ARTICLE 1 – AGREEMENT

The language in this Article continues unchanged from the previous Contract.

This Agreement is made and entered into by and between the State of Ohio, Office of Collective Bargaining, hereinafter referred to as "State" or "Employer" and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as "Labor Council" or "F.O.P."

ARTICLE 2 - PURPOSE

The language in this Article continues unchanged from the previous Contract.

This Agreement is made for the purpose of promoting cooperation and harmonious labor relations between the State, members of the bargaining unit, and the Labor Council.

ARTICLE 3 – GRAMMAR

The language in this Article continues unchanged from the previous Contract.

Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular. Words, whether in the masculine, feminine or neuter genders, shall be construed to include all of those genders. It is understood that the use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE 4 - EFFECT OF AGREEMENT

The language in this Article continues unchanged from the previous Contract.

Total Agreement

This Agreement represents the entire agreement between the Employer and the Union and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, practices and benefits previously and presently in effect, may be modified or discontinued at the sole discretion of the Employer. This

section alone shall not operate to void any existing or future ORC statutes or rules of the OAC and applicable federal law.

Explanation: *The language in this section affirms that the collective bargaining agreement is the sole instrument which limits the State's right as an Employer and that unless the document specifically abridges or limits such rights, the Employer retains all other inherent rights and abilities to operate the workplace. This section was negotiated in concert with the new language and alteration to Article 6 'Management Rights.' Interpretation of both articles should be taken in tandem as clarifying the broad nature of the Employer's rights in governing the State's workforce.*

Instructions: *Whenever an agency is contemplating a major change in its operations, physical plant, mission, or manner in which employees perform work etc., consultation with OCB is necessary in advance. While such a change or exercise of rights contained in this Article are in all likelihood permissible, notice and implementation considerations must be incorporated prior to the change. OCB needs to review such matters to ensure a standard and consistent application of this language.*

ARTICLE 5 - CONFLICT AND AMENDMENT

This Agreement is meant to conform to and should be interpreted in conformance with the Constitution of the United States, and the Constitution of the State of Ohio, all applicable federal laws, and Chapter 4117 of the Ohio Revised Code.

Should any provisions of this Agreement be invalid by operation of law or be declared invalid by any tribunal of competent jurisdiction, or be found to be in conflict with federal laws, all other provisions of the Agreement shall remain in full force and effect.

In the event of invalidation of any portions of this Agreement by a court of competent jurisdiction, and upon written request of either party, the parties to this Agreement shall meet at mutually convenient times in an attempt to modify the invalidated provisions by good faith negotiations.

Amendments and modifications of this Agreement may be made by mutual written agreement of the parties to this Agreement, subject to ratification by the Labor Council and the General Assembly. All Memoranda of Understanding, amendments, Letters of Intent, or any other mutually agreed to provisions, shall be reviewed by the FOP, the Office of Collective Bargaining (OCB), and agency representatives for determination of their force and effect. Unless otherwise mutually agreed by the parties, those Memoranda of Understanding, amendments, Letters of Intent, or any other mutually agreed to provisions entered into prior to July 1, 2009, shall expire and have no further force and effect upon the expiration of the 2009-2012 Agreement, except those

which have or do confer an economic benefit. The Office of Collective Bargaining will be responsible for assembling all such mutual agreements.

Should any provision of this Agreement be in conflict with any State law, administrative rule or directive in effect at time of the signing of this Agreement, the provisions of this Agreement will prevail except for Chapter 4117 of the Ohio Revised Code and those sections expressly prohibited in Chapter 4117.

Explanation: *All MOUs which were in effect prior to July 1, 2009 will remain in effect until the expiration of the current collective bargaining agreement.*

ARTICLE 6 - MANAGEMENT RIGHTS

The language in this Article continues unchanged from the previous Contract.

The Labor Council agrees that all of the function, rights, powers, responsibilities and authority of the Employer, in regard to the operation of its work and business and the direction of its workforce which the Employer has not specifically abridged, deleted, granted or modified by the express and specific written provision of the Agreement are, and shall remain, exclusively those of the Employer.

Additionally, the Employer retains the rights to: 1) hire and transfer employees, suspend, discharge and discipline employees; 2) determine the number of persons required to be employed or laid off; 3) determine the qualifications of employees covered by this Agreement; 4) determine the starting and quitting time and the number of hours to be worked by its employees; 5) make any and all rules and regulations; 6) determine the work assignments of its employees; 7) determine the basis for selection, retention and promotion of employees to or for positions not within the bargaining unit established by this Agreement; 8) determine the type of equipment used and the sequences of work processes; 9) determine the making of technological alterations by revising the process or equipment, or both; 10) determine work standards and the quality and quantity of work to be produced; 11) select and locate buildings and other facilities; 12) transfer or sub-contract work; 13) establish, expand, transfer and/or consolidate, work processes and facilities; 14) consolidate, merge, or otherwise transfer any or all of its facilities, property, processes or work with or to any other municipality or entity or effect or change in any respect the legal status, management or responsibility of such property, facilities, processes or work; 15) terminate or eliminate all or any part of its work or facilities.

Explanation: *This Article defines the relationship between the express terms of the collective bargaining agreement and the rights of the Employer. Simply put, unless specifically addressed otherwise by way of a limiting term or condition in the Agreement, the Employer has the control of the workplace and exclusive right to direct the workforce. Items one (1) through fifteen (15) serve to illustrate with specificity the types of rights the Employer has unless otherwise limited in the collective bargaining agreement.*

Instructions: *Whenever an agency is contemplating a major change in its operations, physical plant, mission, or manner in which employees perform work etc., consultation with OCB is necessary in advance. While such a change or exercise of rights contained in this Article are in all likelihood permissible, notice and implementation considerations must be incorporated prior to the change. OCB needs to review such matters to ensure a standard and consistent application of this language.*

ARTICLE 7 - UNION RECOGNITION AND SECURITY

7.01 Bargaining Unit

The Employer hereby recognizes the Fraternal Order of Police, Ohio Labor Council, Inc. as the sole and exclusive bargaining agent for the purpose of collective bargaining on all matters pertaining to wages, hours, terms and other conditions of employment for employees in the bargaining unit. The bargaining unit for which this recognition is accorded is defined in the Certification issued by the State Employment Relations Board on December 9, 1985 (Case No. 85-MF-12-4750). This Agreement includes all permanently appointed full and part-time employees employed in classifications and positions listed in Appendix A of this Agreement; and employees appointed as "Established Term" employees. The Employer shall notify the Employee Organization of any changes in the classification plan, which directly affects the classifications included in this unit, sixty (60) days prior to the effective date of the change or as soon as the changes become known to the Employer, whichever occurs first.

Arbitration Awards:

#879 *Arbitrator Graham: Grievant John Fritter, Department of Mental Health, 6/5/93. This case involved an allegation of erosion due to the use of Security Officers (AFSCME positions) to perform FOP bargaining unit work. There was a dispute of arbitrability in this case because the grievant did not file the grievance as a class action and he was not employed at the institution where the incident arose. The Arbitrator determined the grievance arbitrable. The Arbitrator determined that there was sufficient overlap between the classifications and that the AFSCME*

employees were not performing law enforcement work. The grievance was denied.

#862 *Arbitrator Graham: Grievant Mike Bailey; Department of Mental Health, 4/10/93. This case involved the abolishment of a position. The case is somewhat similar to Award # 879 concerning the use of Security Officers as opposed to Police Officers. The Arbitrator found that the grievant had never exercised his police powers (arrest) in the performance of his duties; therefore the remaining duties could be performed by persons in other classifications. The grievance was denied.*

Explanation: *"Established Term" was added as an Appointment Type covered by the terms of the contract in 2000.*

7.02 Resolution of Dispute

In the event of a dispute between the parties as to future inclusions or exclusions from the unit resulting from the establishment of new or changed classifications or titles, either party to this Agreement may apply to the State Employment Relations Board for resolution of the dispute.

7.03 Bargaining Unit Work

Management shall not attempt to erode the bargaining unit, the rights of bargaining unit employees, or adversely affect the safety of employees.

Except in emergency circumstances, overtime opportunities for work normally performed by bargaining unit employees shall first be offered to those unit employees who normally perform the work before it may be offered to seasonal or exempt employees. Within ninety (90) days of the effective date of the Agreement, the Division of Parks and Recreation will disseminate operational instructions to their managers regarding the implementation of this paragraph. Management will provide the Union with the opportunity to discuss these instructions prior to implementation.

7.04 Special Duty

The Employer, with the participation of the Union, will develop and maintain a process for the application of special duty opportunities for employees. Work requested by an individual or group, other than the employer, will be considered special duty. Examples include but are not limited to, lodge security and yacht club security. Special duty does not include events or other activities sponsored by the Employer.

At events cosponsored by the Employer or conducted as a special event, assignments shall be made to interested bargaining unit members unless the specific job includes a majority of supervisory duties.

The issue of special duty will be referred to labor management committees with the full expectation that they will pursue the matter and attempt to develop acceptable guidelines.

Explanation: *The Union had an interest in exploring options to allow more opportunities for the bargaining unit to work special duty assignments.*

Instructions: *All agencies that have special duty assignments should include the issue of special duty on the agendas of their labor management meetings.*

ARTICLE 8 - NO STRIKE/NO LOCKOUT PROVISION

The language in this Article continues unchanged from the previous Contract.

8.01 Union Prohibition

The Union does hereby affirm and agree that during the term of this Agreement it will not either directly or indirectly, call, sanction, encourage, finance or assist in any way, nor shall any employee instigate, or participate, either directly or indirectly, in any strike, slowdown, walkout, work stoppage or the withholding of services from the Employer. Nothing herein is intended to restrict in any way the Union's right and ability to represent any member or members alleged to have violated the prohibitions set forth in this section.

Explanation: *The new language prohibits the Union, during the term of the contract, from engaging in any type of concerted activity that results in the withholding of services by employees of the Employer. Such prohibition does not prevent the Union from representing those employees who do violate such terms.*

Instructions: *In the event an agency becomes aware of any type of strike, slowdown, walkout, work stoppage, or other withholding of services ('sickout,' 'blue flu,' 'overtime boycott,' etc), the agency should contact the Deputy Director of the Office of Collective Bargaining (OCB), regardless of time of day or night.*

8.02 Affirmative Duty

In addition, the Union agrees that it will cooperate with the Employer in the continuation of its operations and services and shall discourage any violation of this Article. If any violation of this Article occurs, the Union shall immediately notify all employees that the strike, slowdown, work stoppage, or other concerted interference with or the withholding of services from the Employer is prohibited, and not sanctioned by the

Union. The Union will inform all employees of their obligation to return to work immediately.

Explanation: *The new language obligates the Union to cooperate with the Employer in the curtailment of prohibited activity, and to communicate to its members that they should immediately return to their assigned places of work and resume their normal activities.*

Instructions: *Agencies must communicate clearly to OCB their needs and the manner in which operations need to resume, or if a delay in the resumption of operation is needed. OCB will act as the liaison between the affected agencies and the union to coordinate an orderly resumption of work.*

8.03 Disciplinary Actions

It is further agreed that any violation of the above shall be automatic and sufficient grounds for immediate disciplinary action. Any such disciplinary action may be appealed pursuant to Article 20 herein contained.

Explanation:

Discipline up to and including termination shall be imposed for those employees who organize or participate in prohibited activity as defined in this Article.

Instructions: *Agencies are encouraged to address work stoppages in their disciplinary grids. OCB model work rules for work stoppages are:*
A. Participation in a work stoppage or other cessation or disruption of services, either in full or in part (e.g. sick out, slowdown, en mass refusal to work overtime, etc.). (The employer may want to provide for a range of discipline from suspension to removal for the first offense of this section of the rule and removal on the second offense)
B. Organizing, leading, coordinating, promoting or planning a work stoppage or other cessation of services as defined in rule A. (The employer may want to consider removal for the first offense on this section of the work rule).
Agencies should coordinate the gathering of evidence and investigation of violations with designated OCB representatives.

8.04 Employer Prohibition

The Employer agrees that it shall not lock-out any employees.

Explanation: *This language is self explanatory, but does not prevent the Employer from closing facilities or suspending operations due to the compounding impact of the prohibited activity of employees in work sites which are co-dependent for services, security, supplies, etc.*

Instructions: *In the event an agency is being adversely affected due to the prohibited activity of employees in another worksite, and the agency needs to curtail part or all of its operations, the agency should immediately notify OCB for guidance.*

ARTICLE 9 - NON-DISCRIMINATION

The language in this Article continues unchanged from the previous Contract.

9.01

Neither party will discriminate for or against any member of the bargaining unit on the basis of age, sex, marital status, race, color, creed, national origin, religion, handicap, political affiliation, sexual preference, veteran status; or for the purpose of evading the spirit of this Agreement; except for those positions which are necessarily exempted by bona fide occupational qualifications due to the uniqueness of the job, and in compliance with the existing laws of the United States, the State of Ohio, or Executive Orders of the State of Ohio. The Employer may also undertake to ensure equal employment opportunity/affirmative action, in the form of reasonable accommodation, to fulfill or ensure compliance with the Federal Americans with Disabilities Act of 1990 ("ADA"), and corresponding provisions of Chapter 4112 of the Ohio Revised Code not withstanding Article 31.

No grievance will be processed involving any different dollar value of fringe benefits provided to married or single members of the bargaining unit as a result of their being married or single.

Explanation: *The pattern language "Equal employment opportunity" was added in 2000 to clarify that use of the phrase "affirmative action" does not constitute an acknowledgment of any past systemic discrimination.*

ARTICLE 10 - F.O.P. TIME

The language in this Article continues unchanged from the previous Contract.

10.01 Associates

The Labor Council may designate only one Labor Council Associate and alternate at each Department/Agency facility. The Labor Council Associates are union stewards as that term is generally used. The alternate shall serve in the absence of the Associate. The Associate or alternate will be permitted reasonable time off during his/her normal tour of duty to attend to the administration of the Agreement, to investigate and process grievances for employees, and represent employees as provided for in the grievance procedure contained in Article 20. Additionally Associates will be permitted reasonable time off during his/her normal tour of duty to represent employees in predisciplinary meetings at regular rate with no loss of benefits.

During such time the Associate or alternate shall continue to be paid at his/her regular rate and shall receive all fringe benefits, seniority accrual and other benefits. When not using time for such purposes, Associates and alternates will perform their regularly assigned job duties. An employee must have completed his/her probationary period before becoming an Associate or alternate.

In addition to the time permitted by the grievance procedure, each Labor Council Associate or alternate shall be permitted to use a reasonable amount of paid time to consult with Labor Council representatives and represent bargaining unit members at grievance meetings.

Associates and alternates, of the Ohio Department of Natural Resource, may cross division lines within each affected department to represent employees in grievance and predisciplinary meetings. Negotiating Committee members who are off duty or using banked hours under Section 10.04 (B.) may cross departmental and division lines for the same purposes. Each Associate or alternate will notify his/her supervisor of the necessity to leave his/her work assignment to carry out duties in connection with this Agreement. Associates may use a reasonable amount of working time to receive and investigate complaints and grievances of employees on the premises of the Employer only if such activity does not interfere with or interrupt Department/Agency operations and with prior approval by the grievant's supervisor. Permission will be granted after consideration of work operations by the Employer. Such permission will not be unreasonably withheld. If it should become necessary to deny such paid time in connection with the investigation or processing of a grievance, the time provided in the grievance procedure for action to be taken by the Labor Council will automatically be extended. Such extensions will be calculated by adding one working day to the time limits for each day on which the Labor Council Associate or alternate is denied paid time to carry out his/her duties in connection with this Agreement.

Upon entering any work area other than his/her own and prior to engaging in any steward duties, the Associate shall report to the supervisor of the work area. He/she shall identify the nature of the activity he/she is to perform.

The Labor Council shall provide written notification to the Employer of the appointment of Associates or alternates five (5) days prior to such appointment being effective. No appointment will be recognized until written notification is received by the Employer.

All requests for any form of time off from work pursuant to this Article must be made by completing a form or log provided by the Employer, which may include electronic mail. Except by mutual agreement, no employee will be granted any time off pursuant to this Article, without completing the form or log prior to the utilization of such time, and securing authorization by attempting to contact all identified management representatives and obtaining permission to utilize such time. The employee shall enter on the form the time the leave commences, and upon returning, the employee shall enter the return time. Employees who do not return to their worksite prior to the end of the employee's workday shall complete the form at the beginning of the employee's next workday. Employees who normally work out of the office, will work out an acceptable alternative union leave request procedure with their supervisor. In the absence of a mutually agreed to form, the employee shall use state leave forms.

Additionally, Delegates shall be permitted eight (8) hours of paid administrative leave to attend the Ohio Labor Council Annual One Day Conference and up to eight (8) hours of paid administrative leave shall be granted monthly to any bargaining unit employee who serves on the Ohio Labor Council Board of Directors for the purpose of attending the monthly Board of Directors meeting. Up to eight (8) hours of paid administrative leave shall be granted annually to Labor Council Associates or officers for the purpose of associate training, and paid administrative leave shall be granted for any time spent serving on the OCSEA Benefits Trust Board.

Explanation: *This section requires Associates to complete a log or form before they begin any Union business as described in this Article. Supervisory approval (signature) is required, unless the supervisor is unavailable. Supervisors should instruct employees who normally perform Union functions of approval requirements in the supervisor's absence. The Union must verify the member's attendance for any meeting requested under this Article.*
Note that partnership activities will not follow these provisions.

Instructions: *Instructions and the form/log to be used by employees are found in Collective Bargaining Clarification Letter No. 03-07-01, which superseded previous Letter No. 00-06-01. Questions should be directed to your Labor Relations Specialist in the Office of Collective Bargaining.*

10.02 FOP/OLC Designated Meeting Areas

The F.O.P./O.L.C. shall have access to all Department/Agency approved public meeting areas/facilities and shall be in compliance with Department/Agency regulations regarding use of these designated areas.

10.03 Contact With Employees

When contacting the employee, the Labor Council representative or Associate will first seek the permission of the employee's supervisor. Contact will be granted provided it does not unreasonably disrupt work operations.

Labor Council representatives or Associates shall have reasonable visitation privileges to facilities including academies for purposes of administering this Agreement provided that this privilege will be exercised in a manner so as not to unreasonably interfere with operations or the duties of the employees and only after seeking permission of the supervisor. Such visitation privileges may include the purpose of explaining Labor Council or F.O.P. membership, services, or programs.

Labor Council representatives on joint Labor Management Committees may utilize state vehicles when available to travel to applicable meetings.

10.04 Labor Council Delegate and Officer Leave

A. A bank of 1,000 hours of unpaid time off each year of the contract will be made available to Labor Council delegates and officers for Labor Council business at the discretion of the Labor Council. This unpaid leave may be used in conjunction with paid time such as compensatory time and personal leave at the option of the specific delegate or officer. If Labor Council delegate and officer leave is used in conjunction with vacation leave, then twenty-one (21) days advance notice must be given.

   The Labor Council will notify the Employer of the names of those employees who may use this unpaid leave. The Labor Council will notify the Employer of the dates of all conferences and conventions to which delegates may be sent one (1) month in advance of the event.

   Other uses of time by Labor Council officers will require notice of fourteen (14) calendar days to the supervisor. In the event of an emergency as defined by Article 61 of this Agreement this leave may be canceled.

B. A bank of hours to be used by the nine (9) negotiating committee members and their designated alternates (same Department only) shall be established. Such bank of hours shall be divided with each member receiving two hundred (200) hours per each fiscal year of this agreement, with no additional hours allocated to alternates. The Labor Council shall provide names of designated alternates by the beginning of each fiscal year. For the purpose of providing this paid leave bank of hours, the vacation balance of each member of the Labor Council within bargaining unit 2 shall be reduced by three (3) hours in the pay period including July 1 of each calendar year. This reduction shall be made from the regular accrual of vacation to which the employee would otherwise be entitled. Members must notify the Employer at least seventy-two (72) hours in advance of any utilization of this time. The Employer may regulate this time due to its operational needs.

Explanation: *The language in subsection 10.04(B) clarifies that any alternates appointed by the Labor Council must draw from the original, total bank of hours received by the primary nine committee members. To qualify for approved hours, names of alternates must be provided by the beginning of each fiscal year.*

Instructions: *Supervisors should maintain accurate records regarding usage.*

10.05 Labor Council Materials

No bargaining agent insignia, emblems, decals, buttons or novelty items shall be posted, pasted, or otherwise affixed on state property. This section shall not restrict the right of any bargaining unit member to wear union insignia on clothing except when the safety and/or treatment plan of patient, client, or inmate is involved, or such insignia is prohibited by agency uniform dress codes.

10.06 Negotiating Committee

The Labor Council Bargaining Committee shall consist of nine (9) bargaining unit employees. Members of the negotiating team shall be granted paid administrative leave for the time of each negotiating session. Paid administrative leave shall be limited to eight (8) hours for each day of negotiations. The respective Departments/Agencies will assign persons appointed to the bargaining team to the day shift for each scheduled bargaining day. Administrative leave shall be limited to a total of one hundred sixty (160) hours for each employee involved in the negotiations process. The Labor Council Bargaining Committee team will each receive one eight (8) hour day paid leave to prepare for negotiations. All travel, lodging and meal expenses of the employees involved shall be the responsibility of the employee organization. Members of the Labor Council's bargaining team shall not use State vehicles for transportation to or from bargaining sessions.

10.07 Bargaining Agent Business

No bargaining agent business will be conducted on the agency's premises, except as expressly permitted by the terms of this Agreement.

10.08 O.P.O.T.C. Memorial Service

Each F.O.P. lodge president within the bargaining unit may designate one (1) member of his/her lodge to attend the Ohio Peace Officers Training Academy Law Enforcement Memorial Ceremony. Such designated employees attending this ceremony will be released from work with pay.

ARTICLE 11 - DUES DEDUCTION

The language in this Article continues unchanged from the previous Contract.

11.01 Deduction of Dues

The Employer agrees to deduct from the wages of any employee, who is a member of the Labor Council, all Labor Council membership dues uniformly required. The Labor Council will notify the Employer annually of its dues, fair share fees, and current membership, and will update this information as needed.

The Employer agrees to deduct from the wages of all employees who are members of an affiliated Lodge of the Fraternal Order of Police (Lodge Numbers 140, 143, 144, and 149) all Lodge dues uniformly required.

11.02 Fair Share Fee

All members of the bargaining unit shall either become dues paying members of the Fraternal Order of Police, Ohio Labor Council, or as a condition of continued employment, remit to the Labor Council a fair share fee in an amount set by the Labor Council in accordance with the provision of the Ohio Revised Code, Section 4117.09(C). This amount shall be deducted from the wages of all such non-member employees on the same basis as the deductions made for dues from members of the Labor Council. Nothing in this section shall be construed to require any employee to become a member of the Labor Council or a member of any Lodge of the Fraternal Order of Police. Dues and fair share fees shall be paid by employees while on disability leave as provided in Article 43 and deducted from the benefits received.

11.03 Collection of Dues Deductions and Fair Share Fee

The Labor Council agrees to save the State of Ohio harmless in the event of any legal controversy with regard to application of this provision.

All dues and fair share fees collected shall be paid over by the Employer once each month to the Fraternal Order of Police, Ohio Labor Council, Inc. No fees will be charged for this deduction.

11.04 Religious Accommodation Pursuant to Title VII

An employee may file notice with the Labor Council, at its Central Office, challenging the deduction of fair share fees on the basis of bona fide, sincerely held religious beliefs under Title VII. The notice must contain a current mailing address and the social security number of the employee. Upon receipt of said notice, the Labor Council shall notify the Office of Collective Bargaining (OCB) in writing, that the fair share fees of the employee are to be withheld, but not remitted to the Union, until further notice. The Labor Council shall forward an "Application for Religious Exemption" to the employee for completion.

The application shall be reviewed for approval within sixty (60) days of receipt. Should the parties be unable, within this time period, to resolve this matter by either a written agreement or withdrawal of the application, the matter shall be set for arbitration. Similarly situated applications may be scheduled for arbitration collectively. The employee(s) and the Labor Council shall mutually agree upon an Arbitrator, and except as may otherwise be agreed upon, in writing, between the employee and the Labor Council, the arbitration shall be conducted in accordance with this agreement. If the parties cannot agree to an Arbitrator, then they shall secure a list of seven (7) Arbitrators from FMCS and use the alternative strike method to determine the Arbitrator. The expense of the arbitration shall be borne by the Labor Council.

The Arbitrator shall analyze the claim in accordance with the standards of Title VII and all applicable case law. If the Arbitrator determines that the employee is entitled to relief under Title VII, the Arbitrator shall direct that the appropriate portion of the fair share fee attributable to the employee be directed to a charitable organization mutually agreed upon between the employee and the Labor Council. If the Arbitrator determines that the employee is not entitled to relief under Title VII, then the application shall be dismissed. Any accommodation shall comply with Title VII. The Labor Council shall forward a copy of the arbitration decision to OCB in order to direct the payment of funds that have been withheld but not remitted to the Labor Council, and any future fair share fees of the affected employee in compliance with the decision and this section.

Explanation: *This language provides a mechanism for employees who object to paying union dues based on bona fide, sincerely held religious beliefs. Employees must notify the Union, who then must notify OCB. Upon receipt of the Union's notice, OCB shall inform DAS Payroll, who will continue to withhold the employee's biweekly deduction, but will not remit to the Union. Upon completion of the appeal process, the Union shall notify OCB of the resolution. OCB shall notify DAS Payroll to release the withheld funds to be disbursed pursuant to the resolution. The State's only role in this process is withholding the biweekly deduction from the FOP until resolution of the appeal and forwarding dues to the appropriate entity upon resolution. (Reference: United States of America and Glen Greenwood v. State of Ohio, et al, Case No. C5-CV-799 United States Equal Employment Opportunity Commission and Glen Greenwood v. Ohio Civil Service Employees Association, AFSCME, Local 11, AFL-CIO, et al Case No. 05-CV-881)*

Instructions: *Employees should file notice of their objection with the FOP at its central office. Only after an objection is properly filed and forwarded to OCB will OCB notify DAS Payroll to begin withholding, but not remitting the employee's biweekly deduction. Questions regarding the application of this Section should be referred to OCB.*

ARTICLE 12 - BALLOT BOXES AND ELECTIONS

The language in this Article continues unchanged from the previous Contract.

The Labor Council shall be permitted, after providing prior notification to the Director/Superintendent, to place ballot boxes at facilities for the purpose of collecting members'ballots on either approval or disapproval of a factfinder's report, ratification of the Agreement, or election of officers and delegates of the exclusive bargaining agent as specified in Article 1 of this Agreement.

Ballot boxes will be under such supervision as deemed appropriate by the Labor Council, and The Employer shall bear no responsibility for the conduct of elections. All balloting and supervision of ballot boxes shall be on off-duty time.

Appropriate representatives from the Labor Council and the Employer will meet to establish the location of the ballot box at each facility.

ARTICLE 13 - F.O.P./O.L.C. BULLETIN BOARDS

The language in this Article continues unchanged from the previous Contract.

The respective Department/Agency shall provide a suitable bulletin board or an appropriate alternative space for the use of the Labor Council at each work facility for the purpose of posting bulletins, notices and other materials affecting the employees in the bargaining unit. The posting of any Labor Council materials shall be restricted to such bulletin board space except that, in each work location where a bulletin board is not provided for the Labor Council, the Department shall designate an appropriate alternative space where such materials may be posted. Any material posted will be dated and signed by the appropriate Labor Council and Department representative prior to such posting.

The Labor Council agrees not to post any material which is profane, obscene or defamatory to the Employer, its representatives, or any individual, or which constitutes campaign material between competing employee organizations. The Labor Council representative and facility administrator shall be held responsible for maintaining the accuracy and ethical standards of any material posted pursuant to this Section. The Labor Council representative or facility administrator shall remove any materials in violation of this Section.

The unresolved posting of material at a Department facility may be referred to the Office of Collective Bargaining for final resolution.

ARTICLE 14 - HEALTH AND SAFETY

The language in this Article continues unchanged from the previous Contract.

14.01 Mutual Concern

Occupational safety and health is the mutual concern of the Employer, the Labor Council, and employees. The Labor Council will cooperate with the Employer in encouraging employees to comply with applicable safety rules and regulations.

14.02 Compliance

The Employer and employees shall comply with applicable Federal, State, and local safety laws, rules and regulations; and departmental safety rules and regulations.

14.03 Equipment

Whenever safety devices or personal protection equipment are provided by the Employer, the employee shall be required to use and care for them.

14.04 Unsafe Conditions

All employees shall report promptly unsafe conditions to their supervisors. If the supervisor does not abate the problem, the matter should then be reported to the appropriate management designee. In such event, employees shall not be disciplined for reporting these matters to these persons. The appropriate supervisor shall attempt to abate

the problem or will report to the employee or his/her representative in five (5) days or less reasons why the problem cannot be abated in an expeditious manner.

14.05 Unsafe Equipment

The Employer will not instruct an employee to operate any equipment which anyone in the exercise of ordinary care would reasonably know that such operation might cause injury to the employee or anyone else. An employee shall not be subject to disciplinary action by reason of his/her failure or refusal to operate or handle any such unsafe piece of equipment. In the event that a disagreement arises between the employee and his/her supervisor concerning the question of whether or not a particular piece of equipment is unsafe, the appropriate management designee shall be notified and the equipment shall not be operated until that designee has inspected said equipment and deemed it safe for operation. Any question concerning the propriety of directives may be resolved in the grievance procedure.

14.06 Safety Rules

The Employer retains the right to establish work safety and health rules. When such rules are established, the Labor Council will be notified. The parties recognize the responsibility of bargaining unit members to carry out directives. An employee shall not be disciplined for a good faith refusal to engage in an alleged unsafe or dangerous practice which is in violation of applicable Federal, State, Departmental and Local safety laws, rules and regulations. In the event that a disagreement arises between an employee and his/her supervisor concerning the question of whether or not a particular directive is in violation of applicable laws, rules and regulations, the matter shall be referred to the appropriate management designee for resolution. The directive shall not be resumed until the management designee deems this directive in compliance with appropriate laws, rules and regulations. Nothing in this section shall be construed as preventing an employee from grieving the management designee's decision.

14.07 Mandatory Tuberculosis Screening

Mandatory tuberculosis screening may be conducted annually for all employees in agencies with higher incidence of risk. Based on the risk assessment, some employees or work areas may need to be tested more often than annually. Such additional testing will be based upon Center for Disease Control (CDC) guidelines. The Employer will hold the employee harmless from any cost incurred as a result of additional tests or x-rays incurred as a result of a positive test.

14.08 Health and Safety Agenda

All agencies covered by this Agreement shall include a health and safety agenda in conjunction with the Labor/Management Committee under the same guidelines as in Section 15.02.

Explanation: *Separate requirement for Department of Natural Resources Health & Safety Committee was deleted April 1, 2001.*

14.09 Duty to Report

An employee who knows of defects in equipment by which anyone in the exercise of ordinary care would reasonably know might cause injury has a duty to inform his/her

supervisor or the appropriate management designee of these facts. An employee who knows of the conduct, work habits or performance of a fellow employee, supervisor or other person, which causes danger during employment, or will likely lead to the injury of others, is under a duty to inform his/her supervisor or the appropriate administrator.

ARTICLE 15 - JOINT COMMITTEES

The language in this Article continues unchanged from the previous Contract.

15.01 Purpose

It is the desire of the Employer and the Labor Council to maintain the highest standards of safety and professionalism in the delivery of service to the citizens of Ohio.

15.02 Composition and Conduct of Labor/Management Committee

For each department that has more than fifty (50) employees in the bargaining unit, the Department and the Labor Council shall each appoint four (4) members to the Labor/Management Committee. The purpose of this committee is to provide a means of continuing communication between the parties and for promoting a climate of constructive employee-employer relations. This committee will meet as frequently as the parties feel necessary but not less than twice yearly, and discuss any issues which either party wishes to raise relating to the Department provided that no agreement may be reached on any matter that would alter in any way the terms of this Agreement. Neither party has an obligation to act upon the issues raised.

It is the intent of both the Employer and the Labor Council that the Labor/Management Committees act responsibly to resolve issues. The Office of Collective Bargaining will provide assistance to the committees as requested regarding resources and techniques in dispute resolution.

The Labor/Management Committee may decide to expand its membership on an as-needed basis for a temporary period. These members will be paid their regular rate of pay. All meetings will be held while committee members and sub-committee members are in work status.

15.03 Quality Service Through Partnership (QStP)

A. Commitment

The Employer and the Union are mutually committed to continual improvement of quality of state provided services through a joint partnership involving union leaders and staff and the bargaining unit members they represent, agency directors and their agency management staff at all levels of their organizations. This partnership of union and management shall be known as the Quality Services through Partnership (QStP) program, and it shall be the primary quality improvement process utilized in agencies with FOP bargaining unit employees. QStP will be jointly developed, implemented and monitored. It is recognized by the parties that QStP is a separate process from the normal collective bargaining and contract administration procedures. The purpose of the QStP program will be to establish a quality work culture and environment which allows for a collaboration of management and bargaining unit talents through use of the quality process and procedures to develop and deliver quality services through union and

management teamwork and employee involvement and empowerment. As a result of their mutual commitment to improving quality services, no employee will lose employment solely as the result of his activities, actions or recommendations generated under a QStP process.

Explanation: *This Section provides the philosophical background of QStP. It provides for the purpose of OStP and recognizes that OStP will not be used as a tool for layoffs.*

Instructions: *Please refer to the next Section for specific topic guidelines appropriate for discussions.*

B. Scope of Activities

No QStP or Problem Solving Team will have authority to discuss change, modify or infringe upon issues which are related to wages, hours and terms and conditions of employment. Whenever a matter covered by a collective bargaining agreement is raised in a QStP Quality Improvement Process Team (QIP) or Problem Solving Process Team (PSP), the matter shall be suspended until the members of the Statewide Steering Committee have expressly agreed to continued involvement in the matter by the QIP or PSP Team. The following represent general examples of items or issues which may or may not be worked on by QStP teams:

Off Limit Activities	**Acceptable Activities**
Salaries	Agency Quality Service or Agency Product
Grievances	Work Environment Safety
Union Contract Interpretations	Reductions In Paperwork
Benefits	Savings In Time, Effort or the Handling of Materials
Working Conditions	Improvement In Process, Methods or Systems
Working Hours	Improvement In Facilities, Tools or Equipment
Classification	Elimination of Waste of Materials And Supplies
Discipline	Reductions in Hazards to People or Property

Whenever there is discussion over off limit activities as stated above, or other matters which are normally reserved to the collective bargaining process, no final decision or action shall be taken except through the grievance or collective bargaining process as agreed to by the parties.

Explanation: *This Section enumerates the types of issues which cannot be affected by the QStP process. In addition, it suggests issues which may be discussed and worked on by QStP teams. By contract, QStP teams cannot work toward change on issues which affect the wages, hours, terms and conditions of employment, or the collective bargaining agreement without prior approval from the Statewide Steering Committee. This will assist groups in avoiding unfair labor practices or violations of the collective bargaining agreement.*

Instructions: *The guidelines must be carefully administered. The Agency QStP Coordinator may require some assistance from Agency Labor Relations Officers in the application of these guidelines.*

The management representatives of the Joint State Steering Committee on QStP will be appointed by the Governor. Each Agency must have a Joint Agency Steering Committee, the formulation of which is established by the Joint State Steering Committee. The Union will determine which union representatives will be on both the State and Agency Committees. Management must designate its own representatives.

