

AGREEMENT

between

THE OHIO STATE UNIVERSITY



THE OHIO STATE UNIVERSITY

COLUMBUS, OHIO

&

FRATERNAL ORDER OF POLICE

Ohio Labor Council, Inc.



Case Number: 2020-MED-05-0589

Covering Full-Time Alarm and Video Monitoring Officers

September 1, 2020 through August 31, 2023

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ARTICLE 1

CONTRACT

Section 1.1 Contract. This Contract is made and entered into by and between The Ohio State University; also referred to as "University", and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as the "F.O.P. / O.L.C.", or "the Union".

Section 1.2 Purpose. This Contract is made for the purpose of setting forth the understandings between the parties governing the wages, hours, terms and conditions of employment for those Employees included in the bargaining unit identified herein.

Section 1.3 Savings Clause. Should any part of this Contract be held invalid by operation of law or by final order issued by any tribunal of competent jurisdiction, or should compliance with or enforcement of any part of this Contract be restrained by any such tribunal pending a final determination as to its validity, such invalidation or temporary restraint shall not invalidate or affect the remaining portions hereof or the application of such portions to persons or circumstances other than those to whom or to which it has been held invalid or has been restrained. Upon written request by either party, the parties to this Contract shall meet within thirty (30) calendar days of receipt of the written request, in an attempt to modify any invalidated provisions by good faith negotiations.

Section 1.4 Conflicting Contracts. The University, the Union, and bargaining unit members agree that none of their representatives shall make or ask a member to make any written or verbal Contract which would conflict with this Contract.

Section 1.5 Contract Amendments. Unless otherwise specified in this Contract, no changes in this Contract shall be negotiated during its duration unless there is written accord to do so by and between the parties. Any negotiated changes, to be effective and incorporated in this Contract, must be in writing and signed by the parties.

Section 1.6 Applicability. This Contract, when executed, shall supersede and replace all applicable state and local laws which it has authority to supersede and replace including, but not limited to Chapter 124 of the Ohio Revised Code and attendant Department of Administrative Services' rules. Where this Contract is silent, the provisions of applicable law and the policies and procedures of the Department of Public Safety and the University shall prevail.

Section 1.7 Definitions. For purposes of this Agreement, the University and the Union have agreed to the following definitions:

- A. "Calendar days" means all days, regardless of work schedule, to include weekends and holidays.
- B. Unless specified otherwise, any reference to "working days" means days on which the University's Office of Human Resources is open for normal business operations. Any reference to "days" in this Agreement that does not specify otherwise is intended to mean working days.

ARTICLE 2 RECOGNITION

Section 2.1 Recognition. The University recognizes the Union as the sole and exclusive representative for all Employees in the Bargaining Unit described herein.

Section 2.2 Bargaining Unit. The Parties agree the bargaining unit consists of:

Included: All full-time regular employees in the classification of Alarm and Video Monitoring Officer employed by the University.

Excluded: All other University Employees including all part-time and temporary Employees in the classification of Alarm and Video Monitoring Officer.

ARTICLE 3 UNION BUSINESS

Section 3.1 Dues Deduction. The University agrees to deduct Union membership dues from members in an active pay status upon receipt of individually signed authorization form(s) which shall be provided by the Union, in the amount certified by the Union to the University. The first such deduction will be made as soon as practicable thereafter but in no event later than thirty (30) calendar days following receipt by the University of the dues deduction authorization. One half (½) of the monthly dues shall be deducted from the first two pay periods of each month.

Once each calendar month, a payment in the aggregate amount of the deductions made for that calendar month, together with a listing of the Union members for whom deductions were made, shall be furnished to the Director of the Union at 222 East Town Street, Columbus, Ohio 43215.

The Employer shall notify the FOP/OLC of any new hires within the bargaining unit. Such notification will be in writing (or electronically) to the FOP/OLC no more than sixty (60) days of their hire date. Notice of same may be made to the FOP/OLC office and/or through the FOP/OLC staff representative.

The Employer will provide the FOP/OLC a roster of all bargaining unit employees in accordance with Section 13.3 herein.

Should the Employer receive a notice from a bargaining unit member wishing to cease dues deduction and withdraw from FOP/OLC membership, the Employer shall notify the FOP/OLC in writing (or electronically) within 14 days of this request; notice of same may be made to the FOP/OLC office and/or through the FOP/OLC staff representative.

Section 3.2 Indemnification. The University assumes no obligation, financial or otherwise, arising out of these provisions regarding the deduction of membership dues, fees or assessments, except failure to forward deducted dues and fees. The Labor Council hereby agrees that it will indemnify and hold the University harmless from any claims, actions or proceedings by any

Employee arising from deductions made by the University pursuant to these provisions. Once the funds are remitted to the Director of the Union their dispositions thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 3.3 Bulletin Boards. The University agrees to provide bulletin board space at or near the Alarm and Video Monitoring Officer's work stations. Such space may be shared with other unions. Union bulletins and Union material will be permitted to be posted on this bulletin board space. Non-Bargaining Unit members shall not be permitted to remove, add to or alter the material posted on this designated space unless said material contains obscene or offensive material as determined by the University.

Section 3.4 Meeting Locations. The Union shall be permitted, upon prior notification to the University, to hold meetings, for the Bargaining Unit membership, at the Department of Public Safety. The notification required under this Section shall be in writing (hard copy or e-mail), shall be delivered to the University, or designee, at least forty-eight (48) hours prior to the time of the meeting, and shall state the date, time, and requested location of the meeting.

Section 3.5 Bargaining Unit Representatives. Representatives of the Union shall be permitted to transact official Union business at work sites at all reasonable times, provided that this shall not interfere with or interrupt normal operations. No Bargaining Unit member shall leave a work station without prior approval of the Communications and Security Technology Division Director (or designee). No outside representative of the Union shall be permitted in any restricted area without prior approval of the Communications and Security Technology Division Director (or designee).

The Bargaining Unit is authorized to select one (1) Bargaining Unit representative and one (1) alternate to conduct Bargaining Unit business. The Bargaining Unit representative, upon giving reasonable notice, and upon receiving authorization from the Communications and Security Technology Division Director (or designee) shall be allowed reasonable time off during regular working hours to investigate a grievance, consult with the University in addressing labor/management issues, process a grievance, or assist in the settlement of a dispute. Permission to perform these functions shall not be unreasonably denied; however, it is understood that staffing, availability of coverage and overtime are reasonable considerations.

Section 3.6 Negotiating Committee. The University agrees to allow no more than one (1) Employee from the Bargaining Unit to serve on the Union's Negotiations Committee. The Union will notify the Department of the name and normal shift of the committee member prior to the first scheduled negotiations date. One Bargaining Unit member shall be released from the member's assigned shift to serve on the Committee in a full pay status during negotiations or any modification of this Contract, if the member's duty hours do not coincide with the meeting hours.

Upon approval from the Communications and Security Technology Division Director (or designee), the Union's Negotiation Committee member will be allowed reasonable time off duty, on pay status, to attend work sessions of the Negotiations Committee during the course of

negotiations but no more than one (1) member will be paid at any one time period. Hours that are spent outside regular duty hours for work sessions and negotiations will not be compensated.

