

**The State of Ohio  
and  
Ohio State Troopers Association  
2009 Negotiations**

**July 1, 2009 - June 30, 2012**

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**Presented by**

**Department of Administrative Services,  
Office of Collective Bargaining**

**and**

**Ohio State Troopers Association**

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**2009 Bargaining Teams for  
OSTA Negotiations**

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### State of Ohio Bargaining Team

- Assistant Director  
George Maier
- Major Daniel  
Kolcum
- Captain Kevin  
Teaford
- Staff Lieutenant  
John Allard
- Lieutenant Charles  
Linek
- Kathy Gulla
- Mike Duco, OCB
- Mike D'Arcy, OCB
- Joe Trejo, OCB
- Kristen Rankin, OCB
- Harry Colson, OCB
- Marissa Hartley, OCB

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### OSTA Bargaining Team

- OSTA Counsel  
Herschel Sigall  
Elaine Silveira
- OSTA President  
Larry Phillips
- Unit 1  
Shane Johnson-Chairman  
Cheryl Babione  
Randy Boggs  
Gary Griffeth  
Bill Hummel  
Travis Jones  
Phillip Sheaffer
- Unit 15  
Randy Skaggs-Chairman  
Jason Greenwood  
Mary Mack  
Donald Pratt

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### OSTA Contract

The following Articles were not opened for negotiation:

- Articles 1-6
- Article 9
- Articles 10 -15
- Article 17
- Article 21
- Article 24 (Unit 1)
- Articles 28 - 29
- Articles 32 - 33
- Article 35
- Article 39
- Articles 41- 42
- Article 49 - 50
- Articles 52 - 54
- Article 56 - 59
- Article 61
- Article 64
- Article 66
- Article 67-69

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## OSTA Contract

- The following Article was opened but no changes were made:
  - Article 62

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## Opening Remarks

**George T. Maier, Assistant Director**  
Ohio Department of Public Safety

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## Opening Remarks

**Colonel Richard Collins, Superintendent**  
Ohio Department of Public Safety  
Ohio State Highway Patrol

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**Opening Remarks**

Michael P. Duco, Deputy Director  
Department of Administrative Services  
Office of Collective Bargaining

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**Opening Remarks**

Herschel Sigall  
OSTA General Counsel

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**Changes to the Contract**

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**Article 7**  
**Non-Discrimination**

- If at least one of the married members of the Highway Patrol is in bargaining unit 15, the spouses will be assigned to adjoining posts
  - When possible, based on available vacancies
  - When not possible, married members will be assigned to the closest post where an opening exists
    - Will have first opportunity to fill an opening at an adjoining post regardless of seniority

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**Article 8**  
**OSTA Time**

Section 8.02 (a) Unit 1 Steward time

- Union's Legal Committee given time off to attend meetings up to 4 times per year
  - Union will give Employer 21 day advance notice
  - Three committee members
  - Time off with pay
  - Entitled to all benefits and seniority accrual
  - All travel expenses paid by OSTA

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**Article 8**  
**OSTA Time**

Section 8.02 (b) Unit 15 Steward time

- Union's Legal Committee given time off to attend meetings up to 4 times per year
  - Union will give Employer 21 day advance notice
  - Two committee members
  - Time off with pay
  - Entitled to all benefits and seniority accrual
  - All travel expenses paid by OSTA

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**Article 8  
OSTA Time**

**Section 8.05 (C) Funerals**

- Additional bargaining unit members may attend funerals as outlined in Section 8.05 (A) and (B)
  - Off-duty status
  - Must be compliant with HPFP standards

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**Article 8  
OSTA Time**

**Section 8.06 (C) Negotiating Committee**

- The parties shall jointly create a committee to administer training on the collective bargaining agreement

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**Article 16  
Probationary Employees**

- Employees in their initial probationary period shall be allowed to enter transfer requests pursuant to Article 30
  - If granted, transfer effective upon successful completion of probationary period

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**Article 18**  
**Administrative Investigation**

