



## **The State of Ohio and The Fraternal Order of Police, Ohio Labor Council, Unit 2**

### ***2009 Negotiations Summary of Changes***

(All changes are effective July 1, 2009 unless specified otherwise.)

#### **Article 1 - Agreement**

- No change.

#### **Article 2 - Purpose**

- No change.

#### **Article 3 - Grammar**

- No change.

#### **Article 4 - Effect of Agreement/Past Practice**

- No change.

#### **Article 5 - Conflict and Amendment**

- Extends the date of expiration for MOUs.
- All MOUs entered into prior to July 1, 2009 will expire upon the expiration of the 2009-2012 Agreement, except those which confer an economic benefit.

#### **Article 6 - Management Rights**

- No change.

#### **Article 7 - Union Recognition and Security**

- Provides that 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.

#### **Article 8 - No Strike Provision**

- No change.

#### **Article 9 - Non-Discrimination**

- No change.

#### **Article 10 - FOP Time**

- No change.

#### **Article 11 - Dues Deduction**

- No change.

#### **Article 12 - Ballot Boxes and Elections**

- No change.

Article 13 - FOP/OLC Bulletin Boards

- No change.

Article 14 - Health and Safety

- No change.

Article 15 - Joint Committees

- No change.

Article 16 - Ohio EAP

- No change.

Article 17 - Personnel Files

- No change.

Article 18 - Administrative Investigations

- Adds language that upon an employee or the Union's inquiry, the Employer will inform the employee or the Union within ten working days of the status of an investigation of which the employee is a subject.
- Modifies the language that when no disciplinary action is to be taken the employee shall be advised within thirty (30) days after conclusion of the investigation.

Article 19 - Disciplinary Procedure

- No change.

Article 20 - Grievance Procedure

- Increases number of arbitrators on the panel to five.
- Changes the method of removing arbitrators from the panel to mutual agreement of the parties.

Article 21 - Work Rules

- No change.

Article 22 - Hours of Work and Overtime

- Adds language that agencies with employees who work shifts shall have shift selection at least once a year or whenever a position is opened up.

Article 23 - TWL

- No change.

Article 24 - Shift Trade

- No change.

Article 25 - Riding with Members of the Bargaining Unit

- No change.

Article 26 - Residency

- No change.

Article 27 - Reporting on-Duty Illness or Injury

- Adds language regarding salary continuation program for Workers' Compensation claims.

Article 28 - Medical Examinations

- No change.

Article 29 - Uniforms, Equipment, Vehicles

- Adds language that the Employer will provide two (2) bottles of water to employees at extended trainings or non-standard work assignments.
- Adds language that in DPS, employees are authorized to carry division-issued or division-approved weapons while in an off-duty status.
- Provides that in DNR the off-duty carry issue is deferred to labor management committees.
- Fact Finder's recommended language provides that at least one electronic shock device will be available at each Mental Health Hospital and MRDD Developmental Centers. Safeguards were built in including never using the device on a patient or resident, only carrying the device outside the facilities, and MH and MRDD creating policies on the use of the devices.

Article 30 - Compensation for Lost/Damaged Personal Prop.

- No change.

Article 31 - Selections, Promotions and Transfers

- The Employer and the Union will establish a joint committee to explore alternative fitness standards.
- Adds language that the work for the committee will be completed by December 31, 2010 and any agreed upon alternatives will be implemented in the subsequent testing period.
- Includes that the topic of voluntary and mandatory testing is an appropriate topic for the committee.
- Provides that during the life of the committee, no harm shall come to employees with a medical prohibition to testing and that employees who fail to meet testing standards will receive an additional testing opportunity.
- Deletes an effective date as housekeeping.

Article 32 - Standards of Performance

- No change.

Article 33 - Reassignments and Required Transfers

- No change.

Article 34 - Seniority

- Adds language that seniority lists shall not display any employee's social security number.

Article 35 - Reduction in Force

- Adds language that the Union and the Employer may agree in writing to place an employee in an existing vacancy which may not normally be available for bumping.

Article 36 - Education and Training

- Adds language that if an employee voluntarily terminates state employment within 24 months after completing OPOTC Certified Basic Peace Officer training, the employee shall repay the cost of the training. (Applies to DNR/MH/MRDD/Public Safety/Vet's Home)

Article 37 - Vacation Allowance

- Changes vacation accrual to eliminate the "dump."
- Adds language to allow employees to bring in prior service for purposes of vacation accrual.

Article 38 - Holidays

- Adds language that part-time employees shall not receive holiday pay from July 1, 2009 through June 30, 2011.