Section 3.7 Agreement Content Distribution and Cost Sharing. The University agrees to post this agreement on the Office of Human Resources web site. The Union agrees to provide and distribute printed copies of this agreement to its members. Each party to this agreement shall pay the printing costs for the number of copies of the agreement the party receives.

ARTICLE 4 MANAGEMENT RIGHTS

Section 4.1 Management Rights. To assure that the University continues to perform its legal duties to the public as required and limited by the Ohio and United States Constitution, the Ohio revised code and Federal statutes and to maintain efficient and responsive protection for the faculty, staff, students and visitors, the University retains the right to determine office policies, procedures, and to manage the affairs of the University in all respects as provided for in chapter 4117 of the Ohio revised code, including, but not limited to the following:

- A. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, reassign, evaluate, layoff, and recall or to reprimand, suspend, discharge, or discipline for just cause and to maintain order among employees.
- B. To promulgate and enforce employment rules and regulations and to otherwise exercise the prerogatives of management.
- C. To manage and determine the location, type and number of physical facilities, equipment, programs, and the work to be performed;
- D. 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 Director of Communications and Security Technology Division and/or designee consistent with applicable provisions of the Ohio revised code, Ohio administrative code, manufacture operating manual, and divisional manual, and other written departmental directives.
- E. To determine the University's goals, objectives, programs and services;
- F. To determine the size, composition, and duties of the work force, the number of shifts required, to establish work schedules, to establish hours of work, to establish, modify, consolidate, or abolish jobs (or classifications); and to determine staffing patterns, including, but not limited to the assignments of employees, duties to be performed, qualifications required, and areas worked;
- G. To relieve employees from duty due to the lack of work, lack of funds, or for other legitimate reasons which improve the economy or efficiency of the University;

- H. To determine when a job vacancy exists, the standards of quality and performance to be maintained;
- I. To determine the necessity to schedule overtime and the amount required thereof;
- J. To maintain the security of records and other pertinent information;
- K. To determine the overall budget;
- L. To maintain and improve the efficiency and effectiveness of the University's operation; and
- M. To determine and implement necessary actions in emergency situations.
- N. The university retains the right to train bargaining unit members as needed to fulfill the purpose or mission of the department.

The Union recognizes and accepts that all rights and responsibilities of the University not expressly restricted or modified herein and as permitted by law shall remain the function of the University.

ARTICLE 5 NONDISCRIMINATION

Section 5.1 Joint Pledge. The provisions of this Contract shall be applied equally to all employees in the bargaining Unit without regard to age, color, disability, gender identity or expression, national origin, race, religion, sex, sexual orientation or military status.

Section 5.2 University Pledge. The University agrees to not interfere with the right of the Employees to become members of the Union. There shall be no disparate treatment, interference, restraint or coercion by the University or any representative of the University against any Employee because of Union membership or because of any lawful Employee activity in an official capacity on behalf of the Union.

Section 5.3 Union Pledge. The Union, within the terms of its constitution and bylaws, to the extent said terms are legal and in compliance with state and federal law, agrees to not interfere with the desires of any Employee of the bargaining unit to become and remain a member of the Union. The Union agrees to fairly represent all Employees of the bargaining unit subject to the provisions and procedures set forth in Sections 4117.11(B) and 4117.12 of the Revised Code.

Section 5.4 Gender Reference. All reference to individuals in the Contract designates both sexes, and whenever either gender is used, it shall be construed to include male and female Employees.

ARTICLE 6

LABOR/MANAGEMENT MEETINGS

Section 6.1 Meetings. In the interest of sound labor/management relations, upon request of either party, at a mutually agreeable date and time, representatives of the University shall meet with not more than one (1) Union Employee representative and one (1) non-Employee Union representative to discuss pending issues and/or problems and to promote a more harmonious labor/management relationship. Not more than one (1) Union Employee representative will attend Labor Management meetings in paid status. Upon either party's request these meetings will be held at least quarterly at mutually agreeable times, but may be held more often by mutual agreement of the parties.

Proposed agenda will be exchanged by the parties at least five (5) working days in advance of the scheduled meeting with a list of matters to be taken up in the meeting and the names of those representatives from each side who will be attending. All matters on an agreed agenda shall be discussed. The purpose of such meeting shall be to:

- A. Discuss the administration of this Contract;
- B. Discuss grievances which have been processed beyond the final in house Step of the Grievance Procedure, when such discussions are mutually agreed to by the parties;
- C. Disseminate general information of interest to the parties, or discuss potential grievances when agreed to by both parties.
- D. Consider and discuss health and safety matters relating to Employees in the Bargaining Unit; and
- E. Discuss ways to increase productivity and improve efficiency.
- F. Discuss any other items the parties mutually agree to discuss.

ARTICLE 7

SAFE EQUIPMENT

Section 7.1 Safe Equipment. The University will furnish and will maintain in good working condition, within the limits of the Department of Public Safety's financial capabilities, the necessary tools, facilities, supplies and equipment required to provide for the personal safety of Bargaining Unit members in carrying out their duties. Employees in the Bargaining Unit are responsible for reporting unsafe conditions or practices, for avoiding negligence, and for properly using and caring for tools, facilities, supplies, and equipment provided by the University. Bargaining Unit members will advise the Director of Communications and Security Technology Division of unsafe equipment and working conditions, and the University, within the limits of the Department of Public Safety's financial capabilities and as it deems necessary, will take corrective measures. The Department of Public Safety equipment problems will be reported

via the Department's tracking system. Non-Department of Public Safety equipment problems will be documented and reported to the appropriate department.

ARTICLE 8 WORK RULES

Section 8.1 Work Rules. Copies of all work rules as well as policies and procedures and all updates, changes, modifications and deletions to either shall be made available to all Bargaining Unit members in either hard copy and/or electronically so that all members have access to the most current work rules and policies and procedures.

Employees in the Bargaining Unit are required to adhere to the policies and procedures of the divisions within the Department of Public Safety, the Department of Public Safety and the University.

ARTICLE 9 GRIEVANCE PROCEDURE

Section 9.1 Definition. Except as provided in section 9.2, a grievance is any unresolved question or dispute regarding the wages, hours, terms, or conditions of employment of Bargaining Unit members, including but not limited to, unresolved questions or disputes concerning the interpretation and application of Department rules, regulations, policies or this contract.

Any allegation by an Employee in the Bargaining Unit that a policy or procedure is in violation of this Contract, or has not been applied or interpreted uniformly to all Employees, shall be a proper subject for a grievance.

Disciplinary actions of oral (with written documentation) or written reprimand, taken by the University against any bargaining unit member, may be appealed to Steps 1, 2 and 3 of the grievance procedure, but shall not be appealed to Step 4 (arbitration).

In cases of oral (with written documentation) or written reprimands, if a Bargaining Unit member disagrees, the Bargaining Unit member may write a memorandum to the manager of human resources at public safety explaining the Bargaining Unit member's position and the reason for disagreement with the oral or written reprimand. Such memorandum will be placed in the Bargaining unit member's personnel file.

