

# SUBJECT TO FINAL EDITING

FOP 2009-2012  
Annotated Contract  
October 2009

## 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, 200~~39~~<sup>9</sup>, shall expire and have no further force and effect upon the expiration of this 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.

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**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.*

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## 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.

### 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.**

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**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.*

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## **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.
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

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- 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.

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**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.**

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**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.*

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## **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;

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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 ~~sixty (60)~~ 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.

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**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.*

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## **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

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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 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

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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

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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.

## **20.08 Arbitration**

### **1. Permanent Arbitrators**

The parties will select ~~four (4)~~ 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 ~~written notice from either party to the other~~. 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.

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**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.*

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### **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

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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.

### **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.

### **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

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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.

## **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.

## **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.

## **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.

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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.

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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.

## **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.

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## **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.

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## 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.

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**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.*

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## **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.
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.

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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).
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.
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.

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## **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.

## **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:

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- 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.

## **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.

## **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.

## **22.12**

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

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## 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 ~~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. [Moved Below]~~

### 27.03 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

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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.

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**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.*

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**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.*

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## **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.**

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**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.*

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## **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** [Moved from Article 40]

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. ~~Further, pending the certification of a Workers' Compensation award, the Employer shall continue group health insurance coverage at no cost to the employee, including the employee's share of such costs, for a period not to exceed twenty four (24) months.~~ The Employer has the right to recover such payments if the **W**orker's **C**ompensation 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.**

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## **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.

### **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.
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

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- 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.

## 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 provided, all of which shall be used in accordance with the written policies in the Departments of Mental Health and ~~Mental Retardation~~ 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

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- 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.
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**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.*

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## **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.

## **29.06 Water**

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

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**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.*

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## **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.**

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**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.*

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## **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.
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

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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.

## **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,

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unless this limitation is waived by the Employer. The waiver of this restriction and the nonselection of probationary employees shall not be grievable.

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.

## **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

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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.

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

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consistent with Section B of this Article. ~~Effective January 1, 2007, T~~he 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 gradation level shall receive a bi-weekly fitness allowance of twenty dollars (\$20.00) and any employee scoring at the sixty (60) percent gradation 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.
- 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.**

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**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.*

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## 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.

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## **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.

## **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.**

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**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.*

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## 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.**

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**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.*

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## **35.045 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.

## **35.056 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.

## **35.067**

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.

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## 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.

### 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.**

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**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.*

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**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.*

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## **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.

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**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.*

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## **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.

## **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

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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.

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## 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 4<sup>th</sup>, 9<sup>th</sup>, 14<sup>th</sup>, 19<sup>th</sup> or 24<sup>th</sup> year of service on August 30, 2009 shall receive an additional pro-rated amount.

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

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

Effective ~~June~~ July 12, 2010 ~~1986~~ 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 ~~only service with state agencies, i.e. agencies whose employees are paid by the Auditor of State, will be computed for purposes of computing vacation leave in accordance with ORC 9.44, determining the rate of accrual for new employees in the bargaining unit. Service time for vacation accrual for employees employed on that date will not be modified by the preceding sentence.~~ 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

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**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.

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**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.*

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## **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.

<b>Annual Rate of Vacation</b>	<b>Accumulation Maximum</b>
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.

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## **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.
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.

## **ARTICLE 38 – HOLIDAYS**

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## 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.
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.

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**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.*

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## **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.

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## 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, aAll 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.).

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**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.

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## **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.

## **39.06 Overtime/Compensatory Time**

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

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## 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.**

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

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## 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.

## 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**

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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.

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**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.*

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**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.*

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**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.*

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## 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.

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

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\* 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 ~~by the employee, employee's spouse or child residing with the employee~~ or for those hours of sick leave used before or after the hospital stay that are contiguous to the hospital stay, ~~will be paid at 100%;~~ **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.

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**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.*

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**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.*

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## **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

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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

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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%

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.

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## ~~40.06 Health Insurance Coverage During Lost Time Workers' Compensation Eligibility~~

~~Employees receiving Workers' Compensation who have health insurance shall continue to be eligible for health insurance at no cost to the employee not to exceed twenty four (24) months. Further, pending the certification of a Workers' Compensation award, the Employer shall continue group health insurance coverage at no cost to the employee, including the employee's share of such costs, 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.~~

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**Explanation:**      *Section was moved to Article 27.*

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## ~~40.07~~ **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

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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.

## **40.087 Leave Availability**

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

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## 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 ~~entitled to use~~ 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.

