CONTRACT

Between

THE STATE OF OHIO
And

The Fraternal Order of Police
Ohio Labor Council, Inc.
Unit 1

1986-1988

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ARTICLE 1 - AGREEMENT

This Agreement is made and entered into at Columbus, Ohio, this twenty-fourth day of April, 1986, pursuant to the provisions of Chapter 4117 of the Ohio Revised Code by and between the State of Ohio, represented by the Office of Collective Bargaining, hereinafter referred to as "Employer" and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as "Labor Council" or "Employee Organization."

It is understood that the Lodges of the Fraternal Order of Police are constituent groups of the Ohio Labor Council and that the Labor Council may share time and other resources provided to it by this Agreement with the nine (9) Fraternal Order of Police Lodges which have a membership open to troopers. The use of any such time or resources will be under the auspices of the Labor Council.

The Fraternal Order of Police Lodges are independent organizations, not engaged in collective bargaining, whose membership is open to all sworn law enforcement officers. The Fraternal Order of Police Lodges will not be operated as collective bargaining agents or employee organizations as that term is used in Chapter 4117, O.R.C.

This Agreement is made for the purpose of promoting cooperation and harmonious labor relations among the Employer, employees of the bargaining unit, and the Labor Council for the public interest, establishment of an equitable and peaceful procedure for the resolution of differences and to protect the public interest by assuring the orderly operations of the State government.

ARTICLE 2 - EFFECT OF AGREEMENT - PAST PRACTICE

This Agreement is a final and complete agreement of all negotiated items that are in effect throughout the term of the

Agreement. No verbal statements shall supersede any provisions of this Agreement.

Fringe benefits and other rights granted by the Ohio Revised Code which were in effect on the effective date of this Agreement and which are not specifically provided for or abridged by this Agreement will continue in effect under conditions upon which they had previously been granted throughout the life of this Agreement unless altered by mutual consent of the Employer and the Labor Council.

ARTICLE 3 - CONFLICT AND AMENDMENT

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

Should any provision or 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 requests 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.

ARTICLE 4 - MANAGEMENT RIGHTS

Except to the extent modified by this Agreement, the Employer reserves exclusively all of the inherent rights and authority to

manage and operate its facilities and programs. The exclusiv rights and authority of management include specifically, but ar not limited to the following:

(1) Determine matters of inherent managerial policy whic include, but are not limited to areas of discretion or policy suc as the functions and programs of the public employer, standard of services, its overall budget, utilization of technology, an organizational structure;

(2) Direct, supervise, evaluate, or hire employees;

(3) Maintain and improve the efficiency and effectiveness governmental operations;

(4) Determine the overall methods, process, means, personnel by which governmental operations are to be conducte

(5) Suspend, discipline, demote, or discharge for just caus or lay off, transfer, assign, schedule, promote, or retain employee

(6) Determine the adequacy of the work force;

(7) Determine the overall mission of the employer as a un of government;

(8) Effectively manage the work force;

(9) Take actions to carry out the mission of the public employ as a governmental unit;

(10) Determine the location and number of facilities;

(11) Determine and manage its facilities, equipmen operations, programs and services;

(12) Determine and promulgate the standards of quality an work performance to be maintained;

(13) Take all necessary and specific action during emergenc operations situations;

(14) Determine the management organization, includin selection, retention, and promotion to positions not within th scope of this Agreement.

ARTICLE 5 - UNION RECOGNITION AND SECURITY

§5.01 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 September 3, 1985 (Case no. 85-RC-04-3501). This Agreement includes all permanently appointed full and part-time employees employed in the Department of Highway Safety, Division of the Ohio Highway Patrol in classifications and positions listed in Appendix A of this Agreement. The Employer shall notify the Employee Organization of any changes in the classification plan 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.

§5.02 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.

ARTICLE 6 - NO STRIKE PROVISION

The Labor Council agrees that for the term of this Agreement they shall not strike as defined in Section 4117.01(H) of the Ohio Revised Code against the Employer, participate in or support a strike, and shall immediately, at the request of the Employer, issue a statement directing its membership to end any strike that may occur.

ARTICLE 7 - NON-DISCRIMINATION

Neither party will discriminate for or against any mem of the bargaining unit on the basis of age, sex, marital st race, color, creed, national origin, religion, handicap, poli affiliation, sexual preference or for the purpose of evading spirit of this Agreement; except for those positions which necessarily exempted by bona fide occupational qualificat due to the uniqueness of the job, and in compliance with existing laws of the United States, the State of Ohio, or Execu Orders of the State of Ohio.

Spouses shall neither supervise nor evaluate their spouse. State can continue the practice of assigning spouses to diff posts.

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

The marriage of two members of the Highway Patrol be considered in the assignments and direction of the work f If two members of the Highway Patrol marry during the of this Agreement, the Patrol may assign them to different p

Married members of the Highway Patrol will be assig to adjoining posts.

ARTICLE 8 - F.O.P. TIME

§8.01 Labor Council Delegate and Officer Leave

A bank of three thousand (3,000) hours for each ye the Agreement of unpaid time off will be made availabl Labor Council delegates and officers for Labor Council bus at the discretion of the Labor Council. This unpaid leave be used in conjunction with paid time such as compens time, personal leave and holiday compensatory time at the op of the specific delegate or officer. If such leave is use

conjunction with vacations, employees must give twenty-one (21) days notice.

The Labor Council will notify the Employer of the names of those employees who may use this unpaid leave. The Labor Council will notify the Employer of the dates of all conferences and conventions to which delegates may be sent three (3) months in advance of the event.

Other uses of time by union officers will require notice of fourteen (14) calendar days to the Post Commander. In the event of an emergency, as defined by Article 66 of this Agreement, this leave may be cancelled.

§8.02 Associate Time

The Labor Council may designate one Labor Council Associate and alternate at each Division facility. The Labor Council Associates are Union Stewards as that term is generally used. The Associate or alternate will be permitted time off, as set forth below, during the work week to attend to administration of the Agreement. During such time, the Associate or alternate shall continue to be paid at their regular rate and shall receive all fringe benefits, seniority accrual and other benefits. When not using time for such purposes, Associates and alternates will perform their regularly assigned job duties.

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

Labor Council Associates or alternates shall investigate and process grievances for employees and represent employees as provided for in the grievance procedure contained in Article 20 on paid time with no loss of benefits. Each Associate or alternate will notify his or her Post Commander of the necessity to leave their work assignment to carry out their duties in

connection with this Agreement. Prior to conducting any under this section, Associates or alternates will see permission of the Supervising Officer as specified Employer. Permission will be granted after consideration operations of the Patrol. Such permission will not be unrea withheld. If it should become necessary to deny such p in connection with the investigation or processing of a gr the time provided in the grievance procedure for acti taken by the Labor Council will automatically be extend extensions will be calculated by adding one (1) work to the time limits for each day on which the Labor Associate or alternate is denied paid time to carry o duties in connection with this Agreement.

Upon entering any work area other than their own a to engaging in any steward duties, the Associate sha to the supervisor of the work area. He shall identify th of the activity he is to perform.

The Labor Council shall provide written notificatio Employer of the appointment of Associates or alterna to such appointment being effective. No appointment recognized until written notification is received by the Em

§8.03 Contact with Employees

When contacting the employee, the Labor Council re ative or Associate will first seek the permission of the en Post Commander or equivalent supervisor. Contact granted provided it does not unreasonably disru operations.

Labor Council representatives or Associates sha reasonable visitation privileges to posts and work sta purposes of administering this Agreement, provided privilege will be exercised in a manner so as not to unre interfere with operations or the duties of the emplo only after seeking permission of the Post Comma

equivalent supervisor. Such visitation privileges may include the purpose of explaining Labor Council or Fraternal Order of Police membership, services, or programs.

§8.04 Attendance at Funerals for Highway Patrol Officers Killed in the Line of Duty

Up to two (2) uniformed State Highway Patrol members may receive leave without pay to attend the funeral of State Highway Patrol Officers or State Police Officers killed in the line of duty. Such permission will not be unreasonably denied. No expenses associated with such leave will be paid by the Employer.

§8.05 Negotiating Committee

The Labor Council Bargaining Committee shall consist of seven (7) bargaining unit employees. Members of the negotiating team shall be granted paid administrative leave for the time of each negotiating session. Paid administrative leave shall be limited to eight (8) hours for each day of negotiations. The Highway Patrol will assign persons assigned to the bargaining team to the day shift with weekends off. If negotiations are suspended for any extensive period of time, the members of the negotiating team will be returned to their normal work schedule. Administrative leave shall be limited to a total of one hundred sixty (160) hours for each employee involved in the negotiations process. All travel, lodging, and meal expenses of the employees involved shall be the responsibility of the employee organization. Members of the Labor Council's bargaining team shall not use State vehicles for transportation to bargaining sessions.

§8.06 Meetings and Facilities

The use of conference rooms at Patrol posts and/or the Academy by the Labor Council for meetings for off-duty bargaining unit employees shall be permitted. Requests for the use of facilities must be in writing and submitted at least forty-eight (48) hours in advance to the facility administrator. The facility administrator or his/her designee may disapprove the

use of the requested facility if it would disrupt the normal rou
of business and/or prior commitments which have
approved. The meetings shall not disrupt the duties of
employees or the efficient and effective operations of the P
posts or Academy. The Labor Council will be responsible
the condition of the facilities during the time of usage and
be required to restore it to an acceptable condition
completion of the meeting.

§8.07 Cadet Class Orientation

The Labor Council shall be given the opportunity to ad
each class of Highway Patrol Cadets as a regular part of
training program during the final two (2) weeks of trai
This presentation will not last longer than fifty (50) min
or one class period and may be made only once per cla
a time mutually agreed to in advance by the Empl
Organization and the Ohio State Highway Patrol Acad
Commandant.

ARTICLE 9 - DUES DEDUCTION

**§9.01 Deduction of Dues for the Fraternal Order of Po
Ohio Labor Council, Inc. and Affiliated Lodges**

The Employer agrees to deduct from the wages of
employee, who is a member of the Labor Council, all L
Council membership dues uniformly required. The Labor Co
will notify the Employer annually of the dues it charges
its current membership, and will update this informatio
needed.

The Employer agrees to deduct from the wages of any High
Patrol Trooper (Classification Number 26711) who is a me
of an affiliated Lodge of the Fraternal Order of Police (L
Number 145, 146, 147, 148, 150, 151, 152, 153 and 15
Lodge dues uniformly required. The Labor Council will

the Employer annually of the dues it charges and its current membership and will update this information as needed.

The Employer agrees to deduct from the wages of any employee, other than a Highway Patrol Trooper, who is an affiliate member of a Fraternal Order of Police Lodge listed above, all Lodge affiliate dues uniformly required. The Labor Council will notify the Employer annually of the dues it charges affiliate members and its current membership and will update this information as needed.

§9.02 Fair Share Fee

When the exclusive representative provides the Employer with a written statement indicating that a majority of the bargaining unit employees are in favor of enacting a service fee, or as of the date that more than sixty percent (60%) of the employees of the bargaining unit become dues paying members of the Labor Council or Fraternal Order of Police lodges, then all members of the bargaining unit shall either become dues paying members of the Fraternal Order of Police, Ohio Labor Council, Inc. or as a condition of continued employment, remit to the Labor Council a fair share fee in the amount of sixteen dollars ($16.00) per month per person, in accordance with the provisions of the Ohio Revised Code section 4117.09(C). This amount shall be deducted from the wages of all such non-member employees on the same basis as the deductions made for dues from members of the Labor Council. Nothing in this section shall be construed to require any employee to become a member of the Labor Council or a member of any Lodge of the Fraternal Order of Police.

§9.03 Payment of Dues Deduction and Fair Share Fees

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

All dues and fair share fees collected shall be paid by Employer once each month to the Fraternal Order of P Ohio Labor Council, Inc. at 4222 East Broad Street, Colun Ohio 43213. No fees will be charged for this deduction.

ARTICLE 10 - BALLOT BOXES AND ELECTI

The Labor Council shall be permitted, after providing notification to the Superintendent, to place ballot box Highway Patrol Posts for the purposes of collecting mem ballots on either approval or disapproval of a fact finder's r ratification of the Agreement, or election of officers and del of the exclusive bargaining agent as specified in Article this Agreement.

Ballot boxes will be under such supervision as de appropriate by the Labor Council, and the Employer shall no responsibility for the conduct of elections. All balloting supervision of ballot boxes shall be on off-duty time. Appro representatives from the Labor Council and the Employe meet to establish the location of the ballot box at each post

ARTICLE 11 - FRATERNAL ORDER OF POL OHIO LABOR COUNCIL BULLETIN BOARI

The Highway Patrol shall provide a suitable bulletin or an appropriate alternative space for the use of the Council at each work facility for the purpose of posting bull notices and other materials affecting the employees i bargaining unit. The posting of any Labor Council ma shall be restricted to such bulletin board space except th each work location where a bulletin board is not provid the Labor Council, the Highway Patrol shall designa appropriate alternative space where such materials may be p Any material posted will be dated and signed by the appro Labor Council and Patrol representative prior to such post

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

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

ARTICLE 12 - INTEROFFICE MAILING SYSTEM

The Labor Council shall be allowed to use the existing intra-departmental mail system of the Employer. Such use must be reasonable as to size and volume sanctioned by the Labor Council in accordance with prescribed policies of the Employer. The Employer shall be held harmless for the deliveries stemming from such use. All use of various facilities shall relate to the matters listed below:

1. Recreational and/or social affairs;
2. Appointments;
3. Elections;
4. Results of elections;
5. Meetings.

No literature involving political activity prohibited by the Ohio Revised Code 124.57 shall be distributed.

The Labor Council's use of the mail systems involved shall not include the U.S. mail or other commercial delivery services used by the State as part of or separate from such mail system(s). The Labor Council's use of these facilities and services shall

be the responsibility of its responsible officer or of that perso designee.

ARTICLE 13 - RIDING WITH HIGHWAY PATROL TROOPERS

In accordance with Article 8, Labor Council staff repres tatives may ride with members of the bargaining unit whene they so desire, with permission from the appropriate supervis provided that an appropriate waiver of liability is executed.

ARTICLE 14 - OHIO TROOPERS COALITION MAGAZINE

Members of the bargaining unit who participate in t publication of the Ohio Trooper's Coalition (O.T.C.) magaz will be permitted to obtain information and take photograp for magazine articles from and with other members of t bargaining unit at the various posts and patrol facilities. T O.T.C. representatives will not interfere with patrol operati or the duties of the members of the bargaining unit when obtaini this information and/or taking photographs. All such artic and photographs will be the property of the Ohio Troop Coalition. It is further provided that:

1. Such members shall not use their official positions witl the division of the Ohio State Highway Patrol for the purp of soliciting funds for the O.T.C. For the purpose of t paragraph, answering requests of verification of the legitima of the O.T.C. does not constitute solicitation of funds.

2. No divisional equipment or material shall be used by t O.T.C. District Director or designee in any manner to compl their responsibilities as an O.T.C. District Director or designe

3. The O.T.C. President shall provide a list of the O.T District Director names to the Superintendent by January of each year of the Agreement listing those who will be appro

O.T.C. District Directors for each district within the state. The O.T.C. agrees to update this list of District Directors' names immediately upon any change in the list.

4. O.T.C. magazine activity shall be conducted while in an off-duty status.

5. Permission must be obtained from the District Commander or his/her designee in advance of any informational or photographic access at any location.

6. Nothing in this Article is intended to prevent or restrict minor or limited activity of a spontaneous nature that does not impact upon the trooper's job responsibility and that does not involve the use of large amounts of time, or does involve the incidental use of Highway Patrol vehicles.

ARTICLE 15 - LABOR/MANAGEMENT COMMITTEE

It is the desire of the Employer and the Labor Council to maintain the highest standards of safety and professionalism in the Highway Patrol.

The Highway Patrol and the Labor Council shall each appoint five (5) members to the Labor/Management Committee. The purpose of this committee is to provide a means for continuing communication between the parties and for promoting a climate of constructive employee-employer relations. This committee will meet at least quarterly and discuss any issues which either party wishes to raise relating to the Highway Patrol provided that no agreement may be reached on any matter that would alter in any way the terms of this Agreement. Neither party has an obligation to act upon the issues raised.

