AGREEMENT

between

THE OHIO STATE UNIVERSITY

&

FRATERNAL ORDER OF POLICE
Ohio Labor Council, Inc.

Case Number: 2023-MED-06-0480

Covering full-time Dispatchers, including Lead Dispatchers employed by the Ohio State University Wexner Medical Center

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 (OSU), hereinafter referred to either as the "University" or the "Hospitals" or the "Medical Center", and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as the F.O.P. / O.L.C., the Labor Council 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 Medical Center, 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 Ohio Department of Administrative Services’ rules. Where this Contract is silent, the provisions of applicable law and the policies and procedures of the Wexner Medical Center Security, the Wexner Medical Center, 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.

Working days as used herein shall not include Saturdays, Sundays, or holidays. 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 and the Medical Center recognize 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 Dispatchers, including Lead Dispatchers employed by the Ohio State University Wexner Medical Center.

Excluded: All other Employees.

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. Dues shall be deducted once per month in the pay period that does not include the deduction for parking. 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. Said payment may be made electronically. Nothing herein shall prohibit Union members covered by this Contract from submitting dues directly to the Union.

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 Medical Center shall notify the FOP/OLC of any new hires within the bargaining unit upon request.
The Medical Center will provide the FOP/OLC a roster of all bargaining unit employees in accordance with Section 14.3 herein.

Should the Medical Center receive a notice from a bargaining unit member wishing to cease dues deduction and withdraw from FOP/OLC membership, the Medical Center 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 Medical Center 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 Medical Center harmless from any claims, actions or proceedings by any Employee arising from deductions made by the Medical Center 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 Medical Center 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 Medical Center.

**Section 3.5 Meeting Locations.** The Union shall be permitted, upon prior notification to the Medical Center, to hold meetings, for the Bargaining Unit membership, in reservable space at the Medical Center 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 Director of Health Systems Security, 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. Approval of such space request shall not be unreasonably denied.

The Medical Center 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 Medical Center. However, if it is not practicable for the Medical Center to provide the requested location to the Union, the Medical Center will so notify the Union and make every effort to provide for an alternate meeting location in another building, room or facility. No Bargaining Unit members shall attend the above-referenced meetings while on duty without receiving prior approval from the Director of Health Systems Security (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 Medical Center information discussed at said meetings.

**Section 3.6 Ballot Boxes.** The Union shall be permitted, upon prior notification to the Director of Health Systems Security, 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 Medical Center’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 Medical Center 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 Medical Center 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 their work station without prior approval of the Director of Health Systems Security. No outside representative of the Union shall be permitted in any restricted area without prior approval of the Director of Health Systems Security.

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 Director of Health Systems Security shall be allowed reasonable time off during regular working hours to investigate a grievance, consult with the Medical Center 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 (1) 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 Health Systems Security 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 Medical Center 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 Medical Center 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 Health Systems Security.

Upon approval from the Director of Health Systems Security 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.

**ARTICLE 4**

**MANAGEMENT RIGHTS**

**Section 4.1 Management Rights.** To assure that the Medical Center 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 patients, faculty, staff, students and visitors, the Medical Center retains the right to determine office policies, procedures, and to manage the affairs of the Medical Center 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 Health Systems Security 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 Medical Center’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 Medical Center;

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 Medical Center’s operation;

M. To determine and implement necessary actions in emergency situations; and

N. The Medical Center 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 Medical Center not expressly restricted or modified herein and as permitted by law shall remain the function of the Medical Center.

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, ancestry, color, disability, ethnicity, gender, gender identity or expression, genetic information, HIV/AIDS status, military status, national origin, pregnancy, race, religion, sex, sexual orientation, or veteran status or any other bases under the law.

Section 5.2 Medical Center Pledge. The Medical Center 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 Medical Center or any representative of the Medical Center 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 Ohio Revised Code.

**Section 5.4 Gender Reference.** All reference to individuals in the Contract designates all genders, and whenever a gender is used, it shall be construed to include all genders.

**ARTICLE 6**  
LABOR/MANAGEMENT MEETINGS

**Section 6.1 Meetings.** In the interest of sound labor/management relations, and 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 semi-annually at mutually agreeable times, but may be held more often by mutual agreement of the parties.

A proposed agenda will be exchanged by the parties at least five (5) calendar days in advance of the scheduled meeting with a list of matters to be addressed 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 unless the parties agree otherwise. Additional matters not on the agenda may be discussed at the meeting upon agreement of the parties.