Section 18.02 Bargaining Unit Member Rights

- Supervisor shall not conduct investigation if either a witness or complainant
  
- If a complaint is filed against an officer of rank Lieutenant or higher, it shall not be investigated by an officer of a lower rank
  
- Investigator cannot be from same district as the complainant

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**Article 18**  
**Administrative Investigation**

- If issues arise from a disciplinary action as the result of random viewing of in-car camera video, the Union shall request a meeting
  
- Meet with the Ohio State Highway Patrol Standards Unit to discuss
  
- Duration of this Agreement

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**Article 18**  
**Administrative Investigation**

Section 18.09 Disciplinary Action

- Administrative investigations must be completed within 60 days from the inception of investigation
  
- Notice of disciplinary action must be given within 45 days following completion of investigation
  
- Unless mutually agreed otherwise
  - Union shall not unreasonably deny an extension

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**Article 18**  
**Administrative Investigation**

Section 18.11 Anonymous Complaints

- Anonymous complaint form will be updated, distributed and posted on the website
  
- Reference to ORC §2921.15 - Making false allegation of peace officer misconduct

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**Article 19**  
**Disciplinary Procedure**

Section 19.07 Abeyance Agreements

- When a non-sworn employee is charged with Neglect of Duty, the alleged violation must be of a same or similar nature to cause the abeyance agreement to be invoked
  - Violation of work rule 501.01(C)(10)(b)

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**Article 20**  
**Grievance Procedure**

Section 20.08 Arbitration (7. Discovery)

- Union will provide the Employer 10 days notice of employee witnesses who are not scheduled to work day shift on the day of an arbitration
  - Employer will adjust the schedule of the employee witnesses to day shift for that day
  
- Employer may adjust other employee schedules to avoid the payment of overtime or premium pay

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**Article 22**  
**Highway Patrol Dispatchers**

Section 22.06 Training

- Employer may adjust the dispatcher schedules with 14 days notice for training of dispatchers
  
- Any changes with less than 14 calendar days notice shall result in Dispatch Premium for all affected hours worked

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**Article 22**  
**Highway Patrol Dispatchers**

Section 22.08 Schedule Changes

- Scheduled days off of a relief dispatcher shall be changed before the scheduled days off of a permanent dispatcher are changed

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**Article 22**  
**Highway Patrol Dispatchers**

Section 22.08 Schedule Changes

- Lock in days - dispatchers may lock in 3 time off days during 6 month period
  - Originally only for fill in, now for any dispatcher
  - Must be 14 days in advance of date requested
  - 1 dispatcher per facility permitted to lock in a particular date
  - Employer may deny any subsequent time off requests during a week where a locked in date occurs

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Article 22  
Highway Patrol Dispatchers

Section 22.10 Dispatcher Transfers

- When the Employer determines a vacant dispatcher position exists, the Employer will survey the active transfer list
  - Fill position based on seniority
  - Prior to a public posting

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Article 22  
Highway Patrol Dispatchers

Section 22.11 Scheduling Pilot Program

- Pilot program created to study impact of four (4) day, ten (10) hour work week for Dispatchers
  - Will start in 5 dispatch centers
  - Commanders at pilot centers must create work schedules with at least 50% based on 4 day 10 hour schedules
- Bargaining unit members will bid upon 2 reasonably equal 3 month periods
  - Begin first day of pay period that includes 3/1/10

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Article 22  
Highway Patrol Dispatchers

Section 22.11 Scheduling Pilot Program (contd.)  
Committee consists of 5 members and 5 management

- Develop survey to determine how effective program is
  - Conduct in May 2010
- Results of the survey will be evaluated by the committee
- Recommendation to expand or cease the pilot program
  - If Superintendent modifies the recommendation, an explanation must be provided

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**Article 25**  
**Uniforms, Weapons, Equipment**

Section 25.02 Patrol Vehicles

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

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**Article 25**  
**Uniforms, Weapons, Equipment**

Section 25.02 Patrol Vehicles

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

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**Article 25**  
**Uniforms, Weapons, Equipment**

