

AGREEMENT

Between



THE STATE OF OHIO

And



**The Fraternal Order of
Police
Ohio Labor Council, Inc.
Unit 2**

1992-1994

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ARTICLE 1 - AGREEMENT

This Agreement is made and entered into by and between the State of Ohio, Office of Collective Bargaining, hereinafter referred to as "State" or "Employer" and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as "Labor Council" or "F.O.P."

ARTICLE 2 - PURPOSE

This Agreement is made for the purpose of promoting cooperation and harmonious labor relations between the State, members of the bargaining unit, and the Labor Council.

ARTICLE 3 - GRAMMAR

Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular. Words, whether in the masculine, feminine or neuter genders, shall be construed to include all of those genders. It is understood that the use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE 4 - 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 this Agreement. This Agreement may be amended only by written agreement between the Employer and the Labor Council. No verbal statements shall supersede any provisions of this Agreement.

ARTICLE 6 - MANAGEMENT RIGHTS

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 bridged by this Agreement, will continue in effect under conditions upon which they had previously been granted throughout the life of the Agreement unless altered by mutual consent of the Employer and the Labor Council.

ARTICLE 5 - CONFLICT AND AMENDMENT

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

Should any provisions of this Agreement be invalid by operation of law or be declared invalid by any tribunal of competent jurisdiction, or be found to be in conflict with federal laws, all other provisions of the Agreement shall remain in full force and effect.

In the event of invalidation of any portions of this Agreement by a court of competent jurisdiction, and upon written request of either party, the parties to this Agreement shall meet at mutually convenient times in an attempt to modify the invalidated provisions by good faith negotiations.

Amendments and modifications of this Agreement may be made by mutual written agreement of the parties to this Agreement, subject to ratification by the Labor Council and the General Assembly.

Should any provision of this Agreement be in conflict with any law, administrative rule or directive in effect at time of the signing of this Agreement, the provisions of this Agreement will prevail except for Chapter 4117 of the Ohio Revised Code and the sections expressly prohibited in Chapter 4117.

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 exclusive rights and authority of management include specifically, but are not limited to the following:

A. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;

B. Direct, supervise, evaluate, or hire employees;

C. Maintain and improve the efficiency and effectiveness of governmental operations;

D. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;

E. Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;

F. Determine the adequacy of the work force;

G. Determine the overall mission of the Employer as a unit of government;

H. Effectively manage the work force;

I. Take actions to carry out the mission of the public employer as a governmental unit;

J. Determine the location and number of facilities;

K. Determine and manage its facilities, equipment, operations, programs and services;

L. Determine and promulgate the standards of quality and work performance to be maintained;

M. Take all necessary and specific action during emergency

operational situations;

N. Determine the management organization, including selection, retention, and promotion to positions not within the scope of this Agreement.

ARTICLE 7 - UNION RECOGNITION AND SECURITY

1) 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 relating 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 as the Certification issued by the State Employment Relations Board on December 9, 1985 (Case No. 85-MF-12-4750). This agreement includes all permanently appointed full and part-time employees employed in classifications and positions listed in Appendix A of this Agreement. The Employer shall notify the Employee Organization of any changes in the classification plan, which directly affects the classifications included in this unit, sixty (60) days prior to the effective date of the change or as soon as the changes become known to the Employer, whichever occurs first.

2) Resolution of Dispute

In the event of a dispute between the parties as to future promotions 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.

3) Bargaining Unit Work/Special Duty

Management shall not attempt to erode the bargaining unit, the rights of bargaining unit employees, or adversely affect the

safety of employees.

Except in emergency circumstances, overtime opportunities for work normally performed by bargaining unit employees shall first be offered to those unit employees who normally perform the work before it may be offered to seasonal or exempt employees.

When a private individual or group seeks security or traffic control support from the Employer within the Employer's jurisdiction, the Employer shall treat the request as an overtime assignment, consistent with the provisions of Section 22.08 of this Agreement. Examples of special duty include, but are not limited to, lodge security, and yacht club security.

At events cosponsored by the Employer or conducted as a special event, assignments shall be made to interested bargaining unit members unless the specific job includes a majority of supervisory duties.

ARTICLE 8 - NO STRIKE PROVISION

There shall be no strikes during the term of this Agreement. The Labor Council agrees that for the term of this Agreement they shall not authorize or sanction, and members of the Fraternal Order of Police, Ohio Labor Council, Inc. shall not instigate, participate in or cause any such strike. In the event of any job action as defined in Section 4117.01(H) of the Ohio Revised Code, the Fraternal Order of Police, Ohio Labor Council, Inc. shall, at the request of the Employer, immediately issue a statement directing its membership to end said action. The Employer agrees that there shall be no lockout.

ARTICLE 9 - NON-DISCRIMINATION

Neither party will discriminate for or against any member of

ie bargaining unit on the basis of age, sex, marital status, race, color, creed, national origin, religion, handicap, political affiliation, sexual preference; or for the purpose of evading the spirit of this Agreement; except for those positions which are necessarily exempted by bona fide occupational qualifications due to the uniqueness of the job, and in compliance with the existing laws of the United States, the State of Ohio, or Executive Orders of the State of Ohio.

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

ARTICLE 10 - F.O.P. TIME

10.01 Associates

The Labor Council may designate only one Labor Council Associate and alternate at each Department/Agency facility. The Labor Council Associates are union stewards as that term is generally used. The alternate shall serve in the absence of the Associate. The Associate or alternate will be permitted a reasonable time off during his/her normal tour of duty to attend to the administration of the Agreement. During such time the Associate or alternate shall continue to be paid at his/her 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. An employee must have completed his/her probationary period before becoming an Associate or alternate. 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 and in predisciplinary meetings on paid time at regular rate with no loss of benefits. Associates and alternates may cross division lines within each affected department to represent employees in grievance and predisciplinary meetings. Each Associate or alternate will notify his/her supervisor of the necessity to leave his/her work assignment to carry out duties in connection with this Agreement. Associates may use a reasonable amount of working time to receive and investigate complaints and grievances of employees on the premises of the Employer only if such activity does not interfere with or interrupt Department/Agency operations and with prior approval by the grievant's supervisor. Permission will be granted after consideration of work operations by the Employer. Such permission will not be unreasonably withheld. If it should become necessary to deny such paid time in connection with the investigation or processing of a grievance, the time provided in the grievance procedure for action to be taken by the Labor Council will automatically be extended. Such extensions will be calculated by adding one working day to the time limits for each day on which the Labor Council Associate or alternate is denied paid time to carry out his/her duties in connection with this Agreement.

Upon entering any work area other than his/her own and prior to engaging in any steward duties, the Associate shall report to the supervisor of the work area. He/she shall identify the nature of the activity he/she is to perform.

The Labor Council shall provide written notification to the Employer of the appointment of Associates or alternates five (5) days prior to such appointment being effective. No appointment will be recognized until written notification is received by the

Employer.

10.02 FOP/OLC Designated Meeting Areas

The F.O.P./O.L.C. shall have access to all Department/Agency approved public meeting areas/facilities and shall be in compliance with Department/Agency regulations regarding use of these designated areas.

10.03 Contact With Employees

When contacting the employee, the Labor Council representative or Associate will first seek the permission of the employee's supervisor. Contact will be granted provided it does not unreasonably disrupt work operations.

Labor Council representatives or Associates shall have reasonable visitation privileges to facilities including academies for purposes of administering this Agreement provided that this privilege will be exercised in a manner so as not to unreasonably interfere with operations or the duties of the employees and only after seeking permission of the supervisor. Such visitation privileges may include the purpose of explaining Labor Council or F.O.P. membership, services, or programs.

Labor Council representatives on joint Labor Management Committees may utilize state vehicles when available to travel to applicable meetings.

10.04 Labor Council Delegate and Officer Leave

A bank of 1,900 hours of unpaid time off each year of the contract will be made available to Labor Council delegates and officers for Labor Council business at the discretion of the Labor Council. This unpaid leave may be used in conjunction with paid time such as compensatory time, personal leave and holiday compensatory time at the option of the specific delegate or officer. If Labor Council delegate and officer leave is used in conjunction with vacation leave, then twenty-one (21) days advance notice must be given.

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 Labor Council officers will require notice of fourteen (14) calendar days to the supervisor. In the event of an emergency as defined by Article 61 of this Agreement this leave may be cancelled.

10.05 Labor Council Materials

No bargaining agent insignia, emblems, decals, buttons or novelty items shall be posted, pasted, or otherwise affixed on state property. This section shall not restrict the right of any bargaining unit member to wear union insignia on clothing except when the safety and/or treatment plan of patient, client, or inmate is involved, or such insignia is prohibited by agency uniform dress codes.

10.06 Negotiating Committee

The Labor Council Bargaining Committee shall consist of eight (8) 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 respective Departments/Agencies will assign persons appointed 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. The Labor Council Bargaining Committee team will each receive one eight (8) hour day paid leave to prepare for negotiations. 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 or from bargaining sessions.

10.07 Bargaining Agent Business

No bargaining agent business will be conducted on the agency's premises, except as expressly permitted by the terms of this Agreement.

10.08 O.P.O.T.C. Memorial Service

Each F.O.P. lodge president within the bargaining unit may designate one (1) member of his/her lodge to attend the Ohio Peace Officers Training Academy Law Enforcement Memorial Ceremony. Such designated employees attending this ceremony will be released from work with pay.

