

The State of Ohio  
and  
Fraternal Order of Police  
Ohio Labor Council, Inc. Unit 2

July 1, 2009 - June 30, 2012  
Contract Training

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Presented by  
Department of Administrative Services,  
Office of Collective Bargaining

and

Fraternal Order of Police,  
Ohio Labor Council, Inc.  
Unit 2

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2009 Bargaining Team for  
FOP Negotiations

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### FOP Bargaining Team

- Joel Barden
- Ron Haines
- Brian Baker
- Dick Barna
- William Bullard
- Dave Casasanta
- Dave Dobbins
- Bill Ferkan
- James Goodall
- Byron Guinther
- Andrew Hollenbeck
- Michael Miller
- Paul Parker
- Steve Stocker

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### State of Ohio Bargaining Team

- Mike Duco, OCB
- Mike D'Arcy, OCB
- Joe Trejo, OCB
- Kristen Rankin, OCB
- Robert Patchen, DAS
- Bret Benack, ODNR
- Marlo Cain, MH
- Toni Wallace, MR
- Greg Siegfried, Taxation
- Kathy Gulla, DPS
- Mike McCann, DPS
- Andy Shuman, Commerce
- Harry Colson, OCB
- Ashley Hughes, OCB
- Kate Stires, OCB

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### Unopened Articles

- |            |            |            |            |
|------------|------------|------------|------------|
| Article 1  | Article 17 | Article 41 | Article 60 |
| Article 2  | Article 19 | Article 44 | Article 61 |
| Article 3  | Article 21 | Article 45 | Article 62 |
| Article 4  | Article 23 | Article 47 | Article 63 |
| Article 6  | Article 24 | Article 48 | Article 64 |
| Article 8  | Article 25 | Article 49 | Article 66 |
| Article 9  | Article 26 | Article 50 | Article 67 |
| Article 10 | Article 28 | Article 52 | Appendix A |
| Article 11 | Article 30 | Article 53 | Appendix B |
| Article 12 | Article 32 | Article 54 | Appendix C |
| Article 13 | Article 33 | Article 58 | Appendix D |
| Article 14 |            |            | Appendix E |
| Article 15 |            |            |            |
| Article 16 |            |            |            |

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**Opening Remarks**

Joel Barden  
Senior Staff Representative  
Fraternal Order of Police,  
Ohio Labor Council, Inc.  
Unit 2

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**Opening Remarks**

Joe Trejo  
Manager Labor Relations & Dispute  
Resolution  
Office of Collective Bargaining

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**Changes to the Contract**

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### Article 5 - Conflict and Amendment

- All MOUs entered into prior to July 1, 2009
  - Expire upon the expiration of the 2009-2012 Agreement
  - Excludes those which confer an economic benefit

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### Article 7 - Union Recognition and Security

#### Section 7.04 Special Duty

- Will be referred to a labor management committee

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### Article 18 - Administrative Investigation

#### Section 18.02 Bargaining Unit Member Rights

- Employer will inform subject of investigation of status
  - Within ten (10) working days
  - Upon employee or Union inquiry
  - Employee must be subject to investigation

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**Article 18 - Administrative Investigation**

**Section 18.07 No Disciplinary Action Taken**

- Employee shall be advised within thirty (30) days after conclusion of the investigation
  - Only when no action will be taken

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**Article 20 - Grievance Procedure**

**Section 20.08 Arbitration**

- Increases the number of arbitrators on the panel to six (6)
- Arbitrators cannot be removed from the panel except by mutual agreement of the parties

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**Article 22 - Hours of Work and Overtime**

**Section 22.02 Posting of Work Schedules**

- Agencies with employees that work shifts
  - Shift selection at least once a year
  - Whenever a position is opened up

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**Article 27 - Reporting On-Duty Illness or Injury**

Section 27.04 Salary Continuation

- Uninterrupted payment of permanent employee's total rate of pay not to exceed 480 hours per WC claim
- Available for employees not eligible for OIL

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**Article 27 - Reporting On-Duty Illness or Injury**

- Eligibility for Salary Continuation
  - Follow agency accident reporting guidelines
  - Be evaluated by an "Approved Physician" as defined in Article 42
  - Show that employer is unable to provide appropriate transitional work assignment
  - Apply for Workers' Compensation benefits within 20 days of the incident