Committee members will be paid their regular rate of pay when meeting jointly with management. Upon mutual agreement of the Labor/Management Committee, additional sub-committees may be formed to meet on issues designated by

the Labor/Management Committee. All meetings will be held while the committee members and sub-committee members are in an on-duty status.

ARTICLE 16 - HEALTH AND SAFETY

§16.01 Mutual Concern

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

§16.02 Compliance

The Employer and employees shall comply with applicable federal, state and local safety laws, rules and regulations and departmental safety rules and regulations.

§16.03 Equipment

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

§16.04 Unsafe Conditions

All employees shall report promptly unsafe conditions to their supervisors. If the supervisor does not abate the problem, the matter should then be reported to the appropriate District Commander or designee. In such event, employees shall not be disciplined for reporting these matters to these persons. The appropriate District Commander or designee shall attempt to abate the problem or will report to the employee or his/her representative in five (5) days or less reasons why the problem cannot be abated in an expeditious manner.

§16.05 Unsafe Equipment

The Employer will not instruct an employee to operate any equipment which anyone in the exercise of ordinary care would reasonably know such operation might cause injury to the employee or anyone else. An employee shall not be subject to

§18.06 Notification of Disciplinary Action

When an internal 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 a reasonable period of time after conclusion of the investigation. Internal 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.

§18.08 Disciplinary Action

Disciplinary action shall be instituted within two (2) years of the occurrence except in the event of an ongoing criminal investigation or prosecution of the employee.

§18.09 Off-Duty Status

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

ARTICLE 19 - DISCIPLINARY PROCEDURE

§19.01 Standard

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

§19.02 Administrative Leave

Upon verbal notification followed within twenty-four (24) hours by written delineation of the reasons, an employee may be placed upon administrative leave with pay. The employees will not lose any pay, fringe benefits or seniority as the result of administrative leave.

Administrative leave may be instituted as the result of the Highway Patrol's reasonable belief that the employee participated in an event or was in a condition of significant consequence

to the Highway Patrol, the employee, or the public. Such administrative leave with pay shall be for the purpose of investigating the event or the condition. Administrative leave with pay shall not be considered discipline and is not subject to the grievance procedure as long as no loss of pay or benefits is incurred by the employee.

§19.03 Length of Suspensions

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

§19.04 Pre-suspension or Pre-termination Hearing

When the Employer initiates disciplinary action which is covered by this Article, written notice of a pre-disciplinary hearing shall be given to the employee who is the subject of the pending discipline. Written notice shall include a statement of the charges, recommended disciplinary action, a summary of the evidence being brought against the employee and the date, time and place of the hearing. A hearing officer shall be appointed. Said hearing officer shall be a member of the general headquarters staff or district staff, as appointed by the Director of Highway Safety or his/her designee, who is neutral and detached and has not been involved in the incident or investigation giving rise to the discipline.

The employee may waive this hearing if the employee so desires. The hearing shall be scheduled no earlier than three (3) days following the notice to the employee. Absent any extenuating circumstances, failure to appear at the hearing will result in a waiver of the right to a hearing.

A member who is charged, or his representative, may make a written request for continuance of up to forty-eight (48) hours. Such continuance shall not be unreasonably requested nor denied. A continuance may be longer than forty-eight (48) hours if mutually agreed by the parties.

If either party makes a tape recording or transcript of the hearing, such recording or transcript shall be made available to the other party upon request.

The employee has the right to have a representative of his/her choice present at the hearing. The employee or his/her representative and the Highway Patrol's representative have the right to cross-examine any witnesses at the hearing or have voluntary witnesses present at the hearing to offer testimony provided, however, that the Employer maintains the right to limit the witnesses' testimony to matters relevant to the proposed suspension or termination and to limit redundant testimony. The Employer shall first present the reasons for the proposed disciplinary action. The employee may, but is not required to, give testimony.

After having considered all evidence and testimony presented at the hearing, the hearing officer shall, within five (5) days of the conclusion of the hearing, submit a written recommendation to the Director of Highway Safety, the Superintendent and the employee involved.

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

The Director of Highway Safety or his/her designee shall render a decision within a reasonable period of time to accept, reject or modify the recommendations.

The employee shall be notified by the Director of Highway Safety or his/her designee for final disposition of the statement of charges.

§19.05 Progressive Discipline

The following system of progressive discipline will be ordinarily followed:

1. Verbal Reprimand (with appropriate notation in employee's file);
2. Written Reprimand;

3. Suspension;
4. Demotion or Removal.

However, more severe discipline (or a combinat disciplinary actions) may be imposed at any point if the inf or violation merits the more severe action.

ARTICLE 20 - GRIEVANCE PROCEDUR

§20.01 Statement

The State of Ohio and the Fraternal Order of Police Labor Council, Inc., recognize that in the interest of harm relations, a procedure is necessary whereby employees assured of prompt, impartial and fair processing of grievances. Such procedure shall be available to all barg unit employees and no reprisals of any kind shall be taken a any employee initiating or participating in the grie procedure.

§20.02 Definitions

1. Grievance - The word "grievance" as used in this Agre refers to an alleged violation, misinterpretation or misappli of a specific article or articles, section or sections o Agreement.

2. Disciplinary Grievance - refers to a grievance inv a suspension, removal or a reduction in pay and/or positio

3. Day - The word "day" as used in this Article means cal day, and times shall be computed by excluding the first including the last day, except when the last day falls on a Satu a Sunday or a legal holiday, the act may be done on the succeeding day which is not a Saturday, Sunday or legal hol

§20.03 Specific Provision

The grievant shall cite on the grievance form the spe article(s), section(s) or combination thereof that the grie alleges to have been violated. Failure to cite said provisio

provisions shall relieve the Employer of any obligation to process the grievance.

§20.04 Grievant

A grievance under this procedure may be brought by any bargaining unit member who believes himself/herself to be aggrieved by a specific violation of this Agreement. Where a group of bargaining unit members desire to file a grievance involving an alleged violation which affects more than one (1) member in the same way, the grievance may be filed by the Fraternal Order of Police, Ohio Labor Council, Inc. provided that at least one (1) member so affected signs the grievance. Grievances so initiated shall be called class grievances. The title on the grievance shall bear the name of the one (1) affected member plus the designation *et al.* Class grievances shall be filed within fourteen (14) days of the date on which any of the like affected grievants knew or reasonably should have had knowledge of the event giving rise to the class grievance. Class grievances shall be initiated directly at the third step of the grievance procedure.

The bargaining agent shall not attempt to process as grievances, matters which do not constitute an alleged violation of the Agreement.

§20.05 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 in regard to that issue shall take place.

§20.06 Grievance Procedure

The following are the implementation steps and procedures for the handling of grievances:

Preliminary Step:

A member having a complaint shall first attempt to resolve it informally with his or her immediate supervisor at the time

the incident giving rise to the grievance occurs. At this step the grievant may have a Labor Council representative present to represent him/her if the grievant so desires. Within three (3) days from the conclusion of the meeting, the supervisor will advise the grievant of his/her decision and complete a standard form indicating that the preliminary step was conducted. If the member is not satisfied with the result of this informal meeting he/she may pursue the formal steps which follow.

Step 1 - Post Commander or Equivalent Supervisor or Designee

A member who is not satisfied with the response of the supervisor in the preliminary step, may request a Step 1 hearing. A member having a grievance shall present it to his or her Post Commander or equivalent supervisor within fourteen (14) days of the date on which the grievant knew or reasonably should have had knowledge of the event giving rise to the grievance.

Grievances submitted beyond the fourteen (14) day time limit will not be honored. In addition, if the requirements of the preliminary step have not been attempted, the employer shall have no obligation to process the grievance. The grievance at this step shall be submitted to the Post Commander or equivalent supervisor in writing using a form mutually agreed upon. The grievance forms may be obtained at each facility. On this form the grievant shall specify the article, section or combination thereof of the Agreement which he or she alleges has been violated, and specify the remedy sought. The Post Commander or equivalent supervisor shall indicate the date and time of his or her receipt of the form. Within five (5) days of the Post Commander's or equivalent supervisor's receipt of the written grievance, he or she shall schedule a meeting with the grievant to discuss the grievance. A Labor Council representative shall attend this meeting. He/she may represent the grievant if

requested to do so by that person. The Post Commander or equivalent supervisor 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 Fraternal Order of Police, Ohio Labor Council, Inc., within nine (9) days of the meeting required above.

Step 2 - District or Section Commander or Equivalent Supervisor or Designee

Should the grievant not be satisfied with the written answer received in Step 1, within ten (10) days after receipt thereof, the grievant, may appeal the grievance to the District or Section Commander or equivalent supervisor and request that the meeting contemplated by this step be scheduled by mailing or otherwise delivering a copy of the grievance form to that supervisor.

Upon receipt of the grievance, the District or Section Commander or equivalent supervisor shall indicate the date and time of his/her receipt on the grievance form and shall schedule a meeting to be held within ten (10) days to discuss the grievance.

A Fraternal Order of Police, Ohio Labor Council representative shall attend this meeting. He/she shall represent the grievant, if such representation is desired by the grievant.

Within seven (7) days of this meeting, the District or Section Commander shall respond to the grievance by writing his or her answer on the form and returning a copy to the grievant, and a copy to the Fraternal Order of Police, Ohio Labor Council, Inc.

Step 3 - Director/Superintendent or His/Her Designee

Should the grievant not be satisfied with the written answer received in Step 2, within ten (10) days after receipt thereof, the grievant may appeal the grievance to the Director/ Superintendent or a 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/

Superintendent or a designee. Upon receipt of the grieva the Director/Superintendent or a designee shall schedul meeting to be held within fifteen (15) days to discuss the grieva

A Fraternal Order of Police, Ohio Labor Cou representative shall attend this meeting. He or she may repre the grievant, if such representation is desired. The Direc Superintendent or a designee shall render their decision in wri and return a copy to the grievant and the Fraternal Orde Police, Ohio Labor Council, Inc. within thirteen (13) days a the meeting with the grievant.

Step 4

If the grievant or the Fraternal Order of Police, Ohio La Council, Inc. is not satisfied with the written answer rece at Step 3, within ten (10) days after receipt thereof, the Frate Order of Police, Ohio Labor Council may appeal to the Dire of the Office of Collective Bargaining. The appeal shall be m in writing by mailing a copy of the grievance form to the Dire along with any other supporting documentation. No hearing sl be held. The Director of the Office of Collective Bargain or his/her designee shall review the documents submitted, is a decision in writing and return copies to the grievant, the La Council, and the Director/Superintendent of the Highway Pa within twenty (20) days of receipt of the appeal.

Step 5

If the Fraternal Order of Police, Ohio Labor Council, I is not satisfied with the answer at Step Four, (Step Three disciplinary cases), it may submit the grievance to arbitrati under the provisions of Section 20.07 of this Article, by writt notice of its desire to do so, presented to the Director of t Office of Collective Bargaining and a copy to the Direct Superintendent of the Ohio Highway Patrol, within fifteen (1 days after receipt of the decision in Step Four.

§20.07 Arbitration

1. Arbitration Panel

Within thirty (30) days after this Agreement becomes effective, the parties (The Office of Collective Bargaining and the Fraternal Order or Police, Ohio Labor Council, Inc.) shall select a panel of arbitrators. The panel shall be assigned cases in rotation order designated by the parties. Each arbitrator shall serve for the duration of this Agreement, unless his/her services are terminated earlier by 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 settling any grievances previously heard. A successor arbitrator shall be selected by the parties.

The panel shall consist of at least six (6) and no more than eight (8) arbitrators. Each party shall propose ten (10) names. Each party shall strike at least six (6) names from the other party's list and may strike as many names as the striking party desires. If fewer than six (6) names are left when the lists are combined, each party shall submit a new list with ten (10) additional names on it and the process shall be repeated. The parties may agree to an alternative method of selecting arbitrators.

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 on the list of arbitrators chosen at random, for resolution, whose decision will be binding on the parties.

Within sixty (60) days of the effective date of this Agreement, the parties will mutually agree on a set of rules of arbitration. Insofar as is practical the rules will be based on the Voluntary Rules of the American Arbitration Association that are applicable to this Agreement.

2. Witnesses

The Employer agrees to allow witnesses time off to attend the hearing.

3. Expenses

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

b. If one (1) party desires a transcript of the proc the total cost for such transcription shall be paid by th desiring the transcript. If the other party desires a cop the total cost for such transcription shall be shared equ both parties. The parties agree that normally transcripts be requested.

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

4. The parties may be represented by their represe or legal counsel. More than one issue may be submitte same time to arbitration, particularly if they are related other.

5. Arbitration Decisions

The arbitrator shall render his/her decision as quic possible, but in any event, no later than thirty (30) day the conclusion of the hearing unless the parties agree oth The arbitrator shall submit an account for the fees and ex of arbitration. The arbitrator's decision shall be submi writing and shall set forth the findings and conclusion respect to the issues submitted to arbitration.

The arbitrator's decision shall be final and binding up Employer, the Fraternal Order of Police, Ohio Labor C Inc. and the employee(s) involved, provided such de conform with the Law of Ohio and do not exceed the jurisc or authority of the arbitrator as set forth in this Articl grievance procedure shall be the exclusive method of res grievances.

6. Arbitrator Limitations

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.

7. Subpoena

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

b. When the arbitrator determines that so many employees from the same facility have been subpoenaed that it would impede the ability of the Employer to carry out its mission, or inhibit the Employer's ability to conduct an efficient operation, he/she shall make arrangements to take the testimony desired 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.

8. 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.

9. Issues

Prior to the start of an arbitration under this Article, the Employer and the Fraternal Order of Police, Ohio Labor Council,

Inc. shall attempt to reduce to writing, the issue or issue be placed before the arbitrator. In cases where such a staten of the question is submitted, the arbitrator's decision shall add itself solely to the issue or issues presented and shall not imp upon either party any restriction or obligation pertaining to matter raised in the dispute which is not specifically related the submitted issue or issues.

§20.08 Disciplinary Grievances

1. An employee with a grievance involving a suspensi demotion, or discharge shall file his/her grievance at the S 3 level within fourteen (14) days of notification of such actio

2. Disciplinary grievances shall be submitted to expedi arbitration by written notice to the Director of the Office Collective Bargaining with a copy to the Director/Superintend or designee within ten (10) days of receipt of the Step 3 decisi

3. Unless mutually agreed otherwise, arbitrations involvi suspensions, demotions or discharges shall be held within thi (30) calendar days. In the event the next arbitrator on the rotati list is unable to convene a hearing within thirty (30) days, t parties shall seek an alternate arbitrator by taking the next list arbitrator on the list who can meet the scheduling requirement

4. Probationary employees shall not file grievances regardi any disciplinary matter.

5. Disciplinary arbitration hearings will be conducted as other arbitrations except that at the conclusion of the hearin the arbitrator may issue a bench ruling sustaining or denyi the grievance or modifying the discipline imposed or issue short written decision within five (5) days of the close of t hearing. If a written decision is issued, it shall include only statement of (1) the granting of the grievance, or (2) a deni of the grievance or (3) a modification of the discipline impose and a short explanation of the reasoning leading to the decisio

6. Expedited Procedure

For all disciplinary grievances except removal/terminations the following procedure shall apply:

a. The parties agree that there will be only a limited number of witnesses called. Rather, each party will reduce to writing its version of what happened along with the names of any witnesses to the incident(s) giving rise to the discipline or any facts surrounding same. The parties will exchange these written statements at least fifteen (15) days prior to the arbitration hearing.

b. Each party shall then have the responsibility of collecting written notarized statements from any witnesses they desire. Such witness statements shall be exchanged at least five (5) days prior to the scheduled hearing. These notarized statements shall be received by the arbitrator and considered as evidence. Any party wishing to cross examine on the contents of a notarized statement shall subpoena that person or ask them to voluntarily appear.

c. On the day of the hearing, the arbitrator shall consider the arguments of the representative of each party, and the written statements and notarized witness statements. Documents may be entered by either side without the necessity of identification by a witness.

d. This expedited procedure shall apply to all disciplinary suspensions, demotions and/or reductions.

e. Termination/Removal cases may be held pursuant to this procedure at the option of the grievant and the bargaining agent.

