



## The State of Ohio and The Ohio State Troopers Association, Unit 1 & 15

### *2009 Negotiations Summary of Changes*

#### Article 1 - Agreement

- No change

#### Article 2 - Effect of Agreement

- No change

#### Article 3 - Conflict and Amendment

- No change

#### Article 4 - Management Rights

- No change

#### Article 5 - Union Recognition and Security

- No change

#### Article 6 - No Strike Provision

- No change (combines Unit 1 & 15)

#### Article 7 - Non-Discrimination

- No change

#### Article 8 - OSTA Time

- Combining Unit 1 and Unit 15 Articles
- Adds language to allow time off with pay for the Union's Legal Committee (3 members for Unit 1; 2 members for Unit 15) up to 4 times per year. Union will notify Employer at least 21 days in advance of meeting date. All travel, lodging, meal expenses of the employee shall be the responsibility of the Union.
- Adds language to allow additional bargaining unit members to attend funerals in an off-duty status as long as they are compliant with the HPFP standards.
- Adds language that the parties shall jointly create a committee to administer training on the CBA.

#### Article 9 - Dues Deductions

- No change

#### Article 10 - Ballot Boxes and Elections

- No change

#### Article 11 - Union Bulletin Boards

- No change

#### Article 12 - Interoffice Mailing System

- No change

Article 13 - Riding with OSTA Members

- No change

Article 14 - Ohio Troopers Coalition Magazine

- No change

Article 15 - Joint Committees

- No change

Article 16 - Probationary Employees

- Combines the Unit 1 and Unit 15 Articles.
- Adds language that allows probationary employees to enter transfer requests and if it is granted it becomes effective upon completion of probation.

Article 17 - Personnel Files

- No change

Article 18 - Administrative Investigations

- When a supervisor is either the complainant or a witness to the alleged events leading to an administrative investigation, the supervisor shall not be the investigating officer.
- If a BU member files a complaint involving a Lieutenant or higher rank, it shall not be investigated by a lesser ranking officer or any individual from the same District as the complainant.
- If issues regarding disciplinary action taken as a result of random viewing of in-car camera video arise during the course of this Agreement, the Union shall request a meeting with the OSHP Standards Unit to discuss the issues.
- Administrative investigations must be completed within 60 days from the inception of the administrative investigation unless mutually agreed otherwise. The Union shall not unreasonably deny an extension.
- Notice of disciplinary action must be given 45 days following completion of the administrative investigation, unless mutually agreed otherwise. The Union shall not unreasonably deny an extension.

Article 19 - Disciplinary Procedure

- Adds language that a Dispatcher charged with a violation of work rule 501.01 (C)(10)(b), Neglect of Duty, must be of a same or similar nature to cause the abeyance agreement to be invoked.
- Signed a side letter regarding the administration of discipline, which allows the employees to select leave reduction in lieu of a suspension for specific rule violations.

Article 20 - Grievance Procedure

- If a witness is not scheduled to work the day of the arbitration, the Union will provide a list of those witnesses 10 days in advance.
- Management may rearrange schedules to prevent the payment of overtime or premium pay, including but not limited to dispatcher premium pay.

Article 21 - Work Rules

- No change

Article 22 - Highway Patrol Dispatchers

- Adds language to prevent a permanent dispatcher's scheduled days off from being changed before a relief dispatcher.

- Implements a pilot program in 2010 to study at 5 dispatch centers the affects of a 4-day 10-hour schedule. A committee will be formed to gauge the effectiveness of the program and make recommendations to the Superintendent.
- Adds language to provide “lock-in” days for dispatchers
- Adds language to allow the Employer to make changes to dispatcher schedule with 14 days notice to avoid dispatch premium pay.

Article 23 - Specialty Positions

- No change

Article 24 - Highway Patrol Electronic Technicians

- No change

Article 25 - Uniforms, Weapons, Equipment

- Adds language allowing for reimbursement up to \$100 a year for athletic shoes for employees who are permanently assigned to the Academy.
- Adds language that the Employer and Union will study the implementation of carbines for a year. If no decision has been made by June 30, 2010, the Union’s proposal will be implemented and employees may purchase their own carbine weapon for use on-duty.
- Adds language providing that the mileage allowance shall not be set less than forty-five (\$.45) cents nor greater than the Internal Revenue Service’s rate but if the Internal Revenue Service’s rate is reduced to an amount lower than forty-five (\$.45) cents, the rate will be set at the Internal Revenue Service’s rate
- Adds language allowing Troopers/sergeants assigned to plain clothes duty to wear a shoulder holster upon approval from the State Highway Patrol, providing the holster and weapon are kept concealed from the public while on duty.