Section 9.2 Jurisdiction. If administrative relief of a judicial or quasi-judicial nature is provided for by the laws of the State of Ohio, or of the United States, for review or redress of specific matters (such as civil rights, etc.) such matters may also be subject to the grievance procedure when specific contract language is implicated. Nothing in the CBA is intended to restrict or limit a member's right to pursue a claim with the OCRC and/or EEOC. Otherwise, the Grievance

Procedure, as set forth in this Article, shall be the exclusive remedy for Bargaining Unit members.

Section 9.3 Qualifications. All grievances must proceed through the Grievance Procedure described in Section 9.5 of this Contract, and be presented at the proper step and time in progression in order to be considered at subsequent steps. The proper step to initiate the grievance is Step 1 except when the grievance involves discipline. In that instance, the grievance may be initiated at the step above the person who issued the discipline. (For example: if the discipline was given by the Director of Communications and Security Technology Division the grievance may be initiated with the Human Resources Manager for Public Safety.)

A grievance shall be considered withdrawn at any point where a Bargaining Unit member submits a written statement to that effect, or where time requirements at any step have lapsed, without further appeal by the Bargaining Unit member.

Any grievance not answered by the University within the stipulated time limits, unless the time limits have been extended, may be advanced by the Bargaining Unit member to the next Step in the Grievance Procedure.

A grievance may be brought by an aggrieved Bargaining Unit member covered by this Contract. Where more than one (1) Bargaining Unit member desires to file a grievance involving an incident affecting several Bargaining Unit members in the same or similar manner, one (1) Bargaining Unit member shall be selected by the bargaining unit to process the grievance. Each aggrieved Bargaining Unit member who desires to be included in the grievance shall sign the grievance.

A Bargaining Unit member has the right to present grievances and have them resolved without the intervention of the Union, as long as the resolution is consistent with the terms of this Contract and as long as the Union has the opportunity to be present at or participate in the resolution.

Section 9.4 Grievance Form. The aggrieved Bargaining Unit member shall use a written grievance form and shall include the following information:

- A. Grievant's name and signature;
- B. Date, time and location of grievance;
- C. Description of incident giving rise to the grievance;
- D. Rules, regulations, policies, articles or sections of the Contract allegedly violated;
- E. Date grievance was first discussed;
- F. Name of supervisor with whom grievance was first discussed;
- G. Date grievance was filed in writing; and
- H. Desired remedy to resolve the grievance.

Any grievance which does not contain all of the aforementioned information will be returned and will not be processed until the missing information is included. The grievance shall not be

considered timely filed until all information is provided. Timelines will not be automatically extended.

The bargaining unit shall be responsible for its accounting, duplication and distribution of grievance forms.

Section 9.5 Grievance Procedure. It is the mutual desire of the University and the Bargaining Unit to provide for prompt resolution of grievances, with a minimum amount of interruption of the work schedules. Every reasonable effort shall be made by the University and the Bargaining Unit member to resolve grievances at the earliest possible step. In furtherance of this objective, the following procedure shall be followed:

- A. **Informal.** Prior to the utilization of this grievance procedure, a Bargaining Unit member should first attempt to resolve a grievance informally by initially discussing the matter with the member's immediate supervisor within seven (7) calendar days of when the Bargaining Unit member learned or should have learned of the occurrence. The immediate supervisor shall have ten (10) calendar days to resolve the matter. If the grievance is not resolved to the Bargaining Unit member's satisfaction upon the expiration of the ten (10) day period, and the Bargaining Unit member wishes to proceed to Step 1, the Bargaining Unit member shall reduce the grievance to writing no later than fourteen (14) calendar days from learning of the immediate supervisor's proposed resolution or the expiration of the ten (10) day period, whichever is earlier, and present the written grievance to the Director of Communications and Security Technology Division (or designee).
- B. **Step 1 – Director of Communications and Security Technology Division.** The Director of Communications and Security Technology Division (or designee) shall investigate, meet with, and respond in writing to the Bargaining Unit member within fourteen (14) calendar days following the presentation of the grievance.
- C. **Step 2 – Human Resources Representative for Public Safety.** If the grievance is not resolved in Step 1 and the Bargaining Unit member and the Union Representative wish to proceed to Step 2, the Bargaining Unit member shall present the written grievance to the Human Resources Representative for Public Safety (or designee) within ten (10) calendar days from receipt of the Step 1 answer. The Human Resources Representative for Public Safety (or designee) shall investigate the matter and shall meet with the Employee and the desired representative within ten (10) calendar days of receipt of the grievance. A written response to the grievance shall be provided to the bargaining unit member within fourteen (14) calendar days following the meeting at Step 2.
- D. **Step 3 – Office of Human Resources.** If the grievance is not resolved in Step 2, and the Bargaining Unit member wishes to proceed to step 3, the Bargaining Unit member shall present the written grievance to the Manager of Labor Relations for the University (or designee) fourteen (14) calendar days from receipt of the Step 2 answer. The Manager of Labor Relations for the University (or designee) shall investigate and respond, in writing, to the Bargaining Unit member within fourteen (14) calendar days following the presentation of the grievance to step 3.

E. Step 4 - Arbitration. If a grievance is not satisfactorily resolved at Step 3, the Union may submit the grievance to Arbitration. If a written notice of intent to file under the Arbitration Procedure is not received by the Manager of Labor Relations (or designee) within fourteen (14) calendar days following the date of the response outlined in Step 3, the grievance shall be considered resolved. The parties shall make a joint request to the Federal Mediation Conciliation Service for a panel list of nine (9) arbitrators each having an office in Ohio. The parties shall then choose an arbitrator by alternately striking names from the list until such time as one (1) name remains as the Arbitrator chosen by the parties. Prior to beginning the striking procedure, either party may reject one list and submit a request for another list from the arbitration tribunal. Nothing in this Section prohibits the parties from mutually agreeing to an arbitrator.

In issuing an award, the arbitrator shall be limited to the enforcement of the specific provisions of the rules, regulations, policies or contract. The Arbitrator may not alter, amend, modify, add to or subtract from the terms of the contract or the provisions of the document being grieved. Nor shall the Arbitrator impose on either party a limitation or obligation not specifically required by the express language of this agreement or University policies and procedures.

The question of arbitrability of a grievance may be raised by either party before the arbitration hearing on the grievance, on the grounds that the matter is not arbitral or beyond the Arbitrator's jurisdiction. The first question to be placed before an arbitrator will be whether or not the alleged grievance is within the purview of the Arbitrator. Thereafter, the alleged grievance will be heard on its own merits before the same Arbitrator.

The decision of the Arbitrator shall be final and binding provided such decision does not exceed the jurisdiction or authority of the arbitrator as set forth in this article. Under no circumstances shall the arbitration award cause the University to violate its obligations under Title IX of the Educational Amendments Act and the Consent Agreement of 2014 between the Office of Civil Rights and the University. The Arbitrator shall be without authority to recommend any right to relief on any alleged grievance occurring at any other time than the contract period in which the right originated. The Arbitrator shall not establish any new or different wage rates not negotiated as part of the Contract. In case of discharge, suspension or reduction, the Arbitrator shall not have the authority to award modification of said discipline, if the Arbitrator finds that the University has established the material facts supporting the disciplinary penalty. If the Arbitrator finds that the University has not established the material facts supporting the disciplinary penalty, the Arbitrator may modify the disciplinary penalty.