7. Verbal reprimands shall not be grievable under this Agreement.

8. Written reprimands shall be grievable. They shall be filed directly at level 3 which shall be the final level of review. Written reprimands shall not be subject to arbitration under this Agreement.

§20.09 Representation

1. In each step of the grievance procedure outlinec Article, certain specific representatives are given app attend the meetings therein prescribed. It is expected the usual grievance, these plus the appropriate E representatives will be the only representatives in atten such meetings. However, it is understood by the part in the interest of resolving grievances at the earliest step of the grievance procedure, it may be beneficial th representatives or witnesses, not specifically designated attendance.

Therefore, it is intended that either party may bring ad representatives or witnesses to any meeting in the gr procedure, but only upon advance mutual agreement parties specifically designated to attend providing such ad representatives have input which may be beneficial in atte to bring resolution to the grievance.

2. An employee-grievant and the Labor Council em representative acting as an Associate in accordance with 8 shall be allowed time off with pay from regular dut attendance at scheduled meetings under the grievance pro An employee-grievant and the Labor Council em representative acting as an Associate in Accordance with 8 will not receive overtime pay to engage in grievance ac provided herein; however, grievance meetings at Step 1 an 2 shall usually be held during normal working hours.

3. Employees shall have the right of Fraternal Order of Ohio Labor Council representation and/or counsel upon r at each step of the grievance procedure. The Fraternal of Police, Ohio Labor Council, Inc. shall be the exc representative of the employee in all matters pertaining enforcement of any rights of the employee under the pro of the Article.

§20.10 Miscellaneous

1. The grievant or the Fraternal Order of Police, Ohio Labor Council representative and management, may mutually agree, at any step, to a short 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 employee-grievant or Fraternal Order of Police, Ohio Labor Council, Inc. 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 Highway Patrol and that decision will be final. Except as provided above, grievances must be processed by the Employer whether or not grievants or Fraternal Order of Police, Ohio Labor Council representatives attend the meetings provided for in this Article in accordance with the time limits set out herein.

2. By mutual consent, the parties may waive a hearing and submit the issue on written materials only, or by mutual consent, may alter any of the procedures set forth in this Article.

ARTICLE 21 - WORK RULES

§21.01 Copies of Work Rules

The employer agrees that existing work rules and directives shall be reduced to writing and be made available to affected employees at each work location. To the extent possible, new work rules and directives shall be provided to the Ohio Labor Council two (2) weeks in advance of their implementation. In the event that the Labor Council wishes to present the views

of the bargaining unit regarding a new work rule or dir a time will be set aside at the regularly scheduled I Management Committee meeting. The issuance of work and directives is not grievable. The application of such and directives is subject to the grievance procedure.

§21.02 Application

All work rules and directives must be applied and interp uniformly as to all members. Work rules or directives c violate this Agreement. In the event that a conflict exi arises between a work rule and the provisions of this Agree the provisions of this Agreement shall prevail.

ARTICLE 22 - HIGHWAY PATROL DISPATCHI

§22.01 Meal Breaks

The Highway Patrol will provide a lunch break for Dispat when possible. When there is an officer available, the supervisor will attempt to relieve the Dispatcher for a l break, not to exceed one-half (1/2) hour, at or near the half point through the shift. If this is not feasible due to the offi work load, then a break will be provided when feasible. If du the break, a situation arises that it is necessary for the of to return to his duties, the Dispatcher will return to dispatc duties.

§22.02 Uniforms

The State Highway Patrol will provide a uniform for Dispatchers by January 1, 1987 or as soon thereafter practicable and will provide for reasonable dry cleaning of uniforms. The uniform will be replaced by the Highway Pa at no cost to members if the equipment is worn out, damag lost, or stolen through no fault of the employee. The type components of uniform will be determined by the Lab Management Committee.

§22.03 Riding With Troopers

Inasmuch as management and the Labor Council realize the Dispatchers riding with line Troopers is beneficial to both parties, it is agreed that Dispatchers will be permitted to ride with Troopers once per quarter not to exceed four (4) paid hours per shift.

Scheduling of such rides will be done with the facility administrator.

This four (4) hour training period may be required for any Dispatcher to improve the employee's performance if needed within their first five (5) years of employment.

§22.04 Highway Patrol Radio Dispatcher 2

During fiscal year 1987 the Highway Patrol will institute an experimental plan to develop the classification of the Highway Patrol Dispatcher 2 or other suitable title with the Personnel Division of the Department of Administrative Services. No more than ten (10) positions will be allocated to the classification by the end of the fiscal year 1987. Further continuation and expansion of the plan will be subject to approval by the State Highway Patrol, Office of Budget and Management and the Personnel Division of the Department of Administrative Services. The employee representative will be consulted by those departments when they conduct their evaluation. Subject to the limitations of the above paragraph, it is the intent of the parties to implement the program on a statewide basis.

§22.05 LEADS Manual

The Highway Patrol will make all reasonable effort to maintain and update the LEADS manual.

§22.06 Road Condition Hotlines

The Ohio Labor Council will be informed of the results of a current experiment in one of the districts using a road condition hotline. Further discussion of the continuation or expansion of

this plan will occur in the Labor/Management Commit the next fiscal year.

§22.07 Health and Safety

The Highway Patrol recognizes the importance of many l and safety issues which have been brought to the negot table by the exclusive representative and the member c bargaining team representing the Dispatchers' concerns. (the breadth of these concerns, the Employer and the exc representative feel that the concerns shall be referred to the H and Safety Committee in Article 16 so that they may re the attention which they deserve.

§22.08 Health and Safety Study of Noise Levels

The Highway Patrol will contact the Occupational Safety Health Administration, Division of Industrial Relations request it to conduct a health and safety study of the l levels to which members in the classifications of Dispatcher Radio Technician are exposed. The results of that study be binding on the parties. The Highway Patrol agree implement any recommendations as soon as practicable.

§22.09 Prisoners

Dispatchers will not conduct searchers of any prisoner watch or observe any prisoners brought to a post by a enforcement officer, although they may witness signatures.

ARTICLE 23 - PILOTS

Pilots in the State Highway Patrol shall receive an additio ten percent (10%) of the minimum rate of their classificat base rate pay as a professional achievement pay supplement.

ARTICLE 24 - HIGHWAY PATROL RADIO TECHNICIANS

§24.01 Equipment

The Highway Patrol will provide and maintain all uniform equipment for Radio Technician members of the bargaining unit at no cost to unit members. Issued equipment may be replaced or repaired by the Patrol, at its discretion, if such equipment is worn out, damaged or stolen through no fault of the employee.

Uniforms including steel-toed shoes will be provided for all Radio Technicians on the same basis as provided for all other uniformed employees. The type of uniform will be determined in agreement with the Fraternal Order of Police, Ohio Labor Council, Inc. at a Labor/Management meeting.

Pagers will be provided to Radio Technicians when they are on call.

§24.02 Use of Patrol Cars

If a Radio Technician is required to drive a marked Patrol car or cruiser during the performance of the employee's duties, the employee will not be required to make law enforcement stops, but will be required to notify the nearest Post of an incident requiring Patrol attention. When marked Patrol cars are used by Radio Technicians, such automobiles will display "In-Transit" signs.

§24.03 Radio Workshops

The Highway Patrol and the Labor Council agree to refer to the Labor/Management Committee matters of concern which relate to improvements of the radio workshops.

§24.04 Radio Technicians Training

Radio Technicians will not repair any equipment without appropriate and adequate training.

§24.05 Radio Technician Study

The State shall conduct a study of the duties of Radio Technicians to properly set them forth for their supervisors.

ARTICLE 25 - UNIFORMS, WEAPONS, EQUIPMENT

§25.01 General Provisions

The Highway Patrol will provide all uniforms, equipmen accessories, weapons, ammunition, and supplies for maintainin issued equipment at no cost to the members of the bargainin unit. Equipment and uniforms will be replaced or repaired b the Highway Patrol at no cost to members if the equipmer is worn out, damaged or stolen.

§25.02 Patrol Vehicles

The Highway Patrol may assign departmental vehicles fo certain employees to use to properly perform their duties. Suc vehicle assignments are based upon responsibilities of the emplo and in part, on an employee's availability to return to duty i a timely fashion when an emergency situation arises. The us of divisional vehicles is for official business purposes only an not for pleasure or personal use. If departmental vehicles ar unavailable and an employee is required to use the employee's own vehicle for official business purposes, the employee will be reimbursed at a rate established by the Internal Revenue Service.

No employee will lose the opportunity to drive a marked motor vehicle to and from his or her residence as a result of the location of that residence; as disciplinary action taken against an employee; or as the result of the marital status of the employee.

No employee who is married to another employee of the Employer shall be denied the right to drive a marked motor vehicle to and from his or her residence when one or the other spouse involved has been transferred or is assigned to another patrol car.

Patrol cars will be equipped with at least one take-down light and a mounted spotlight when the construction of the cars accommodates their installation. Plugged tires will be used as

spare tires only. Patrol cars will be equipped with one (1) pair of rubber, surgical-type gloves and one (1) pair of heavy duty, fire-resistant type gloves.

§25.03 Uniforms and Dry Cleaning

The Highway Patrol shall issue uniform clothing adequate for the protection of its employees.

The Highway Patrol shall pay all reasonable charges for dry cleaning of assigned uniform clothing. Issued shoes, including steel-toed shoes for Radio Technicians, will be replaced or repaired as needed.

§25.04 Hats

Troopers will not be required to wear hats while in cruisers.

ARTICLE 26 - HOURS OF WORK AND WORK SCHEDULES

§26.01 Permanent Shifts

Permanent shifts shall be established. Shift assignments will be made by the facility administrator on the basis of seniority on March 1st and September 1st of each year. The assignments made on March 1st will be for the period from September 1st to February 28th, and the assignments made on September 1st will be for the period from March 1st to August 31st. In accordance with this section, shift assignments will be permanent and no rotation of shifts will occur. The normal work week shall be forty (40) hours.

§26.02 Report-in and Computation Time

Employees shall be at their work sites, report-in location or headquarters location promptly at their shift starting time. Employees who must begin work at some location other than their actual work location or report-in location shall be paid from the time they leave their residence until the time they return to their residence.

§26.03 Meal Breaks

Employees shall receive a paid meal break, not to exceed one-half (1/2) hour, during each tour of duty. Troopers shall be subject to emergency calls during this meal break.

§26.04 Split Shifts

Members of the bargaining units will not be required to work any split shifts except in local emergency situations.

§26.05 Double Backs

At any time when the starting times of shifts worked by a member are less then twenty-four (24) hours apart, the member will receive one and one-half (1-1/2) times his or her hourly rate, including premium pay for the second shift worked, except in local emergency situations. A shift worked immediately following a report-back will not be considered a double back for pay purposes under this Article.

§26.06 Area Assignments

On any shift, assignments to patrol areas will be rotated equitably.

§26.07 Technicians

Radio Technicians shall be scheduled Monday through Friday on the day shift.

ARTICLE 27 - DELETED

ARTICLE 28 - DELETED

ARTICLE 29 - SHIFT TRADE

By mutual agreement between the involved employees and the Post Commander or equivalent supervisor, members of the bargaining unit may trade posted work days. Approval for such shift trade shall not be unreasonably denied by the Post Commander or equivalent supervisor.

ARTICLE 30 - TRANSFERS/PAYMENT FOR MOVING EXPENSES

§30.01 Transfers

Members of the bargaining unit will be transferred as provided below:

Should the Employer desire to fill a position by transfer, the position will be posted at all Highway Patrol facilities for a period of seven (7) calendar days. All personnel in the affected classification shall have the right to bid on the position. Selection of the person to be transferred shall be based upon ability and seniority. If no bid is received, the most junior employee shall be transferred.

§30.02 Moving Expenses

Moving expenses will be authorized and paid by the Employer for employees when the transfer has been initiated by the Employer. Moving expenses will be reimbursed according to procedures established by the Superintendent. Moving expenses will be determined by obtaining three (3) bids from licensed moving companies, who are authorized to operate in this state by the Public Utilities Commission of Ohio.

Moving expenses will not be granted when the transfer is at the request of the individual or the initial move of the cadets upon graduation and assignment from the Academy.

§30.03 Temporary Living Expenses

An employee shall be entitled to reimbursement for meals and lodging for up to twenty (20) working days, as provided by procedures of the Department of Administrative Services, following a transfer initiated by the Employer, except the living expenses incurred during the initial move of the cadets upon graduation and assignment from the Academy shall not be covered.

§30.04 Moving Time

Members who have been transferred shall be given two (2 paid days off for moving.

ARTICLE 31 - RESIDENCY

§31.01 Requirements

Members of the bargaining unit are required to abide by the statutory residency provisions provided for State employees. Members of the bargaining unit may be required to live within thirty (30) miles of their assigned post.

§31.02 Applicability

Those employees subject to Section 31.01 of this Article who were assigned to work locations prior to the effective date of the Agreement will not be required to relocate to comply with this requirement. After the effective date of the Agreement any employee who either moves his/her residence or is assigned to a new work location will comply with Section 31.01 of this Article.

ARTICLE 32 - TEMPORARY WORKING LEVEL

32.01 Payment Adjustment

Each employee that is temporarily assigned to duties of a position with a higher pay range than the employee's own, shall be eligible for a working level pay adjustment. This pay adjustment shall increase the employee's base rate of compensation to the greater of: a) classification salary base of the higher level position or b) a rate of pay at least five (5%) percent above his/her current rate of compensation. This pay adjustment shall in no way affect any other pay supplement which shall be calculated using the employee's normal classification salary base.

§32.02 Duration and Condition

This working level adjustment shall be for a continuous period in excess of one (1) week, but not more than ten (10) weeks. In those cases where the period of added responsibility exceeds ten (10) weeks, the employee shall either return to his regular position or the Employer shall recognize the continuation of the added responsibilities by promoting the employee to the higher position on either a temporary or permanent basis.

ARTICLE 33 - DELETED

ARTICLE 34 - STANDARDS OF PERFORMANCE

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

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

ARTICLE 35 - REDUCTION IN FORCE

In the event that it becomes necessary for the Employer to reduce its work force, the Employer shall follow the procedures outlined in the Ohio Revised Code and Ohio Administrative Code in effect as of the date of the ratification of this Agreement.

ARTICLE 36 - SENIORITY

§36.01 Definition

Seniority shall be defined as the total length of conti service in a permanent full-time position or succession of pos with the Employer. A termination of employment for any r lasting less than thirty-one (31) days shall not constitute a i in continuous service. Continuous services also will n interrupted if the employee was on approved leave of ab or if the employee is reemployed within two (2) years the date of a layoff.

§36.02 Identical Hire Dates

When two (2) or more employees have the same seni dates, seniority shall be determined by length of service a facility. Should a tie still exist, seniority shall be based on Civil Service examination taken by the employees. The empl having the highest examination score shall be considered most senior. If the examination scores are identical or examination scores are unavailable, then a flip of the coin s determine which employee is the most senior.

§36.03 Termination of Seniority

Seniority shall terminate when the employee:

1) Quits or resigns, and is separated from the Patrol for m than one (1) year;

2) Retires;

3) Is discharged;

4) Fails to timely return without permission from:

a. leave of absence;

b. recall after layoff; or

c. sick leave.

5) Is on layoff for a period of time equivalent to the employe accumulated time in service seniority or twenty-four (24) montl whichever occurs last.

ARTICLE 37 - EDUCATIONAL INCENTIVE AND TRAINING

§37.01

The Employer and the employees of the bargaining unit mutually recognize the benefit of continued education and training for professional growth and development. The Employer will provide basic and advanced training programs on a continuing basis based on needs and available funding.

§37.02

In addition to the basic training provided at the Academy, advanced, specialized or individual training may be provided as needed. The reasons for training may include, but are not limited to, the overall improvement of skill and efficiency; changes in laws or duties and responsibilities; changes in equipment or technologies; and to qualify for positions of the greater responsibilities.

The work day for all training programs shall be for 800 to 1700 hours, unless otherwise specified, with one (1) hour for lunch and time for breaks as the program allows. Employees assigned to attend training programs will adopt the schedule of the program.