ARTICLE 11 - DUES DEDUCTION

11.01 Deduction of Dues

The Employer agrees to deduct from the wages of any employee, who is a member of the Labor Council, all Labor Council membership dues uniformly required. The Labor Council will notify the Employer annually of its dues, fair share fees, and current membership, and will update this information as needed.

The Employer agrees to deduct from the wages of all employees who are members of an affiliated Lodge of the Fraternal Order of Police (Lodge Numbers 140, 143, 144, 149 and 173) all Lodge dues uniformly required.

11.02 Fair Share Fee

All members of the bargaining unit shall either become dues paying members of the Fraternal Order of Police, Ohio Labor Council, or as a condition of continued employment, remit to the Labor Council a fair share fee in an amount set by the Labor Council in accordance with the provision 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. Dues and fair share fees shall be paid by employees while on disability leave as provided in Article 43 and deducted from the benefits received.

11.03 Collection of Dues Deductions and Fair Share Fee

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 over by the Employer once each month to the Fraternal Order of Police, Ohio Labor Council, Inc. No fees will be charged for this deduction.

ARTICLE 12 - BALLOT BOXES AND ELECTIONS

The Labor Council shall be permitted, after providing prior notification to the Director/Superintendent, to place ballot boxes at facilities for the purpose of collecting members' ballots on either approval or disapproval of a factfinder's report, ratification of the Agreement, or election of officers and delegates of the exclusive bargaining agent as specified in Article 1 of this Agreement.

Ballot boxes will be under such supervision as deemed appropriate by the Labor Council, and The Employer shall bear no responsibility for the conduct of elections. All balloting and supervision of ballot boxes shall be on off-duty time.

Appropriate representatives from the Labor Council and the Employer will meet to establish the location of the ballot box at each facility.

ARTICLE 13 - F.O.P./O.L.C. BULLETIN BOARDS

The respective Department/Agency shall provide a suitable bulletin board or an appropriate alternative space for the use of the Labor Council at each work facility for the purpose of posting bulletins, notices and other materials affecting the employees in the bargaining unit. The posting of any Labor Council materials shall be restricted to such bulletin board space except that, in each work location where a bulletin board is not provided for the Labor Council, the Department shall designate an appropriate alternative space where such materials may be posted. Any material posted will be dated and signed by the appropriate Labor Council and Department representative prior to such posting.

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 Section. The Labor Council representative or facility administrator shall remove any materials in violation of this Section.

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

ARTICLE 14 - HEALTH AND SAFETY

14.01 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 comply with applicable safety rules and regulations.

14.02 Compliance

The Employer and employees shall comply with applicable Federal, State, and local safety laws, rules and regulations; and departmental safety rules and regulations.

14.03 Equipment

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

14.04 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 management designee. In such event, employees shall not be disciplined for reporting these matters to these persons. The appropriate supervisor 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.

14.05 Unsafe Equipment

The Employer will not instruct an employee to operate any equipment which anyone in the exercise of ordinary care would reasonably know that such operation might cause injury to the employee or anyone else. An employee shall not be subject to 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 management designee shall be notified and the equipment shall not be operated until that designee has inspected said equipment and deemed it safe for operation. Any question concerning the

propriety of directives may be resolved in the grievance procedure.

14.06 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. The parties recognize the responsibility of bargaining unit members to carry out directives. An employee shall not be disciplined for a good faith refusal to engage in an alleged unsafe or dangerous practice which is in violation of applicable Federal, State, Departmental and Local safety laws, rules and regulations. In the event that a disagreement arises between an employee and his/her supervisor concerning the question of whether or not a particular directive is in violation of applicable laws, rules and regulations, the matter shall be referred to the appropriate management designee for resolution. The directive shall not be resumed until the management designee deems this directive in compliance with appropriate laws, rules and regulations. Nothing in this section shall be construed as preventing an employee from grieving the management designee's decision.

4.07 Committee

In order to provide a safe and healthful workplace, the Department of Natural Resources and the Labor Council shall maintain the joint health and safety committee. The 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 the appropriate administrator. The committee's general responsibility will be to provide recommendations for a safe and healthful workplace by recognizing hazards and commending abatement of hazards and educational programs. The committee shall:

- a. Meet on a definitely established schedule, but in no case less frequently than once a quarter.
- b. Make periodic inspections to detect, evaluate, and offer recommendations for control of potential health and safety hazards to the appropriate administrator.
- c. Promote health and safety education.
- d. Appoint members of the committee to accompany inspections, investigations, or other established Department safety functions.
- e. Keep and review minutes of all committee meetings.
- f. The committee should operate and establish its rules consistent with the above principles.

Members of the health and safety committee will be paid at their regular rate while performing committee duties.

14.08 Health and Safety Agenda

The other agencies covered by this Agreement shall include a health and safety agenda in conjunction with the Labor/Management Committee under the same guidelines as in Section 15.02.

14.09 Duty to Report

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

ARTICLE 15 - LABOR/MANAGEMENT COMMITTEE

15.01 Purpose

It is the desire of the Employer and the Labor Council to maintain the highest standards of safety and professionalism in the delivery of service to the citizens of Ohio.

15.02 Composition and Conduct of Committee

For each department that has more than fifty (50) employees in the bargaining unit, the Department and the Labor Council shall each appoint four (4) members to the Labor/Management Committee. The purpose of this committee is to provide a means of continuing communication between the parties and for promoting a climate of constructive employee-employer relations. This committee will meet as frequently as the parties feel necessary but not less than twice yearly, and discuss any issues which either party wishes to raise relating to the Department 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.

It is the intent of both the Employer and the Labor Council that the Labor/Management Committees act responsibly to resolve issues. The Office of Collective Bargaining will provide assistance to the committees as requested regarding resources and techniques in dispute resolution.

The Labor/Management Committee may decide to expand its membership on an as-needed basis for a temporary period. These members will be paid their regular rate of pay. All meetings will be held while committee members and sub-committee members are in work status.

ARTICLE 16 - EMPLOYEE ASSISTANCE PROGRAM

16.01 Committee Representation

The E.A.P. shall be implemented. The F.O.P. Ohio Labor Council shall be granted representation on any committees that may be established to accomplish the aims of the program.

16.02 Guidelines

The F.O.P. Ohio Labor Council will cooperate in the operation of the E.A.P. and abide by the guidelines established for the program.

16.03 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.

16.04 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 or illnesses.

16.05 Applicable Provisions

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

16.06 Referrals

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

16.07 Expenses

Expenses incurred for treatment and hospitalization will be

provided under group health insurance programs wherever possible. All payments to third parties for diagnosis or treatment not covered by group health insurance are the responsibility of the individual seeking and/or receiving treatment.

16.08 Diagnostic, Referral and Case Management

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

6.09 Leave

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

6.10 Formal and Voluntary Referral

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.

6.11 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/her personnel file. 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.

16.12 Job Security

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

16.13 Diagnosis of 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 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 his/her 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 Amount of Personnel Files and Documents

There shall be only one (1) official personnel file for each

employee which shall be maintained in the (Central) personnel office of the Department/Facility. 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 work performance shall be given to the employee at the time of its placement.

17.03 Inaccuracies

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 Director/Superintendent explaining the alleged inaccuracy. If the Director/Superintendent or designee concurs with the member's contentions, the Director/Superintendent or designee may either remove the document or attach the member's memorandum to the document in the file and note thereon the Director/Superintendent 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

Any member, or a representative granted permission in writing by a member, may obtain a copy of material contained in his/her personnel files except the material excluded in Section 17.03 of this Article without cost.

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 department files.

17.05 Disciplinary Record Removal and Limited Access File

Records of verbal and written reprimands will not be utilized by the Employer beyond a twelve (12) month period if no further

disciplinary action occurs during the twelve (12) month period. Records of suspensions and demotions will not be utilized by the Employer beyond a twenty-four (24) month period if no further disciplinary action occurs during the twenty-four (24) month period.

These records of disciplinary actions and all documents related thereto shall be removed from the employee's personnel file and 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 disciplines. Section 17.05 applies to all disciplinary records whenever placed in the employee's personnel file.

Such limited access files shall be maintained in the respective agency records center or at the central records center of the Department of Administrative Services.

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 unit 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

1. When an employee is to be interviewed or questioned concerning a complaint or allegation of misconduct, the

employee shall be informed of, prior to the interview, the nature of the investigation and whether the employee is the subject of the investigation or a witness in the investigation. Notice shall be provided to employees who are subjects of investigations and shall include:

a. A statement that the employee is a subject of an internal investigation.

b. Each specific complaint or allegation of misconduct anticipated to be discussed.

c. Information to the employee that the interview is part of an official internal investigation and that failure to answer questions, completely and accurately, may lead to disciplinary action, including dismissal.

d. The time and location of the interview.

2. The Employer will make reasonable efforts to conduct interviews during an employee's regularly scheduled working hours. In any event, employees will be in on-duty paid status for the duration of all interviews.

3. Prior to an interview or questioning which might reasonably lead to disciplinary action, the employee will, upon request, be given an opportunity to arrange to have a Fraternal Order of Police, Ohio Labor Council representative present during the interviewing or questioning. Except for situations in which the interview or questioning must take place immediately, the interview or questioning will occur until the employee has a reasonable opportunity to secure such representation. This right does not extend to performance evaluation interviews or meetings the purpose of which is solely to inform the employee of intended disciplinary action. The role of the Fraternal Order of Police, Ohio Labor Council representative at such interview or questioning will be to serve as the employee's representative.

