AGREEMENT

between

THE OHIO STATE UNIVERSITY

COLUMBUS, OHIO

&

FRATERNAL ORDER OF POLICE

Ohio Labor Council, Inc.

Case Number: 2023-MED-05-0459

Covering Full-Time Public Safety Dispatchers

September 1, 2023 through August 31, 2026

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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 in any and all matters relating to wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of this Contract and for the administration of this Contract.

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

Included: All full-time regular employees in the classification of Public Safety Dispatcher employed by the University.

Excluded: All other University Employees including all Lead Dispatchers and temporary Employees in the classification of Public Safety Dispatchers.

References throughout this Contract to Bargaining Unit members shall mean Employees within the Bargaining Unit.

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. The University also agrees to deduct Union initiation fees and assessments, in the amount certified by the Union to the University, in the same manner each month, in which such fees and assessments are due, from the pay of any appropriate Union member.

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. Nothing herein shall prohibit Union members covered by this Contract from submitting dues directly to the Union.

The University shall provide the Union with additional payroll deductions for the purpose of the Union providing additional non-university-provided employee benefits, providing the University's payroll accounting system possesses sufficient capacity and capability for additional deductions, and that the University determines that such deduction is for a legitimate program, and the provisions under such a program are not substantially similar to programs already offered

through payroll deduction, and further, that at least sixty percent (60%) of the Bargaining members declare interest (in writing) in enrolling in such a program.

No other dues of an employee organization (as defined by ORC Chapter 4117) shall be deducted from any Bargaining Unit members' pay for the duration of this Contract.

Section 3.2 Notifications. 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 15.3 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 3.3 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 3.4 Bulletin Boards. The University agrees to provide bulletin board space at or near the Dispatcher's work stations. 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 3.5 Meeting Locations. The Union shall be permitted, upon prior notification to the University, to hold meetings, for the Bargaining Unit membership, at police headquarters or other building, room or facility. 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.

The University agrees to hold the requested location open for use by the Union on the date and at the time specified in the Union's notification to the University. However, if it is not practicable for the University to provide the requested location to the Union, the University will so notify the Union and make every effort to provide for an alternate meeting location in another University building, room or facility. No Bargaining Unit members shall attend the above-referenced meetings while on duty without receiving prior approval from the University (or designee). Such

approval shall not be unreasonably withheld; however, it is understood that staffing, availability of coverage and overtime are reasonable considerations.

No employee in the Bargaining Unit or member of the Union shall be obligated or asked to divulge to the University information discussed at said meetings.

Section 3.6 Ballot Boxes. The Union shall be permitted, upon prior notification to the University, to place a ballot box at the work site for the purpose of collecting members' ballots on all Union issues subject to ballot. Such box shall be the property of the Union and neither the ballot box nor its contents shall be subject to the University's review.

Section 3.7 Use of Intra-Department Mail. The Union shall be permitted to utilize the intra-departmental mail (including electronic mail) system for the purpose of providing information pertaining to Union business or Bargaining Unit representation, to Bargaining Unit members. The Union agrees that the use of the mail system will be reasonable and limited to providing information that is necessary for the normal conduct of Union business or Bargaining Unit representation. Paper mail covered by this provision and placed into the mail system by the Union shall be the property of the Bargaining Unit member to whom it is addressed, shall be clearly labeled as Union mail, and such mail shall not be subject to the University's review except to enforce University policy, as part of a criminal investigation or in accordance with public records law. The electronic mail shall generally be treated the same as paper mail for the purposes of this provision. However, the University reserves the right to access electronic mail in accordance with its policies and procedures.

Section 3.8 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 his/her 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 (or designee).

The Bargaining Unit is authorized to select one (1) Bargaining Unit representative and two (2) alternates to conduct Bargaining Unit business. The Bargaining Unit representative, upon giving reasonable notice, and upon receiving authorization from the Communications and Security Technology Division (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.

One bargaining unit member shall be allowed one day in paid status and reasonable time off duty without pay to attend the FOP/OLC annual conference provided that the bargaining unit member submits written notification to the Director of Communications at least thirty (30) calendar days prior to the date of the function. To the extent any such time off without pay is during the

bargaining unit member's scheduled working hours, time off may be charged to vacation or compensatory time, at the option of the bargaining unit member.