Employees required to participate in official duties or classes that extend beyond an eight (8) hour work day may be compensated according to the overtime provisions of this Agreement.

Staying or sleeping overnight at a particular location during a training program shall not give rise to the accumulation of overtime.

Travel time to and from training programs shall be considered as on-duty hours and compensated appropriately.

§37.03

The Employer encourages those employees who wish to pursue further education and/or training in addition to programs

provided by the Employer. Bargaining unit members may be permitted to trade shifts and/or days off with other members in the same classification in order to attend non-departmental education or training programs. The trading of shifts and/or days off will be by mutual agreement of the involved employees and the Post Commander or equivalent supervisor. Approval for such trade shall not be unreasonably denied by the Post Commander or equivalent supervisor.

The Employer will reimburse members of the bargaining unit up to one-half (1/2) 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 course(s) 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.

6. The maximum reimbursement possible will be $30 for each quarter-hour and $50 for each semester-hour of coursework.

The Superintendent or his/her designee will retain final authority to approve or deny all such tuition reimbursement 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.

ARTICLE 38 - REPORTING ON-DUTY ILLNESS OR INJURY

Members of the bargaining unit will immediately report to an appropriate supervisor any illness or injury incurred while on-duty. The Patrol agrees to complete all forms and reports required by the Department of Administrative Services, Bureau of Workers' Compensation or other state agency, and agrees to provide a copy of such forms or reports to the employee. 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.

ARTICLE 39 - MEDICAL EXAMINATIONS

§39.01 Submission to Medical Examination

The Superintendent may require that an employee submit to a medical examination pursuant to the Administrative Rules of the Director of Administrative Services (Ohio Administrative Code Section 123:1-33-04) in effect as of the date of the

Agreement. No approval by the Director of Administrat Services is required.

§39.02 Hazardous Material

Any employee who, acting in an official capacity, is involv with, exposed to, or comes into contact with a chemical sp nuclear radioactive material, or hazardous industrial material sh be examined by a qualified emergency room physician. T examination will be paid for by the Bureau of Worke Compensation or health insurance. Such examinations will conducted as soon as practicable after exposure.

§39.03 Panel of Physicians

The parties will meet as soon as practicable after the effecti date of the Agreement to establish a panel of expert physicia knowledgeable in chemical, nuclear and/or industrial hazard Employees may be referred to such physicians by the examinin emergency room physician. The Employer will pay for suc examinations if not covered by the Bureau of Worker Compensation or health insurance.

§39.04 Treatment

If any medical conditions are discovered as a result o examinations conducted in accordance with this Article, th employee will be referred to the Employee Assistance Progran or medical treatment, as appropriate.

ARTICLE 40 - PHYSICAL FITNESS AND WELLNESS POLICY

The Association and the Employer recognize the need fo members of the bargaining unit to be in good physical condition. The Association, the Highway Patrol and the Office of Collective Bargaining will jointly develop a systematic approach to physical fitness. This approach will have primary emphasis on the maintenance of good health of the employees, but will provide a systematic standard for progressive discipline for the Patrol

to utilize if physical fitness is not maintained. This policy will be implemented no later than January 1, 1987 unless the date is mutually extended by the parties.

ARTICLE 41 - EMPLOYEE ASSISTANCE PROGRAM

§41.01 Orientation and Training

Each Labor Council Associate shall receive orientation and training in the Employee Assistance Program Central Ohio Office Operation (hereinafter E.A.P.) and referral procedures at the expense of the Employer.

§41.02 Committee Representation

The E.A.P. shall be implemented in the Highway Patrol. The Fraternal Order of Police, Ohio Labor Council, Inc. shall be granted representation on any committees that may be established to accomplish the aims of the program.

§41.03 Guidelines

After implementation, the Fraternal Order of Police, Ohio Labor Council, Inc. will cooperate in the operation of the E.A.P. and abide by the guidelines established for the program.

§41.04 Employees Covered Under E.A.P.

The E.A.P. will be available to members of the bargaining unit and their immediate family (spouse and children). To the extent possible, the services of the E.A.P. will also be made available to employees who are temporarily laid-off, retired, or disabled.

§41.05 Scope of Coverage

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

receive assistance in locating treatment for these problems illnesses.

§41.06 Applicable Provisions

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

§41.07 Referrals

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

§41.08 Expenses

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

§41.09 Diagnostic Referral, and Case Management Covere by Community Services Centers

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

§41.10 Leave

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

disciplinary action by reason of his/her failure or refusal to operate or handle any such unsafe piece of equipment. In the event that a disagreement arises between the employee and his/her supervisor concerning the question of whether or not a particular piece of equipment is unsafe, the appropriate District Commander or designee shall be notified and the equipment shall not be operated until the appropriate District Commander or designee has inspected said equipment and deemed it safe for operation.

Employees shall be not disciplined for failure or refusal to engage in unsafe practices in violation of applicable federal, state, local or departmental safety laws or regulations.

In the event that a disagreement arises between the employee and his/her supervisor concerning the question of whether or not a particular directive is unsafe, the appropriate District Commander or designee shall be notified and said directive shall not be resumed unless the appropriate District Commander or designee deems the directive safe. The parties recognize the responsibility of members to carry out directives. Any question concerning the propriety of directives may be resolved in the grievance procedure.

§16.06 Safety Rules

The Employer retains the right to establish work safety and health rules. When such rules are established, the Labor Council will be notified.

§16.07 Committee

In order to provide a safe and healthful workplace, the Employer and the Labor Council shall establish a joint Labor/ Management Health and Safety Committee for the Division. Such committee shall be established within sixty (60) days after the signing of this Agreement. Such committee shall be composed of three (3) representatives of the Employer and three (3) representatives of the Labor Council. The committee will be

co-chaired by representatives of the Labor Council and th appropriate administrator.

§16.08 Committee Responsibility

The committee's general responsibility will be to provid recommendations for a safe and healthful workplace, b recognizing hazards, recommending abatement of these hazard and recommending education programs. The committee shall:

a. Meet on a definitely established schedule, but in no ca less frequently than once a quarter;

b. Make periodic inspections to detect, evaluate, and offe recommendations for control of potential health and safet hazards to the appropriate administrator;

c. Promote health and safety education;

d. Appoint members of the committee to accompan inspections, investigations, or other established Department safet functions;

e. Keep and review minutes of all committee meetings;

f. The committee should operate and establish its rule consistent with the above principles.

Members of the Health and Safety Committee will be pai at their regular rate while performing committee duties.

§16.09 Duty to Report

An employee who knows of defects in equipment whic anyone in the exercise of ordinary care would reasonably know might cause injury has a duty to inform his/her supervisor o the appropriate District Commander or designee of these facts An employee who knows of the conduct, work habits o performance of a fellow employee, supervisor or other person which causes danger during employment, or will likely lead t the injury of others, is under a duty to inform his/her supervisor or the appropriate administrator.

ARTICLE 17 - PERSONNEL FILES

§17.01 Inspection of Personnel Files

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

The member's personnel file shall not be made available to any person or organization other than the Employer without the employee's express written authorization unless pursuant to court order, subpoena or written request made pursuant to the Ohio Public Records Act.

§17.02 Number of Personnel Files and Documents

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

§17.03 Inaccuracies in Documents Contained in Personnel Files

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

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

§17.04 Copies of Material in Personnel Files

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

§17.05 Record Removal and Limited Access File

All records of disciplinary action will not be utilized by the Employer beyond a two-year (2) period if no further disciplinary action occurs during the two-year (2) period. Records of disciplinary actions and all documents related thereto shall be removed from the personnel file after the two-year (2) period.

Said records shall be maintained in a limited access file utilized only for administrative purposes such as response and defense to actions filed in any court or administrative agency by the employee or by a third party, but in any case shall not be utilized in relation to any decision regarding discipline, promotions or assignments.

Such limited access files shall be maintained in the Office of the Director of Highway Safety.

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

ARTICLE 18 - INTERNAL 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

Highway Patrol personnel regardless of rank or assignment. Since internal 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 internal investigation, all investigative methods employed will be consistent with the law.

§18.02 Bargaining Unit Member Rights

When an employee is to be interviewed or questioned concerning a complaint or allegation of misconduct, the employee will 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. If the employee is the subject of investigation, the employee will also be informed of each complaint or allegation against him/her.

The Highway Patrol 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 for the duration of all interviews.

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 an Ohio Labor Council representative present during the interview 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 Ohio Labor Council representative at such interview or questioning will be to serve as the employee's representative.

An employee who is to be interviewed, questioned, or tested concerning the employee's performance or fitness for office shall

be informed that the interview, questioning or test is pa an official investigation and that the employee is subje disciplinary action, including dismissal, for failing to answe questions. The employee will be advised that the answers not be used against him/her in criminal proceedings. If, du the investigation, it is believed the member has knowledg or has participated in, any act which violates the criminal of the United States, the State of Ohio or any of its poli subdivisions, the employee shall be advised of all constituti and other legal rights applicable.

The interview shall be conducted in a professional man with questions posed by one investigator at a time. No thr or promises will be made to induce an answer to a quest Reasonable breaks for necessities will be permitted questioning will not exceed fifty (50) minutes without a (10) minute break unless waived by the employee. If a t recording or transcript of the interview or questioning is ma the party making such recording shall advise the other pa of such recording or transcription prior to the start of the intervi or questioning. A copy of the tape recording or transcript be provided upon request of either party.

§18.03 Chemical or Mechanical Tests

Chemical or mechanical tests may be administered to bargaining unit member to determine their fitness for duty, w such tests are a part of an official internal investigation or w there is probable cause to believe the employee may be u for duty.

§18.04 Line-up

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

§18.05 Polygraph Machine

The Employer shall not use a polygraph machine to investig the truth of statements made by members without their conse

§41.11 Formal and Voluntary Referrals

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

§41.12 Confidentiality

Confidentiality of records shall be maintained at all times within the E.A.P. Information concerning an individual's participation in the program shall not enter his or her personnel file. In cases where the employee and the Employer jointly enter into a voluntary agreement, in which the Employer defers discipline while the employee pursues a treatment program, the employee shall waive confidentiality and the Employer shall receive regular reports as to the employee's continued participation and success in the treatment program.

§41.13 Job Security

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

§41.14 Diagnosis of Bargaining Unit Member Problems

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

ARTICLE 42 - COMPENSATION FOR LOST OR DAMAGED PERSONAL PROPERTY

If a bargaining unit member's wrist watch is damaged or destroyed as the result of actions arising out of the member's performance of official duties, the Employer will pay up to a maximum of fifty dollars ($50.00) for the repair or replacement of the watch, upon submission by the member of proof of damage, cost of repair, or original purchase price, if replacement is necessary.

ARTICLE 43 - VACATION ALLOWANCE

§43.01 Accrual Rate

Permanent full-time employees shall be granted vacation leave with pay as follows:

Length of State Service	Accrual Rate Per Pay	Accrual Rate Per Year
Less than 1 year	3.1 hours	80 hours upon completion of one year of service
1 year of more	3.1 hours	80 hours
6 years or more	4.6 hours	120 hours
13 years or more	6.2 hours	160 hours
25 years or more	7.7 hours	200 hours

Effective with the approval of this Agreement, only service with state agencies, i.e. agencies whose employees are paid by the Auditor of State, will be computed for purposes of determining the rate of accrual for new employees in the bargaining unit. Service time for vacation accrual for current employees will not be modified by the preceding sentence.

§43.02 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.

Annual Rate of Vacation	Accumulation Maximum
80 Hours	240 Hours
120 Hours	360 Hours
160 Hours	480 Hours
200 Hours	600 Hours

§43.03 Eligible Employees

Only full-time employees will earn and be granted vacation.

§43.04 Vacation Leave

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 Patrol Post or work station which could restrict the number of concurrent vacation leave requests which may be granted for that Post or work station.

The Employer shall grant first priority to vacation leave requests received at least six (6) months, but no more than one (1) year, prior to commencement of the requested vacation leave period. Such "seniority vacation leave requests" shall be granted with preference to employees with the greatest rank or classification within a classification series at the Patrol Post or work station in question. Otherwise, in choosing among conflicting "seniority vacation leave requests," seniority shall govern.

All other requests for vacation leave shall be made at least twenty one (21) days prior to the commencement of the requested vacation leave period. Requests made less than twenty one (21) 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.

When an emergency exists, in the sole and exclusive opinion of the Employer, 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,

the employee will have the right to take the vacation lea a later time and will be paid at time and one-half (1-1/2 the time the employee is on duty status.

§43.05 Termination From Service

Upon termination for any reason, all vacation leave bal will be paid tc the employee at the time that the empl receives his/her pay check for the final pay period of v Employees separating from employment with less than on year total service will not be paid for any accrued vac hours.

ARTICLE 44 - HOLIDAYS

§44.01 List of Days

Members of the bargaining unit will have the follo holidays:

1. New Year's Day - (first day in January)
2. Martin Luther King's Birthday - (third Monday in Janu
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. Veteran's Day - (eleventh of November)
9. Thanksgiving Day - (fourth Thursday in November)
10. Christmas Day - (twenty-fifth of December)
11. Any day appointed and recommended by the Governo the State of Ohio or the President of the United States.

A holiday falling on Sunday will be observed on the follo Monday, while a holiday falling on a Saturday will be obse on the preceding Friday for employees whose jobs are perfor Monday through Friday. All other employees will obs holidays on the days listed in this section.

§44.02 Holiday Pay

Members are automatically entitled to eight (8) hours of holiday pay regardless of whether they work on the holiday. Compensation for working on a holiday is in addition to the automatic eight (8) hours of holiday pay and shall be computed at the rates prescribed in Section 44.03 of this Article.

a. If the holiday occurs during a period of sick or vacation leave of an employee, the employee shall draw normal pay and shall not be charged for sick leave or vacation for the holiday.

b. An employee on leave of absence is in no-pay status and shall not receive payment for a holiday. A leave of absence shall neither start nor end on a holiday.

c. An employee in no-pay status shall not receive holiday compensation.

d. Full-time employees with work schedules other than Monday through Friday are entitled to pay for any holiday observed on their day off.

§44.03 Computation of Holiday Pay or Compensatory Time

An employee who is required to work a holiday or is called in may choose to receive overtime pay equivalent to one and one-half (1-1/2) times the hours worked times the total rate or receive compensatory time equivalent to one and one-half (1-1/2) times the hours worked. All compensatory time accrued will be placed into a special holiday bank. All overtime worked by an employee on a holiday will be compensated at two and one-half (2-1/2) times the total rate of pay or receive compensatory time equivalent to two and one-half (2-1/2) times the hours worked.

Holiday Compensatory Time will be used by the end of the year, or by June 30th of the following year if the work occurred in the second half of the year. Holiday Compensatory Time not used by these dates shall be compensated.

Upon separation from state service for any reason inclu retirement, members will receive compensation for all holi compensatory time earned but not used pursuant to this sect

ARTICLE 45 - PERSONAL LEAVE

§45.01 Eligibility for Personal Leave

Each full-time member shall be eligible for personal l with pay.

§45.02 Credit of Personal Leave

(1) Each full-time employee shall be credited with tw four (24) hours of personal leave each year.

(2) Each person who receives a full-time appointn subsequent to the base pay period shall be credited with tw four (24) hours of personal leave less nine-tenths (9/10) of hour for each pay period subsequent to the base pay pe and prior to the pay period during which the appointment made.

§45.03 Compensation

Compensation for personal leave shall be equal to employee's base rate of pay.

§45.04 Charge of Personal Leave

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

§45.05 Uses of Personal Leave

Employees may use personal leave for the following reas

(1) Mandatory court appearance before a court of law in a matter in which the employee is a party or whose pres is required. Such appearances would include, but are not lin to, criminal or civil cases, traffic court, divorce proceed custody proceedings, or appearing as directed as paren guardian of juveniles.

(2) Legal or business matters which could not normally be conducted by an employee during hours other than normally 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.

§45.06 Notification and Approval of Use of Personal Leave

Employees may use personal leave upon giving reasonable notice to the employee's supervisor. Personal Leave shall not be unreasonably denied. Such requests should be in writing. Requests should, when possible, be made within a reasonable time in advance of the date or dates requested for use of personal leave unless the use is for an emergency situation.