4. An employee who is a subject of an internal investigation concerning the employee's performance or fitness for office shall

be informed that the interview, questioning or test is part of an official internal investigation and that the employee is subject to disciplinary action, including dismissal, for failing to answer the questions accurately and completely to the best of his/her ability. The employee will be advised that the answers may not be used against him/her in criminal proceedings. The internal investigation waiver shall be provided to the employee, explained, and signed by the employee.

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

6. If at any time prior to or during the internal investigation interview, it is believed the member has knowledge of, or has participated in, any act which violates the criminal laws of the United States, the State of Ohio, or any of its political subdivisions, and it is contemplated criminal charges may be pursued by the Department, an outside law enforcement agency, or a prosecutor, separate internal (or administrative) and criminal investigations shall be initiated. At no time will information from an internal investigation interview held with the member be provided to the criminal investigation.

7. If the criminal investigation is conducted by the Employer, the member shall be advised of all constitutional and other legal rights applicable. Information gathered during the criminal investigation may be provided to the administrative investigators

for use during subsequent disciplinary action. Employees shall not be disciplined for exercising their constitutional rights during a criminal investigation interview.

8. At internal investigation interviews, the Fraternal Order of Police, Ohio Labor Council representative may advise the employee on actions he/she should take, may ask the investigator to clarify questions, and may present the Fraternal Order of Police's position on the matter. At the investigative interview, the investigator need not reveal sources nor evidence. Sufficient grounds must be present prior to initiating an internal investigation interview and the interview shall focus on the basic complaint or allegation prompting the interview or on related issues or on issues which develop during the interview. The scope of the interview shall be reasonable and may be addressed during the disciplinary grievance procedure.

8.03 Chemical and Mechanical Tests

Chemical or mechanical tests may be administered to any bargaining unit member to determine his/her fitness for duty, when such tests are a part of an official internal investigation or when there is probable cause to believe the employee may be unfit for duty.

8.04 Line-Up

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

8.05 Polygraph Machines

The Employer shall not use a polygraph machine to investigate the truth of statements made by a member without his/her consent.

8.06 Notification of Disciplinary Action

When an internal investigation leads to disciplinary action, the procedures for notification to the employee contained in Article shall be followed.

8.07 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.

18.10 Criminal Investigation Disposition

When the Department has initiated a criminal investigation to parallel an internal administrative investigation, the Employer shall notify the employee of the disposition of the criminal investigation.

18.11 Anonymous Complaints

When an anonymous complaint, where the complaint if true would not or could not lead to criminal charges, is made against a member and no corroborative evidence is obtained through a prompt investigation by management, the complaint shall be classified as unfounded. No disciplinary action may be brought as the result of unfounded complaints.

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.

An Employer representative shall not use the knowledge of an event giving rise to the imposition of discipline to intimidate,

harass, or coerce an employee.

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 at regular rate. 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 Employer's reasonable belief that the employee participated in an event or was in a condition of significant consequence to the Employer, 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) calendar days may be given to an employee.

19.04 Pre-suspension or Pre-termination Meeting

When the Employer initiates disciplinary action which is covered by this Section, written notice of a pre-disciplinary meeting 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 meeting. The meeting will be held at a location determined by the Employer. The representative of the employer at this meeting shall be a member of the Division Staff or Facility Staff, as appointed by the director of the respective agencies or his/her designee, who is impartial and detached: i.e., not having been involved in the incident or investigation giving rise to the discipline.

The employee may waive this meeting. The meeting shall be

scheduled no earlier than three (3) working days following the notice to the employee. Absent any extenuating circumstances, failure to appear at the meeting will result in a waiver of the right to a meeting.

A member who is charged, or his/her 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. There shall be no transcript or recording made at this meeting by either party.

The employee has the right to have a representative of his/her choice present at the meeting. The employee or his/her representative and the Employer's representative have the right to cross-examine any witnesses at the meeting or have voluntary witnesses present at the meeting 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 meeting, the Employer's representative shall, within ten (10) working days of the conclusion of the meeting, submit a written recommendation to the Employer, the employee and the Labor Council representative involved.

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

The Employer shall render a decision within a reasonable period of time to accept, reject, or modify the recommendations.

The employee and the Labor Council representative shall be notified by the Employer of the final disposition of the statement of charges.

9.05 Progressive Discipline

The Employer will follow the principles of progressive discipline. Disciplinary action shall be commensurate with the offense. Disciplinary action shall include:

1. Verbal Reprimand (with appropriate notation in employee's file);
2. Written Reprimand;
3. Suspension;
4. Demotion or Removal.

However, more severe discipline may be imposed at any point the infraction or violation merits the more severe action.

The Employer, at its discretion, is also free to impose less severe discipline in situations which so warrant.

ARTICLE 20 - GRIEVANCE PROCEDURE

20.01 Purpose

The Employer and the F.O.P. Ohio Labor Council recognize in the interest of harmonious relations, a procedure is necessary whereby employees can be assured of prompt and fair processing of their grievances. The procedure shall be available to all bargaining unit employees and no reprisals shall be taken against an employee initiating or participating in the grievance procedure. The grievance procedure shall be the exclusive method of resolving both factual and disciplinary grievances.

20.02 Definitions

A grievance is an alleged violation, misinterpretation or application of a specific article(s) or section(s) of this Agreement.

Disciplinary Grievance refers to a grievance involving a verbal reprimand, written reprimand, suspension, removal or reduction in pay and/or position. Grievances concerning

suspensions, removals, or reduction in pay and/or position shall be initiated at the third step of the grievance procedure.

3. Day, as used in this Article, means calendar day. The days and times shall be computed by excluding the first and including the last day, except when the last day falls on Saturday, Sunday or legal holiday, the act may be initiated on the next succeeding day which is not a Saturday, Sunday or legal holiday.

4. An F.O.P. Representative is an Associate or an F.O.P. staff representative.

20.03 Prohibitions

The Labor Council shall not attempt to process or solicit as grievance matters which do not constitute an alleged violation of this Agreement.

Initial probationary employees shall not have access to the disciplinary grievance procedure.

20.04 Specific Provision

The grievant shall cite on the grievance form the specific article(s) and/or section(s) or combination thereof that the grievant alleges to have been violated. Failure to cite said provision(s) shall relieve the Employer of any obligation to process the grievance.

20.05 Grievant

A grievance may be initiated by any bargaining unit member who believes himself/herself to be aggrieved by a specific violation of this Agreement.

When a group of bargaining unit members desires to file a grievance involving an alleged violation which affects more than one member in the same manner, the grievance may be filed by the F.O.P. Ohio Labor Council provided that at least one member so affected signs the grievance. Grievances so initiated shall be designated Class Grievances. The title on the grievance shall bear the name of the one (1) affected member 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 could 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.

06 Termination of the Issue

When a decision has been accepted by the appropriate parties at any step of this grievance procedure, it shall be final and no further use of this grievance procedure shall take place.

07 Grievance Procedure

The parties intend that every effort shall be made to share all relevant and pertinent records, papers, data and names of witnesses to facilitate the resolution of grievances at the lowest possible level. The following are the implementation steps and procedure for handling grievances:

Step 1 - Immediate Supervisor

An employee having a complaint shall first attempt to resolve the matter formally with his/her immediate supervisor at the time the event giving rise to the grievance occurs. At this step, the grievant may have an F.O.P. Ohio 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 shall advise the grievant of his/her decision and complete a written form indicating that the preliminary step was completed. If the member is not satisfied with the result of this preliminary meeting, he/she may pursue the formal steps which follow.

Step 2 - Next Level Supervisor or Designee

A grievant who is not satisfied with the response of the supervisor in the preliminary step, may request a Step 2 hearing. A grievant having a grievance shall present it to his/her immediate 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. The

grievance at this step shall be submitted to the immediate supervisor in writing using a form mutually agreed upon by the parties. The immediate supervisor shall have responsibility to immediately transmit the grievance to the next level supervisor.

Grievances submitted beyond the fourteen (14) day time limit will not be honored. In addition, if the requirements of Step 1 have not been attempted, the Employer shall have no obligation to process the grievance. The grievance forms may be obtained at each facility. On this form, the grievant shall specify the article(s) and/or section(s) or combination thereof of the Agreement which he/she alleges has been violated, and specify the remedy sought. The next level supervisor shall indicate the date and time of his/her receipt of the form. Within five (5) days of the next level supervisor's receipt of the written grievance, he/she shall schedule a meeting with the grievant to discuss the grievance. An F.O.P. Ohio Labor Council representative shall attend this meeting. He/she may represent the grievant unless requested not to do so by that person. The next level 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 F.O.P. Ohio Labor Council within ten (10) days of the meeting required above. Meetings will ordinarily be held at the worksite in as far as practicable. In the ODNR, Division of Parks and Recreation, the Step 2 hearing on grievances involving verbal reprimands shall be conducted by the chief of the division, or designee, who is from outside the park of origin.