Article 26 - Hours of Work and Work Schedules

- Changes the bid period to 50-30 days and CSDs will be bid with vacation from 30-20 days.
- Troopers assigned to the Special Response Team (SRT) shall bid by seniority at their designated district headquarters.
- Creates a Pilot Program for Sergeants, Troopers and Electronic Technicians to test out 4-day 10-hour schedules. The Pilot Program will be implemented in designated posts and will only last for 6 months. A committee will be created to study the success of the program and recommendations will be made to the Superintendent as to whether the program should be expanded or cease.

Article 27 - Overtime

- Adds language for 2010 Ohio State Fair, the detail shall not be split into two halves and the positions will first be filled on a voluntary basis by BU members. After positions are voluntarily filled by BU members at the Post and openings remain, then BU members at the Post shall be mandated to work by reverse seniority. Parties will meet during September 2010 to evaluate this change, including cost effectiveness and operational considerations. A joint recommendation will be submitted to the Superintendent.
- Off-duty overtime is offered out of a District it shall first be offered to qualified BU members in that District. If any openings remain, they shall be offered to exempt officers. Off-duty overtime offered out of a Section, it shall first be offered to qualified BU members in that Section. If any openings remain, they shall be filled by qualified BU members within the geographical District boundaries containing that section. If any openings remain, they may be offered to exempt officers. This language does not apply to off-duty overtime on the Ohio Turnpike or instances where the Employer was notified less than 40 hours in advance.

- Adds language that compensatory time will be paid out if the time off is denied based on operational needs. Compensatory time shall not be unreasonably denied in accordance with the FLSA.
- Adds language defining stand-by pay as 1) an employee being on direct notice of requirement to be available and respond; 2) the Employer directs that the off-duty activities are specifically restricted; and 3) the employee must immediately respond to any summons from the Employer with the consequence of discipline for failure to respond/report.

Article 28 - Absence Control Policy

- No change

Article 29 - Shift Trade

- No change

Article 30 - Transfers/Payment for Moving Expenses

- No change

Article 31 - Residency

- Adds language that mileage will be rounded to the nearest whole integer as measured by the software used by the Employer.
- Adds language that notice will be provided to the Union if the Employer changes software.
- Adds language that no employee will be denied the ability to commute solely on the change in software.
- Changes “dog handler positions” to “Criminal Patrol Team.”

Article 32 - Temporary Working Level Assignment

- No change

Article 33 - Smoking Policy

- No change

Article 34 - Standards of Performance

- No change

Article 35 - Reduction in Force

- No change

Article 36 - Seniority

- Combines the Unit 1 and Unit 15 Articles.
- Adds language to allow exempt officers who are placed back into the bargaining unit to retain bargaining unit seniority.

Article 37 - Education Incentive and Training

- Adds language combining the Unit 1 and 15 funds, which shall be administered together.
- Adds language increasing the individual limit from \$5,000 to \$7,500.

Article 38 - Reporting On-Duty Illness or Injury

- No change

Article 39 - Medical Examinations

- No change

Article 40 - Physical Fitness and Wellness Policy

- Adds language that Troopers/Sergeants who are non-compliant with the maximum weight allowance for 12 consecutive months may voluntarily enter a program designed to help them attain compliance with the weight standards. The employee must demonstrate progress to stay in the program, which is shown by a minimum of six pounds of weight loss every three months. Participants will be reimbursed up to \$90 per month for actual costs of individual health and exercise programs for up to six months.
- Troopers/Sergeants with 20 or more years of service are exempt from the administrative separation provision of Article 40.

Article 41 - Ohio Employee Assistance Program

- No change

Article 42 - Compensation for Lost or Damaged Personal Property

- No change

Article 43 - Vacation Allowance

- Adds language to change the vacation accrual rates and eliminate the vacation dump.
- Adds language to allow the inclusion of prior service for purposes of vacation accrual only (effective July 1, 2010).

Article 44 - Holidays

- Members on 4-day, ten-hour schedule are entitled to 8 hours of holiday pay regardless of whether they work on the holiday.
- Employees on a 4-day, 10-hour schedule will only be compensated at 1 ½ times the hours worked up to a max of 8 hours. Any additional hours worked will be paid at straight time, unless the employee is in an overtime status.