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**Article 27 - Reporting On-Duty Illness or Injury**

- Salary Continuation available for injuries on or after 11/1/09
- Salary Continuation will end when:
  - 480 hours eligibility exhausted
  - Approved physician determines employee can return to work
  - Workers' Comp claim is denied
  - IC determines employee reached Maximum Medical Improvement (MMI)
  - Employee disqualified from WC benefits
  - Employee is no longer in state service
  - Employee accepts WC temporary total disability benefits

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Article 27 - Reporting On-Duty Illness or Injury

- Employees that receive OIL not eligible for salary continuation arising out of the same incident or injury
- Requests for additional allowances shall be approved by BWC prior to payment of additional salary continuation
  - Subject to 480 hour limitation

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Article 27 - Reporting On-Duty Illness or Injury

- While receiving salary continuation:
  - No charge to employee sick leave balance
  - Employee will accrue sick and personal leave but not vacation leave
  - Employee cannot use leave balances
  - Employee is not eligible for paid leaves such as holiday pay and those leaves under Articles 41, 43, and 45
  - Employees considered in "active pay status"

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Article 27 - Reporting On-Duty Illness or Injury

- If WC claim is denied or employee is disqualified from receiving WC, employee must repay compensation received under salary continuation
  - May use leave balances to cover amount
  - Agency will work with employee to determine leave deduction or set up repayment plan
  - From date of injury to final determination
  - After all admin appeals are exhausted

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**Article 27 - Reporting On-Duty Illness or Injury**

Section 27.04 Salary Continuation (contd.)

- An employee may elect leave without pay in lieu of salary continuation without exhausting accrued leave balances
  - Pending a WC determination

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**Article 27 - Reporting On-Duty Illness or Injury**

Section 27.04 Salary Continuation (contd.)

- If employee elects to use leave balances in lieu of salary continuation pending WC determination, Employer will allow employee to buy back leave within 2 pay periods once WC benefits are received
  - Requires execution of a Wage Agreement
  - Employer can allow automatic restoration with signing of a Wage Agreement

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**Article 27 - Reporting On-Duty Illness or Injury**

Section 27.05 Other Leave Usage to Supplement Workers' Compensation

- Employees may use sick, personal, or vacation leave to supplement WC benefits up to 100% of regular rate of pay

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**Article 27 - Reporting On-Duty Illness or Injury**

Section 27.06 Implementation

- Committee will be formed to develop and maintain "approved physician list"
  - Pursuant to Article 42
  - FOP/OLC will have one representative
  - Equal number of employer and employee representatives
  - Employees will receive paid time off for committee work

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**Article 27 - Reporting On-Duty Illness or Injury**

Section 27.06 Implementation (contd.)

- Approved physician list effective 11/1/09
- If approved physician not available in employee area, requirement will be waived
- Committee will resolve all issues related to approved physician list

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**Article 27 - Reporting On-Duty Illness or Injury**

Section 27.07 Joint Training

- Parties shall develop joint training focusing on changes to WC and OIL by 9/1/09
  - Shall offer joint training sessions

Section 27.08 Transitional Work Programs

- Employees receiving salary continuation are eligible for transitional work programs under Article 42.07

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**Article 27 - Reporting On-Duty Illness or Injury**

Section 27.09 Health Insurance Coverage During Lost Time WC Eligibility

- Moved from Article 40
- Employees receiving lost time WC benefits or awaiting WC approval and not receiving any other benefits for a state claim continue to be eligible for health insurance coverage at no cost
  - Not to exceed 24 months
  - If WC denied, Employer can recover costs

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**Article 27 - Reporting On-Duty Illness or Injury**

Section 27.09 Health Insurance Coverage During Lost Time WC Eligibility (contd.)