Sec. 25.02 Patrol Vehicles

- Vehicles used for enforcement purposes will be outfitted with the Fire Panel

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**Article 25**  
**Uniforms, Weapons, Equipment**

**Sec. 25.03 Uniforms and Dry Cleaning**

- Officers permanently assigned to the Academy will be reimbursed up to \$100 for purchase of athletic shoes
  - Upon presentation of receipt
  - Once a year
- Bargaining unit members shall wear the short sleeve uniform
  - April 15 to November 1

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**Article 25**  
**Uniforms, Weapons, Equipment**

**Section 25.06 Second Weapon**

- Committee will be established to study issues associated with a carbine weapon
  - Shall consist of no more than 3 bargaining unit members and 3 management representatives
- Complete study June 30, 2010

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**Article 25**  
**Uniforms, Weapons, Equipment**

**Section 25.06 Second Weapon (contd.)**

- If committee cannot reach a majority vote decision, the following will be implemented:
  - Troopers/Sergeants may carry a carbine weapon with prior approval by the Employer
  - Employer shall identify a list of approved carbine weapons within 6 months of the effective date of the Agreement
    - Types and calibers determined by the Employer

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**Article 25**  
**Uniforms, Weapons, Equipment**

**Troopers/Sergeants:**

- Must store and qualify with the carbine weapon in compliance with departmental procedures and policy
- Must provide and maintain his/her carbine weapon
- Must notify Employer in writing by July 1, 2010 of their intent

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**Article 25**  
**Uniforms, Weapons, Equipment**

**Section 25.07 Shoulder Holsters**

- Troopers/sergeants assigned to plain clothes duty may wear a shoulder holster upon approval from the State Highway Patrol
- Holster and weapon must be kept concealed from the public while on duty

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**Article 25**  
**Uniforms, Weapons, Equipment**

**Section 25.11 Equipment Committee**

- Committee to examine issues and make recommendations related to weapons and other equipment
  - Consist of 2 Unit 1 members, 2 Unit 15 members, and 4 management members
  - Meet no more than quarterly
  - Carbine weapons will be a topic for discussion
- First meeting within 45 days of effective date of the Agreement
  - Findings reported no later than 45 days after a decision reached on any issue

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**Article 26**  
**Hours of Work and Work Schedules**

Sections 26.01 & 26.02 Shifts Assignments for Unit 1 and Unit 15

- Employees scheduled off on a holiday shall not be required to work to accommodate permissive leave requests of other employees
  
- Exception:
  - Leave request submitted during the “window period”
  - More senior employee
  - In the same classification

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**Article 26**  
**Hours of Work and Work Schedules**

Sections 26.01 & 26.02 Shifts Assignments for Unit 1 and Unit 15

- Shifts shall be bid between fifty (50) and thirty (30) days prior to the beginning of the new assignment
  
- Previously between 40 and 30 days prior

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**Article 26**  
**Hours of Work and Work Schedules**

Special Response Teams (SRT)

- Troopers assigned to SRT will bid by seniority
- Will bid upon two reasonably equal three-month periods
  - Begin with pay periods that include March 1<sup>st</sup> and September 1<sup>st</sup> each year
  
- Vacations shall be scheduled in accordance with Section 43.04 among troopers of the team assigned to each district

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**Article 26**  
**Hours of Work and Work Schedules**

**Section 26.08 Scheduling Pilot Program**

- Same pilot program described in Article 22 except for Sergeants, Troopers, and Electronic Technicians
  - Impact of 4 (10) hour working schedule
  - Will first bid in 2010
  - 6 locations
  - Bargaining unit members will bid upon 2 reasonably equal 3 month periods
    - Begin first day of pay period that includes 3/1/10
  - Recommendation to Superintendent in June 2010

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**Article 27**  
**Overtime**

