with the Contract;

b.) Investigations involving allegations of non-criminal conduct that is the same or similar to conduct for which the University would expect to render discipline of a suspension from duty, demotion or termination may be conducted and discipline imposed in accordance with the Contract; and,

c.) Investigations involving allegations of misconduct that is the same or similar to conduct for which the University would not expect to render discipline of a suspension from duty, demotion or termination, may result in a member receiving progressive corrective action, which may include informal counseling, or discipline in the form of oral reprimands, and written reprimands; provided that no discipline may be imposed if the alleged misconduct occurred more than 15 days prior to the supervisory review.

4. In any administrative investigations or proceedings from which member discipline may result, and in which BWC recordings are or reasonably may be used as evidence, members (and/or their FOP representative) shall be given access to and a reasonable opportunity to review all such recordings prior to any questioning.

5. A member shall be notified in writing of any public records request for BWC recordings from the member's BWC. A member so notified may request a copy of the requested recording, which shall be furnished at no cost to the member and/or their FOP representative.

6. The University will meet and negotiate with the FOP prior to the presentation of a new BWC policy to the Board of Trustees.

MEMORANDUM OF AGREEMENT
Between
The Ohio State University
And
Fraternal Order of Police, Capital City Lodge No. 9

The parties to this Memorandum of Agreement (MOA), The Ohio State University ("University") and the Fraternal Order of Police, Capital City Lodge No. 9 ("FOP") recognize the need to establish and maintain a wage scale for bargaining unit members that is based upon and reasonably reflects wages provided within the local market for full-time law enforcement officers. In order to ensure that bargaining unit wages align with local market rates, the parties agree that negotiations for wage increases provided for in the successor collective bargaining agreement to the current agreement shall be informed by a pilot "market wage adjustment formula."

- The aforesaid market adjustment formula will be as follows: if the top-step wage for University Law Enforcement Officers (ULEOs) on June 30, 2025, is less than 1.01 times the average annual wage for the top-step law enforcement officers employed by the "market group" selected from the seventeen (17) agencies listed on the attached Exhibit A. The "market group" of agencies selected for determining the average annual wage applicable herein shall be those agencies that have a negotiated annual wage for top-step officers, in effect on June 30, 2025. (Note: Any agency that has not yet negotiated and agreed upon a wage rate that is applicable to their top-step officers on June 30, 2025, will be excluded from the "market group".)

- If a market adjustment is supported by this measure, and both parties agree to the market adjustment during the 2025 negotiations, then effective July 1, 2025, all bargaining unit wages for ULEOs will be increased in an amount equivalent to the percentage increase that is necessary to ensure that the top-step ULEO annual wage will be equivalent to 1.01 times the calculated average annual top-step wage for the law enforcement agencies selected for the "market group".

- This MOA sets forth terms and conditions that have been negotiated in good faith by the parties, and it is hereby incorporated by reference in the parties' 2022-2025 collective bargaining agreement. This MOA shall be applicable only to the wage negotiations for the 2025 successor agreement, unless the parties mutually agree to extend its terms to future collective bargaining agreements and/or negotiations. This MOA may only be amended by written agreement of the parties.

EXHIBIT A

Bexley
Columbus
Columbus Regional Airport Authority
Dublin
Franklin County Sheriff's Office
Gahanna
Grandview
Grove City
Groveport
Hilliard
New Albany
Pickerington
Reynoldsburg
Upper Arlington
Westerville
Whitehall
Worthington

MEMORANDUM OF AGREEMENT
Between
The Ohio State University
And
Fraternal Order of Police, Capital City Lodge No. 9

The parties to this Memorandum of Agreement (MOA), The Ohio State University ("University") and the Fraternal Order of Police, Capital City Lodge No. 9 ("FOP") agree to supplement and clarify their established contractual negotiation procedure, as follows:

- In accordance with the negotiation procedure established in Section 29.2 of the parties' collective bargaining agreement, the parties shall jointly request the Federal Mediation and Conciliation Service (FMCS) or the State Employment Relations Board (SERB) to assist them in reaching a settlement. The parties shall effectuate this provision by requesting either FMCS or SERB to provide them with a panel of five (5) mediators/conciliators who have experience in interest arbitration. The parties will then alternately strike from the panel to select a mediator to assist them in their negotiations. The mediator will be appointed at the earliest practicable bargaining session, but in no event later than May 1, 2028.

- The mediator selected by the parties shall engage the parties in mediation of the issues remaining in dispute. If the parties are unable to reach a tentative agreement after an initial mediation session, another mediation session will be scheduled so that the parties may present evidence and arguments in support of their respective positions on any remaining unresolved issues. Within ten (10) days following the presentation of such evidence and arguments, the mediator will issue a non-binding report, making recommendations for resolution of each unresolved issue. In the report, the mediator may recommend adopting either of the parties' proposals on an issue, or the mediator may recommend a different resolution of the issue in dispute.

- Following issuance of the report to the parties, both parties shall decide through its own internal process, but no later than fourteen (14) days following issuance of the report, whether to accept or reject the mediator's entire report and recommendations. If a party does not reject the report within this fourteen (14) day period, it will be deemed agreed upon by that party as the final resolution of the issues submitted to the mediator; and, if both parties have agreed to accept the mediator's recommendations (or are deemed to have agreed upon them in accordance with this paragraph), a collective bargaining agreement shall be executed between the parties that includes the mediator's recommendations.

- Notwithstanding the foregoing, the parties, by mutual agreement, may modify the recommendations of the mediator in a way that is mutually acceptable to them. The cost of the mediator, if any, shall be borne equally by the parties.