It is the responsibility of each Agency's Steering committee to develop plans and activities to meet the needs and mission of the particular agencies. Agency Steering Committees have the discretion, within their Steering Committee Guidelines, to establish QIP or PSP work teams.

Any employee, bargaining unit or exempt, may request that a topic or issue be discussed by a QStP work group or the Agency Steering Committee. That request should be made to a member of the Agency Steering Committee or designated work group. The Agency Steering Committee or work group is then obligated to discuss the topic or issue at their regularly scheduled meeting. The Agency Steering Committee or work group shall report back to the individual who suggested the topic or issue to inform him/her of the results of the discussion.

If the topic is covered by the collective bargaining agreement, the discussion of the issue shall be suspended until the topic or issue has been brought before the Statewide Steering Committee and it expressly agrees to the continued discussion.

Any work group or committee set up under the auspices of QStP shall operate by a consensus of votes unless it determines otherwise. If a designated work group cannot determine whether or not an issue should be discussed, or cannot reach consensus on an issue, the issue should be raised to the Agency Steering Committee. Similarly, if the

Agency Steering Committee cannot make a determination for the work group, or cannot determine on its own whether or not an issue should be discussed, the Agency Steering Committee should raise the issue for the Statewide Steering Committee.

The details of how each Steering committee or designated work group operates should be left to the Agency's QStP coordinator. The QStP coordinator should take direction from the Statewide Steering Committee.

C. Steering Committees

The Quality Services through Partnership Program will be directed by a Joint State Steering Committee composed of an equal number of management appointees and representatives of each of the unions representing State employees that choose to participate in the program. The parties may mutually agree to add members to the committee who represent outside interests (e.g. legislative representation, private sector, etc.). Each agency shall also have a Joint Agency Steering Committee. The number and composition of the committee will be determined by a consensus of the state steering committee membership. Each party shall determine its own representatives who will serve on the statewide, agency and other QStP Committees. Time spent on authorized QStP matters shall be considered time worked. Whenever possible, state and agency steering committee meetings will be held between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, and employees will have their regular schedule adjusted to coincide with these meetings.

Steering Committees at each level will have the responsibility for the development of plans and activities for the implementation of principles and processes described in Section 15.03 of this Article, as well as the review of plans developed by subordinate steering committees and the oversight of QStP activities within their jurisdiction. QStP issues and matters which are not resolved at the steering committee level may be referred to the next higher steering committee level for assistance and advice.

Explanation: *This Section provides for steering committees at the statewide and agency level and outlines their responsibilities for QStP activities throughout the state or their particular agency. This was incorporated into the contract to protect both labor and management from allegations of management domination of a labor/management relationship.*

Instructions: *The Steering Committees should be provided with a contact person in labor relations at each agency. The labor relations contact should refer problems to the OCB Labor Relations Specialists.*

D. Training

Training for all managers, supervisors, employees and union leaders and staff in the concepts, skills and techniques of the QStP processes and procedures will be conducted at the Employer's expense. It is the intent of this agreement that insofar as it is practical, bargaining unit leadership and their exempt counterparts (e.g. local Union president and officers and superintendent, assistant superintendent or other senior staff members will attend the same training). Whenever possible, the training in QStP matters will be presented by a joint union/management team, members of which will be designated by each party. The training will consist of the training offered or authorized through the State Office of Quality, as authorized by the Joint Steering Committee.

Explanation: *This Section provides for QStP training, by a joint labor/management team when possible, for all employees.*

Instructions: *Future training sessions should be scheduled and conducted as specified. Any problems, questions or concerns, or implementations of this section should be directed to an OCB Labor Relations Specialist.*

E. Employment Security Assurances

No bargaining unit member shall lose employment solely as the result of actions or recommendations from participation in a QStP QIP or PSP process. If jobs are changed, altered or eliminated, management shall attempt to find other suitable employment within the employee's office, institution or county, or geographical jurisdiction, in that order for those employees affected; and as necessary, their pay shall be set in accordance with Article 55. Employees shall not be subjected to loss of pay or layoff pending suitable placement under this Section.

ARTICLE 16 - OHIO EMPLOYEE ASSISTANCE PROGRAM

The language in this Article continues unchanged from the previous Contract.

16.01 Committee Representation

The F.O.P. Ohio Labor Council shall be granted representation on any committees that may be established to accomplish the aims of the Ohio Employee Assistance Program (E.A.P.).

16.02 Guidelines

The F.O.P. Ohio Labor Council will cooperate in the operation of the Ohio E.A.P. and abide by the guidelines established for the program.

16.03 Employees Covered Under Ohio E.A.P.

The Ohio E.A.P. will be available to members of the bargaining unit and their immediate family (spouse and children). To the extent possible, the services of the Ohio

E.A.P. will also be made available to employees who are temporarily laid-off, retired, or disabled.

16.04 Scope of Coverage

Alcoholism, drug abuse, family or marital distress, social and relationship problems, mental or emotional illness, legal problems, financial problems, and related environmental conditions are illnesses or problems that can often be successfully treated or resolved. All employees with these problems or illnesses will receive assistance in locating treatment for these problems or illnesses.

16.05 Applicable Provisions

Nothing in this Article is to be interpreted as a waiver of other provisions or procedures contained elsewhere in this Agreement.

16.06 Referrals

It is expected that through employee awareness and educational programs, employees will seek information and/or assistance on their own initiative. Such requests will be processed as voluntary and informal rather than formal referrals.

16.07 Expenses

Expenses incurred for treatment and hospitalization will be provided under group health insurance programs wherever possible. All payments to third parties for diagnosis or treatment not covered by group health insurance are the responsibility of the individual seeking and/or receiving treatment.

16.08 Diagnostic, Referral and Case Management

The cost of diagnostic, referral and case management services provided by the Community Services Centers will be covered through third party reimbursement under the State health insurance plans made available to employees or by the individual seeking and/or receiving services.

16.09 Leave

Leave will be authorized in accordance with the provisions of this Agreement for diagnosis and referral, motivational counseling, individual and group counseling appointments, treatment in a community treatment facility and other recovery services. Any and all provisions involving paid or unpaid leave may be used by employees participating in Ohio E.A.P. referrals.

16.10 Formal and Voluntary Referral

The services of the Ohio E.A.P. Central Office shall be provided for employees and their families who voluntarily refer themselves for assistance, or accept assistance through informal referral, as well as those employees for whom formal referrals are necessary.

16.11 Confidentiality

Confidentiality of records shall be maintained at all times within the Ohio E.A.P. Information concerning an individual's participation in the program shall not enter his/her personnel file. In cases where the employee and the Employer jointly enter into a voluntary agreement, in which the Employer defers discipline while the employee pursues a treatment program, the employee shall be required to sign appropriate releases of information to the extent required to enable the Ohio E.A.P. staff to provide the Employer with reports regarding compliance or non-compliance with the Ohio E.A.P. treatment program.

16.12 Job Security

An employee seeking and/or accepting assistance to alleviate an alcohol, other drug, behavioral, or emotional problem will not jeopardize his/her job security or consideration for advancement.

16.13 Diagnosis of Problems

It is recognized that supervisory and management personnel are not qualified to diagnose an employee's problem. They may make referrals to the Ohio E.A.P. Likewise, the Fraternal Order of Police, Ohio Labor Council officers, Associates, and members of the bargaining committee are not qualified to diagnose a member's problem, within the context of the Ohio E.A.P. They may also make referrals.

ARTICLE 17 - PERSONNEL FILES

The language in this Article continues unchanged from the previous Contract.

17.01 Inspection of Personnel Files

Any bargaining unit member shall have the right to inspect his/her personnel file, except material which may not be disclosed in accordance with Chapter 1347 of the Ohio Revised Code, upon request during normal business hours, Monday through Friday (except holidays). The member has the right to provide written authorization for his/her bargaining agent representative to act for the member in requesting access to the personnel file and in reviewing said file. Anyone inspecting a member's file shall sign indicating he/she has reviewed the file.

The member's personnel file shall not be made available to any person or organization other than the Employer without the employee's express written authorization unless pursuant to court order, subpoena or written request made pursuant to the Ohio Public Records Act. Records of residential and/or familial information for members meeting the ORC 149.43 and ORC 109.71 definitions of "peace officer" will be excluded from any information request made pursuant to the Ohio Public Records Act and will not be released. Peace officer residential and familial information will encompass the types of information listed in ORC 149.43, (A), (7), (a) through (f).

17.02 Amount of Personnel Files and Documents

There shall be only one (1) official personnel file for each employee which shall be maintained in the (Central) personnel office of the Department/Facility. Additional personnel files may be established and maintained provided that no material relating to conduct, discipline or job performance shall be maintained in any file that is not also maintained in the official file. A copy of all documents relating to conduct, discipline or work performance shall be given to the employee at the time of its placement.

17.03 Inaccuracies

If a bargaining unit member has reason to believe that there are inaccuracies in documents contained in the personnel file, the member may write a memorandum to the Director/Superintendent explaining the alleged inaccuracy. If the Director/Superintendent or designee concurs with the member's contentions, the Director/Superintendent or designee may either remove the document or attach the member's memorandum to the

document in the file and note there on the Director/Superintendent or designee's concurrence with the contents of the memorandum. If the Superintendent or designee does not concur, he/she will attach the member's memorandum to the document.

17.04 Copies

Any member, or a representative granted permission in writing by a member, may obtain a copy of material contained in his/her personnel files except the material excluded in Section 17.01 of this Article without cost.

In any case in which a reprimand, suspension or dismissal is disaffirmed or otherwise rendered invalid, all documents relating thereto will be removed from all department files.

17.05 Disciplinary Record Removal and Limited Access File

Records of verbal and written reprimands will not be utilized by the Employer beyond a twelve (12) month period if no further disciplinary action occurs during the twelve (12) month period. Records of suspensions and demotions will not be utilized by the Employer beyond a twenty-four (24) month period if no further disciplinary action occurs during the twenty-four (24) month period. The retention period shall be extended by a period equal to employee leaves of fourteen (14) consecutive days or longer, except for approved periods of vacation leave and compensatory time.

These records of disciplinary actions and all documents related thereto shall be removed from the employee's personnel file and maintained in a limited access file utilized only for administrative purposes such as response and defense to actions filed in any court or administrative agency by the employee or by a third party, but in any case shall not be utilized in relation to any decision regarding disciplines. Section 17.05 applies to all disciplinary records whenever placed in the employee's personnel file.

Such limited access files shall be maintained in the respective agency records center or at the central records center of the Department of Administrative Services.

Explanation: *The language allows an extension of the retention period for discipline equal to employee leaves of 14 consecutive days or more, except for approved vacation. For example, if an employee goes out on disability, for 6 months, any active discipline should be retained for 6 additional months.*

Instructions: *Currently, this function in not automated through OAKS. Agencies must track any extensions of the discipline retention period. If you have questions regarding the application of this section, please contact your OCB Labor Relations Specialist.*

ARTICLE 18 - ADMINISTRATIVE INVESTIGATION

18.01 Purpose

The parties recognize that the State has the right to expect that a professional standard of conduct be adhered to by all unit personnel regardless of rank or assignment. Since administrative investigations may be undertaken to inquire into complaints of misconduct by bargaining unit employees, the State reserves the right to conduct such

investigations to uncover the facts in each case while protecting the rights and dignity of accused personnel. In the course of any administrative investigation, all investigative methods employed will be consistent with the law.

18.02 Bargaining Unit Member Rights

1. When an employee is to be interviewed or questioned concerning a complaint or allegation of misconduct, the employee shall be informed of, prior to the interview, the nature of the investigation and whether the employee is the subject of the investigation or a witness in the investigation. Notice shall be provided to employees who are subjects of investigations and shall include:
   a. A statement that the employee is a subject of an administrative investigation.
   b. The nature of the complaint or allegation of misconduct so that the employee knows the subject matter of the interview.
   c. Information to the employee that the interview is part of an official administrative investigation and that failure to answer questions, completely and accurately, may lead to disciplinary action, including dismissal.
   d. The time and location of the interview.
2. The Employer will make reasonable efforts to conduct interviews during an employee's regularly scheduled working hours. In any event, employees will be in on-duty paid status during interviews.
3. Prior to an interview or questioning which might reasonably lead to disciplinary action, the employee will, upon request, be given an opportunity to arrange to have a Fraternal Order of Police, Ohio Labor Council representative present during the interviewing or questioning. Except for situations in which the interview or questioning must take place immediately, no interview or questioning will occur until the employee has a reasonable opportunity to secure such representation. This right does not extend to performance evaluation interviews or meetings the purpose of which is solely to inform the employee of intended disciplinary action. The role of the Fraternal Order of Police, Ohio Labor Council representative at such interview or questioning will be to serve as the employee's representative. Notwithstanding Ohio Revised Code (ORC) 9.84, employees who are interviewed or testify during an investigation have no right to a private attorney, unless authorized by the FOP/OLC Legal Division.

Explanation: *An employee who is a witness or a subject during an investigatory interview has no right to private counsel in addition to their union representative, unless authorized by the FOP/OLC Legal Division.*

Instructions: *If an employee wishes to bring in private counsel, the Union must waive its right to representation.*

---

4. An employee who is a subject of an administrative investigation concerning the employee's performance or fitness for office shall be informed that the interview, questioning or test is part of an official administrative investigation and that the employee is subject to disciplinary action, including dismissal, for failing to

answer the questions accurately and completely to the best of his/her ability. The employee will be advised that the answers may not be used against him/her in criminal proceedings. The administrative investigation waiver shall be provided to the employee and signed by the employee.

5. The interview shall be conducted in a professional manner, with questions posed by one investigator at a time. No threats or promises will be made to induce an answer to a question. Reasonable breaks for necessities will be permitted and questioning will not exceed fifty (50) minutes without a ten (10) minute break unless waived by the employee. If a tape recording or transcript of the interview or questioning is made, the party making such recording shall advise the other party of such recording or transcription prior to the start of the interview or questioning. A copy of the tape recording or transcript will be provided upon request of either party.
6. If at any time prior to or during the administrative investigation interview, it is believed the member has knowledge of, or has participated in, any act which violates the criminal laws of the United States, the State of Ohio, or any of its political subdivisions, and it is contemplated criminal charges may be pursued by the Department, an outside law enforcement agency, or a prosecutor, separate administrative and criminal investigations shall be initiated. At no time will information from an administrative investigation interview held with the member be provided to the criminal investigation.
7. If the criminal investigation is conducted by the Employer, the member shall be advised of all constitutional and other legal rights applicable. Information gathered during the criminal investigation may be provided to the administrative investigators for use during subsequent disciplinary action. Employees shall not be disciplined for exercising their constitutional rights during a criminal investigation interview.
8. At administrative investigation interviews, the Fraternal Order of Police, Ohio Labor Council representative may advise the employee on actions he/she should take, may ask the investigator to clarify questions, and may present the Fraternal Order of Police's position on the matter. At the investigative interview, the investigator need not reveal sources nor evidence. Sufficient grounds must be present prior to initiating an administrative investigation interview and the interview shall focus on the basic complaint or allegation prompting the interview or on related issues or on issues which develop during the interview. The scope of the interview shall be reasonable and may be addressed during the disciplinary grievance procedure.
9. Where the affected employee is on disability, or applying for disability, and is unable or unwilling to attend the administrative investigation interview, he/she shall be offered the right to participate by telephone. The call shall be initiated via speakerphone in the presence of an FOP/OLC representative and Employer representative or designee. Failure of the employee to respond to the offer or phone call shall result in the employee's disability leave benefits being held in abeyance in accordance with Article 43.01(H), unless otherwise mutually agreed between the Labor Council and the Office of Collective Bargaining.

Explanation: *Language in Article 43, Disability, eliminates the payment of disability benefits to an employee who is the subject of a disciplinary investigation until such time as the investigation is completed or thirty days has elapsed. The language added to this Section permits the employee to participate in the investigatory interview via telephone to expedite the completion of the investigation.*

Instructions: *In accordance with Article 43, DAS must be notified when an employee who is applying for disability is under investigation. OCB should be consulted when an agency is attempting to administer discipline where an employee has filed a claim for disability.*

---

10. Upon an employee or the Union's inquiry to the Agency's Labor Relations or Human Resources Department and provided there are no extenuating circumstances, the Employer will inform the employee or the Union within ten (10) working days of the specific status of an investigation of which the employee is a subject.

Explanation: *There was a concern that employees become the subject of investigations and are never notified of the status thus allowing investigations to drag on for an unacceptable amount of time.*

Instructions: *If an employee or the FOP inquires as to the status of an investigation the Employer will inform the employee or Union within 10 days as to the status of the investigation provided there are no extenuating circumstances.*
An example of extenuating circumstances might be an ongoing criminal investigation.

18.03 Chemical and Mechanical Tests

Chemical or mechanical tests may be administered to any bargaining unit member to determine his/her fitness for duty, when such tests are a part of an official administrative investigation or when there is probable cause to believe the employee may be unfit for duty. Such tests may be conducted in accordance with the provisions of the State of Ohio's Drug Free Workplace Program and the Federal Omnibus Transportation Safety Act for those employees subject to such Act, or other methods as mutually agreed to by the parties with the concurrence of the Office of Collective Bargaining. All employees will be subject to random drug testing pursuant to testing procedures and guarantees, as issued by the Drug-Free Workplace Office of the Department of

Administrative Services (DAS). Employees in an initial probationary period who test positive for drugs or alcohol from either a random or reasonable suspicion test shall not be eligible for a last chance or EAP Agreement, and shall be terminated on the first occasion on which they test positive.

18.04 Line-Up

Employees may be required to stand in a line-up.

18.05 Polygraph Machines

The Employer may use a polygraph machine to investigate the truth of statements made by a member in accordance with the Federal Employee Polygraph Protection Act. Additionally, the following conditions will apply to mandated polygraph examinations: Examinations will be ordered only on the basis of a written complaint; Employees required to submit to examination will be limited to the subject(s) of an investigation; Such examinations will be conducted internally, only; The examination must be conducted by a certified polygrapher.

18.06 Notification of Disciplinary Action

When an administrative investigation leads to disciplinary action, the procedures for notification to the employee contained in Article 19 shall be followed.

18.07 No Disciplinary Action Taken

When no disciplinary action is to be taken as a result of the investigation based upon available information, the employee shall be so advised within thirty (30) days after conclusion of the investigation. Administrative investigations of complaints and allegations of misconduct in which no further action is to be taken will be filed in the limited access file provided for in Article 17.

Explanation: *The Union had concerns with the fact that employees who were subjects of investigation were not promptly told as to whether there was no discipline issued. Thus, the timeframe was shortened from 60 days to 30 days.*

Instructions: *Notify employees that no disciplinary action is to be taken within 30 days after the conclusion of the investigation.*

18.08 Disciplinary Action

Disciplinary action shall be instituted within one (1) year of the occurrence or knowledge of the occurrence of the facts giving rise to the disciplinary action, except in the event of a criminal investigation or prosecution of the employee. The beginning of an administrative investigation into the matter shall be the starting date of the one-year period.

18.09 Off-Duty Status

Disciplinary action will not be taken against any employee for acts committed while off duty except for just cause.

18.10 Criminal Investigation Disposition

When the Department has initiated a criminal investigation to parallel an administrative investigation, the Employer shall notify the employee of the disposition of the criminal investigation.

18.11 Anonymous Complaints

When an anonymous complaint, where the complaint if true would not or could not lead to criminal charges, is made against a member and no corroborative evidence is obtained through a prompt investigation by management, the complaint shall be classified as unfounded. No disciplinary action may be brought as the result of unfounded complaints and no reference to such complaint shall be contained in the employee's official personnel file.

ARTICLE 19 - DISCIPLINARY PROCEDURE

19.01 Standard

No bargaining unit member shall be reduced in pay or position, suspended or removed except for just cause.

Any employee who, as a result of the action of any court, loses his or her certification and/or ability to carry a firearm, may be charged with serious misconduct and terminated without progressive discipline.

An employee who is subsequently convicted of or pleads to a felony will be subject to disciplinary action, up to termination, irrespective of any previous discipline received for the same or related conduct; and such discipline shall be deemed to satisfy the standards of just cause and shall not be grievable.

An Employer representative shall not use the knowledge of an event giving rise to the imposition of discipline to intimidate, harass, or coerce an employee.

19.02 Administrative Leave

Upon verbal notification followed within seventy-two (72) hours by written delineation of the reasons, an employee may be placed upon administrative leave with pay at regular rate. The employees will not lose any pay, fringe benefits or seniority as the result of administrative leave. Administrative leave may be instituted as the result of the Employer's reasonable belief that the employee participated in an event or was in a condition of significant consequence to the Employer, the employee, or the public. Such administrative leave with pay shall be for the purpose of investigating the event or the condition.

Administrative leave with pay shall not be considered discipline and is not subject to the grievance procedure as long as no loss of pay or benefits is incurred by the employee.

19.03 Length of Suspensions

No suspension without pay of more than ninety (90) calendar days may be given to an employee.

19.04 Pre-suspension or Pre-termination Meeting

When the Employer initiates disciplinary action which is covered by this Section, written notice of a pre-disciplinary meeting shall be given to the employee who is the subject of the pending discipline. Written notice shall include a statement of the charges, recommended disciplinary action, a summary of the evidence being brought against the

employee and the date, time and place of the meeting. The meeting will be held at a location determined by the Employer. The representative of the Employer at this meeting shall be a member of the Division Staff or Facility Staff, as appointed by the director of the respective agencies or his/her designee, who is impartial and detached: i.e., not having been involved in the incident or investigation giving rise to the discipline.

The employee may waive this meeting. The meeting shall be scheduled no earlier than three (3) working days following the notice to the employee. Absent any extenuating circumstances, failure to appear at the meeting will result in a waiver of the right to a meeting. Where the affected employee is on disability, or applying for disability, and is unable or unwilling to attend the meeting, he/she shall be offered the right to participate by telephone. The call shall be initiated via speakerphone in the presence of the associate and Employer representative or designee. Failure of the employee to respond to the offer or phone call shall result in the meeting proceeding without his/her presence. Any action resulting from said meeting shall not be challengeable on the basis of the employee's absence or lack of participation.

Explanation: *Effective July 1, 2006, for employees who fail to attend a pre-disciplinary meeting, the Union must represent the employee in the employee's absence. Employees who cannot attend due to a disability or disability application shall be offered the opportunity to attend via telephone. Should the employee refuse, the meeting shall be held in the employee's absence.*

A member who is charged, or his/her representative, may make a written request for a one-time continuance of up to forty-eight (48) hours. Such continuance shall not be unreasonably requested nor denied. A continuance may be longer than forty-eight (48) hours if mutually agreed by the parties, but in no case longer than sixty (60) days. There shall be no transcript or recording made at this meeting by either party.

Explanation: *Effective July 1, 2006, continuances for pre-disciplinary meetings cannot exceed 60 days.*

The employee has the right to have a representative of his/her choice present at the meeting. The employee or his/her representative and the Employer's representative have the right to cross-examine any witnesses at the meeting or have voluntary witnesses present at the meeting to offer testimony, provided however, that the Employer maintains the right to limit the witnesses' testimony to matters relevant to the proposed suspension or termination and to limit redundant testimony. The Employer shall first present the reasons for the proposed disciplinary action. The employee may, but is not required to give testimony. After having considered all evidence and testimony presented at the meeting, the Employer's representative shall, within twenty (20) working days of the

conclusion of the meeting, submit a written recommendation to the Employer, the employee and the Labor Council representative involved.

The parties understand that this meeting is informal and not a substitute for the grievance and arbitration procedure.

The Employer shall render a decision within a reasonable period of time to accept, reject, or modify the recommendations.

The employee and the Labor Council representative shall be notified by the Employer of the final disposition of the statement of charges.

19.05 Progressive Discipline

The Employer will follow the principles of progressive discipline. Disciplinary action shall be commensurate with the offense. At the Employer's discretion, disciplinary action shall include:

1. Verbal Reprimand (with appropriate notation in employee's file);
2. Written Reprimand;
3. One or more fines in an amount of one (1) to five (5) days pay for any form of discipline. The first time fine for an employee shall not exceed three (3) days pay;
4. Suspension;
5. Leave reduction of one or more day(s);
6. Working suspension;
7. Demotion;
8. Termination.

However, more severe discipline may be imposed at any point if the infraction or violation merits the more severe action.

The Employer, at its discretion, is also free to impose less severe discipline in situations which so warrant.

The deduction of fines from an employee's wages shall not require the employee's authorization for the withholding of fines from the employee's wages.

19.06 Suspension Options and Implementation Procedure

If a bargaining unit employee receives discipline which includes lost wages or fines, the Employer, at its discretion, may offer the following forms of corrective action:

1. Actually having the employee serve the designated number of days suspended without pay; or pay the designated fine; or
2. Having the employee deplete his/her accrued personal leave, vacation, or compensatory leave banks of hours, or a combination of any of these banks under such terms as may be mutually agreed to between the Employer, employee, and Union.

ARTICLE 20 - GRIEVANCE PROCEDURE

20.01 Purpose

The Employer and the F.O.P. Ohio Labor Council recognize that in the interest of harmonious relations, a procedure is necessary whereby employees can be assured of prompt impartial and fair processing of their grievances. The procedure shall be available to all bargaining unit employees and no reprisals shall be taken against an employee

initiating or participating in the grievance procedure. The grievance procedure shall be the exclusive method of resolving both contractual and disciplinary grievances.

20.02 Definitions

1. A grievance is an alleged violation, misinterpretation or misapplication of a specific article(s) or section(s) of this Agreement.
2. Disciplinary Grievance refers to a grievance involving a verbal reprimand, written reprimand, suspension, removal or a reduction in pay and/or position. Grievances concerning suspensions, removals, or reduction in pay and/or position shall be initiated at Step 2 of the grievance procedure.
3. Day, as used in this Article, means calendar day. The days and times shall be computed by excluding the first and including the last day, except when the last day falls on Saturday, Sunday or legal holiday, the act may be initiated on the next succeeding day which is not a Saturday, Sunday or legal holiday.
4. An F.O.P. Representative is an Associate or an F.O.P. staff representative.

20.03 Prohibitions

The Labor Council shall not attempt to process or solicit as grievances matters which do not constitute an alleged violation of this Agreement.

Initial probationary employees shall not have access to the disciplinary grievance procedure.

20.04 Specific Provision

The grievant shall cite on the grievance form the specific article(s) and/or section(s) or combination thereof that the grievant alleges to have been violated. Failure to cite said provision(s) shall relieve the Employer of any obligation to process the grievance.

20.05 Grievant

A grievance may be initiated by any bargaining unit member who believes himself/herself to be aggrieved by a specific violation of this Agreement.

When a group of bargaining unit members desires to file a grievance involving an alleged violation which affects more than one member in the same manner, the grievance may be filed by the F.O.P. Ohio Labor Council provided that at least one member so affected signs the grievance. Grievances so initiated shall be designated Class Grievances. The title on the grievance shall bear the name of the one (1) affected member plus the designation ‘et al’. Class Grievances shall be filed within twenty (20) days of the date on which any of the like affected grievants knew or reasonably could have had knowledge of the event giving rise to the class grievance.

20.06 Termination of the Issue

When a decision has been accepted by the appropriate parties at any step of this grievance procedure, it shall be final and no further use of this grievance procedure shall take place.

20.07 Grievance Procedure

The parties intend that every effort shall be made to share all relevant and pertinent records, papers, data and names of witnesses to facilitate the resolution of grievances at the lowest possible level. The following are the implementation steps and procedure for handling grievances:

Step 1 - Supervisory Level

An employee having a grievance shall present it to his/her immediate supervisor within twenty (20) days of the date on which the grievant knew or reasonably should have had knowledge of the event giving rise to the grievance. The grievance at this step shall be submitted to the immediate supervisor in writing using a form mutually agreed upon by the parties. The immediate supervisor shall have responsibility to immediately contact appropriate supervisors to schedule a grievance hearing.

Grievances submitted beyond the twenty (20) day time limit will not be honored. The grievance forms may be obtained at each facility. On this form, the grievant shall specify the article(s) and/or section(s) or combination thereof of the Agreement which he/she alleges has been violated, and specify the remedy sought. The immediate supervisor shall indicate the date and time of his/her receipt of the form. Within twenty (20) days of the supervisor's receipt of the written grievance, he/she shall schedule a meeting with the grievant and the appropriate management personnel, as needed, to discuss the grievance. An F.O.P. Ohio Labor Council representative shall attend this meeting. He/she may represent the grievant unless requested not to do so by that person. Management's representative shall respond to this grievance by writing his/her answer on the grievance form and returning a copy to the grievant and a copy to the F.O.P. Ohio Labor Council within twenty (20) days of the meeting required above. Meetings will ordinarily be held at the worksite in as far as practicable. In the ODNR, Division of Parks and Recreation, the Step 1 hearing on grievances involving verbal reprimands shall be conducted by the chief of the division, or designee, who is from outside the park of origin.

Step 2 - Department Director or His/Her Designee (Central Office)

Should the grievant not be satisfied with the written answer received in Step 1, within twenty (20) days after receipt thereof, the grievant or at his/her request the F.O.P. Ohio Labor Council may appeal the grievance to the Director or his/her designee and request that the meeting contemplated by this Step be scheduled by mailing or otherwise delivering a copy of the grievance form to the Director or his/her designee. Upon receipt of the grievance, the Director or his/her designee shall schedule a meeting to be held within twenty (20) days to discuss the grievance. Where available and at the Employer's option, this meeting may be held via telephone conference call or by other electronic communication.

An F.O.P. representative shall attend this meeting. He/she shall represent the grievant, unless such representation is not desired.

The Director or his/her designee shall render a decision in writing and return a copy to the grievant and the F.O.P. Ohio Labor Council within twenty (20) days after the meeting with the grievant.

Step 3 - Arbitration

If the F.O.P. Ohio Labor Council is not satisfied with the answer at Step 2, it may submit the grievance to arbitration under the provisions of Section 20.08 of this Article, by written notice to the Deputy Director of the Office of Collective Bargaining within twenty (20) days after receipt of the Step 2 decision.

Notifications

Subsequent to the filing of the grievance, all notices required during the grievance and arbitration procedure may be made via e-mail with an e-mail receipt proving that notification occurred.

Explanation: *Effective July 1, 2006, for ease of administration, all notices related to the grievance procedure may be made via e-mail. This language does not permit employees to file grievances via e-mail.*

Instructions: *When using e-mail to notify employees of grievance meeting, be sure to use the receipt function of your e-mail program so that you can demonstrate that notification occurred.*

20.08 Arbitration

1. Permanent Arbitrators

The parties will select six (6) individuals as the permanent arbitrators, who will decide all contract disputes for the life of the Agreement. An arbitrator shall serve for the duration of this Agreement, unless he/she is unable to serve or his/her services are terminated earlier by mutual agreement of the parties. The arbitrator shall be notified of his/her termination by a joint letter from the parties. The arbitrator shall conclude his/her services by responding to any grievances previously heard. A successor arbitrator shall be selected by the parties within thirty (30) days after the resignation or termination of the arbitrator.

Should the parties be unable to agree on any of the other details of the arbitration process, all unresolved questions shall jointly be submitted to an arbitrator, for resolution, whose decision will be binding on the parties.

Rules applicable to this Article shall be based, insofar as is practical, on the Voluntary Rules of the American Arbitration Association.

Explanation: *The arbitration panel was increased from four arbitrators to six. Further, if either side desires to remove an arbitrator from the panel prior to the expiration of the collective bargaining agreement, it can only be done through mutual agreement between OCB and FOP.*

Instructions: *Issues regarding the arbitration panel shall be directed to OCB and FOP.*

---

2. Witnesses

The Employer agrees to allow witnesses time off with pay at the regular rate to attend the arbitration hearing. The Associate may be allowed time off, from his/her regular duties to attend an arbitration hearing, provided he/she is utilized as a relevant witness with the direct testimony to the issue of the arbitration.

3. Expenses

a. All other fees and expenses of the arbitrator will be equally divided between the parties.

b. If one (1) party desires a transcript of the proceedings, the total cost for such transcription shall be paid by the party desiring the transcript. If the other party desires a copy, then the total cost for such transcription shall be shared equally by both parties. The parties agree that normally transcripts will not be requested.

c. All other costs incurred by the parties will be paid by the party incurring the costs.

4. Decisions of the Arbitrator

The arbitrator shall render his/her decision as quickly as possible, but in any event, no later than forty-five (45) days after the conclusion of the hearing unless the parties agree otherwise. The arbitrator shall submit an account for the fees and expenses of arbitration. The arbitrator's decision shall be submitted in writing and shall set forth the findings and conclusions with respect to the issue submitted to arbitration. The arbitrator's decision shall be final and binding upon the Employer, the F.O.P. Ohio Labor Council and the employee(s) involved, provided such decisions conform with the Law of Ohio and do not exceed the jurisdiction or authority of the arbitrator as set forth in this Article. The grievance procedure shall be the exclusive method for resolving grievances.

The parties may request that the arbitrator, on a case by case basis, retain jurisdiction of a specific case. In that the parties are using a permanent arbitrator, questions of clarifications of awards will normally be submitted to that arbitrator without the necessity of a further grievance or action. This statement, however, does not limit the ability of either party to exercise any other legal options they may possess.

Explanation: *Effective July 1, 2006, the timeframe for the arbitrator to render a decision was increased from 30 to 45 days to comply with the arbitrator's service contracts.*

---

5. Limitations of the Arbitrator

Only disputes involving the interpretation, application or alleged violation of a provision of this Agreement shall be subject to arbitration. The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement, nor shall the arbitrator impose on either party a limitation or obligation not specifically required by the language of this Agreement. Employees who are terminated and subsequently returned to work without any discipline through arbitration, shall have the termination entry on their Employee History on Computer (EHOC) stricken.

Explanation: *Terminated employees who, as a result of arbitration, are returned to work with any discipline shall not have the EHOC entry deleted. Instead, an entry reflecting the results of the arbitration shall be added to the EHOC. For Example: EHOC would reflect reinstated by arbitration award with a time served suspension.*

Instructions: *The agency when processing the personnel action (P.A.) for such an employee, should reflect in the remarks section on the P.A. how the EHOC should be modified and/or deleted.*

---

6. Subpoena

a. The arbitrator shall have authority to subpoena witnesses pursuant to Section 2711.06 of the Ohio Revised Code. Upon receiving a request to issue a subpoena(s), the arbitrator shall contact the other party and hear and consider objections to the issuance of said subpoena(s). The arbitrator shall not subpoena persons to offer repetitive testimony.

b. When the arbitrator determines that so many employees from the same facility have been subpoenaed that it would impede the ability of the Employer to carry out its mission or inhibit the Employer's ability to conduct an efficient operation, he/she shall make arrangements to take the desired testimony in such manner as will not cause these problems.

c. Where the intent of the parties is determined to be relevant, no more than one (1) member of either bargaining committee may be called as a witness by a party per agreement. Thus, if more than one agreement is submitted as evidence either party may call only one intent witness per agreement.

7. Discovery

Five (5) days prior to the start of an arbitration hearing under this Article, the parties shall deliver the names of all witnesses to each other. Where either party will make an issue of "intent," that party will notify the other party ten (10) days prior to the hearing. Examinations and interview assessment tools shall be released only to a Union designee who is not an employee of the State of Ohio that will use a review process that assures maintenance of security and integrity of the examination.