Section 3.9 Negotiating Committee. The University agrees to allow no more than three (3) Employees 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 members prior to the first scheduled negotiations date. Not more than two (2) Union Employee Representatives will attend negotiation sessions in paid status. However, no more than one (1) Union Employee Representative may be released from the same assigned shift to attend negotiation sessions unless mutually agreed to otherwise. One Bargaining Unit member shall be released from an 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 coincide with the meeting hours. Two (2) Bargaining Unit members on the same shift will not be released to attend negotiations or work sessions if there is a third Bargaining Unit member available from another shift who is able to attend. In order to achieve the goals of this section flexing of work hours may be an option if/when approved by the Director of the Communication and Security Technology Division.

Upon approval from the Communications and Security Technology Division Director or designee, one (1) Bargaining Unit member selected for the Negotiations Committee 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 3.10 Union Storage. The University agrees to provide space at or near the Dispatcher's work stations or locker area where Union materials necessary for the administration of this collective bargaining agreement may be kept. The Union will be permitted to place a locker or locking cabinet in that space as long as the locker or cabinet meets with the approval of the Department.

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 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, not more than four (4) representatives of the University shall meet with not more than three (3) Union Employee representatives 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 two (2) Union Employee representatives will attend Labor Management meetings in paid status. However, no more than one (1) Union Employee representative may be released from the same assigned shift to attend such meetings, unless mutually agreed to otherwise. 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 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 which shall provide 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.

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 their 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 Manager 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 Manager for Public Safety (or designee) within ten (10) calendar days from receipt of the Step 1 answer. The Human Resources Manager 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 they impose on either party a limitation or obligation not specifically required by the express language of this agreement or University policies and procedures. Under no circumstances shall the arbitration award cause the University to violate its obligations under Title IX of the Educational Amendments Act, its regulations, and the Consent Agreement of 2014 between the Office of Civil Rights and the University.

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. 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 their 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
INTERNAL REVIEW PROCEDURES

Section 10.1 Scope. The directives set forth in this article shall be followed whenever the University conducts an investigation concerning a Bargaining Unit member and the University believes that disciplinary action of record (reprimand of record, suspension, reduction, or removal) or criminal charges may result.

Section 10.2 Review Process:

A. Before a member may be charged with insubordination or like offense for refusing to answer questions or participate in an investigation, the member shall be advised that such conduct, if continued, may be the basis for such a charge.

B. If a member (who is the subject of an investigation) desires, the member shall be given a reasonable opportunity to consult with a Labor Council representative before being required to answer questions. During all questioning the member may, upon request, be accompanied by an available Labor Council representative.

C. Before being required to answer questions or make written statements in an investigation, members shall be advised of their rights under this article.

D. Prior to questioning, the University shall notify members if they are being questioned as a witness or if they are a subject of the investigation.

E. If, during the interview of the member witness, the investigator has reason to believe the member witness has become the focus of the investigation or another investigation, the investigator shall notify the member witness of such belief. The Investigator shall inform the member of the member's rights under this article.

F. If, during the interview, the member witness has reason to believe that the member witness has become the focus of an investigation for which discipline or criminal charges may result, the member witness may invoke the member's rights under this article.

G. Any interrogation, questions, or interviewing of a member will be conducted at hours reasonably related to the member's shift, preferably during, or immediately prior to or after the member's working hours, unless the situation dictates otherwise. Interrogation sessions shall be for reasonable periods of time, and members shall be allowed during such questioning for rest periods and attendance to other physical necessities.

H. When an anonymous complaint is made against a member, the Communications and Security Technology Division or designee may investigate, and if there is no corroborative evidence, the complaint shall be classified as unfounded and no disciplinary action will be taken. No unfounded complaints shall be placed in a member's personnel file.

I. A member who has been under investigation shall be informed, in writing, of the outcome of the case at the conclusion of the investigation.

J. The University shall attempt to complete investigations that do not involve the possibility of criminal charges within forty-five (45) days of commencing the investigation. If the investigation is not completed within forty-five (45) days, the University shall notify the member of the status of the investigation. The University shall notify the member of the outcome of the investigation upon its conclusion.

Any member who has been under investigation, and after being informed of the investigation, may, not less than twenty-eight (28) days after notification, forward a written inquiry to the Communications and Security Technology Division as to the status of the investigation. In response to the member's inquiry, the member shall be advised of the status of the investigation and if known, the estimated time necessary to complete the investigation.

K. In the course of questioning, a member may not be given a polygraph examination or other similar test without the member's consent. The results of this examination cannot be used in any subsequent criminal action. Where consent is given, a polygraph examiner shall be chosen by mutual agreement of the University and the Union.

L. Record(s) of any investigation that are not substantiated shall not be placed in the member's personnel file.

ARTICLE 11
CORRECTIVE ACTION

Section 11.1 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 their 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 11.2 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 their intent to arbitrate such cases within fourteen (14) calendar days of the notice of corrective action.