Each party shall be responsible to take its own notes during the meeting unless they agree that one party will take notes for both. Each party shall be responsible to disseminate information from the meeting to its own constituency unless they agree otherwise during the course of the meeting.

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 if both parties agree;

D. Consider and discuss health and safety matters relating to employees in the Bargaining Unit;

E. Discuss ways to increase productivity and improve efficiency; and
F. Discuss any other items the parties mutually agree to discuss.

ARTICLE 7
CONTROL CENTER PROTOCOLS

Section 7.1 When Bargaining Unit members have concerns with Control Center protocols, they will timely report those concerns to a supervisor. The parties will work together to create and modify protocols for Dispatch Operations and such protocols will be made available to all departmental employees. Employees in the Bargaining Unit are required to adhere to the Control Center protocols of the Wexner Medical Center Security.

ARTICLE 8
GRIEVANCE PROCEDURE

Section 8.1 Definition. Except as provided in section 8.2, 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 coaching, taken by the Medical Center against any bargaining unit member, may be appealed to Step 2 of the grievance procedure, but shall not be appealed to Step 3 (arbitration).

Section 8.2 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 8.3 Qualifications. All grievances must proceed through the Grievance Procedure described in Section 8.5 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 shall be initiated at Step 2.
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. Grievance advancement in this circumstance shall not be interpreted as a failure to follow the Grievance Procedure Steps by the Union.

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 8.4 Grievance Form.** The aggrieved Bargaining Unit member shall use a written grievance form supplied by the Union 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 8.5 Grievance Procedure.** It is the mutual desire of the Medical Center 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 Medical Center 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, Bargaining Unit members should first attempt to resolve a grievance informally by initially discussing the matter with their immediate supervisor not more than 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 Health Systems
Security (or designee).

B. **Step 1 – Director, Health Systems Security.** The Director of Health Systems Security (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 – Office of Human Resources.** If the grievance is not resolved in Step 1 and the
Bargaining Unit member or the Bargaining Unit member after consultation with the Union
Representative wish to proceed to Step 2, the Bargaining Unit member shall present the
written grievance to the Manager of Labor Relations for the University (or designee) within
fourteen (14) calendar days from receipt of the Step 1 answer. The Manager of Labor
Relations for the University (or designee) shall investigate the matter and shall meet with the
Employee and the desired representative, if any, within fourteen (14) calendar days of receipt
of the grievance. A written response to the grievance shall be provided to the bargaining unit
member and the representative within fourteen (14) calendar days following the meeting at
Step 2.

D. **Step 3 – Arbitration.** If a grievance is not satisfactorily resolved at Step 2, 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 for the University (or designee)
within fourteen (14) calendar days following the date of the response outlined in Step 2, 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 Medical Center 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 the 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 Medical Center has established the material facts supporting 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 FOP/OLC 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 8.6 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 Medical Center designated representative interview appropriate witnesses with first-hand knowledge of the matter being grieved and review any pertinent information.

At Step 3, 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 Health Systems Security will issue approval subject to staffing and availability of coverage.

Section 8.7 Extension of Time Limits. It is the Medical Center’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 9
INTERNAL REVIEW PROCEDURES

Section 9.1 The Wexner Medical Center agrees to provide, and Bargaining Unit members shall be entitled to all rights accorded them with regard to internal investigations, interrogations and/or reviews by state and federal statutes, case law, and University and/or Medical Center policies.

ARTICLE 10
CORRECTIVE ACTION

Section 10.1 Discipline for Cause. No Bargaining Unit member shall be reprimanded, suspended, reduced in pay, or removed, except for just cause. The Medical Center may take disciplinary action for conduct occurring while a Bargaining Unit member is on duty; working under color of employment for the Medical Center; or is off-duty representing themselves as an Employee of the Medical Center; or while engaged in conduct that might affect the ability to perform their duties as Employees or bears a nexus to the workplace.

Section 10.2 Progressive Discipline. Except in instances where a Bargaining Unit member engages in serious misconduct, the facts and circumstances of which could justify moving directly to suspension or discharge, discipline will be applied in a progressive manner. When applying progressive discipline the Medical Center 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 a written coaching before a Level One Notice, a Level One Notice before a Level Two Notice, and a Level Two Notice before removal.