Step 3 - Department Director or His/Her Designee (Institutional Superintendent Where Appropriate)

Should the grievant not be satisfied with the written answer received in Step 2, within ten (10) days after receipt thereof, the grievant or at his/her request the F.O.P. Ohio Labor Council may appeal the grievance to the Director or his/her designee and request that the meeting contemplated by this Step be scheduled

by mailing or otherwise delivering a copy of the grievance form to the Director or his/her designee. Upon receipt of the grievance, the Director or his/her designee shall schedule a meeting to be held within fifteen (15) days to discuss the grievance.

An F.O.P. representative shall attend this meeting. He/she shall represent the grievant, unless such representation is not desired.

The Director or his/her designee shall render a decision in writing and return a copy to the grievant and the F.O.P. Ohio Labor Council within fifteen (15) days after the meeting with the grievant.

Step 4 - Director of the Office of Collective Bargaining

If the grievant or the F.O.P. Ohio Labor Council is not satisfied with the written answer received at Step 3, within ten (10) days after receipt thereof, the F.O.P. Ohio Labor Council may appeal to the Director of the Office of Collective Bargaining. The appeal shall be made in writing by mailing a copy of the grievance form to the Director along with any other supporting documentation.

A hearing shall be held. The Director or his/her designee shall review the documents submitted, issue a decision in writing and return copies to the grievant, and the F.O.P. Ohio Labor Council within twenty (20) days of receipt of the appeal.

Step 5

If the F.O.P. Ohio Labor Council is not satisfied with the answer at Step 4, it may submit the grievance to arbitration under provisions of Section 20.08 of this Article, by written notice to the Director of the Office of Collective Bargaining within ten (15) days after receipt of the Step 4 decision.

20.08 Arbitration

Permanent Umpire

The parties will select two individuals as the permanent

umpires, who will decide all contract disputes for the life of the Agreement. An umpire shall serve for the duration of this Agreement, unless he/she is unable to serve or his/her services are terminated earlier by written notice from either party to the other. The umpire shall be notified of his/her termination by a joint letter from the parties. The umpire shall conclude his/her services by settling any grievances previously heard. A successor umpire shall be selected by the parties within thirty (30) days after the resignation or termination of the umpire.

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 umpire, for resolution, whose decision will be binding on the parties.

Rules applicable to this Article shall be based, insofar as is practical, on the Voluntary Rules of the American Arbitration Association.

2. Witnesses

The Employer agrees to allow witnesses time off with pay at the regular rate to attend the arbitration hearing. The Associate may be allowed time off, from his/her regular duties to attend an arbitration hearing, provided he/she is utilized as a relevant witness with the direct testimony to the issue of the arbitration.

3. Expenses

a. All other fees and expenses of the umpire will be equally divided between the parties.

b. If one (1) party desires a transcript of the proceedings, the total cost for such transcription shall be paid by the party desiring the transcript. If the other party desires a copy, then the total cost for such transcription shall be shared equally by both parties. The parties agree that normally transcripts will not be requested.

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

4. Decisions of the Umpire

The umpire shall render his/her decision as quickly as possible, but in any event, no later than thirty (30) days after the conclusion of the hearing unless the parties agree otherwise. The umpire shall submit an account for the fees and expenses of arbitration. The umpire's decision shall be submitted in writing and shall set forth the findings and conclusions with respect to the issue submitted to arbitration. The umpire's decision shall be final and binding upon the Employer, the F.O.P. Ohio Labor Council and the employee(s) involved, provided such decisions conform with the Law of Ohio and do not exceed the jurisdiction or authority of the umpire as set forth in this Article. The grievance procedure shall be the exclusive method for resolving grievances.

The parties may request that the umpire, on a case by case basis, retain jurisdiction of a specific case. In that the parties are using a permanent umpire, questions of clarifications of awards will normally be submitted to that umpire without the necessity of a further grievance or action. This statement, however, does not limit the ability of either party to exercise any other legal options they may possess.

5. Limitations of the Umpire

Only disputes involving the interpretation, application or alleged violation of a provision of this Agreement shall be subject to arbitration. The umpire shall have no power to add to, subtract from or modify any of the terms of this Agreement, nor shall the umpire impose on either party a limitation or obligation not specifically required by the language of this Agreement.

6. Subpoena

a. The umpire 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 umpire shall contact the other party and hear and consider objections to the

issuance of said subpoena(s). The umpire shall not subpoena persons to offer repetitive testimony.

b. When the umpire 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 desired testimony in such manner as will not cause these problems.

c. Where the intent of the parties is determined to be relevant, no more than one (1) member of either bargaining committee may be called as a witness by a party.

7. Discovery

Five (5) days prior to the start of an arbitration hearing under this Article, the parties shall deliver the names of all witnesses to each other. Where either party will make an issue of "intent," that party will notify the other party ten (10) days prior to the hearing.

8. Issues

Prior to the start of an arbitration under this Article, the Employer and the F.O.P. Ohio Labor Council shall attempt to reduce to writing, the issue or issues to be placed before the umpire. In cases where such a statement of the question is submitted, the umpire's decision shall address itself solely to the issue or issues presented and shall not impose upon either party any restriction or obligation pertaining to any matter raised in the dispute which is not specifically related to the submitted issue or issues. More than one issue may be submitted at the same time to arbitration, particularly if they are related to each other, by mutual agreement.

20.09 Disciplinary Grievances

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

2. Verbal and written reprimands shall be grievable. Verbal reprimands shall be grievable through Step 2 which shall be the final level of review. Written reprimands shall be grievable through Step 3 which shall be the final level of review. Verbal and written reprimands shall not be subject to arbitration under this Agreement.

3. Disciplinary grievances of ten (10) work days or less shall be submitted to expedited arbitration by written notice to the Director of the Office of Collective Bargaining within ten (10) days of receipt of the Step 4 decision.

4. Unless mutually agreed otherwise, disciplinary arbitrations shall be held within thirty (30) calendar days.

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

20.10 Expedited Disciplinary Arbitration Procedure

1. This expedited procedure shall apply to all disciplinary suspensions of ten (10) workdays or less.

2. Other disciplinary cases may be held pursuant to this procedure by mutual agreement.

3. The parties may utilize notarized statements from witnesses which shall be received by the umpire and considered as evidence. Such witness statements shall be exchanged at least five (5) days prior to the scheduled hearing. Any party wishing to cross-examine on the contents of a notarized statement shall request the voluntary appearance of the witness. The party receiving the request shall either produce the witness or ask the

umpire to resolve any difference regarding such appearance.

4. If witnesses are used to present facts, no more than three (3) per side may be called, except by mutual agreement. The parties may call rebuttal witnesses. If there is a dispute regarding the appearance of witnesses, it shall be resolved by the permanent umpire.

5. On the day of the hearing, the umpire shall consider the arguments of the representatives of each party and any witness testimony or notarized statements. Documents may be entered by either side without the necessity of identification by a witness.

6. No briefs shall be used.

7. The umpire is encouraged to issue a bench ruling at the conclusion of the hearing. However, whether or not a bench ruling is issued, the umpire shall submit to the parties a short written decision within five (5) days of the close of the hearing. Such decision shall include the rationale for the award and the award itself.

8. Both parties hereby waive the right accorded by Ohio Revised Code Chapter 2711 to appeal these expedited decisions to court and agree that this section shall be asserted as a valid defense to any such appeal.

20.11 Representation

1. In each step of the grievance procedure outlined in this Article, certain specific F.O.P. Ohio Labor Council representatives are given approval to attend the meetings therein prescribed. It is expected that, in the usual grievance, these plus the appropriate Employer representatives will be the only representatives in attendance at such meetings. However, it is understood by the parties that, in the interest of resolving grievances at the earliest possible step of the grievance procedure, it may be beneficial that other representatives or witnesses, not specifically designated be in attendance. Therefore, it is intended that either party may bring additional

representatives or witnesses to any meeting in the grievance procedure, but only upon advance mutual agreement among the parties specifically designated to attend providing such additional representatives have input which may be beneficial in attempting to bring resolution to the grievance. Such witnesses shall be allowed time off with pay from their regular duties for attendance at such meetings.

2. The grievant and the Associate shall be allowed time off with pay at regular rate from regular duties for attendance at scheduled meetings under the grievance procedure. The grievant and the Associate will not receive overtime pay to engage in grievance activities provided herein; however, grievance meetings shall usually be held during normal working hours.

3. Employees shall have the right of F.O.P. Ohio Labor Council representation upon request at each step of the grievance procedure. The F.O.P. Ohio Labor Council shall be the exclusive representative of the employee in all matters pertaining to the enforcement of any rights of the employee under the provisions of the Article.

4. A Labor Council associate or an alternate may attend at the Union's discretion, the meetings scheduled at each step of the grievance procedure.

20.12 Miscellaneous

1. The grievant or the F.O.P. Ohio Labor Council representative and management, may mutually agree, at any step, a time extension, but such agreements must be in writing and signed by both parties. Any step in the grievance procedure may be skipped by mutual consent, written and signed by both parties. Approved leave with pay shall constitute an automatic time extension to the grievant with respect to such days. In the absence of such mutual extensions, the grievance will, at any step where response is not forthcoming within the specified time limits, automatically be considered submitted to the next

successive step in the grievance procedure. Should the grievant or F.O.P. Ohio Labor Council fail to comply with the time limits specified herein, the grievance will be considered to have been resolved in favor of the position of the Employer and that decision will be final.