The Arbitrator shall render, in writing, the findings and award as quickly as possible within thirty (30) calendar days after the hearing is closed and/or post-hearing briefs are submitted. The arbitrator shall forward such findings and award to the University's Manager of Labor Relations (or designee) and to the O.L.C. Attorney (or designee).

The costs of any proofs produced at the direction of the arbitrator, the rent for the hearing room and the fee of the arbitration shall be borne jointly by the parties. The expenses of any non-member 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 fee shall be split equally if both parties desire a reporter, or request a copy of the transcript. Any affected member in attendance for such hearing shall not lose pay or any benefits to the extent such hearing hours are during the member's normally scheduled working hours on the day of the hearing.

Section 9.6 Right to Representation. A Grievant has a right to representation at all formal Steps of the Grievance Procedure. The Grievant may request that the appropriate University designated representative interview appropriate witnesses with first-hand knowledge of the matter being grieved and review any pertinent information. At Step 4, the Grievant shall have an opportunity to fairly present the case by presentation of witnesses with first-hand knowledge of the matter being grieved and/or other pertinent information. A witness shall not lose pay, if attendance at a meeting or arbitration is scheduled in advance during that witness' working hours. Grievance meetings shall be scheduled at mutually agreeable times. The Union shall provide seven (7) calendar days advance notice that a witness will be necessary for arbitration. The Director of Communications and Security Technology Division will issue approval subject to staffing and availability of coverage.

Section 9.7 Extension of Time Limits. It is the University's and the Union's intention that all time limits in the above grievance procedure shall be met. However, to the end of encouraging thoughtful responses at each Step, the Union and the University's designated representative may mutually agree, at any Step, to written time extensions.

ARTICLE 10 CORRECTIVE ACTION

Section 10.1 Discipline for Cause. No Bargaining Unit member shall be reprimanded, suspended, reduced in pay, or removed, except for just cause. The University may take disciplinary action for conduct occurring while a Bargaining Unit member is on duty; working under color of employment for the University; or is off-duty representing themselves as an Employee of the University or while engaged in conduct that might affect the ability to perform duties as Employees. Bargaining Unit members may not be disciplined for actions on their own personal time that do not reflect directly on the University, or do not violate any state or federal statutory provisions unless such actions bring the University into disrepute.

Section 10.2 Progressive Discipline. Except in instances where a Bargaining Unit member engages in serious misconduct, the facts and circumstances of which could justify moving directly to suspension or discharge, discipline will be applied in a progressive manner. When applying progressive discipline the University may take into account the nature of the violation, a Bargaining Unit member's record of discipline, and the Bargaining Unit member's record of conduct.

Ordinarily, a progressive disciplinary action will involve an oral reprimand (with written documentation) before a written reprimand, a written reprimand before a suspension, and a suspension before reduction in pay or removal.

Nothing herein precludes the University from utilizing positive steps, including counseling, to correct a Bargaining Unit member's inappropriate action or behavior. However, counseling is not considered formal discipline.

Suspensions and terminations are only appealable directly to Step 4 (Arbitration) of the grievance procedure as outlined in Article 9, Section 9.5 (E). The Union shall notify the Manager of Labor Relations of its intent to arbitrate such cases within fourteen (14) calendar days of the notice of corrective action.

Section 10.3 Disciplinary Action. The prerogative to counsel and issue reprimands rests solely within the Bargaining Unit member's chain of command. Where there is reason to believe that a Bargaining Unit member has engaged in conduct that may lead to suspension without pay, reduction in pay or removal, a Pre-Disciplinary hearing will be scheduled. The University shall provide the Bargaining Unit member with all available evidence supporting the allegations.

Section 10.4 Pre-Disciplinary Hearing. When allegations are specified by the University, a Pre-Disciplinary hearing shall be scheduled at which the Bargaining Unit Member will be given an opportunity to offer an explanation of the alleged offense/misconduct. Pre-Disciplinary hearings will be conducted by the University (or designee).

Not less than seven (7) calendar days prior to the scheduled Pre-Disciplinary hearing, the University will provide the Bargaining Unit member with written notice of the allegations. The Bargaining Unit member may choose to:

1. Appear at the hearing to present an oral or written statement in defense of said allegations;
2. Appear at the hearing with a Union representative or union attorney; or
3. Elect to waive (in writing) the opportunity to have a Pre-Disciplinary hearing.

A written decision will be prepared by the University (or designee), providing the disciplinary penalty to be imposed, if any. A copy of this written decision will be provided to the Bargaining Unit member.

In lieu of suspension without pay of five (5) days or less, an Employee may request to forfeit accrued vacation leave on an hour for hour basis. At the University's discretion, should the parties agree to a forfeiture of such leave, it shall constitute corrective action of record. Such forfeiture shall be noted in the Employee's personnel file and shall constitute the final resolution of the University's charges.

Section 10.5 Retention of Disciplinary Records. All disciplinary actions of record will be maintained in each Bargaining Unit member's personnel file throughout the period of employment. However, once records of discipline no longer have force and effect per this section

the Employer shall remove the records from the member's personnel file. Record of written reprimands will not be considered for purposes of future disciplinary action more than twelve (12) months after issuance provided that no further misconduct has occurred within said twelve (12) month period following issuance. Suspensions will not be considered for purposes of future disciplinary action more than two (2) years after issuance provided that no further misconduct has occurred within said two (2) year period following issuance. In the event that misconduct occurs during the appropriate time limit(s), the initial disciplinary action shall be considered for the duration of the time period for which the most recent documented disciplinary action is to remain in effect, pursuant to this Article.

ARTICLE 11 PROBATIONARY PERIOD

Section 11.1 Probationary Period. Every newly hired Bargaining Unit member will be required to successfully complete an initial probationary period. The initial probationary period shall be twelve (12) months from the date of hire. A newly hired probationary Bargaining Unit member may be terminated at any time during the initial probationary period and shall have no right to appeal the termination under the grievance procedure of this contract.

A probationary Bargaining Unit member absent from work for more than ten (10) days during the member's probation may have the probationary period extended by the amount of days the member is absent over the ten (10) days.

ARTICLE 12 REDUCTION IN FORCE

Section 12.1 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 (Section 3335-81) as currently in effect and as may be amended by the University during the term of this agreement.

ARTICLE 13 SENIORITY

Section 13.1 Seniority. Seniority shall be defined as a Bargaining Unit member's uninterrupted length of continuous service with the University as a full-time Alarm and Video Monitoring Officer, excluding leave without pay that does not otherwise fall within the Family Medical Leave Act (FMLA). Seniority for Bargaining Unit members on extended military leave shall be calculated in accordance with the applicable provisions in state and federal law on military leave.