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**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.*

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## **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 ~~Injuries~~ 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;**

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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.

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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.*

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## **42.04 Time Frame**

~~A qualifying Occupational Injury Leave shall be paid from the first day of absence, providing that the leave exceeds seven (7) calendar days. For occupational injuries resulting in absences of seven (7) or fewer calendar days, unused sick leave may be used. However, if an employee is immediately hospitalized and admitted overnight by a medical doctor due to a qualified on-duty injury, no loss of sick leave shall occur.~~

## **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).

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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.

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**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.*

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## **42.05 Requests for Occupational Injury Leave**

~~Requests for O.I.L. shall be submitted through established channels following the procedures set forth by the Employer.~~

## **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.**

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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.

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**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.*

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## **42.08 Disqualification**

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

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- 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.

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**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.*

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## 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,

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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.**

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**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.*

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## 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.

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## **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.

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## 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.
- 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. ~~Effective for all claims filed on or after February 1, 2007, 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 ~~twenty-four (24)~~ 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 February 1, 2009~~ shall be paid according to the terms of Article 43 contained in the Collective Bargaining Agreement which expired on June 30, 2009~~7~~. ~~The utilization of disability leave prior to February 1, 2007 and the continuation of any disability leave past February 1, 2007 shall not be counted against the above one (1) year maximum. Employees who are grandfathered under the previous provisions of Article 43 shall continue to only~~

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~~receive benefits under such provisions until their instant disability leave is terminated, either by recovery and ability to return to work, expiration of the time period allocated to that disability claim, the lifetime maximum limits or termination of employment. Thereafter any claim filed shall be administered in accordance with the new provisions of this Article, effective February 1, 2007.~~

- 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).
- 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.

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**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.*

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## **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.

## **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.

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## ARTICLE 46 - COURT LEAVE

### 46.01 Granting of Court Leave

The respective Department/Agency shall ~~grant court leave~~ **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.

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

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### 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.

## ARTICLE 51 - GROUP HEALTH INSURANCE

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## 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 Employer will pay either 1) 85 percent (85%) of the HMO premium or 2) 85 percent (85%) of the Ohio Med PPO, whichever is less, with the employees paying the remaining premium. The State will commence the process of deducting the employee's monthly share of the health care premium twice a month or bi-weekly as determined by the Employer. In the fall of 2006 and 2007, employees enrolled in a self-funded health plan (Ohio Med and any other self-funded plans) will receive a one-month rate holiday and will make no premium payment in each of those months.~~

**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.

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**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.*

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## 51.02 Dental/Vision

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The Employer shall provide funding to the Union Benefits Trust on behalf of members as outlined in its agreement with OCSEA, ~~all dental and vision benefits to the extent and in the manner outlined in the Employer's agreement with OCSEA and the~~ All member dental and vision benefits shall be provided by the Union Benefits Trust. ~~The Employer shall place the employee's monthly health benefits' deductions on a pre-tax basis as permitted by Federal Law.~~ [Moved to section 51.01]

## ~~51.03 Health Retirement Savings Account~~

~~The Employer shall establish a payroll deduction for a Health Retirement Savings Account which will be administered by a Third-Party Administrator mutually agreed to by the Employer and the Labor Council. The employee will be allowed to contribute through payroll deduction an amount no greater than the limits provided for by the plan. The Employer will disburse the collected funds in a single check only to this fund.~~

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**Explanation:** *Cleans up language that the Union Benefits Trust provides dental and vision coverage.*

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## 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

~~Each employee in the bargaining unit shall receive eight hundred and fifty dollars (\$850) of retroactive pay for the period that encompasses July 1, 2006, through the time when the three percent (3%) pay increase takes effect. This amount will be prorated for anyone who was employed after July 1, 2006. In accordance with the following schedule effective with the pay period which includes January 1, 2007, the effective increase for all pay ranges shall be three percent (3%).~~