Except as provided above, grievances must be processed by the Employer whether or not grievants or representatives attend the meetings provided for in this Article in accordance with the time limits set out herein. The parties agree, however, that absent extenuating circumstances a Labor Council Representative and the grievant must be present at an arbitration hearing to have the arbitrator consider a grievance on its merits.

2. By mutual consent, the parties may waive a hearing and submit the issue on written materials only. By mutual consent the parties may alter any of the procedures set forth in this Article, or agree to submit non-disciplinary grievances to the expedited procedure provided for disciplinary grievances.

3. At any step in this grievance procedure, the F.O.P. Ohio Labor Council shall have the final authority, in respect to any aggrieved employee covered by this Agreement, to decline to process further a grievance, if, in the judgment of the F.O.P. Ohio Labor Council, such grievance lacks merit or justification under the terms of this Agreement, or has been adjusted or rectified under the terms of this Agreement to the satisfaction of the F.O.P. Ohio Labor Council.

20.13 Election of Remedies

Any employee who elects to pursue any claim through a lawsuit or administrative procedure shall thereafter be precluded from processing the same or similar claim as a grievance hereunder.

ARTICLE 21 - WORK RULES

21.01 Copies of Work Rules

The Employer agrees that existing work rules, policies, procedures, 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 directive, a time will be set aside at the regularly scheduled Labor/Management Committee meeting. The issuance of work rules and directives is not grievable. The application and availability of such rules and directives is subject to the grievance procedure.

21.02 Application

All work rules and directives must be applied and interpreted uniformly as to all affected members. Work rules or directives cannot violate this Agreement. In the event that a conflict exists or arises between a work rule and the provisions of this Agreement, the provisions of this Agreement shall prevail.

21.03 New Work Rules

All new work rules must be posted at each facility for seven (7) consecutive days in a location available to all employees. Employees, if they wish, may initial each rule indicating that they have read the new rule.

The presence or absence of initials is optional and shall not be construed as evidence of the proper issuance of work rules.

ARTICLE 22 - HOURS OF WORK AND OVERTIME

22.01 Work Week and Work Day

The normal work week for all full-time permanent employees

shall be forty (40) hours. The work week shall commence at 0:00 hours on Sunday and end at 23:59 hours on Saturday. The normal work day shall be eight (8) consecutive hours, or ten (10) consecutive hours for those scheduled to work four (4) days a week.

The normal work week for Wildlife Officers and Liquor Agents shall consist of five (5) eight (8) hour days.

Routine work normally performed by Wildlife Officers within an eight (8) hour day may include but not be limited to: enforcement, public relations, phone calls, etc.

22.02 Posting of Work Schedules

It is understood that the Employer reserves the right to limit the number of persons to be scheduled off work at any one time. Work schedules shall be posted for a minimum of four (4) weeks in advance. Work schedules shall not be established solely to avoid overtime but for efficient operations. After the schedule has been posted it will remain in effect for the duration of the posted period except in emergency situations. Work schedules shall be retained for twelve (12) months in each facility. Within a classification, requests for days off will be determined by seniority. Shift assignments will be established by seniority within a classification except that in the Department of Mental Health and Mental Retardation by bargaining unit seniority within the respective facility. Employees at work facilities without work schedules shall be notified of special assignments two (2) weeks in advance whenever possible except for unforeseen or mitigating circumstances including emergency situations.

The Employer will attempt to schedule employees so as to have two (2) consecutive days off.

The parties understand that employee cooperation will enhance the implementation of this section.

The FOP/OLC staff representative and management may agree

to waive or modify any part of this Article.

22.03 Work Schedule/Split-Shift

The work schedule shall be determined by management. Work schedules will consist of periods of work with fixed starting and ending dates or times whichever is applicable excluding overtime work.

No employee will normally work split-shifts except in the case of an emergency.

22.04 Meal Breaks

Employees shall normally be granted an unpaid meal period of not less than thirty (30) minutes and not more than sixty (60) minutes near the midpoint of each shift. Such meal periods shall be scheduled at the agency's discretion. Employees who are required by the agency to remain in an on-duty status with no scheduled meal period shall receive compensation for time worked at their straight time regular rate except when the employee is in an overtime status at which time the employee will be compensated at their overtime rate.

22.05 Breaks

A paid rest period of not more than fifteen (15) minutes shall be granted to each employee for every four (4) hours of regularly scheduled work performed except during an unusual situation or emergency created beyond the control of the Employer. Such rest periods shall be a time detached from lunch periods, the beginning and end of shifts, and although scheduled at the discretion of the Employer, shall be taken near the midpoint of each half-shift when practicable. Additional paid rest periods of fifteen (15) minutes each for every four (4) hours of overtime worked shall be granted to employees.

22.06 Report-Back Pay

Report-back occurs when a member of the bargaining unit called to return to work to do unscheduled, unforeseen or emergency work after the member has left work upon the

completion of the regular day's work, but before he/she is scheduled to return to work.

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

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

4. At any time when the end of one (1) scheduled shift and the beginning of the next scheduled shift worked by a member are less than ten (10) hours apart, the member will receive one and one-half (1.5) times his/her hourly rate, including premium pay for the second shift worked except in local emergency situations. A shift worked immediately following a report back will not be considered a double back for pay purposes under this Article.

22.07 Overtime and Compensatory Time

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

1. Any member who is in active pay status more than forty (40) hours in one week shall be paid one and one-half (1.5) times his/her regular rate of pay plus shift differential if ordinarily paid for all time over forty (40) hours in active pay status. All overtime must be authorized by an administrative authority. Schedules will not be changed solely to avoid the payment of overtime.

2. The employee may elect to take compensatory time off in lieu of cash overtime payment for hours in an active pay status more than forty (40) hours in any calendar week. Such compensatory time shall be granted on a time and one-half (1.5) basis. A bargaining unit member shall be paid for unused compensatory time only upon termination of employment. (The

Employer shall not substitute compensatory time in lieu of cash payment should the maximum accrual for compensatory time allowed by the Fair Labor Standards Act as amended be reached.)

3. Compensatory time accrued in accordance with this Article shall be maintained separately from hours accrued under the holiday time bank provision in Article 38 of this Agreement.

4. The maximum accrual of compensatory time shall be in accordance with provisions of the amended Fair Labor Standards Act of 1938.

5. When the maximum hours of compensatory time accrual is rendered, payment for overtime work must be made in cash.

6. Upon termination of employment, an employee shall be paid for unused compensatory time at the rate which is the higher of:

- a. the final regular rate of pay received by the employee or
- b. the average base rate of pay received by the employee during the last three (3) years of employment.

7. Compensatory time may not be used for the purpose of pyramiding overtime.

8. For purposes of this Article, active pay status is defined as the conditions under which an employee is eligible to receive pay, and includes, but is not limited to, vacation leave, sick leave, personal leave, bereavement leave and administrative leave.

Holidays observed on a scheduled work day will be considered as active pay in the computation of hours for overtime purposes.

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

10. Requests for compensatory time off may be submitted within twenty-four (24) hours in advance of the anticipated time off. Such request shall be given every reasonable consideration.

All requests must be followed up by a request in writing submitted at a reasonable time after the initial request.

22.08 Overtime Assignment

Unscheduled overtime will be offered to employees on duty starting with the most senior qualified employee, except when the nature of the enforcement duties being performed need to be completed by the incumbent. If the overtime assignment is not filled by the above, it will be offered to the most senior qualified employee available who is assigned to that work location. If the overtime assignment cannot be filled by either of the above, the least senior qualified employee on duty will be required to work. If the least senior employee is unavailable, then the next least senior employee(s) shall be required to perform the overtime assignment(s).

Good faith attempts will be made to equalize scheduled overtime at any one facility. Scheduled overtime is defined as any overtime of which the Employer has forty-eight (48) hours advance notice.

22.09 Reporting to Work

Employees shall be at their work sites, report-in location or headquarters location by their shift starting time. Any employee who must begin work at some location other than his/her actual work location or headquarter county shall be compensated according to current Department/Agency practices.

The report-in location of employees assigned to enforcement and special investigations at the Department of Liquor Control, shall be twenty (20) miles from their home or the location at which they join their partner whichever is less. Employees who are on authorized travel expenses, greater than forty-five (45) miles from their home, have the option to commute. Employees who wish to commute rather than claim travel expenses may request to commute by use of a Request for Waiver of Travel Expenses form. Employees making such requests shall waive

their right to the twenty (20) miles payment provision described in the Article except for the following:

- A. Payment on the first day to the assignment and payment on the last day on the return trip from the assignment;
- B. Those employees who live less than forty-five (45) miles from their work assignment shall not be offered this waiver. The Employer shall not arbitrarily order an employee into per diem status whose work assignment is less than forty-five (45) miles from his/her home.

All other employees of the Department shall continue the current report-in practices.

22.10 Stand by Pay

Whenever an off-duty employee is placed on a stand by basis by the Employer he/she will be paid one-half of his/her regular rate of pay for all hours that he/she is actually on stand by.