- Employees receiving OIL, salary continuation, or Hostage Leave continue to pay employee share of health insurance premium
- If these programs terminate during a pay period and employee is eligible for temporary total benefits, Employer will pay employee share

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**Article 42 - Occupational Injury Leave**

Section 42.01 Establishment

- Permanent employees who sustain an allowed physical condition in the course of and arising out of the injured employee's employment are eligible for OIL

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### Article 42 - Occupational Injury Leave

#### Section 42.02 Definitions

- Date of Injury - date the events triggering claim occurred
- Allowed Physical Condition - physical condition diagnosed by "Approved Physician" that arises from injury inflicted by a ward
- Approved Physician: A physician who is designated on a list compiled through the agreement of both parties

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### Article 42 - Occupational Injury Leave

#### Section 42.04 Eligibility

- Injured employee must follow agency's accident reporting guidelines
- Complete employee section of OIL application within 20 days of date of injury
  - Representative may complete if unable
- Provide approved physician with DAS Physician's Statement
- File a Workers' Compensation claim in addition to the OIL claim

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### Article 42 - Occupational Injury Leave

#### Section 42.04 Eligibility (contd.)

- Allowed physical condition was incurred on duty & not while engaged in non-law enforcement activities
- Burden of proof is on the employee
- If condition is found to have occurred by accident or by misbehavior or negligence by employee, OIL benefits will be denied
  - If denied, any benefits received must be repaid as stated in 28.02 IV

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Article 42 - Occupational Injury Leave

Section 42.05 Administration

- Employee receiving OIL is eligible for total rate of pay
- Benefit is paid immediately pending the initial determination of the OIL claim
- Eligibility for 960 hours per OIL claim
  - Part time hours are pro-rated
- Paid in lieu of W/C TTD benefits

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Article 42 - Occupational Injury Leave

Section 42.05 Administration (contd.)

- Employee not eligible for OIL if
  - TTD benefits are accepted
  - IC determines MMI reached
- Initial denial of OIL claims ends payments under OIL
- If OIL claim denied but WC claim pending, eligible for salary continuation up to 480 hrs.

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Article 42 - Occupational Injury Leave

Section 42.05 Administration (contd.)

- If OIL is denied or if employee is disqualified from OIL:
  - Employee must reimburse employer for benefits received under salary continuation
  - May use accrued sick, vacation, or personal leave

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Article 42 - Occupational Injury Leave

Section 42.05 Administration (contd.)

- While receiving OIL, employee:
  - Shall accrue sick and personal leave but not vacation leave
  - Pay under OIL not charged to sick leave
  - Employee cannot use leave balances
  - Not eligible for paid leave under Articles 41, 43, 45

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Article 42 - Occupational Injury Leave

Section 42.05 Administration (contd.)

- Once OIL is approved:
  - Employee not subject to daily call-off unless participating in Transitional Work Program
  - Employee to notify agency of expected return to work date

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Article 42 - Occupational Injury Leave

Section 42.07 Appeal of Denial of OIL

- Appeal of OIL Denial
  - No rights under Article 20 grievance procedure
  - OIL benefits end with initial denial
  - No OIL benefits during appeal
  - Employee may be eligible for salary continuation during appeal up to 480 hours

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Article 42 - Occupational Injury Leave

Section 42.07 Appeal (contd.)

- Employee must submit letter to DAS within 20 days of denial of OIL benefits to start an appeal
  - Attach information to support appeal
- DAS Benefits will conduct initial review
- If DAS denies appeal, will send letter to employee and copy along with documentation to FOP/OLC Central Office

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Article 42 - Occupational Injury Leave

Section 42.07 Appeal (contd.)

- If FOP/OLC believes further review of appeal is needed:
  - Will request OCB to convene a panel
    - Representative of an OIL agency not the employing agency
    - Representative from Union not from employing agency
    - Representative from SERB

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Article 42 - Occupational Injury Leave

Section 42.07 Appeal (contd.)

- Panel will meet within 14 days
- Panel will review all information and determine to uphold or overturn denial
- Panel decision will be in writing and final

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Article 42 - Occupational Injury Leave

Section 42.07 Appeal (contd.)