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

Terminations are only appealable directly to Step 3 (Arbitration) of the grievance procedure as outlined in Article 8, Section 8.5 (D). 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 10.3 Disciplinary Action. Where there is reason to believe that a Bargaining Unit member has engaged in conduct that may lead to reduction in pay or removal, a Pre-Disciplinary hearing will be scheduled. The Medical Center shall provide the Bargaining Unit member with all available evidence supporting the allegations.
Section 10.4 Pre-Disciplinary Hearing. When allegations are specified by the Medical Center, 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 Office of Human Resources (or designee).

Not less than seven (7) calendar days prior to the scheduled Pre-Disciplinary hearing, the Medical Center 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 Office of Human Resources (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.

Section 10.5 Retention of Disciplinary Records. All disciplinary actions of record will be maintained in each Bargaining Unit member’s personnel file throughout the period of employment. However, once records of discipline no longer have force and effect per this section and at the member’s request, the Employer shall remove the records from the member’s personnel file. Disciplinary records will not be considered for purposes of future disciplinary action more than three (3) years after issuance provided that no further misconduct has occurred within said three (3) year period following issuance. Should the University reduce the number of years the disciplinary records above have force and effect, this section will be modified to reflect those changes.

In the event that misconduct occurs during the specified time limit(s), the initial disciplinary action shall be considered for the duration of the time period for which the most recent documented disciplinary action is to remain in effect, pursuant to this Article.

ARTICLE 11
PERSONNEL RECORDS

Section 11.1 Personnel File. The Parties acknowledge that the University’s Policy 1.20 concerning Personnel Records, as currently in effect (last edited January 22, 2021) and may be amended by the University during the term of this Contract, is applicable to those covered by this Agreement.
ARTICLE 12
PROBATIONARY PERIOD

Section 12.1 Probationary Period.

A. 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.

B. Employees who have previously served as a Wexner Medical Center Security employee and become a member of the Bargaining Unit covered by this agreement without any interruption (other than use of leave time of fourteen (14) days or less between positions) will be required to successfully complete a probationary period of six (6) months from the first day they work as full-time dispatchers.

C. Bargaining unit members who are promoted to a higher level position in the bargaining unit will be required to successfully complete a probationary period of six (6) months from the first day they work in the higher level position. Should these members not successfully complete the six (6) month probation period, they shall be returned to their previous position, if one is available. If one is not available and they are terminated, and they have successfully completed a probationary period in another classification covered by this agreement, they shall have the right to appeal the termination under the grievance procedure of this contract.

D. Any probationary Bargaining Unit member absent from work and on approved leave (paid or unpaid) for more than ten (10) days during their probation may have the probationary period extended by the amount of days they are absent over the ten (10) days.

ARTICLE 13
REDUCTION IN FORCE

Section 13.1 Medical Center Pledge. The Medical Center 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 Medical Center 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 Medical Center 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 probationary (as probationary is defined in this agreement) employees in the bargaining unit member’s classification will be laid off first.

B. If after all part-time (less than forty [40] hours per week), temporary, and newly hired probationary employees have been laid off and the Medical Center decides further reduction in force is necessary in one or both classifications, 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 13.2 Exercise of Displacement Rights. Bargaining Unit members in the classification of Security Dispatcher laid off as a result of this article may exercise displacement rights only within their classification. Bargaining unit members in the classification of Lead Dispatcher may exercise displacement rights only within the Bargaining Unit by seniority as it is defined in the Seniority article. 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 13.3 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 Medical Center 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 Medical Center 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 their residence for more than seven (7) consecutive calendar days for any reason, the employee must provide the Medical Center 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 Medical Center.

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 13.4 Furloughs. The parties acknowledge that the University’s Interim Policy concerning Furloughs (Policy Number 4.50) is applicable to those covered by this Agreement. The Union reserves its right to request to bargain any specific details should the Medical Center announce impending furloughs that affect this bargaining unit.
ARTICLE 14
SENIORITY

Section 14.1 Seniority. Seniority shall be defined as a Bargaining Unit member’s uninterrupted length of continuous service with the Medical Center as a Wexner Medical Center Security Dispatcher, including Lead 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.

Section 14.2 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 14.3 Seniority List. The Medical Center shall provide the local Union Representative and the assigned FOP/OLC Staff Representative with a copy of an updated seniority list upon request. The seniority list shall contain, in order of seniority, the name and seniority date of each bargaining unit member.