Article 39 - Personal Leave

- Freezes personal leave accrual from August 1, 2009 through July 31, 2011.
- Freezes annual personal leave conversion until December 2011.
- Freezes maximum personal leave accrual payment until August 1, 2011.
- Adds that in 2011, an employee will receive a 32 hour credit of sick leave and a 32 hour lump sum payment.

Article 40 - Sick Leave

- Adds language that sick leave is to be paid at 100% in the second 40 hours if the employee, employee's spouse, or child residing with the employee is using it for time spent in outpatient surgery or for those hours of sick leave used before or after the outpatient surgery.
- Includes that sick leave requested 30 days in advance for a prescheduled medical appointment 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.

Article 41 - Bereavement Leave

- No change.

Article 42 - Occupational Injury Leave

- Adds a definitions section.
- Outlines the eligibility requirements to receive OIL.
- Adds language regarding an appeal process for OIL claims.

Article 43 - Disability Leave

- Modifies Article to provide for disability benefits to be paid at 67% for all twelve months.

Article 44 - Hostage Leave

- No change.

Article 45 - Other Leaves of Absence

- No change.

Article 46 - Court Leave

- Clarifies that employees will be released from their scheduled work day with pay at regular rate to any employee who is summoned for jury duty or subpoenaed to appear on behalf of the Employer.

Article 47 - Military Leave

- No change.

Article 48 - Leave for Disaster Relief Services

- No change.

Article 49 - Olympic Competition Leave

- No change.

Article 50 - Life Insurance

- No change.

Article 51 - Group Health Insurance

- Incorporates changes to the language that will make it consistent with the health care language in the OCSEA contract.

Article 52 - Indemnification of Members

- No change.

Article 53 - Death of a Member of the Bargaining Unit

- No change.

Article 54 - Payment of Personal Earnings to Deceased Member

- No change.

Article 55 - Wages

- Provides for no general wage increase for the duration of the 2009-2012 Agreement.
- Adds language that the issue of automatic progression of Tax Enforcement Agents will be deferred to a committee for discussion and implementation no sooner than January 1, 2012. If the committee cannot agree to implementation, it goes to arbitration.
- Freezes step movement from August 2, 2009 through August 1, 2011.

- Adds language that employees must take 80 hours of unpaid time each fiscal year beginning July 1, 2009 and ending on June 30, 2011.
- Includes that the deduction in FY 2010 will be equal to 3.333 hours each pay period and the deduction in FY 2011 will be equal to 3.076 hours each pay period.
- Provides that the 80 unpaid hours will be taken in conjunction with an employee's maximum yearly vacation accrual (e.g., an employee who accrues four (4) weeks of vacation in a year shall take ten (10) CSDs and up to a maximum of ten (10) vacation days in a year).
- Provides that the Employer may indicate "black out" days where no employees will be approved for CSDs.
- Includes a parity provision whereby if another bargaining unit does not receive comparable concessions, the FOP will receive the more generous package.

Article 56 - Longevity Pay

- Adds language that a retiree from the State who is subsequently employed by the State shall not have prior service counted for the purpose of computing longevity.

Article 57 - Shift Differential

- Cleans up language to reflect that shift differential will be paid at \$.75 per hour for each hour worked commencing at 5:00 pm and ending at 6:00 am for the duration of the 2009-2012 Agreement.

Article 58 - Hazardous Duty

- No change.

Article 59 - Travel

- Increases mileage reimbursement to \$.45 per mile.
- Allows OBM to examine the mileage allowance quarterly.
- Adds language that all travel reimbursements shall be directly deposited to the same financial institution where the employee's paycheck is deposited.
- Adds language that meals and lodging for overnight stays will be reimbursed at the rates set by the U.S. General Services Administration.

Article 60 - Home Office Supplement for DNR and Commerce

- No change.

Article 61 - Definition of Emergency

- No change.

Article 62 - Copies of the Agreement

- No change.

Article 63 - Intra-Office Mailing System

- No change.

Article 64 - Erroneous Wage Payments

- No change.

Article 65 - Classification

- Provides that upon Union request, DAS will review one classification series or two (2) classifications per year.
- Includes that the review in each year must commence prior to September 1.
- Adds that any pay adjustments shall not be made effective before the pay period that includes July 1, 2011.
- Provides that 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.
- Allows employees to maintain their current anniversary date for subsequent step increases.

Article 66 - Absence Control Policy

- No change.

Article 67 - Joint Statement Re: Client Abuse and Neglect

- No change.

Article 68 - Duration

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

Appendix A – Classifications

- No change.

Appendix B - Layoff Jurisdictions

- No change.

Appendix C - New Voluntary Cost Savings

- No change.

Appendix D - Future Use

- No change.

Appendix E - Drug-Free Workplace

- No change.

Appendix F - Peak Seasons

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