§45.07 Overtime and Compensatory Time

Personal leave may be used to extend an employee's active pay status for the purpose of accruing overtime or compensatory time.

§45.08 Resignation and Retirement

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

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

An employee shall have, pursuant to the following provisions, the option to convert to cash benefit or carry forward the balance

of any unused personal leave credit at year's end. For purpose of this section the term "year's end" means the last day of th pay period preceding the base pay period.

(a) Carry forward the balance of personal leave credit u to a maximum of sixteen (16) hours.

(b) Convert the balance of personal leave to accumulate sick leave to be used in the manner provided by Section 124:38 of the Ohio Revised Code and the appropriate administrativ rules.

(c) Receive a cash benefit conversion for the unused balanc of personal leave. The cash benefit conversion shall equal on (1) hour of the employee's base rate of pay for every one (1) hour unused credit that is converted.

An employee eligible to receive a cash benefit conversion of personal leave credit at year's end must indicate their desire to convert any personal leave no later than the end of the pay period that includes the first day of November. The Director of Highway Safety shall be responsible for reporting the conversion requests to the Department of Administrative Services.

§45.10 Conversion of Personal Leave Credit Upon Separation From Service

An employee shall be entitled, upon separation for any reason, to a cash conversion benefit for unused personal leave credit pursuant to the provisions of this Article. For purposes of this section the term "separation" shall mean any voluntary or involuntary termination from service, including resignation, retirement, removal from service, and layoff from service but does not include death of an employee.

An employee who has accumulated personal leave credit under the provisions of this Article shall be entitled to, upon separation of service, a cash benefit conversion for all accumulated personal leave credit.

Payment for accumulated unused personal leave credit shall be at a rate equal to an employee's base rate of pay.

The Director of Highway Safety shall be responsible for notifying an employee in writing of their right to convert personal leave credits upon separation.

If an employee, who has separated from state service and has received cash benefits for personal leave credit pursuant to the provisions of this Article, is reinstated or reemployed in state service he/she shall not be granted reinstatement of personal leave credit converted to a cash benefit nor will the employee be entitled to any additional personal leave credit before the next base pay period.

§45.11 Transfer of Personal Leave Credit

An employee who transfers from one state agency to another shall be credited with the unused balance of his personal leave credit up to a maximum personal leave accumulation permitted in the state agency to which the employee transfers, provided that if no personal leave accumulation is permitted in the agency to which the employee is transferred the employee will receive personal leave cash conversion benefits as provided in Section 45.10 of this Article.

§45.12 Death of a Member

Payment of accumulated personal leave to the estate of a deceased member shall be done in accordance with the procedure provided by the Ohio Revised Code Section 2113.04 consistent with Section 45.10 above.

ARTICLE 46 - OCCUPATIONAL INJURY LEAVE

Occupational Injury Leave shall be governed by the rules promulgated on this subject and Ohio Revised Code Chapter 5503 as they exist upon ratification of this Agreement.

§46.01 Maximum Hours of Occupational Injury Leave

Each employee, in addition to normal sick leave, is entitled to one thousand five hundred (1500) hours of occupational injury leave per independent injury incurred in the line of duty, with the approval of the superintendent.

§46.02 Injuries

An injury in the line of duty which aggravates a previous injury incurred in the line of duty will be considered an independent injury.

§46.03 Waiting Period

Occupational injury leave may not be used within seven (7) days of the date of injury. Normal sick leave may be used during this time period.

§46.04 Requests for Occupational Injury Leave

The request for occupational injury leave will be submitted through established channels following the procedure as outlined by the Employer.

§46.05 Authority to Approve or Disprove

Authority to approve or disapprove any request for occupational leave rests with the Superintendent.

§46.06 Light Duty

The Highway Patrol will make reasonable efforts to arrange for light duty for employees experiencing partial disability. Such efforts will be made at the employee's assigned post.

ARTICLE 47 - DISABILITY LEAVE

§47.01 Eligibility

A member of the bargaining unit is eligible for disability leave benefits if he or she has completed one (1) year of continuous state service and if:

1) He or she is eligible for sick leave credit pursuant to Article 48 of this Agreement; or

2) He or she is on disability leave or approved leave of absence for medical reasons and would be eligible for sick leave credit pursuant to Article 48 of this Agreement except that he or she is in no pay status; or

3) A pregnant employee is unable to perform the substantial and material duties of her position because it would endanger her health or the health of the unborn child.

§47.02 Waiting Period

Disability leave benefits shall commence with the employee's first scheduled workday following a waiting period of fourteen (14) consecutive calendar days. The waiting period shall commence the day after the occurrence of the disabling illness, injury, or condition.

§47.03 Standard

An employee eligible for disability leave benefits under this Article may receive disability benefits for an initial period of three (3) months if it is determined that the employee is incapable of performing the duties of the position held by the employee immediately prior to becoming disabled. If during that initial three (3) month period it is determined that the employee is capable of performing the duties of the position held by the employee immediately prior to becoming disabled, then disability benefits shall be discontinued. After three (3) months of receiving disability leave benefits, the employee's claim shall be reviewed to determine if the employee is capable of:

a. Performing light physical work activities; or

b. Performing non-stressful activities requiring the ability to remember and carry out simple procedures independently and respond appropriately to work pressures, co-workers, and supervisors.

If it is determined that the employee is capable of performing light physical work or non-stressful activities, then the

Superintendent may provide such work for the employee and disability leave benefits will terminate.

If the Superintendent is unable to provide the employee with light physical work or non-stressful activity, then the employee will continue to receive disability leave benefits until he or she is capable of performing the duties of the position held immediately prior to becoming disabled or until the Superintendent is able to provide light physical work or non-stressful activity, whichever is earlier.

§47.04 Return to Work

By application of the employee and with the prior approval of the Director of Administrative Services and the Superintendent, an employee who remains disabled and is receiving disability leave benefits may participate in a rehabilitation work training program or be reinstated on a part-time basis to the position held immediately prior to disability. Before approval is granted, the employee shall provide to the Superintendent a physician's statement allowing the employee to return to work part-time. This statement shall indicate the number of hours the employee could work and all restrictions placed on the employee's activities. The employee will continue to receive disability benefits for the hours the employee is unable to work.

The Superintendent shall reinstate the employee on a full-time basis to the position held immediately prior to becoming disabled, provided the Director of Administrative Services has determined that the employee is no longer disabled and the employee's physician has released him or her to perform the duties of the position.

§47.05 Length of Disability

Disability leave benefits shall remain payable until it is determined that the employee is no longer disabled, or for a maximum of two (2) years, whichever is earlier.

§47.06 Subsequent Disability

A subsequent disability unrelated to a previous illness, injury or condition shall be considered the same claim if it occurs while an employee is on an approved disability leave, pursuant to Section 47.01 of this Article.

A subsequent unrelated disability that occurs after a return to work following a previous disability shall be considered a new claim. A new waiting period must be served before the employee will be eligible to receive disability leave benefits.

A related disability claim separated by a return to work of six (6) months or less will be considered as the same disability claim. Benefits may be payable from the first day of the subsequent disability if the employee remains disabled and off work for at least fourteen (14) days.

A related disability claim separated by a return to work of more than six (6) months will be considered a new disability claim. A new waiting period must be served before the employee will be eligible to receive disability leave benefits.

§47.07 Application for Disability Leave Benefits

1) Filing a Claim

The employee, a member of the employee's family, or a representative of the employee, may file a claim for disability leave benefits with the Superintendent. The claim shall be filed on a form designated by the Department of Administrative Services within forty-five (45) days of the last day the employee worked. Where extenuating circumstances exist which prevent an employee from filing a claim, a written statement by the employee's physician and/or the Superintendent, explaining such extenuating circumstances, must be filed within a reasonable time after the forty-five (45) day time period has expired. The Superintendent shall, within five (5) days of receipt of the claim, forward the claim and the claim recommendation to the Director of Administrative Services.

2) Documentation

It shall be the employee's responsibility to provide wr documentation to substantiate the cause, nature, and exte the disabling illness, injury or condition for which the empl is requesting disability leave benefits. A medical examina report shall be required prior to the granting of disability l benefits and the employee shall be responsible for the co obtaining such report.

3) Notification of Initial Disability Decision by the Dire The employee shall be notified in writing of the disab determination within forty-five (45) days of receipt of the cl by the Director of Administrative Services and shall also advised of the right to file a grievance.

4) Submission of Additional Information

If the employee disagrees with the determination regard the employee's request for disability leave benefits, the emplo may submit additional information to the Superintendent. S information must be submitted within thirty (30) days of date of the notification of the determination or within thi (30) days of the ending date of approved disability benef whichever is later. The Superintendent shall, within five (5) d of receipt of such additional information, forward it to Director. By exercising such right to submit additio information, the employee does not waive his right to file grievance. The grievance must then be filed within thirty (days of notification of the decision based on the submissi of additional information. If the employee chooses not to subn additional information, then he may file a grievance. Exc as modified herein, any grievance arising under this section w be filed in accordance with the procedures contained in Arti 20 of this Agreement, and shall be initiated at Step Four the Grievance Procedure.

5) Obligation to Consult a Licensed Practitioner

Any employee receiving disability leave benefits is obligated to consult a state licensed practitioner to receive necessary medical care. If an employee does not consult a state licensed practitioner for necessary medical care, then the employee may be disqualified from receiving disability leave benefits, in accordance with paragraph 47.09 of the Article.

6) Address Change

An employee receiving disability leave benefits shall be responsible for keeping a current address on file with the Superintendent.

§47.08 Conditions Precluding Receipt of Disability Leave Benefits

Disability leave benefits are not payable for any disability caused by or resulting from:

1) Any injury or illness received in the course of and arising out of any employment covered by any Workers' Compensation or federal compensation plan, unless the employee chooses to receive disability leave instead of Workers' Compensation benefits.

a) In the case of any injury or illness which may be covered by the Bureau of Workers' Compensation, an employee may receive up to one hundred and twenty (120) days of disability leave benefits in lieu of Workers' Compensation benefits. To be eligible for such payment, an employee must simultaneously file a claim for Workers' Compensation lost time wages and a claim for disability leave benefits with the Superintendent. The Superintendent shall within five (5) days of receipt forward the two (2) claims together to the Director of Administrative Services. Disability leave benefits may then be paid for a period up to one hundred and twenty (120) days in lieu of Workers' Compensation benefits. Within forty-five (45) days of notification of a final order from the Industrial Commission denying the

claim for workers' compensation lost time wages, an emp may request that the initial disability application be rev for approval or extension of disability leave benefits.

b) Employees who receive injury pay pursuant to Arti of this Agreement may be eligible for disability leave b when injury pay expires, if they have received a final denying Workers' Compensation benefits and have appli disability leave benefits within forty-five (45) days of such

2) Attempted suicide, or self-inflicted injury with the to do bodily harm; or

3) Any act of war, declared or undeclared, whether the employee is in the armed services; or

4) Participation in a riot or insurrection; or

5) Any injury incurred in the act of committing a f or

6) Drug addiction or alcoholism, unless the employee a State Employment Assistance Program treatment progra in an Ohio Department of Health certified or Joint Comm for Accreditation of Hospitals accredited in-patient fa emergency recovery facility or intermediate primary rec facility as defined in Chapters 3701-55 to 3701-58 of the Administrative Code.

§47.09 Notice of Disqualification from Receipt of Disa Leave Benefits

An employee receiving disability leave benefits will be su to disqualification from receiving such benefits if the emplo

1) Is removed from state service or certified against e as provided under rules 123:1-33-09 and 123:1-41-21 o Ohio Administrative Code;

2) Is not in an active pay status and is receiving retire or disability retirement benefits from a state employees' retire or disability system;

3) Engages in any occupation for wage or profit except as provided under Section 47.04 of this Article;

4) Engages in any act of fraud or misrepresentation involving his or her disability claim;

5) Does not consult a state licensed practitioner for necessary medical care pursuant to Section 47.07(5) of this Article; or

6) Does not notify the Superintendent of a change of address pursuant to Section 47.07(6) of this Article.

If an employee engages in any of the above acts, the Director of Administrative Services will notify the employee of the intention to disqualify the employee from receiving disability leave benefits as of the date the employee first engaged in any of the prohibited acts. Such notice will contain the reason for the proposed termination of benefits. If the employee disagrees with the proposed termination, he or she may file a grievance. The grievance must be filed within thirty (30) days of the notice of disqualification and must contain a statement rebutting the reasons set forth for the proposed termination of benefits.

§47.10 Payment of Disability Leave Benefits

Disability leave benefits will be paid at seventy percent (70%) of the employee's total rate of pay. For the purpose of determining the disability leave benefits, an employee's total rate of pay shall be determined as of the date the employee becomes disabled. Disability leave benefits are payable biweekly based on a pay period of fourteen (14) days. Disability leave benefits for any partial pay period remaining at the expiration of any period of disability accrue on an hourly basis, at the rate of eight (8) hours for each workday, and are payable at the expiration of the period of disability.

1) Accrual of Service Credit

An employee receiving disability leave benefits shall continue to accrue service credit for purposes of determination of vacation benefits, annual step increases, longevity and retirement benefits.

Vacation leave benefits shall not accrue while an employee is receiving disability leave benefits. The period during which an employee is receiving disability benefits shall not count toward an employee's probationary period.

2) Payment of Retirement System Contributions

For the first three (3) months of disability leave, the employee shall be responsible for paying the employee's share of retirement contributions. After the first three (3) months of disability leave benefits, the state shall pay the employee's share as well as the Employer's share of retirement contribution. These contributions shall be made in the amounts set pursuant to the Ohio Revised Code for members granted disability leave benefits based on the employee's total rate of pay in effect at the time the employee becomes disabled.

3) Payment of Insurance Premiums

During the time an employee is in a no pay status while his or her claim for disability leave benefits is being processed and during the period that the employee is receiving disability leave benefits, the Employer and employee's share of the health, life and other insurance benefits will be paid by the Employer. Only those insurance benefits paid in whole or in part by the state shall be subject to the provisions of this section. If an employee's claim for disability leave benefits is subsequently denied and the employee had been in a no pay status while his or her claim was being processed, then it is the employee's responsibility to reimburse the Employer the insurance premiums paid on his or her behalf. An employee receiving disability leave benefits may participate in an open enrollment period, but any change in the employee's health insurance benefits will not be effective until the employee returns to active pay status.

4) Supplementation of Benefits

An employee receiving disability leave benefits may indicate to his or her Employer his or her desire to supplement the disability

leave benefits by using accumulated sick leave, personal leave, and vacation leave balances. Such supplementation shall have an effective date as of the date the employee requests the supplementation.

The sick leave, personal leave, and vacation leave balances shall be paid at a rate equal to the employee's total rate of pay in effect at the time the employee became disabled.

The total amount received by an employee while receiving disability leave benefits supplemented by sick leave credit, personal leave credit, and vacation leave balances, plus any amount contributed by the state on behalf of the employee pursuant to paragraphs (2) and (3) of this section shall be an amount sufficient to give the employee up to one hundred percent (100%) of pay for time on disability.

5) Payment of Costs

All of the cost, premium or charges for the benefits provided by the state employee disability leave benefits program shall be paid by the State.

§47.11 Appeal of a Denial

If a request for disability leave benefits is denied, the employee shall be informed of the denial in writing. The employee may then file, in writing and within thirty (30) days of the notice of the denial, a request for an appeal of the denial with the Director or his designee. Additional information regarding the employee's claim may be submitted with the employee's grievance and such information will be considered during the appeal.

Where a medical question is at issue, the Director shall upon receiving a written request for an appeal, obtain a medical opinion from an independent third party who shall be mutually agreed to by the employee's physician and the Director. The selection of a third party shall be made within fifteen (15) days of the appeal, unless an extension is agreed to by the parties.

The third party selected shall render a medical opinion within thirty (30) days of the selection.

If the appeal to the Director results in denial of the disability leave benefits, the employee shall be informed of the denial in writing. The employee may then file, within thirty (30) days of the notice of the denial, a grievance in accordance with Article 20 of this Agreement. The grievance must be filed at Step Four of the Grievance Procedure.