22.11

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

ARTICLE 23 - TEMPORARY WORKING LEVEL

23.01 Payment of Temporary Working Level

The Employer may temporarily assign an employee to replace an absent employee or to fill a vacant position during the posting and selection process. If the temporary assignment is for a continuous period in excess of four (4) days, the affected employee shall receive a pay adjustment which increases the employee's step rate of pay to the greater of the: a) classification salary base of the higher level position or b) a rate of pay at least five (5) percent above his/her current step rate of compensation. The pay adjustment shall in no way affect any other pay supplement which shall be calculated using the employee's normal classification salary base. The employee shall receive

the pay adjustment for the duration of the temporary assignment. A position filled in this manner for more than three (3) months shall be posted in accordance with the Transfer or Promotion sections of this Agreement unless the vacancy is caused by a long term illness from which the employee is expected to return.

23.02 Bargaining Unit Status

An employee temporarily assigned to a position excluded from the bargaining unit shall maintain his/her seniority and grievance rights within the bargaining unit for the period of his/her assignment. He/she shall continue to be subject to Article 11 of this Agreement. An employee cannot act in the capacity of an official of the Labor Council while serving in a position outside the bargaining unit.

Upon completion of the temporary assignment, with the approval of the Fraternal Order of Police, Ohio Labor Council, Inc., the Employer shall resume recognition of the employee's Labor Council responsibilities.

ARTICLE 24 - SHIFT TRADE

Bargaining unit members may trade shifts with employees in their classification subject to the following provisions:

1. All requests for shift trades must be approved by the immediate supervisor. Requests for shift trade shall not be unreasonably denied.
2. Shift trades shall not create an overtime liability for the Employer.
3. The date(s) requested for shift trade shall be mutually agreed upon by the employees involved. All requests for shift trade must be made in writing two (2) weeks prior to the date(s) requested; however, this requirement may be waived by the Employer.
4. Once an employee has traded shifts he/she shall not

request a shift trade for the duration of his/her temporary shift adjustment.

ARTICLE 25 - RIDING WITH MEMBERS OF THE BARGAINING UNIT

Labor Council staff representatives may ride with members of the bargaining unit with permission from the appropriate supervisor and the bargaining unit member, provided that an appropriate waiver of liability is executed. Labor council staff representatives shall not interfere with the duties and responsibilities of the bargaining unit member or carry a weapon while riding in the vehicle.

ARTICLE 26 - RESIDENCY

Members of the bargaining unit are required to abide by the statutory residency provisions provided for State employees.

In addition to the above provision, Division of Wildlife Game Protector 2 personnel through mutual agreement with the Chief of Wildlife Division shall reside in the county of their work assignment, and Division of Wildlife Investigators through mutual agreement with the Chief of Wildlife Division shall reside within the Work Unit of their assignment. These requirements shall apply to all future hires, transfers or promotions, effective with the signing of this Agreement. The Employer reserves the right to deny transfers or promotions if the employee refuses to agree with this residency requirement. Employees experiencing a hardship under this paragraph may petition the Chief of the Division of Wildlife for consideration of an alternate arrangement which may be accepted or denied at the Chief's discretion.

In the Department of Liquor Control, Divisions of

Enforcement and Special Investigations newly hired employees and those incumbent employees who move their residence after September 24, 1991 will have a residency requirement of forty-five (45) miles. Forty-five (45) miles is defined as forty-five (45) miles from the county courthouse of the county where the employee's district office is located. If a transfer is requested by the employee, and is granted, that employee will be required to move within forty-five (45) miles of the county courthouse of the county in which the employee's new district office is located.

ARTICLE 27 - REPORTING ON-DUTY ILLNESS OR INJURY

27.01 Reporting

Members of the bargaining unit shall promptly report an on-duty injury or illness to his/her supervisor. The employee shall complete the appropriate report forms and submit the reports to the Employer. The Employer shall provide a copy of the forms and any accident investigation report to the employee upon the employee's request.

27.02 Worker's Compensation

The Employer shall comply with the provisions of the Workers' Compensation Law of the State of Ohio. The Employer shall provide copies of Workers' Compensation claim forms and any medical information relating to the claim to the employee upon the employee's request.

27.03 Agency Responsibility

If a bargaining unit member is injured on the job, the Employer will secure medical attention and, if necessary, provide transportation to the nearest medical facility. Bargaining unit members who experience work-related illness or injury on the job will be paid their regular rate for the balance of their shift. When bargaining unit members are no longer able to perform the

reasonable and substantial duties of their position after sustaining on-the-job illness or injury they will be placed on the appropriate leave effective with the following shift.

ARTICLE 28 - MEDICAL EXAMINATIONS

28.01 Submission to Medical Examination

The Employer may require that an employee submit to a medical examination in accordance with Ohio Administrative Code Section 123:1-33-04, in order to determine the employee's capability to perform the substantial and material duties of the employee's position. No approval by the Director of Administrative Services is required. The cost of such a medical examination shall be paid by the Employer and shall be conducted by a physician designated by the Employer, with a copy of the results provided to the employee at no cost.

28.02 Hazardous Material

Any employee who, while performing his/her job responsibilities, is involved with, exposed to, comes into contact with or has reason to believe that he/she has been involved with, been exposed to, or come into contact with a chemical spill, nuclear radioactive material, or hazardous industrial material shall be examined by an emergency room physician. Employees may be referred to qualified specialists by the examining room physician. The Employer will pay for such examination if not covered by the Bureau of Workers' Compensation or health insurance. Such examinations will be conducted as soon as practicable after exposure. The employee shall notify his/her supervisor as soon as practicable.

28.03 Treatment

If any conditions which may necessitate further treatment are discovered as a result of examinations conducted in accordance with this Article, the employee will be referred to the Employee

Assistance Program or medical treatment, as appropriate.

28.04 Communicable Diseases in Mental Health, Mental Retardation, and Ohio Veteran's Home

1. Each officer shall be provided with information (as part of orientation, inservice training, and on an as needed basis) on communicable diseases to which he/she may be exposed in the performance of his/her duties. Information provided to the employees shall include the symptoms of the diseases, modes of transmission, methods of self-protection and recommendations for immunization where appropriate.

2. Each officer shall be provided with information and appropriate equipment to take precautions when his/her duties bring or may bring the officer into contact with patients' blood or body fluid containing blood.

3. Each patrol vehicle will be equipped with both disposable and reusable gloves.

4. Whenever officers are called upon to assist direct care staff with a client who is in isolation or whose condition would otherwise require that the officer have additional protective clothing or equipment, it shall be provided on the unit.

ARTICLE 29 - UNIFORMS, EQUIPMENT, VEHICLES

29.01 Uniforms

The respective Departments/Agencies covered by this Agreement shall provide uniforms to Law Enforcement bargaining unit employees when the uniform is required by the Departments/Agencies. Adequate distribution and replacement of uniforms will be maintained.

When uniforms are provided by the Department/Agency, the employee shall wear the uniform during tour of duty hours as per Department policy and will be responsible for its safekeeping. An employee who fails to follow guidelines set forth by the

Employer to safeguard uniforms or equipment or who willfully destroys the uniform may be charged for replacement on a fair "wear and tear" basis.

Employees shall not wear uniforms while on off-duty status except when the employee is in route to and from work or on special assignments. Equipment and uniforms will be replaced or repaired by the Employer at no cost to members if the equipment is worn out, damaged or stolen through no fault of the employee.

All employees provided uniforms by the Employer shall receive a uniform allowance for cleaning of seventy-five dollars (\$75.00) each year. The Employer shall pay for the repair and replacement of uniforms.

All employees in the bargaining unit, who are required to normally work in plain clothes, shall receive a uniform allowance for maintenance and repair of one hundred and seventy-five dollars (\$175.00) each year. This uniform allowance shall be paid in the pay check for the pay period including July first of each year.

29.02 Equipment

The Departments/Agencies covered by this Agreement will provide appropriate equipment, accessories and supplies for maintaining equipment issued to members of the bargaining unit, as deemed necessary by the Employer.

A task force on standard uniform acquisition and replacement will be formed within 120 days of the effective date of this Agreement in the Department of Natural Resources consisting of representatives from management and the F.O.P. Within one year of the effective date of this Agreement the committee shall submit a written report to the Director.

29.03 Vehicles

1. The Departments/Agencies agree to maintain, in a safe and serviceable condition, vehicles that meet the operational needs

of the Department's enforcement operations and activities. Plugged tires will only be used as spare tires on enforcement vehicles.

2. Department of Natural Resources

a. DNR shall continue to replace enforcement vehicles with police package sedans or with four wheel drive vehicles in accordance with current practices. As funds are available, additional enforcement vehicles may be added to the current program. Officer safety and comfort and operational suitability shall be considered during the selection of enforcement vehicles. The priority use of these vehicles will be considered enforcement when conflicting demands exist.

b. All Department of Natural Resources enforcement divisions shall maintain current vehicle standards and reasonable efforts will be made to rotate enforcement vehicles among parks to equalize wear.

c. Marked patrol vehicles will only be driven by state employees. The priority use of these vehicles will be considered enforcement when conflicting demands exist.

3. Marked police vehicles used by Mental Health, Mental Retardation, State Fairgrounds, and Ohio Veteran's Home Police Officers will be equipped with a light and siren, first-aid equipment, road flares and light bars.

4. Department of Liquor Control

Vehicles driven by Liquor Control Investigators will be maintained according to current policies and procedures. In the Department of Liquor Control, Permit Division Investigators who utilize vehicles for law enforcement purposes shall have such vehicles licensed with cover plates.

5. Employees who are off-duty and who are on temporary overnight assignments away from their department or home shall be permitted, when assigned a state vehicle, to use that vehicle for personal errands of a necessary nature.

