



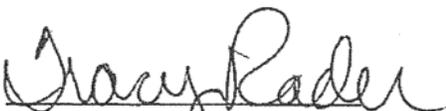
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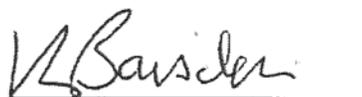
## Memorandum of Understanding

This memorandum of understanding ("MOU") is entered into by the Fraternal Order of Police, Ohio Labor Council, Inc. ("FOPOLC") and the Ohio State University ("the University"). This MOU is entered into by the parties as an addendum to Article 18 of the collective bargaining agreement between the parties. By executing this document, the parties agree that:

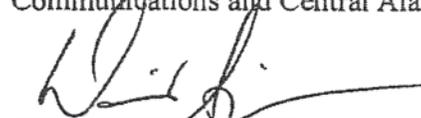
1. Should a bargaining unit member mark off from an assigned shift or otherwise be granted time off, management will determine whether or not to fill the vacated assignment. If management determines that the vacated assignment needs to be filled and there is sufficient notice to post the assignment on the DOVT calendar, it will be filled pursuant to Article 18 by letting current certified bargaining unit members to first volunteer to work the available time. In the case where no bargaining unit member has volunteered, Management, in its sole discretion, may use other means to fill the open time including but not limited to: mandating a bargaining unit member, not filling the overtime or having a supervisor fill the time.
2. This MOU resolves the grievance filed by Jeff Hustak, et al., on October 29, 2011 (grievance number OSU 11-02) and the matter will not be pursued further through the grievance or arbitration process.
3. This Agreement represents the full and complete intent of the Parties in regard to resolving this matter. The grievants and FOPOLC, on behalf of the grievants hereby fully and completely release and discharge the University and its officers, directors, trustees, employees, agents, successors, assigns and all persons and entities acting in concert with them or any of them, personally and in their official capacities, and in any other capacity, of and from all grievances, arbitrations, unfair labor practices, claims, actions, causes of action, suits, debts, accounts, damages, costs, expenses, attorney fees and demands whatsoever, which they may have or could claim or assert against the University as of the date of this MOU.

This MOU is entered into and signed this \_\_\_\_\_ day of March, 2012 and shall remain in effect through July 31, 2014 unless the parties mutually agree to extend it.

  
Tracy Rader, Staff Representative  
FOP, OLC, Inc

  
Vernon L. Baisden  
Assistant Vice President and  
Director of Public Safety

  
Satoru Persons, Director  
Communications and Central Alarm Center

  
David Simpson  
Manager, Labor Relations