§47.12 Disability Separation

If an employee becomes unable to perform the substantial and material duties of his or her position and is not eligible to receive disability leave benefits, the employee will be given a disability separation.

If an employee receiving disability leave benefits is unable to return to work at the time his or her disability leave benefits are exhausted, the employee shall be given a disability separation.

For employees not eligible to receive disability leave benefits, a leave of absence without pay due to a disabling illness, injury, or condition may be granted by the Superintendent, with approval of the Director, for a period of up to six (6) months upon the presentation of evidence as to the probable date for return to active work status. The employee must demonstrate that the probable length of disability will not exceed six (6) months. The granting of a leave of absence without pay will be subject to Article 49 of this Agreement.

If the employee is unable to return to active work status within the six (6) month period due to the same disabling illness, injury or condition, the employee will be given a disability separation. If an employee is placed on leave of absence without pay and subsequently given a disability separation due to the same disabling illness, injury or condition, the total combined time of absence due to the disability shall not exceed three (3) years

for purposes of reinstatement rights under Section 47.13 of this Agreement.

A medical examination or satisfactory written documentation substantiating the cause, nature, and extent of the disabling illness, injury or condition shall be required prior to the granting of a leave of absence or disability separation unless the employee is hospitalized at the time the leave of absence is to begin or the disability separation is given. If an examination is requested by the Superintendent, the Superintendent shall bear the cost of the examination.

§47.13 Reinstatement Rights

1) An employee given a disability separation shall have the right to reinstatement within three (3) years after having been given a disability separation to a position in the classification the employee held at time of separation. If the classification the employee held at time of separation no longer exists or no longer is used in the Highway Patrol, the employee shall be placed in a similar classification. If no similar classification exists, the employee may be laid off.

2) An employee receiving disability leave benefits unable to return to work at the time his or her disability benefits are exhausted, shall retain the right of reinstatement to a position for a period of up to three (3) years from the time the employee became eligible to receive disability leave benefits, upon written request to the Superintendent or his/her designee.

3) An employee given a disability separation subsequent to a leave of absence without pay for the same disabling injury or illness, shall retain the right to reinstatement for a period of up to three (3) years from the time the employee began a leave of absence without pay, upon written request to the Superintendent or his/her designee.

§47.14 Medical Examination

The employee requesting reinstatement from a disabilit separation shall be eligible for reinstatement after a medica examination, conducted by a physician to be designated by th Director of Administrative Services, or upon the submission o other appropriate medical documentation establishing that th disability, illness, injury, or condition no longer exists.

Designations of a physician shall be made from lists provide to the Director from the public employee's retirement board.

The examination must show that the employee has recovere sufficiently from the disabling illness, injury or condition so a to be able to perform the substantial and material duties o the position to which reinstatement is sought. The cost of such examination shall be paid by the employer. The Superintendent may require the employee to submit to an additional examination prior to returning to work to determine whether the disabling illness or injury continues to exist.

§47.15 Failure to be Reinstated

An employee who fails to apply for reinstatement or is not found to be fit for reinstatement after proper application and examination shall be ineligible for reinstatement and shall be deemed as permanently separated from service as of the date which the employee was given a disability separation.

§47.16 Early Reinstatement

An employee who applies for reinstatement and is found unfit for early reinstatement from a disability separation shall remain eligible for reinstatement at the completion of the appropriate three (3) year period.

§47.17 Notice of Return Date

The Superintendent shall notify the employee, at the time disability separation is given, of the required procedures for proper reinstatement.

§47.18 Abuse of Disability Separation

An act of an employee, who has been given a disability separation, which is determined by the Director of Administrative Services to be inconsistent with the employee's disabling illness or injury may render the employee ineligible for reinstatement.

§47.19 Disability Retirement

If the employee has been granted a disability retirement, the requirements of this Article shall apply for up to five (5) years, except that the physician shall be appointed by the public employee's retirement board and application for reinstatement shall not be filed after the date of service eligibility retirement.

ARTICLE 48 - SICK LEAVE AND BEREAVEMENT LEAVE

§48.01 Definitions

As used in this Article,

1) "Base pay period" means the pay period that includes the first day of December.

2) "Pay period" means the fourteen (14) day period of time during which the payroll is accumulated, as determined by the Director of Administrative Services.

3) "Active pay status" means the conditions under which a member is eligible to receive pay, and includes, but is not limited to, vacation leave, sick leave, and personal leave.

4) "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.

5) "Regular Rate of Pay" means classification base rate plus other supplements except shift differential.

6) "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 time.

7) For the purpose of sick leave an employee's "Family is defined as an employee's spouse, parents, children, stepchildre grandparents, siblings, grandchildren, brothers-in-law, sisters-i law, daughters-in-law, sons-in-law, mothers-in-law, fathers-i law, or a legal guardian or other person who stands in the pla of a parent (in loco parentis).

§48.02 Sick Leave Credit

1) Each full-time member of the bargaining unit shall b credited with sick leave of seventy-two (72) hours per yea Such credit shall be made to each member in active pay statu beginning the first day of the base pay period.

2) A full-time member in no pay status as of the beginnin of the base pay period shall be credited with sick leave of seventy two (72) hours per year, less two and eight-tenths (2-8/1(hours for each pay period that has elapsed following the bas pay period up until the first day of the pay period during whic the employee returns to active pay status.

3) A newly appointed full-time member shall be credited wit sick leave of seventy-two (72) hours less two and eight-tenth (2-8/10) hours for each pay period that elapsed following th base pay period up until the first day of the pay period durin which the appointment is effective.

4) Sick leave may accumulate without limit.

§48.03 Notification for use of sick leave and notification fo extended sick leave

1) Notification

An employee who is unable to report for work, and wh is not on a previously approved day of vacation, sick leav personal leave, or leave of absence, shall give reasonable notic to the Post Commander or equivalent supervisor. The notificatio must be made within one-half (1/2) hour after the time th

employee is scheduled to work, unless emergency conditions prevent notification.

2) Notification for extended sick leave

In the case of a condition exceeding seven (7) consecutive calendar days, a physician's statement specifying the employee's inability to report to work and the probable date of recovery is required.

(a) When institutionalization or hospitalization is required, the employee shall be responsible for notifying the Post Commander or equivalent supervisor upon admission to and discharge from an institution or hospital.

(b) When convalescence at home is required, the employee shall be responsible for notifying the Post Commander or equivalent supervisor at the start and termination of such period of convalescence.

§48.04 Sick leave uses, evidence of use, and abuse

1) With the approval of an employee's Post Commander or equivalent supervisor, sick leave may be used by the employee for the following reasons:

(a) Illness, injury, or pregnancy-related condition of the employee.

(b) Exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of other employees.

(c) Examination of the employee, including medical, psychological, dental, or optical examination.

(d) Death of a member of the employee's immediate family. Such usage shall be limited to a reasonably necessary time, not to exceed five (5) days.

(e) Illness, injury, or pregnancy-related condition of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member.

(f) Examination, including medical, psychological, dental optical examination, of a member of the employee's immed family where the employee's presence is reasonably necessar

2) Evidence of use

Each Post Commander or equivalent supervisor may req an employee to furnish a satisfactory written, signed statem to justify the use of sick leave. If professional medical attent is required by the employee or member of the employ immediate family, a certificate from a licensed physician, stat the nature of the condition may be required by the appoint authority to justify the use of sick leave. Falsification of eit the signed statement or a physician's certificate shall be grou for disciplinary action which may include dismissal.

3) Abuse

An employee who fails to comply with this Article shall be allowed to use sick leave for time absent from work un such noncompliance. Application for use of sick leave with intent to defraud shall be grounds for disciplinary action wh may include dismissal.

§48.05 Charge of sick leave

Sick leave used shall be charged in minimum units of (1) hour. Employees shall be charged sick leave only for t days and hours for which they would have otherwise be regularly scheduled to work. Sick leave shall not exceed t amount of time an employee would have been scheduled work in any pay period.

§48.06 Compensation for charged sick leave

Compensation for charged sick leave accumulated and credit shall be at a rate equal to the employee's regular rate of pay.

§48.07 Inadequate sick leave

If any disabling illness or injury continues past the time f which an employee has accumulated sick leave, the appointi authority may authorize a leave of absence without pay

accordance with Article 49 of this Agreement or if the employee is eligible, recommend disability leave benefits in accordance with Article 47 of this Agreement.

§48.08 Conversion or carry forward of sick leave credit at year's end

An employee shall have, pursuant to the following provisions, the option to convert to cash benefit or carry forward the balance of any unused sick leave credit at year's end. For purposes of this Article the term "year's end" means the last day of the pay period preceding the base pay period.

1) Sick leave credit conversion or carry-forward.

An employee who is credited with sick leave pursuant to this Article shall have at year's end the following options with regard to the portion of sick leave credit:

(a) Carry forward the balance of sick leave credit.

(b) Receive a cash benefit conversion for the unused balance of sick leave credit. The cash benefit conversion shall be equal to one (1) hour of the employee's regular rate of pay for every two (2) hours of unused sick leave credit that is converted.

(c) Carry forward a portion of the balance of sick leave credit and receive a cash benefit conversion of a portion of the sick leave credit.

2) Limits of conversion of sick leave credit at year's end.

(a) The options for conversion of sick leave credit listed in paragraphs (1)(b) and (1)(c) of this section can only be utilized for sick leave credited an employee in the year in which the credit is given.

(b) All sick leave credited balances that are carried forward are excluded from further cash benefits provided by this section. The failure of an employee to utilize one of the sick leave conversion options listed in paragraphs (1)(b) and (1)(c) of this section shall result in the automatic carry-forward of any balance of sick leave credit.

3) Any employee who separates from service during the shall not be eligible under this Article for the cash conver benefit of the unused sick leave credit.

(a) Applicability of retirement system deduction to sick l credit cash conversions. Any cash benefit conversions of leave made at year's end under the provisions of this Ar shall not be subject to contributions to any of the retiren systems either by the employee or the Employer.

(b) Notification of option to convert sick leave credit at ye end. An employee eligible to receive a cash benefit convers of sick leave credit at year's end must indicate their desire convert any sick leave no later than the end of the pay per that includes the first day of November.

§48.09 Conversion of sick leave upon separation from serv

An employee shall be entitled, upon separation for any reas to a cash conversion benefit for unused sick leave and perso leave credit pursuant to the provisions of this Article and Secti 124.384 and 124.386 of the Ohio Revised Code. For purpos of this section the term "separation" shall mean any volunta or involuntary termination of service, including resignatio retirement, removal from service and layoff from service b does not include death of an employee.

1) Conversion to cash benefit of accumulated sick leave cred

(a) General. An employee who has accumulated sick leav under the provisions of this Article or Sections 124.38 or 124.38 of the Ohio Revised Code shall be entitled to a cash benef conversion of the accumulated unused sick leave balance upo separation of service.

(b) Eligibility. In order to be eligible for the accumulate sick leave cash conversion benefit authorized by this section a employee must have at least one (1) year of state service prio to separation.

(c) Determination of amount of sick leave to be converted. An employee about to separate or who has separated from state service shall designate in writing the percentage or portion of his/her sick leave credit accumulation that he/she desires to convert to cash. If an employee designates a percentage or portion less than the total of his/her accumulated sick leave credit, the percentage or portion of the accumulated sick leave credit not converted may be reinstated to the employee's sick leave credit upon the employee's reinstatement or re-employment to state service. If an employee fails to designate the portion or percentage of the accumulated sick leave credit he/she desires to convert to the cash benefit, the entire amount of sick leave credit accumulation shall be converted to cash benefit.

(d) Effective with the ratification of this Agreement all new employees of the bargaining unit may only convert those hours of sick leave earned in state agencies for a cash benefit (i.e., agencies whose employees are paid by the Auditor of State). For all current employees the current earned sick leave balances will be maintained.

(e) A full-time employee who separates or is no longer a full-time employee during the year shall receive a reduction of sick leave credit of two and eight-tenths (2-8/10) hours for each pay period that remains beginning with the first pay period following the date of separation until the pay period preceding the next base pay period. If the reduction results in a number of hours less than zero (0), the cash equivalent value of such number of hours shall be deducted from any compensation that remains payable to the employee.

(f) Payment. Payment for the percentage or portion of sick leave credit an employee desires to convert to a cash benefit shall be made at the employee's regular rate of pay at the time of

their separation at the rate of one (1) hour of pay for every two (2) hours of accumulated balances.

(2) Notification of option to convert sick leave. The Employer shall be responsible for notifying employees in writing of their right to convert sick leave upon separation.

§48.10 Prior service credit

Any member who was employed by an agency whose employees are paid by the Auditor of State, is entitled to restoration of sick leave credit provided that the employee is re-employed within ten (10) years of the date on which the employee was terminated from such service.

§48.11 Payment of cash conversion of sick leave benefit to the estate of a deceased employee

In the case of death of an employee, the employee's unused sick leave credit shall be converted to a cash benefit in accordance with the provisions of this Article. The cash conversion of unused sick leave shall be paid in accordance with Section 2113.04 of the Ohio Revised Code, or to his/her estate.

§48.12 Denial of Sick Leave

An employee who seeks to return to work after being on sick leave and such return is denied, will be able to grieve such denial.

§48.13 Bereavement Leave

Upon the death of a member of the employee's immediate family, the employee shall be entitled to three (3) days funeral leave. This time may be extended with the use of vacation, personal leave, or sick leave with the approval of the employee's supervisor. Funeral leave will not accumulate. The employee's immediate family consists of his or her parents, spouse, children or stepchildren.

§48.14 Proration of Initial Sick Leave Increase

In the first year of the agreement additional days shall be prorated from the effective date of the first wage increase to the beginning of the next sick leave year.

ARTICLE 49 - LEAVES OF ABSENCE WITHOUT PAY

§49.01 Requesting Leave of Absence Without Pay

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

§49.02 Length of Leave

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

§49.03 Abuse of Leave

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

§49.04 Failure to Return

An employee who fails to return to duty within three (3) working days of the completion or a valid cancellation of a leave of absence without pay without explanation to the Superintendent or his representatives, may be removed from the service. An employee who fails to return to service from a leave of absence without pay and is subsequently removed from the

service is deemed to have a termination date corresponding to the starting date of the leave of absence without pay.

§49.05 Return to Service

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

§49.06 Service Credit

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

§49.07 Child Care

Any employee may be granted a leave of absence without pay for purposes of child care. All requests for leave of absence without pay for purposes of child care shall be considered on a non-discriminatory basis without regard to the sex of the employee, and shall not be unreasonably denied. An adoptive parent's request for leave of absence for purposes of child care shall be considered on the same basis as that of a biological parent under similar circumstances.

ARTICLE 50 - MATERNITY LEAVE

§50.01 Pregnancy, Childbirth and Related Medical Conditions

A pregnant employee, who is eligible for disability leave in accordance with this Agreement and who does not desire to use vacation or sick leave or does not have accumulated sick leave or vacation may, upon written request to the Superintendent, be granted a leave of absence without pay subject to the provisions of this section.

1. Length of Leave:

Leave of absence shall be limited to the period of time that the pregnant employee is unable to perform the substantial and material duties of the employee's current position or light duty position as may be assigned by the Highway Patrol. This period may include reasonable pre-delivery, delivery, and recovery time, as certified by a physician, not to exceed six (6) months. If the employee is unable to return to active work status within six (6) months the employee shall be given a disability separation in accordance with this Agreement.

2. Physician's certificate:

A pregnant employee requesting a leave of absence without pay must present, at the time the request is made, a physician's certificate stating the probable period for which the employee will be unable to perform the substantial and material duties of the employee's position due to pregnancy, childbirth, or related medical conditions.

3. Sick leave usage:

Upon request and in accordance with the sick leave and disability leave benefits provision of this Agreement, a pregnant employee not eligible to receive disability leave benefits shall be permitted to use any or all of the employee's accumulated sick leave credit only for the period of time, as certified by the physician's certificate, that the employee is unable to work as a result of pregnancy, childbirth, or related medical conditions.