Section 11.3 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 11.4 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 leave (except sick 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 11.5 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 12
PERSONNEL RECORDS

Section 12.1 Personnel File. One official personnel file shall be maintained for each Bargaining Unit member and shall be in the custody of the University. The personnel file shall contain all the official records of the University regarding an individual Bargaining Unit member with the exception of medical records. Medical records shall be maintained in a separate file pursuant to applicable federal and state law and shall be considered confidential.

Section 12.2 Review of Personnel Files.

A. Every Bargaining Unit member shall be allowed to review their personnel files at any reasonable time upon written request to the University. Bargaining Unit members may also authorize their Union Representative or attorney to review the personnel file. Such request shall be made to the Manager of Human Resources for Public Safety directly responsible for maintenance of such files. No information in a Bargaining Unit member's personnel file will be shared with anyone outside the University, except as required by law. Once every calendar year, a Bargaining Unit member may make one (1) copy of the documents in their file at the University's expense.

B. If a request is made to inspect and/or copy records within the bargaining unit member's personnel file pursuant to Section 149.43 of the Ohio Revised Code, and if the University complies with this request, the University shall provide notification to the Bargaining Unit member of the nature of the request.

Section 12.3 Inaccurate Documents. Should any Bargaining Unit member have reason to believe that there are inaccuracies in documents contained in their personnel file; the bargaining unit member may notify the University in writing of the alleged inaccuracy. The Bargaining Unit member shall have the right to submit a written statement detailing their objections to the materials in question. Such statements by the Bargaining Unit member shall be attached to the material objected to.

Section 12.4 Material in Personnel Files. Bargaining Unit members shall be informed of the placement in their personnel files of documents that are likely to result in an adverse job action. Bargaining unit members shall be entitled to a copy of any document placed in their personnel files.

A Bargaining Unit member's signature on any performance evaluation shall be viewed by the parties hereto only as representation that the Bargaining Unit member has read it, and shall not be viewed as a representation that the Bargaining Unit member has concurred with the contents or comments thereon. Except as provided in Section 17.2, the Bargaining Unit member shall be the last person to sign a document requiring signatures and no other comments may be made on record copies thereafter. The Bargaining Unit member shall receive a copy of the evaluation in its final form when the Bargaining Unit member signs it.

ARTICLE 13
PROBATIONARY PERIOD

Section 13.1 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 more than ten (10) days during their probation may have the probationary period extended by the amount of days they are absent over ten (10) days.

ARTICLE 14
REDUCTION IN FORCE

Section 14.1 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) to the extent that such provisions are not in conflict with the terms of this article.

If the University decides a reduction in force is necessary, the Union and the employee(s) involved shall be given at least a thirty (30) day calendar notice prior to the effective date of the layoff. Upon request of either party, the University and the Union may meet prior to the effective date of the layoff to discuss alternatives to the layoff and the effect of the layoff on the Bargaining Unit members.

A layoff becomes effective at the end of the working day named in the written layoff notice. An employee's seniority becomes frozen at the time the layoff becomes effective.

In the event such a decision to reduce the workforce is made, the following procedure shall be used.

A. Prior to laying off any bargaining unit members, all part-time (less than forty [40] hours per week), temporary, and newly hired probationary Public Safety Dispatchers will be laid off first.

B. If after all part-time (less than forty [40] hours per week), temporary, and newly hired probationary Public Safety Dispatchers have been laid off and the University decides further reduction in force is necessary, bargaining unit members shall be laid off in accordance with their least number of years of seniority as defined in the seniority article of this Agreement.

Section 14.2 Exercise of Displacement Rights. Bargaining Unit members laid off as a result of this article may exercise displacement rights only within the Bargaining Unit. No Employee outside the Bargaining Unit shall be permitted to displace any Bargaining Unit members during the time that a reduction in force under this article is in effect.

Section 14.3 Recall. Laid off employees are eligible to be recalled to the bargaining unit position from which they were laid off in the inverse order in which they were laid off.

The University shall provide notice of recall to laid off employees by certified mail at their last known address. The employee shall be responsible for providing the University with a current address. Recall rights are lost if the employee fails to accept the offered position within seven (7) calendar days from the recall notice. If the employee is on vacation or absent from his or her residence for more than seven (7) consecutive calendar days for any reason, the employee must provide the University with an address where the recall notice can be received. The laid off employee's return to work after accepting a recall will be set by mutual agreement between the employee and the University.