- If Employee accepts WC TTD during appeal, may continue to submit extension paperwork
- If appeal is upheld, OIL benefits will be awarded
  - Agency will work with employee to repay WC TTD benefits paid

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Article 42 - Occupational Injury Leave

Section 42.08 Disqualification

- Disqualification from OIL benefits
  - Employee makes false statements or submits false documents
  - Employee engages in other employment or activities that are inconsistent with the medical condition
  - Employee is no longer in state service, has been disability separated, or is incarcerated

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Article 42 - Occupational Injury Leave

Section 42.08 Disqualification

- If employee is disqualified, OIL benefits will be discontinued
  - Employee may be subject to disciplinary action and/or criminal prosecution

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Article 42 - Occupational Injury Leave

Section 42.09 Transitional Work Programs

- If employee refuses to participate in a transitional work program (TWP) while receiving salary continuation or OIL, those benefits will be terminated.
  - Employer may seek repayment or may deduct leave from employee

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Article 42 - Occupational Injury Leave

Section 42.09 Transitional Work Programs

- If permanent employee is given a TWP assignment with less than their regular hours, may use remaining salary continuation or OIL hours to supplement pay up to regular hours

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Article 42 - Occupational Injury Leave

Section 42.09 Transitional Work Programs

- Permanent full-time employee in a TWP who requires ongoing treatment related to their OIL/WC claim must attempt to schedule treatment appointments during non-working hours

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### Article 42 - Occupational Injury Leave

#### Section 42.09 Transitional Work Programs

- If not possible, must work with employer to flex schedule
- If employee is not able to schedule appointment during non-work hours, may use remaining OIL or salary continuation hours to attend appointment
  - Maximum 3 appointments per week
  - Maximum 1 hour per appointment

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### Article 29 - Uniforms, Equipment, Vehicles

#### Section 29.04 Equipment

- An electronic shock device (ESD) shall be issued and made available to employees
  - One device at each DMH hospital and DDD development center
  - Carry/use within a DMH or DDD facility prohibited
  - Use on a patient or resident is prohibited

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### Article 29 - Uniforms, Equipment, Vehicles

#### Section 29.04 Equipment (contd.)

- ESD may only be available to authorized employees to be carried outside of facility
  - During perimeter safety and security check
  - When responding to a call for service

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**Article 29 - Uniforms, Equipment, Vehicles**

Section 29.04 Equipment (contd.)

- DMC and DDD will develop policies for their employees that address custody and utilization of ESDs
- Employees will strictly adhere to these policies

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**Article 29 - Uniforms, Equipment, Vehicles**

Section 29.04 Equipment (contd.)

- Management will provide training on ESDs
  - Employee must complete training before an ESD can be checked out by that employee
- If there is a dispute regarding who checks out an ESD, the more senior employee will check out the ESD

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**Article 29 - Uniforms, Equipment, Vehicles**

Section 29.06 Water

- Employer will provide 2 bottles of water to employees during extended training and non-standard work assignments

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**Article 29 - Uniforms, Equipment,  
Vehicles**

**Section 29.07 Off-Duty Carry**

- Unit 2 employees of DPS authorized to carry a firearm while off-duty
  - Must be division issued or division approved pursuant to agency policy
- Issue of off-duty carry for Unit 2 members at DNR to be addressed through Labor Management Committees

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**Article 31 - Selections, Promotions  
and Transfers**

**Section 31.05 Physical Fitness  
Qualifications**

- Employer and Union will establish a joint committee to explore alternative fitness standards
  - Committee work will be completed by 12/31/10
  - Agreed alternative to be implemented in subsequent testing period

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**Article 31 - Selections, Promotions  
and Transfers**

**Section 31.05 Physical Fitness (contd.)**

- Committee shall consider topic of voluntary and mandatory testing
  - Employees with existing medical prohibition to testing will not be harmed during life of the committee

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### Article 31 - Selections, Promotions and Transfers

#### Section 31.05 Physical Fitness (contd.)

- For life of the committee, employees that fail to meet testing standards under Section D will be given an additional testing opportunity
  - Will also receive additional 30 days to perform test prior to imposition of discipline

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### Article 34 - Seniority

#### Section 34.05 Identical Hire Dates

- Seniority lists will be posted using the employee ID to identify employees
  - SSNs will not be displayed on posted lists
  - Ties continue to be broken by last four digits of SS#
    - Lowest number is most senior

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### Article 35 - Reduction in Force