Section 13.2 Termination of Seniority. A Bargaining Unit member's seniority shall terminate if the Bargaining Unit member:

- A. Quits or resigns for a period of more than twelve (12) months.
- B. Is discharged for cause.
- C. Fails to report to work as scheduled after leave of absence or recall from layoff.
- D. Retires under the applicable state retirement system.

Section 13.3 Seniority List. The University shall provide the local Union Representative and the assigned FOP/OLC Staff Representative with a copy of an updated seniority list during January and July of each year. The seniority list shall contain, in order of seniority, the name and seniority date of each bargaining unit member.

ARTICLE 14

NO STRIKE – NO LOCKOUT

Section 14.1 Union Pledge. The parties to this agreement mutually recognize that the services performed by Bargaining Unit members are services essential to public order and safety. The Union, 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 be 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 Union 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 with the services of the University.

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 Union, its Officers, or representatives provided that the University has immediately notified the union of said job action and the Union meets the following conditions:

- A. Within not more than 12 hours after notification by the University of any such unauthorized action, the Union shall publicly disavow the same by posting a notice on a bulletin board, at the Department, stating that the job action is unauthorized.
- B. The Union, its' Officers, and representatives shall promptly order its members to return to work notwithstanding the existence of any job action.
- C. The Union, its' Officers, and representatives shall in good faith, use every reasonable effort to terminate such job action.

Section 14.2 University Pledge. The University agrees not to lockout Bargaining Unit members during the terms or extensions of this Contract.

Section 14.3 Members' Responsibilities. If any Bargaining Unit member(s) is found in violation of section 14.1 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.

ARTICLE 15

HOURS OF WORK AND OVERTIME

Section 15.1 Regular Work Week. Forty (40) hours of work shall constitute a regular work week for Bargaining Unit members. Such hours may be scheduled in five (5) consecutive days of eight (8) consecutive hours per day, followed by two (2) consecutive days off. If the Employer decides to modify the schedule and/or add another/different combination of consecutive work days and consecutive days off, an advance notice of not less than thirty (30) days shall be given to the Bargaining Unit prior to the start of the next scheduled bid period.

Section 15.2 Overtime. For purposes of this Article “overtime” shall be defined as a work assignment which causes a Bargaining Unit member to be in active pay status more than forty (40) hours in a work week. When Bargaining Unit members are required by the Department to be in an active pay status for 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 15.3 Required Overtime. It is understood by Bargaining Unit members that they shall make themselves available for required overtime work on orders from the University. The University will limit overtime assignments to the staffing level it deems reasonable and necessary for each event. When management determines required overtime is necessary, such overtime will be assigned (mandated) on a rotating basis.

Section 15.4 Overtime Absence. Once a member is assigned to fill an overtime assignment, the member is obligated to work that assignment as if it was part of the member’s regular work schedule. If, for some reason, the member assigned to fill the overtime assignment is unable to keep that obligation, the assigned member may be required to find a substitute to fill the assignment and notify the supervisor of the substitution.

The University shall not charge leave balances of members for missed overtime assignments, nor shall members be entitled to use any type of accrued leave to receive compensation for such missed overtime assignments.

Section 15.5 Report Back Pay. When full-time Bargaining unit members are ordered by the University to report back to work after the end of their regular work schedule and a Bargaining Unit member reports back, the Bargaining Unit member shall be paid for such time. The minimum pay for reporting is an amount equal to four (4) times the hourly base pay. This provision is not applicable to work that is a continuation of or immediately preceding the regular work schedule.

Section 15.6 Compensatory Time. A Bargaining Unit member may choose to take compensatory time in lieu of overtime compensation if such choice is indicated during the tour of duty in which the overtime is worked. Compensatory time shall be credited to the Bargaining Unit member and accumulated at the rate of one and one-half (1 ½) hours for each overtime hour worked.

Each Bargaining Unit member's compensatory time bank shall be limited in accumulation to a maximum number of two hundred forty (240) hours. Once a Bargaining Unit member has reached the maximum hours of compensatory time as compensation for overtime hours worked, all additional overtime will be paid. The Bargaining Unit member may choose to carry over any balance into the following year. Any balance of compensatory time carried over into the following year shall count towards the two hundred forty (240) hour cap in that year.

Compensatory time off must be taken at a time agreeable to the Department and the Bargaining Unit member. Approval for compensatory time off shall not be unreasonably withheld. Compensatory time off should be requested as far in advance as possible but no later than forty eight (48) hours in advance. When a compensatory request is received with at least forty eight (48) hours notice, the supervisor will attempt to find coverage. If no Alarm and Video Monitoring Officer personnel, including part-time and student staff, volunteers to work the requested time off, the compensatory leave request will be denied. When two or more Bargaining Unit members request compensatory time for the same day and operational needs require the limitation of the number of Bargaining Unit members who can be off, the Bargaining Unit member who submitted the request first will be granted the time off.

In situations where one or more Bargaining Unit members submit a compensatory time off request and one or more Bargaining Unit members submit a vacation time off request for the same day and operational needs require the limitation of the number of Bargaining Unit members who can be off, then the time off will be granted to the Bargaining Unit member who submitted a time off request first. Time submitted with less than forty-eight (48) hours may be approved at the discretion of the University subject to the scheduling and operational needs of the Department. Compensatory time off shall not be denied simply because the approval of such time may require another Bargaining Unit member to be scheduled to work in an overtime status.

Compensatory time that is earned, but not taken within 365 days of being earned, shall be automatically paid out to the bargaining unit member. The bargaining unit member will receive such pay-out in their paycheck for the pay period which includes the 365th day.

Additionally, Bargaining Unit members may request to "cash out" up to eighty (80) hours of compensatory time once each year during the first two (2) weeks of November to be paid in the first pay period in December. A Bargaining Unit member who has accrued compensatory time shall, upon separation of employment from the University for any reason, including retirement or death, shall 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, while working. In the event of death, payment shall be made to the next of kin or to the estate of the deceased member.

Section 15.7 Work Schedules. Work schedules are defined as Bargaining Unit members' regularly assigned hours of the day and days of the week. A temporary change in Bargaining Unit members' work schedule will be made known to the affected Bargaining Unit member at least fourteen (14) calendar days in advance, unless mitigating circumstances, beyond the control of foreseeability of the scheduler, require such change in fewer than fourteen (14) calendar days.

Section 15.8 Assignment Rotation. Assignment selections shall be made as follows:

- A. Not later than the Monday of the first full week of December, the University, will determine and post the number of positions to be assigned to each work schedule, which will consist of two 6 month periods beginning with the first Sunday in March (the first 6 months) and the first Sunday in September (the second 6 months). This staffing determination will be consistent with efficient and effective operations of the Department. The University will post the schedule no less than 48 hours in advance of the time the selection process will formally begin. Each Bargaining Unit member will be assigned up to 48 hours in order of seniority to submit their shift bid request to the supervisor. The shift bid request will cover each of the six (6) month periods in the work schedule. During the 48 hour block assigned to each member no other bargaining unit member may submit a shift bid request unless notified that the prior person has already made his/her selection.

The completed schedule will be posted no later than the second Monday in January of each year. After the completed schedules are posted, Bargaining Unit members will then be permitted to submit vacation requests in accordance with Article 17 of the Agreement.