Explanation: *The language restricts the disclosure of proficiency tests and assessments in order to ensure that the integrity of the instrument is not comprised.*

Instructions: *If the Union requests release of an examination or assessment tool, your OCB Labor Relations Specialist can assist you with obtaining an information sharing agreement from the Union prior to release of the instrument.*

---

8. Issues

Prior to the start of an arbitration under this Article, the Employer and the F.O.P. Ohio Labor Council shall attempt to reduce to writing the issue or issues to be placed before the arbitrator. In cases where such a statement of the question is submitted, the arbitrator's decision shall address itself solely to the issue or issues presented and shall not impose upon either party any restriction or obligation pertaining to any matter raised in the dispute which is not specifically related to the submitted issue or issues. More than one issue may be submitted at the same time to arbitration, particularly if they are related to each other, by mutual agreement.

9. All arbitrations shall be scheduled at a time and place mutually agreed to by the parties. Any disputes over time or place will be decided by the arbitrator.

Explanation: *This language was added to permit arbitrations to be held at an institution or other agency location when it is more convenient for the witnesses or in the event the arbitrator needs access to the location where an incident giving rise to the arbitration occurred.*

Instructions: *If there is a dispute over the time or place of the arbitration, please contact the OCB Dispute Resolution section.*

20.09 Disciplinary Grievances

1. An employee with a grievance involving a suspension, fine**,** demotion, or discharge shall file his/her grievance at the Step 2 level within twenty (20) days of notification of such action.
2. Verbal and written reprimands shall be grievable. Verbal reprimands shall be grievable through Step 1 which shall be the final level of review. Written reprimands shall be grievable through Step 2 which shall be the final level of review. Verbal and written reprimands shall not be subject to arbitration under this Agreement.
3. In cases involving termination for dishonesty or making false statements, if the arbitrator finds dishonesty occurred or false statements were made, the arbitrator shall not have authority to modify the disciplinary action.

Explanation: *The language limits Arbitrators from modifying the level of discipline for an Employee who is terminated for dishonesty or making false statements if it is proven that the violation occurred.*

Instructions: *Modified language applies to any termination after July 1, 2003.*

20.10 Minor Suspensions Procedure

1. This procedure may be utilized for all disciplinary suspensions of ten (10) workdays or less.
2. Other disciplinary cases may be held pursuant to this procedure by mutual agreement.
3. The parties may utilize notarized statements from witnesses which shall be received by the arbitrator and considered as evidence. Such witness statements shall be exchanged at least five (5) days prior to the scheduled hearing. Any party wishing to cross-examine on the contents of a notarized statement shall request the voluntary appearance of the witness. The party receiving the request shall either produce the witness or ask the arbitrator to resolve any difference regarding such appearance.
4. If witnesses are used to present facts, no more than three (3) per side may be called, except by mutual agreement. The parties may call rebuttal witnesses. If there is a dispute regarding the appearance of witnesses, it shall be resolved by the permanent arbitrator.
5. On the day of the hearing, the arbitrator shall consider the arguments of the representatives of each party and any witness testimony or notarized statements. Documents may be entered by either side without the necessity of identification by a witness.
6. No briefs shall be used.
7. Both parties hereby waive the right accorded by Ohio Revised Code Chapter 2711 to appeal these expedited decisions to court and agree that this section shall be asserted as a valid defense to any such appeal.

20.11 Representation

1. In each step of the grievance procedure outlined in this Article, certain specific F.O.P. Ohio Labor Council representatives are given approval to attend the meetings therein prescribed. It is expected that, in the usual grievance, these plus the appropriate Employer representatives will be the only representatives in attendance at such meetings. However, it is understood by the parties that, in the interest of resolving grievances at the earliest possible step of the grievance procedure, it may be beneficial that other representatives or witnesses, not specifically designated be in attendance. Therefore, it is intended that either party may bring additional representatives or witnesses to any meeting in the grievance procedure, but only upon advance mutual agreement among the parties specifically designated to attend providing such additional representatives have input which may be beneficial in attempting to bring resolution to the grievance. Such witnesses shall be allowed time off with pay from their regular duties for attendance at such meetings.
2. The grievant and the Associate shall be allowed time off with pay at regular rate from regular duties for attendance at scheduled meetings under the grievance procedure. The grievant and the Associate will not receive overtime pay to engage in grievance activities provided herein; however, grievance meetings shall usually be held during normal working hours.
3. Employees shall have the right of F.O.P. Ohio Labor Council representation upon request at each step of the grievance procedure. The F.O.P. Ohio Labor Council

shall be the exclusive representative of the employee in all matters pertaining to the enforcement of any rights of the employee under the provisions of the Article.

4. A Labor Council associate or an alternate may attend at the Union's discretion, the meetings scheduled at each step of the grievance procedure.
5. In the event an employee refuses or fails to attend a mediation/arbitration hearing, the Union must, except in extraordinary circumstances, proceed with the hearing or withdraw the grievance.

Explanation: *Should an employee fail to attend a hearing, the Union can proceed without the employee, or withdraw the grievance. This language applies to every case that is heard subsequent to July 1, 2006.*

Instructions: *The "extraordinary circumstances" provision for failure to attend should be decided on a case-by-case basis.*

20.12 Miscellaneous

1. The grievant or the F.O.P. Ohio Labor Council representative and management, may mutually agree, at any step, to a time extension, but such agreements must be in writing and signed by both parties. Any step in the grievance procedure may be skipped by mutual consent, written and signed by both parties.

   Approved leave with pay shall constitute an automatic time extension to the grievant with respect to such days. In the absence of such mutual extensions, the grievance will, at any step where response is not forthcoming within the specified time limits, automatically be considered submitted to the next successive step in the grievance procedure. Should the grievant or F.O.P. Ohio Labor Council fail to comply with the time limits specified herein, the grievance will be considered to have been resolved in favor of the position of the Employer and that decision will be final. In the event the Union fails to advance a grievance to arbitration when there are no criminal charges pending on the matter, within one hundred eighty (180) days of the arbitration request, the case shall be scheduled for arbitration by the Office of Collective Bargaining unless mutually agreed otherwise. Absent a mutual agreement, either party's failure to attend the hearing will result in the grievance being decided in favor of the appearing party.

   Except as provided above, grievances must be processed by the Employer whether or not grievants or representatives attend the meetings provided for in this Article in accordance with the time limits set out herein. The parties agree, however, that absent extenuating circumstances a Labor Council Representative and the grievant must be present at an arbitration hearing to have the arbitrator consider a grievance on its merits.
2. By mutual consent, the parties may waive a hearing and submit the issue on written materials only. By mutual consent the parties may alter any of the procedures set forth in this Article, or agree to submit non-disciplinary grievances to the expedited procedure provided for disciplinary grievances.

3. At any step in this grievance procedure, the F.O.P. Ohio Labor Council shall have the final authority, in respect to any aggrieved employee covered by this Agreement, to decline to process further a grievance, if, in the judgment of the F.O.P. Ohio Labor Council, such grievance lacks merit or justification under the terms of this Agreement, or has been adjusted or rectified under the terms of this Agreement to the satisfaction of the F.O.P. Ohio Labor Council.

20.13 Election of Remedies

Any employee who elects to pursue any claim through a lawsuit or administrative procedure shall thereafter be precluded from processing the same or similar claim as a grievance hereunder, except as may be prohibited by federal law.

20.14 Alternative Dispute Resolution

If both parties to this Agreement concur, the procedures provided in this Article 20 may be modified or replaced in whole or in part by a grievance mediation/resolution procedure except that any such procedure must provide for definitive and binding resolution of the issues presented thereby. No such procedure shall be effective unless and until it is reduced to writing and signed by the Director of the Office of Collective Bargaining and the Executive Director of the Labor Council. Additionally, the parties may consider alternative dispute resolution (ADR) procedures and/or pilot programs to improve the quality, cost and timeliness of dispute resolution. Grievances appropriate for alternative procedures will include minor suspensions and/or grievances arising over denial of leave, and will require mutual agreement before assignment to ADR.

ARTICLE 21 - WORK RULES

The language in this Article continues unchanged from the previous Contract.

21.01 Copies of Work Rules

The Employer agrees that existing work rules, policies, procedures, and directives shall be reduced to writing and be made available to affected employees at each work location. To the extent possible, new work rules and directives shall be provided to the Ohio Labor Council two (2) weeks in advance of their implementation. In the event that the Labor Council wishes to present the views of the bargaining unit regarding a new work rule or directive, a time will be set aside at the regularly scheduled Labor/Management Committee meeting. The issuance of work rules and directives is not grievable. The application and availability of such rules and directives is subject to the grievance procedure.

21.02 Application

All work rules and directives must be applied and interpreted uniformly as to all affected members. Work rules or directives cannot violate this Agreement. In the event that a conflict exists or arises between a work rule and the provisions of this Agreement, the provisions of this Agreement shall prevail.

21.03 New Work Rules

It is the employer’s responsibility to make work rules available to the employees. The employer may either post the rules or disseminate the rules. Employees, if they wish,

may initial each rule indicating that they have read the new rule.

The presence or absence of initials is optional and shall not be construed as evidence of the proper issuance of work rules.

Explanation: *Language changed in 2001, eliminates the requirement to post new work rules; management has the option to either post or distribute the work rules. Note that it continues to be the responsibility of management to provide notice of new work rules. Electronic mail will constitute notice.*

ARTICLE 22 - HOURS OF WORK AND OVERTIME

22.01 Work Week and Work Day

The normal work week for all full-time permanent employees shall be forty (40) hours. The work week shall commence at 0:00 hours on Sunday and end at 23:59 hours on Saturday. The normal work day shall be eight (8) consecutive hours, or ten (10) consecutive hours for those scheduled to work four (4) days a week.

Routine work normally performed by Wildlife Officers within work day may include but not be limited to: enforcement, public relations, phone calls, etc.

22.02 Posting of Work Schedules

It is understood that the Employer reserves the right to limit the number of persons to be scheduled off work at any one time. Work schedules will be posted for a work period of four (4) weeks or greater and shall be posted for a minimum of four (4) weeks in advance. Work schedules shall not be established solely to avoid overtime but for efficient operations. After the schedule has been posted it will remain in effect for the duration of the posted period and may be changed only with four (4) weeks notice of a date or in emergency situations or employer-required training provided by non-departmental personnel. Less than full time (LTFT) employee schedules may be modified with two (2) weeks notice to facilitate time off for other officers and/or provide coverage for the advanced scheduled absence of an officer and/or in the case of an emergency. LTFT employees scheduled hours cannot exceed forty (40) hours in any week. For the purposes of this Article, LTFT means part-time permanent in the Departments of Mental Health and Mental Retardation/Developmental Disabilities. For purposes of administration of this Article, training opportunities and employee leave notices shall not in themselves constitute emergencies. Records regarding work schedules shall be retained for twelve (12) months in each facility. Within a classification, requests for days off will be determined by classification seniority. Shift assignments will be established by classification seniority within that classification**,** except that all bargaining unit members classified as Police Officer 1 and 2 shall use bargaining unit seniority within the respective agency. Employees at work facilities without work schedules shall be notified of special assignments two (2) weeks in advance whenever possible except for unforeseen or mitigating circumstances including emergency situations. Agencies with employees who work shifts shall have shift selection at least once a year or whenever a position is opened up.

The Employer will attempt to schedule employees so as to have two (2) consecutive days off.

The parties understand that employee cooperation will enhance the implementation of this section.

The FOP/OLC staff representative and management may agree to waive or modify any part of this Article.

Explanation: *Effective July 1, 2006, an employee's schedule may be changed with less than four weeks notice when the employee is required to attend a training provided by non-departmental personnel.*

Language added in 2003, clarifies that work schedules posted shall be four (4) weeks or longer; Allows management to change schedules for less than full time employees with two (2) weeks notice; Limits hours worked for less than full time employees; Defines less than full time employees for MH and MRDD.

Instructions: *Notice regarding any schedule change with regard to training should be given to the employee as soon as possible when the need for training or the availability of training becomes known.*

Instructions: *For those agencies with shifts, agencies must offer employees the option to select shifts at least once a year* ***or*** *whenever a position opens up.*

22.03 Work Schedule/Split-Shift

The work schedule shall be determined by management. Work schedules will consist of periods of work with fixed starting and ending dates or times whichever is applicable excluding overtime work.

No employee will normally work split-shifts except in the case of an emergency.

22.04 Meal Breaks

Employees shall normally be granted an unpaid meal period of not less than thirty (30) minutes and not more than sixty (60) minutes near the midpoint of each shift. Such meal periods shall be scheduled at the agency's discretion. Employees who are required by the agency to remain in an on-duty status with no scheduled meal period shall receive compensation for time worked at their straight time regular rate except when the employee is in an overtime status at which time the employee will be compensated at their overtime rate. This break may be waived by the employee, with mutual agreement of the Employer.

22.05 Breaks

A paid rest period of not more than fifteen (15) minutes shall be granted to each employee for every four (4) hours of regularly scheduled work performed except during an unusual situation or emergency created beyond the control of the Employer. Such rest periods shall be a time detached from lunch periods, the beginning and end of shifts, and although scheduled at the discretion of the Employer, shall be taken near the midpoint of each half-shift when practicable. Additional paid rest periods of fifteen (15) minutes each for every four (4) hours of overtime worked shall be granted to employees.

22.06 Report-Back Pay

1. Report-back occurs when a member of the bargaining unit is called to return to work to do unscheduled, unforeseen or emergency work after the member has left work upon the completion of the regular day's work, but before he/she is scheduled to return to work.
2. When a member reports back, he/she shall be paid a minimum of four (4) hours at his/her regular straight time rate of pay; or actual hours worked at the overtime rate, if applicable (i.e. if actual hours worked exceeds 2.67 hours), whichever is greater. Pay shall include shift differential, if ordinarily paid.

Explanation: *Clarifies that employees receiving report-back pay receive a minimum of four (4) hours straight* ***or*** *overtime if actual hours worked exceeds 2.67 hours (2.67 x 1.5=4.0 hours)*

Instructions: *Payroll Officers will need to ensure that report-back pay is properly coded so as to avoid payment of the minimum four (4) hours at the overtime rate, which would result in payment for six (6) hours.*

---

3. Regularly scheduled shift hours following report backs are to be paid at straight time.

22.07 Overtime and Compensatory Time

Because of the unique nature of the duties and emergency response obligations of members of this unit, management reserves the right to assign employees to work overtime as needed.

1. Any member who is in active pay status more than forty (40) hours in one week shall be paid one and one-half (1.5) times his/her regular rate of pay plus shift differential if ordinarily paid for all time over forty (40) hours in active pay status. All overtime must be authorized by an administrative authority. Schedules will not be changed solely to avoid the payment of overtime.
2. The employee may elect to take compensatory time off in lieu of cash overtime payment for hours in an active pay status more than forty (40) hours in any calendar week. Such compensatory time shall be granted on a time and one-half (1.5) basis. A bargaining unit member shall be paid for unused compensatory time only upon termination of employment and under the terms of paragraph 8, hereunder. (The Employer shall not substitute compensatory time in lieu of cash payment should the maximum accrual for compensatory time allowed by the Fair Labor Standards Act as amended be reached.)
3. The employee may choose to accrue compensatory time to a maximum of 480 hours (i.e., 320 hours at time and one-half).

Explanation: *In 2001, the maximum accrual for compensatory time was set at 480 hours, in accordance with the Fair Labor Standards Act. New language clarifies that it is the employee's choice how to receive payment for overtime hours, either payment in cash or accrual of comp time hours up to a maximum of 480 hours.*

Instructions: *Payroll Officers should ensure that employees, having reached their 480 comp time accrual maximum, receive any additional overtime compensation in cash.*

---

4. When the maximum hours of compensatory time accrual is rendered, payment for overtime work must be made in cash.
5. Upon termination of employment, an employee shall be paid for unused compensatory time at the rate which is the higher of:
   a. the final regular rate of pay received by the employee or
   b. the average regular rate of pay received by the employee during the last three (3) years of employment.
6. Compensatory time may not be used for the purpose of pyramiding overtime.
7. For purposes of this Article, active pay status is defined as the conditions under which an employee is eligible to receive pay, and includes, but is not limited to, vacation leave, personal leave, bereavement leave and administrative leave. Sick leave or any leave used in lieu of sick leave shall not be considered as active pay status for purposes of this Article.

   Holidays observed on a scheduled work day will be considered as active pay in the computation of hours for overtime purposes.
8. Compensatory time off shall be granted at the discretion of the Employer in accordance with the operational requirements of the facility. If such use is denied, the compensatory time requested shall be paid to the employee, at his/her option, to a maximum of eighty (80) hours in any pay period. Within the Department of Natural Resources, denials of compensatory time requests based on staffing demands, during peak season requirements, may constitute undue disruption in the affected work location. Such peak times are incorporated in Appendix F. Compensatory time is not available for use until it appears on the employee's earnings statement.

Explanation: *Language agreed to by the parties clearly sets forth that not only sick leave but also any leave used in lieu of sick leave is not counted as active pay status.*
In addition compensatory time is not available for use until it appears on the employee's earnings statement.
The separate "holiday time bank" was eliminated in 2001.
Also, language in #8, clarified that requests to use accrued compensatory time may be denied; and permits the employee to elect payment for denied requests, up to 80 hours per pay period. The parties agree that within the Department of Natural Resources (ODNR), denials may be based upon peak season staffing requirements. Appendix F identifies ODNR peak times.

Instructions: *Payroll officers must develop a process to clearly identify leave used "in lieu of sick leave," so it is not included in the compilation of overtime as active pay status.*

The change regarding the availability of compensatory time was required by OAKS programming. The new language will most likely affect the "earn and burn" employees.

---

9. Requests for compensatory time off may be submitted within twenty-four (24) hours in advance of the anticipated time off. Such request shall be given every reasonable consideration. All requests must be followed up by a request in writing submitted at a reasonable time after the initial request.

Arbitration Awards:

#808 *Arbitrator Graham: Grievant James Rhome, Ohio Department of Natural Resources, 8/10/92. The case involves a dispute concerning the payment of overtime to a Wildlife Investigator. The dispute involved the inconsistent application of an internal policy. The grievance was granted.*

22.08 Overtime Assignment

Unscheduled overtime will be offered to employees on duty starting with the most senior qualified employee, except when the nature of the enforcement duties being performed need to be completed by the incumbent. If the overtime assignment is not filled by the above, it will be offered to the most senior qualified employee available who is assigned to that work location. If the overtime assignment cannot be filled by either of the above, the least senior qualified employee on duty will be required to work. If the least senior employee is unavailable, then the next least senior employee(s) shall be required to perform the overtime assignment(s). Scheduled events and overtime to be

worked at other facilities will follow the selection procedure outlined above with seniority being determined in the defined area (i.e., facility, park, region, state) from which the member is to be selected. In departments or divisions in which services and/or facilities are regionalized or in which regionalization is proposed or being implemented, regionalization shall be a viable topic for labor/management committees. Committees may discuss and make recommendations to the appropriate parties regarding scheduling and overtime in the regions. Wildlife Officers' scheduling of overtime will be governed by the directive currently in effect, except that changes may be made to such directive as deemed necessary by the Chief. If such changes affect the terms and conditions of employment, they will be negotiated in good faith with the FOP/OLC.

Good faith attempts will be made to equalize scheduled overtime at any one facility. Scheduled overtime is defined as any overtime of which the Employer has forty-eight (48) hours advance notice.

Explanation: *Permits regionalization of overtime as a proper subject for LMC discussions.*

22.09 Reporting to Work

Employees shall be at their work sites, report-in location or headquarters location by their shift starting time. A Park Officer's report-in location shall be one assigned park. Any employee who must begin work at some location other than his/her actual work location or headquarter county or any Park Officer who must begin work at some other location other than his/her assigned park shall be compensated according to current Department/Agency practices.

Within the Department of Natural Resources Division of Watercraft, remote office locations may be authorized by Watercraft management. The Division reserves the right to designate the remote office location and will provide the equipment needed to perform authorized duties from this location.

Employees in the Department of Commerce, classified as Liquor Compliance Officers, will have their residence as a starting work site.

The report-in location of employees assigned to the Enforcement Unit at the Department of Public Safety, shall be twenty (20) miles from their home or the location at which they join their partner whichever is less. Employees who are on authorized travel expenses, greater than forty-five (45) miles from their home, have the option to commute. Employees who wish to commute rather than claim travel expenses may request to commute by use of a Request for Waiver of Travel Expenses form. Employees making such requests shall waive their right to the twenty (20) miles payment provision described in the Article except for the following:

A. Payment on the first day to the assignment and payment on the last day on the return trip from the assignment;
B. Those employees who live less than forty-five (45) miles from their work assignment shall not be offered this waiver. The Employer shall not arbitrarily order an employee into per diem status whose work assignment is less than forty-five (45) miles from his/her home.

All other employees of the Department shall continue the current report-in practices.

Explanation: *In 2001, language established the authority of the ODNR Division of Watercraft to designate remote office locations; also clarifies those employees within the Department of Commerce who have their residences identified as starting work sites.*

22.10 Stand-by Pay

Whenever an off-duty employee is placed on a stand-by basis by the Employer he/she will be paid one-half (1/2) of his/her regular rate of pay for all hours that he/she is actually on stand-by. Stand-by status shall be distinguished from report-back status by the following: 1) Direct notice of the stand-by requirement; 2) Employee's off-duty activities are specifically restricted by the Employer; 3) Employee is given a specific period of time during which he/she must respond to any summons from the Employer with the consequence of discipline for failure to respond/report. Once summoned to report, stand-by will continue until the employee reports. An employee required to carry a pager while on "on-call" is not in stand-by status unless specifically noted that he/she is to be on "stand-by" status.

Explanation: *The language provides a three (3) part test to distinguish between stand-by status and report-back. Clarifies that employees required to carry a pager while "on-call" are not considered in stand-by status unless specifically instructed otherwise.*

22.11 Double-Back Pay

At any time when the end of one (1) scheduled shift and the beginning of the next scheduled shift worked by a member are less than ten (10) hours apart, the member will receive one and one-half (1.5) times his/her hourly rate, including premium pay for the second shift worked except in emergency situations or employer-required training. A shift worked immediately following a report back will not be considered a double back for pay purposes under this Article. Similarly, a double-back cannot be created through the bargaining unit member's selection of shift or the assignment of shift pursuant to Article/Section 22.02 for LTFT employees.

Explanation: *Exceptions were added for emergency situations and employer-required training.*

22.12

No supervisor shall intimidate or unduly influence an employee to waive his/her rights under this Article.

ARTICLE 23 - TEMPORARY WORKING LEVEL

The language in this Article continues unchanged from the previous Contract.

23.01 Payment of Temporary Working Level

The Employer may temporarily assign an employee to replace an absent employee or to fill a vacant position during the posting and selection process. If the temporary assignment is for a continuous period in excess of four (4) days, the affected employee shall receive a pay adjustment which increases the employee's step rate of pay to the greater of the: a) classification salary base of the higher level position or b) a rate of pay at least five (5) percent above his/her current step rate of compensation. The pay adjustment shall in no way affect any other pay supplement which shall be calculated using the employee's normal classification salary base. The employee shall receive the pay adjustment for the duration of the temporary assignment. A position filled in this manner for more than three (3) months shall be posted in accordance with the Transfer or Promotion sections of this Agreement unless the vacancy is caused by a long term illness from which the employee is expected to return.

23.02 Bargaining Unit Status

An employee temporarily assigned to a position excluded from the bargaining unit shall maintain his/her seniority and grievance rights within the bargaining unit for the period of his/her assignment. He/she shall continue to be subject to Article 11 of this Agreement. An employee cannot act in the capacity of an official of the Labor Council while serving in a position outside the bargaining unit.

Upon completion of the temporary assignment, with the approval of the Fraternal Order of Police, Ohio Labor Council, Inc., the Employer shall resume recognition of the employee's Labor Council responsibilities.

A temporary working level assignment to a position excluded from the bargaining unit may remain in effect for a period of up to two (2) years, pursuant to Ohio Administrative Code section 123:1-37-07.

Explanation: *Specifies that a temporary working level (TWL) assignment to a position outside of the bargaining unit follows OAC 123:1-37-07.*

Instructions: *See OAC 123:1-37-07 for applicable rules.*

ARTICLE 24 - SHIFT TRADE

The language in this Article continues unchanged from the previous Contract.

Bargaining unit members may trade shifts with employees in their classification subject to the following provisions:

1. All requests for shift trades must be approved by the immediate supervisor. Requests for shift trade shall not be unreasonably denied.
2. Shift trades shall not create an overtime liability for the Employer.
3. The date(s) requested for shift trade shall be mutually agreed upon by the employees involved. All requests for shift trade must be made in writing two (2) weeks prior to the date(s) requested; however, this requirement may be waived by the Employer.
4. Once an employee has traded shifts he/she shall not request a shift trade for the duration of his/her temporary shift adjustment.

ARTICLE 25 - RIDING WITH MEMBERS OF THE BARGAINING UNIT

The language in this Article continues unchanged from the previous Contract.

Labor Council staff representatives may ride with members of the bargaining unit with permission from the appropriate supervisor and the bargaining unit member, provided that an appropriate waiver of liability is executed. Labor council staff representatives shall not interfere with the duties and responsibilities of the bargaining unit member or carry a weapon while riding in the vehicle.

ARTICLE 26 – RESIDENCY

The language in this Article continues unchanged from the previous Contract.

Members of the bargaining unit are required to abide by the statutory residency provisions provided for State employees.

A. In addition to the above provision, through mutual agreement between the parties, Wildlife Officers shall reside in the county of their work assignment, and Wildlife Investigators shall reside within the Unit of their assignment. Watercraft Officers, Watercraft Specialists and Watercraft Investigators shall reside within forty-five (45) miles of their assigned work locations. Individuals assigned a vehicle shall be permitted to use the vehicle to travel between home and office within the forty-five (45) mile range. These

requirements shall apply to all future hires, transfers or promotions, effective with the signing of this Agreement. The Employer reserves the right to deny transfers or promotions if the employee refuses to agree with this residency requirement. Employees experiencing a hardship under this paragraph may petition the Chief of the Division of Wildlife for consideration of an alternate arrangement which may be accepted or denied at the Chief's discretion.

Explanation: *In order to improve response times for employees of Natural Resources' Wildlife and Watercraft Divisions, language was modified in 2001, regarding residency requirements. Affected employees of these divisions, who are assigned a state vehicle, may use the vehicle for home/office travel within the 45-mile range. The 45-miles will be construed as drive miles, unless otherwise agreed to by the agency and the union.* ***Employers of affected employees with state vehicles should note that such use is a taxable benefit.***

B. In the Department of Commerce, Liquor Control Compliance Officers will have a residency requirement of forty-five (45) miles. Forty-five (45) miles is defined as forty-five (45) miles from the county courthouse of their assignment or any of the counties contiguous to the courthouse county. If a transfer is requested by the employee, and is granted, that employee will be required to move within forty-five (45) miles of the county courthouse of the county in which the employee's office is located or to any of the counties contiguous to the courthouse county.

C.

Explanation: *In 2001, language was changed to reflect the Department of Commerce assuming responsibility for Liquor Control Compliance Officers.*

C. In the Department of Public Safety, Enforcement Agents shall live within their assigned district, or satellite district, or counties adjoining the county in which the district or satellite district office is located. Those employees whose residency was grandfathered as of April 1, 1997, shall continue to be grandfathered.

D. In the Department of Taxation, any Tax Enforcement Agent positions posted after the effective date of this Agreement shall require the employee to live within his/her assigned district, or satellite district, or counties adjoining the county in which the district or satellite district office is located.

Explanation: *Tax Enforcement Agent positions posted after July 1, 2006, will require the employee to live within an assigned district.*

ARTICLE 27 - REPORTING ON-DUTY ILLNESS OR INJURY

27.01 Reporting

Members of the bargaining unit shall promptly report an on-duty injury or illness to his/her supervisor. The employee shall complete the appropriate report forms and submit the reports to the Employer. The Employer shall provide a copy of the forms and any accident investigation report to the employee upon the employee's request.

27.02 Agency Responsibility

If a bargaining unit member is injured on the job, the Employer will secure medical attention and, if necessary, provide transportation to the nearest medical facility. Bargaining unit members who experience work-related illness or injury on the job will be paid their regular rate for the balance of their shift. When bargaining unit members are no longer able to perform the reasonable and substantial duties of their position after sustaining on-the-job illness or injury they will be placed on the appropriate leave effective with the following shift.

27.03 Worker's Compensation

The Employer shall comply with the provisions of the Workers' Compensation Law of the State of Ohio. The Employer shall provide copies of Workers' Compensation claim forms and any medical information relating to the claim to the employee upon the employee's request.

27.04 Salary Continuation for Workers' Compensation Claims

Salary continuation is the uninterrupted payment of a permanent employee's total rate of pay not to exceed four hundred and eighty (480) hours per Workers' Compensation claim. An employee who incurs physical injuries or other disabilities in the performance of and arising out of State employment, and is not eligible for OIL, may be eligible for salary continuation. To be eligible, the employee must 1) follow his/her agency's accident reporting guidelines, 2) be evaluated by an Approved Physician, as defined in Article 42, to determine if the injuries have so disabled the employee that the essential functions of his/her position cannot be performed, 3) show that the Employer is currently unable to provide an appropriate transitional work assignment, and 4) apply for Workers' Compensation benefits within twenty (20) days of the incident.

Effective for dates of injury occurring on or after November 1, 2009, an employee will be eligible for salary continuation. The salary continuation will end when (1) the 480 hours is exhausted; (2) the treating physician opines that it is no longer medically necessary for the employee to be off work; (3) the employee's Workers' Compensation claim is denied by the Bureau of Workers' Compensation (BWC); (4) the Industrial Commission (IC) determines that the employee has reached Maximum Medical Improvement; (5) or the employee is disqualified from receiving Workers' Compensation benefits, whichever occurs first. Salary continuation will end if the employee is no longer in the state service or has been voluntarily or involuntarily disability separated. Salary continuation will end if the employee accepts Workers' Compensation temporary total disability benefits. Employees who receive OIL benefits are not eligible for salary continuation arising out of the same incident or injury. Any requests for additional allowances to a claim shall be approved by BWC prior to requesting payment of additional salary continuation subject to the 480 total hours limit.

No charge will be made to the employee's accumulation of sick leave during the period the employee receives salary continuation. An employee on salary continuation shall accrue sick leave and personal leave but shall not accrue vacation leave. The employee is not eligible to use leave balances while receiving salary continuation. Additionally, the employee shall not be eligible for any other paid leaves, including holiday pay and those leaves under Articles 41, 43 or 45, while receiving salary continuation. Employees receiving salary continuation are in active pay status.

If the employee's Workers' Compensation claim is denied by BWC or if the employee is disqualified from receiving Workers' Compensation benefits, the employee must, after all administrative appeals have been exhausted, either substitute the use of paid sick, vacation, or personal leave, or repay the Employer any salary continuation received during the period of time from the date of injury until the final administrative determination on the claim has been made. The Agency will work with the employee to determine if leave will be deducted and/or to set up a repayment procedure.

An employee may elect to take leave without pay in lieu of salary continuation without exhausting accrued leave balances, pending determination of a Workers' Compensation claim.

If an employee elects to utilize his/her sick leave, personal leave, vacation leave or compensatory time balances in lieu of salary continuation pending determination of a Workers' Compensation claim arising from employment with the State of Ohio, the Employer shall allow the employee, upon execution of a Wage Agreement, to buy back those leave balances within two pay periods after lost time Workers' Compensation benefits are received by the employee, or shall allow the employee to choose an automatic restoration of those leave balances upon execution of a Wage Agreement.

Explanation: *Beginning November 1, 2009, when a permanent employee is injured at work and is not eligible for OIL, Salary Continuation will provide uninterrupted payment of the total rate of pay up to 480 hours per Workers' Compensation claim.*

Instructions: *To be eligible for Salary Continuation, an employee must: 1) follow reporting guidelines; 2) be evaluated by an approved physician; 3) not be provided a Transitional Work Program; and 4) apply for Workers' Compensation within 20 days of the incident.*

An employee will be eligible for Salary Continuation until one or more of the following occur: 1) 480 hours is exhausted; 2) treating physician states the employee can return to work; 3) the Workers' Compensation claim is denied by BWC; 4) the Industrial Commission rules that the employee has reached maximum medical improvement; 5) the employee is disqualified from Workers' Compensation benefits; 6) the employee is no longer in state service; 7) the employee accepts temporary total compensation benefits for the same time period; 8) the employee is granted OIL benefits for the incident in question.

Sick leave will not be used in lieu of Salary Continuation. Employees will accrue sick leave and personal leave but not vacation leave upon their return to work. An employee on Salary Continuation is not eligible for any other paid leave while receiving Salary Continuation.

If the employee is disqualified from Workers' Compensation, they will be required to repay any Salary Continuation benefits.

27.05 Other Leave Usage to Supplement Workers' Compensation

Employees may utilize sick leave, personal leave or vacation to supplement Workers' Compensation benefits in order to receive up to one hundred percent (100%) of the employee's regular rate of pay.

27.06 Implementation

A committee will be formed for the purpose of formulating and maintaining the approved physician list pursuant to Article 42. The FOP/OLC will have one (1) representative on the committee. The Committee shall have an equal number of Employer and employee representatives. Committee members who are State employees will receive time off with pay at total rate for committee business.

The approved physician list will be effective November 1, 2009, unless mutually agreed otherwise. In the event no approved physician list is available for the employee's area, that requirement shall be waived. Issues related to the utilization of the approved physician list will be within the province of the committee.

Explanation: *Establishes a labor/management committee to create the approved physician list. The list will be effective November 1, 2009, unless mutually agreed otherwise.*

Instructions: *The committee will be responsible for resolving any issues related to the approved physician list.*

27.07 Joint Training

By September 1, 2009, the parties shall jointly develop training focusing on the changes to the Workers' Compensation and OIL processes. The parties shall offer joint training sessions.

27.08 Transitional Work Programs

Employees receiving salary continuation are eligible for transitional work programs under Section 42.07.

27.09 Health Insurance Coverage During Lost Time Workers' Compensation Eligibility

Employees receiving lost time Workers' Compensation benefits or awaiting the approval of a Workers' Compensation claim and not receiving any other benefits, for a claim arising from employment with the State of Ohio who have health insurance shall continue to be eligible for health insurance at no cost to the employee for a period not to

exceed twenty-four (24) months. The Employer has the right to recover such payments if the Worker's Compensation claim is determined to be non-compensable.

Employees receiving Occupational Injury Leave (OIL), Salary Continuation, or Hostage Leave benefits shall continue to be responsible for the employee's regular share of the health insurance premium while receiving said benefits. In the event OIL, Hostage Leave, or Salary Continuation terminates within a pay period and the employee is eligible for temporary total benefits for the remaining period, the employee's share of the health insurance premium shall be borne by the Employer.

ARTICLE 28 - MEDICAL EXAMINATIONS

The language in this Article continues unchanged from the previous Contract.

28.01 Submission to Medical Examination

The Employer may require that an employee submit to a medical or psychological/psychiatric examination in accordance with Ohio Administrative Code Sections 123:1-33-01 through 04, in order to determine the employee's capability to perform the substantial and material duties of the employee's position. No approval by the Director of Administrative Services is required. The cost of such an examination shall be paid by the Employer and shall be conducted by a physician designated by the Employer, with a copy of the results provided to the employee at no cost.