A laid off employee is eligible for recall pursuant to this article for one (1) year from the effective date of the layoff, after which the employee loses all seniority and is no longer eligible for recall.

Section 14.4 Furloughs. The parties acknowledge that the University promulgated an Interim Policy concerning Furloughs (Policy Number 4.50) that was effective July 1, 2020 that is applicable to those covered by this Agreement. The Union reserves its right to request to bargain any specific details should the University announce impending furloughs in the Department of Public Safety that affect this bargaining unit.

ARTICLE 15
SENIORITY

Section 15.1 Seniority. Seniority shall be defined as a Bargaining Unit member's uninterrupted length of continuous service with the University as a Public Safety Dispatcher, 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.

Seniority for Bargaining Unit Members hired as a Public Safety Dispatcher prior to October 8, 2008 shall be their continuous service date with the university.

Section 15.2 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 15.3 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 16
NO STRIKE – NO LOCKOUT

Section 16.1 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 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 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 16.2 University Pledge. The University agrees not to lockout Bargaining Unit members during the terms or extensions of this Contract.

Section 16.3 Members' Responsibilities. If any Bargaining Unit member(s) is found in violation of section 16.1 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 17
PERFORMANCE EVALUATION

Section 17.1 Performance Appraisal. A Bargaining Unit member's performance shall be evaluated on the basis of the duties and functions prescribed in the University position description of the Bargaining Unit member, unless specific duties or functions are exempted from such evaluation by the Director of Communications and Security Technology Division or unless, through no fault or act of omission on the part of the Bargaining Unit member, the Bargaining Unit member had no opportunity to perform any such duties or functions.

Section 17.2 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 Bargaining Unit member has read it and shall not be viewed as a representation of concurrence in any or all of the contents or comments thereon. The Bargaining Unit member shall be the last person to sign a performance evaluation, except for the signatures of the Director of Communications and Security Technology Division and the Assistant Vice President for Public Safety. No evaluative comments may be made on record copies thereafter, unless the Bargaining Unit member is provided the opportunity to respond. The Bargaining Unit member shall receive a copy of the evaluation or any letter or document representing performance evaluation in its final form. Performance evaluations will be maintained in accordance with University policy 1.2, personnel records, which is six (6) years from the date of separation.

ARTICLE 18
HOURS OF WORK AND OVERTIME

Section 18.1 Regular Work Week. Forty (40) hours of work shall constitute a regular work week for Bargaining Unit members. Such hours shall be scheduled in consecutive work days followed by consecutive days off.

Section 18.2 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 18.3 Required Overtime.

It is understood by Bargaining Unit members that they shall make themselves available for required overtime work on orders from the University to assist during unexpected situations,

which do not allow for pre-scheduling. To determine which Bargaining Unit members will be required to work overtime that is not pre-scheduled (as in call-off situations) either during daily operations or for special events, the following procedure will be used:

> As soon as the Director of Communications or supervisor is made aware of the need for additional staff, the Director of Communications or supervisor will ask the on-duty Bargaining Unit members if they are willing to cover the needed shift. If no on-duty Bargaining Unit member volunteers, a RAVE will be sent out and if the RAVE does not result in member volunteers, the regularly scheduled Bargaining Unit member who is on duty immediately preceding the need for overtime and who has worked the least amount of overtime will be mandated. A member mandated pursuant to this procedure may then contact other Bargaining Unit members to see if any of them are interested in working the needed shift. If no other Bargaining Unit member is willing to work the overtime assignment, the mandated member is required to work the overtime assignment.

In the event of pre-scheduled overtime (for such things as, but not limited to, time-off requests or University events), in which an inadequate number of Bargaining Unit members have volunteered, the University may assign such additional Bargaining Unit members to meet the number required giving due consideration to the Bargaining Unit members 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.

When it is determined by management that overtime is needed, including overtime for daily operations or overtime for such things as special events, Bargaining Unit members covered by this Agreement shall have the first right of refusal over dispatch supervisors for posted overtime. However, this first right of refusal shall only be applicable if a Bargaining Unit member takes all the hours that need to be covered by the posted overtime.

For the purposes of assigning required overtime only, a Bargaining Unit member who is released from training will be credited with either their accumulated overtime hours or the average amount of overtime hours of all other Bargaining Unit members, whichever is higher.

Should Bargaining Unit members take a leave of absence for thirty (30) calendar days or longer, they will receive the average number of accumulated overtime hours worked by the other Bargaining Unit members for the duration of their leave of absence. The average accumulated overtime hours of the other Bargaining Unit members will be added to the member's overtime balance upon the member's return from the leave of absence.