**Section 27.03 Overtime Assignments**

- Ohio State Fair detail will not be split into two halves
  - For 2010 only
  - Positions will be filled voluntarily
  - If positions remain unfilled, they will be filled through mandatory assignments by reverse seniority
  - Results will be evaluated and a recommendation will be made to the Superintendent
    - Explanation provided if recommendation not adopted

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**Article 27**  
**Overtime**

**27.03 Overtime Assignments (contd.)**

- Off-Duty overtime detail requiring bargaining unit work offered out of a District
  - First be offered to qualified bargaining unit members in that District
  - Remaining openings then offered to exempt officers

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**Article 27  
Overtime**

**27.03 Overtime Assignments (contd.)**

- **Off-Duty overtime detail requiring bargaining unit work offered out of a Post or Section**
  - First offered to qualified bargaining unit members in that Post or Section
  - Remaining openings then filled by qualified bargaining unit members within the District boundaries containing that Post or Section
  - Remaining opening offered to exempt officer

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**Article 27  
Overtime**

**Section 27.03 Overtime Assignments (contd.)**

- **Does not apply to the following off-duty overtime:**
  - Work on the Ohio Turnpike
  - Instances where the Employer was notified less than forty (40) hours in advance of the off-duty detail

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**Article 27  
Overtime**

**Section 27.05 Standby Pay**

- **An employee is entitled to standby pay subject to the following:**
  - Employee is on direct notice of the requirement to be available to respond
  - Employer directs that the off-duty activities are specifically restricted
  - Employee must immediately respond to any summons from the Employer with the consequence of discipline for failure to respond/report

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**Article 27  
Overtime**

**Section 27.07 Granting of Comp Time Off**

- If use of comp time is denied based on operational need:
  - Employee shall have requested comp time converted to cash payment at current regular rate of pay
  - Use of comp time shall not be unreasonably denied in accordance with FLSA

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**Article 30  
Transfers/Payment for Moving  
Expenses**

**Section 30.01 (B) Non-Field Positions**

- Non-Field Positions are defined as any position not at one of the 55 patrol posts

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**15 Minute Break**

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## Article 31 Residency

### Section 31.01 Requirements

- Mileage rounded to the nearest whole integer as measured by the software used by the Employer
  - Employer will put Union on notice if software programs are changed
  - Members commuting in state owned vehicle during change in software will not be denied ability to commute solely on change in software

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## Article 36 Seniority

### Section 36.03 Termination of Seniority

- When an exempt officer is placed back into the bargaining unit, prior bargaining unit seniority retained
  - Time spent in the exempt position shall not count toward bargaining unit seniority

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## Article 37 Educational Incentive and Training

### Section 37.04

- \$350,000 in reimbursement funds will be available in each fiscal year of the contract
  - Tuition reimbursement
  - Conferences
  - Seminars and Workshops
  - Other required fees
- Each employee eligible for \$7,500 from fund
  - May use up to \$5,000 for conferences, workshops, seminars

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**Article 37**  
**Educational Incentive and Training**

Section 37.04 (contd.)

- Employee may submit an additional request for reimbursement
  - Employee uses more than the allotted amount
  - Monies remain in the fund at June 1
  - On a first come, first serve basis
- Employee may submit for reimbursement the following fiscal year if no monies available on June 1

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**Article 40**  
**Physical Fitness & Wellness Policy**

Section 40.03 Progressive Discipline

- Troopers/Sergeants out of compliance on weight for 12 consecutive months will be offered voluntary weight reduction program
  - “Administrative Separation” provision will be stayed
  - Must demonstrate progress on weight compliance based upon established baseline
  - Minimum of 6 pounds every 3 months

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**Article 40**  
**Physical Fitness & Wellness Policy**

Section 40.03 Progressive Discipline (contd.)

- Failure to demonstrate reduction
  - Termination of program
  - Reinstatement of “administrative separation” or other discipline that would have been issued during time in program
- Termination of program if member exceeds 25% maximum allowed weight while in program
- Program will include up to \$90 per month in reimbursement for allowed expenses
  - Up to 6 months

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**Article 40**  
**Physical Fitness & Wellness Policy**

Section 40.03 Progressive Discipline (contd.)