28.02 Hazardous Material

Any employee who, while performing his/her job responsibilities, is involved with, exposed to, comes into contact with or has reason to believe that he/she has been involved with, been exposed to, or come into contact with a chemical spill, nuclear radioactive material, or hazardous industrial material shall be examined by an emergency room physician. Employees may be referred to qualified specialists by the examining room physician. The Employer will pay for such examination if not covered by the Bureau of Workers' Compensation or health insurance. Such examinations will be conducted as soon as practicable after exposure. The employee shall notify his/her supervisor as soon as practicable.

28.03 Treatment

If any conditions which may necessitate further treatment are discovered as a result of examinations conducted in accordance with this Article, the employee will be referred to the Employee Assistance Program or medical treatment, as appropriate.

28.04 Communicable Diseases in Mental Health, Mental Retardation, and Ohio Veteran's Home

1. Each officer shall be provided with information (as part of orientation, in-service training, and on an as needed basis) on communicable diseases to which he/she may be exposed in the performance of his/her duties. Information provided to the employees shall include the symptoms of the diseases, modes of transmission, methods of self-protection and recommendations for immunization where appropriate.

2. Each officer shall be provided with information and appropriate equipment to take precautions when his/her duties bring or may bring the officer into contact with patients' blood or body fluid containing blood.
3. Each patrol vehicle will be equipped with both disposable and reusable gloves.
4. Whenever officers are called upon to assist direct care staff with a client who is in isolation or whose condition would otherwise require that the officer have additional protective clothing or equipment, it shall be provided on the unit.

ARTICLE 29 - UNIFORMS, EQUIPMENT, VEHICLES

29.01 Uniforms

The respective Departments/Agencies covered by this Agreement shall provide uniforms to Law Enforcement bargaining unit employees when the uniform is required by the Departments/Agencies. Adequate distribution and replacement of uniforms will be maintained.

When uniforms are provided by the Department/Agency, the employee shall wear the uniform during tour of duty hours as per Department policy and will be responsible for its safekeeping. An employee who fails to follow guidelines set forth by the Employer to safeguard uniforms or equipment or who willfully destroys the uniform may be charged for replacement on a fair "wear and tear" basis.

Employees shall not wear uniforms while on off-duty status except when the employee is in route to and from work or on special assignments. Equipment and uniforms will be replaced or repaired by the Employer at no cost to members if the equipment is worn out, damaged or stolen through no fault of the employee.

All employees provided uniforms by the Employer shall receive a uniform allowance for cleaning of one hundred forty dollars ($140) each year, unless the Employer provides cleaning services. Effective July 1, 2004, employees provided uniforms by the Employer shall receive one hundred fifty dollars ($150.00) each year, unless the Employer provides cleaning services. The Employer shall pay for the repair and replacement of uniforms.

All employees in the bargaining unit, who are required to normally work in plain clothes, shall receive a uniform allowance for maintenance and purchase of two hundred fifty dollars ($250) each year. Effective July 1, 2004, employees who are normally required to work in plain clothes, shall receive a uniform allowance for maintenance and purchase of two-hundred-sixty dollars ($260.00) each year. This uniform allowance shall be paid in the pay check for the pay period including July first of each year.

Arbitration Awards:

#932 *Arbitrator Graham: Grievant Stephen Rosati; Department of Mental Health and Developmental Disabilities, 12/10/93. This case involves the application of the uniform allowance to everyday attire versus undercover operations. The Arbitrator found that because the grievant is directed by the Employer to report to work in plain clothes, the Employer is "requiring" the grievant to "normally" work in plain clothes, thus entitling the grievant, a police officer, to the allowance. The grievance was granted.*

29.02 Equipment

The Departments/Agencies covered by this Agreement will provide appropriate equipment, accessories and supplies for maintaining equipment issued to members of the bargaining unit, as deemed necessary by the Employer.

29.03 Vehicles

1. The Departments/Agencies agree to maintain, in a safe and serviceable condition, vehicles that meet the operational needs of the Department's enforcement operations and activities. Plugged tires will only be used as spare tires on enforcement vehicles or enforcement vehicles utilized primarily at the state fair grounds.

Explanation: *Language permits the use of plugged tires at the state fair grounds.*

---

2. Department of Natural Resources
   a. DNR shall continue to replace enforcement vehicles with police package sedans or with four wheel drive vehicles in accordance with current practices. As funds are available, additional enforcement vehicles may be added to the current program. Officer safety and comfort and operational suitability shall be considered during the selection of enforcement vehicles. The priority use of these vehicles will be considered enforcement when conflicting demands exist.
   b. All Department of Natural Resources enforcement divisions shall maintain current vehicle standards and reasonable efforts will be made to rotate enforcement vehicles among parks to equalize wear.
   c. Marked patrol vehicles will only be driven by state employees. The priority use of these vehicles will be considered enforcement when conflicting demands exist.
3. Marked police vehicles used by Mental Health, Mental Retardation, Public Safety, and Ohio Veteran's Home Police Officers will be equipped with a light and siren, first-aid equipment, road flares and light bars.

4. Department of Public Safety Enforcement Agents Vehicles driven by Enforcement Agents will be maintained according to current policies and procedures.
5. The Department of Mental Health, and the Department of Mental Retardation and Developmental Disabilities will provide a protective vest to each officer who requests such equipment. Such equipment shall be worn by the officer in accordance with the written procedures and policies of the respective agencies.
6. The Department of Natural Resources will provide a protective vest to each officer who requests such equipment. Such equipment shall be worn by the officer in accordance with the written procedures and policies of the agency.

Explanation: *The language allows employees of any Department of Natural Resources division to request a protective vest, reflecting ODNR's current practice.*

29.04 Equipment

1. Employees will not be required to repair state-issued shoes.
2. Appropriate gloves and resuscitator masks will be available in all enforcement vehicles.
3. All watercraft shall be inspected at least once per year by the Division of Watercraft.
4. Departments of Mental Health, Mental Retardation, and Ohio Veteran's Home will provide first aid supplies and infection control equipment in the police office and each patrol vehicle, and access to protective equipment located on each ward/unit, appropriate to the nature of the officer's duties and in accordance with the facility's written infection control program.
5. Nightsticks and an Electronic Shock Device shall be provided, and other equipment may be issued, all of which shall be used in accordance with the written policies in the Departments of Mental Health and Developmental Disabilities.
    a. An operational electronic shock device, at least one (1) device for each Department of Mental Health hospital and each Department of Developmental Disabilities Developmental Center, will be furnished and made available to employees.
    b. It is prohibited for an employee to carry or utilize an electronic shock device within any patient care, treatment or intake area of any Department of Mental Health hospital or any residential area of any Department of Developmental Disabilities developmental center. Use of an electronic shock device on any patient or resident is strictly prohibited.
    c. An electronic shock device is only permitted to be available to an authorized employee when it is to be carried outside the physical structure of the hospital or developmental center, such as during a perimeter safety and security check or when responding to a call for service.
    d. The Department of Mental Health and the Department of Developmental Disabilities shall each create policies for their employees that address

electronic shock devices. These policies shall be strictly adhered to by the employee.

e. ODMH and the Department of Developmental Disabilities will create policies for the custody and utilization of the electronic shock devices, which shall be strictly adhered to and strictly enforced.
f. Management will provide appropriate training which must be completed and documented before an individual can check out an electronic shock device.
g. If there is a dispute regarding who checks out the electronic shock device between two or more employees, the most senior employee will check out the device.

Explanation: *The Fact-Finder recommended that electronic shock devices ("tasers") be provided at all Mental Health facilities and Developmental Disability Centers.*

Instructions: *At least one electronic shock device needs to be available at each MH and DD center. The use of these devices is subject to restriction based on the language outlined above and in policies that will be developed by MH and DD.*

29.05 Badge

All employees shall be given their current badge upon retirement and credentials identifying them as retired from the State of Ohio. At the Employer's expense, agencies may modify the badge to indicate that it is no longer in active service. Upon retirement, on a one-time basis, employees shall be sold their service weapon at the initial purchase price, less 20% depreciation each year until the remaining price is $1; unless the retirement is for reasons of psychological disability, whereupon the employee shall receive the dollar value of the service weapon, as identified in the table above.

Arbitration Awards:

#1123 — *Arbitrator Graham: Grievant Ken Cutwright, et. al.; Department of Natural Resources, 4/04/96. The arbitration proceeded on behalf of employees who were refused the right to purchase service weapons upon disability retirement for psychological conditions. The arbitrator found that the contract section made no exceptions, referenced "all" employees, and did not contain a provision concerning the mental state of the retiree. Without such exceptions, the State was obligated to carry out the terms of the section. The grievance was granted.*

Explanation: *In 1997, following the arbitration award abstracted above, language was negotiated addressing the sale of service weapons upon retirement. It limits the purchase option to one time only and precludes purchase in the case of a psychological disability retirement.*

Additional language added in 2001, provides for retiring employees to receive their current badge. New language effective July 1, 2006, allows the Employer to modify a retired employee's current badge to indicate that the badge is no longer in active service.

29.06 Water

The Employer will provide two (2) bottles of water to employees for extended trainings and non-standard work assignments.

Explanation: *Employees in the FOP bargaining unit frequently have trainings and work assignments where they are outdoors in the heat for extended periods of time.*

Instructions: *Agencies need to provide two bottles of water to employees whenever the employee is attending an extended training or is at a non-standard work assignment.*

29.07 Off-Duty Carry

Unit 2 members employed by the Department of Public Safety are authorized to carry a division-issued or division-approved firearm while in an off-duty status.

The issue of off-duty carry for Unit 2 members employed by the Department of Natural Resources will be remanded to labor management committees.

Explanation: *The issue of off-duty carry arose due to some pending changes in legislation.*

Instructions: *At DPS, off-duty carry is to be conducted pursuant to DPS policy which requires the firearm to be either division-issued or division-approved.*

At DNR, the issue needs to be placed on the agenda of labor management committee meetings.

ARTICLE 30 - COMPENSATION FOR LOST OR DAMAGED PERSONAL PROPERTY

The language in this Article continues unchanged from the previous Contract.

If the personal property of a member of a bargaining unit is lost, damaged, or destroyed as the result of actions arising out of the member's performance of official duties, the Employer will compensate the member for the property, repair the property, or replace the property to the limits set forth below.

The member must file a written report of the incident to the Employer immediately after the loss, destruction, or damage, and the Employer shall determine the replacement eligibility. The report will contain a description of the property, an explanation as to how the property was lost, destroyed, or damaged, and an estimated cost of repair or replacement. Where practicable, the property should be available for inspection.

This Article shall only apply to the following:

1. Wrist watch up to $50;
2. Prescription eye glasses up to $100 and only to the extent that such replacement is not covered by the State's optical plan, and/or Workers' Compensation. This may include up to one pair of prescription sunglasses.

ARTICLE 31 – SELECTIONS, PROMOTIONS AND TRANSFERS

31.01 Vacancies

A bargaining unit vacancy is defined as a full or part-time permanent position in the bargaining unit which the Employer has determined to fill by promotion, permanent transfer or lateral transfer.

1. A promotion is the movement of a permanent-full or part-time employee to a position in the bargaining unit which is assigned a higher pay range or the movement from part-time to full-time within the same job classification.
2. A permanent transfer is the movement of a permanent full-time employee, within the same job classification, within the same agency; or a movement from one part-time position to another part-time position in the same classification, within the same agency.
3. A lateral transfer is the movement of a permanent, full-time employee to a different job classification within the same pay range within the same division; or the movement from one part-time position to another part-time position in a different job classification within the same pay range, within the same division. All applicants seeking the position of Enforcement Officer will be required to pass a written test and successfully complete all components of the background investigation in order to be considered for Enforcement Officer. Should the screening committee reject an applicant based upon the background investigation, that denial shall not be grievable.

4. An inter-agency transfer, promotion, or voluntary demotion is an employee-requested movement to a posted vacancy in a different agency. Employees who accept an inter-agency movement pursuant to this Article, shall serve an initial probationary period of one year. If the employee fails to perform the job requirements of the new position to the Employer's satisfaction, the Employer may remove the employee. The employee may not challenge such removal. Employees removed under this section, at the sole discretion of the former agency, who are subsequently re-employed, shall have the time spent with the previous agency counted as continuous service. Should the employee be selected for an interagency transfer to a position with a higher pay range than that currently held by the employee, the employee shall be placed in the step to guarantee an increase of approximately four percent (4%). Should the employee be selected for an inter-agency transfer to a position in the same pay range currently held by the employee, the employee shall be placed in the same step of the pay range. Should the employee be selected for an inter-agency transfer to a position in a lower pay range than that currently held by the employee, the employee shall be placed in the step closest to the employee's existing wage rate, but not to exceed the maximum step of the new pay range.

Explanation: *Language added in 2001, requires applicants for the position of "Enforcement Officer" to pass a written test as well as a standard background investigation. Rejection based upon the background investigation is not grievable.*

Language added in 2006 clarifies that the inter-agency transfer language in sub-section 4 also applies to inter-agency movement that results in a promotion or a voluntary demotion. The language also clarifies that the probationary period after any inter-agency movement (i.e. transfer, promotion, demotion) shall be one year in duration.

Additional language was added, similar to OCSEA, which specifies what step an employee should be placed in following any inter-agency movement.

Instructions: *If you have questions regarding these changes, please contact your OCB Labor Relations Specialist.*

---

5. Employees who are in a classification outside of those covered by this Collective Bargaining Agreement and who accept a position in a classification covered by this Collective Bargaining Agreement shall serve an initial probationary period. If the employee fails to perform the job requirements of the new position to the Employer's satisfaction, the Employer may remove the employee. The employee may not challenge such removal.

When a vacancy is to be filled through promotion, the Employer shall post notification in a conspicuous manner at the Agency's district office/facility. In the Department of Natural Resources and Public Safety such notices shall be posted agency-wide. Employees who do not report to an office shall continue to receive notification by mail or any appropriate means agreed to by the parties. Active discipline above written reprimands or multiple written reprimands shall be a valid criteria for denial of a transfer, lateral transfer or promotion.

Vacancy notices will list the qualifications, abilities, skills and duties as specified by the job description for that position. They shall be posted no later than ten (10) days prior to the closing date for submitting a job application. Full-time employees applying for a full-time vacancy shall be given preference over part-time employees. A vacancy shall first be offered for a permanent transfer by seniority. If the position is not filled by permanent transfer, it shall be offered for lateral transfer based upon criteria pursuant to Article section 31.02. If the vacancy cannot be filled by lateral transfer, it shall then be posted for promotional bid. A vacancy shall be considered as unfilled by permanent or lateral transfer if no qualified bargaining unit member applies. Subsequent vacancies created by transferred or laterally transferred bargaining unit members shall be posted as promotions. If not filled under this provision, the position shall be open for other selection as deemed appropriate by the Employer.

Should an initial applicant fail to successfully complete a probationary period or other vacancies occur in the same classification, the Employer may, within one hundred eighty (180) days of awarding the position or the initial vacancy posting, repost or select from the next highest ranked individual for the position from the initial posting. This provision does not supersede local transfer agreements.

Explanation: *Language was added in 2006, which allows an agency to maintain a selection file for 180 days to select the next highest ranked applicant. This language differs from the pattern set by OCSEA because it allows an agency to select the nest highest ranked individual for any other vacancy in the same class within 180 days, not just when an applicant fails to complete a probationary period. The agency maintains the discretion to repost the position.*

31.02 Selection Process

Bargaining unit employees who file timely notice for promotions or transfers shall be considered for the vacant positions. Where examinations are not conducted and where abilities are determined equal, bargaining unit seniority shall be the deciding factor. Affirmative action/equal employment opportunity shall be valid criteria in determining abilities. Bargaining unit members will be polled to select transfer options on regular basis, but no less than annually. Following discussion with the Union, the Employer may poll employees to make such transfer options on a more frequent basis. Bargaining unit members shall be limited to one transfer per year, unless mutually agreed otherwise. Where the new position involves work which varies substantially, or where qualifications aside from the employees current position must be assessed, employees permanently or

laterally transferred, will be required to serve a trial period equal to one-half of the regular probationary period for that classification. If the employee fails to perform the job requirements of the new position to the Agency's satisfaction, the Agency may place the employee back into the position the employee previously held.

Employees serving either in an initial probationary period, trial period or promotional probationary period, shall be permitted to bid on job vacancies, but will not be eligible for selection to such vacancy until the completion of their probationary period, unless this limitation is waived by the Employer. The waiver of this restriction and the nonselection of probationary employees shall not be grievable.

Explanation: *Language was added in 2006, to permit agencies to poll for transfer options more often than annually.*

Additional language was added which allows employees in a probationary period to bid on a vacancy. However, a probationary employee cannot be selected to a vacancy, except at the discretion of the Employer.

Instructions: *Grievances filed based on non-selection of a probationary employee should be denied in accordance with this section.*

Selection utilizing this criteria shall be made in the following order:

1. Within the same agency, within the same classification;
2. Within the same division, within the same pay range;
3. By promotion;
   a. within the division,
   b. within the agency;
4. Within the same agency, within the pay range;
5. From all others.

Applicants from Group #4 and 5 who are not selected may only grieve on the basis of non-consideration. Employees who bid shall be given written notification of the results of the selection.

The Employer may establish formal competitive examinations for promotions and lateral transfers. The content areas of examinations will be established by a joint labor/management committee. The Employer and the Union will initiate a statewide Pilot Program to develop criteria for such joint committee efforts. State resources shall be used to develop examinations, including the Ohio Peace Officers' Training Academy and the Department of Administrative Services. Scoring shall include appropriate credit awarded for educational attainment, bargaining unit seniority, and job performance, as applicable, in addition to the examination results. Employment diversity may be a factor in the selection. This committee shall be established and utilized as soon as possible. The Employer shall certify the names of the employees passing the exam in order of score. The eligibility list will be posted in appropriate locations. The Employer may promote employee with the highest rating first. No rule of three shall apply.

The Employer will also establish an interview panel to select candidates for promotional/lateral transfer opportunities. Such panels will be comprised of one member from management, one member from the bargaining unit and one member from the Agency Human Resources Office. The panels shall jointly develop questions and guidelines to be used to grade question responses, which will be used in the interview process. This selection option shall constitute a promotional/lateral transfer examination, and the candidates shall be ranked from lowest to highest for purposes of making a selection for the vacancy, with the highest ranking individual being selected. This ranking shall be valid for up to six (6) months from its origination date provided that all members who will become eligible for promotion or lateral transfer during that period have had the opportunity to complete the selection process.

Upon request, examinations and interview assessment tools administered by the Employer pursuant to this Article shall be released only to a Union designee who is not an employee of the State of Ohio that will use a review process that assures maintenance of security and integrity of the test.

Explanation: *Language added in 2006 allows the ranking of the tribunal to be effective for six (6) months. However, the rankings are not valid if any member becomes eligible who was not eligible to participate initially.*

The language regarding release of interview and assessment tools also appears in Section 20.08 (7).

Instructions: *Before using a tribunal ranking, please ensure that no member has become eligible since the date the ranking was established.*

31.03 Probationary Period

An initial hire into the unit in any classification will result in a one-year probationary period. All promotional probationary periods will be six (6) months. If an employee in an entry-level classification for a division is promoted while in his/her initial probationary period, he/she will be required to complete balance of the initial one-year probationary period or six (6) months, whichever is greater, except for employees promoted from cadet to the Wildlife Officer classification who shall serve an initial probationary period for one-year from the date of the promotion. If an Officer above entry level is in an initial probationary period and is promoted, he/she shall serve the balance of the initial one-year probationary period or six (6) months, whichever is greater. If an exempt, less than full-time employee, enters the bargaining unit, they shall serve a one-year probationary period. Going from a lesser appointment type to a greater appointment type within the bargaining unit is considered a promotion. Employees serving an initial probationary period are barred from pursuing any disciplinary action or probationary removal through the grievance procedure or the State Personnel Board of Review nor shall such Board receive such an appeal.

Explanation: *Language added in 2006 clarifies that Wildlife Officers serve a one year initial probationary period from the date of their promotion from cadet.*

If the employee fails to perform the job requirements of the new position to the Employer's satisfaction, the Employer maintains the right to return the employee to his/her original classification held previous to the promotion or lateral transfer. Such reduction shall be at the sole discretion of the Employer. Management's decision to return unsatisfactory employees to their original classification during the probationary period shall be grievable at Step 2. This step shall be the final level of review, and shall not be subject to arbitration. If a transfer is required as a result of a probationary reduction, then the transfer will be considered required by the Employer.

All employees shall serve an initial probationary period of one (1) year, regardless of the fact that a pay upgrade, step increase or classification upgrade may occur during that period. An employee's initial or promotional probationary period may be extended by a period equal to employee leaves of fourteen (14) consecutive days or longer, except for approved periods of vacation leave. E.g., disability leave, adoption/ childbirth, or any other leaves of fourteen (14) consecutive days or longer shall not be counted toward the employee's initial or promotional probationary period.

31.04 Nepotism

No employee shall be awarded a position where he/she is to be directly supervised by a member of his/her immediate family. "Immediate family" is defined for the purposes of this Section to include: spouse or significant other ("significant other" as used in this Agreement is defined to mean one who stands in place of a spouse and who resides with the employee), child, step-child, grandchild, parent, step-parent, grandparent, great-grandparent, brother, sister, step-sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or legal guardian or other person who stands in the place of a parent.

31.05 Physical Fitness Qualifications

A. The Employer and Ohio Labor Council, Inc. recognize the need for bargaining unit members to maintain minimum physical conditioning due to the nature of the work performed by this bargaining unit. Management will incorporate the "OPOTC Basic Training Program Physical Fitness Standards" into the applicable classifications covered by this Agreement. These minimum fitness standards will be included as minimum qualifications for all applicable Unit 2 classifications in a manner consistent with Section B of this Article. The minimum passing standard for employees shall be at the forty (40) percent gradation level, except for new hires at the time of initial employment.

B. Minimum fitness standards shall be in the form of a work rule and the provisions of Article 21 shall be applicable. Management will provide voluntary testing and voluntary compliance of "OPOTC Basic Training Program Physical Fitness Standards" to all employees hired before January 1, 2004. Mandatory testing and mandatory compliance of "OPOTC Basic Training Program Physical Fitness Standards" will be required for all employees hired after January 1, 2004.

Departments covered by this Agreement may, at their discretion, opt out from the preceding mandatory testing requirement and offer voluntary testing.

C. All employees successfully completing the minimum standards of the annual physical fitness test shall receive a biweekly fitness allowance of ten dollars ($10.00). Effective July 1, 2007, any employee scoring at the fifty (50) percent graduation level shall receive a bi-weekly fitness allowance of twenty dollars ($20.00) and any employee scoring at the sixty (60) percent graduation level or higher shall receive a bi-weekly fitness allowance of thirty dollars ($30.00). The fitness allowance shall be paid to employees commencing within thirty (30) days subsequent to the successful completion of the fitness test. Employees who are not mandatorily required to take the physical fitness exam will receive the above allowance if they voluntarily take and pass the exam.

D. Any employee who is mandatorily required to take the physical fitness exam and fails shall be allowed to take the exam two (2) additional times within ninety (90) days of taking the initial exam. Failure to pass the exam within this period will result in the employee's removal. Employees voluntarily taking the exam are not eligible for subsequent testing. Employees who are sick or injured and medically incapable of taking the exam when it is scheduled may, with proper medical reports, be excused from taking the exam during their period of disability, which shall not exceed one (1) year from the date the exam was previously scheduled. The Employer may require an examination from an Employer-appointed physician to verify the medical excuse prior to or as a condition of continuing the granting of the testing delay.

Explanation:

A significant change was made in 2006 to the physical fitness program. The name of the test was changed to reflect the current OPOTA standards. The passing standard was set at 40% for current employees. The standard for new hires at the time of initial employment remains at 50%

Additionally, agencies are now permitted to opt out from the mandatory testing requirement and offer voluntary testing at their discretion.

Effective July 1, 2007, the fitness allowance was increased for those who exceed the minimum passing standard. The allowance is available to employees who are required to pass the physical fitness exam and those who participate voluntarily. If an employee is eligible for the allowance, it must begin within 30 days of passing the exam.

The disciplinary penalties only apply to employees who are required to take the exam. Employees with a valid medical excuse can be excused from testing for one year.

Instructions: *If an agency wishes to opt out of the mandatory program, please notify OCB. OCB will notify the FOP of those agencies who opt out.*

E. The Employer and the Union will establish a joint committee to explore alternative fitness standards. The parties agree that the work of the committee will be completed by December 31, 2010 and any agreed upon alternatives shall be implemented in the subsequent testing period. The topic of voluntary and mandatory testing shall be an appropriate topic for this committee. During the existence of the joint committee, no harm shall come to an employee with an approved medical prohibition to testing. The parties further agree that for the life of the joint committee, those employees who fail to meet testing standards under Section D shall be granted an additional testing opportunity along with an additional thirty (30) days to perform said test prior to the imposition of any discipline.

Explanation: *The criteria for measuring physical fitness standards and whether alternative standards should be utilized required more consideration and research than the time allotted for. Thus, a joint committee was established to address the issue of alternative standards and voluntary versus mandatory testing.*

Instructions: *The joint committee needs to complete their work regarding alternative standards by December 31, 2010. For the life of the committee (present-12/31/10) no discipline should be imposed for those with a medical prohibition to testing. Further, for the life of the committee (present-12/31/10) any employee who fails to meet current testing standards shall be granted an additional 30 days to take another test prior to the imposition of any discipline.*

ARTICLE 32 - STANDARDS OF PERFORMANCE

The language in this Article continues unchanged from the previous Contract.

The Employer and the Ohio Labor Council are committed to providing the highest level of service to the citizens of the State of Ohio. Employees' performance will be measured utilizing standards which account for both law enforcement and administrative duties. Employees will be apprised of the relative standards of performance of their job, based upon the employee's duty assignment, hours of work and other relative criteria, and counseled if the employee does not meet these standards. The Employer shall not establish a quota system for the issuance of law enforcement violations.

Time spent engaged in activities approved by a supervisor of a non-enforcement nature shall be considered in measuring job performance.

The Department/Agency retains the right to evaluate employees periodically. If the Department/Agency chooses to use a performance evaluation instrument different

than that utilized by the Department of Administrative Services, the Employer/Agency shall notify the Fraternal Order of Police, Ohio Labor Council, Inc. and consult with them prior to implementing the new instrument. Performance evaluations may be appealed to the Department/Agency Director or his/her designee which shall be the final level of review. Employees may comment in writing regarding their performance evaluation. These comments may be made on the evaluation form or attached to it.

ARTICLE 33 - REASSIGNMENTS AND REQUIRED TRANSFERS

The language in this Article continues unchanged from the previous Contract.

33.01 Reassignments

Work assignments within like classifications series may be made as necessary to maintain operations. In the Department of Public Safety, Enforcement Unit, when management determines to fill a vacancy in the divisions affected by this Agreement, employees in like classifications are eligible to indicate their interest for work reassignment to this vacancy. Such expressed interest will be given first consideration by management on the basis of ability and classification seniority. If Peace Officer training is required as a condition of employment in the division where the vacancy exists, such a reassigned employee shall be given the opportunity to receive the required training within one year at the Employer's expense. Failure to successfully complete the required training will result in a reassignment back to his/her original position.

Each member of the bargaining unit from the Department of Public Safety, Enforcement Unit may submit his/her request for reassignment to another division to the Personnel Division of the Department of Public Safety. All requests shall be given first consideration as vacancies occur.

33.02 Required Transfers

If no bid is received, pursuant to Article 31.02 (1., 2., 3.), the most junior employee in the needed classification shall be transferred.

33.03 Moving

Members who have been required to transfer and who have residency requirements shall be given two (2) paid days off at their regular rate for moving.

Moving expenses will be authorized and paid by the Employer for employees when the transfer has been mandatorily required by the Employer. The Employer may authorize and pay moving expenses in the event of a residency requirement related to transfer or promotion, if such movement would be desirable to the Employer. Moving expenses will not be granted when the transfer is at the request of the individual**.** When reimbursed, moving expenses will be paid in accordance with the Ohio Revised Code.

33.04 Temporary Living Expenses

An employee shall be entitled to reimbursement for meals and lodging for up to twenty (20) working days, as provided by procedures of the Department of Administrative Services, following a transfer initiated by the Employer.

33.05 Transfers

Transfers and work location reassignment will not be used as discipline. The parties agree that the Department of Public Safety shall have the authority to reassign employees from the Governor's Residence and/or the Ohio Statehouse to other work locations in the Columbus, Ohio. Metropolitan area at its discretion. No employee will experience a reduction of compensation or layoff as a result of such transfer.

ARTICLE 34 – SENIORITY

34.01 Definitions

For purposes of this Agreement, seniority shall be defined as follows:

A. Bargaining Unit Seniority: The length of continuous service in a position or succession of positions within Bargaining Unit Two (2), beginning with the last date of hire or transfer into the Bargaining Unit, as defined by seniority credits.
B. Classification Seniority: The length of continuous service in a single classification, beginning with the last date of hire or transfer into the classification, as defined by seniority credits.
C. Seniority credit: The total number of pay periods during which an employee holds or has a right to return to a bargaining unit position.
D. Service credit: Service credit shall be computed in years and days as is the past practice and shall be credited for all periods for which "seniority credits" are applicable.

34.02 Termination of Continuous Service

A. Continuous service shall terminate when the employee:
    1. Quits, resigns, or is otherwise separated from employment;
    2. Retires;
    3. Is discharged;
    4. Fails to timely return without permission from:
        a. Leave of absence;
        b. Recall after layoff;
        c. Sick leave;
        d. Disability leave, separation, or retirement;
        or
        e. Occupational injury leave;
        f. Workers' Compensation.
B. Continuous service for the purpose of calculating classification seniority and bargaining unit seniority shall also terminate when a member is promoted out of the bargaining unit after the effective date of this Agreement and has successfully completed his/her probationary period.
C. Continuous service will not be interrupted if the employee was on an approved leave of absence.

34.03 Seniority Credit Calculation

Each full-time employee shall be credited with one (1) seniority credit for each pay period of continuous service in a classification covered by this agreement. Part-time employees shall be credited with .0125 seniority credits for each non-premium hour of

compensation in each pay period not to exceed one (1) seniority credit in a pay period, beginning with the last date of hire in a classification covered by this agreement.

Explanation: *Clarifies that Section 34.03 and Section 34.06 apply only to employees in this bargaining unit.*

Instructions: *Human Resources and Payroll Officers should verify seniority credits of employees entering the bargaining unit from a position not covered by this agreement. OCB can assist with this process in OAKS. Please contact your Labor Relations Specialist.*

34.04 Seniority Lists

The Employer shall prepare and maintain seniority lists of all employees and shall furnish said lists semi-annually to the Labor Council. Such lists shall include the name, current classification, Bargaining Unit Seniority, Classification Seniority, last date of hire, and the last four (4) numbers of their social security number for each bargaining unit employee and location of employees. Where available, these lists may be provided in an electronic format.

Instructions: *HRD, Office of Payroll Administration has established a system for recording seniority credits. Effective July 1, 2006, an electronic copy (i.e., PDF) of the roster will be transmitted via email to the agency representative. Agency Payroll personnel are responsible for making changes in the seniority roster, providing it to the Union chapter or assembly president and posting it in each work area quarterly. HRD/OCB transmits an electronic copy (i.e., PDF) of the seniority lists directly to FOP central office.*

34.05 Identical Hire Dates

When two (2) or more employees have the same Bargaining Unit and/or Classification Seniority credits within an agency, seniority shall be determined by last date of hire in a classification covered by this agreement. Should a tie still exist, seniority shall be based on the last four (4) digits of the employee's Social Security numbers. The lowest number shall be considered the most senior. (E.g. 0000 is more senior than 9999.) Seniority lists shall not display any employee's social security number.

Explanation: *Clarifies that Employees with equal credits will be ranked using last date of hire into an FOP classification; oldest date with FOP being the more of senior of the two Employees.*

Instructions: *Human Resources and Payroll Officers should verify dates of hire for Employees covered by this agreement.*

Explanation: *The State and Union have a mutual interest in protecting employees' personal and sensitive information.*

Instructions: *Seniority lists shall no longer display an employee's social security number or the last four digits of the social security number. The method for breaking ties has not changed.*

ARTICLE 35 - REDUCTION IN FORCE

35.01 Layoffs

Layoffs of employees in the bargaining unit may only be made pursuant to the Ohio Revised Code 124.321 et. seq. and Administrative Rule 123:1-41-01 et. seq. except as modified by this Article. In cases of any layoff, the parties commit to working together in an attempt to place laid off workers in appropriate positions.

35.02 Guidelines

The Labor Council will be notified in writing of the targeted classifications/ positions involved in the layoff. Bargaining unit seniority as defined in Article 34 shall be used to determine the order of layoff, recall, and reemployment. The use of retention points is hereby abolished. Performance evaluations will not be a factor in layoff.

35.03 Bumping or Displacement

Employees laid off or abolished shall be afforded their available bumping displacement options.

Displacement shall be to an equal or lower position for which the affected employee is qualified to perform the duties. Less than full time (LTFT) employees cannot bump/displace full-time employees. An employee may choose to accept a lay off and not exercise their bumping rights without relinquishing any recall rights.

All laid off/abolished bargaining unit employees by bargaining unit seniority shall first have the option to bump within the applicable facility or agreed upon layoff jurisdiction within their department as set forth in Appendix B in the following order:

1. To displace the least senior within the same classification or;
2. To bump the least senior within the same classification series.

The least senior affected employee in the facility/jurisdiction may bump the least senior employee in their classification statewide. If the least senior affected employee in the facility/jurisdiction is full-time, that employee will be canvassed and offered the opportunity to bump to a LTFT position in the facility/jurisdiction rather than bumping/displacing into a full-time position in their classification statewide. A full-time employee may bump a LTFT regardless of seniority, however the full-time employee must select the least senior employee from the LTFT appointment types within the applicable facility/jurisdiction.

With the Departments of Mental Health and Mental Retardation and Developmental Disabilities this Article only applies to permanent appointment types.

35.04 Placement

Notwithstanding other provisions of Article 31, the Union and the agency or agencies may agree, in writing, to place an employee to be laid off in an existing vacancy even if such vacancy would not normally be available for bumping. Such agreement shall take precedence over any other Section/Article of this Agreement. However, such placement shall not result in the promotion of the affected employee. All employees placed into existing vacancies under this Section shall retain recall rights pursuant to the provisions of this Article.

Instructions: *Agencies should consider the availability of placement in its own and other agencies to retain laid-off employees where feasible. Management and the Union will mutually agree to the placement of the laid-off employees. This Section is permissible and not mandatory.*

35.05 Recall

Employees on layoff shall have recall rights to the same or lesser appointment type in their classification for a period of twenty-four (24) months with the most senior recalled first within the applicable facility/jurisdiction. Employees laid off or who bump to a lesser appointment type shall have recall rights. Employees declining positions through recall to the same appointment type within the applicable facility/jurisdiction shall be removed from all recall lists. Employees declining positions to a lesser appointment type through recall shall be removed from the applicable facility/jurisdiction LTFT recall list only. Notification of recall shall be by certified mail to the employee's last known address. If the employee fails to report for work within fourteen (14) days following receipt of notification, he/she shall forfeit recall rights.