Section 18.4 Overtime Absence. Once members volunteer to fill a pre-scheduled overtime assignment, they are obligated to work that assignment as if it was part of their regular work schedule. If, for some reason, the member who signed up to fill the pre-scheduled overtime assignment is unable to keep that obligation, that member is responsible to find a substitute to fill the assignment and notify the supervisor who the substitute will be. This requirement may be waived due to a documented illness, documented injury, or documented family emergency, in

which case the member will contact the supervisor. In the event the member fails to provide the required documentation, the member may be subject to disciplinary action.

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 18.5 Overtime Equalization Policy. The University shall determine the availability of overtime. Good faith efforts will be made to equally distribute all overtime opportunities (both regular and special details overtime) among Bargaining Unit members who are qualified to perform the work assigned, who customarily perform the work assigned and who are available for a pre-scheduled assignment. For the purpose of effecting equal distribution of departmental overtime, the department shall maintain a system of record keeping of overtime worked by Bargaining Unit members. The system will require that reasonable efforts will be made to offer overtime opportunities to all Bargaining Unit members, and, whenever practical, will result in the assignment of overtime to the Bargaining Unit member with the fewest overtime hours beginning on July 1st and running through June 30th. To determine which Bargaining Unit members will be required to work pre-scheduled overtime, the University will post such overtime whenever practical where all Bargaining Unit members have access to sign up for it and will award the overtime using the following procedures:

> First Priority The member who signs up for the posted overtime and who has the lowest accumulated yearly overtime total to date will be selected to work the overtime.
>
> Second Priority If more than one (1) member is needed to fill the overtime posted, then the Bargaining Unit member who signs up for the overtime with the next lowest accumulated yearly overtime total to date will be selected to work the remaining overtime.

The dispatcher who volunteers to work all, or the greater portion of the overtime assignment shall be the member selected to work the assignment.

If it is determined that a Bargaining Unit member has not been given his/her overtime opportunity, it will be the sole obligation of the University to give preference to such Bargaining Unit member in future overtime assignments to correct the imbalance of opportunity.

Section 18.6 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 18.7 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 Bargaining Unit members request compensatory time off at least 45 calendar days in advance, the employer will, within five (5) working days of the request being made, notify the member whether or not his/her request has been approved. Approval for compensatory time shall not be unreasonably withheld. As soon as the employer notifies the member that his/her request has been approved, and if the employer determines that the shift will be filled, the employer will post the overtime assignment to cover the member's request. If there are no volunteers to cover this need for overtime, and if the employer determines that the shift will be filled, a mandate to cover the shift will occur no less than seven (7) calendar days in advance of the beginning of the shift that needs to be covered. The employee being mandated will have the lowest number of overtime hours worked and will be notified by a supervisor. In the event the employee being mandated is on an approved leave and cannot be provided seven (7) calendar days notice, the supervisor shall mandate the employee with the next lowest overtime hours worked. 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 their 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 regular 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, 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 18.8 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 foresee ability of the scheduler, requires such change in fewer than fourteen (14) calendar days. A temporary assignment will be no longer than eighty (80) working hours, and the affected Bargaining Unit member shall not be moved more than twice in a calendar year with the exception of (1) training assignments, the scheduling of which shall be at the discretion of the University and (2) internal review matters where the Director of Communications 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) calendar days. When a schedule change is mutually agreed upon by Management and the Bargaining Unit member to meet a special need of the Department, the aforementioned time required may be waived. 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 Department. Once posted, individual Bargaining Unit member's work schedule will not be changed for the purpose of avoiding overtime and compensatory hours accumulation.

Section 18.9 Assignment Selection. Assignment selections shall be made as follows:

A. Shift bidding shall take place once per year. 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 20 of the Agreement.

No temporary Dispatcher 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. Only Bargaining Unit members who have been released from the formal C.T.O. program may be permitted to participate in the assignment selection process as described in sub-section A above. There shall be no exceptions to this requirement. Trainees, upon completion of the formal C.T.O. program, shall be placed into a shift at the discretion of Management and shall remain there until the next regularly scheduled shift assignment selection bid period.

2. However, if a dispatch trainee is released from the formal C.T.O program in the first 6 months, a re-bidding process to cover the second 6 months shall take place. If such re-bid process is needed it shall be done pursuant to the bidding procedure described in Subsection A above. This re-bid shall take place just prior to the beginning of the second vacation bid that will take place as per Section 20.4 (A). Management agrees to meet with the Union to discuss proposed options for the re-bid prior to the re-bid taking place.