If an employee is required by the Employer to use his/her personal vehicle for state business, he/she shall be reimbursed at the rate allowed by the Office of Budget and Management (OBM), but no less than 22.5 cents (\$.225) per mile. Effective July 1, 1992, the mileage allowance will be increased to 24 cents (\$.24). Effective July 1, 1993, the mileage allowance will be increased to 25 cents (\$.25).

6. The Department of Mental Health, and the Department of Mental Retardation and Developmental Disabilities will provide a protective vest to each officer who requests such equipment. Such equipment shall be worn by the officer in accordance with the written procedures and policies of the respective agencies.

7. The Department of Natural Resources, Division of Forestry, will provide a protective vest to each officer who requests such equipment. Such equipment shall be worn by the officer in accordance with the written procedures and policies of the agency.

29.04 Equipment

1. Employees will not be required to repair state-issued shoes.

2. Appropriate gloves and resuscitator masks will be available in all enforcement vehicles.

3. All watercraft shall be inspected at least once per year by the Division of Watercraft.

4. Departments of Mental Health, Mental Retardation, and Ohio Veteran's Home will provide first aid supplies and infection control equipment in the police office and each patrol vehicle, and access to protective equipment located on each ward/unit, appropriate to the nature of the officer's duties and in accordance with the facility's written infection control program.

5. Nightsticks shall and other equipment may be provided and shall be used in accordance with the written policies in the Departments of Mental Health and Mental Retardation.

29.05 Badge

All employees shall be given their badge upon retirement and sold their service weapon at the initial purchase price, less 20% depreciation each year until the remaining price is \$1.00.

ARTICLE 30 - COMPENSATION FOR LOST OR DAMAGED PERSONAL PROPERTY

If the personal property of a member of a bargaining unit is lost, damaged, or destroyed as the result of actions arising out of the member's performance of official duties, the Employer will compensate the member for the property, repair the property, or replace the property to the limits set forth below.

The member must file a written report of the incident to the Employer immediately after the loss, destruction, or damage, and the Employer shall determine the replacement eligibility. The report will contain a description of the property, an explanation as to how the property was lost, destroyed, or damaged, and an estimated cost of repair or replacement. Where practicable, the property should be available for inspection.

This Article shall only apply to the following:

1. Wrist watch up to \$50;
2. Prescription eye glasses up to \$100 and only to the extent that such replacement is not covered by the State's optical plan, and/or Workers' Compensation. This may include up to one pair of prescription sunglasses.

ARTICLE 31 - PROMOTIONS

31.01 Vacancies

A bargaining unit vacancy is defined as a position above entry level for a full or part-time permanent position in the bargaining unit which the Employer has determined to fill. All vacancies as

defined above shall be filled through promotion except when pursuant to Article 33. A promotion is the movement of an employee to a position in the bargaining unit which pays more. When such a vacancy occurs, the Employer shall post notification in a conspicuous manner at the Agency's district office/facility. In the Department of Natural Resources and the Department of Liquor Control such notices shall be posted agency-wide. Employees who do not report to an office shall continue to receive notification by mail.

Vacancy notices will list the qualifications, abilities, skills and duties as specified by the job description for that position. They shall be posted no later than ten (10) days prior to the closing date for submitting a job application.

31.02 Selection Process

Bargaining unit employees who file timely applications for promotions shall be considered for the vacant positions. Where abilities are determined equal bargaining unit seniority shall be the deciding factor. Affirmative action shall be a valid criteria in determining abilities.

Selection utilizing this criteria shall be made in the following order:

1. Same classification series within the same agency;
2. Bargaining unit members within the same agency;
3. Bargaining unit members.

Applicants from Group #3 who are not selected may only grieve on the basis of non-consideration.

Employees who bid shall be given written notification of the results of the selection.

The Employer may establish formal competitive examinations for promotions. All examinations for promotions shall be competitive and in writing. In promotional examinations, credit for seniority in service shall be added to the examination grade if the applicant achieves the minimum passing score on the

examination. When examinations have been given, in all cases where vacancies are to be filled by promotional testing, the Employer shall certify the names of the employees passing the exam in order of score. The eligibility list will be posted at all facilities. The Employer may promote employee with the highest rating first. No rule of three shall apply.

31.03 Probationary Period

Employees who are promoted shall serve a probationary period up to one hundred and eighty (180) days. If the employee fails to perform the job requirements of the new position to the Employer's satisfaction, the Employer maintains the right to return the employee to his/her original classification held previous to the promotion. Such reduction shall be at the sole discretion of the Employer. Management's decision to return unsatisfactory employees to their original classification during the probationary period shall be grievable at Step 3. This step shall be the final level of review, and shall not be subject to arbitration. If a transfer is required as a result of a probationary reduction, then the transfer will be considered required by the Employer.

ARTICLE 32 - STANDARDS OF PERFORMANCE

The Employer and the Ohio 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.

The Department/Agency retains the right to evaluate employees periodically. If the Department/Agency chooses to use a performance evaluation instrument different than that utilized by the Department of Administrative Services, the Employer/Agency shall notify the Fraternal Order of Police, Ohio Labor Council, Inc. and consult with them prior to implementing the new instrument. Performance evaluations may be appealed to the Department/Agency Director or his/her assignee which shall be the final level of review. Employees may comment in writing regarding their performance evaluation. These comments may be made on the evaluation form or attached to it.

ARTICLE 33 - TRANSFER AND REASSIGNMENT

33.01 Transfers

Should the Employer desire to fill a position by transfer, the position will be posted at all facilities for a period of seven (7) calendar days. Employees who do not report to an office shall continue to receive such notifications by mail. 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 on ability and seniority. If no bid is received, the most junior employee shall be transferred.

33.01.1 ODNR Transfers Selection Process

ODNR employees who file timely applications for transfer will be considered for the posted position. Selection shall be based on ability and seniority. Selection utilizing this criteria shall be made in the following order:

1. Same classification
2. Same pay range, same division
3. Same pay range, same agency
4. All other bargaining unit members

Applicants of Group #4 may not grieve non-selection.

B. ODNR (Parks and Recreation)

Transfers shall be determined by staffing levels if the transfer of a bargaining unit member reduces the staffing level by fifty (50%) percent or more. The Department may waive the fifty (50%) percent staffing level requirement if operational efficiency is not adversely affected or if it is practicable to utilize temporary assignments.

33.02 Reassignments

Work assignments within like classifications series may be made as necessary to maintain operations. In the Department of Liquor Control, when management determines to fill a vacancy in the divisions (with the exception of Special Investigations and Internal Affairs) affected by this Agreement, employees in like classifications are eligible to indicate their interest for work reassignment to this vacancy. Such expressed interest will be given first consideration by management on the basis of ability and seniority. If Peace Officer training is required as a condition of employment in the division where the vacancy exists, such a reassigned employee shall be given the opportunity to receive the required training within one year at the Employer's expense. Failure to successfully complete the required training will result in a reassignment back to his/her original position.

Each member of the bargaining unit from the Department of Liquor Control may submit his/her request for reassignment to another division (except Special Investigations and Internal Affairs) to the Personnel Division of the Department of Liquor Control. All requests shall be given first consideration as vacancies occur.

3.03 Moving

Members who have been permanently transferred shall be given two (2) paid days at their regular rate off for moving. Moving expenses will be authorized and paid by the Employer for employees when the transfer has been mandatorily required by the Employer or in the event of a residency requirement, as determined by the Employer. Moving expenses will not be authorized when the transfer is at the request of the individual or the initial move of the cadets upon graduation and assignment from the Academy. When reimbursed, moving expenses will be paid in accordance with the Ohio Revised Code.

3.04 Temporary Living Expenses

An employee shall be entitled to reimbursement for meals and lodging for up to twenty (20) working days, as provided by the 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 reimbursed.

3.05 Transfers

Transfers and work location reassignment will not be used as a discipline.

ARTICLE 34 - SENIORITY

34.01 Seniority Definition

34.01.1 State Seniority

The total length of continuous service in a position or succession of positions within the employ of the State dating back to the last date of hire.

34.01.2 Classification Seniority

The length of continuous service in a classification beginning on the last date of hire or transfer into said classification.

C. Classification Series Seniority

The length of continuous service in a position or succession of positions within the same classification series.

D. Agency Seniority

The length of continuous service in the employ of the Agency dating back to the last date of hire.

E. Bargaining Unit Seniority

The length of continuous service in a position or succession of positions within bargaining unit two (2).

34.02 Termination of Continuous Service

A. Continuous service shall terminate when the employee:

1. Quits, resigns, or is otherwise separated from employment for more 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;

c. Sick leave;

d. Disability leave; or

e. Occupational injury leave

B. Continuous service for the purpose of calculating classification seniority, classification series seniority and bargaining unit seniority shall also terminate when a member is promoted out of the bargaining unit after the effective date of this Agreement and has successfully completed his/her probationary period.

C. Continuous service will not be interrupted if the employee was on approved leave of absence.

34.03 Seniority Lists

The Employer shall prepare and maintain seniority lists of all employees and shall furnish said lists semi-annually to the Labor Council. Such lists shall include the name, current classification,

Classification Seniority, State Seniority, for each bargaining unit employee and location of employees.