#### Section 35.04 Placement

- Union and Employer may agree in writing to place a laid off employee in an existing vacancy even if such vacancy is not normally available for bumping
  - Notwithstanding provisions of Article 31
  - Placement cannot result in promotion
  - Employee retains recall rights

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**Article 36 - Education and Training**

Article 36

- ODNR, DMH, DDD, DPS, OVH
- If an employee voluntarily terminates state employment within 24 months of receiving Peace Officer training
  - The employee will repay agency for the cost of the training

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**Article 37 - Vacation Allowance**

- Employees will begin accruing vacation at new rates in the 4th, 9th, 14th, 19th or 24th year of service
  - Eliminates vacation dump
  - Effective August 30, 2009
- Employees will be allowed to begin using accrued vacation at end of probation period

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**Article 37 - Vacation Allowance**

- For computation of vacation accrual under ORC 9.44
  - Effective 7/1/10, Employees get credit for prior service with the State of Ohio, Ohio National Guard, any political subdivision of the State
  - Must provide documentation to Agency HR staff
  - New accrual rate starts pay period after approval by DAS
  - Time spent concurrently with Ohio National Guard will not count double

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### Article 38 - Holidays

#### Section 38.02 Holiday Pay

- For period 8/1/09 through 7/31/11, members that work other than a full time schedule will not receive holiday pay

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### Article 39 - Personal Leave

#### Section 39.02 Personal Leave Accrual

- Freeze on personal leave accrual from August 1, 2009 through July 31, 2011
- During freeze employees may use 8 hours of vacation or comp time per quarter as personal leave
  - Granted pursuant to Section 39.05
  - Actual personal leave must be used first

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### Article 39 - Personal Leave

#### Section 39.02 Personal Leave (contd.)

- Personal leave accrual will resume in the first earning statement after August 1, 2011
- No retroactive accrual for freeze period

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### Article 39 - Personal Leave

#### Section 39.08 Conversion of Personal Leave

- Freeze on annual conversion until December 2011
- Payment for maximum personal leave accrual frozen until pay period that includes August 1, 2011

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### Article 39 - Personal Leave

#### Section 39.12 Restoration

- One-time credit of 32 hours of sick leave or 1/2 the personal leave hours lost during the freeze, whichever is less (Section 39.02)
  - Full-time employees in active payroll status as of June 18, 2011
- Part-time employees get 16 hours
- Shall be issued in the pay period that begins on July 1, 2011

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### Article 39 - Personal Leave

#### Section 39.12 Restoration (contd.)

- Active Payroll Status (for sick leave credit)
  - Scheduled to work and actually working on June 18, 2011
  - Off duty on June 18, 2011 because not scheduled to work that day
  - Eligible to receive pay for approved absence (e.g., OIL, Disability, Workers' Compensation, Salary Continuation)
- Credit also for employees not receiving pay due to military leave, FMLA, union leave, pregnancy leave, and extended illness

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### Article 39 - Personal Leave

#### Section 39.12 Restoration (contd.)

- One time lump sum payment equal to 32 hours or ½ of personal leave lost during freeze, whichever is less
  - Full-time employees in active pay status as of July 30, 2011
- Part-time employees will receive 16 hours lump sum payment
- August 26, 2011 Earnings Statement/Payday

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### Article 39 - Personal Leave

#### Section 39.12 Restoration (contd.)

- Active Payroll Status (for lump sum payment)
  - Scheduled and working on July 30, 2011
  - Off duty on July 30, 2011 because not scheduled to work that day
  - Eligible to receive pay for approved absence (e.g., OIL, Disability, Workers' Compensation, Salary Continuation)

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### Article 39 - Personal Leave

#### Section 39.12 Restoration (contd.)

- Employees not receiving pay due to military leave, FMLA, Union Leave, Pregnancy Leave, and Extended Illness are eligible to receive one time lump sum payment
- Payments will not be subject to PERS withholding

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### Article 40 - Sick Leave

#### Section 40.02 Sick Leave Accrual

- Sick leave during the 2<sup>nd</sup> week will be paid at 100% for outpatient surgery or contiguous hours used before or after outpatient surgery
  - For employee, spouse, or residing child
  - Previously only for overnight hospitalization