3. During Bargaining Unit members' probationary period, they may be reassigned to the C.T.O. program for any necessary or additional training.

4. No provision of this sub-section shall affect or modify Section 18.8 pertaining to work schedules.

Section 18.10 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 his or her part of the agreement as if he or she 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 18.2.

Section 18.11 Training Assignments. Working schedules and assignments may be impacted by training as follows:

A. For a period not to exceed one hundred twenty (120) hours per calendar year and when the University determines a need for Bargaining Unit members to be trained, the University may require Bargaining Unit members to report for training assignments outside their normal work hours. Training assignments will be scheduled in blocks of time of not less than four (4) hours. For the purposes of this section, Bargaining Unit members may be assigned outside their normal working hours no more than six (6) times per calendar year. Training

done in an overtime status with Bargaining Unit members will be compensated in accordance with Article 18. Bargaining Unit members will be notified at least fourteen (14) calendar days in advance of the scheduled training. Departmental/divisional meetings do not constitute training under this article.

B. Specialized training shall be defined as any training, other than regular Department/division training, that is provided to Bargaining Unit members for the purpose of enhancing the Bargaining Unit member's knowledge, skills, and abilities. Any Bargaining Unit member requesting specialized training shall submit a written request of such training to that Bargaining Unit member's immediate supervisor. The University shall post approved requests for specialized training within ten (10) calendar days after approval of the request. Whenever reasonably possible, the University shall inform the Bargaining Unit member of such approval at least fourteen (14) calendar days in advance of the approved training opportunity. Such posting will indicate the name of the Bargaining Unit member requesting the training, the type of training requested, and the disposition of the Bargaining Unit member's request. If a Bargaining Unit member requests and is approved for specialized training, the Bargaining Unit member will, when requested, share with Ohio State University personnel, in whole or in part, the subject matter addressed by the course.

Section 18.12 Temporary/Full time. Any employee who works in a classification covered by this collective bargaining agreement as a temporary full-time employee for a continuous period of six (6) consecutive months (time off on unpaid leave does not count towards the six (6) month calculation) shall be deemed to be a regular full-time employee.

ARTICLE 19
COMPENSATION

Section 19.1 Base Wages.

A. Effective the pay period which includes September 1, 2023, (FY 24), the following compensation scale will apply to all Bargaining Unit members. Upon the execution of the Agreement, Bargaining Unit members shall be placed into the appropriate wage step based on the member's completed years of service as a Public Safety Dispatcher as of September 1, 2023. 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 step five (5) will not advance further on the pay table.

Step	Hourly Rate
Entry	25.50
Step 1	27.06
Step 2	28.63
Step 3	30.20
Step 4	31.76
Step 5	33.32

B. The entry rate for new Employees is reflected in the hourly wage scale above. However, at the discretion of the Director of Public Safety, a new Employee may be offered a wage rate commensurate with their prior public safety dispatching experience compared to that of an existing Bargaining Unit member but shall not exceed Step 2 in the wage scale.

C. Effective with the pay period that includes September 1, 2024 (FY 25) hourly rates in the wage scale will be adjusted to provide the equivalent of the aggregate percent increase if the equivalent of the aggregate percent increase established for non-bargaining unit Classified Civil Service employees in the fiscal year 2025 guidance memorandum issued by the University for the annual merit compensation process for non-bargaining unit Classified Civil Service employees is above 0%.

D. Effective with the pay period that includes September 1, 2025 (FY 26) hourly rates in the wage scale will be adjusted to provide the equivalent of the aggregate percent increase if the equivalent of the aggregate percent increase established for non-bargaining unit Classified Civil Service employees in the fiscal year 2026 guidance memorandum issued by the University for the annual merit compensation process for non-bargaining unit Classified Civil Service employees is above 0%.

E. Notwithstanding Sections (A), (C), and (D) 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 19.2 Shift Differential. Bargaining Unit members who work a minimum of four 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 19.3 Communications Training Officer. Any Bargaining Unit member who serves as a 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 (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. In order to be eligible to be assigned as a training officer, a member must have completed the new hire probation period and have served at least one (1) additional year as an OSU Public Safety Dispatcher.

Section 19.4 Court Time. When a Bargaining Unit member is required to report to court outside their normal work schedule, in association with their duties as a University Employee, they 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 19.5 TAC Officer. Any Bargaining Unit member assigned as a "TAC Officer" shall be plus rated at fifty-cents ($0.50) per hour for all hours worked**.** Any Bargaining Unit member assigned as an "Assistant TAC Officer" shall be plus rated at thirty-five cents ($0.35) per hour for all hours worked.