Bargaining Unit members who fail to submit a shift bid request to their supervisor within their assigned 48 hour time frame will be bypassed until such time that the 48 hour blocks of time for all other Bargaining Unit members have expired and will then be given a second 48 hour block in which to submit their shift bid request. Failure to submit a shift bid in the 48 hour time frame shall result in the forfeiture of the shift bidding opportunity.

No temporary Alarm and Video Monitoring Officer or student Alarm and Video Monitoring Officer will participate in shift bidding. Seniority for purposes of this Article shall be determined by total service as a Bargaining Unit member as defined in this Contract.

- B. Choices made pursuant to Sub-Section (A) will be honored except when the University determines that a particular Bargaining Unit member's choice is inconsistent with Departmental goals and priorities, based on a demonstrated need and supported by documentation.
- C. Regardless of the foregoing provisions of this Section:
1. Bargaining Unit members with less than six (6) months service in the Department shall have no assurance of work schedule assignment preference.
 2. No provision of this sub-section shall affect or modify Section 15.7 pertaining to work schedules.

Section 15.9 Shift Trading. Members shall be permitted to request to trade a shift in cooperation with one other member. Shift trades may be done between any two members as long as both are in agreement. When the two members mutually agree to trade a shift between themselves, it shall be done within the same pay week. Both members shall notify their immediate supervisor. The shift trade shall only be done with the prior approval of the immediate supervisor. Once the shift trade has been approved, each member is obligated to fulfill their part

of the agreement as if they had been originally assigned to work that shift. When participating in a shift trade as described in this section, neither member will receive overtime pay unless they meet the overtime threshold as stated in Section 15.2.

ARTICLE 16 COMPENSATION

Section 16.1 Base Wages.

- A. The entry rate for new Employees hired on or after September 1, 2020 shall be \$15.00 per hour. However, at the discretion of the Director of Public Safety, a new Employee may be offered a wage rate commensurate with the new Employee's prior relevant experience compared to that of an existing Bargaining Unit member, but no higher than the post-probation wage with the approval of the Office of Human Resources.

The entry rate will be increased in each year of the contract by an amount equal to the increases provided in paragraph C. of this section.

- B. Effective the pay period which includes January 3, 2021, bargaining unit members on the AVM staff shall receive a market increase to \$16.75 per hour.
- C. Effective the pay period which includes September 1, 2021, bargaining unit members' base hourly rate will be increased by the aggregate percent increase established for non-bargaining unit Classified Civil Service employees in the fiscal year 2022 guidance memorandum issued by the University for the annual merit compensation process. Members in an initial probationary period on September 1, 2021 will receive their increases effective the pay period that includes the completion of their probation.

Effective the pay period which includes September 1, 2022, bargaining unit members' base hourly rate will be increased by the aggregate percent increase established for non-bargaining unit Classified Civil Service employees in the fiscal year 2023 guidance memorandum issued by the University for the annual merit compensation process. Members in an initial probationary period on September 1, 2022 will receive their increases effective the pay period that includes the completion of their probation.

- D. Notwithstanding Sections (B) and (C) above, Bargaining unit members who receive a "does not meet" on the member's annual performance evaluation will instead receive no base pay rate increase.

Section 16.2 Shift Differential. Bargaining Unit members who through the regular shift bid process are scheduled to work a shift beginning between the hours of 3:00 pm and 7:00 am shall receive a shift differential of \$.50 per hour. Any Bargaining Unit member earning a shift differential who works overtime into where differential is not paid, shall continue to earn that differential provided the time worked is contiguous with the member's regular shift. The shift differential shall be added to the Employee's regular rate of pay. No shift will be changed for the

sole purpose of avoiding the payment of shift differential. Notwithstanding the above, effective with the pay period which includes July 1, 2021, Bargaining Unit members who work a minimum of four (4) consecutive hours between the hours of 3:00 p.m. and 7:00 a.m. will receive a shift differential of fifty cents (\$.50) per hour for only those hours worked between 3:00 pm and 7:00 am.

Section 16.3 Court Time. When a Bargaining Unit member is required to report to court outside the member's normal work schedule, in association with the member's duties as a University Employee, the member shall be credited with a minimum of four (4) hours service. Such time will be paid at one and one-half (1 ½) times the Bargaining Unit member regular hourly rate, if it places them in an overtime status.

Section 16.4 Educational Benefits. The University will provide for Bargaining Unit members and their eligible dependents the University Tuition Assistance Program as currently in effect and as may be amended by the University during the term of this Contract.

Section 16.5 Emergency Closing. When the University announces an emergency closing, Bargaining Unit members are still required to report to work unless they have been excused from work by the Assistant Vice President of Public Safety or designee. Bargaining Unit members who have been excused from work will receive their regular compensation for any straight-time hours they would otherwise have worked. Bargaining Unit members who work such days shall receive their regular pay plus compensatory time off, on an hour-for-hour basis, for each hour worked. For purposes of this section, an emergency closing will begin at 7:00 am and continue through 12:00 am (total of seventeen hours), unless otherwise specified by the University.

Section 16.6 Training Officer. Any Bargaining Unit member who serves as a training officer 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 (1 ½) times the Bargaining Unit member's regular hourly rate and may not be converted to compensatory time. Training assignments shall be assigned by the Director of Communications and Security Technology Division or designee and will not be paid unless officially assigned by the Director or designee.

ARTICLE 17 VACATIONS

Section 17.1 Vacation Accrual. Vacation time is accrued by Bargaining Unit members based upon the number of years of service with the University. Vacation continues to accrue during periods of paid leave but not during unpaid leave.

Section 17.2 Accrual Schedule. Bargaining Unit members shall be entitled to vacation in accordance with the following schedule:

YEARS	ACCRUAL	PER PAY PERIOD
1 through 7	80 hours	(3.07692 per pay period)
8 through 14	120 hours	(4.61538 per pay period)
15 through 24	160 hours	(6.15384 per pay period)
25 or more	200 hours	(7.69230 per pay period)

Section 17.3 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 (3) years of service just completed.

Section 17.4 Vacation Requests. Vacation will be scheduled at such times as shall be mutually agreeable to the Bargaining Unit member and the Director of Communications and Security Technology Division (or designee). The University reserves the right to limit the number of Bargaining Unit members permitted to be on vacation at any one time where the efficiency and operational needs of the facility will be disrupted.

- A. Annual Vacation Leave.** There shall be two (2) vacation bid periods per year. Vacation requests for vacation that will occur between March and September of a year shall be submitted in January in order to have seniority (as defined by Article 13) honored as provided herein. Vacation requests for vacation that will occur between September of a year and March of the following year shall be submitted in July in order to have seniority (as defined by Article 13) honored as provided herein.
- B.** Each Bargaining Unit member will be assigned a 48 hour block of time by seniority to submit an annual vacation leave request to the supervisor. During the 48 hour block assigned to each member, no other Bargaining Unit member may submit a vacation leave request. If a Bargaining Unit member fails to submit their annual vacation leave request to their supervisor within their assigned 48 hour time frame, then they will be bypassed until such time that the 48 hour blocks of time for all other Bargaining Unit members have expired.