An employee using sick leave credit shall not be pr
from receiving a leave of absence without pay for the re
of the period as defined in Section 50.01(1) of this Artic

4. Vacation Leave Usage:

A pregnant employee not eligible to receive disabilit
benefits shall, upon request, be permitted to use any o
the employee's accumulated vacation leave, or compe
time at any reasonable time prior to or following chi
Such vacation leave may precede, be part of, or follow the
as defined in Section 50.01(1) of this Article.

ARTICLE 51 - COURT LEAVE

§51.01 Granting of Court Leave

The Superintendent shall grant court leave with full
any employee who:

(1) Is summoned for jury duty by a court of com
jurisdiction; or

(2) Is subpoenaed to appear before any court, comm
board or other legally constituted body authorized by l
compel the attendance of witnesses, where the employee
a party to the action.

§51.02 Compensation

Any compensation or reimbursement for jury duty or for
attendance compelled by subpoena, when such duty is perfo
during an employee's normal working hours, shall be re
by a state employee to the payroll officer for transmittal t
Treasurer of State.

**§51.03 Granting of Leave when Bargaining Unit Me
is a Party to the Matter before the Court**

Any employee who is appearing before a court or other l
constituted body in a matter in which he/she is a party
be granted vacation time, leave of absence without pay or per
leave. Such instances would include, but not be limite

criminal or civil cases, traffic court, divorce proceedings, custody, or appearing as directed as a parent or guardian of juveniles.

§51.04 Personnel Board of Review

An employee who is the appellant in any action before the State Personnel Board of Review and is in active pay status at the time of a scheduled hearing before the board shall be granted court leave with full pay for the purposes of attending the hearing.

§51.05 Applicable Provisions

This Article will apply only in situations in which the court time provisions of Article 61 are inapplicable.

ARTICLE 52 - MILITARY LEAVE

§52.01 Definition of "Armed Services"

As used in this Article, "Armed Services of the United States" includes the Army, Navy, Marine Corps, Air Force, Coast Guard, Auxiliary Corps as established by Congress, Army Nurse Corps, Navy Nurse Corps, Red Cross Nurse serving with the Armed Services, or hospital service of the United States, active duty with the Civil Air Patrol - Coastal Patrol, and such other services as is designated by Congress.

§52.02 Military Leave With Pay

1. State employees who are members of the Ohio National Guard, the Ohio Defense Corps, the Ohio Naval Militia, or members of other reserve components of the armed services of the United States are entitled to a military leave of absence from their duties without loss of pay, for such time as they are in the military service on field training or active duty. The maximum number of hours for which payment can be made in any one (1) calendar year for mandatory annual training or active duty is one hundred seventy-six (176) hours.

2. Compensation - State employees will receive compensation they would have received for up to one hundred and seventy-six (176) hours in calendar year, even though they served for more than thirty (30) days of such year on field training or active duty. There is no requirement that the service be for one (1) continuous period of time.

3. Evidence of Military Duty - State employees are required to submit to the Superintendent an order or statement from the appropriate military commander as evidence of military duty before military leave with pay will be granted. Such orders shall be submitted no later than sixty (60) days or, in the case of emergency activations, as soon as they are received.

§52.03 Military Leave Without Pay

Any state employee who has held a position for a period of at least ninety (90) days shall be granted a military leave of absence to be inducted or otherwise enter military duty. This military leave shall be without pay and shall be considered as separation from service with reinstatement rights.

1. Application for Reinstatement - Employees returning from military leave without pay must apply for reinstatement. The application must be made to the Superintendent within a period of ninety (90) days after receipt of an honorable discharge, certificate of service, or receipt of other evidence showing satisfactory completion of this period of service. The employee must supply the Superintendent with a photocopy of the discharge certificate, or other document being used as evidence of satisfactory completion of service.

2. Reinstatement - Upon proper application, the employee shall be returned to the same or similar position within the employee's former classification within thirty (30) days after making application. If the employee's former classification no longer exists, the employee shall, with approval of the Director of Administrative Services, be assigned to a position in a classification similar to that formerly occupied. The employee shall receive like seniority, status, and pay or the nearest

approximation there of consistent with the circumstances of the case. "Position," as used in this section, means employment, probationary or otherwise, held at the time of entrance into military duty, but does not include temporary or casual employment or an office filled by election.

3. Permanent Disability - If the employee is unable to perform the duties of his or her prior position by reason of disability sustained during military service, he or she shall be placed in another position where the employee is able to perform the duties of the position. The employee shall receive like seniority, status, and pay or the nearest approximation thereof consistent with the circumstances of the case.

4. Temporary Disability - If an employee who is entitled to reinstatement under this section is unable to perform the duties of his or her office or position at the date of his of her application for reinstatement thereto because of a temporary physical disability, the employee shall be restored to such office or position when the physical disability is removed, provided the physical disability is reemployed within one (1) year from the date of application for reinstatement.

5. Benefits Upon Reinstatement - A reinstated employee shall receive all salary benefits or other advancements accruing to the position during his/her military leave of absence without pay as follows:

a. That amount of sick leave which had been accumulated at time of entering service;

b. That amount of service time which would have accrued had the employee been on the job. Vacation time will not accrue during the time spent on military leave;

c. Automatic salary adjustments associated with the position and due the employee had the employee been on the job;

d. Any change in classification or pay range which would be due the employee had the employee been on the job;

e. Hospitalization and life insurance benefits are suspend while the employee is on leave. Employees on military lea without pay are not required to make direct payments into the programs; payment into the programs while on leave is option Hospitalization and life insurance benefits must be reinstitut upon the employee's reinstatement and with no loss in amou of coverage.

6. Termination Within One (1) Year - Employees reinstat after military leave without pay shall not be terminated fro their position within one (1) year of reinstatement without ju cause. Time spent on military leave without pay shall not b counted toward determination of retirement benefits if a reinstat employee voluntarily leaves or is terminated for cause from th service within one (1) year from date of reinstatement.

7. Extended Duty and Re-enlistment - The provisions of th Article do not apply to an employee who reenlists while o active duty, or to a commissioned officer who voluntarily ente on extended active duty beyond that required by the acceptan of a commission. Upon reenlistment or commencement o voluntary extended duty, the employee is not eligible fo reinstatement.

8. Discharge of Substitute Employee - When an employe who has been replaced by another employee while on militar leave is restored to his/her position or office following discharg from military service, the substitute employee shall be subje to layoff procedures and other appropriate displacemen procedures. Such layoff or discharge shall only require writte notice to be given to the substitute fourteen (14) days pri to discharge or layoff. Such discharge or layoff shall not b appealable to any forum or subject to the grievance procedur Such layoff or discharge shall not require adherence to the layo procedures enumerated in Chapter 123:1-141 of the Admi istrative Code.

9. Requests will be made of an employee's military commanding officer by Highway Patrol management in an attempt to arrange for scheduling of weekend drill duty during the employee's regularly scheduled days off. If such accommodation is not possible, the employee's work schedule will be adjusted to allow for the weekend drill duty during the employee's days off.

ARTICLE 53 - OLYMPIC COMPETITION LEAVE

The Employer shall grant employees paid leave to participate in Olympic competition sanctioned by the United States Olympic Committee. Any leave so granted shall not exceed the time required for actual participation in the competition, plus a reasonable time for travel to and return from the site of the competition, and a reasonable time for precompetition training at the site.

The Employer shall compensate the employee at the employee's regular rate of pay during any leave granted for participation in Olympic competition. Pay for each week of leave shall not exceed the amount the employee would receive for a standard work week, and the employee shall not be paid for any day spent in Olympic competition for which the employee would not ordinarily receive pay as part of the employee's regular employment.

The foregoing shall be subject to the provisions of Ohio Administrative Code Section 123:1-34-08, in effect as of the effective date of the Agreement.

ARTICLE 54 - LIFE INSURANCE

§54.01 Amount

The Employer will provide group life insurance coverage at no cost for all members of the bargaining unit. The amount of insurance provided is an amount equal to the employee's

annual salary, rounded upward to the next highest thousand. An employee's amount of insurance is reduced by fifty (50%) percent at age sixty-five (65); however, this "age sixty-five (65)" reduction will not reduce the actual insurance amount to less than five thousand dollars ($5,000). There will be no reduction if the formula amount is five thousand dollars ($5,000) or less. At age seventy (70) all insurance coverage will terminate.

§54.02 Conversion

In the event the employee terminates from state service or reaches age seventy (70), the employee may convert his or her life insurance to a private policy by paying the premium rate within the thirty one (31) day conversion privilege date.

§54.03 Disability Coverage

In the event a state employee uses all accumulated sick leave and then goes on an extended medical disability, the employer shall continue at no cost to the employee the coverage of the group life insurance for such employee for the period of such extended leave, but not beyond three (3) years.

§54.04 Insurance for Troopers Killed in the Line of Duty

Troopers killed in the line of duty shall receive twice the amount of coverage as specified in section 54.01.

ARTICLE 55 - GROUP HEALTH INSURANCE

The Employer shall provide health insurance to the employees of the bargaining unit in accordance with the procedures specified in 124.82 of the Ohio Revised Code. The Employer's contribution for all health plans offered by this section is set at the following rates: For single coverage under age seventy (70), eighty dollars and seventy cents ($80.70) for fiscal year 1988, eighty five dollars and fifty eight cents ($85.58) for fiscal year 1989. For family coverage under age seventy (70), one hundred ninety three dollars and fifty two cents ($193.52) for fiscal year 1988, two hundred

and five dollars and twenty two cents ($205.22) for fiscal year 1989.

ARTICLE 56 - INDEMNIFICATION OF MEMBERS

§56.01 Indemnification

The Employer agrees to indemnify bargaining unit members in accordance with the Ohio Revised Code Section 9.87. The actions of the Ohio Attorney General pursuant to the Ohio Revised Code Section 9.87 are not subject to the grievance or arbitration provisions of this Agreement.

§56.02 Insurance Policy

The Employer agrees to remit to the Labor Council an amount to be applied toward the payment of a premium by the Labor Council for an insurance policy which provides a defense attorney to represent members of the bargaining unit when they are charged with a criminal act that results from events occurring while the bargaining unit member was acting in an official capacity. The maximum amount payable during the term of the Agreement shall be four dollars ($4.00) per member per month.

ARTICLE 57 - DEATH OF A MEMBER OF THE BARGAINING UNIT

In the event of the death of a member of the bargaining unit, the surviving spouse, child or other appropriate family member shall be presented with the badge worn by the deceased member. The badge will be suitably encased. If the member did not wear or use a badge while working, some other appropriate remembrance shall be presented to the appropriate family member.

ARTICLE 58 - PAYMENT OF PERSONAL EARNINGS TO A DECEASED MEMBER

Payment of personal earnings and accrued benefits due to a deceased member of the bargaining unit will be made in accordance with Ohio Revised Code Section 2113.04.

ARTICLE 59 - PATROL ACHIEVEMENT RECOGNITION (P.A.R.) AWARDS

§59.01 P.A.R. (Patrol Achievement Recognition) Awards

The Association and the Employer will jointly administer a program to give special P.A.R. (Patrol Achievement Recognition) awards to recognize outstanding achievement in the performance of duty by members of the bargaining unit.

§59.02 P.A.R. Committee

The committee to administer the P.A.R. program will be composed of eight (8) members with four (4) members chosen by the Association and four (4) members chosen by the Employer. The committee will be chaired by the representative of the Office of Collective Bargaining. The committee will determine the criteria for selection, solicit nominations, determine the type and amount of the awards, and select the individuals to receive the award.

§59.03 Type and Amount of Awards

The committee may make monetary awards up to one thousand ($1,000.00) dollars in recognition of service to the State or it may make other awards such as additional leave as it deems appropriate. These awards will be made in November of each year.

§59.04 Fund for Awards

A special fund of ten thousand dollars ($10,000) yearly will be established within the Office of Collective Bargaining's budget for the administration of these awards.

ARTICLE 60 - WAGES

§60.01 Pay Schedule

Employees in the bargaining unit shall be paid in accordance with the following pay schedule, effective with the pay period which commences March 30, 1986.

(YEAR 1 5% INCREASE)

PAY RANGE	RATE TYPE	STEP 01	STEP 02	STEP 03	STEP 04	STEP 05	STEP 06
1	H	$5.65	$5.83	$6.01	$6.21	$6.41	
	B	$452.00	$466.40	$480.80	$496.80	$512.80	
	A	$11,752	$12,126	$12,501	$12,917	$13,333	
2	H	$5.92	$6.10	$6.30	$6.51	$6.73	
	B	$473.60	$488.00	$504.00	$520.80	$538.40	
	A	$12,314	$12,688	$13,104	$13,541	$13,998	
3	H	$6.21	$6.41	$6.63	$6.85	$7.09	
	B	$496.80	$512.80	$530.40	$548.00	$567.20	
	A	$12,917	$13,333	$13,790	$14,248	$14,747	
4	H	$6.51	$6.73	$6.96	$7.21	$7.46	
	B	$520.80	$538.40	$556.80	$576.08	$596.80	
	A	$13,541	$13,998	$14,477	$14,997	$15,517	
5	H	$6.85	$7.09	$7.34	$7.59	$7.78	
	B	$548.00	$567.20	$587.20	$607.20	$622.40	
	A	$14,248	$14,747	$15,267	$15,787	$16,182	
6	H	$7.21	$7.46	$7.69	$7.91	$8.16	
	B	$576.80	$596.80	$615.20	$632.80	$652.80	
	A	$14,997	$15,517	$15.995	$16.453	$16,973	
7	H	$7.59	$7.78	$8.02	$8.27	$8.56	$8.88
	B	$607.20	$622.40	$641.60	$661.60	$684.80	$710.40
	A	$15,787	$16.182	$16.682	$17.202	$17,805	$18,470
8	H	$8.02	$8.27	$8.56	$8.88	$9.23	$9.61
	B	$641.60	$661.60	$684.80	$710.40	$738.40	$768.80
	A	$16,682	$17,202	$17.805	$18.470	$19,198	$19,989
9	H	$8.56	$8.88	$9.23	$9.61	$10.06	$10.51
	B	$684.80	$710.40	$738.40	$768.80	$804.80	$8400.80
	A	$17.805	$18.470	$19,198	$19.989	$20.925	$21,861
10	H	$9.23	$9.61	$10.06	$10.51	$10.98	$11.54
	B	$738.40	$768.80	$804.80	$878.40	$878.40	$923.20
	A	$19.198	$19.989	$20.925	$21,861	$22,838	$24,003

§60.02 Pay Schedule

Employees in the bargaining unit shall be paid in accordance with the following pay schedule, effective with the pay period which includes January 1, 1987.

(YEAR 2 5% INCREASE)

PAY RANGE	RATE TYPE	STEP 01	STEP 02	STEP 03	STEP 04	STEP 05	STEP 06
1	H	$5.93	$6.12	$6.31	$6.52	$6.73	
	B	$474.40	$489.60	$504.80	$521.60	$538.40	
	A	$12,334	$12,730	$13,125	$13,562	$13,998	
2	H	$6.22	$6.41	$6.62	$6.84	$7.07	
	B	$497.60	$512.80	$529.60	$547.20	$565.60	
	A	$12,938	$13,333	$13,770	$14,227	$14,706	
3	H	$6.52	$6.73	$6.96	$7.19	$7.44	
	B	$521.60	$538.40	$556.80	$575.20	$595.20	
	A	$13,562	$13,998	$14,477	$14,955	$15,475	
4	H	$6.84	$7.07	$7.31	$7.57	$7.83	
	B	$547.20	$565.60	$584.80	$605.60	$626.40	
	A	$14,227	$14,706	$15,205	$15,746	$16,286	
5	H	$7.19	$7.44	$7.71	$7.97	$8.17	
	B	$575.20	$595.20	$616.80	$637.60	$653.60	
	A	$14,955	$15,475	$16,037	$16,578	$16,994	
6	H	$7.57	$7.83	$8.07	$8.30	$8.57	
	B	$605.60	$626.40	$645.60	$664.00	$685.60	
	A	$15,746	$16,286	$16,786	$17,264	$17,826	
7	H	$7.97	$8.17	$8.42	$8.69	$8.99	$9.33
	B	$637.60	$653.60	$673.60	$695.20	$719.20	$746.40
	A	$16,578	$16,994	$17,514	$18,075	$18,699	$19,406
8	H	$8.42	$8.69	$8.99	$9.33	$9.69	$10.09
	B	$673.60	$695.20	$719.20	$746.40	$775.20	$807.20
	A	$17,514	$18,075	$18,669	$19,406	$20,155	$20,987
9	H	$8.99	$9.33	$9.69	$10.09	$10.56	$11.04
	B	$719.20	$746.40	$775.20	$807.20	$844.80	$883.20
	A	$18,699	$19,406	$20,155	$20,987	$21,965	$22,963
10	H	$9.69	$10.09	$10.56	$11.04	$11.53	$12.12
	B	$775.20	$807.20	$844.20	$883.20	$922.40	$969.60
	A	$20,155	$20,987	$21,965	$22,963	$23,982	$25,210

§60.03 Pay Schedule

Employees in the bargaining unit shall be paid in accordance with the following pay schedule, effective with the pay period which includes July 1, 1987.