Section 19.6 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 19.7 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 Director 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 [17] hours), unless otherwise specified by the University.

ARTICLE 20
VACATIONS

Section 20.1 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 20.2 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 20.3 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 20.4 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 15) 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 15) honored as provided herein.

There shall be two (2) separate "rounds" of vacation bidding during each bid period. Bidding shall be by seniority with the highest seniority going first. Employees are permitted to bid for a maximum of ten (10) workdays per bid period but can be spread over the two separate rounds of bidding. The first round of vacation bidding shall bid for blocks of 3 consecutive days or more, but no more than 10 consecutive days. The second round of vacation bidding shall be for 2 consecutive days or less. At no time shall the total number of vacation days per bid period (both rounds together) exceed a total of 10.

Some examples:

- In the 1st round, a bid for 10 consecutive days leaves no days available for bid in the second round
- In the 1st round bids for two separate blocks of 3 consecutive days (total 6) plus one block of 4 consecutive days (total 10) leaves no days available for bid in the second round
- In the 1st round a bid for 7 consecutive days leaves 3 days available for bid in the second round

Employees who only want less than 3 days (but want them to be assured based on seniority) must wait until the 2nd round, as the first round is only for consecutive days of no less than 3, but no more than 10.

Regular days off (RDOs) occurring at the beginning and/or end of the consecutive days of vacation shall not count toward the number of vacation days per each bid.

During the first round of bidding (as "rounds" are described in this article) each bid period each Bargaining Unit member will be assigned up to 48 hours by seniority to submit an annual vacation leave request to the supervisor. During the block of time assigned to each member, no other Bargaining Unit member may submit a vacation leave request unless notified that the prior person has already made his/her selection.

During the second round of bidding (as "rounds" are described in this article) each bid period each Bargaining Unit member will be assigned up to 24 hours by seniority to submit an annual vacation leave request to the supervisor. During the block of time assigned to each member, no other Bargaining Unit member may submit a vacation leave request unless notified that the prior person has already made his/her selection.

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 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. 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 will be given first choice. 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 (2) 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.

B. Other Vacation Leaves. Notwithstanding the annual leave process, when Bargaining Unit members request vacation for casual leave at least forty-five (45) calendar days in advance, the employer will, within five (5) working days of the request being made, notify the member whether or not his/her request has been approved. As soon as the employer notifies the member that his/her request has been approved, and if the employer determines that the shift will be filled, the employer will post the overtime assignment to cover the member's request. If there are no volunteers to cover this need for overtime, and if the employer determines that the shift will be filled, a mandate to cover the shift will occur no less than seven (7) calendar days in advance of the beginning of the shift that needs to be covered. The employee being mandated will have the lowest number of overtime hours worked and will be notified by a supervisor. In the event the employee being mandated is on an approved leave and cannot be provided seven (7) calendar days notice, the supervisor shall mandate the employee with the next lowest number of overtime hours worked.

When two or more Bargaining Unit members choose the same vacation time for casual leave and operational needs require the limitation of the number of Bargaining Unit members who can be off, the Bargaining Unit member who requested the leave first will be granted the leave.

When a Bargaining Unit member requests vacation less than forty-five (45) calendar days in advance, the University will consider such requests when operational needs permit. In these cases, the Bargaining Unit member will be notified as soon as practicable but no later than two (2) business days before the requested time off is to commence.

C. 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 20.5 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 3 of this Article and provided the Bargaining Unit member has at least one (1) year of continuous service with the University.

Section 20.6 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 20.7 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 21
HOLIDAYS

Section 21.1 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	- Observed the last Monday in May
Juneteenth Day	- June 19
Independence Day	- July 4
Labor Day	- First Monday in September
Columbus Day	- Observed the day after Thanksgiving
Veterans' Day	- November 11
Thanksgiving Day	- Fourth Thursday in November
Christmas Day	- December 25

Section 21.2 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 21.3 Holiday Pay. Bargaining Unit members will be eligible for and paid in accordance with the University holiday pay policy.

ARTICLE 22
INSURANCE

Section 22.1 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.

Section 22.2 Co-Payments.

(A). An adjustment to each bargaining unit member's contribution percentage may be made based upon the member's participation or non-participation in the Personal Health Assessment (PHA) or similar participation in specified preventive care, wellness, care management or related healthcare programs or initiatives. Members will be provided an alternative means to complete the web-based PHA tool, if requested by such member; and

(B). For plan years following 2010, the University may also allow a premium adjustment to be made for any covered spouse or same-sex domestic partner based on participation in the PHA or similar participation in specified preventive care, wellness, care management or related healthcare programs or initiatives; and

(C). Bargaining unit members may be offered the opportunity to enroll in plans other than the "core" plan, and will pay the difference between the applicable premium for the "core" plan and the total applicable premiums for the plan in which the member is enrolled.