Bargaining Unit members who are bypassed for failing to submit an annual vacation leave request within their assigned 48 hour time frame will be granted one more 48 hour block of time once all other Bargaining Unit members have had their opportunities to submit their annual leave requests. It shall be the sole discretion of the Division Director to determine whether there is a sufficient mitigating reason to extend a Bargaining Unit member's original 48 hour block of time.

The Director of Communications and Security Technology Division will inform Bargaining Unit members of their vacation time off no later than February 15th for vacation that will occur between March and September of a year and no later than August 15th for vacation that will occur between September of a year and March of the following year. When two or more Bargaining Unit members choose the same vacation time and operational needs require limitation of the number of Bargaining Unit members who can be off, the Bargaining Unit

member with the most seniority (as defined by Article 13) will be given first choice; except that Bargaining Unit members entitled to more than two (2) weeks vacation may be required to schedule that portion beyond the two (2) weeks at a less desirable time. Once a Bargaining Unit member's vacation has been approved, it will not later be changed because of the exercise of seniority provided for above.

Within two weeks of approval, Bargaining Unit members must submit their annual vacation leave into the timekeeping system. Failure to do so may result in a revocation of the approval and may subject a member to corrective action.

C. Casual Leave. Casual leave is defined as vacation leave requests which are submitted outside of the annual leave process. Casual leave requests are not guaranteed until approved by the Division.

Casual leave requests must be submitted via the University's electronic timekeeping method identified by the department.

Supervisors will process casual leave requests within ten (10) calendar days prior to the effective leave date. If the employee requires immediate feedback on their leave request, it shall be the responsibility of the employee to discuss the matter with a supervisor. If the supervisor determines the casual leave request can be approved, the supervisor will process the request as soon as possible or within a timeframe that is mutually agreeable.

Rescheduling of Leave. Typically, annual leave approvals will not be rescinded. However, the University reserves the right to rescind the Bargaining Unit member's vacation due to unforeseen circumstances. The University will work with the Bargaining Unit member to reschedule the member's vacation.

Section 17.5 Separation Payout. Upon termination of employment, payment for accrued but unused vacation leave shall be made at the Bargaining Unit member's rate of pay at the time of termination, subject to the accrual limits stated in Section 17.3 of this Article and provided the Bargaining Unit member has at least one (1) year of continuous service with the University.

Section 17.6 Survivor Benefit. In the event of a Bargaining Unit member's death any earned but unused vacation for which the Bargaining Unit 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 Bargaining Unit member.

Section 17.7 Personal Days. In the event that the University adopts a personal leave policy, the parties agree to reopen negotiations with respect to this section of this article.

ARTICLE 18 HOLIDAYS

Section 18.1 Recognized Holidays. Bargaining Unit members and the University recognize and observe the following holidays:

Holiday	Observed On
New Year's Day	- January 1
Martin Luther King Day	- Third Monday in January
Presidents' Day	- December 24
Memorial Day	- Last Monday in May
Independence Day	- July 4
Labor Day	- First Monday in September
Columbus Day	- Day after Thanksgiving
Veterans' Day	- November 11
Thanksgiving Day	- Fourth Thursday in November
Christmas Day	- December 25

Section 18.2 Holidays on Weekend. In the event that any of the holidays listed above fall on a Saturday or Sunday, the holiday shall be observed on the day specified for other University employees by the Board and Trustees.

Section 18.3 Holiday Pay. Bargaining Unit members will be eligible for and paid in accordance with the University holiday pay policy.

ARTICLE 19 INSURANCE

Section 19.1 Insurance. 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.

ARTICLE 20 ATTIRE AND EQUIPMENT

Section 20.1 Attire. Effective September 1, 2020, the University will no longer provide any uniform items to members. Members are expected to abide by Divisional Policy, Section 100.4 entitled Attire and Appearance.

Section 20.2 Negligence. Equipment items issued or assigned to a Bargaining Unit member which are 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 fifty (\$50.00) dollars per equipment item unless there is evidence of gross negligence.

Section 20.3 Storage Spaces. The University will provide each Bargaining Unit member with a locker along with a lock. The Union acknowledges and understands that while the locker and lock are the University's property, the University will not enter a Bargaining Unit member's locker except for a legitimate business reason, such as to enforce University policy, as part of a criminal investigation or in accordance with law. Members shall have the sole responsibility to clean and maintain their University provided storage spaces.

Section 20.4 Additional Equipment. The University and the Union believe that communication between Employees and Supervisors is essential in the workplace. Proposals concerning equipment are appropriate subjects for the labor management committee as set forth in Article 6. Upon request to the Director of Communications, a Bargaining Unit member will be issued an individual headset device.

ARTICLE 21 SICK LEAVE

Section 21.1 Accrual. The Union and the University agree that regular attendance at work by each Bargaining Unit member is necessary in order to maintain continuous, efficient University services and operations and to prevent hardships on other employees. It is expected that Bargaining Unit members will not routinely use sick leave as fast as it accrues, but rather that Bargaining Unit members will accumulate sick leave to the extent possible to serve as "insurance" in the event of illness or injury. 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. Sick leave payment will not exceed the normal scheduled workday or work week earnings.

Section 21.2 Sick Leave Use. Sick leave shall be granted provided the Bargaining Unit member complies with University policies as well as the following:

1. Mark off procedures outlined in this article
2. Proper submission of a sick leave request setting forth the general reasons for the sick leave request as outlined in this article.
3. The submission of a physician's/dentist statement when sick leave is requested for a physician/dentist appointment. Such physician/dentist statements will contain the physician's/dentist's signature, date of appointment and the general nature of the office visit.
4. If a Bargaining Unit member request sick leave for three (3) or more consecutive work shifts the Bargaining Unit member must submit a statement from a healthcare provider.

Sick leave shall be charged in minimum units of one-tenth (6 minutes) of an hour. It is understood that members shall, schedule medical/dental appointments so as to not disrupt the operations of their Department. A Bargaining Unit member shall be charged for sick leave only for days upon which the member would otherwise have been scheduled to work. Sick leave requested for a doctor/dentist visit will only be granted for time spent at the doctors/dentist's office and reasonable travel time.

A. Sick leave may be requested for the following reasons:

1. Illness of the Bargaining Unit member or an immediate family member.
2. Medical, dental, or optical examinations or treatment of the Bargaining Unit member or an immediate family member, which requires the presence of the Bargaining Unit member, and which cannot be scheduled during non-working hours;
3. If a member of the immediate family is afflicted with a contagious disease or requires the care and attendance of the Bargaining Unit member or when, through exposure to a contagious disease, the presence of the Bargaining Unit member on the job would jeopardize the health of others;
4. Pregnancy and/or childbirth and other conditions related thereto.
5. Injury of the Bargaining Unit 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 or certification of domestic partnership must be on file with the department and with the Office of Human Resources.

C. A violation of the Department's attendance policy may result in corrective action in accordance with Article 10 of this agreement, whether or not the sick leave has been approved and/or paid.