- \$90 per month is for actual costs of health & exercise program if pre-approved
  
- Programs may include Weight Watchers, Dr.'s Weight Loss Clinics, health facilities (YMCA, Lifestyle, etc.)
  
- Reimbursements on monthly basis upon submission of receipts
  
- Personal exercise equipment and food not to be reimbursed

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**Article 40**  
**Physical Fitness & Wellness Policy**

Section 40.03 Progressive Discipline (contd.)

- Trooper/Sergeants must declare intent
  - Within 30 days of signing of Agreement; or
  - Within 30 days eligibility
  - Must attend an initial health & fitness training designed by Employer
  
- Troopers/Sergeants who meet or exceed 25% max at time of signing of Agreement shall be permitted to participate as outlined

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**Article 40**  
**Physical Fitness & Wellness Policy**

Section 40.04 Administrative Separations

- Only Troopers/Sergeants with less than 20 years of service are subject to admin separation due to weight
  - Reinstatement for 1 year upon compliance
  - One right to reinstatement in a five year period
  
- Only Troopers/Sergeants with less than 20 years of service are subject to admin separation if in progressive discipline track for 24 consecutive months

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**Article 43**  
**Vacation Allowance**

Section 43.01 Accrual Rate

- Elimination of periodic 1 week vacation credit
- Employee will begin accruing vacation at the higher rate at the beginning of new rate year
- Occurs at beginning of the 4th, 9th, 14th, 19th or 24th year of service

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**Article 43**  
**Vacation Allowance**

Section 43.01 Accrual Rate (contd.)

- Example:
  - At 4 years of service, employee will begin accruing 4.6 hours vacation per pay period
  - No 40 hour credit at end of 4<sup>th</sup> year
- Effective 8/30/09
- Employees will be allowed to begin using accrued vacation at end of probation period

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**Article 43**  
**Vacation Allowance**

Section 43.01 Accrual Rate (contd.)

- Vacation accrual under ORC 9.44
  - Effective July 1, 2010, credit for prior service with the State of Ohio, Ohio National Guard, any political subdivision of the State
  - Must provide documentation to Agency HR staff
  - New accrual rate starts pay period after approval by DAS
  - Time spent concurrently with Ohio National Guard will not count double

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## Article 44 Holidays

### Section 44.02 Holiday Pay

- Members who are on a four-day ten-hour schedule
  - Entitled to eight hours of holiday pay
  - Regardless of whether they work on the holiday

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## Article 44 Holidays

### Section 44.03 Computation of Holiday Pay or Compensatory Time

- Employees on a four-day ten-hour schedule compensated at one and one-half (1 ½) times the hours worked
  - Max of eight (8) hours
  - Additional hours worked paid at straight time
    - Exception if employee in overtime status

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## Article 45 Personal Leave

### Section 45.02 Personal Leave Accrual

- Freeze on personal leave accrual from pay period ending July 18, 2009 through June 30, 2011
- During freeze employees may use 8 hours of vacation or comp time per quarter as personal leave
  - August 1, 2009 - June 30, 2011
  - Granted pursuant to personal leave rules
  - Current personal leave available as of July 4, 2009 must be used first

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**Article 45**  
**Personal Leave**

Section 45.02 Personal Leave Accrual (contd.)

- Personal leave accrual will resume in the first earning statement after July 1, 2011
- No retroactivity

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**Article 45**  
**Personal Leave**

Section 45.07 Conversion or Carry Forward of Personal Leave Credit at Year's End

- Freeze on annual conversion until December 2011
- Payment for maximum personal leave accrual frozen until pay period ending July 16, 2011

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**Article 45**  
**Personal Leave**

Section 45.10 Restoration

- One-time credit of 32 hours of sick leave or ½ the personal leave hours lost during the freeze, whichever is less
  - Full-time employees in active payroll status as of June 18, 2011
- Part-time employees get 16 hours
- Shall be issued in the pay period that includes July 1, 2011

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**Article 45**  
**Personal Leave**

Section 45.10 Restoration (contd.)