ARTICLE 15
NO STRIKE – NO LOCKOUT

Section 15.1 Union Pledge. The parties to this agreement mutually recognize that the services performed by Bargaining Unit members are services essential to public order and safety. The Union, therefore, agrees that during the term of this agreement there shall be neither interruption of these services, for any cause whatsoever, by Bargaining Unit members, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work, or abstain in whole or in part from the full, faithful and proper performance of the duties of their employment. The Union further agrees that there shall be no strikes, sit-downs, slow-downs, speed-ups, "blue-flu", stoppages of work or any acts or other alterations of existing work performance patterns that interfere with the services of the Medical Center.

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 Medical Center has immediately notified the Union of said job action and the Union meets the following conditions:

A. Within not more than twelve (12) hours after notification by the Medical Center 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 15.2 Medical Center Pledge. The Medical Center agrees not to lockout Bargaining Unit members during the terms or extensions of this Contract.

Section 15.3 Members’ Responsibilities. If any Bargaining Unit member(s) is found in violation of section 15.1 such action shall render this entire agreement and the Medical Center’s responsibilities under it, null and void with respect to those Bargaining Unit members found in violation.

ARTICLE 16
PERFORMANCE EVALUATION

Section 16.1 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 Health Systems Security 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 16.2 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 prior to the finalization of the evaluation. 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 17
HOURS OF WORK AND OVERTIME

Section 17.1 Regular Work Week. Forty (40) hours of work shall constitute a regular work week for Bargaining Unit members. Such hours may be scheduled five (5) eight (8) hour days followed by two (2) consecutive days off or a combination of two (2) twelve (12) hour days and two (2) eight (8) hour days followed by three (3) consecutive days off.
Section 17.2 Overtime. For purposes of this Article “overtime” shall be defined as a work assignment which causes a Bargaining Unit member to work more than forty (40) hours in a work week. When Bargaining Unit members are required by the Department to work 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. For purpose of this section holiday benefit hours will be considered as hours worked. Holiday premium pay hours will count toward the calculation of overtime eligibility and will be used to offset any holiday benefit pay hours used in the calculation of overtime.

Section 17.3 Required Overtime.

It is understood by Bargaining Unit members that they shall make themselves available for required overtime work on orders from the Medical Center to assist during unexpected situations, which do not allow for pre-scheduling.

In the event of pre-scheduled overtime (for such things as, but not limited to, time-off requests or Medical Center events), in which an inadequate number of Bargaining Unit members have volunteered, the opportunity to sign up for this pre-scheduled overtime will be offered to other qualified non-bargaining unit staff. If no other qualified non-bargaining unit staff volunteer, a Bargaining Unit member will be mandated giving due consideration to the Bargaining Unit member’s regular assigned work week, their assigned voluntary overtime and/or written requests for exception by Bargaining Unit members. For the purposes of assigning mandated overtime only, members cannot be assigned until they have been released from their training period.

The pre-scheduled overtime opportunities (defined in the paragraph immediately above) shall be posted on the approved overtime site. Bargaining Unit members shall have the right of first refusal, and only they may volunteer to take the overtime during the first forty-eight (48) hours after it is posted. If, after the 48 hours have lapsed, and there remains a need for coverage, the process specified in the paragraph above shall be followed.

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 who are on duty immediately before the need arises shall have the first right of refusal over qualified non-bargaining unit staff.

Section 17.4 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 an appropriate 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 Medical Center 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 17.5 Overtime Equalization Policy.** The Medical Center 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. Bargaining unit members shall have the right of first refusal when equalizing overtime pursuant to this section. Other qualified non-bargaining unit staff may be offered the overtime, only after all Bargaining Unit members currently on duty have been offered then declined the opportunity. Bargaining Unit Members may be mandated as a last resort, per the procedure outlined in Section 17.3 herein.

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

**Section 17.6 Report Back Pay.** When full-time Bargaining unit members are ordered by the Medical Center 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 17.7 Compensatory Time.** A Bargaining Unit member may choose to take compensatory time in lieu of overtime compensation if such choice is indicated to management through the timekeeping system. Compensatory time shall be credited to the Bargaining Unit member and accumulated at the rate of one and one-half (1½) 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.

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. Compensatory time off cannot create overtime if requested less than thirty (30) days in advance. However, other qualified non-bargaining unit staff may be used for coverage in lieu of creating overtime when compensatory time is used by a Bargaining Unit Member at management’s discretion.
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. 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.