(YEAR 2 RESTRUCTURED: 4% GUARANTEE)

PAY RANGE	RATE TYPE	STEP 01	STEP 02	STEP 03	STEP 04	STEP 05
1	H	$6.17	$6.44	$6.72	$7.00	
	B	$493.60	$515.20	$537.60	$560.60	
	A	$12,834	$13,395	$13,978	$14,560	
2	H	$6.47	$6.76	$7.05	$7.36	
	B	$517.60	$540.80	$564.00	$588.80	
	A	$13,458	$14,061	$14,664	$15,309	
3	H	$6.79	$7.09	$7.41	$7.74	
	B	$543.20	$567.20	$592.80	$619.20	
	A	$14,123	$14,747	$15,413	$16,099	
4	H	$7.12	$7.45	$7.79	$8.15	
	B	$569.60	$596.00	$623.20	$652.00	
	A	$14,810	$15,496	$16,203	$16,952	
5	H	$7.48	$7.81	$8.15	$8.50	
	B	$598.40	$624.80	$652.00	$680.00	
	A	$15,558	$16,245	$16,952	$17,680	
6	H	$7.88	$8.21	$8.56	$8.92	
	B	$630.40	$656.80	$684.80	$713.60	
	A	$16,390	$17,077	$17,805	$18,554	
7	H	$8.37	$8.69	$9.02	$9.36	$9.71
	B	$669.60	$695.20	$721.60	$748.80	$776.80
	A	$17,410	$18,075	$18,762	$19,469	$20,197
8	H	$8.85	$9.23	$9.64	$10.06	$10.50
	B	$708.00	$738.40	$771.20	$804.80	$840.00
	A	$18,408	$19,198	$20,051	$20,925	$21,840
9	H	$9.44	$9.92	$10.42	$10.94	$11.49
	B	$755.20	$793.60	$833.60	$875.20	$919.20
	A	$19,635	$20,634	$21,674	$22,755	$23,899
10	H	$10.18	$10.74	$11.33	$11.95	$12.61
	B	$814.40	$859.20	$906.40	$956.00	$1,008.80
	A	$21,174	$22,339	$23,566	$24,856	$26,229

§60.04 Pay Schedule

Employees in the bargaining unit shall be paid in accordance with the following pay schedule, effective with the pay period which includes July 1, 1988.

(YEAR 3 4.00% INCREASE)

PAY RANGE	RATE TYPE	STEP 01	STEP 02	STEP 03	STEP 04	STEP 05
1	H	$6.42	$6.70	$6.99	$7.28	
	B	$513.60	$536.00	$559.20	$582.40	
	A	$13,354	$13,936	$14,539	$15,142	
2	H	$6.73	$7.03	$7.33	$7.65	
	B	$538.40	$562.40	$586.40	$612.00	
	A	$13,998	$14,622	$15,246	$15,912	
3	H	$7.06	$7.37	$7.71	$8.05	
	B	$564.80	$589.60	$616.80	$644.00	
	A	$14,685	$15,330	$16,037	$16,744	
4	H	$7.40	$7.75	$8.10	$8.48	
	B	$592.00	$620.00	$648.00	$678.40	
	A	$15,392	$16,120	$16,848	$17,638	
5	H	$7.78	$8.12	$8.48	$8.84	
	B	$622.34	$649.79	$678.08	$707.20	
	A	$16,181	$16,895	$17,630	$18,387	
6	H	$8.20	$8.54	$8.90	$9.28	
	B	$656.00	$683.20	$712.00	$742.40	
	A	$17,056	$17,763	$18,512	$19,302	
7	H	$8.70	$9.04	$9.38	$9.73	$10.10
	B	$696.00	$723.20	$750.40	$778.40	$808.00
	A	$18,096	$18,803	$19,510	$20,238	$21,008
8	H	$9.20	$9.60	$10.03	$10.46	$10.92
	B	$736.00	$768.00	$802.40	$836.80	$873.60
	A	$19,136	$19,968	$20,862	$21,757	$22,714
9	H	$9.82	$10.32	$10.84	$11.38	$11.95
	B	$785.60	$825.60	$867.20	$910.40	$956.00
	A	$20,426	$21,466	$22,547	$23,670	$24,856
10	H	$10.59	$11.17	$11.78	$12.43	$13.11
	B	$847.20	$893.60	$942.40	$994.40	$1,048.80
	A	$22,027	$23,234	$24,502	$25,854	$27,269

§60.05 Initial Step Assignment for Pay Increase in 60.01

Employees at Step 1 of a pay range in Schedule B shall be assigned to Step 1 of their pay range in Section 60.01. Employees at Step 2 and Step 3 of pay ranges in Schedule B shall be assigned to Step 2 in Section 60.01. Employees at Steps 4, 5, 6, 7 and 8 of pay ranges in Schedule B shall be assigned to Steps 3, 4, 5, 6 and 7 respectively of their pay ranges in Section 60.01. Employees in Schedule A shall be assigned to the same step in their pay range in Section 60.01.

Employees who are at Step 2 of pay range in Schedule B and who are assigned to Step 2 in Section 60.01 shall have their step date changed to the effective date of this Agreement and shall not advance to Step 3 until twelve (12) months from that occur after one (1) year of service following the completion of probation in the classification if performance has been satisfactory.

§60.06 Implementation of July 1, 1987 Increase

For the increase provided for in Section 60.03 employees shall be placed in a step in their pay range which guarantees them a minimum of four (4%) percent.

§60.07 Promotions

Employees who are promoted within the unit shall be placed at a step to guarantee them at least an increase of four (4) percent.

§60.08 Probationary Step Movement

An employee shall receive a step increase upon satisfactory completion of the probationary period.

§60.09 Job Audits and Appeal

The employee may request the Personnel Division of the Department of Administrative Services to conduct a job audit to determine if an employee is properly classified. After the audit is conducted, the employee will be notified of the results in writing. Should the employee or the department wish to appeal

they must file a written notification to the Office of Collec Bargaining within fourteen (14) days after notification from Department of Administrative Services. The Labor Council : the Employer shall select a hearing officer to conduct a hea in the same manner as the expedited arbitration proced outlined in Section 20.08(6) of Article 20. The hearing offic decision shall be final.

§60.10 Classification Changes

The Employer through the Office of Collective Bargain may create classifications, change the pay range of classificatio authorize advance step hiring if needed for recruitment proble or other legitimate reasons, and issue specifications for ea classification as needed. If any pay range is decreased, then t Office of Collective Bargaining will negotiate the change w the Ohio Labor Council, Inc. The Office of Collective Bargaini shall notify the Labor Council at least twenty (20) days in advan of any of the aforementioned actions.

§60.11 Pay Range Assignments for Unit Classifications

Effective with its implementation of Section 60.01 of tl Article the unit classifications are assigned to the new pay rang

52451	Highway Patrol Communications Technician 1	6
52452	Highway Patrol Communications Technician 2	8
52461	Highway Patrol Dispatcher	6
52471	Highway Patrol Radio Technician 1	7
52472	Highway Patrol Radio Technician 2	9
52473	Highway Patrol Radio Technician 3	10
26711	Highway Patrol Trooper	10

§60.12 Pay Range Reassignments

Employees whose classifications receive a pay rang reassignment shall have their salary adjusted in accordance wi Section 60.07 of this Article.

§60.13 Step Placement Equity

The Office of Collective Bargaining shall investigate the ste

placement of recent graduating cadet classes. If it finds that an error has been made it may authorize an adjustment of step placement. Such adjustment shall not be retroactive.

§60.14 Inclement Weather and Protracted Extra Duty Assignment

In recognition of the problems of increased traffic activity, inclement weather, and protracted extra duty assignments during the month of December and the first part of January, uniformed members of the bargaining unit who are employed during this period shall receive a special supplement of two hundred ($200) dollars which shall be paid in the pay check for the first full pay period in January. The right to receive this supplement shall accrue to employees who work during the month of December.

ARTICLE 61 - OVERTIME

§61.01 Overtime and Compensatory Time

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

1. Any member who is in active pay status more than forty (40) hours in one week shall be paid one and one-half (1.5) times his or her regular rate of pay including shift differential if ordinarily paid for all time over forty (40) hours in active pay status. The regular rate of pay includes all premium pay routinely received.

2. An employee may elect to take compensatory time off in lieu of cash overtime payment of 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 (1-1/2) basis.

3. The maximum accrual of compensatory time shall be sixty (60) hours for non-sworn members of the bargaining unit and

EVERYBODY ELSE

TROOPERS

one hundred twenty (120) hours for sworn members of t bargaining unit.

4. When the maximum hours of compensatory time accr is rendered, payment for overtime shall be made in cash.

5. Upon termination of employment, an employee shall paid for unused compensatory time at a rate which is the high of:

a. the final regular rate received by the employee, or

b. the average regular rate received by the employee duri the last three years of employment.

§61.02 Active-Pay Status

For purposes of this Article, active pay status is defined the conditions under which an employee is eligible to recei pay, and includes, but is not limited to, vacation leave, si leave and personal leave.

§61.03 Equalization of Overtime

The Employer shall rotate and equalize scheduled overtin opportunities among qualified employees. Such equalizatio should be complete within the July 1 - June 30 fiscal yea For purposes of this Article "equalization" shall be satisfied whe employees are within ten (10) hours of each other. Tho employees who are not equalized shall receive pay at the overtim rate. All overtime hours offered to employees but refused wi be credited for purposes of equalization of overtime.

Good faith attempts will be made to equalize overtime b shift at any one installation. At the end of any measure equalization period, deviations by shift may be permitted, caused by inability of the Post Commander to schedule overtim for certain shifts as the result of unavailability of overtim opportunities.

§61.04 Report-Back Pay

1. "Report-Back" occurs when a member of the bargainin unit is called to return to work to do unscheduled, unforesee

or emergency work after the member has left work upon the completion of the regular day's work, but before he or she is scheduled to return to work.

2. When a member reports back, he or she shall be paid a minimum of four (4) hours pay at his or her regular rate, including shift differential if ordinarily paid.

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

§61.05 Standby Pay

Whenever an off-duty employee is placed on a standby basis for an emergency, he/she will be paid one-half (1/2) of his or her regular rate of pay for all hours that he or she is actually on standby.

§61.06 Court Appearance

Members of the bargaining unit who are required to appear in court during their off duty hours shall be guaranteed a minimum of two (2) hours pay or actual hours worked, whichever is greater. The Employer shall not change an employee's schedule or scheduled shift in order in avoid payment for court time incurred during off duty hours without the consent of the employee involved. Payment shall be made in cash or compensatory time at the discretion of the employee. Employees shall notify their immediate supervisor when they are required to appear in court.

§61.07 Requests for Compensatory Time Off

Requests for compensatory time off must be submitted in writing twenty-four (24) hours in advance of the anticipated time off.

§61.08 Granting of Compensatory Time Off

Compensatory time off shall be granted at the discretion of the Employer in accordance with the operational requirements of the facility.

§61.09 Pyramiding of Overtime

There shall be no pyramiding of overtime.

ARTICLE 62 - LONGEVITY PAY

Beginning on the first day of the pay period within whi an employee completes five (5) years of total state service, ea employee will receive an automatic salary adjustment equivale to one-half percent (1/2%) times the number of years servi times the first step of the pay rate of the employee's classificati for a total of twenty (20) years. This amount will be add to the base rate of pay.

The granting of longevity adjustments shall not be affect by promotion, demotion, or other changes in classification he by the employee.

Effective with the ratification of this agreement only servi with state agencies, i.e., agencies whose employees are paid b the Auditor of State, will be counted for the purposes computing longevity for new employees in the bargaining unit.

ARTICLE 63 - SHIFT DIFFERENTIAL

Shift differential will be paid to Highway Patrol Trooper and Radio Dispatchers and Communications Technicians by th Employer.

The shift will be determined by the majority of time spen in any set of hours. Second shift: 6:00 p.m. - Midnight; Thir Shift: Midnight - 6:00 a.m. Employees eligible for shift differentia will receive such differential for all hours of the shift, includin the hours outside of the above limits which are a normal par of the shift.

The Employer retains the right to redefine the shift hour to qualify for shift differential based on the management need of the Employer. Employees will receive shift differential payment only for time actually worked, not for sick leave, disability leave vacation, personal leave, holiday time off or compensatory time off. Authorized shift differential will be expressed as flat rate cents-per-hour. The established rate shall be twenty-five (25)

cents per hour for second shift and forty-five (45) cents per hour for third shift.

ARTICLE 64 - HAZARD DUTY PAY

All Troopers will receive a special hazard salary adjustment of ten percent (10%) of the minimum rate of the classification base pay for all hours worked.

ARTICLE 65 - TRAVEL PAY

The Employer will provide a 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.

For employees assigned to work away from their regular work location, in addition to the commutation time provided in Article 26, the Patrol will pay up to forty dollars ($40.00) per day for required lodging and up to fourteen dollars and fifty cents ($14.50) per day for meals, with the exception of training assignments at the Highway Patrol Academy. A state car will be provided for state business.

ARTICLE 66 - MISCELLANEOUS

§66.01 Arrests

No troopers will be ordered to make arrests.

§66.02 Receipt of Documents

Members of the bargaining unit will not be required or ordered to sign any document related to administrative matters, except to acknowledge receipt of that document. A member, upon request, will be given a copy of any administrative document which he or she signs.

§66.03 Orders

A member may request that an order be placed in writing

as soon as possible and practicable. The supervisor shall not unreasonably deny such request. Members of the bargaining unit shall not unreasonably request written orders, and such requests shall not be made for the purpose of harassing supervisors.

§66.04 Definition of Emergency

For purposes of this Agreement, an emergency will be defined as any situation declared by the Governor of Ohio or the Superintendent of the Highway Patrol or his/her designee, which jeopardizes the health, safety and/or welfare of the State or any portion thereof, its property and/or the residents.

§66.05 Washing of Cruisers

Employees will only be required to wash a Patrol vehicle on regular working time, and will not be required to do so under adverse weather conditions unless an enclosed structure is available for the purpose.

§66.06 Legislative Action

This Agreement shall be effective only after appropriate legislative action is taken in accordance in Chapter 4117 of the Ohio Revised Code. The parties mutually agree to make recommendations to the General Assembly which may be necessary to give force and effect to the provisions of this Agreement.

ARTICLE 67 - COPIES OF THE AGREEMENT

The Employer shall reproduce one copy of this Agreement for each employee in the bargaining unit. Additional copies will be reproduced for employees hired during the term of the Agreement. Printing costs shall be shared equally by the State and the Ohio Labor Council.

ARTICLE 68 - DURATION

This Agreement shall be effective as of the date of the signing of the parties hereto and shall terminate at 11:59 p.m. on December 31, 1988.

The parties have caused this Agreement to be executed this 28th day of April, 1988.

The State of Ohio Office of Collective Bargaining

Fraternal Order of Police, Ohio Labor Council, Inc.

APPENDIX A

Classification Title	Classification Number
Highway Patrol Trooper	26711
Highway Patrol Communication Tech. 1	52451
Highway Patrol Communication Tech. 2	52452
Highway Patrol Radio Dispatcher	52461
Highway Patrol Radio Tech. 1	52471
Highway Patrol Radio Tech. 2	52472
Highway Patrol Radio Tech. 3	52473

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