- **Active Payroll Status defined for sick leave credit:**
  - Scheduled to work on June 18, 2011
  
  - Off duty on June 18, 2011 because not scheduled to work that day
  
  - Eligible to receive pay for approved absence (e.g., OIL, Disability, Workers' Compensation)

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**Article 45**  
**Personal Leave**

Section 45.10 Restoration (contd.)

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

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**Article 45**  
**Personal Leave**

Section 45.10 Restoration (contd.)

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

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**Article 45  
Personal Leave**

**Section 45.10 Restoration (contd.)**

- **Employees not receiving pay due to military leave, FMLA, Union Leave, Pregnancy Leave, and Extended Illness are eligible to receive personal leave payment and sick leave accrual**
  
- **Payments will not be subject to retirement system withholding**

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**Article 47  
Disability Leave**

**Section 47.01 Disability Program**

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

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**Article 48  
Sick Leave**

**Section 48.02 Sick Leave Accrual**

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

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## Article 48 Sick Leave

### Section 48.02 Sick Leave Accrual (contd.)

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

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## Article 55 Group Health Insurance

- Health care plan as recommended by Joint Healthcare incorporated into contract

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## Article 55 Group Health Insurance

### Self-Insured Health Care Fund (Fund 808)

- Fund has been losing \$20 million a year
- Changes brought about to ensure fund remains solvent
- Premium rate will increase 9% each of next three years
  - Health care deductions will now be taken in all 26 pay periods will offset impact

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**Article 55  
Group Health Insurance**

- **Deductible extended to all plans**
  - Previously only applied to PPO plan
  - Amount remains the same (\$200/\$400)
- **Co-payment increased to \$20 from \$15**
- **Mail order no longer mandatory**

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**Article 55  
Group Health Insurance**

- **Employee must now pay difference in administrative fee if higher than PPO fee**
- **Spouse coverage is \$12.50/month extra**
- **Pro-rated premium effective upon movement from full-time to part-time**

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**Article 55  
Group Health Insurance**

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

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**Article 55  
Group Health Insurance**

**Plan Enhancements**

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

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**Article 60  
Wages**

**Sections 60.02-60.04 Pay Schedule**

- Pay rates are frozen at the July 1, 2008 levels for the duration of this contract

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**Article 60  
Wages**

**Section 60.06 Step Movement**

- Freeze in step movement for employees whose step date is July 5, 2009 or thereafter
- Will resume beginning with employees whose step date is July 5, 2011

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Article 60  
Wages

Section 60.06 Step Movement

- Employees hired or promoted between July 5, 2009 and July 5, 2011 shall not receive a probationary step increase
  - Upon resumption of step movement, the employee's step date shall be the date of hire
  - Employees shall receive step increase upon satisfactory completion of probation

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Article 60  
Wages

Section 60.06 Step Movement

- Employees hired or promoted between July 5, 2009 and July 5, 2011 shall not receive a probationary step increase
  - Upon resumption of step movement, the employee's step date shall be the date of hire
  - Upon resumption, employees shall receive step increase upon satisfactory completion of probation

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Article 60  
Wages

Section 60.06 Step Movement

- Sergeants promoted between July 5, 2009 and July 5, 2011
  - Paid at step 5
  - Upon resumption and successful completion of probation, step increase to step 6

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Article 60  
Wages

Section 60.08 Cost Savings Days

- Full time permanent employees shall take ten (10) days off without pay
  - Total of eighty (80) hours, in each fiscal year
  - August 1, 2009 through 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 hour total

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Article 60  
Wages

Section 60.08 Cost Savings Days (contd.)

- Loss of pay equals 3.333 hour per pay period
  - Beginning with July 31, 2009 paycheck
- Beginning with paycheck received on July 2, 2010, loss of pay will equal 3.076 hours per pay period through 2011 fiscal year
- Same deductions for employees on OIL, disability, or hostage leave

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Article 60  
Wages

Section 60.08 Cost Savings Days (contd.)