Section 17.8 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 foreseeability 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 Medical Center and (2) internal review matters where the Director of Health Systems Security 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 17.9 Assignment Selection. Assignment selections shall be made as follows:

A. Shift and days off bidding shall take place once per year. Bidding shall be by seniority as it is measured by the length of time members have worked as Wexner Medical Security dispatchers. No one other than Bargaining Unit members who have completed and successfully passed their newly-hired probation period (as it is defined in Article 12 herein) shall be permitted to participate in shift bidding and selection. Bidding will take place each year. Not later than the Monday of the first full week of June the Medical Center will determine and post the number of positions to be assigned to the work schedule. The shift selection process shall begin immediately upon posting. Each bargaining Unit member will be assigned up to forty-eight (48) hours in order of seniority as it is defined in this Sub-Section (17.9 A) to submit their shift bid request to the manager.
Shifts and days off shall be effective in the pay period that includes August 1. If a member leaves employment as a Wexner Medical Center Security dispatcher for any reason in the first six (6) months after the bid is effective, shifts and days off shall be re-bid pursuant to this section. If a member leaves employment as a Wexner Medical Center Security dispatcher for any reason in the second six (6) months after the bid is effective, Management may fill the opening at its discretion until the next regularly scheduled shift and days off selection bid period.

B. Choices made pursuant to Sub-Section (A) will be honored except when the Medical Center 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. Once the Medical Center has decided to fill a Medical Center Dispatcher vacancy, it will communicate its intention to post and fill the vacancy to bargaining unit members. The Bargaining Unit will have seven (7) calendar days following the announcement to determine if a rebid is desired. If no rebid request is submitted within the seven (7) calendar days, the Medical Center may post the vacancy at its discretion.

   If a rebid is requested, within the seven (7) calendar days, the shift selection process shall begin immediately upon posting. The Bargaining Unit will have seven (7) calendar days to conduct and communicate the complete bid request to the manager. If no rebid is completed and communicated within the seven (7) calendar days, the Medical Center may post the vacancy at its discretion.

2. During Bargaining Unit members’ probationary period, they may be reassigned to the Dispatcher training program for any necessary or additional training.

3. No provision of this sub-section shall affect or modify Section 17.8 pertaining to work schedules.

Section 17.10 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 the manager. The shift trade shall only be done with the prior approval of the immediate supervisor. Once the shift trade has been approved, each member is obligated to fulfill their part of the agreement as if they had been originally assigned to work that shift. When participating in a shift trade as described in this section, neither member will receive overtime pay unless they meet the overtime threshold as stated in Section 17.2.

Section 17.11 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 Medical Center 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 two (2) 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 17. 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.

**ARTICLE 18**

**COMPENSATION**

Section 18.1 Base Wages.

A. The entry rate for new bargaining unit members hired on or after September 1, 2023 shall be $20.00 per hour for Dispatchers and $22.00 for Lead Dispatchers. However, at the discretion of the Director of Health Systems Security, a new employee may be offered a wage rate commensurate with their prior relevant experience.

Effective September 1, 2023, bargaining unit members whose base rate of pay is below the entry rate above shall be moved to the new entry rate.

B. Effective September 1, 2023, bargaining unit members may be eligible for an equity adjustment to their base pay compared to the wage rates and years of relevant experience of other members.

C. Effective September 1, 2023, bargaining unit members may be eligible for a merit increase to the base rate of pay based on their 2023 performance evaluation (P3) in accordance with the following schedule:

<table>
<thead>
<tr>
<th>RATING</th>
<th>PERCENTAGE</th>
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<tbody>
<tr>
<td>Does not Meet</td>
<td>0.0%</td>
</tr>
<tr>
<td>Achieves</td>
<td>3.0%</td>
</tr>
<tr>
<td>Exceeds</td>
<td>3.5%</td>
</tr>
</tbody>
</table>

D. Effective September 1, 2023, bargaining unit members shall receive a 5.0% market increase to their base pay.

E. Effective the pay period that includes September 1, 2024 and the pay period that includes September 1, 2025, bargaining unit members shall participate in the Medical Center’s annual compensation review process and shall be eligible for merit-based increases to their pay in accordance with the review process.
**Section 18.2 Shift Differential.** Members who work between the hours of 3:00 pm and 8:00 am will receive a shift differential equal to fifteen percent (15%) of their base hourly wage for all hours worked. Members who work weekends shall receive weekend incentive pay of two dollars and twenty-five cents ($2.25) per hour in addition to their shift differential. Weekend work is defined as those hours worked 11:00PM Friday and 11:30PM Sunday.