Any employee who must move to fill a position for any reason set forth in this Article shall not be entitled to reimbursement for any expenses resulting from the move.

All layoffs, abolishments and displacement appeals shall be filed directly at Step 2 of the grievance procedure.

35.06 Closing of Facilities

Employees outside of a district who are on layoff due to a facility closing shall be considered, by bargaining unit seniority, for existing vacancies that the Employer determines to fill. These employees shall only be considered for vacancies in the same like classification that they held immediately prior to the layoff. Recall lists must be exhausted before such vacancies can be made available to employees from other districts. If an employee rejects a vacancy offered pursuant to this Section, the employee will not forfeit his/her recall rights. Consideration will be given for twenty four (24) months from the date of layoff.

Any employee who must move to fill a position for any reason set forth in this Article shall not be entitled to reimbursement for any expenses resulting from the move.

All layoffs, abolishments and displacement appeals shall be filed directly at Step 2 of the grievance procedure.

35.07

In reference to Appendix A of this Agreement in the event that any of the specifications for those classifications listed in Appendix A were modified by classification modernization, it is the intention of the State that those classifications will continue to be covered by the existing language of Article 35 and shall be treated as the same like classifications.

ARTICLE 36 - EDUCATION AND TRAINING

36.01 Guidelines

The Department/Agency agrees that the Fraternal Order of Police, Ohio Labor Council Director or his/her designee shall be given the opportunity to participate in and give input into training programs established by the respective Departments/Agencies which affect bargaining unit members.

Each Agency shall meet the training requirements established by this Article, state statutes or mandated by the Ohio Peace Officer's Training Council (OPOTC) for the officers classified as Peace Officers under the Ohio Revised Code 109. Courses taught that are mandated by OPOTC shall be conducted by OPOTC certified instructors in the subject matter. Other training courses that require a skill or level of knowledge retention shall be taught by qualified instructors or certified instructors, if applicable. For employees required to carry firearms, an OPOTC qualified firearms instructor shall be present during firearms qualifications. Failure to qualify due to an ammunition or firearm failure through no fault of the employee will permit the employee to be retested. Reasonable practice time for weapons qualifications will be provided by the Employer. Driving time shall not be included as training time. All training required by FEMA to be provided under the "National Incident Management System" (NIMS) will be provided to all employees required by NIMS.

Explanation: *Language added in 2006 requires the Employer to provide NIMS training to applicable employees, if required by FEMA.*

36.02 Ohio Department of Natural Resources

A minimum of thirty-six (36) hours of law enforcement related in-service training will be provided annually by the Department to each member of the bargaining unit. The hours spent in annual firearms qualification and in meeting training requirements mandated by the Ohio Peace Officers Training Council to retain Ohio Peace Officer Certification shall be considered as part of the thirty-six (36) hours of annual in-service training.

The Department retains the right to require any member of the bargaining unit to attend additional training provided by or for the Department. The costs of training required by the Department will be paid for by the Department and will be paid at regular rate. If an employee should voluntarily terminate state employment within twenty-four (24) months after completing OPOTC Certified Basic Peace Officer training, the employee shall repay the cost of the training to the Department.

Explanation: *The State invests time and money into training employees to become certified peace officers. The State and the Union mutually recognize the importance of retaining these employees.*

Instructions: *If an employee voluntarily terminates State employment (i.e., resigns) within 24 months after completing the Peace Officer training, the employee must repay the cost of the training to the Department. This repayment can be deducted from the employee's final paycheck.*

36.03 Mental Health/Mental Retardation/ Public Safety/Ohio Veteran's Home

All members of the bargaining unit employed and commissioned as police officers in the Department of Mental Health and the Department of Mental Retardation and Developmental Disabilities, Public Safety and the Ohio Veteran's Home, shall be required to successfully complete the Ohio Police Officer Training Council's Basic Police Training. All training is to be paid by the Employer at regular rate. If an employee should voluntarily terminate state employment within twenty-four (24) months after completing OPOTC Certified Basic Police Officer training, the employee shall repay the cost of the training to the Employer.

All members of the bargaining unit originally appointed as a police officer after the effective date of this contract shall be required to successfully complete the Ohio Peace Officer Training Council's Basic Police Training within one (1) year of the original date of appointment. Failure to successfully complete the Basic Police Training shall result in termination of employment and is not subject to the disciplinary grievance procedure. Possession of a current OPOTC Basic Police Training Certificate shall be deemed as being in compliance with this provision.

Any additional training required by statute or the OPOTC to retain certification as an Ohio Peace Officer will be provided by the respective agency or facility. Failure to successfully complete the additional required training either within one (1) year or the period specified by statute or the OPOTC, as may be appropriate, shall result in termination of employment and is not subject to the disciplinary grievance procedure.

The Departments retain the right to require additional training requirements at the Employer's expense as deemed necessary. A minimum of twenty (20) hours of training will be provided annually to each employee.

Explanation: *The State invests time and money into training employees to become certified peace officers. The State and the Union mutually recognize the importance of retaining these employees.*

Instructions: *If an employee voluntarily terminates state employment (i.e., resigns) within 24 months after completing the Peace Officer training, the employee must repay the cost of the training to the Department. This repayment can be deducted from the employee's final paycheck.*

36.04 Education

The Employer encourages those bargaining unit members who wish to pursue further education and/or training in addition to programs provided by the Employer.

The Employer will reimburse members of the bargaining unit up to one-half of their tuition fees for any training or education received at an institution of higher education located within the State of Ohio, based on the following:

1. The employee receives a grade for each course equivalent to a numerical grade of 2.5 or higher on a 4.0 scale.
2. The education or training is received at an institution that is authorized by the Ohio Board of Regents and is accredited by the North Central Association of Colleges and Schools.
3. The employee submits certified proof of completion of the course and a receipt to his/her facility administrator showing the tuition involved has been paid.
4. The employee submits a written request to his/her facility administrator prior to the start of the course for which tuition reimbursement is sought, and receives approval for the request.
5. The contents of the seminar, workshop or conference taken must be job-related, increasing the employee's skills and/or knowledge relating to the present job or a higher-level position within the Division. The class or coursework undertaken must serve an educational purpose.

The Employer may grant permanent employees paid leave during regular work hours to participate in non-agency training/continuing education programs which are directly related to the employee's work and will lead to the improvement of the employee's skill and job performance.

The Director/Superintendent or his/her designee will retain final authority to approve or deny all such tuition reimbursement and leave requests, based on sound management practices, including the availability of funds. If limitation of funding prevents all tuition reimbursement requests from being approved, bargaining unit members enrolled in a degree program will receive first consideration. If funding limitation further prevents all members enrolled in a degree program from being approved, the member who has been continuously enrolled in a specific degree program will receive first consideration.

Any such request for tuition reimbursement will not be unreasonably denied.

Explanation: *In 2001, language expanded the types of qualifying educational experiences to include seminars, workshops and conferences. All must continue to meet the standard of being job related. Language covering reimbursement was deleted from this section and incorporated as Section 36.05.*

36.05

The Employer will offer, through the administration of the Department of Administrative Services, the tuition, seminar and conference fund. The fund will make

available $75,000 in each fiscal year for fees and expenses for attendance at seminars, workshops, conferences and for tuition reimbursement. Beginning July 1, 2007, the fund will make available $100,000 each fiscal year. Subject to the limitations of the fund, each employee shall be eligible for an amount not to exceed twenty-five hundred ($2,500) dollars for tuition reimbursement of which a total of one thousand ($1,000) dollars may be used for seminars, workshops or conferences. Beginning July 1, 2007, the amounts shall increase to three thousand ($3,000) dollars and one thousand five hundred ($1,500) dollars, respectively. Seminars, workshops and conferences must be job related unless otherwise approved by management. In order to receive reimbursement the employee must successfully pass the job related coursework or otherwise approved course, if pass/fail, or a "C" or better, if grades are given.

Explanation: *In 2006, language established an increase to $100,000 per annum, effective July 1, 2007, for the statewide fund for tuition reimbursement, as well as for seminar, conference and workshop fees, administered by the Department of Administrative Services. Employee maximums also increase effective July 1, 2007. The fund attempts to address the educational needs of employees in enforcement bargaining units.*

Instructions: *Questions regarding these changes may be directed to the Office of Collective Bargaining. Employees are to apply for reimbursement in advance of any course, seminar, workshop or conference. All requests must be job related unless otherwise approved by management. Final reimbursement will be contingent upon a passing grade, or a "C" if grades are assigned.*

ARTICLE 37 - VACATION ALLOWANCE

37.01 Rate of Accrual

Full-time employees shall be granted vacation leaves with pay at regular rate as follows:

Length of State Service	Per Pay Period	Accrual Rate Per Year
Less than 1 year	3.1 hours	80 hours upon completion of one year of service
1 year or more	3.1 hours	80 hours
5 years or more	4.6 hours	120 hours
10 years or more	6.2 hours	160 hours
15 years or more	6.9 hours	180 hours
20 years or more	7.7 hours	200 hours
25 years or more	9.2 hours	240 hours

Effective with the pay period that begins August 30, 2009, the above chart shall be changed as follows. Any employee who is in their 4th, 9th, 14th,19TH or 24th year of service on August 30, 2009 shall receive an additional pro-rated amount.

Length of State Service	**Accrual Rate**
	Hours Earned Per 80 Hours in Active Pay Status Per Pay Period
Less than 4 years	3.1 hours
4 years or more	4.6 hours
9 years or more	6.2 hours
14 years or more	6.9 hours
19 years or more	7.7 hours
24 years or more	9.2 hours

Employees may use their accrued leave at the completion of their probationary period.

Effective July, 2010 employees who provide valid documentation to their agency's Human Resources department shall receive credit for prior service with the State, the Ohio National Guard, or any political subdivision of the State for purposes of computing vacation leave in accordance with ORC 9.44. This new rate shall take effect starting the pay period immediately following the pay period that includes the date that the Department of Administrative Services processes and approves their request. Time spent concurrently with the Ohio National Guard and a state agency or political subdivision shall not count double. An employee who has retired in accordance with the provisions of any retirement plan offered by the State and who is hired by the State on or after March 1, 1994, shall not have his/her prior service with the State or any political subdivision of the State counted for the purpose of computing vacation leave.

Explanation: *Eliminates the vacation dump by increasing the accrual rate in year 4, year 9, year 14, year 19, and year 24. For those employees who are in one of these key years on August 30, 2009, their accrual rate will be adjusted to reflect an additional prorated amount.*

Instructions: *Employees may now use accrued vacation leave at the completion of their probationary period.*
Prior service credit validation must go through the Department of Administrative Services.

Effective Date: *The increased accrual rates go into effect with the pay period that includes August 30, 2009.*

Effective July 1, 2010, employees may submit valid documentation to receive credit for prior service for the purposes of computing vacation accrual rates.

37.02 Maximum Accrual

Vacation credit may be accumulated to a maximum that can be earned in three (3) years. Further accumulation will not continue when the maximum is reached. When an employee's vacation reaches the maximum level, and if the employee has been denied vacation during the past twelve (12) months, the employee will be paid for the time denied.

Annual Rate of Vacation	Accumulation Maximum
80 hours	240 hours
120 hours	360 hours
160 hours	480 hours
180 hours	540 hours
200 hours	600 hours
240 hours	720 hours

37.03 Eligible Employees

All bargaining unit members will earn and be granted vacation. Part-time employees shall earn vacation on a prorated basis.

37.04 Vacation Leave

1. Vacation leave shall be taken only at times mutually agreed to by the Employer and the employee. The Employer may establish minimum staffing levels for a facility work location which could restrict the number of concurrent vacation leave requests which may be granted for that work location.
2. The Employer shall grant first priority to vacation leave requests received at least six (6) months, but not more than one (1) year, prior to commencement of the requested vacation leave period. Such vacation requests shall be granted with preference to employees with the greatest classification seniority. Vacation leave requests received less than six (6) months prior to the commencement of the requested vacation leave period shall be granted with preference to requests from employees with the greatest classification seniority. Requests received more than six (6) months prior to the commencement of the requested vacation leave period shall receive priority over requests received less than six (6) months prior to the commencement of the requested vacation leave period regardless of seniority.
3. Notification of disapproval or approval (i.e., subject to proper seniority pick) will be given to the requesting employee within two (2) weeks of the submission of the request. Denial of approved vacation time will be based on reasonably unanticipated staffing demands and use of vacation leave shall not be unreasonably denied.

Arbitration Awards:

#957 — *Arbitrator Graham: Grievant Francis Gura; Ohio Department of Natural Resources, 3/22/94. The State denied the grievant's vacation request four weeks after receiving the request. The Arbitrator found that the State failed to comply with the provisions of the Agreement in its late response to the grievant's request and its failure to state a reason for the denial. The grievance was granted.*

Explanation: *In 2001, subsection 3 established that denial of tentatively approved vacation requests was to be based upon "reasonably unanticipated staffing demands." Modifications in 2003, deleted "tentative" from vacation approvals and required that use of vacation leave shall not be "unreasonably" denied.*

---

4. All other requests for vacation leave shall be made at least twenty-eight (28) days prior to the commencement of the requested vacation leave period. Requests made less than twenty-eight (28) days prior to the commencement of the vacation leave period may be considered by the Employer but need not be approved, regardless of staffing needs.
5. When an emergency exists, as provided by Article 61, all vacation leave requests may be denied, including those requests already approved. If an employee is called back to work from a scheduled vacation leave period due to operational needs, the employee will have the right to take the vacation leave at a later time. Said employee will be compensated at time and one-half of his/her base rate for the time the employee is on recall status.

37.05 Termination from Service

Upon termination for any reason, all vacation leave balances will be paid at regular rate to the employee at the time that the employee received his/her pay check for the final pay period of work. Employees separating from employment with less than one year total service will not be paid for any accrued vacation hours.

37.06 Leave Availability

Newly accrued vacation leave is not available for use until it appears on the employee's earnings statement.

Explanation: *Employees may not use accrued vacation until it appears on their pay stub.*

Instructions: *This change was required by programming for the Ohio Administrative Knowledge System (OAKS). Most likely this language will affect the "earn and burn" employees.*

ARTICLE 38 – HOLIDAYS

38.01 List of Days

Bargaining unit members will have the following holidays:

1. New Year's Day - (first day in January)
2. Martin Luther King's Birthday - (third Monday in January)
3. President's Day - (third Monday in February)
4. Memorial Day - (last Monday in May)
5. Independence Day - (fourth of July)
6. Labor Day - (first Monday in September)
7. Columbus Day - (second Monday in October)
8. Veterans Day - (eleventh of November)
9. Thanksgiving Day - (fourth Thursday in November)
10. Christmas Day - (twenty-fifth of December)
11. Any day declared as a holiday by the Governor of the State of Ohio or the President of the United States.

For employees who are working other than Monday through Friday schedules, holidays will be observed on the days listed in this section.

38.02 Holiday Pay

Full-time bargaining unit members are automatically entitled to eight (8) hours of holiday pay at regular rate or the number of hours that they are normally scheduled to work over eight (8) hours (e.g. employees scheduled to work ten (10) hours per day should receive ten (10) hours of holiday pay), regardless of whether they work on the holiday. Compensation for working on a holiday is in addition to the automatic hours of holiday pay and shall be computed at the rates prescribed in Section 38.03 of this Article. Employees who work other than a full time schedule shall receive four (4) hours of holiday pay at their regular rate regardless of whether they work on the holiday. During the period of August 1, 2009 through July 31, 2011, employees in the FOP bargaining unit who work other than a full time schedule shall not receive holiday pay.

1. If the holiday occurs during a period of pre-approved sick, personal or vacation leave the employee shall not be charged for sick leave, personal or vacation for the holiday.
2. Employees who are scheduled to work and call off sick the day before**,** the day of, or the day after a holiday shall forfeit their right to holiday pay for that day, unless there is documented, extenuating circumstances which prohibit the employee from reporting for duty.

Explanation: *The language added in 2006 addresses the problem of employees calling off sick when they are scheduled to work a holiday. Under the language, an employee who calls off sick on the day before, the day of, or the day after a holiday will not receive holiday pay and will be charged the appropriate number of sick leave hours. This provision does not apply to an employee who has scheduled sick leave over a holiday. For example, if an employee schedules sick leave over a holiday to have surgery, the employee would receive holiday pay for the holiday, and would be charged sick leave for the other days off. Moreover, this provision does not apply if documented extenuating circumstances exist.*
For example: An employee is in a car accident on the way to work and is hospitalized. Documentation would be hospital admittance papers and police report.
Note: An FMLA Certification on file by itself is not sufficient documentation.
This change is consistent with the change in the OCSEA Agreement.

In 2001, language clarified that an absence must be pre-approved in order to receive holiday pay. Also added "pattern language" requiring that Employees who call-off sick on a holiday shall forfeit any right to holiday pay and must use available sick leave. Agencies should not approve holiday pay for sick call offs, unless the absence was pre-approved.

Instructions: *The Employer should request physician's verification for scheduled sick leave. "Documented, extenuating circumstances which prohibit an employee from reporting for duty," should be determined on a case-by-case basis. Questions should be directed to the Office of Collective Bargaining.*

---

3. An employee on unpaid leave of absence is on no pay status and shall not receive payment for a holiday. A leave of absence shall neither start nor end on a holiday.
4. An employee in no-pay status shall not receive holiday compensation.
5. A holiday falling on a Saturday will be observed on the preceding Friday, and a holiday falling on a Sunday will be observed on the following Monday. Bargaining unit members with work schedules other than Monday through Friday are entitled to pay for any holiday observed on their day off.

Explanation: *There will be a freeze on holiday pay for non-permanent employees and part time employees from July 1, 2009 through June 30, 2011.*

38.03 Computation of Holiday Pay

Employees shall have their choice of pay or compensatory time for work performed on a holiday resulting in premium pay.

A. Scheduled Holiday Hours

An employee who is required to work on a Holiday, as part of the regular 40-hour weekly schedule, will receive "Premium Pay" for this holiday work. "Premium Pay" includes pay for the Holiday, itself, at regular rate straight time pay, plus pay at the rate of one and one-half (1 ½) times the regular rate of pay for all hours worked on the Holiday.

B. Unscheduled Holiday Hours

Employees called in for, or offered overtime for, a Holiday not previously scheduled, will be compensated at the following rates: Regular rate straight time pay for the Holiday, plus pay at the rate of two and one-half (2 ½) times the regular rate of pay for all hours worked on the Holiday.

Explanation: *In 2001, the separate, "Holiday Compensatory Time Bank" was replaced with language explaining payment for scheduled work on a holiday versus unscheduled work. Old "Holiday Bank" hours were to be combined with standard Compensatory Time hours.*

ARTICLE 39 - PERSONAL LEAVE

39.01 Eligibility for Personal Leave

Permanent employees shall be eligible for personal leave at his/her regular rate of pay.

39.02 Personal Leave Accrual

There shall be a freeze on personal leave accrual beginning with the accrual the employee should have received in the first earnings statement after August 1, 2009 through July 31, 2011. During the freeze, employees may designate up to eight (8) hours of vacation or compensatory time per quarter beginning August 1, 2009 and continuing through July 31, 2011 to use in lieu of personal leave which shall be granted pursuant to the rules of Section 39.05. Current personal leave accruals available as of July 31, 2009 must be used prior to utilizing other leave in lieu of personal leave.

Personal leave accrual shall resume in the first earnings statement the employee receives after August 1, 2011. Upon the resumption of personal leave accrual, there shall be no retroactive personal leave accrual for the period the freeze was in effect. Thereafter, all employees shall accrue personal leave at the rate of one and twenty-three hundredths (1.23) hours per pay period, not to exceed thirty-two (32) hours in one year, for each eighty (80) hours in active pay status, excluding overtime hours (.015 hours per hour of non-overtime work.).

Explanation: *Freezes personal leave accrual from August 1, 2009 through July 31, 2011.*

Instructions: *The vacation/compensatory time in lieu of personal leave is not cumulative. Employees may only use eight (8) hours per quarter of other leave in lieu of personal leave.*

Employees must exhaust their existing personal leave accruals prior to using other leave in lieu of personal leave.

39.03 Charge of Personal Leave

Personal leave which is used by an employee shall be charged in minimum units of one/tenth (.1) hour. Employees shall be charged personal leave only for the days and hours for which they would have otherwise been scheduled to work, but shall not include scheduled overtime.

Explanation: *In 2001, language was changed to permit employees to use personal leave in increments of one/tenth of an hour.*

39.04 Uses of Personal Leave

Personal leave is intended to be used by an employee to address issues of a personal nature. Personal leave is not intended to be used by an employee in place of vacation leave. Employees may use personal leave for the following reasons:

1. Mandatory court appearance before a court of law and in a matter in which the employee is a party or whose presence is required. Such appearances would include, but are not limited to, criminal or civil cases, traffic court, divorce proceedings, custody proceedings, or appearing as directed as parent or guardian of juveniles.
2. Legal or business matters which could not normally be conducted by an employee during hours other than normal scheduled work hours.
3. Family emergencies of a nature that require an employee's immediate attention.
4. Unusual family obligations which could not normally be conducted by an employee during hours other than normally scheduled work hours.
5. Examinations such as medical, psychological, dental or optical examinations of the employee, or the employee's immediate family.
6. Weddings of members of the immediate family.
7. Religious holidays which fall on a normally scheduled work day for an employee.
8. Any other matter of a personal nature.

39.05 Notification and Approval of Use of Personal Leave

Requests for personal leave should be in writing and, when possible, shall be made within a reasonable time in advance of the date or dates requested for use, unless the use is for an emergency situation. Personal leave shall not be unreasonably denied.

The Employer shall grant personal leave requests of eight (8) hours or less received prior to the posting of a work schedule, pursuant to Section 22.02. The Employer may designate certain peak times during the year and/or minimum staffing

requirements when operational needs preclude the use of personal leave, however, personal leave requests shall be approved during these peak times if the request is for a personal emergency. At non-peak times or when minimum staffing levels are met, requests for personal leave of eight (8) hours or less received with at least forty-eight (48) hours notice shall not be unreasonably denied.

The Employer may restrict the number of concurrent leave requests granted at a work location. In determining which concurrent request(s) to approve, the Employer may consider the nature of the employee's personal need and the timing of the request(s).

When any bargaining unit, not covered by this Agreement, has filed a Notice of Intent to Strike or engages in an unauthorized work stoppage, the Employer reserves the right to cancel or deny all personal leave requests.

Personal leave shall not be taken on a holiday.

Explanation: *In 2001, statewide "pattern language" was added establishing management authority to deny or cancel personal leave requests when another union engages in a strike. The Employer may now deny or cancel personal leave requests when a Union files a notice of intent to strike.*

Additional pattern language clarifies that personal leave may not be taken when an employee is scheduled to work on a holiday.

Instructions: *The Office of Collective Bargaining will notify all Agencies in the event that a strike occurs. All Agencies are to have their strike plans on file with the Office of Collective Bargaining.*

39.06 Overtime/Compensatory Time

Personal leave counts as active pay status for the purpose of earning overtime or compensatory time.

39.07 Prohibitions

Personal leave may not be used to extend an employee's date of resignation or date of retirement.

39.08 Conversion or Carry Forward of Personal Leave Credit at Year's End

Personal leave not used may be carried forward or paid at the employee's option with payment to be made in the first pay period in December. There shall be a freeze on annual conversion until December 2011. Maximum accrual of personal leave shall be forty (40) hours. When the maximum accrual has been reached the employee shall receive payment for those hours in excess of the maximum accrual. Payment for maximum personal leave accrual shall be frozen until the pay period that includes August 1, 2011.

Explanation: *The personal leave freeze also affects December conversions and any payment for personal leave that exceeds the forty (40) hour accrual maximum.*

39.09 Conversion of Personal Leave Credit Upon Separation From Service

An employee who is separated from State service for any reason shall be entitled to convert to cash the unused amount of accrued personal leave. If a full time employee dies, the converted personal leave shall be credited to his/her estate, in accordance with Article 54.

39.10 Transfer of Personal Leave Credit

An employee who transfers from one state agency to another shall be credited with the unused balance of his/her personal leave credit up to a maximum personal leave accumulation permitted in the state agency to which the employee transfers.

39.11 Leave Availability

Newly accrued personal leave is not available for use until it appears on the employee's earnings statement.

Explanation: *Employees may not use accrued personal leave until it appears on their pay stub.*

Instructions: *This change was required by OAKS programming. Most likely this new language will affect the "earn and burn" employees.*

39.12 Restoration

In the pay period that begins on July 1, 2011, employees who are covered by this collective bargaining agreement and are in active payroll status on June 18, 2011, shall receive a one-time credit of additional sick leave.

Full-time employees shall receive a credit equivalent to thirty-two (32) hours of sick leave or one-half of the personal leave hours lost during the freeze, whichever is less, as set forth in Section 39.02 of this collective bargaining agreement. Part-time employees shall receive a credit of sixteen (16) hours of sick leave.

For purposes of the one-time credit of sick leave only, "active payroll status" means conditions under which an employee is actually working if scheduled to work on June 18, 2011; is off duty on June 18, 2011 because the employee is not scheduled to work that day; or is eligible to receive pay for any approved leave of absence including but not limited to occupational injury leave, disability leave, workers' compensation, or salary continuation.

Employees not receiving pay due to military leave, FMLA, union leave, pregnancy leave, and extended illness leave shall also be eligible to receive the one-time credit of sick leave.

In the earnings statement that the employee receives on August 26, 2011, employees who are covered by this collective bargaining agreement and are in active payroll status on July 30, 2011, shall receive a one-time lump sum payment.

Full-time employees shall receive a payment equivalent to thirty-two (32) hours of personal leave days or one-half of the personal leave hours lost during the freeze, whichever is less, as set forth in Section 39.02 of this collective bargaining agreement. Part-time employees shall receive a payment equivalent to sixteen (16) hours of personal leave lost during the freeze.

For purposes of the lump sum payment only, "active payroll status" means conditions under which an employee is actually working if scheduled to work on July 30, 2011; is off duty on July 30, 2011 because the employee is not scheduled to work that day; or is eligible to receive pay for any approved leave of absence including but not limited to occupational injury leave, disability leave, workers' compensation, or salary continuation.

Employees not receiving pay due to military leave, FMLA, union leave, pregnancy leave, and extended illness shall also be eligible to receive the payment.

This payment shall not be subject to PERS withholding.

Explanation: *The Employer is restoring the sixty-four (64) hours of personal leave lost during the freeze by paying the employee a lump sum payment equivalent to thirty-two (32) hours of personal leave and crediting the employee's sick leave balance thirty-two (32) hours.*

Instructions: *If the employee has been employed by the State for the entire duration of the freeze, they will receive all thirty-two (32) hours of sick and a lump sum payment of thirty-two (32) personal leave hours.*

If the employee was hired after August 1, 2009, their sick leave credit will be one-half the personal leave hours lost and their lump sum payment will be one-half the personal leave hours lost. For example, if the employee is hired in January 2009, they will have lost a total of forty-eight (48) hours of personal leave. Thus, the employee will be credited with twenty-four (24) hours of sick leave and will receive a lump sum payment equivalent to twenty-four (24) hours of personal leave.

All part time employees will receive a sixteen (16) hour credit of sick leave and a sixteen (16) hour lump sum payment – there is no proration for part time employees.

Effective Date: *The sick leave credit will take place in the pay period that begins on July 1, 2011.*

The lump sum payment will occur in the earnings statement the employee receives on August 26, 2011.

ARTICLE 40 - SICK LEAVE

40.01 Definitions: Sick Leave for State Employees

A. "Active pay status" means the conditions under which an employee is eligible to receive pay, and includes, but is not limited to, vacation leave, sick leave, bereavement leave, administrative leave and personal leave.

B. "No pay status" means the conditions under which an employee is ineligible to receive pay, and includes, but is not limited to, leave without pay, leave of absence and disability leave.

C. "Full-time employee" means an employee whose regular hours of duty total eighty (80) hours in a pay period in a state agency, and whose appointment is not for a limited period of time.

40.02 Sick Leave Accrual

All employees shall accrue sick leave at the rate of 3.1 hours for each eighty (80) hours in active pay status, excluding overtime hours, not to exceed eighty (80) hours in one year.

Employees that are on approved leave of absence or receiving Workers' Compensation benefits shall be credited with those sick leave hours which they normally would have accrued upon their approved return to work.

Sick leave shall be granted to employees who are unable to work because of illness or injury of the employee or a member of his/her immediate family living in the employee's household or because of medical appointments or other ongoing treatment. The definition of "immediate family" for purposes of this Article shall be: spouse, significant other ("significant other" as used in this Agreement, is defined to mean one who stands in place of a spouse, and who resides with the employee), child, step-child, grandchild, parents, step-parents, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, great-grandparents, brother, sister, step-siblings, brother-in-law, sister-in-law or legal guardian or other person who stands in the place of a parent. Sick leave may be granted to care for an employee's child or parent(s) regardless of whether or not the child or parent(s) is currently living in the same household, but in cases in which both spouses are employed by the State, only one employee may be granted sick leave to care for a child on the same day.

A period of up to ten (10) working days of sick leave will be allowed for parenting during the postnatal period or following an adoption.

The amount of sick leave charged against an employee's accrual shall be the amount used, charged in units of one tenth (1/10) hour. Employees shall be paid for sick leave, at the rates specified below for each usage period. A new usage period will begin with the paycheck that includes December 1st. A new usage period will begin each year of the Agreement.

Explanation: *Establishes that effective July 1, 2006, the new usage period for sick leave begins the paycheck that includes December 1st of each year.*

Hours Used	% of Regular Rate
1 - 40 Sick Leave	100%
40.1 plus Sick Leave	* 70%

* Any sick leave utilized in excess of eighty (80) hours in any usage period shall be paid at one hundred percent (100%).

Any sick leave used during the 40.1 to 80 hours will be paid at 100% when the sick leave usage is for the employee, employee's spouse or child residing with the employee for: 1) for time spent hospitalized overnight or for those hours of sick leave used before or after the hospital stay that are contiguous to the hospital stay; or 2) time spent in outpatient surgery or for those hours of sick leave used before or after the outpatient surgery. Sick leave requested at least thirty (30) calendar days in advance for prescheduled medical appointments for the employee, employee's spouse or child residing with the employee may be supplemented at the employee's request to 100% of pay with available sick leave balances provided that a doctor's statement is submitted on the first day the employee returns to work following the absence. The employee must indicate the desire to supplement sick leave balances on the leave request. In the event this paragraph is found to violate the FMLA or any other state or federal law or regulation or the implementation of such will adversely affect the provisions of this article, the parties agree that this paragraph will be null and void.

Employees may elect to utilize sick leave to supplement an approved Disability Leave, Workers Compensation Claim or Childbirth Adoption Leave pursuant to Articles 43.10, and 45.08 (C). Sick leave used for these supplements shall be paid at a rate of 100% notwithstanding the schedule previously specified. After employees have used all of their accrued sick leave, they may, at the Employer's discretion, use accrued vacation, compensatory time or personal days or may be granted leave without pay.

Explanation: *The 1997 revisions of the Sick Leave policy continue in effect. The policy, structured to reduce and control unplanned absences, requires that sick leave usage be paid at differing rates, as based upon the number of hours used. Language added in 2000, clarified the standard usage period for the State of Ohio. The language provides an exception to the reduced sick leave pay provision for time spent immediately before, during and immediately after a hospital stay.*

Instructions: *Employees requesting sick leave to be paid at 100% for time spent in conjunction with a hospital stay shall provide documentation to the Personnel and/or Payroll Officer. A sample request form listing the information that is required to be submitted is available from your Human Resources Office.*

An employee may choose to request paid leave (including sick leave) for an FMLA qualifying event and the Employer must grant the request. The Employer may specify the order in which types of paid leave may be used. If the employee does not request other forms of leave for an FMLA qualifying event, the Employer may force the employee to use all accrued sick, vacation, and personal leave balances prior to going on unpaid leave. However, the Employer may not force an employee to use compensatory time before going on unpaid leave. See the FMLA regulations at 29 CFR Part 825, Section 207(i).

Explanation: *Sick leave will be paid at 100% regardless of whether the usage occurs after the first forty (40) hours if it is used for time off: (1) immediately before, during, or after overnight hospitalization or; (2) immediately before, during, or after outpatient surgery when the individual with the illness is the employee, employee's spouse, or a child residing with the employee. Sick leave requested at least thirty (30) calendar days in advance for pre-scheduled medical appointments for an employee, employee's spouse, or child residing with the employee, which would normally be paid at 70% may be supplemented with additional sick leave, at the employee's request, if a physician's statement is submitted on the first day of return to work.*

Instructions: *Employees requesting sick leave to be paid at 100% for time spent in conjunction with a hospital stay or outpatient surgery shall provide documentation to the personnel and/or payroll officer.*

For pre-scheduled medical appointments where the employee supplements their sick leave paid at 70% with other sick leave, the request must be on the employee's RFL form. In operation, an employee who requests eight (8) hours of sick leave and requests to supplement will be charged a total of 10.4 hours of sick leave for that request.

Explanation: *Other leave, used in lieu of sick leave, is* ***at the Employer's discretion.*** *In 2000, OCB recommended that approval of leave used in lieu of sick leave should consider:*

1. *Whether the leave is requested pursuant to the FMLA.*
2. *If the leave is requested in advance.*
3. *When there is medical justification (e.g. doctor's statement)*

Note that the first 40 hours usage is paid at 100%. The next 40 hours will be paid at 70%. Usage hours past 80 are then again paid at 100%.

40.03 Notification

When an employee is sick and unable to report for work, he/she will notify his/her immediate supervisor or designee no later than one half (1/2) hour before starting time, unless circumstances preclude this notification. The Employer may request a statement, from a physician who has examined the employee or the member of the employee's immediate family, be submitted within a reasonable period of time. Such physician's statement must be signed by the physician or his/her designee. Failure to notify the Employer in accordance with the provisions of this paragraph shall result in the employee forfeiting any rights to pay for the time period which elapsed prior to notification unless unusual extenuating circumstances existed to prevent such notification.

If sick leave continues past the first day, the employee will notify his/her supervisor or designee of the anticipated duration of the absence. The employee is responsible for establishing a report-in schedule that is acceptable to the supervisor for the anticipated duration of the absence. If an acceptable schedule is not established the employee will notify his/her supervisor every day pursuant to agency reporting procedures. Failure to notify the Employer in accordance with the provisions of this paragraph shall result in the employee forfeiting any rights to pay for that day, and may subject the employee to disciplinary action.

40.04 Sick Leave Policy

It is the policy of the State of Ohio to not unreasonably deny sick leave to employees when requested. It is also the policy of the State to take corrective action for unauthorized use of sick leave and/or abuse of sick leave. It is further the policy of the State that when corrective and/or disciplinary action is taken, it will be applied progressively and consistently.

It is the desire of the State of Ohio that when discipline is applied it will serve the purpose of correcting the performance of the employee.

Sick Leave Policy

I. Purpose

The purpose of this policy is to establish a consistent method of authorizing employee sick leave, defining inappropriate use of sick leave and outlining the discipline and corrective action for inappropriate use. The policy provides for the equitable treatment of employees without being arbitrary and capricious, while allowing management the ability to exercise its administrative discretion fairly and consistently.

II. Definition

A. Sick Leave

Absence granted per negotiated contract for medical reasons.