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
1	\$11.08	\$11.40	\$11.75	\$12.17	\$12.54		
	\$23,046	\$23,712	\$24,440	\$25,314	\$26,083		
2	\$11.63	\$11.99	\$12.38	\$12.78	\$13.19		
	\$24,190	\$24,939	\$25,750	\$26,582	\$27,435		
3	\$12.17	\$12.54	\$12.99	\$13.42	\$13.86		
	\$25,314	\$26,083	\$27,019	\$27,914	\$28,829		
4	\$12.78	\$13.19	\$13.67	\$14.14	\$14.62		
	\$26,582	\$27,435	\$28,434	\$29,411	\$30,410		
5	\$13.42	\$13.86	\$14.42	\$14.87	\$15.26		
	\$27,914	\$28,829	\$29,994	\$30,930	\$31,741		
6	\$14.14	\$14.62	\$15.07	\$15.50	\$16.00		
	\$29,411	\$30,410	\$31,346	\$32,240	\$33,280		
Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
7	\$14.87	\$15.26	\$15.71	\$16.22	\$16.75	\$17.42	
	\$30,930	\$31,741	\$32,677	\$33,738	\$34,840	\$36,234	
8	\$15.71	\$16.22	\$16.75	\$17.42	\$18.09	\$18.83	
	\$32,677	\$33,738	\$34,840	\$36,234	\$37,627	\$39,166	
9	\$16.75	\$17.42	\$18.09	\$18.83	\$19.72	\$20.62	
	\$34,840	\$36,234	\$37,627	\$39,166	\$41,018	\$42,890	
10	\$18.09	\$18.83	\$19.72	\$20.62	\$21.53	\$22.62	
	\$37,627	\$39,166	\$41,018	\$42,890	\$44,782	\$47,050	
11	\$19.72	\$20.62	\$21.53	\$22.62	\$23.71	\$24.86	
	\$41,018	\$42,890	\$44,782	\$47,050	\$49,317	\$51,709	
12	\$21.53	\$22.62	\$23.71	\$24.86	\$26.09	\$27.34	\$28.70
	\$44,782	\$47,050	\$49,317	\$51,709	\$54,267	\$56,867	\$59,696

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<del>13</del>	<del>\$23.71</del>	<del>\$24.86</del>	<del>\$26.09</del>	<del>\$27.34</del>	<del>\$28.70</del>	<del>\$30.12</del>	<del>\$31.58</del>
	<del>\$49,317</del>	<del>\$51,709</del>	<del>\$54,267</del>	<del>\$56,867</del>	<del>\$59,696</del>	<del>\$62,650</del>	<del>\$65,686</del>
<del>14</del>	<del>\$26.09</del>	<del>\$27.34</del>	<del>\$28.70</del>	<del>\$30.12</del>	<del>\$31.58</del>	<del>\$33.17</del>	<del>\$34.83</del>
	<del>\$54,267</del>	<del>\$56,867</del>	<del>\$59,696</del>	<del>\$62,650</del>	<del>\$65,686</del>	<del>\$68,994</del>	<del>\$72,446</del>
<del>15</del>	<del>\$28.70</del>	<del>\$30.12</del>	<del>\$31.58</del>	<del>\$33.17</del>	<del>\$34.83</del>	<del>\$36.49</del>	<del>\$38.31</del>
	<del>\$59,696</del>	<del>\$62,650</del>	<del>\$65,686</del>	<del>\$68,994</del>	<del>\$72,446</del>	<del>\$75,899</del>	<del>\$79,685</del>
<del>16</del>	<del>\$31.58</del>	<del>\$33.17</del>	<del>\$34.83</del>	<del>\$36.49</del>	<del>\$38.31</del>	<del>\$40.24</del>	<del>\$42.25</del>
	<del>\$65,686</del>	<del>\$68,994</del>	<del>\$72,446</del>	<del>\$75,899</del>	<del>\$79,685</del>	<del>\$83,699</del>	<del>\$87,880</del>

## 55.03

Employees in the bargaining unit shall be paid in accordance with the following schedule effective with the pay period which includes July 1, 2007. The effective increase for all pay ranges shall be three and one half percent (3.5%).

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
<del>1</del>	<del>\$11.47</del>	<del>\$11.80</del>	<del>\$12.16</del>	<del>\$12.60</del>	<del>\$12.98</del>		
	<del>\$23,858</del>	<del>\$24,544</del>	<del>\$25,293</del>	<del>\$26,208</del>	<del>\$26,998</del>		
<del>2</del>	<del>\$12.04</del>	<del>\$12.41</del>	<del>\$12.81</del>	<del>\$13.23</del>	<del>\$13.65</del>		
	<del>\$25,043</del>	<del>\$25,813</del>	<del>\$26,645</del>	<del>\$27,518</del>	<del>\$28,392</del>		
<del>3</del>	<del>\$12.60</del>	<del>\$12.98</del>	<del>\$13.44</del>	<del>\$13.89</del>	<del>\$14.35</del>		
	<del>\$26,208</del>	<del>\$26,998</del>	<del>\$27,955</del>	<del>\$28,891</del>	<del>\$29,848</del>		
<del>4</del>	<del>\$13.23</del>	<del>\$13.65</del>	<del>\$14.15</del>	<del>\$14.63</del>	<del>\$15.13</del>		
	<del>\$27,518</del>	<del>\$28,392</del>	<del>\$29,432</del>	<del>\$30,430</del>	<del>\$31,470</del>		
<del>5</del>	<del>\$13.89</del>	<del>\$14.35</del>	<del>\$14.92</del>	<del>\$15.39</del>	<del>\$15.79</del>		
	<del>\$28,891</del>	<del>\$29,848</del>	<del>\$31,034</del>	<del>\$32,011</del>	<del>\$32,843</del>		
<del>6</del>	<del>\$14.63</del>	<del>\$15.13</del>	<del>\$15.60</del>	<del>\$16.04</del>	<del>\$16.56</del>		
	<del>\$30,430</del>	<del>\$31,470</del>	<del>\$32,448</del>	<del>\$33,363</del>	<del>\$34,445</del>		