**Section 18.3 Training Dispatcher Differential.** Any Bargaining Unit member who is given a training assignment shall receive a training differential of $1.00 per hour in addition to their regular rate of pay for that shift during which that training occurs. Training assignments shall be assigned by the Director, Health Systems Security 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 dispatcher, a member must have completed the probation period as defined in Article 12 herein.

**Section 18.4 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 Medical Center employee, they shall be credited with a minimum of four (4) hours service. Such time will be paid at one and one-half (1½) times the Bargaining Unit member regular hourly rate, if it places them in an overtime status.

**Section 18.5 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 18.6 Retention Bonus.** Upon full execution of this Agreement, Bargaining Unit Members shall receive the seven hundred fifty dollar ($750.00) retention bonus from Spring 2023.

**Section 18.7 Specialty Certification Differential.** Bargaining Unit Members who have a recognized specialty certification shall receive a differential of two and one half (2 1/2) percent of their base salary, provided they have presented evidence of such certification to Medical Center Human Resources. Recognized specialty certifications shall be limited to those specialty professional certification programs as determined by the Director of Health Systems Security. A member seeking to receive the specialty certification differential is responsible for submitting evidence of the certification to the Director of Health Systems Security (or designee) via email. The member is responsible for the maintenance and any necessary renewal of the certification.

**ARTICLE 19**

**VACATIONS**

**Section 19.1 Vacation Accrual.** Vacation time is accrued by Bargaining Unit members based upon the number of years of service with the Medical Center. Vacation continues to accrue during periods of paid leave but not during unpaid leave.

**Section 19.2 Accrual Schedule.** Bargaining Unit members shall be entitled to vacation in accordance with the following schedule:
<table>
<thead>
<tr>
<th>YEARS</th>
<th>ACCRUAL</th>
<th>PER PAY PERIOD</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 through 7</td>
<td>80 hours</td>
<td>(3.07692 per pay period)</td>
</tr>
<tr>
<td>8 through 14</td>
<td>120 hours</td>
<td>(4.61538 per pay period)</td>
</tr>
<tr>
<td>15 through 24</td>
<td>160 hours</td>
<td>(6.15384 per pay period)</td>
</tr>
<tr>
<td>25 or more</td>
<td>200 hours</td>
<td>(7.69230 per pay period)</td>
</tr>
</tbody>
</table>

**Section 19.3 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 19.4 Vacation Requests.** Vacation will be scheduled at such times as shall be mutually agreeable to the Bargaining Unit member and the Director, Health Systems Security (or designee). The Medical Center 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.

Members will continue to use the practice of requesting vacation leave via the approved timekeeping system. Vacation leave will be approved on a “first-come-first-serve” basis. If more than one member requests vacation for the same day, approval will be based on the timestamp of the request with the earlier request getting the approval.

Once approved, the Medical Center will not rescind the leave unless it is mutually agreed to by the member. However, the Medical Center reserves the right to rescind the Bargaining Unit member’s vacation due to unforeseen circumstances. The Medical Center will work with the Bargaining Unit member to reschedule the member’s vacation.

**Section 19.5 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.

**Section 19.6 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 19.7 Personal Days.** In the event that the Medical Center adopts a personal days policy, the parties agree to reopen negotiations with respect to this section of this article.
ARTICLE 20
HOLIDAYS

Section 20.1 Recognized Holidays. The University will provide holiday benefits for Bargaining Unit members in accordance with Policy 6.20 – Holidays as currently in effect (last revised May 23, 2022) and as may be amended by the University during the term of this Contract.

ARTICLE 21
INSURANCE

Section 21.1 Insurance. The University will provide group health benefits to bargaining unit members on the same basis and costs as such benefits are provided to all other non-bargaining unit staff at the University.

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

ARTICLE 22
ATTIRE AND APPEARANCE

Section 22.1 Attire and Appearance. Bargaining unit members’ attire and appearance in the performance of their duties shall be governed by:

a. the Medical Center Dress Code Policy 02-12 as currently in effect as of September 25, 2020; and

ARTICLE 23
SICK LEAVE

Section 23.1 Sick Time. The University will provide sick time benefits for Bargaining Unit members in accordance with Policy 6.27 – Paid Time Off (revised January 3, 2021) as currently in effect and as may be amended by the University during the term of this Contract.