Article 45 - Personal Leave

- Fact-Finder recommends freezing the accrual of personal leave beginning with the pay period ending July 18, 2009, and continuing through June 30, 2011. During the freeze, employees may designate up to 8 hours of vacation or compensatory time per quarter to use in lieu of personal leave, which shall be granted pursuant to the rules of personal leave use.
- Fact-Finder recommends a freeze on cash conversion of personal leave until the pay period ending July 16, 2011.
- Fact-Finder recommends the restoration of personal leave in the third-year of the agreement in the form of a one-time lump sum payment equal to 32 hours of personal leave or one-half the personal leave hours lost during the freeze, whichever is less, and a sick leave credit equal to 32 hours or one-half the personal leave hours lost during the freeze, whichever is less.

Article 46 - Occupational Injury Leave

- No change

Article 47 - Disability Leave

- Changes rate of pay to 67% for all new claims filed on or after July 1, 2009.

Article 48 - Sick Leave

- Adds language to allow for sick leave to be paid at 100% during the second 40 hours if it is used for outpatient surgery.
- Adds language to allow the employee to supplement sick leave with additional sick leave for sick leave requested at least 30 days in advance for a prescheduled medical appointment when a physician's statement is submitted on the first day the employee returns to work.

Article 49 - Leaves of Absence

- No change

Article 50 - Bereavement Leave

- No change

Article 51 - Court Leave

- No change

Article 52 - Military Leave

- No change

Article 53 - Olympic Competition Leave

- No change

Article 54 - Life Insurance

- No change

Article 55 - Group Health Insurance

- Incorporated OCSEA language into the Agreement.

Article 56 - Indemnification of Members

- No change

Article 57 - Death of a Member of the Bargaining Unit

- No change

Article 58 - Payment of Personal Earnings to a Deceased Member

- No change

Article 59 - Classification

- No change

Article 60 - Wages

- Fact-Finder recommends no general wage increase for the duration of the contract
- Fact-Finder recommends freezing step movement beginning with employees whose step date is July 5, 2009 or thereafter. Step movement shall resume beginning with the employees whose step date is July 5, 2011.
- Fact-Finder recommends freezing probationary step increases between July 5, 2009 and July 5, 2011.
- Fact-Finder recommends employees shall take off 10 days without pay for a total of 80 hours in both FY 10 and FY11. The loss of pay in FY10 shall equal to 3.333 hours of pay per pay period and the loss in FY11 shall be equal to 3.076 hours of pay per pay period.
- CSDs will be canvassed during the regular shift-bid period during the vacation window. A minimum of 5 CSDs must be used in the initial bid period of each fiscal year.
- Fact-Finder recommends that employees who serve any part of a fiscal year as cadets, will be required to schedule 5 CSDs after their field training.
- Leave accruals and health insurance shall not be affected by CSDs.

Article 61 - Erroneous Wage Payments

- No change

Article 62 - Longevity Pay

- No change

Article 63 - Shift Differential

- No change

Article 64 - Voluntary Cost Savings Program

- No change

Article 65 - Travel Pay

- Adds language to reimburse employees for lodging and meals at the GSA rates, effective October 1, 2009.

Article 66 - Miscellaneous

- No change

Article 67 - Copies of the Agreement

- No change

Article 68 - Hostage Leave

- No change

Article 69 - Legislative Action

- No change

Article 70 - Duration

- The contract shall expire on June 30, 2012.

Appendix A - Classifications

- Combined Unit 1 & 15 agreements

Appendix B - Layoff Jurisdictions

- No change

Appendix C – Drug Free Workplace

- No change

Appendix D – Shift Bid Exceptions

- Shift bid period is between 50 and 30 days prior to the beginning of the new assignment
- Window period is between 30 and 20 days prior to the beginning of the new assignment
- BU members notified of a transfer or those returning from separation or disability retirement prior to the closing of a shift bid period will bid at the facility they return or transfer to only if it is within 30 days from the first day of the new work schedule
- There will be no rebidding of shifts once the initial shift bid period has closed and the window period has opened.
- BU members on extended absences (disability, OIL, military leave) will only be permitted to submit a shift selection bid or window period request if they have a projected return to duty date within the 1<sup>st</sup> 7 days of either 3 month period of the new schedule.
- If two units have been approved for a post to post transfer, the units will take over the shift being vacated at the post they are transferring to.

Appendix E – Seniority MOU

- Strikes language that an employee entering Unit 1 from an exempt position will not have seniority reinstatement rights.
- Strikes language “for employees entering Unit 1 after February 1, 1992.”

Appendix F – Dog Handler Drug Testing Policy (Unit 1)

- Moved from Article 70
- No change

Appendix G – Child Care (Unit 1)

- Moved from Article 71
- No change