Section 21.3 Mark-Off. When a Bargaining Unit member is unable to report to work, the Bargaining Unit member shall notify the member's immediate Supervisor or other designated person, as soon as possible but no later than two (2) hours prior to the member's assigned shift, absent extenuating circumstances, and shall leave a telephone number where the member may be reached by the Supervisor.

Section 21.4 Continuation of Leave. A Bargaining Unit member who is absent due to illness or injury and can provide satisfactory evidence of same, and who has exhausted all accrued sick leave, will be permitted to charge such absence to the member's available vacation time or compensatory time.

Section 21.5 Retirement Conversion. Bargaining Unit members retiring with 10 or more years of state service will be paid one-fourth (1/4) of the sick leave balance up to a maximum payment

of 240 hours. Payment is based upon the rate of compensation at the time of retirement. The one-time retirement pay out of sick leave eliminates all accrued sick leave on record. These same provisions apply to Bargaining Unit members who die with 10 or more years of state service, with the sick leave pay out paid to the estate.

Section 21.6 Family and Medical Leave. Family and Medical Leave and Parental Leave will be provided in accordance with Federal Law and University Policy.

Section 21.7 Ohio State Employee Assistance Program. The University and the Union recognize the value of the Ohio State Employee Assistance Program (EAP) to aid Bargaining Unit members who may experience some form of personal difficulties which may interrupt or cause deterioration in work performance. The EAP serves as a readily accessible link between a Bargaining Unit member seeking assistance and the appropriate problem-solving resource. The referral and consolation services provided by EAP are free, confidential and voluntary. Any information revealed by a Bargaining Unit member in connection with the EAP will remain confidential and will not become part of the member's record. Bargaining Unit members seeking assistance shall not have their condition of employment jeopardized by their participation with the EAP program.

ARTICLE 22 OTHER LEAVES

Section 22.1 Personal Unpaid Leaves of Absence. An unpaid leave of absence may be granted by the University for a period of time not to exceed six (6) months for personal reasons at the discretion of the Director of Communications and Security Technology Division or designee. All leaves of absence must be applied for, and granted, in writing. The specific reason for a personal leave should be included in the written leave request as well as the date of return to work. Available vacation time shall be used prior to the approval of a personal leave.

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 and the Bargaining Unit member may be subject to disciplinary action or dismissal.

A Bargaining Unit member may return to work prior to the expiration of any personal leave of absence provided reasonable notice is given by the Bargaining Unit 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 Bargaining Unit member's classification.

Upon the expiration of a Bargaining Unit member's leave of absence, the member will be returned to the formerly occupied position and pay status.

Section 22.2 Time Off For Bereavement. 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, which shall be charged to the member's sick leave balance. At the discretion of the Director or designee,

additional days may be granted upon a showing that circumstances require travel out of the surrounding area or a showing that an earlier return to work would create a hardship upon the member.

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 the 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.

Any days above the five (5) 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 22.3 Medical Leave of Absence. Any Bargaining Unit member who has completed the required probationary period and who has exhausted the member's accumulated sick leave and vacation may be granted a leave of absence for illness for a period not to exceed six (6) months in a rolling calendar year. The member shall furnish satisfactory medical proof of said illness and must indicate the date of return to work.

If a leave is used for a purpose other than that stated, the balance of the leave may be canceled and the Bargaining Unit member may be subject to disciplinary action or dismissal.

The right to return to work earlier than scheduled is subject to the availability of work. If an individual wants to return to work before the expiration of the leave, the Supervisor must be notified in writing prior to the desired date of return.

Available sick leave and vacation shall be used prior to the approval of a medical leave. A waiver of this requirement may be made in workers' compensation cases.

Medical leave may be designated as family medical leave (FML) and counted toward both the twelve (12) weeks of FML and the time limit for medical leave, if applicable.

Section 22.4 Paid Parental Leave. Paid parental leave will be provided to Bargaining Unit members in accordance with University policy. 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 a newborn or newly-adopted child.

Section 22.5 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 22.6 Worker's Compensation. When a Bargaining Unit member has filed an injury claim with the Bureau of Worker's 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 22.7 Continuation of Benefits. A Bargaining Unit member who is on an approved medical or paid parental leave of absence will have hospitalization, life insurance, accidental death and dismemberment, surgical medical and major medical policies continued at no additional cost to the member during the period of leave provided the member has been employed by the University for a continuous period of one (1) year or more at a time the leave commences as per University policy as currently in effect and as may be amended by the University during the term of this Contract. A member receiving such leave must make arrangements with the Office of Human Resources/Benefits Administration for the continuation of benefits.

ARTICLE 23 DURATION

Section 23.1 Duration. This Agreement contains the full and complete Agreement between the parties. This Agreement shall be effective September 1, 2020 and shall continue in full force and effect until and including August 31, 2023.

Section 23.2 Negotiation Procedure. If either party desires to modify or amend this Agreement, it shall give written notice of such intent not more than one hundred twenty (120) calendar days nor less than sixty (60) calendar days prior to the expiration date of this Agreement. Such notice shall be pursuant to the rules of the State Employment Relations Board (OAC 4117-01-02).

The negotiations between the parties shall be in accordance with the provisions of Ohio Revised Code chapter 4117.

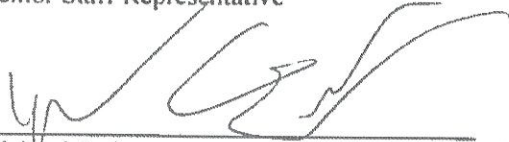
Section 23.3 Strike Notice. In the event the parties cannot reach a new Agreement, the Union and its members shall have the right to mediation, fact-finding and to strike in accordance with the Provisions of chapter 4117 of the Revised Code, the parties agree to schedule issuance of the fact finder's report to allow a timely review by the board of trustees at a regularly scheduled meeting.

The parties here caused this agreement to be executed this 14th day of May, 2021.

**On behalf of the Fraternal Order of Police,
Ohio Labor Counsel, Inc.:**



Andrea H. Johan
Senior Staff Representative



Richard Eader
Bargaining Committee Member


On behalf of The Ohio State University:



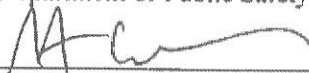
Paul N. Patton
Interim Senior Vice President for
Talent, Culture and Human Resources
Office of Human Resources



Monica M. Moll
Director
Department of Public Safety



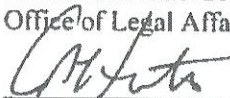
Satoru Persons
Director
Communications and Security Technology
Division
Department of Public Safety



Matthew Wolfzorn
Senior Systems and Operations Manager
Department of Public Safety



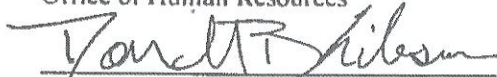
Erika Pearsol-Christie
Senior Associate General Counsel
Office of Legal Affairs



Todd Hunter
Manager
Human Resources and Administrative Services
Department of Public Safety



David Simpson
Chief Spokesperson
Labor Relations Manager
Office of Human Resources



Donald B. Gibson
Labor Relations Specialist
Office of Human Resources