B. Unauthorized Use of Sick Leave

1. Failure to notify supervisor of medical absence;
2. Failure to complete standard sick leave form;
3. Failure to provide physician's verification when required;
4. Fraudulent physician verification.

C. Misuse of Sick Leave

Use of sick leave for that which it was not intended or provided.

D. Pattern Abuse

Consistent periods of sick leave usage, for example:

1. Before, and/or after holidays;
2. Before, and/or after weekends or regular days off;
3. After pay days;
4. Any one specific day;
5. Absence following overtime worked;
6. Half days;
7. Continued pattern of maintaining zero or near zero leave balances;
8. Excessive absenteeism - use of more sick leave than granted.

III. Procedure

A. Physician's Verification

At the Agency Head or designee's discretion, the employee may be required to provide a statement, from a physician, who has examined the employee or the member of the employee's immediate family, for all future illness. The physician's statement shall be signed by the physician or his/her designee. This requirement shall be in effect until such time as the employee has accrued a reasonable sick leave balance. However, if the Agency Head or designee finds mitigating or extenuating circumstances surrounding the employee's use of sick leave, then the physician's verification need not be required.

Should the Agency Head or designee find it necessary to require the employee to provide the physician's verification for present or future illnesses, the order will be made in writing using the "Physician's Verification" form with a copy to the employee's personnel file.

Those employees who have been required to provide a physician's verification will be considered for approval only if the physician's verification is provided within three (3) days after returning to work.

B. Unauthorized Use or Abuse of Sick Leave

When unauthorized use or abuse of sick leave is substantiated, the Agency Head or designee will effect corrective and progressive discipline, keeping in mind any extenuating or mitigating circumstances.

When progressive discipline reaches the first suspension, under this policy, a corrective counseling session will be conducted with the employee. The Agency Head or designee will jointly explain the serious consequences of continued unauthorized use or abuse of sick leave. The Agency Head or designee shall be available and receptive to a request for an Employee Assistance Program in accordance with Article 16 (EAP). If the

above does not produce the desired positive change in performance, the Agency Head or designee will proceed with progressive discipline up to and including termination.

C. Pattern Abuse

If an employee abuses sick leave in a pattern, per examples noted in the section under definitions (not limited to those listed), the Agency Head or designee may reasonably suspect pattern abuse. If it is suspected, the Agency Head or designee will notify the employee in writing that pattern abuse is suspected. The Agency Head or designee will use the "Pattern Abuse" form for notification. The notice will also invite the employee to explain, rebut, or refute the pattern abuse claim. Use of sick leave for valid reasons shall not be considered for pattern abuse.

40.05 Carry-Over and Conversion

Employees will be offered the opportunity to convert to cash any part of their sick leave accrued and not used for the proceeding 12 month usage period. Payment will be made in the first paycheck in December is issued each year at the following rates:

Number of hours subject to Cash Conversion	% of Regular Rate
80	80%
72 -79.9	75%
64 to 71.9	70%
56 to 63.9	65%
48 to 55.9	60%
47.9 and less	55%

Explanation: *The new language in this sub-section clarifies the conversion to cash for any sick leave an employee accrued and did not use in the proceeding twelve (12) month period. The payment to the employee for any converted sick leave will be made in the first paycheck in December of each year.*

Instructions: *The conversion chart provided in Section 45.05 of the contract illustrates the number of sick leave hours subject to cash and at the appropriate percent rate. This change was required by OAKS programming.*

An employee not exercising a choice will automatically have the hours carried forward. An employee with a minimum of five (5) years of state service who terminates state service or retires shall convert to cash any sick leave accrued at the employee's regular rate of pay earned at the time of separation, within three (3) years of separation, at the rate of fifty-five percent (55%) for retirement separation and fifty percent (50%) for all other separations. If an employee dies, the converted sick leave shall be credited to his/her estate. An employee who is granted military leave or leave without pay may be paid for accrued sick leave or may keep it in reserve for use upon return at his/her discretion. An employee who is re-employed or recalled from lay off and who received a lump sum payment for unused sick leave may have such days restored by returning the amount paid by the Employer for the number of days to be restored.

Employees hired after July 1, 1986, who have previous service with political subdivisions of the State may use sick leave accrued with such prior employers but shall not be permitted to convert such sick leave to cash.

An employee who transfers from one bargaining unit to another shall be credited with the unused balance of his/her sick leave balance up to the maximum sick leave accumulation permitted in the bargaining unit to which the employee transfers.

Explanation: *Section was moved to Article 27.*

40.06 Leave Donation Program

Employees may donate paid leave to a fellow employee who is otherwise eligible to accrue and use sick leave and is employed by the same Agency. The intent of the leave donation program is to allow employees to voluntarily provide assistance to their co-workers who are in critical need of leave due to the serious illness or injury of the employee or a member of the employee's immediate family. The definition of immediate family as provided in rule 123:1-47-01 of the Administrative Code shall apply for the leave donation program.

A. An employee may receive donated leave, up to the number of hours the employee is scheduled to work each pay period, if the employee who is to receive donated leave:
   1. Or a member of the employee's immediate family, has a serious illness or injury;
   2. Has no accrued leave or has not been approved to receive other state-paid benefits; and
   3. Has applied for any paid leave, Workers' Compensation, or benefits program for which the employee is eligible. Employees who have applied for these programs may use donated leave to satisfy the waiting period for such benefits where applicable, and donated leave may be used following a waiting period, if one exists, in an amount equal to the benefit provided by the program, i.e., 53.6 hours per pay period may be utilized by an employee who has satisfied the disability waiting period and is pending approval. This is equal to the sixty-seventy percent (67%) provided by disability.
B. Employees may donate leave if the donating employee:
   1. Voluntarily elects to donate leave and does so with the understanding that donated leave will not be returned;
   2. Donates a minimum of eight hours; and
   3. Retains a combined leave balance of at least eighty hours. Leave shall be donated in the same manner in which it would otherwise be used except that compensatory time is not eligible for donation.
C. The leave donation program shall be administered on a pay period by pay period basis. Employees using donated leave shall be considered in active pay status and shall accrue leave and be entitled to any benefits to which they would otherwise be entitled. Leave accrued by an employee while using donated leave shall be used, if necessary, in the following pay period before additional donated leave may be received. Donated leave shall not count toward the probationary period of an

employee who receives donated leave during his or her probationary period. Donated leave shall be considered sick leave, but shall never be converted into a cash benefit.

D. Employees who wish to donate leave shall certify:
   1. The name of the employee for whom the donated leave is intended;
   2. The type of leave and number of hours to be donated;
   3. That the employee will have a minimum combined leave balance of at least eighty hours; and
   4. That the leave is donated voluntarily and the employee understands that the donated leave will not be returned.

E. Appointing authorities shall ensure that no employees are forced to donate leave. Appointing authorities shall respect an employee's right to privacy, however, appointing authorities may, with the permission of the employee who is in need of leave or a member of the employee's immediate family, inform employees of their co-worker's critical need for leave. Appointing authorities shall not directly solicit leave donations from employees. The donation of leave shall occur on a strictly voluntary basis.

40.07 Leave Availability

Newly accrued sick leave is not available for use until it appears on the employee's earnings statement.

Explanation: *Employees may not use accrued sick leave until it appears on their pay stub.*

Instructions: *This change was required by OAKS programming. Most likely this language will affect the "earn and burn" employees.*

ARTICLE 41 - BEREAVEMENT LEAVE

The language in this Article continues unchanged from the previous Contract.

If a bargaining unit member has completed his/her initial probationary period and is absent from work due to the death of a member of his/her immediate family, he/she will be paid for time lost at regular rate from his/her regular scheduled tour of duty shift up to a maximum of three (3) consecutive work days. Bereavement Leave for a part time employee will be prorated based on the average number of hours worked per week compared to forty (40) hours. Leave for full or part time employees must begin within ten (10) calendar days of the date of death of the family member or the date of the funeral. Time may be extended by use of vacation, personal, or sick leave with approval of the employee's supervisor. No reasonable request shall be denied.

For purposes of this Article, immediate family shall include: spouse or significant other (which is defined to mean one who stands in place of a spouse and resides in the

home of the employee), children, step-children, grandchildren, parents, grandparents, brothers, sisters, mothers-in-law, fathers-in-law, daughters-in-law, sons-in-law, sisters-in-law, brothers-in-law, or legal guardian or other person who stands in the place of a parent (in loco parentis).

ARTICLE 42 - OCCUPATIONAL INJURY LEAVE

42.01 Establishment

Occupational Injury Leave (O.I.L.) shall be governed by this Article and rules established by the Employer consistent with this Article. All permanent employees in the bargaining unit who sustain an allowed physical condition in the course of and arising out of the injured employee's employment shall be eligible for O.I.L. benefits.

42.02 Definitions

a. Allowed Psychological Condition: A psychological condition, diagnosed by a psychiatrist or psychologist chosen from the "Approved Physician" list, that develops after and is related to the allowed physical condition.

b. Allowed Physical Condition: An injury incurred while on duty diagnosed by an "Approved Physician" and not incurred during those times when an employee was engaged in non-law enforcement maintenance activities, activities of an administrative or clerical nature, when an employee is on a meal or rest break, or when an employee is engaged in any personal business unless the injury is the result of unprovoked aggressive acts or unforeseen mechanical or vehicular accidents beyond the control of the employee. The physical condition includes the substantial aggravation of a pre-existing condition, if such aggravation arises from an injury incurred while on duty.

c. Approved Physician: A physician who is designated on a list compiled through the agreement of both parties for the purpose of diagnosing, evaluating and treating the condition within seven (7) calendar days of the original "Date of Injury." The employee shall continue to be treated by an "Approved Physician" until the employee is approved to return to work or the employee's OIL benefits are exhausted. If the employee is unable to schedule an appointment for an initial diagnosis with an Approved Physician within 48 hours of the injury, the employee must notify the agency Workers' Compensation representative immediately. If the employee's injury is of a nature which requires an emergency room visit, the employee may be initially diagnosed and evaluated by the Emergency Room doctor. Thereafter, if additional treatment is required, the employee must consult an Approved Physician.

d. Conclusively Establish: The facts show that it was more likely than not that the events giving rise to this claim occurred.

e. Date of Injury: The date the events triggering this claim occurred.

f. Totally Disabled: The inability to perform sustained remunerative employment or other activity(ies) that are consistent with his/her medical/psychological restrictions while receiving OIL benefits due to the allowed conditions of the claim.

Explanation: *A list of definitions has been developed for use in Appendix C. Noteworthy:*

Approved Physician – the Employer and the Union will develop a list from the roster of approved physicians used by the Bureau of Workers' Compensation. Employer representatives are obligated to help employees get an appointment with these doctors.

42.02 Maximum Hours of Occupational Injury Leave

Each employee shall be entitled to up to nine hundred and sixty (960) hours of O.I.L. at the total rate of pay per independent injury incurred while on duty. Employees shall be entitled to an additional nine hundred and sixty (960) hours, at the regular rate of pay, for injuries which meet 42 USC Section 3796 Federal guidelines on permanent and total disability resulting from a catastrophic personal injury sustained in the line of duty.

42.03 Eligibility

Injuries incurred while on duty shall entitle an employee to request coverage under this Article. An injury on duty which aggravates a previous injury will be considered an independent injury unless the aggravated injury occurs within six (6) months of return to work from the last date of O.I.L. coverage. Where an aggravation of a pre-existing condition is alleged, the BWC/IC will determine if the injury results in a new claim or a continuation of an existing claim. O.I.L. is not available for injuries incurred during those times when an employee was engaged in non-law enforcement maintenance activities, activities of an administrative, or clerical nature, when an employee is on a meal or rest break, or when an employee is engaged in any personal business unless the injury is the result of unprovoked aggressive acts or unforeseen mechanical or vehicular accidents beyond the control of the employee. Aggressive acts may include unprovoked physical injury inflicted by clients, residents, inmates, public citizens, and/or animals. Necessary restraint will not be regarded as provocation. Unforeseen mechanical or vehicular accident injury must occur in the course of authorized law enforcement activity.

In order to be eligible, the injured worker shall:

1. Follow the respective agency's accident reporting guidelines;
2. Obtain an OIL application, if applicable, from the designated location at his/her agency or the employee's immediate supervisor. This location shall be posted prominently for all shifts;
3. Complete and submit the employee section of the OIL application, if applicable, within twenty (20) calendar days from the date of injury. If the employee is medically unable to complete the application, he/she may have someone acting on his/her behalf complete the employee section of the application for him/her;
4. Provide the approved physician with the appropriate DAS Physician's Statement form and follow-up with approved physician to ensure the form is submitted appropriately; and
5. File a Workers' Compensation claim at the same time the employee requests OIL benefits.

In order to receive OIL benefits in lieu of Workers' Compensation Temporary Total Disability Compensation (TTD), the employee must conclusively establish that an allowed physical condition was incurred on duty and not while the employee is engaged in non-law enforcement maintenance activities, activities of an administrative, or clerical nature, when an employee is on a meal or rest break, or when an employee is engaged in any personal business unless the injury is the result of unprovoked aggressive acts or unforeseen mechanical or vehicular accidents beyond the control of the employee. The burden of proving the truth of the facts as alleged as well as proof of timely medical treatment shall be on the employee and shall further include any other elements of proof necessary for the allowance of this claim.

If the injury is found to have arisen from the misbehavior or negligence on the part of the employee, the OIL benefits shall not be awarded and any benefits received must be repaid in accordance with Section 42.04.

Explanation: *Temporary employees are not eligible for OIL.*

Instructions: *The injured employee must: 1) report properly; 2) complete the employee section of the OIL application within 20 calendar days from the date of injury; 3) get a DAS physician's statement form completed and submitted by an Approved Physician; 4) file a Workers' Compensation claim.*

42.04 Administration of OIL Benefits

An employee receiving OIL benefits shall be eligible for his/her total rate of pay during the period of time that there is medical evidence establishing that the employee is totally disabled as the result of the work injury. The employee shall submit medical documentation from an approved physician supporting the extent of disability. OIL will be payable for an allowed psychological condition that is found to be related to an allowed physical condition(s).

The OIL benefit will be paid pending the initial determination of the OIL claim. The total hours of OIL shall not exceed 960 hours per OIL claim except for injuries which meet 42 USC Section 3796 Federal guidelines on permanent and total disability resulting from a catastrophic personal injury sustained in the line of duty. OIL shall be paid in lieu of workers' compensation TTD benefits. If the employee accepts TTD compensation from BWC for the injury or the IC determines that the employee has reached maximum medical improvement, such employee will not be eligible to receive OIL benefits. Any requests for additional allowances to a claim shall be approved by the BWC/IC prior to processing an extension of OIL benefits. Clarification of the diagnosis from the Approved Physician or a request for extension of benefits from the Approved Physician shall not be considered an additional allowance. Initial denial of the OIL claim ends the payment of the OIL benefit.

If the employee's OIL claim is denied, but the employee's Workers' Compensation claim is still pending, the employee may be eligible for salary continuation, not to exceed 480 hours. Any hours previously paid to the employee under

OIL will be counted toward the 480 hours. If the employee's OIL claim is denied or if the employee is disqualified from receiving OIL benefits, the employee must, after all administrative appeals have been exhausted, either substitute sick, vacation, or personal leave, or reimburse the Employer any OIL benefits received during the period of time from the date of injury until the final administrative determination. The Agency will work with the employee to determine if leave will be deducted or to set up a repayment procedure.

An employee receiving OIL benefits shall accrue sick leave and personal leave but shall not accrue vacation leave. Pay under OIL shall not be charged to the employee's accumulation of sick leave. The employee is not eligible to use leave balances while receiving OIL. The employee is not eligible for other paid leaves, including holiday pay and those under Articles 41, 43 or 45, while receiving OIL. Employees receiving OIL are in active pay status.

Once an employee's OIL application has been approved, the employee shall not be subject to the agency's daily call-off procedures or any other absentee requirements that are not included in this Article, unless the employee is participating in the Transitional Return to Work program. The employee is responsible for notifying the agency of their expected return to work date.

Instructions: *OIL will be paid when the initial determination is made.*

Any additional allowance request shall be determined by BWC/Industrial Commission before OIL benefits will be extended. Clarification of the diagnosis is not a request for an additional allowance.

If an OIL claim is denied while the Workers' Compensation claim is pending, the employee may be eligible to receive Salary Continuation benefits.

An employee on approved OIL does not have to call in daily.

42.06 Authority to Approve or Disapprove

The Director of each Agency or his/her designee shall have the authority to approve or disapprove requests for O.I.L. Requests for O.I.L. shall not be unreasonably denied.

42.07 Appeal of the Denial of an OIL Claim

If an employee's request for OIL benefits is completely denied, the employee may appeal the denial through the process detailed below. The employee shall not have rights under the Article 20 grievance procedure. In the event an Article 20 grievance is filed concerning an OIL issue, the grievance shall be forwarded to DAS benefits to process as an appeal. In the event a non-OIL issue(s) is also alleged in the grievance, said issue shall be separated from the appeal and processed pursuant to Article 20.

If the employee has been receiving OIL benefits pending determination of the claim, the benefits will end with the initial denial and the employee will not be eligible for any OIL benefits during the appeal process. The employee may be eligible for salary continuation during the appeal process, which may not exceed 480 hours.

Within twenty (20) calendar days from the date the initial denial letter is postmarked, the employee must submit a letter to DAS Benefits, attaching any additional information to support his/her appeal. DAS Benefits will conduct an initial review of the appeal. If the employee's OIL claim was denied on procedural issues or the employee has failed to provide any new information to support the appeal, DAS Benefits shall issue a letter to the employee denying the appeal and send a copy of the letter, the employee's OIL application, and any other documents submitted to FOP/OLC Central Office.

If FOP/OLC determines that further review is necessary, they will submit a request to OCB for a panel to be convened to review the claim. The panel will consist of three (3) members: a representative of an agency which is not the employing agency and who regularly works with OIL, a representative of the Union who is not employed by the employing agency, and a representative or designee of the State Employment Relations Board (SERB). Representatives from OCB and FOP/OLC may attend, but will not be voting members of the panel. The panel will be convened within fourteen (14) days of OCB's receipt of the request. The panel will complete a file review of the claim and any information provided by the employee and make a determination to uphold or overturn the denial. The panel will issue the decision immediately or within three (3) days if further investigation is necessary. The panel's decision will be in writing and will be final.

If the employee accepts Workers' Compensation TTD Compensation during the appeal process, he/she may continue to submit extension paperwork. If the employee's appeal is upheld, OIL benefits will be awarded and the agency will work with the employee to repay any Workers' Compensation TTD benefits that were awarded.

Explanation: *An appeal process for OIL claims has been negotiated between the Union and the Employer.*

Employees have 20 calendar days from the postmark date to appeal a denial.
A letter with any additional information must be sent to DAS Benefits.
DAS must grant or deny the appeal within ten days of the receipt of the letter and notify both the employee and FOP Central Office.
Within ten days of the receipt of the letter, the Union may request that a panel be convened to review the claim.
The OIL appeal panel will consist of three people: an agency representative, a Union representative, and a designee from SERB.
The panel will convene within 14 days of the request. They will issue a written decision within three days of meeting. The panel's decision is final.

Instructions: *The grievance process can no longer be used to appeal an OIL claim. Where benefits were being paid and stopped, filing an appeal will not restart the OIL benefits; however, Salary Continuation may be available instead.*

42.08 Disqualification

An employee shall be disqualified from receiving OIL benefits under any of the following circumstances:

a. the employee knowingly makes any false misleading statement(s) and/or alters, falsifies, destroys or conceals any document in order to be eligible to receive OIL;

b. the employee engages in sustained remunerative employment or other activity(ies) that are inconsistent with his/her medical/psychological restrictions while receiving OIL benefits;

c. the employee is no longer in the state service or has been voluntarily or involuntarily disability separated; or

d. the employee is incarcerated.

If any of the above circumstances occur, OIL benefits shall be immediately terminated and the employee shall reimburse the State in the amount of any benefits improperly received.

The employee may also be subject to disciplinary action, up to and including termination and criminal prosecution.

Explanation: *An employee will be disqualified from receiving OIL if: 1) they knowingly make a false statement or conceal, destroy documents regarding the claim; 2) the employee performs other work for pay while under restrictions; 3) the employee is no longer a State employee; 4) the employee is incarcerated.*

If an employee is disqualified, OIL benefits will cease and discipline may result.

42.07 Transitional Work Programs

Agencies and the Union may mutually develop transitional work programs designed to encourage a return to work for employees experiencing partial disability, and on occupational injury leave, salary continuation, Workers' Compensation, sick leave or disability leave. During the time an employee is in a transitional work program, the employee will be assigned duties which the employee is capable of performing based upon the recommendation of the employee's attending physician. Upon request of the Employer, employees must participate in the transitional work program unless precluded from participation by their attending physician. If the employee refuses to participate in the Transitional Work Program while receiving salary continuation or OIL, the salary continuation or OIL benefit will end and the Employer can seek repayment or

substitution of paid leave from the employee for any OIL or salary continuation received during the time the employee was capable of participating in the program. The Agency will work with the employee to determine if leave will be deducted or to set up a repayment procedure.

The employee may be assigned to a location beyond fifty (50) miles, if the Employer provides transportation or travel reimbursement in accordance with Article 59. If the new location requires travel time greater than the employee's normal travel time, the additional time shall be counted as time worked and the employee's work day shortened accordingly.

If a permanent employee is given a transitional work assignment with less than his/her regularly scheduled hours, the employee may use any remaining OIL or salary continuation hours to supplement up to the amount of his/her regularly scheduled hours.

A full-time permanent employee on a transitional work assignment equivalent to his/her regularly scheduled hours who has continuing treatment related to his/her OIL or Workers' Compensation claim must first, attempt to schedule the appointment during non-working hours. Second, if the employee is unable to schedule the appointment during non-working hours, the employee must work with the Employer to flex his/her schedule to accommodate the appointment. Third, after the first two options have been exhausted, the employee may use any remaining OIL or salary continuation hours to attend the appointment, not to exceed one (1) hour per appointment, with a maximum of three (3) appointments per week.

Arbitration Awards:

#1890 *Arbitrator Lewis; Grievant Guillermo Zarate; 8/1/2006; The Arbitrator found that because the Grievant failed to respond to the Transitional Work Program, it was logical for the Employer to schedule him for an independent medical exam (IME). The IME concluded that the Grievant was capable of returning to modified duty and that his injuries were only causally related to work injuries. OIL benefits require that injuries be incurred while on duty. Grievance was denied.*

Explanation: *Where an employee participates in a light duty/TWP program for less than full time, any OIL or Salary Continuation hours remaining may be used to supplement the hours up to his/her regularly scheduled hours.*
Remaining OIL hours may be used in place of sick leave for continuing treatment where 1) the appointment cannot be scheduled during non-work hours and 2) the employee's schedule cannot be flexed. A maximum of one hour per appointment with a maximum of three appointments per week are allowable.
Refusal to participate in a light duty/TWP when eligible will result in termination of OIL or Salary Continuation benefits.

42.08 Procedures

1. Each department shall establish procedural rules for the administration of this program, to include but not limited:
   a. The timely reporting of incidents causing claims;
   b. The requirement for claims to be medically evaluated by an independent physician, if applicable;
   c. The obligation for each employee to obtain prompt and continuing medical treatment;
   d. The coordination of benefit and leave programs;
   and
   e. The approval or disapproval of claims.

42.09 Continuation of Benefits

If the employee remains disabled upon depletion of the nine-hundred and sixty (960) hours, and does not meet the requirements for an additional nine-hundred and sixty (960) hours; or remains disabled upon depletion of the additional nine-hundred and sixty (960) hours, he/she is entitled to all compensation and benefits, without a waiting period pursuant to Section 4123.55 of the Ohio Revised Code based upon the injury received, for which he/she qualifies pursuant to Chapter 4123 of the Ohio Revised Code. Compensation shall be considered from the date that the employee ceases to receive his/her total rate of pay pursuant to this section.

ARTICLE 43 - DISABILITY LEAVE

43.01 Disability Program

Eligibility and administration of disability benefits shall be pursuant to current Ohio Law and the Administrative Rules of the Department of Administrative Services except for the following modifications and clarifications:

A. Any full-time permanent employee with a disabling illness, injury, or condition that will last more than fourteen (14) calendar days and who has completed one (1) year of continuous state service immediately prior to the date of the disability may be eligible for disability leave benefits.

B. To be eligible for disability leave benefits, an employee must be disability separated pursuant to Administrative Rule 123:1-33-02 or 123:1-33-03; or in active pay status or approved sick leave; or on approved disability leave; or approved leave of absence pursuant to Administrative Rule 123:1-34-01 or the terms of this Agreement for the employee's personal medical reasons. Employees alleging conditions precluded by OAC 123:1-33-14 are not eligible for disability benefits, unless the exceptions of the section are met. An application for disability benefits based on a diagnosis of a mental disorder, including but not limited to, psychosis, mood disorders, and anxiety, must be confirmed by a licensed mental health provider authorized by the Employer's mental health administrator. Where the initial application is accompanied by the opinion of such provider, it shall be processed accordingly. However, where the diagnosis is submitted by any other medical professional, the Employer shall make expeditious arrangements for the required examination by the licensed mental health provider. Approval of the application will be contingent upon receipt of substantiation from such provider. In the event the examination is outside the parameters of the

employee's mental healthcare plan, the cost of the examination shall be borne by the Employer.

Explanation: *The language changed in this Article operates to modify the benefits as previously provided and referenced in Ohio Law and the Administrative Rules of the Department of Administrative Services.*

Effective February 1, 2007, new language clarifies four (4) possible qualifying conditions in which an employee is eligible for disability benefits. The new language regarding any diagnosis of a mental disorder requires that such diagnosis be done by a licensed mental health provider (as opposed to a general practitioner).

C. Part-time or established term regular employees who have worked fifteen hundred (1500) or more hours within the twelve (12) calendar months preceding disability shall be entitled to disability benefits based upon the average regular weekly earnings for weeks worked over that twelve (12) month period.

D. Disability benefits will be paid at 70% of the employees base rate of pay for the first three (3) months, and 50 % for the next nine (9) months, and shall be entitled to receive disability leave benefits up to a lifetime maximum of twelve (12) months. Effective for all new claims filed on or after July 1, 2009, disability benefits will be paid at sixty-seven percent (67%) of the employee's base rate of pay up to a lifetime maximum of twelve (12) months. The lifetime maximum of twelve (12) months began with any new claim filed on or after March 1, 2006. All employees receiving payments under Article 43 prior to July 1, 2009 shall be paid according to the terms of Article 43 contained in the Collective Bargaining Agreement which expired on June 30, 2009.

Explanation: *Disability claims filed on or after July 1, 2009, will be paid at 67% of the base rate for a lifetime maximum of twelve (12) months.*

Instructions: *Lifetime maximum does not begin anew but continues as of March 1, 2006, as previously negotiated.*

Employees who are receiving disability benefits prior to July 1, 2009, shall continue to receive benefits pursuant to the 2006-2009 contract, i.e., 70% of the base rate of pay for the first three (3) months and 50% of pay for the remaining nine (9) months.

E. Employees will participate in transitional work programs mutually agreed to by the parties and as provided for in the applicable Administrative Rules. The Employer agrees that transitional work programs will not violate the provisions of the Family and Medical Leave Act. An employee will continue to receive disability leave

benefits for the hours the employee is unable to work while the employee participates in an authorized transitional work program.

F. Pursuant to OAC rule 123:1-33-14, employees who have been denied Workers' Compensation lost time benefits for an initial claim, may file an application for disability leave benefits twenty (20) days from the notification by the Bureau of Workers' Compensation of the denial of an initial claim.

G. Disability separations shall be made pursuant to OAC 123:1-33. The Employer's decision to disability separate an employee or to deny reinstatement from an involuntary disability separation shall not be grievable but shall be exclusively subject to appeal through the State Personnel Board of Review (SPBR).

Explanation: *This new language makes SPBR the sole forum for an appeal by an employee who has been disability separated.*

H In the event an employee submits an application for disability leave after either (1) the employee has received notice that he/she is under investigation for possible disciplinary action or (2) where an investigation regarding the employee is actively underway, disability payments may be held in abeyance subject to the following procedure: The Agency shall promptly notify DAS that (1) an investigation is underway, (2) the date that the investigation was initiated, (3) the basis of the investigation and (4) why access to the employee is necessary for completion of the investigation. A copy of the disability leave application and all accompanying documentation shall be forwarded with the notification. In the event that DAS concurs that the disability payments should be held in abeyance, DAS shall notify the employee, by regular and certified mail, that the disability payments shall not be processed until the completion of the investigation. An investigatory interview pursuant to Article 18 of the collective bargaining agreement shall be scheduled no more than thirty (30) days after the Agency files the notice of investigation for possible discipline with DAS. The matter shall then be subject to the constraints of Article 18 and 19 of the collective bargaining agreement. Upon completion of the investigation, or the thirty (30) day period, payments may be made, providing the application qualifies for eligibility. However, if the investigation cannot be completed as a result of the employee's absence, the investigatory interview shall be cancelled and the application shall be denied. Said denial shall not prevent the submission of a new application, subject to the above same requirements. This Section shall not be applicable where the absence, and subsequent disability, is the result of hospitalization for more than five (5) days for a serious medical condition. If an application for disability benefits is pending and/or has been approved prior to the initiation of the investigation, this Section shall not be applicable.

Explanation: *This new language is intended to delay the payment of disability benefits to someone who is the subject of a disciplinary investigation, until such time as the investigation is completed or thirty (30) days whichever is less. Such abeyance in the payment of benefits does not preclude the processing of a claim.*

Instructions: *This section needs to be used in conjunction with Article 19, which governs the disciplinary process. An employee who has sought disability benefits and becomes unavailable for the completion of the disciplinary process may be represented in absentia by a Union representative. If the employee is unable to come into work to participate in an investigatory interview, the agency may offer the employee the opportunity to participate via phone, in accordance with Article 18. OCB should be consulted when an agency is attempting to administer discipline where an employee has filed a claim for disability.*

43.02 Insurance Providers and Third Party Administrators

In the event that the administration of the disability program is conducted by a private insurance carrier or a third party administrator the administration shall be conducted in accordance with insurance industry underwriting procedures and standards without reducing benefits or eligibility requirements as provided in this Agreement. The Employer reserves the right to contract with a licensed mental health adjudicator to evaluate and approve or disapprove applications for disability leave based on any form of mental disorder as provided in 43.01.

Explanation: *Language puts the Union on notice that the Employer may alter the manner in which the current health care provider (UBH) administers and adjudicates claims, or contract with another provider to replace or supplement such function.*

43.03 Information and Orientation

To facilitate the understanding of Disability Benefits and the application procedure requirements, the Employer and the Department of Administrative Services shall make explanatory materials available to Labor Council Members, Associates or individual members, upon request. No later than January 2008, the Employer will offer a Disability orientation program focusing on eligibility requirements for Labor Council representatives, so that they may train Associates in procedures.

Explanation: *In 2001, pattern language was incorporated expressing the commitment of the State to make information readily available regarding the Disability Benefits program.*
In 2006, language was added to change the orientation program's focus toward eligibility requirements.

ARTICLE 44 – HOSTAGE LEAVE

The language in this Article continues unchanged from the previous Contract.

If a member has been taken hostage, he/she may request consideration for administrative leave at the regular rate of pay not to exceed sixty (60) days.

The Employer may request the opinion of a licensed physician to determine the employee's capability to perform the material and substantial duties of his/her position. Such requests for leave shall not be unreasonably denied

.

ARTICLE 45 – OTHER LEAVES OF ABSENCE

The language in this Article continues unchanged from the previous Contract.

45.01 Requesting Leave of Absence Without Pay

The Director/designee may grant a leave of absence without pay to a member of the bargaining unit. A member must request in writing all leaves of absence without pay. The request shall state the reasons for taking leave of absence and the dates for which such leave is being requested.

45.02 Length of Leave

Upon written request, leave may be granted for any personal reason for a maximum duration of six (6) months. Leave of absence without pay may be granted for a maximum period of two (2) years for purposes of education or training which would be of benefit to the Agency. Renewal or extension beyond the two (2) year period shall not be allowed.

45.03 Abuse of Leave

If it is found that a leave is not actually being used for the purpose for which it was granted, the Director/designee may cancel the leave and direct the employee to report for work by giving written notice to the employee.

45.04 Failure to Return

An employee who fails to return to duty within three (3) working days of the completion or a valid cancellation of a leave of absence without pay without explanation

to the Director/designee, may be removed from the service.

An employee who fails to return to service from a leave of absence without pay and is subsequently removed from the service is deemed to have a termination date corresponding to the starting date of the leave of absence without pay.

45.05 Return to Service

Upon completion of a leave of absence, the employee is to be returned to the classification formerly occupied, or to a similar classification if the employee's former classification no longer exists. The Employer has the right to fill the position formerly occupied when the Employer feels it necessary. An employee may be returned to active pay status prior to the originally scheduled expiration of the leave if such earlier return is agreed to by both the employee and the Director/designee.

45.06 Service Credit

Time spent on authorized leaves of absence without pay will count towards seniority, including service credit for annual step increases, layoff purposes, and for computing the amount of vacation leave, provided the employee is properly returned to service and is not serving a probationary period.

Employees that do not return to service from a personal leave of absence shall not receive service credit for the time spent on such leave.

45.07 Family Leave

Any employee may be granted a leave of absence without pay for purposes of family care pursuant to Section 45.02 of this Article. This six (6) month period is not in addition to the twelve (12) weeks provided by the FMLA. All requests for leave of absence without pay for purposes of family care shall be considered on a non-discriminatory basis without regard to the sex of the employee, and shall not be unreasonably denied. An adoptive parent's request for leave of absence for purposes of child care shall be considered on the same basis as that of a biological parent under similar circumstances.

45.08 Paid Adoption and Child Birth Leave

A. Eligibility

All employees who work thirty (30) or more hours per week are eligible for paid Adoption Childbirth leave upon the birth or adoption of a child for care, bonding and/or acclimation of the child. Leave under this Section shall be limited to six (6) weeks, the first two (2) of which shall be the unpaid waiting period, and the remaining four (4) weeks shall be paid at seventy (70%) percent of the employee's regular rate of pay. No minimum service time is necessary to establish eligibility for this leave. Eligibility for leave is established on the day of the birth of a child or the day upon which custody of a child is taken for adoption placement by the prospective parents. The employee must be the biological parent. In case of adoption the employee must be the legal guardian of and reside in the same household with the newly adopted child to be eligible. Employees may elect to take two-thousand ($2,000) dollars for adoption expenses in lieu of taking time off for Adoption under Adoption/Childbirth Leave. Payment may be requested when the court has awarded permanent custody of a child to the prospective parents. In the event the child is already residing in the home payment may be requested at the time the adoption is approved.

In the event an infant child dies while an employee is using Adoption/Childbirth leave for that infant, Adoption/Childbirth leave terminates on the date of the death.

Requested bereavement leave may begin on the day following the death of the child, and may be supplemented by other leaves as specified in Section 30.03.

Explanation: *Language clarifies when an employee is entitled to request payment for adoption expenses.*

B. Waiting Period

To qualify for paid Adoption/Childbirth leave under this Section, an employee must complete a fourteen (14) day waiting period, which commences on the date eligibility is established. An employee may work at the discretion of the employee's appointing authority and/or may take unpaid leave or may use any form of paid leave for which he/she is qualified, or any combination thereof, during the fourteen (14) day waiting period. The fourteen (14) day waiting period under this Section shall satisfy any waiting period for disability leave benefits for employees who qualify for additional leave due to disability, provided the employee does not work during the two (2) week waiting period. The remaining four (4) weeks shall be paid at seventy (70%) percent of the employee's regular rate of pay.