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
<del>7</del>	<del>\$15.39</del>	<del>\$15.79</del>	<del>\$16.26</del>	<del>\$16.79</del>	<del>\$17.34</del>	<del>\$18.03</del>	
	<del>\$32,011</del>	<del>\$32,843</del>	<del>\$33,821</del>	<del>\$34,923</del>	<del>\$36,067</del>	<del>\$37,502</del>	
<del>8</del>	<del>\$16.26</del>	<del>\$16.79</del>	<del>\$17.34</del>	<del>\$18.03</del>	<del>\$18.72</del>	<del>\$19.49</del>	
	<del>\$33,821</del>	<del>\$34,923</del>	<del>\$36,067</del>	<del>\$37,502</del>	<del>\$38,938</del>	<del>\$40,539</del>	
<del>9</del>	<del>\$17.34</del>	<del>\$18.03</del>	<del>\$18.72</del>	<del>\$19.49</del>	<del>\$20.41</del>	<del>\$21.34</del>	
	<del>\$36,067</del>	<del>\$37,502</del>	<del>\$38,938</del>	<del>\$40,539</del>	<del>\$42,453</del>	<del>\$44,387</del>	
<del>10</del>	<del>\$18.72</del>	<del>\$19.49</del>	<del>\$20.41</del>	<del>\$21.34</del>	<del>\$22.28</del>	<del>\$23.41</del>	
	<del>\$38,938</del>	<del>\$40,539</del>	<del>\$42,453</del>	<del>\$44,387</del>	<del>\$46,342</del>	<del>\$48,693</del>	
<del>11</del>	<del>\$20.41</del>	<del>\$21.34</del>	<del>\$22.28</del>	<del>\$23.41</del>	<del>\$24.54</del>	<del>\$25.73</del>	
	<del>\$42,453</del>	<del>\$44,387</del>	<del>\$46,342</del>	<del>\$48,693</del>	<del>\$51,043</del>	<del>\$53,518</del>	
<del>12</del>	<del>\$22.28</del>	<del>\$23.41</del>	<del>\$24.54</del>	<del>\$25.73</del>	<del>\$27.00</del>	<del>\$28.30</del>	<del>\$29.70</del>
	<del>\$46,342</del>	<del>\$48,693</del>	<del>\$51,043</del>	<del>\$53,518</del>	<del>\$56,160</del>	<del>\$58,864</del>	<del>\$61,776</del>
<del>13</del>	<del>\$24.54</del>	<del>\$25.73</del>	<del>\$27.00</del>	<del>\$28.30</del>	<del>\$29.70</del>	<del>\$31.17</del>	<del>\$32.69</del>
	<del>\$51,043</del>	<del>\$53,518</del>	<del>\$56,160</del>	<del>\$58,864</del>	<del>\$61,776</del>	<del>\$64,834</del>	<del>\$67,995</del>
<del>14</del>	<del>\$27.00</del>	<del>\$28.30</del>	<del>\$29.70</del>	<del>\$31.17</del>	<del>\$32.69</del>	<del>\$34.33</del>	<del>\$36.05</del>