Only the fact of the member's completion of the PHA or participation in a similar program shall be released to the University Office of Human Resources. Personal health information (PHI) gathered in the PHA or similar document, including member responses, risk scores or recommendations, shall be considered a confidential medical record and shall not be released to the University Office of Human Resources, the Department of Public Safety, the Division of Police, or any other party who is not directly involved in providing care or care management to the member or without the prior written consent of the member.

The employer subsidy percentage of the applicable premium for full-time bargaining unit members enrolled in a university offered health plan will be set at the same amount as for all other non-bargaining unit staff at the University enrolled in the same health plan.

Section 22.3 Retirement Benefits. Bargaining unit members, if eligible, may participate in the retirement benefit program offered to retirees as currently in effect and as may be determined during the term of this Agreement.

Section 22.4 Insurance Holiday. If the University declares an insurance premium holiday, it shall also apply to bargaining unit members covered by this Agreement.

ARTICLE 23
ATTIRE AND EQUIPMENT

Section 23.1 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 23.2 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 23.3 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 23.4 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 24
SICK LEAVE

Section 24.1 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 24.2 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 a member of their immediate family.
2. Medical, dental, or optical examinations or treatment of the Bargaining Unit member or their immediate family, 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 11 of this agreement, whether or not the sick leave has been approved and/or paid.

Section 24.3 Mark-Off. When a Bargaining Unit member is unable to report to work, the Bargaining Unit member shall notify their immediate Supervisor or other designated person, as soon as possible but no later than two (2) hours prior to their assigned shift, absent extenuating circumstances, and shall leave a telephone number where the member may be reached by the Supervisor.

Section 24.4 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 their accrued sick leave, will be permitted to charge such absence to their available vacation time or compensatory time.

Section 24.5 Retirement Conversion. Bargaining Unit members retiring with 10 or more years of state service will be paid one-fourth 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 24.6 Family and Medical Leave. Family and Medical Leave and Parental Leave will be provided in accordance with Federal Law and University Policy.

Section 24.7 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 consultation 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.

Section 24.8 Sick Leave Incentive Programs.

A. Special Sick Leave Conversion: A member who has accumulated seven hundred sixty (760) or more hours of sick leave as of the beginning of the pay period that includes June 15th in any calendar year covered by this Agreement may elect to convert a maximum of forty (40) hours of such unused sick leave to forty (40) hours of vacation leave provided the member does not have any active discipline for attendance policy violations. This special conversion option may be exercised only in the first pay period in July. Converted vacation is subject to existing policies and rules regarding the accrual and use of vacation.

B. During the duration of this agreement the University and the Union may investigate or pilot alternative systems related to attendance. Such systems may include:

1. Rewards and incentives,
2. Alternative attendance programs such as paid time off plans, or
3. Alternative corrective action procedures for attendance.

Such programs may only be implemented by mutual agreement.

ARTICLE 25
OTHER LEAVES

Section 25.1 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 25.2 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 25.3 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 such 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 25.4 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 25.5 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 25.6 Worker's Compensation. When a Bargaining Unit 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 25.7 Continuation of Benefits. A Bargaining Unit member who is on an approved medical or paid parental leave of absence will have their 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. A member receiving such leave must make arrangements with the Office of Human Resources/Benefits Administration for the continuation of benefits.

ARTICLE 26
DURATION

Section 26.1 Duration. Except as provided in Article 1, this Agreement contains the full and complete Agreement between the parties. This Agreement shall be effective September 1, 2023 and shall continue in full force and effect until and including August 31, 2026.

Section 26.2 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 26.3 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 have caused this agreement to be executed this 18th day of September, 2023.

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

Keith Washburn
General Counsel

Matthew Tardino
Bargaining Committee Member

On behalf of The Ohio State University:

Mary K. Hall
Interim Senior Vice President for Talent, Culture and Human Resources
Office of Human Resources

Monica M. Moll
Director
Department of Public Safety

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

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

Todd Hunter
Human Resources Director
Department of Public Safety

David Simpson
Chief Spokesperson
Labor Relations Manager
Office of Human Resources

Dawn Smith
Employee and Labor Relations Specialist
Office of Human Resources

Donald B. Gibson
Labor Relations Specialist
Office of Human Resources