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### Article 40 - Sick Leave

#### Section 40.02 Sick Leave Accrual

- Sick leave for pre-scheduled medical appointments may be supplemented with other available sick leave to be paid at 100% during the 2<sup>nd</sup> week
  - For employee, spouse, residing child
  - 30 calendar days advance notice
  - Doctor's statement submitted first day upon return to work
  - On the Employee's request for leave form

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### Article 43 - Disability Leave

#### Section 43.01 Disability Program

- For claims filed on or after July 1, 2009
  - Disability payments will be paid at the base rate of 67% of the employees base rate of pay
  - Lifetime maximum disability benefit of twelve months remains unchanged
  - 12 month lifetime maximum benefit began with claims filed on or after March 1, 2006

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### Article 46 - Court Leave

#### Section 46.01 Granting of Court Leave

- Employees will be released from their scheduled work day with pay at regular rate when:
  - Summoned for Jury Duty
  - Subpoenaed to appear in Court or before any official proceeding based on any action arising out of their employment

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### Article 51 - Group Health Insurance

Self-Insured Health Care Fund (Fund 808) fund has been losing \$20 million a year

- Changes brought about to ensure fund remains solvent
- Premium rate will increase 9% each of next three years
  - Health care deductions will now be taken in all 26 pay periods will offset impact

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### Article 51 - Group Health Insurance

- Deductible extended to all plans
  - Previously only applied to PPO plan
  - Amount remains the same (\$200/\$400)
- Co-payment increased to \$20 from \$15
- Mail order no longer mandatory
- Pro-rated premium effective upon movement from full-time to part-time

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Article 51 - Group Health Insurance

- Out-of-pocket maximums for in-network increased
- Amount incurred prior to plan paying at 100%
  - \$1000 to \$1500 for single coverage
  - \$2000 to \$3000 for family coverage

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Article 51 - Group Health Insurance

Plan Enhancements

- Zero co-payment for insulin with enrollment in Disease Management program
- Zero co-payment for preventative care

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Article 51 - Group Health Insurance

- Time spent on voluntary cost savings program or cost savings days shall count toward employee's continuous service time for purpose of eligibility for dental, vision, life

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### Article 51 - Group Health Insurance

#### Section 51.01 Health Insurance

- Employer will pay 85% of claims costs of any plan selected and 85% of lowest administrative fee
  - All plans offered
- Employee will pay 15% of claims costs for plan selected, 15% of lowest administrative fee, and full difference between the administrative fee
  - On plan they select and lowest administrative fee

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### Article 51 - Group Health Insurance

#### Section 51.01 Health Insurance

- Employees that include a spouse as a covered dependent will pay a surcharge of \$12.50 per month in addition to the full family premium
- Employee monthly health benefits deductions will be deducted pre-tax

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### Article 55 - Wages

#### Section 55.02 Pay Schedule

- Wages are frozen at the July 1, 2008 level for the duration of this Agreement

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Article 55 - Wages

Section 55.05 Step Movement

- Freeze on step movement beginning with employees whose step date is August 2, 2009 or after
- Step movement will resume with employees whose step date is August 2, 2011 or after

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Article 55 - Wages

Section 55.05 Step Movement

- Employees hired or promoted between August 2, 2009 and August 2, 2011 shall not receive a probationary step increase
- Upon resumption of step movement, the employee's step date shall be the date of hire

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Article 55 - Wages

Section 55.06 Cost Savings Days (CSDs)

- Full time permanent employees will receive 10 days without pay, 80 hours
  - Beginning 8/1/09 and ending 6/30/11
- Hours of a CSD may not be less than employee's regular work day
- CSDs for less than full time employees will be assessed on holidays listing in 38.01
  - Will not affect compensation due for hours worked on a holiday under 38.03

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### Article 55 - Wages

#### Section 55.06 CSDs (contd.)

- Each employee will see a reduction of 3.333 hours per pay period beginning with paycheck received on 7/31/09
- Beginning with paycheck received on 7/2/10, reduction will be 3.076 hours per pay period
- Employees on OIL, salary continuation, disability or hostage leave will see same reductions

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### Article 55 - Wages

#### Section 55.06 CSDs (contd.)

- Employer will conduct a canvass once each fiscal year in each work unit for full-time permanent employees to determine when CSDs will be taken
- Canvass for FY 2010 must be completed by 8/1/09
- Canvass for FY 2011 completed by 7/1/10

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### Article 55 - Wages

#### Section 55.06 CSDs (contd.)

- Employees that have approved vacation requests beginning 8/1/09 may substitute CSDs
- Employer will black out certain days due to operational need
  - Black out days may be work unit specific
  - Employees select CSDs by seniority

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Article 55 - Wages

Section 55.06 CSDs (contd.)