- Employer shall canvass full-time permanent employees
  - In each bid period
  - In each work unit
  - CSDs approved according to seniority
- Employees must submit CSD requests between 30 to 20 days prior to new assignment

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Article 60  
Wages

Section 60.08 Cost Savings Days (contd.)

- Minimum of five (5) cost savings days must be used in initial bid period of each fiscal year
- All CSDs must be used by June 30, 2011
- Employees that already have approved vacation requests beginning August 1, 2009, may substitute cost savings days

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Article 60  
Wages

Section 60.08 Cost Savings Days (contd.)

- Employee may request a CSD from August 1, 2009 until the beginning of the new assignment
  - May be denied only for operational need
- CSD requests submitted after canvass period granted on a first-come, first-serve basis
  - May be denied only for operational need

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Article 60  
Wages

Section 60.08 Cost Savings Days (contd.)

- CSDs may include more than one day up to the total of eighty hours
  - Employer retains the right to reject the selection based upon operational need
- Employees unavailable during canvass will select CSDs upon return to work

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**Article 60**  
**Wages**

**Section 60.08 Cost Savings Days (contd.)**

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

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**Article 60**  
**Wages**

**Section 60.08 Cost Savings Days (contd.)**

- **Revocation of a CSD will not be arbitrary or capricious**
- **If a CSD is revoked after a canvass, the employee shall be permitted to substitute any other day at his/her discretion**
  - **Does not apply if revocation is result of an employee initiated transfer**
  - **Substituted day may not be revoked**

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**Article 60**  
**Wages**

**Section 60.08 Cost Savings Days (contd.)**

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

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**Article 60  
Wages**

**Section 60.08 Cost Savings Days (contd.)**

- **Employees who serve any part of fiscal year as cadets must schedule five CSDs after their field training**
  - Same rules apply as stated above
- **Employee leave accruals and health care benefits not affected by CSDs**
- **If employee leaves state service, equalization of payroll deductions and CSDs on last pay check**

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**Article 65  
Travel Pay**

- **Lodging and meal reimbursements set by the U.S. General Services Administration**
  - Effective October 1, 2009
  - Lodging may be paid up to USGSA allowed rate
    - Receipt may be required for lodging

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**Article 65  
Travel Pay**

- **No receipts to be required for meals and incidentals**
  - Agency may require receipts for other expenditures
- **Exception for training at the Highway Patrol Academy**

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## Appendix D Shift Bid Exceptions

### Definitions

- **Shift Bid Period**
  - Between 50 and 30 days prior to the beginning of the new assignment
- **(Vacation) Window Period**
  - Between 30 and 20 days prior to the beginning of the new assignment

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## Appendix D Shift Bid Exceptions

### Transfers, Return from Separations and Disability Retirements

- Members who are officially notified of a transfer
- Members who return to duty from separation or disability retirement
- Must bid at the facility they return or transfer to
  - Prior to the closing of the Shift Bid Period
  - Only if within thirty (30) days from the first day of the new work schedule

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## Appendix D Shift Bid Exceptions

### Transfers, Return from Separations and Disability Retirements

- Up to an additional 10 days may be added to both the Shift Bid Period and Window Period
  - Facilitate shift and vacation bidding
- No re-bidding once the Shift Bid Period has closed and Window Period has opened
- Exception for members transferring to a post outside these parameters
  - Shall work the priority shift selected by the facility commander until the next Shift Bid Period

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## Appendix D Shift Bid Exceptions

### Extended Absences

- Employees on approved leave may only submit shift selection bid if
  - Projected return day is within first 7 days of either 3 month period
  - Projected return date is at the beginning of second 3 month period
- Must be able to submit their bid during the Shift Bid Period
- Applies to employees on disability, OIL, military leave

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## Appendix D Shift Bid Exceptions

### Post to Post Transfer

- If two units approved, units will take shift being vacated at the new post

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## 10 Minute Break

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