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	<del>\$56,160</del>	<del>\$58,864</del>	<del>\$61,776</del>	<del>\$64,834</del>	<del>\$67,995</del>	<del>\$71,406</del>	<del>\$74,984</del>
<del>15</del>	<del>\$29.70</del>	<del>\$31.17</del>	<del>\$32.69</del>	<del>\$34.33</del>	<del>\$36.05</del>	<del>\$37.77</del>	<del>\$39.65</del>
	<del>\$61,776</del>	<del>\$64,834</del>	<del>\$67,995</del>	<del>\$71,406</del>	<del>\$74,984</del>	<del>\$78,562</del>	<del>\$82,472</del>
<del>16</del>	<del>\$32.69</del>	<del>\$34.33</del>	<del>\$36.05</del>	<del>\$37.77</del>	<del>\$39.65</del>	<del>\$41.65</del>	<del>\$43.73</del>
	<del>\$67,995</del>	<del>\$71,406</del>	<del>\$74,984</del>	<del>\$78,562</del>	<del>\$82,472</del>	<del>\$86,632</del>	<del>\$90,958</del>

## 55.024 Pay Schedule

Employees in the bargaining unit shall be paid in accordance with the following schedule for the duration of this Agreement, ~~effective with the pay period which includes July 1, 2008. The effective increase for all pay ranges shall be three and one half percent (3.5%).~~

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

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	\$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.*

## 55.035 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	<del>10</del>	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.

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**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.**

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**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.*

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## **55.046 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.

## **55.057 Probationary Step Movement**

~~An employee shall receive a step increase upon satisfactory completion of the probationary period. [Moved to paragraph below]~~

~~Effective the pay period including July 1, 2003, there shall be no non-probationary step movements,~~ **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 ~~on the pay period including July 1, 2005~~ **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**

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resumption of step movement, the employee's step date shall be the employee's date of hire.

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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.*

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## 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

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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.

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**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*

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*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*

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## **55.078 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.

## **55.089 Electronic Funds Transfer (EFT)**

~~Effective July 1, 2006, 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** ~~Auditor of State~~ for the benefit of the employee.

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## 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.

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**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.*

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## 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 \$.45 per hour for each hour worked in each shift beginning between the hours of 2:00 pm 3:00 am. Effective with the pay period that includes July 1, 2007, b~~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 ~~\$.60~~\$.75 per hour for each hour worked commencing at 5:00 p.m. and ending at 6:00 a.m. ~~Effective with the pay period that includes July 1, 2008, shift differential shall be increased to \$.75 per hour.~~ 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.

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**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.*

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## 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. ~~State of Ohio issued credit cards will be made available for agents to use for lodging and meals, or any other expenses that have been approved by the agent's supervisor.~~ **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.

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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.

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**Explanation:** *No new State credit cards will be issued; however, those who currently have them will be permitted to maintain them.*

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**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 ~~allowed set~~ by the **Director of the** Office of Budget and Management (OBM). **The mileage allowance shall not be set** but no less than forty-~~five (\$ .40)~~ **five (\$ .45)** cents per mile, but if the Internal Revenue Service's rate is reduced to an amount lower than forty-~~five (\$ .40)~~ **five (\$ .45)** cents per mile, 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.**

~~Effective July 1, 2006,~~ All employees shall receive travel reimbursements via direct deposit. Employees shall authorize the direct deposit of the travel reimbursement into ~~a~~ **the same** financial institution ~~of~~ **in which** the employee's ~~choice~~ **paycheck is deposited** or execute the required documentation to authorize the direct deposit into a financial institution designated by the ~~Auditor of State~~ **Board of Deposits** for the benefit of the employee.

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**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*

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## **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

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rates by OBM shall be incorporated herein. The Agency may require receipts or other proof of expenditures before providing reimbursement.

~~In accordance with the provision in the preceding paragraph, the respective departments and agencies will pay up to eighty (\$80) dollars, effective July 1, 2006, plus tax, for required lodging and up to forty (\$40) dollars for meals.~~ **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.

~~If the Agency requires an employee to stay overnight out of the state, the employee shall be reimbursed the actual lodging cost incurred within reason. For meal expenses, the employee may choose to receive either actual cost up to a maximum rate of thirty (\$30) dollars per day without providing receipts to OBM, or sixty (\$60) dollars per day with receipts provided to OBM. However, the Agency may require receipts or other proof of expenditures before providing reimbursement. These rates are subject to proration and upward adjustment in accordance with OBM's regulations.~~

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**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](http://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*

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## **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.

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## 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,

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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.**

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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.

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**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).*

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## ARTICLE 68 – DURATION

The effective date of this Agreement shall be July 1, 200~~9~~<sup>6</sup> as approved by the parties hereto. It shall remain in full force and effect until June 30, 201~~2~~<sup>09</sup> at 11:59 p.m.

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**Explanation:** *The effective date of the Agreement is July 1, 2009 and the expiration date is June 30, 2012.*

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## 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).

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**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.*

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