- Employer retains the right to reject the selection of CSDs based on operational needs
- Employees that are unavailable during canvass periods may schedule CSDs upon return to work

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Article 55 - Wages

Section 55.06 CSDs (contd.)

- If employee does not select CSDs, employer will make the selection
- Employees on alternate work schedules must take time equal to 80 hours

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Article 55 - Wages

Section 55.06 CSDs (contd.)

- For the first 2 years of this Agreement, employee's vacation leave usage is limited to a maximum of their yearly vacation accrual less 10 CSDs
- Additional vacation leave requests may continue to be approved according to Article 37.04
- Denial of additional vacation leave requests shall not be arbitrable
  - May be grieved directly to Step 2

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Article 55 - Wages

Section 55.06 CSDs (contd.)

- No impact on FMLA rules and policies
- If vacation canvass has occurred, employees with approved vacation must substitute CSDs up to max of 80 hours

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Article 55 - Wages

Section 55.06 CSDs (contd.)

- If no vacation canvass is in place or at the expiration of the current canvass, CSD canvass will be implemented for FY 2010 and 2011
- An employee on an initial probationary period shall have CSDs determined by Employer in consultation with employee

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Article 55 - Wages

Section 55.06 CSDs (contd.)

- Revocation of a CSD will not be arbitrary or capricious
- If a CSD is revoked after a canvass, the employee shall be permitted to substitute any other day at his/her discretion
  - Substituted day may not be revoked

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### Article 55 - Wages

#### Section 55.06 CSDs (contd.)

- If a CSD is revoked, the employee shall be reimbursed for costs incurred
  - Employee must submit documentation of loss
- If employer prevents employee from taking CSD, employee will be reimbursed

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### Article 55 - Wages

#### Section 55.06 CSDs (contd.)

- Employee leave accruals and health care benefits not affected by CSDs
  - CSDs not considered active pay status for purposes of Article 22.07
- If employee leaves state service, equalization of payroll deductions and CSDs on last pay check

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### Article 55 - Wages

#### Section 55.03 Pay Range Assignments

- Automatic progression for Tax Enforcement Agents deferred to labor management committee
  - Automatic progression implemented no sooner 1/1/12
  - If no agreement, issue goes to Step 3 grievance pursuant to Article 20.07

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### Article 55 - Wages

#### Section 55.09 Parity/Me Too

- Employer must make same adjustment to Agreement if comparable concessions are not obtained from other unions
  - Does not freeze steps
  - Does not merit increases
  - Does not obtain ten unpaid days (i.e., eighty hours)
- Employer must match any wage increase, excluding pay supplements, settlements, or awards from an administrative body or court
- Wage increases resulting from promotions, individual reassignments, job audits, and classification revision changes are exempted

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### Article 56 - Longevity

#### Section 56.02 Computation of Longevity

- Employee who has retired under a state sponsored retirement plan and is employed by the state or any political subdivision on or after June 24, 1987 shall not have prior service count in computing longevity

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### Article 57 - Shift Differential

- Shift differential will be paid at \$.75 per hour for each hour worked commencing at 5:00 p.m. and ending at 6:00 a.m. for the duration of the 2009-2012 Agreement.