Section 23.2 Sick Leave Conversion. If the Medical Center establishes a Sick Time Conversion Program for all employees of the Medical Center, the parties agree to reopen negotiations with respect to this section of this article.
ARTICLE 24
OTHER LEAVES

Section 24.1 Personal Unpaid Leaves of Absence. An unpaid leave of absence may be granted to a Bargaining Unit member in accordance with University Policy 6.45 – Unpaid Leave (last revised January 3, 2021) as currently in effect at the time of ratification of this Contract.

Section 24.2 Time Off For Bereavement. A Bargaining Unit member shall be entitled to time off for bereavement in accordance with University Policy 6.27 – Paid Time Off (last revised January 3, 2021) as currently in effect at the time of ratification of this Contract.

Section 24.3 Medical Leave of Absence. A Bargaining Unit member shall be entitled to a medical leave of absence in accordance with University Policy 6.45 – Unpaid Leave (last revised January 3, 2021) as currently in effect at the time of ratification of this Contract.

Section 24.4 Paid Parental Leave. Paid parental leave will be provided to a Bargaining Unit member in accordance with University Policy 6.27 – Paid Time Off (last revised January 3, 2021) as currently in effect or as amended during the term of this Contract.

Section 24.5 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. Military leave benefits will be provided to a Bargaining Unit member in accordance with University Policy 6.35 – Military Leave and Reemployment Rights (last revised January 30, 2023) as currently in effect or as amended during the term of this Contract.

Section 24.6 Worker’s Compensation. When a Bargaining Unit member has filed an injury claim with the Bureau of Worker’s Compensation and is absent from work due to that claim, it shall be that member’s option as to whether or not to use accrued sick leave, vacation, or compensatory time.

Section 24.7 Continuation of Benefits. A Bargaining Unit member who is on an approved medical or paid parental leave of absence will have hospitalization, life insurance, accidental death and dismemberment, surgical medical and major medical policies continued at no additional cost to the member during the period of leave provided the member has been employed by the University for a continuous period of one (1) year or more at a time the leave commences as per University policy as currently in effect and as may be amended by the University during the term of this Contract. A member receiving such leave must make arrangements with the Office of Human Resources/Benefits Administration for the continuation of benefits.
ARTICLE 25
DURATION

Section 25.1 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 25.2 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 25.3 Strike Notice. In the event the parties cannot reach a new Agreement, the Union and its members shall have the right to mediation, fact-finding and to strike in accordance with the Provisions of chapter 4117 of the Revised Code, the parties agree to schedule issuance of the fact finder’s report to allow a timely review by the board of trustees at a regularly scheduled meeting.
The parties here caused this agreement to be executed this 12th day of February, 2024.

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

[Signature]
Andrea T. John
Senior Staff Representative

[Signature]
Chris Brokes
Bargaining Committee Member

[Signature]
Robert Merman
Bargaining Committee Member

[Signature]
Chris Panknin
Bargaining Committee Member

[Signature]
Rick Robson
Bargaining Committee Member

On behalf of The Ohio State University:

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

[Signature]
Mike Mandelkorn
Director
Health Systems Security
The Ohio State University Wexner Medical Center

[Signature]
Steven Wollenberg
Associate Director
Department of Public Safety
Medical Center Security Division
Wexner Medical Center at the Ohio State University

[Signature]
Rick Taylor
Assistant Director
Communications Center, Project Management & Access Control
OSU Wexner Medical Center Security

[Signature]
Molly Harahan
Senior Director, Human Resources
The Ohio State University Wexner Medical Center

[Signature]
Krisa Hennesey
Director - Employee and Labor Relations
Human Resources Shared Services
The Ohio State University Wexner Medical Center

[Signature]
Andrew Fraley
Lead Labor Relations Consultant
Employee and Labor Relations

[Signature]
Erika Pearsol-Christic
Senior Associate General Counsel
Office of Legal Affairs

[Signature]
David Simpson
Chief Spokesperson
Labor Relations Manager
Office of Human Resources

[Signature]
Darwin Smith
Employee and Labor Relations Specialist
Office of Human Resources

[Signature]
Donald B. Gibson
Labor Relations Specialist
Office of Human Resources