- This MOA, unless renewed by the parties, will expire upon execution of a successor to the collective bargaining agreement that ends on June 30, 2028.

- This MOA sets forth terms and conditions that have been negotiated in good faith by the parties, and it is hereby incorporated by reference in the parties' 2025-2028 collective bargaining agreement. This MOA may only be amended by written agreement of the parties.

MEMORANDUM OF AGREEMENT
Between
The Ohio State University
And
Fraternal Order of Police, Capital City Lodge No. 9

The parties to this Memorandum of Agreement (MOA), The Ohio State University ("University") and the Fraternal Order of Police, Capital City Lodge No. 9 ("FOP") recognize the need to address the potential the effects of the Department of Education Title IX regulations on the Internal Affairs ("IA") investigation process.

1.) The parties agree in the event a member of the FOP bargaining unit is a respondent to a formal complaint under the Department of Education Title IX regulations as outlined in the University's Non-Discrimination, Harassment, and Sexual Misconduct Policy (administered by the Civil Rights Compliance Office ("CRCO") the parties will meet and confer to ensure the CRCO investigation and any related IA Investigation comply with the current Collective Bargaining Agreement ("CBA") and federal regulations.

2). This agreement will remain in full force until the expiration of the current CBA (June 30, 2028) or until new regulations are promulgated by the Department of Education. In the event of new regulations, the parties agree they will meet and confer to explore whether any modifications to this agreement are necessary.

MEMORANDUM OF UNDERSTANDING
with the FRATERNAL ORDER OF POLICE, CAPITAL CITY LODGE NO. 9
to become a SIGNATORY EMPLOYER for the Lodge's
VOLUNTARY DEATH BENEFIT CONTRIBUTION PROGRAM

The Ohio State University ("OSU or Employer") and the Fraternal Order of Police, Capital City Lodge No. 9 ("Lodge"), enter this Memorandum of Understanding (MOU) to facilitate the collection of contributions from participating members in the Lodge's Voluntary Death Benefit Contribution Program. This MOU is based upon the following representations by the Lodge:

I. PURPOSE and GENERAL PROGRAM TERMS AND CONDITIONS

A. The Lodge, in furtherance of its purpose as a fraternal organization, has established a Voluntary Death Benefit Contribution Program ("Program"), whereby members of the Lodge, who are employed by law enforcement agencies within the jurisdiction of the Lodge, will make contributions to the Lodge by automatic payroll deduction, so that such contributions can be paid directly to the estate or designated beneficiary of any participating member who dies during active employment as a full-time law enforcement officer.

B. In order to be eligible to receive the death benefit from the Program, members must submit a written "election" form to the Lodge in order to be considered a "participating member". The Lodge may establish the method by which, and place limitations upon the time period(s) within which, members may submit such written election forms.

C. Once a member has elected to be a participating member in the Program, such election shall continue until the member is no longer actively employed as a full-time law enforcement officer or is no longer a member of the Lodge, whichever occurs sooner; however, a member also may withdraw from participation in the Program at any time by providing written notice of such withdrawal to the Lodge.

D. A participating member's estate or designated beneficiary will receive the death benefit provided by the Program if, at the time of the member's death: (1) the participating member is still actively employed as a full-time law enforcement officer; (2) the participating member is a member in good standing of the Lodge; (3) the member's employer has entered an agreement with the Lodge to become a "Signatory Employer" and deduct contributions from the pay of participating members in accordance with the terms of the Program.

II. DEDUCTION AND TRANSMITTAL OF CONTRIBUTIONS

A. Upon the death of a participating member, the Lodge will notify OSU to deduct a contribution of fifty dollars ($50) from each participating member's next regular pay that includes regular dues deduction. OSU shall make every effort to process

this payment within the time frame outlined herein. This fifty dollar ($50) contribution will be in addition to the participating member's regular Lodge membership dues. The Lodge will maintain the list, and be responsible for notifying Signatory Employers of the names, of participating members.

B. A Signatory Employer agrees to deduct the aforesaid contributions from the regular pay of participating members, and will pay all sums collected through such payroll deduction to the Lodge in the same manner that it pays regular Lodge membership dues to the Lodge.

C. No more than $50 will be deducted from the pay of participating members within the same pay period for the Voluntary Death Benefit Contribution Program. Therefore, in the case of multiple deaths, contributions will be deducted and benefits will be paid in order of the participating members' date and time of death.

D. A Signatory Employer shall have no obligation or authority to make any deductions from the pay of any participating member unless it has received written notice from the Lodge instructing that such a deduction be made in accordance with this MOU and the Program.

WHEREFORE, based upon the foregoing representations, which are incorporated herein and mutually acknowledged by the parties, and in recognition the value and purposes of the Program:

1. The Employer agrees to become a Signatory Employer and to deduct contributions from the regular payroll of participating members whenever the Employer receives notice from the Lodge that such a deduction is appropriate under the terms of the Program.
2. The Lodge is solely responsible for maintaining the list of participating members in the Program, and the Lodge is solely responsible for notifying the Employer that a contribution should be deducted from payroll.
3. The Signatory Employer shall make such deductions from the next regular payroll for participating members from which Lodge dues will also be deducted; and, once the Employer transmits such deductions to the Lodge in accordance with this agreement, the Lodge shall be solely responsible for dispersing funds under the Program.
4. The contributions deducted from payroll shall be transmitted to the Lodge in the same manner and at the same time as regular Lodge membership dues.
5. Either party may terminate this agreement with 60 days' notice to the other.
6. The Lodge shall indemnify the Employer against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer for the purpose of complying with the provisions of this Memorandum of Understanding.