C. Leave Benefit

An employee may utilize any other form of paid leave to supplement Adoption/ Childbirth leave, up to a maximum of one hundred (100%) percent of the employee's regular biweekly rate of pay. Employees using Adoption/Childbirth leave who meet the eligibility requirements of the Family and Medical Leave Act (FMLA) (i.e., twelve (12) months of state service, and one thousand two hundred fifty (1,250) hours in state service active pay status during the twelve (12) months immediately before the birth or adoption) shall have the entire non-working period of Adoption/Childbirth leave counted toward the employee's twelve (12) week FMLA entitlement. Adoption/ Childbirth leave shall not affect an employee's right to leave under other provisions of this Agreement.

D. Part-Time Employees

The average regular hours worked (including holidays and paid leave) over the preceding three month period shall be used to determine eligibility and benefits under this Section for part-time employees, provided that such benefits shall not exceed forty (40) hours per week. If the employee has not worked a three (3) month period, the number of hours for which the employee has been scheduled per week will be used to determine eligibility and benefits.

E. Coordination with Disability Leave

Employees who are receiving disability leave prior to becoming eligible for Adoption/Childbirth leave shall continue to receive disability leave for the duration of the disabling condition or as otherwise provided under the disability leave program. In the event that the employee's disability leave benefits terminate prior to the expiration of any benefits the employee would have been entitled to under Adoption/Childbirth Leave, the employee will receive Adoption/Childbirth Leave for such additional time without being required to serve an additional waiting period. In the event an infant child dies while the birth mother is using Adoption/Childbirth leave in lieu of disability leave benefits for that

infant the leave shall continue for a period consistent with the appropriate recovery period for disability leave benefits for child birth.

F. Holidays

Employees shall not be eligible to receive Holiday Pay while on Adoption/Childbirth leave. Holidays shall be counted as one day of Adoption/Childbirth leave and shall be paid as Adoption/Childbirth leave, except that during the waiting period if an employee worked the day before a holiday the employee will be eligible to receive Holiday Pay as normal. Employees who work during a holiday shall be entitled to pay as provided in Article 38.

G. Working During Adoption/Childbirth Leave Period

Appointing authorities may allow employees to work reduced schedule during any portion of the six (6) week period, subject to the needs of the agency. Employees who are permitted to work a reduced schedule during such period shall establish a schedule that is acceptable to the Appointing Authority. Only the time spent in non-work status during the period of Adoption/Childbirth leave may be applied as FMLA leave.

H. Credit for Hours Worked or Supplemented

Employees who work or supplement their pay during the latter four (4) weeks of leave, as described above, shall have their pay for hours worked or supplemented so calculated that working or supplementing thirty (30%) percent of their normally scheduled work hours during the pay period shall result in a bi-weekly pay amount equal to their regular bi-weekly pay. Employees who work more than thirty (30%) percent of their regularly scheduled hours shall forfeit paid Adoption/Childbirth leave on an hour for hour basis for all excess hours.

I. Duration

Under no circumstances shall Adoption/Childbirth leave be taken beyond six (6) weeks from the date of birth or placement of a child for adoption. Adoption/Childbirth leave shall not be used to extend the layoff date of employees or to extend a period of employment for Established Term regular or irregular employees.

J. Coordination with Bereavement Leave

In the event an infant child dies while an employee is using Adoption/Childbirth leave for that infant, Adoption/Childbirth leave terminates on the date of the death. Requested bereavement leave may begin on the day following the death of the child. Bereavement leave will be granted in the case of a stillborn conditioned upon the tendering of a death certificate.

ARTICLE 46 - COURT LEAVE

46.01 Granting of Court Leave

The respective Department/Agency shall release employees from their scheduled work day with pay at regular rate to any employee who:

1. Is summoned for jury duty by a court of competent jurisdiction, or
2. Is subpoenaed to appear, based on any action arising out of his/her employment, before the court or other official proceedings.

Explanation: *Court leave is in lieu of an employee's shift.*

46.02 Compensation

Any compensation or reimbursement for jury duty or for court attendance compelled by subpoena, when such duty is performed during an employee's normal working hours, shall be remitted by a state employee to the payroll officer for transmittal to the Treasurer of State.

46.03 Granting of Leave When Bargaining Unit Member is a Party to the Matter Before the Court

Any employee who is appearing before a court or other legally constituted body in a matter in which he/she is a party may be granted vacation time, leave of absence without pay, personal leave or compensatory time off. Such instances would include, but not be limited to, criminal or civil cases, traffic court, divorce proceedings, custody, or appearing as directed as a parent or guardian of juveniles.

Employees subpoenaed to proceedings on behalf of an employer other than the state, or arising from events while off-duty; shall not be eligible for paid leave as provided in this Article, but may elect to use available accrued leave. Employees using such accrued leave shall not be required to remit any fees received.

46.04 Court Pay

Employees appearing in a court or other official proceeding based on any action arising out of their employment shall be guaranteed a minimum of three (3) hours at the regular rate or actual hours worked, whichever is greater, providing any such time paid for under this Article shall not abut the employee's regularly scheduled work day within one (1) hour. The Employer shall not change an employee's schedule or scheduled shift in order to avoid payment for such time incurred during off duty hours without the consent of the employee involved.

Arbitration Awards:

#915 *Arbitrator Graham: Grievant Ronald Lewis et al; 10/13/93. This case involved a dispute concerning the payment of Court Pay. The Arbitrator determined that the Employer is required to pay 2.5 hours of court pay at the regular rate under all circumstances including overtime. The grievance was granted.*

Explanation: *In 2001, language clarified that the State will not be required to grant an employee paid leave when the employee is subpoenaed to proceedings on behalf of an employer other than the State or for proceedings based upon events which occurred in an off-duty status. An employee who is subpoenaed for a court appearance on behalf of another employer or relative to events while in an off-duty status is not eligible for paid leave, but may elect to use available personal, vacation or compensatory leave. The employee is not required to remit any fees received if accrued leave is used*

ARTICLE 47 - MILITARY LEAVE

The language in this Article continues unchanged from the previous Contract.

All employees shall be granted military leave in accordance with appropriate federal laws or the provisions of the Ohio Revised Code in force as of the effective date of this Agreement.

ARTICLE 48 - LEAVE FOR DISASTER RELIEF SERVICES

The language in this Article continues unchanged from the previous Contract.

Employees will be granted Leave for Disaster Relief Services in accordance with the provisions of Ohio Administrative Code, and Ohio Revised Code, in effect as of the effective date of the Agreement.

ARTICLE 49 - OLYMPIC COMPETITION LEAVE

The language in this Article continues unchanged from the previous Contract.

Employees will be granted Olympic Competition Leave in accordance with the provisions of Ohio Administrative Code Section 123:1-34-08, in effect as of the effective date of the Agreement.

ARTICLE 50 - UNION BENEFITS TRUST

The language in this Article continues unchanged from the previous Contract.

50.01 Amount

The benefits of this Article shall be administered by the Union Benefits Trust. The Employer shall provide all dental, life, vision, and other designated benefits to the extent and in the manner outlined in the Employer's agreement with OCSEA and the Benefits Trust. The Employer shall place the employee's monthly health benefits deductions on a pretax basis as permitted by Federal Law.

Explanation: *In 2006, a major re-write of this Article occurred to reflect the current administration of dental, life, vision, and other designated benefits by the Union Benefits Trust. The details of the benefits are provided in the OCSEA Agreement.*

50.02 Insurance for Members of the Bargaining Unit Killed in the Line of Duty

Members of the bargaining unit killed in the line of duty shall receive twice the amount of coverage as specified in Section 50.01.

50.03 Disability Coverage

In the event a bargaining unit employee goes on disability or is receiving Workers' Compensation benefits, the Employer shall continue payments to the Trust pursuant to Section 50.01 for the period of such disability, but not beyond two (2) years.

50.04 Optional Life Insurance

Optional term life insurance for employees shall be administered in accordance with the Benefits Trust.

50.05 Voluntary Supplemental Benefit Plans

The benefits of the Article shall be administered by the Union Benefits Trust. Except for established payroll deductions for programs and organizations in effect on the effective date of this Agreement, along with any deductions, no additional payroll deductions for dues, fees or contributions shall be provided to any individual or organization without the prior written consent of the Union and the Employer. The only voluntary supplemental benefit plans offered to state employees whether provided through insurance or otherwise will be those selected via a state administered request for proposal process or pursuant to this article of this agreement. Only those employees enrolled in a voluntary supplemental benefit plan on the effective date of this agreement that was not selected pursuant to this paragraph may continue to participate in such program.

Explanation: *This new language limits an FOP bargaining unit employee's ability to have payroll deductions for voluntary supplemental benefit plans effective July 1, 2006, for vendors that are* ***not*** *on a state contract or offered through the Benefits Trust. FOP employees enrolled prior to July 1, 2006, may continue to have payment for these plans processed through state payroll deductions. Further, these employees may modify the benefit level they are currently purchasing with that vendor, but may not add additional products. For example, an employee who has life insurance through a non-eligible vendor who wants to increase coverage or change a dependent after July 1, may do so. He/she may NOT, however, add disability supplemental insurance through that same vendor thereby increasing their current payroll deduction. This language does not prevent an FOP member from purchasing products from these vendors on their own time outside the workplace; it only precludes the ability to pay for these products via a state payroll deduction.*

Instructions: *Payroll officers shall not process any new payroll deductions for voluntary benefits for enrollment cards signed on or after July 1, 2006.*

ARTICLE 51 - GROUP HEALTH INSURANCE

51.01 Health Insurance

The Employer shall provide a comprehensive health care insurance program to all permanent full-time and part-time employees who shall have the right to choose among any qualified health plans which are available in their area. Health Plan characteristics and benefits shall be as provided in the Employer's Agreement with OCSEA.

Regardless of plan, the Employer will pay 85% of the claims cost for the plan selected and 85% of the lowest cost administrative fee among the plans offered. The employee will pay 15% of the claims cost for the plan selected, 15% of the lowest administrative fee, and the full difference in cost between the lowest administrative fee and the administrative fee charged by the plan selected. The State will deduct the employee's monthly share of the health care premium twice a month or bi-weekly as determined by the Employer.

Employees who include a spouse as a dependent for healthcare coverage shall pay a surcharge of $12.50 per month in addition to the family premium. The Employer shall place the employee's monthly health benefits' deductions on a pre-tax basis as permitted by Federal Law.

Eligibility provisions for employees enrolling in State provided health care plans shall remain the same as those in effect in the Employer's agreement with OCSEA

At least every other year the Employer shall conduct an open enrollment period, at which time employees shall be able to enroll in a health plan, continue enrollment in their current plan, or switch to another plan, subject to plan availability in their area. The timing of the open enrollment period shall be established by the Director of The

Department of Administrative Services (DAS), in consultation with the Joint Health Care Committee. Changes outside of open enrollment may only occur as prescribed in the Employer's Agreement with OCSEA.

There shall be established a Joint Health Care Committee composed of representatives of management, and of the various labor unions representing state employees. The committee shall meet regularly using the procedures and performing the duties outlined in the Agreement with OCSEA.

Explanation: *The 85/15 Employer/employee contribution remains. However, the employee will absorb the cost of a higher administrative fee, if any, for their plan.*

There shall be a $12.50 spousal surcharge.

51.02 Dental/Vision

The Employer shall provide funding to the Union Benefits Trust on behalf of members as outlined in its agreement with OCSEA. All member dental and vision benefits shall be provided by the Union Benefits Trust.

Explanation: *Cleans up language that the Union Benefits Trust provides dental and vision coverage.*

ARTICLE 52 - INDEMNIFICATION OF MEMBERS

The language in this Article continues unchanged from the previous Contract.

52.01 Indemnification

The Employer agrees to indemnify bargaining unit members in accordance with the Ohio Revised Code Section 9.87. The Employer shall further indemnify bargaining unit members, under the circumstances and in accordance with the procedures set forth in the Ohio Revised Code Section 9.87, from liability for compensatory or punitive damages incurred in the performance of their duties by paying any judgment in, or amount negotiated in settlement of, any civil action arising under the law of the State of Ohio, the law of any other state, or under federal law. The actions of the Ohio Attorney General pursuant to the Ohio Revised Code Section 9.87 are not subject to the grievance or arbitration provisions of this Agreement.

52.02 Insurance Policy

The Employer agrees to remit to the Labor Council an amount to be applied toward the payment of a premium by the Labor Council for an insurance policy which

provides a defense attorney to represent all members of the bargaining unit when they are charged with a criminal act that results from events occurring while the bargaining unit member was acting in an official capacity. The maximum amount payable during the term of the Agreement shall be four dollars ($4) per member per month.

ARTICLE 53 - DEATH OF A MEMBER OF THE BARGAINING UNIT

The language in this Article continues unchanged from the previous Contract.

In the event of the death of a member of the bargaining unit, the surviving spouse, child or other appropriate family member shall be presented with the badge worn by the deceased member. The badge will be suitably mounted. If the member did not wear or use a badge while working, some other appropriate remembrance shall be presented to the appropriate family member. The department will fly its flags at half-staff for one week on designated days.

ARTICLE 54 - PAYMENT OF PERSONAL EARNINGS TO A DECEASED MEMBER

The language in this Article continues unchanged from the previous Contract.

Payment of personal earnings and accrued benefits due to a deceased member of the bargaining unit will be made in accordance with Ohio Revised Code Section 2113.04.

ARTICLE 55 – WAGES

55.01 Definitions of Rates of Pay

All rates of pay as used in this Agreement are defined as follows:

A. Class base rate is the minimum hourly rate of the pay range for the classification to which the employee is assigned.
B. Step rate is the specific value within the range to which the employee is assigned.
C. Base rate is the employee's step rate plus longevity adjustment.
D. Regular rate is the base rate plus supplements, whichever apply.
E. Total rate is the regular rate plus shift differential, where applicable.

55.02 Pay Schedule

Employees in the bargaining unit shall be paid in accordance with the following schedule for the duration of this Agreement.

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
1	$11.87	$12.21	$12.59	$13.04	$13.43		
	$24,690	$25,397	$26,187	$27,123	$27,934		
2	$12.46	$12.84	$13.26	$13.69	$14.13		
	$25,917	$26,707	$27,581	$28,475	$29,390		
3	$13.04	$13.43	$13.91	$14.38	$14.85		
	$27,123	$27,934	$28,933	$29,910	$30,888		
4	$13.69	$14.13	$14.65	$15.14	$15.66		
	$28,475	$29,390	$30,472	$31,491	$32,573		
5	$14.38	$14.85	$15.44	$15.93	$16.34		
	$29,910	$30,888	$32,115	$33,134	$33,987		
Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
6	$15.14	$15.66	$16.15	$16.60	$17.14		
	$31,491	$32,573	$33,592	$34,528	$35,651		
7	$15.93	$16.34	$16.83	$17.38	$17.95	$18.66	
	$33,134	$33,987	$35,006	$36,150	$37,336	$38,813	
8	$16.83	$17.38	$17.95	$18.66	$19.38	$20.17	
	$35,006	$36,150	$37,336	$38,813	$40,310	$41,954	
9	$17.95	$18.66	$19.38	$20.17	$21.12	$22.09	
	$37,336	$38,813	$40,310	$41,954	$43,930	$45,947	
10	$19.38	$20.17	$21.12	$22.09	$23.06	$24.23	
	$40,310	$41,954	$43,930	$45,947	$47,965	$50,398	
11	$21.12	$22.09	$23.06	$24.23	$25.40	$26.63	
	$43,930	$45,947	$47,965	$50,398	$52,832	$55,390	
12	$23.06	$24.23	$25.40	$26.63	$27.95	$29.29	$30.74
	$47,965	$50,398	$52,832	$55,390	$58,136	$60,923	$63,939
13	$25.40	$26.63	$27.95	$29.29	$30.74	$32.26	$33.83
	$52,832	$55,390	$58,136	$60,923	$63,939	$67,101	$70,366
14	$27.95	$29.29	$30.74	$32.26	$33.83	$35.53	$37.31
	$58,136	$60,923	$63,939	$67,101	$70,366	$73,902	$77,605
15	$30.74	$32.26	$33.83	$35.53	$37.31	$39.09	$41.04
	$63,939	$67,101	$70,366	$73,902	$77,605	$81,307	$85,363
16	$33.83	$35.53	$37.31	$39.09	$41.04	$43.11	$45.26
	$70,366	$73,902	$77,605	$81,307	$85,363	$89,669	$94,141

Explanation: *Wages shall remain at the 2008 Pay Schedule for the duration of the Agreement.*

55.03 Pay Range Assignments

Class #	Pay Range	Classification Title
22251	10	Wildlife Education Officer

22290	8	Wildlife Officer Cadet
22292	10	Wildlife Officer
22293	11	Wildlife Investigator
22520	8	Park Officer Cadet
22521	10	Park Officer
22522	11	Park Officer Investigator
22523	10	Park Officer Specialist
22581	11	Armorer
22821	8	Preserve Officer 1
22822	8	Preserve Officer 2
22841	8	Forest Officer 1
22842	10	Forest Officer 2
23511	11	Enforcement Agent
23521	10	Liquor Control Compliance Officer
Class #	**Pay Range**	**Classification Title**
26611	8	Police Officer 1
26612	10	Police Officer 2
26621	9	Central Office Enforcement Agent
26811	10	Tax Enforcement Agent 1
26812	11	Tax Enforcement Agent 2
26813	12	Tax Enforcement Agent 3
26910	8	Watercraft Officer Cadet
26911	10	Watercraft Officer
26912	10	Watercraft Officer Specialist
26921	11	Watercraft Investigator
26915	10	Watercraft Education Officer

Upon completion of their probationary period, Police Officer 1's shall be reclassified to Police Officer 2. Upon successful completion of the Wildlife Officer Pre-Service Training program, Wildlife Officer Cadets shall be promoted to Wildlife Officer.

The issue of automatic progression for the Tax Enforcement Agents shall be deferred to a labor management committee with implementation of the automatic progression no sooner than January 1, 2012. If the committee cannot agree to implementation, the issue shall be advanced to Step Three (3) Arbitration pursuant to Article 20.07.

Instructions: *The Department of Taxation will defer the issue of automatic progression for their Tax Enforcement agents to their Labor Management committee. Implementation of the automatic progression will be no sooner than 1/1/12.*

If the parties cannot agree to implementation in the third year of the contract, the issue will be advanced to arbitration to determine if automatic progression should be implemented.

55.04 Promotions

Employees who are promoted to a classification assigned to a higher pay range within the unit shall be placed at a step to guarantee them an increase of approximately four percent (4%). Employees assigned to a classification series which provides automatic movement to a higher classification at the successful completion of the initial probationary period or are promoted as a result of the appointment type change are not subject to a four percent (4%) increase. These employees will receive a step increase pursuant to Section 55.06 before placement into the higher classification. The employees shall be placed in the step of the higher pay range which is closest to but not less than the step they are assigned at the completion of the probationary period. Subsequent step increases will be provided pursuant to Section 55.06.

55.05 Step Movement

There shall be a freeze on step movement beginning with employees whose step date is August 2, 2009 or thereafter. Thereafter, there shall be no step movements, including any step movement provided for in agency specific agreements. Step movement shall resume beginning with the employees whose step date is August 2, 2011. No retroactive movement shall occur for the two (2) years that have been skipped. Freezing of step movements shall not affect the performance evaluation schedule.

An employee shall receive a step increase upon satisfactory completion of the probationary period. However, employees hired or promoted between August 2, 2009 and August 1, 2011 shall not receive a probationary step increase. Upon resumption of step movement, the employee's step date shall be the employee's date of hire.

Explanation: *There shall be a freeze on step movement for all employees hired after August 2, 2009 and thereafter. Step movement shall resume on August 2, 2011.*

Employees hired or promoted between August 2, 2009 and August 2, 2011 shall not receive a probationary step increase. An employee hired or promoted prior to August 2, 2009 shall receive their probationary step increase even it falls during the period of the freeze.

55.06 Cost Savings Days (CSDs)

Full time permanent employees in the FOP bargaining unit shall take ten (10) days off without pay, for a total of eighty (80) hours in each fiscal year beginning on August 1, 2009 and ending on June 30, 2011. The hours of a cost savings day may not be less than the employee's regularly scheduled work day or any hours remaining in the eighty (80) hour total. Cost savings days for employees who work other than a full time schedule will be assessed on the holidays listed under Article 38.01. This assessment will not affect compensation due separately pursuant to Article 38.03 for hours worked on a holiday.

The loss of pay shall be equal to 3.333 hours each pay period throughout the 2010 fiscal year, with the deduction beginning in the paycheck the employee receives on July 31, 2009. Beginning with the paycheck the employee receives July 2, 2010, the loss of

pay shall be equal to 3.076 hours each pay period throughout the 2011 fiscal year. Employees on OIL, salary continuation, disability, or hostage leave shall also have a deduction of 3.333 or 3.076 hours each pay period throughout the appropriate fiscal year. Deductions made pursuant to this Article shall be made pre-tax.

The Employer shall conduct a canvass once in each fiscal year in each work unit for full-time permanent employees. The canvass results for fiscal year 2010 must be in place by August 1, 2009. The canvass results for fiscal year 2011 must be in place by July 1, 2010. Employees that already have approved vacation requests beginning August 1, 2009, may substitute cost savings days. The Employer shall indicate days which are not available and are identified as "black out" days based on operational need. "Black out" days may be work unit specific. Employees, in order of seniority, shall select days off. Subject to operational need, CSDs may include more than one day up to the total of eighty hours. The Employer retains the right to reject the selection based upon operational need. Employees who are unavailable during the canvass period (e.g., disability, Workers' Compensation, leave of absence, etc.) shall be permitted to schedule the appropriate number of CSDs upon their return, subject to the foregoing. Employees who decline to schedule part or all of the CSDs shall be scheduled by the Employer. Employees on alternative schedules must take off the number of days that are the equivalent of a total of eighty (80) hours.

For the first two (2) years of this agreement these employees vacation leave usage will be limited to a maximum of their yearly vacation leave accruals less the ten CSDs (e.g. An employee who accrues four (4) weeks of a vacation in a year, shall take ten (10) CSDs and up to maximum of ten (10) vacation days). However, additional vacation leave requests may continue to be approved according to Article 37.04. The denial of additional vacation leave requests shall not be arbitrable but may be grieved directly to Step 2 of the grievance procedure. This shall not impact FMLA rules and policies. If an Agency vacation canvass has already occurred, employees that already have approved vacation requests will be required to substitute CSDs for that leave up to a maximum of eighty (80) hours. If no Agency vacation canvass is in place or at the expiration of the current canvass, a CSD canvass shall be implemented for fiscal year 2010 and 2011. An employee on an initial probationary period shall have their CSDs determined by the Employer in consultation with the probationary employee. For the first two years of this agreement, these rules take precedence over those in Article 37. Effective July 1, 2011, all vacation leave may be utilized in accordance with Article 37.

In the event a cost savings day is revoked by the Employer after institution of a canvass, the employee shall be permitted to substitute any other day at his/her discretion. Revocation shall not be arbitrary or capricious. Such a rescheduling may not be revoked. The employee shall also be reimbursed for any costs incurred as a result of canceling or returning early from the CSD upon submission of appropriate evidence. The Employer and employee may mutual agree to change a CSD. In the event the Employer prevents an employee from taking cost savings days, appropriate corrections shall be made to his/her paycheck at the end of each fiscal year.

Employees' leave accruals and health insurance shall not be affected by cost savings days. Cost savings days shall not be considered as active pay status for purposes of Article 22.07. In the event an employee leaves state service prior to the equalization of

cost savings days used and deductions made, appropriate corrections shall be made to his/her final paycheck or deducted from the employee's leave balances.

Explanation: *All employees shall take 10 days off without pay (80 hours) in fiscal year 2010 and fiscal year 2011. The deduction shall be equal to 3.333 hours per pay period in fiscal year 2010 and 3.076 in fiscal year 2011.*

FOP employees shall be subject to a vacation cap for fiscal year 2010 and fiscal year 2011 that is equal to their yearly vacation leave accruals less ten (10) CSDs. Example: In fiscal year 2010, an employee accrues ten (10) days (80 hours) of vacation leave. He/she must take ten (10) CSDs and cannot use any of his/her accrued vacation hours in fiscal year 2010. However, the language does permit the agency the discretion to approve additional vacation requests pursuant to Article 37.04. The denial of these additional vacation requests are not arbitrable but may be grieved directly to Step 2 of the grievance procedure.

Instructions: *Employees out on approved leaves of absence will also have a deduction of 3.333 or 3.076 hours each pay period throughout the year.*

For FY10, a canvass for CSDs must be implemented by August 1, 2009. Employees may substitute any pre-scheduled vacation days after August 1, 2009 for CSDs.

The Agency may designate "black out" days based on operational need. The Agency can reject a CSD selection based upon operational need. All employees must have 10 CSDs (or a total of 80 hours) selected by August 1, 2009 in FY 10 and July 1, 2010 in FY 11. If an employee does not select all 10 CSDs, the Agency shall select the remainder for the employee.

Revocation of a CSD is permitted but shall not be arbitrary and the employee will be reimbursed for any costs incurred as a result of the revocation upon submission of appropriate evidence.

CSDs are considered active pay status for the purposes of leave accruals and health insurance but are not considered active pay status for the purposes of Article 22.07.

In the event an employee leaves state service prior to the equalization of cost savings days used and deductions made, appropriate corrections shall be made to the final paycheck or deducted from the employee's leave balances. For example, an employee takes all 80 hours of CSDs in the first pay period after August 1, 2009.

The employee then leaves state service at the end of the month. Assuming there had been two pay periods in the month of August, the employee would have had only 6.666 hours deducted from their pay. Since they used 80 hours of unpaid time, a total of approximately 73.334 hours of pay will be deducted from the final paycheck or the employee's leave balances. Same goes for if the employee takes zero CSDs in August and then leaves state service at the end of the month. Assuming there were two pay periods in August and 6.666 hours were deducted from the employee's pay, the State now owes the employee 6.666 hours of pay which will show up on the employee's final paycheck

---

55.07 High Performance Work Systems

The Employer and the Union agree to establish a joint committee to study ways in which the current classification system can be amended for purposes of enhancing employee opportunity and flexibility through the use of concepts such as broadbanding, skill based pay, and similar systems associated with high performance workplaces. The committee shall consist of four persons designated by each party and the state employee members will serve without loss of pay or travel expenses, exclusive of overtime.

The committee will include in its work a study of the relationship between workforce development and high performance systems, including training requirements, career development paths, workplace redesign and the impact of existing provisions of the Collective Bargaining Agreement, and may recommend the implementation of pilot programs within the context of this Section. The parties agree that, except as may be mutually agreed otherwise, no pilot or project initiated as result of this effort will conflict with, amend or abridge any provision of this Agreement. It is further agreed that no pilot or project initiated as a result of this effort will result in loss of pay or benefits, nor shall it result in the layoff of any employee.

55.08 Electronic Funds Transfer (EFT)

All employees shall receive their pay via direct deposit. Employees shall authorize the direct deposit of the employee's compensation into a financial institution of the employee's choice or execute the required documentation to authorize the direct deposit into a financial institution designated by the Board of Deposits for the benefit of the employee.

ARTICLE 56 - LONGEVITY PAY

56.01 Longevity Adjustment

Beginning on the first day of the pay period within which an employee completes five (5) years of total state service, each employee will receive an automatic salary adjustment equivalent to one-half percent (.5%) times the number of years service times the first step of the pay rate of the employee's classification for a total of twenty (20) years. This amount will be added to the step rate of pay.

The granting of longevity adjustments shall not be affected by promotion, demotion, or other changes in classification held by the employee.

56.02 Computation of Longevity

Effective June 12, 1986 only service with state agencies, i.e. agencies whose employees are paid by the Auditor of State, will be counted for the purposes of computing longevity for new employees in the bargaining unit.

An employee who has retired in accordance with the provisions of any retirement plan offered by the State and who is employed by the State or any political subdivision of the State on or after June 24, 1987, shall not have his/her prior service with the State or any political subdivision of the State counted for the purpose of computing longevity.

Longevity adjustments are based solely on length of service excluding any service time earned between July 1, 2003 and June 30, 2005, inclusive.

Explanation: *Employees who retire from State service and who have been reemployed by the State shall not have any prior service time counted toward longevity accrual.*

ARTICLE 57 - SHIFT DIFFERENTIAL

Bargaining unit members who are regularly assigned to work shifts, including Enforcement Agents at the Department of Public Safety, shall receive a shift differential of $.75 per hour for each hour worked commencing at 5:00 p.m. and ending at 6:00 a.m. The shift differential shall be added to the employee's regular rate of pay. No shift will be changed for the sole purpose of avoiding the payment of shift differential.

Explanation: *Cleans up language to reflect that for the duration of this Agreement, shift differential is paid at $.75 per hour for each hour worked commencing at 5:00 pm and ending at 6:00 am.*

ARTICLE 58 - USE OF TECHNOLOGY

The language in this Article continues unchanged from the previous Contract.

In accordance with applicable law, no state employee should have an expectation of privacy while on paid time as an employee.

Explanation: *This 2006 language permits the Employer to the reasonable use of any and all forms of technology to monitor the workplace and its employees while in the performance of their duties.*

Instructions: *OCB should be consulted when an agency is considering any type of surveillance or monitoring using technology of its employees.*

ARTICLE 59 – TRAVEL

59.01 Cash Advance

Employees may be granted cash advances for travel within the State of Ohio as follows:

1. The cash advance shall cover only lodging, meal and other commonly incurred work expenses in accordance with the current provisions of rule 126-1-02 of the Ohio Administrative Code. Rates shall be the rates applied in Section 59.02 of this Article.
2. The employee must first submit a written travel plan which has been approved by the Director or his/her designee. The travel plan shall identify the work dates, travel dates, times of departure and return, destination, purpose of the trip, and all estimated expenses.
3. The cash advance shall be paid by check through the petty cash office in accordance with the employee's estimated expenses, provided such expenses do not exceed or conflict with the reimbursement rates and requirements of rule 126-1-02 of the Ohio Administrative Code and any exceptions to the rule granted by the Office of Budget and Management.
4. Work expense advances shall be provided pursuant to the Rules and Regulations of the Department. The State is discontinuing the State credit card program. No new State credit cards will be issued. Employees currently holding State credit cards are permitted to maintain them.
5. Upon reaching the end of the vouchering period covering the request for advanced funds, the employee shall provide the petty cash office with a reconciliation statement approved by his/her supervisor certifying whether the estimated expenses during that period and any estimated travel during that period were actually incurred. All receipts for overnight lodging shall accompany the reconciliation statement. No receipts for meals will be required. Any change in travel or expenses shall be clearly noted and explained.
   a. If the reconciliation statement indicates that actual expenses exceeded estimated expenses the employee shall be reimbursed out of the petty cash fund for additional expenses, provided such reimbursement does not exceed or conflict with the requirements of Rule 126-1-02 of the Ohio Administrative Code, any exception to the rule granted by the Office of Budget and Management, and the rates provided for in this Article.
   b. If the reconciliation statement indicates that the estimated expenses exceeded actual expenses the employee shall reimburse the petty cash fund the advanced amount which was not expended within ten (10) working days.
6. An employee who has received a cash advance for expenses or reconciliation reimbursement out of a petty cash fund shall not file an OBM 7148 Travel Expense Report for those same expenses.

7. Should a change in cash advance procedures become necessary during the life of this Agreement, such change shall be discussed with the FOP prior to implementation.
8. Employees who are off-duty and who are on temporary overnight assignments away from their department or home shall be permitted, when assigned a state vehicle, to use that vehicle for personal errands of a necessary nature.

Explanation: *No new State credit cards will be issued; however, those who currently have them will be permitted to maintain them.*

Effective October 1, 2009, if an employee is required by the Employer to use his/her personal vehicle for state business, he/she shall be reimbursed at the rate set by the Director of the Office of Budget and Management (OBM). The mileage allowance shall not be set less than forty-five ($.45) cents per mile, but if the Internal Revenue Service's rate is reduced to an amount lower than forty-five ($.45) cents, the rate will be set at the Internal Revenue Service's rate. OBM will examine the mileage allowance quarterly. When the mileage allowance is changed, the Director of OBM shall provide FOP with notice and a rationale for the change. The mileage allowance for bargaining unit employees shall not be set at a rate lower than the mileage allowance for exempt employees.

All employees shall receive travel reimbursements via direct deposit. Employees shall authorize the direct deposit of the travel reimbursement into the same financial institution in which the employee's paycheck is deposited or execute the required documentation to authorize the direct deposit into a financial institution designated by the Board of Deposits for the benefit of the employee.

Explanation: *The rate for mileage reimbursement will be set by the Director of OBM but will not be less than $.45 per mile unless the IRS rate goes below $.45 per mile. If the IRS rate dips below $.45 per mile, than the reimbursement rate will be the IRS rate.*

All travel reimbursements will be received via direct deposit into the same account where their paycheck is deposited.

Effective Date: *October 1, 2009*

59.02 Expense Reimbursement

The Employer will continue to provide the standard and uniform procedure in accordance with the Office of Budget and Management and the Auditor of State under which authorized employees may secure reimbursement of personal funds expended in connection with the performance of assigned duties. Improvements in reimbursement

rates by OBM shall be incorporated herein. The Agency may require receipts or other proof of expenditures before providing reimbursement.

If the Agency Head or designee requires an employee to stay overnight, the employee shall be reimbursed up to the rate set by the U.S. General Services Administration effective October 1, 2009, plus tax per day for actual lodging expenses incurred. The employee shall receive a per diem rate for meal expenses and other incidentals incurred at the rate set by the U.S. General Services Administration, prorated in accordance with the regulations of the Office of Budget and Management (OBM). The Agency may require receipts or other proof of expenditures before providing reimbursement, except for meals and incidentals. A State vehicle will be provided for state business.

Explanation: *If an employee is required to stay overnight either in-state or out-of-state, the rate for hotel expenses and meal reimbursements will be set at the U.S. General Services Administration rates. Those rates can be found at www.gsa.gov.*

Instructions: *Receipts are not required for meal expenses or incidentals as the GSA rates are per diem.*

For lodging, receipts are still necessary as the GSA rates provide a maximum rate for which an employee can be reimbursed. In sum, employees will be reimbursed for actual lodging expenses not to exceed the posted GSA rate. For example, the GSA rate for lodging in Columbus is a maximum of $105. An employee who stayed in Columbus would need to provide a receipt for the agency to pay them out actual lodging expenses not to exceed $105.

Effective Date: *October 1, 2009*

59.03 Direct Billing

In the event that employees are required to stay for multiple overnight assignments, the Employer may arrange for direct bill payment by the Employer provided there is lodging geographically accessible that is agreeable to direct bill payment.

ARTICLE 60 - HOME OFFICE SUPPLEMENT FOR DEPARTMENT OF NATURAL RESOURCES AND DEPARTMENT OF COMMERCE

The language in this Article continues unchanged from the previous Contract.