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### Article 59 - Travel

- Mileage reimbursement for use of personal vehicles will be set by OBM
  - Not less than \$0.45 per mile or more than IRS rate
  - If IRS rate drops below \$0.45, IRS rate will be used
  - Effective October 1, 2009

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### Article 59 - Travel

- OBM Quarterly review of mileage allowance
  - If allowance is to be changed, OBM will provide FOP with notice and explanation
- Mileage allowance for the bargaining unit shall not be set at a rate lower than the allowance for exempts
- Reimbursement will be by direct deposit into same account as employee paycheck

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### Article 59 - Travel

- Lodging and meal reimbursements set by the U.S. General Services Administration effective 10/1/09
  - Receipt may be required for lodging
  - Lodging may be paid up to USGSA allowed rate
- No receipts to be required for meals and incidentals
  - Agency may require receipts for other expenditures

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### Article 65 - Classification

#### Section 65.03 Classification Review

- At the request of the union, DAS will review 1 classification series or 2 classifications per year
- Review for duties, responsibilities, education and/or experience, certification and/or licensure, and working condition factors

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### Article 65 - Classification

#### Section 65.03 Classification Review (contd.)

- Review must commence prior to September 1 annually
- Reviews based on position description questionnaire (PDQ) survey of all incumbents
  - Each incumbent is to complete their own PDQ
  - If incumbent declines, supervisor completes

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### Article 65 - Classification

#### Section 65.03 Classification Review (contd.)

- Union and OCB will meet to discuss Union concerns prior to review
- Training will be conducted on how to complete PDQs
- Training conducted by agency personnel and the Union
  - Limited to 2 hours

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### Article 65 - Classification

#### Section 65.03 Classification Review (contd.)

- Classification review will be combined with salary survey review to determine salary ranges
  - Salary data can only be used to reduce pay range with mutual agreement
- DAS may gather other data such as labor market data, job observation, demographics on scope of duties relative to size of workforce

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### Article 65 - Classification

#### Section 65.03 Classification Review (contd.)

- Pay adjustments resulting from classification reviews not effective prior to pay period including 7/1/11
- Union may appeal pay range determination directly to arbitration within 20 days of receipt of written notice from DAS

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### Article 65 - Classification

#### Section 65.03 Classification Review (contd.)

- Arbitrator may not award back pay for any period prior to 7/1/11
- If classification is moved to higher pay range:
  - Incumbents moved to step closest to current pay step
  - No decrease in pay
  - Higher than step 1 if probation completed
  - Maintain current anniversary date for step increases

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**Article 68 - Duration**

- Provides the effective date of the Agreement shall be July 1, 2009 as approved by the parties and shall remain in effect until June 30, 2012.

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**Appendix F - Peak Seasons**

- Adds "extra weekend of deer gun season" to the Wildlife peak season.

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**BREAK**

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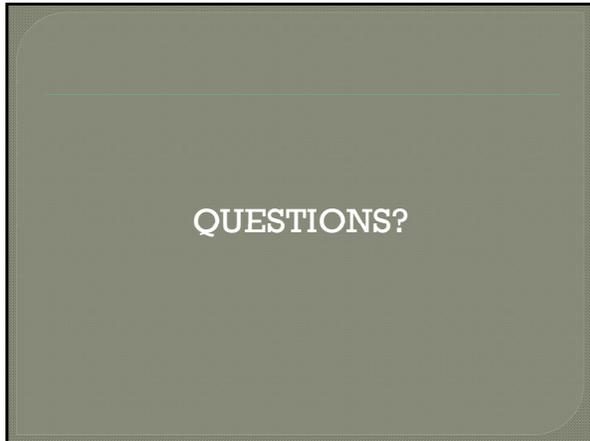
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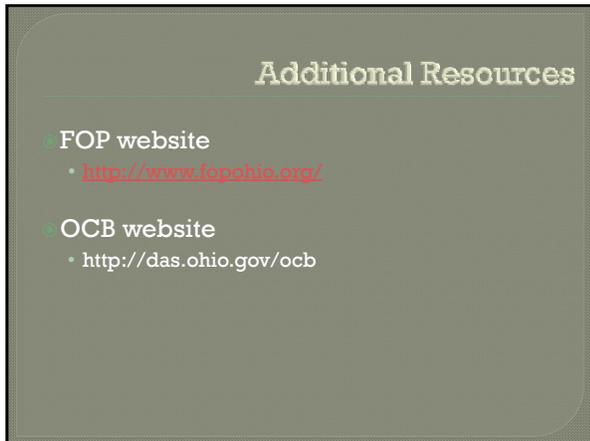
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