In the Department of Natural Resources, the Employer shall pay one hundred dollars ($100) per month to Wildlife Investigators, Wildlife Education Officers, Wildlife Officers 1 and 2, Watercraft Officers, Watercraft Investigators, Watercraft Specialists, and Watercraft Education Officers who are required by their Employer to maintain an office in their homes on a permanent basis. Effective with the pay period that includes July 1, 2007, this payment shall be increased to one-hundred and twenty-five dollars ($125.00) per month. This payment will compensate these employees for the use of their homes as office space, i.e., public listed phone (unless Employer provides voice mail system with established message retrieval procedures), equipment and supply storage, files etc.

In the Department of Commerce, Liquor Compliance Officers, who are required by the Employer to maintain an office in their homes on a permanent basis, shall receive fifty-five dollars ($55) per month to compensate for the use of their homes as office space. Effective with the pay period that includes July 1, 2007, this payment shall be seventy dollars ($70.00) per month.

Explanation: *In 2000, a home office supplement was added for eligible ODNR Division of Watercraft positions and eligible Department of Commerce Liquor Compliance Officers. Also provides that where the employer provides a voice mail system with an established message retrieval system, the employee is not required to maintain a publicly listed phone. This circumstance will not affect the employee's home office supplement.*

Effective July 1, 2007, home office supplements are increased to $125.00 per month for ODNR and $70.00 per month for Commerce.

Instructions: *Note that the supplements are available* ***only*** *to employees who are* ***required*** *to maintain a home office.*

ARTICLE 61 – EMERGENCIES

The language in this Article continues unchanged from the previous Contract.

A. Agency Emergencies

For purposes of this Agreement, except as defined in subsections B and C below, an emergency will be defined as any situation declared by the Director/Superintendent or his/her designee, which jeopardizes the health, safety and/or welfare of the State or any portion thereof, its property and/or the residents. No additional compensation will be provided to employees for this type of emergency.

Explanation: *Section A, above, only applies when B and C below do not apply. Section A allows an agency director to declare an emergency and may invoke other sections of the Agreement, such as scheduling exceptions. An emergency declared solely by an agency director (who is not serving as the Governor's designee) does not entitle employees to the stipend provided for in Section B below.*

B. Weather Emergency

Employees directed not to report to work or sent home due to a weather emergency as declared by the Director of the Department of Public Safety, shall be granted leave with pay at regular rate for their scheduled work hours during the duration of the weather emergency. The Director of the Department of Public Safety is the Governor's designee to declare a weather emergency which affects the obligation of State employees to travel to and from work. Employees required to report to work or required to stay at work during such weather emergency shall receive their total rate of pay for hours worked during the weather emergency. In addition, employees who work during a weather emergency declared under this section shall receive a stipend of eight dollars ($8.00) per hour worked. Employees who work from home during the emergency are not eligible for the stipend.

An emergency shall be considered to exist when declared by the Employer, for the county, area or facility where an employee lives or works.

For the purpose of this Section, an emergency shall not be considered to be an occurrence which is normal or reasonably foreseeable to the place of employment and/or position description of the employee.

Each year, by the first day of October, all agencies must create and maintain a list of essential employees. Essential employees are those employees whose presence at the work site is critical to maintaining operations during any weather emergency. Essential employees normally consist of a skeletal crew of employees necessary to maintain essential office functions, such as those State employees who are essential to maintaining security, health and safety, and critical office operations.

Employees who are designated as essential employees shall be advised of the designation and provided appropriate documentation. Essential employees shall be advised that they should expect to work during weather emergencies unless otherwise advised. However, they are not guaranteed work. Nothing in this section prevents an appointing authority from using his or her discretion in sending essential employees home or instructing them not to report for work once a weather emergency has been declared. Essential employees who do not report when required during an emergency must show cause that they were prevented from reporting because of the emergency. Employees not designated essential may be required to work during a weather emergency.

During the year, extreme weather conditions may exist and roadway emergencies may be declared by local sheriffs in certain counties, yet no formal weather emergency is declared by the Governor or designee and State public offices remain open. Should this situation occur, agency directors and department heads are encouraged to exercise their judgment and discretion to permit non-essential employees to use any accrued vacation, personal or compensatory leave, if such employees choose not to come to work due to extenuating circumstances caused by extreme weather conditions. Non-essential employees with no or inadequate accrued leave may be granted leave without pay. Nothing in this section prevents an appointing authority from using his/her discretion to temporarily reassign non-essential employees to indoor job duties, consistent with their job classification, so that such employees are not performing unnecessary road- or travel related duties during days or shifts of especially inclement weather.

C. Other Than Weather Emergency

Employees not designated essential may be required to work during an emergency. When an emergency, other than weather emergency, is declared by the Governor or designee and Administrative leave with pay is granted for employees not required to work during the declared emergency, such leave is to be incident specific and only used only in circumstances where the health or safety of an employee or of any person or property entrusted to the employee's care could be adversely affected. Payment for hours worked for other than weather emergencies shall be pursuant to Section B above.

Explanation: *Only the Governor, or the Governor's designee may declare an emergency, weather or otherwise. Employees working during a declared emergency shall receive an $8.00 per hour stipend for hours worked in addition to their total rate of pay for hours worked. Agencies must, no later than October 1st of each year designate a list of essential employees. Employees so designated are to be informed and provided with appropriate documentation.*

During extreme weather conditions when a weather emergency is not declared, an Agency may use its discretion and exercise judgment in allowing use of accrued personal, vacation or comp time by employees unable to report to work due to extreme weather conditions, allow employees with no accrued time to be granted leave without pay, or reassign non-essential employees consistent with their job classification.

Instructions: *Emergencies shall be declared only pursuant to DAS directive 6-03 or its successor. In addition, OCB will issue additional information and instructions during any declared emergency.*

ARTICLE 62 - COPIES OF THE AGREEMENT

The language in this Article continues unchanged from the previous Contract.

The State shall reproduce one (1) copy of this Agreement for each employee in the bargaining unit. Additional copies will be reproduced for employees hired during the term of the Agreement.

Printing costs shall be shared equally by the State and the Ohio Labor Council.

Copies will be provided within ninety (90) days of the date the parties sign the Agreement.

ARTICLE 63 - INTRA-OFFICE MAILING SYSTEM

The language in this Article continues unchanged from the previous Contract.

The Labor Council shall be allowed to use the existing intra-department mail system of the Employer. Such use must be reasonable to size and volume in accordance with prescribed policies of the Employer. The Employer shall be held harmless for the deliveries stemming from such use. All use of various facilities shall relate to the matters listed below:

1. Appointments;
2. Elections;
3. Results of elections;
4. Notification(s) of meetings.

No literature involving political activity prohibited by the Ohio Revised Code Section 124.57 shall be distributed.

The Labor Council's use of the mail systems involved shall not include the U.S. mail or other commercial delivery services used by the State as part of or separate from such mail system(s). The Labor Council's use of these facilities and services shall be the responsibility of its responsible officer or of that person's designee.

When feasible, and where equipment is available, Labor Council Officers (including associates) may utilize electronic mail and/or facsimile equipment solely for contract enforcement and interpretation and grievance processing matters. Such transmissions will be primarily to expedite communication regarding such matters, will be reasonable with respect to time and volume, and limited to communications with the

grievant, if any, appropriate supervisors and employee's Labor Council Officers (including associates). Long distance charges which may be incurred must be approved prior to transmission.

ARTICLE 64 - ERRONEOUS WAGE PAYMENTS

The language in this Article continues unchanged from the previous Contract.

In instances where wages are paid to an employee as a result of an error by the Employer and are not readily identifiable to the employee, a schedule for repayment by the employee shall be worked out with the payroll officer of the agency and the payroll services section of the Department of Administrative Services.

ARTICLE 65 – CLASSIFICATION

65.01 Job Audits and Appeal

A. New employees shall be provided a copy of their position descriptions. When position descriptions are changed, employees shall be furnished a copy. Any employee may request a copy of his/her current position description.

B. If an employee believes that he/she has been assigned duties substantially beyond the scope of his/her current classification, and the assigned duties have been performed for more than five (5) consecutive work days, then the employee may file a grievance with the Agency designee. The grievance must state specifically the different duties performed, the higher classification that contains those duties and how those duties differ substantially from the ones normally assigned to the classification of the employee. Filing a grievance under this Article bars an employee from filing a subsequent grievance regarding job duties for one calendar year from the date of signing the grievance if his/her Position Control Number has not changed.

   The Agency designee will review the grievance filed, conduct an investigation if necessary, and issue a written decision within fifteen (15) calendar days. If the Agency designee determines that the grievant is performing duties not contained in his/her classification, the agency designee will direct the appropriate management representative to immediately insure that the grievant stops performing those particular duties. No meeting shall be held.

   If the Agency designee determines that the duties outlined in the grievance are being performed by the grievant, the agency designee will issue an award of monetary relief. The amount of the monetary award shall be the difference between the grievant's regular hourly rate of pay and the hourly rate of pay (at the applicable step) of the higher classification. In no event shall the monetary award be retroactive to a date earlier than five (5) calendar days prior to the date of the original grievance and will end on the date of the award.

C. If the FOP is not satisfied with the decision of the Agency Director, they may appeal the decision to the Office of Collective Bargaining. This appeal must be

filed within five (5) calendar days of the employee's receipt of the Agency Director's decision.

D. After receipt of such grievance, the Director of the Office of Collective Bargaining shall investigate and issue a decision within thirty (30) calendar days.

E. If it is determined that the grievant is performing duties not contained within his/her classification, the Director of the Office of Collective Bargaining shall direct the Agency to immediately discontinue such assigned duties.

If the duties are determined to be those contained in a classification with a lower pay range than that of the employee's current classification, no monetary award will be issued and appropriate duties shall be given to the employee.

If the duties are determined to be those contained in a classification with a higher pay range than that of the employee's current classification, the Director of the Office of Collective Bargaining shall issue an award of monetary relief, provided that the employee has performed the duties for a period of five (5) or more days.

F. Notwithstanding the provisions of Paragraph E, if the employee was assigned the improper duties during the existence of an emergency, the Director of the Office of Collective Bargaining shall deny the grievance.

G. Grievances hereunder may be processed only in accordance with this Article.

H. If the Union is not satisfied with the decision of the Director of the Office of Collective Bargaining, the grievance may be appealed to arbitration, in writing, within twenty (20) days of the Office of Collective Bargaining answer or date it was due.

The parties shall schedule an arbitrator to determine if an employee was performing the duties contained in a classification which carries a higher pay range than the employee's current classification and for what period of time.

Present at the hearing shall be a union representative, the grievant or the employee whose duties are being challenged, and a management representative and agency designee who will present their arguments to the arbitrator. The arbitrator will issue a binding bench decision at the conclusion of the hearing, which will identify if the employee was working out of classification and for what period of time. If the arbitrator determines that the employee is performing duties in a classification which carries a higher pay range than the employee's current classification, the arbitrator shall direct the Employer to immediately discontinue such assigned duties. The determination of a monetary award shall be in accordance with Section 65.01 (B), above.

The expenses of the arbitrator shall be borne equally by the parties.

65.02 Classification Changes

The Employer through the Office of Collective Bargaining may create classifications, change the pay range of classifications, authorize advance step hiring if needed for recruitment problems, or other legitimate reasons and issue specifications for each classification as needed. If any pay range is decreased, then the Office of Collective Bargaining will negotiate the change with the Ohio Labor Council, Inc. The Office of Collective Bargaining shall notify the Labor Council at least twenty (20) days in advance of any of the aforementioned actions.

65.03 Classification Review

At the request of the Union, the DAS Classification and Compensation Unit shall review one (1) classification series or two (2) classifications per year for duties, responsibilities, education and/or experience, certification and/or licensure, and working condition factors. The review in each year must commence prior to September 1. Such reviews shall be based upon a position description questionnaire (PDQ) survey of all incumbents in the classification. The timelines to complete the studies shall be mutually set by DAS and the Union. Each employee shall complete his/her own PDQ. Those employees who choose not to complete an individual PDQ shall have one completed for them by their supervisor. Employees on disability will be give the option to complete a PDQ, or have their supervisor complete a PDQ.

OCB will meet and confer with the Union to allow discussion of any concerns of the Union prior to the review. Prior to the distribution of PDQs, the Union and State shall conduct a joint training on how to complete PDQs. The content of the training shall be mutually agreed to by DAS and the Union. The scheduling and the training shall be mutually conducted by agency personnel and the Union. The training shall be no more than two (2) hours.

The classification review shall be combined with salary survey data to determine appropriate salary range assignment. Absent mutual agreement, said data shall not be used to reduce a classification pay range assignment. DAS Classification and Compensation may also gather other forms of data at anytime during or after the PDQ process including but not limited to labor market data, job observation, and demographics as to proportion of the scope of duties performed in relation to the size of the workforce.

Pay adjustments pursuant to the classification reviews shall not be made effective before the pay period that includes July 1, 2011. The Union shall have the right to appeal the pay range determination directly to arbitration within twenty (20) days of receipt of written notice of the DAS determination. An arbitrator shall have no authority to award back pay for any period of time prior to July 1, 2011. When a classification is reallocated to a higher pay range, employees in the affected class shall be assigned to the step in the new pay range that is closest to their current step but provides for no decrease. No employee who has completed probation in that classification will be assigned to step one (1). Employees in affected classifications will maintain their current anniversary date for subsequent step increases.

Explanation: *The Union has the right to have two classifications or one class series per year reviewed by DAS.*

Instructions: *Pay adjustments, if any, will not be made effective before the pay period that includes July 1, 2011.*

Training will be conducted by OCB and the Union regarding the appropriate way to fill out a position description questionnaire (PDQ).

ARTICLE 66 - ABSENCE CONTROL POLICY

The language in this Article continues unchanged from the previous Contract.

66.01 Absence Control Policy

The Employer shall have an absence control policy that is fair and reasonable and not arbitrary or capricious. To the extent that this policy does not conflict with state law or this contract, the Absence Control Policy shall include, but not be limited to:

1. Report-in procedures for request for sick leave;
2. "Ill at work" procedures;
3. Procedures for extended illness;
4. Procedures for emergency requests for personal or vacation leave;
5. Procedures for use of leave without pay when leave times are exhausted; or
6. Violations of leave procedures.

66.02 Abuse of Leave

Abuse of leave shall constitute just cause for disciplinary action which may include dismissal.

Abuse of sick leave is the utilization of sick leave for reasons other than those stated in state law or this contract. The abuse of sick leave shall be grounds for the disapproval of leave time for the time used abusively.

ARTICLE 67 - JOINT STATEMENT REGARDING CLIENT ABUSE AND NEGLECT

The language in this Article continues unchanged from the previous Contract.

The Fraternal Order of Police/Ohio Labor Council, its lodges, and its individual members and the State of Ohio share a common concern and interest in the care, treatment, health, safety, and welfare of the citizens of the State of Ohio who receive services in the hospitals, schools, developmental centers, and other facilities.

The Employer recognizes the responsibilities of the Fraternal Order of Police/Ohio Labor Council to represent members of the bargaining unit in matters affecting their employment.

The parties therefore agree to make every effort to consider, in the administration of the Agreement, the rights of clients to be safe from acts of abuse and neglect which violate the laws and regulations of the State of Ohio and the professional standards of care established for the delivery of services to individuals under the certification, accreditation, and licensing regulations which cover the respective departments.

ARTICLE 68 – DURATION

The effective date of this Agreement shall be July 1, 2009 as approved by the parties hereto. It shall remain in full force and effect until June 30, 2012 at 11:59 p.m.

Explanation: *The effective date of the Agreement is July 1, 2009 and the expiration date is June 30, 2012.*

APPENDIX A – CLASSIFICATIONS

The language in this Appendix continues unchanged from the previous Contract.

Classification No.	**Classification Title**
22251	Wildlife Education Officer
22290	Wildlife Officer Cadet
22291	Wildlife Officer 1
22292	Wildlife Officer 2
22294	Wildlife Investigator
22520	Park Officer Cadet
22521	Park Officer
22522	Park Officer Investigator
22523	Park Officer Specialist
22581	Armorer
22821	Preserve Officer 1
22822	Preserve Officer 2
22841	Forest Officer 1
22842	Forest Officer 2
Classification No.	**Classification Title**
23511	Enforcement Agent
23521	Liquor Control Compliance Officer
26611	Police Officer 1
26612	Police Officer 2
26621	Central Office Enforcement Officer
26811	Tax Enforcement Agent 1
26812	Tax Enforcement Agent 2
26813	Tax Enforcement Agent 3
26910	Watercraft Officer Cadet
26911	Watercraft Officer
26912	Watercraft Officer Specialist
26914	Watercraft Investigator
26915	Watercraft Education Officer

APPENDIX B - LAYOFF JURISDICTIONS

The language in this Appendix continues unchanged from the previous Contract.

District #1

Champaign	Morrow	Fairfield
Logan	Delaware	Franklin
Union	Knox	Pickaway
Madison	Licking	Fayette
Marion		

District #2

Defiance	Sandusky	Hardin
Williams	Erie	Hancock
Fulton	Huron	Putnam
Henry	Wyandot	Allen
Lucas	Crawford	Van Wert
Wood	Seneca	Paulding
Ottawa		

District #3

Lorain	Ashtabula	Jefferson
Cuyahoga	Trumbull	Harrison
Medina	Mahoning	Tuscarawas
Lake	Columbiana	Holmes
Geauga	Carroll	Wayne
Portage	Stark	Ashland
Summit	Richland	

District #4

Coshocton	Perry	Meigs
Guernsey	Morgan	Gallia
Muskingum	Hocking	Lawrence
Belmont	Athens	Scioto
Monroe	Vinton	Pike
Washington	Jackson	Ross
Noble	Highland	

District #5

Mercer	Greene	Clermont	
Auglaize	Montgomery	Brown	
Shelby	Preble	Clinton	
Darke	Butler	Miami	
Hamilton	Adams	Clark	Warren

APPENDIX C - VOLUNTARY COST SAVINGS PROGRAM

The language in this Article continues unchanged from the previous Contract.

Voluntary Cost Savings Program Plans shall offer employees two (2) options.

A. Option #1 shall allow full-time employees the opportunity to reduce their bi-weekly schedule by no less than eight (8) hours and no more than forty (40) hours. Leave used under this plan will be considered leave without pay and as inactive pay status. Leave accruals will be adjusted accordingly. Employees participating in this plan shall maintain their full-time status for the purposes of health care premiums in accordance with Article 51. Further, employees shall not incur a break in State service and seniority. Seniority and State service credit will be based on eighty (80) hours per pay period. The maximum number of hours available to be reduced by any employee is five hundred twenty (520) in a fiscal year or a total of six (6) months, whichever comes first.
B. Option #2 shall allow full-time, part-time and established term employees the opportunity to take unpaid leaves of absence in blocks of time no less than two (2) weeks and up to a maximum of thirteen (13) weeks within a fiscal year. The Employer will continue to pay its share of health insurance premiums during utilization of this plan. Employees participating in this plan are responsible for their share of health insurance premiums for all insurance programs in which they are enrolled at the time of the leave. Leave used under this plan will be considered leave without pay and as inactive pay status. Employees will not incur a break in State service or seniority as long as the employee returns to employment on or before the indicated date.
C. All employees (except project employees) who have completed their initial probationary period shall be eligible to participate in this program.
D. Participation in this program is strictly voluntary.
E. Employees participating in this program shall not be eligible for unemployment benefits.
F. Once a Voluntary Cost Savings Program schedule is approved by the Employer, the employee must complete and sign a Voluntary Cost Savings Agreement. A Voluntary Cost Savings Agreement can be terminated by the Employer upon providing ten (10) working days' notice in writing to the employee. Such termination shall not be grievable. The employee may terminate his/her Voluntary Cost Savings Agreement upon ten (10) working days' notice in writing unless mutually agreed to otherwise.
G. The Employer has sole discretion to approve or deny an employee's Voluntary Cost Savings leave request. Denial of Voluntary Cost Savings leave request shall be non-grievable.
H. Before the implementation of the Voluntary Cost Savings Program the agency Labor-Management Committee shall meet to discuss questions and issues relating to the program. After implementation of the Agreement, the parties through a Labor-Management Committee will continue to monitor its application including

disputes and/or related problems on an ongoing basis. The Employer may discontinue this program upon providing the Union with thirty (30) days' notice.

I. The Voluntary Cost Savings Program shall be considered a pilot program and will expire on the same date as this collective bargaining agreement.

Explanation: *This provision allows an agency to implement a Voluntary Cost Savings Program (VCSP) on a pilot basis which provides employees an opportunity to reduce their schedule voluntarily and/or use leave without pay prior to exhausting their leave balances while reducing the employee salary costs for the agency. A VCSP provides employees two options: 1) a reduced schedule of no less than 8 hours and no more than 40 hours a pay period not to exceed 520 hours in a fiscal year or 6 months whichever comes first; or 2) an extended leave of no less than two consecutive weeks and up to a maximum of 13 weeks in a fiscal year.*

Instructions: *Prior to implementing a VCSP, agencies are required to discuss at their Labor Management Committee meetings. After implementation, the application of the program will continue to be monitored via the LMC meetings. The Employer may discontinue the program at any time after providing the other party 30 days' notice. Any VCSP must contain all provisions as specified in the language. Agencies should notify OCB prior to discussion VCSP with the Union.*

APPENDIX D - RESERVED FOR FUTURE USE

APPENDIX E - DRUG-FREE WORKPLACE POLICY

The language in this Article continues unchanged from the previous Contract.

Section 1. Statement of Policy

A. Both the State and the Union desire a workplace that is free from the adverse effects of alcohol and other drugs. As such, both parties acknowledge that substance abuse is a serious and complex, yet treatable, condition/disease that adversely affects the productive, personal and family lives of employees. The parties further acknowledge that substance abuse may lead to safety and health risks in the workplace, for the abusers, their co-workers, and the public-at-large. Accordingly, the State and the Union pledge to work collaboratively in programs designed to reduce and eradicate the abuse of alcohol and drugs.

B. The Union recognizes the need to address problems associated with having on-duty employees under the influence of alcohol or drugs. The Union also recognizes the State's obligations under the Federal Drug-Free Workplace Act of

1988 and other Federal laws and regulations concerning the controlling of substance abuse in the workplace. At the same time, the State recognizes employees' rights to privacy and other constitutionally guaranteed rights, as well as the due process and just cause obligations of this Agreement. Both parties agree that the emphasis of any drug-free workplace programs shall be to prevent and rehabilitate employees and to abate risks created by employees who are on duty in an impaired condition.

C. The State will periodically provide information and training programs concerning the impact of alcohol and other drug use on job performance, as well as information concerning the State's Employee Assistance Program and any other resources that an employee or his/her family may contact for assistance in overcoming an alcohol and/or other drug problem. All bargaining unit employees shall be furnished with a copy of the Employer's drug-free workplace policies within thirty (30) days of initial employment with a state agency. Additionally, each employee will similarly be provided with a written description of the Employer's drug testing policy, including the procedures under which a test may be ordered, procedures for obtaining samples for testing, how testing will be conducted and reported to the Employer and employees; and the potential consequences of refusing to submit to testing or of positive test results. In addition, managers and supervisors shall be provided training about the Drug-Free Workplace Policy and alcohol and the drug-testing program in order to ensure that the policy and program are administered consistently, fairly, and within appropriate Constitutional parameters.

   Training will be provided to all covered employees prior to implementation based upon agreement of the parties, joint training by the parties can be provided on an Agency basis. New employees who are covered will be provided notice and training prior to testing. Testing for new classifications listed in Section 7 will not commence until such time as employees are provided notice and training.

D. Any employees suffering from a substance abuse problem shall receive the same careful consideration and offer of treatment that is presently extended under the State's existing benefit plans to those employees having other mental health and substance abuse conditions, as well as under the Employee Assistance Plan established under Article 16 of this Agreement. The same benefits and insurance coverages that are provided for all other illnesses, diseases, and/or physical or psychological conditions, under the State's established health insurance benefit plan, shall be available for individuals who accept medically approved treatment of alcoholism or drug dependency.

E. An employee's refusal to accept referral for diagnosis or to follow the prescribed treatment will be handled in accordance with other policies relating to job performance, subject to the contractual grievance/arbitration procedures and other provisions of this Agreement. No person with a substance abuse problem shall have his/her job security or promotional opportunities jeopardized by a request for diagnosis and/or treatment. Continued unacceptable job performance, attendance, and/or behavioral problems will result in disciplinary action, up to and including termination.

F. The confidential nature of the medical records of employees with substance abuse problems shall be maintained pursuant to both Ohio and Federal laws. Similarly, all records relating to drug tests and their results shall be maintained in accordance with Ohio and Federal laws.

G. All Department heads, managers, and supervisors are responsible for adherence to, and implementation, enforcement, and monitoring of, this policy.

Section 2. Drug-Testing Conditions

A. State Testing

1. Reasonable Suspicion

Employees covered by this Agreement may be required to submit a urine specimen for testing for the presence of drugs or a breath sample for the testing of the presence of alcohol:

Where there is reasonable suspicion to believe that the employee, when appearing for duty or on the job, is under the influence of, or his/her job performance, is impaired by alcohol or other drugs. Such reasonable suspicion must be based upon objective facts or specific circumstances found to exist that present a reasonable basis to believe that an employee is under the influence of, or is using or abusing, alcohol or drugs. Examples of reasonable suspicion shall include, but are not limited to, slurred speech, disorientation, abnormal conduct or behavior, or involvement in an on-the-job accident resulting in disabling personal injury requiring immediate hospitalization of any person or property damage in excess of $2,000, where the circumstances raise a reasonable suspicion concerning the existence of alcohol or other drug use or abuse by the employee. In addition, such reasonable suspicion must be documented in writing and supported by two witnesses, including the person having such suspicion. The immediate supervisor shall be contacted to confirm a test is warranted based upon the circumstances. Such written documentation must be presented to the employee and the department head, who shall maintain such report in the strictest confidence, except that a copy shall be released to any person designated by the affected employee.

2. Rebuttable Presumption

For the determination of eligibility for Workers' Compensation and benefits, a positive test creates a "rebuttable presumption." If an employee has been injured and the Employer had reasonable cause to suspect the employee may be intoxicated or under the influence of a controlled substance not prescribed by his/her doctor, or at the request of a police officer pursuant to a traffic stop and not at the request of the employee's employer, or at the request of a licensed physician who is not employed by the employee's employer. Facts and inferences may be based on, but not limited to: (1) Observable phenomena, such as direct observation of use, possession, or distribution of alcohol or a controlled substance, or of the physical symptoms of being under the influence of alcohol or a controlled substance, such as but not limited to slurred speech, dilated pupils, odor of alcohol or a controlled substance, changes in affect, or dynamic mood swings; (2) A pattern of abnormal conduct, erratic or aberrant behavior, or deteriorating work performance such as frequent absenteeism, excessive tardiness, or recurrent accidents, that appears to be related to the use of alcohol or a

controlled substance, and does not appear to be attributable to other factors; (3) The identification of an employee as the focus of a criminal investigation into unauthorized possession, use, or trafficking of a controlled substance; (4) A report of use of alcohol or a controlled substance provided by a reliable and credible source; (5) Repeated or flagrant violations of the safety or work rules of the employee's employer, that are determined by the employee's supervisor to pose a substantial risk of physical injury or property damage and that appear to be related to the use of alcohol or a controlled substance and that do not appear attributable to other factors.

Explanation: *Pursuant to HB 223/ORC 4123.54 positive tests create "rebuttable presumption" for the eligibility for Workers' Compensation and benefits.*

Instructions: *Employer representatives should contact DAS, HRD, Office of Policy Development for information and assistance in administering the program.*

---

3. Random Testing

All Unit 2 employees shall be subject to random drug testing.

B. Federal Testing

Employees who are required to be tested pursuant to Federal laws and/or Federal regulations shall be tested in accordance with those laws and regulations.

Section 3. Testing Procedures and Guarantees

A. State Testing

1. Procedures and protocols for the collection, transmission and testing of the employees' samples shall conform to the methods and procedures provided by Federal regulations pursuant to the Federal Omnibus Transportation Employee Testing Act of 1991, unless mutually agreed to by the parties with the concurrence of the Office of Collective Bargaining.

Explanation: *Parties may agree to alternative testing methods only with OCB concurrence. See also Article 18, §18.03*

Instructions: *Contact OCB with questions*

---

2. Employees shall have the right to consult with a Union representative, if one is available one hour prior to testing, and a Union representative may accompany the employee to the specimen collection site as long as reasonable suspicion is called for by the Employer.
3. The random testing pools shall be maintained on a State-wide basis that includes all employees in the Agency who are subject to random testing. The random

testing pool shall be maintained and administered by the Drug-Free Workplace Services Program of the Department of Administrative Services. The percentage of employees to be tested annually will vary during the first two (2) years of the Agreement, the percentage of the employees to be tested annually at up to 30% of the random testing pool. During the last year of the agreement, the percentage of the employees to be tested annually can vary from 10% to 30% of the average total of the random testing pool.

4. The Drug-Free Workplace Office of DAS may issue the random testing list. Any employee included on the list who is subject to a random test shall be tested within thirty (30) days after the Agency has received the random list. Any employee who is not tested within thirty (30) days after the Agency receives the list shall not be tested as a result of that list.

Explanation: *The 2006 change expanded the timeframe for testing from 7 to 30 days.*

---

5. A test result which indicates a .04% blood alcohol level will be considered a positive test. No consequences will attach to any result below a .04% level.
6. The employee shall be responsible for the cost of all follow-up alcohol and drug tests that are ordered by the Employer.

B. Federal Testing

1. The Employer will comply with all provisions of the Federal Omnibus Transportation Employee Testing Act of 1991 and the Federal Drug Free Workplace Act of 1988 and any other Federal laws and regulations covering the control of substance abuse in the workplace. Any proposed policies or guidelines proposed by the Employer to comply with these regulations will be provided to the Union. The Employer will comply with any bargaining obligations as required by law.
2. The random testing pool shall be maintained and administered by the Drug Free Workplace Services Program of the Department of Administrative Services.

Section 4. General Provisions Applicable To All Testing

A. Subject to the reasonable requirements of the laboratory, the Union shall have the right, upon reasonable request made to the laboratory, to inspect and observe any aspect of the drug testing program, with the exception of individual test results. The Union may inspect individual test results, if the release of such information is authorized, in writing, by the affected employee.

B. Covered employees will be selected from the random selection pool by a computer-driven random number process based upon the position control numbers of all positions for which testing is required. Procedures will be developed by each Agency and work site with the approval of the Drug-Free Workplace Services pursuant to statewide policy.

C. Periodically, at the Union's discretion, the Union shall have the opportunity to audit the State's sampling and testing procedures.

D. If the employee is sent home after notice is received by the Employer that he/she tested positive the Employer shall place the employee on administrative leave with

pay pending notice of the pre-disciplinary meeting. If the employee does not waive the 72 hour pre-disciplinary meeting requirement, the employee shall be placed on approved administrative leave without pay and may use any accruals to cover the time off.

Explanation: *Requires the Employer to place the employee on administrative leave after testing positive.*

E. Unless mutually agreed otherwise by the parties with the concurrence of the Office of Collective Bargaining, all sample collection shall be conducted off-site by professional non-state personnel subject to the requirements of the Federal Omnibus Act. The parties may mutually agree to an alternative collection process on a facility-by-facility basis (e.g. the parties may agree to utilize mobile collection units for a certain facility.)

Explanation: *Parties may agree to alternative testing methods only with OCB concurrence. See also Article 18, §18.03.*

Instructions: *Contact OCB with questions.*

F. Travel time and testing are to be considered "time worked" for compensation purposes.

Section 5. Notice of Drug-Related Convictions

As required by the Federal Drug-Free Workplace Act of 1988, each employee covered by this Agreement is required to notify his/her agency head or his/her designee, within five (5) days after he/she is convicted of a violation of any federal or state criminal drug statute, provided such conviction occurred at the workplace or any location where the employee is working at the time of the incident which led to the conviction. Each agency is required to notify any federal agency with which it has a contract or grant, within ten (10) days after receiving notice from the employee, of the fact of such conviction. Any employee's failure to report such a conviction will subject such employee to disciplinary action, up to and including termination consistent with the just cause standards set forth in Article 19 of this Agreement. An agency head or his/her designee may refer such employees to the Employee Assistance Program for referral and treatment.

Section 6. Disciplinary Action

On the first occasion in which any employee who is determined to be under the influence of, or using, for alcohol or other drugs, while on duty, as confirmed by testing pursuant to this policy, the employee shall be given the opportunity to enter into and successfully complete a substance abuse program certified by the Ohio Department of Alcohol and Drug Addiction Services. No disciplinary action shall be taken against the employee, provided he/she successfully completes the program. Last chance agreements

shall not be effective for longer than five (5) years, except if any of the following situations led to the drug or alcohol testing, in which case the last chance agreement shall be of an unlimited duration:

1. Any accident involving a fatality;
2. Any accident in which the driver is cited and there is disabling damage to the vehicle(s) requiring tow away;
   or
3. Any accident in which the driver is cited and off site medical treatment was required.

Any last chance agreements entered into during the term of the last contract shall be subject to the above provision.

Employees on their initial probationary period who test positive for drugs or alcohol from either a random or reasonable suspicion test shall not be eligible for a last chance or EAP Agreement. The probationary employee shall be terminated on the first occasion in which they test positive for alcohol or other drugs.

Section 7. Safety Sensitive Positions

The following classifications are considered to be safety sensitive positions. Employees in these classifications shall be subject to random testing as described above.

B.U. Class #	Title
22251	Wildlife Education Officer
22290	Wildlife Officer Cadet
22291	Wildlife Officer 1
22292	Wildlife Officer 2
22294	Wildlife Investigator
B.U. Class #	Title
22520	Park Officer Cadet
22521	Park Officer
22522	Park Officer Investigator
22523	Park Officer Specialist
22581	Armorer
22821	Preserve Officer 1
22822	Preserve Officer 2
22841	Forest Officer 1
22842	Forest Officer 2
23511	Enforcement Agent
23521	Liquor Control Compliance Officer
26611	Police Officer 1
26612	Police Officer 2
26621	Central Office Enforcement Officer
26811	Tax Enforcement Agent 1
26812	Tax Enforcement Agent 2
26813	Tax Enforcement Agent 3
26910	Watercraft Officer Cadet
26911	Watercraft Officer
26912	Watercraft Officer Specialist

26914	Watercraft Investigator
26915	Watercraft Education Officer

APPENDIX F - PEAK SEASONS

The following times constitute undue disruption due to staffing demands that may result in the denial of compensatory time in the following divisions:

Watercraft peak season

Weekends and holidays between April 15 to September 30 (holidays include the day before and the day after a holiday)

Wildlife peak season

November 15 to December 7

Memorial Day weekend (Friday, Saturday, Sunday and Monday)

Extra weekend of deer gun season

Parks and Recreation peak season

Weekends and holidays between May 1 to October 31 (holidays include the day before and the day after a holiday)

Forestry peak season

Weekends and holidays between March 1 and May 31, and weekends and holidays between October 1 and November 30 (holidays include the day before and the day after a holiday).

Explanation: *Language establishes "peak season" periods for the various divisions of the Department of Natural Resources. During these peak periods, requests to use accrued Compensatory Leave may be denied.*

Instructions: *Refer to Article 22.07 for further discussion.*

Explanation: *The Division of Wildlife identified "extra weekend of deer gun season" as a peak season for purposes of Appendix F.*

Instructions: *Compensatory time may be denied in ODNR Division of Wildlife during the extra weekend of deer gun season.*