34.04 Identical Hire Dates

When two (2) or more employees have the same Like Classification Seniority dates within an agency, seniority shall be determined by State Seniority. Should a tie still exist, seniority shall be based on the last four (4) digits of the employee's Social Security numbers. The lowest number shall be considered the most senior.

ARTICLE 35 - REDUCTION IN FORCE

35.01 Layoffs

Layoffs of employees in the bargaining unit may only be made pursuant to the Ohio Revised Code 124.321 et. seq. and Administrative Rule 123:1-41-01 et. seq. except as modified by this Article.

35.02 Guidelines

The Labor Council will be notified in writing of the targeted classifications/positions involved in the layoff. Bargaining unit seniority as defined in Article 34 shall be used to determine the order of layoff and recall. The use of retention points is hereby abolished. Performance evaluations will not be a factor in layoff.

35.03 Bumping or Displacement

Within the Department of Liquor Control, laid off bargaining unit employees by seniority shall have one option within the State of Ohio.

All other laid off employees by seniority shall have one option within the applicable facility or agreed upon layoff district as set forth in Appendix B or C in the following order:

- a. To displace the least senior within the same like classification or;

- b. To bump the least senior within the same like classification series or;

- c. To bump the least senior within the classification from which he/she had been promoted within the bargaining unit or;

- d. To be laid off and await recall to the facility or district where the layoff occurred.

35.04 Recall

Employees on layoff shall have recall rights for a period of twenty-four (24) months with the most senior recalled first within the applicable jurisdiction. Notification of recall shall be by certified mail to the employee's last known address. If the employee fails to report for work within five (5) days following receipt of notification, he/she shall forfeit recall rights.

Any employee who must move to fill a position for any reason set forth in this Article shall not be entitled to reimbursement for any expenses resulting from the move.

All layoffs, abolishments and displacement appeals shall be filed directly at Step 4 of the grievance procedure.

35.05 Closing of Facilities

Employees outside of a district who are on layoff due to a facility closing shall be considered, by seniority, for existing vacancies that the Employer determines to fill. These employees shall only be considered for vacancies in the same like classification that they held immediately prior to the layoff. Recall lists must be exhausted before such vacancies can be made available to employees from other districts. If an employee rejects a vacancy offered pursuant to this Section, the employee will not forfeit his/her recall rights.

Any employee who must move to fill a position for any reason set forth in this Article shall not be entitled to reimbursement for any expenses resulting from the move.

All layoffs, abolishments and displacement appeals shall be filed directly at Step 4 of the grievance procedure.

35.06

In reference to Appendix A of this Agreement in the event that any of the specifications for those classifications listed in Appendix A were modified by classification modernization, it is the intention of the State that those classifications will continue to be covered by the existing language of Article 35 and shall be treated as the same like classifications.

For purposes of layoff the Liquor Control Compliance Officer is considered "same like classification" as Investigator 1 and Investigator 2. Transfers will be permitted in accordance with Section 33.01 and Section 33.02, so that Department of Liquor Control bargaining unit members will be given first consideration as vacancies occur in compliance officer positions.

ARTICLE 36 - EDUCATION AND TRAINING

36.01 Guidelines

The Department/Agency agrees that the Fraternal Order of Police, Ohio Labor Council Director or his/her designee shall be given the opportunity to participate in and give input into training programs established by the respective Departments/Agencies which affect bargaining unit members.

Each Agency shall meet the training requirements established by this Article, state statutes or mandated by the Ohio Peace Officer's Training Council (OPOTC) for the officers classified as Peace Officers under the Ohio Revised Code 109. Courses taught that are mandated by OPOTC shall be conducted by OPOTC certified instructors in the subject matter. Other training courses that require a skill or level of knowledge retention shall be taught by qualified instructors or certified instructors, if applicable. For employees required to carry firearms, an OPOTC qualified firearms instructor shall be present during firearms qualifications. Failure to qualify due to an ammunition

or firearm failure through no fault of the employee will permit the employee to be retested. Reasonable practice time for weapons qualifications will be provided by the Employer. Driving time shall not be included as training time.

36.02 Ohio Department of Natural Resources

A minimum of thirty-six (36) hours of law enforcement related in-service training will be provided annually by the Department to each member of the bargaining unit. The hours spent in annual firearms qualification and in meeting training requirements mandated by the Ohio Peace Officers Training Council to retain Ohio Peace Officer Certification shall be considered as part of the thirty-six (36) hours of annual in-service training.

The Department retains the right to require any member of the bargaining unit to attend additional training provided by or for the Department. The costs of training required by the Department will be paid for by the Department and will be paid at regular rate.

36.03 Mental Health/Mental Retardation/State Fairgrounds/Ohio Veteran's Home

All members of the bargaining unit employed and commissioned as police officers in the Department of Mental Health and the Department of Mental Retardation and Developmental Disabilities, the Ohio State Fairgrounds and the Ohio Veteran's Home, shall be required to successfully complete the Ohio Police Officer Training Council's Basic Police Training. All training is to be paid by the Employer at regular rate. All members of the bargaining unit originally appointed as a police officer after the effective date of this contract shall be required to successfully complete the Ohio Peace Officer Training Council's Basic Police Training within one (1) year of the original date of appointment. Failure to successfully complete the Basic Police Training shall result in termination of

employment and is not subject to the disciplinary grievance procedure. Possession of a current OPOTC Basic Police Training Certificate shall be deemed as being in compliance with this provision.

Any additional training required by statute or the OPOTC to retain certification as an Ohio Peace Officer will be provided by the respective agency or facility. Failure to successfully complete the additional required training either within one (1) year or the period specified by statute or the OPOTC, as may be appropriate, shall result in termination of employment and is not subject to the disciplinary grievance procedure.

The Departments retain the right to require additional training requirements at the Employer's expense as deemed necessary. A minimum of twenty (20) hours of training will be provided annually to each employee.

36.04 Department of Liquor Control

The Department of Liquor Control agrees to provide, at the Employer's expense, the training mandated by the Ohio Peace Officer Training Council to obtain or retain Ohio Peace Officer Certification, to those members of the bargaining unit required to receive Peace Officer training by the Ohio Revised Code. Any newly hired member of the bargaining unit who fails to successfully complete the required training within one (1) year of appointment shall have his/her employment terminated. All training is to be paid by the Employer at regular rate. A minimum of twenty (20) hours of training will be provided annually to each employee, but not less than that which is currently provided.

Any bargaining unit members in the Division of Enforcement who have not received OPOTC training shall be afforded the opportunity to receive the basic OPOTC training. Any current bargaining unit members in the Division of Beer and Wine who desire the basic OPOTC training will receive such training.

36.05 Education

The Employer encourages those bargaining unit members who wish to pursue further education and/or training in addition to programs provided by the Employer.

The Employer will reimburse members of the bargaining unit up to one-half of their tuition fees for any training or education received at an institution of higher education located within the State of Ohio, based on the following:

1. The employee receives a grade for each course equivalent to a numerical grade of 2.5 or higher on a 4.0 scale.
2. The education or training is received at an institution that is authorized by the Ohio Board of Regents and is accredited by the North Central Association of Colleges and Schools.
3. The employee submits certified proof of completion of the course and a receipt to his/her facility administrator showing the tuition involved has been paid.
4. The employee submits a written request to his/her facility administrator prior to the start of the course for which tuition reimbursement is sought, and receives approval for the request.
5. The contents of the 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 Employer may grant permanent employees paid leave during regular work hours to participate in non-agency training/continuing education programs which are directly related to the employee's work and will lead to the improvement of the employee's skill and job performance.

The Director/Superintendent or his/her designee will retain final authority to approve or deny all such tuition reimbursement and leave requests, based on sound management practices,

including the availability of funds. If limitation of funding prevents all tuition reimbursement requests from being approved, bargaining unit members enrolled in a degree program will receive first consideration. If funding limitation further prevents all members enrolled in a degree program from being approved, the member who has been continuously enrolled in a specific degree program will receive first consideration.

Any such request for tuition reimbursement will not be unreasonably denied.

ARTICLE 37 - VACATION ALLOWANCE

37.01 Rate of Accrual

Permanent full-time employees shall be granted vacation leaves with pay at regular rate as follows:

Length of State Service	Per Pay Period	Accrual Rate
		Per Year
Less than 1 year	3.1 hours	80 hours upon completion of one year of service
1 year or more	3.1 hours	80 hours
5 years or more	4.6 hours	120 hours
10 years or more	6.2 hours	160 hours
15 years or more	6.9 hours	180 hours
20 years or more	7.7 hours	200 hours
25 years or more	9.2 hours	240 hours

Effective June 12, 1986 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 employees employed on that date will not be modified by the preceding sentence.

37.02 Maximum Accrual

Vacation credit may be accumulated to a maximum that can be earned in three (3) years. Further accumulation will not continue when the maximum is reached. When an employee's vacation reaches the maximum level, and if the employee has been denied vacation during the past twelve (12) months, the employee will be paid for the time denied.

Annual Rate of Vacation	Accumulation Maximum
80 Hours	240 Hours
120 Hours	360 Hours
160 Hours	480 Hours
180 Hours	540 Hours
200 Hours	600 Hours
240 Hours	720 Hours

37.03 Eligible Employees

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

37.04 Vacation Leave

1. Vacation leave shall be taken only at times mutually agreed to by the Employer and the employee. The Employer may establish minimum staffing levels for a facility work location which could restrict the number of concurrent vacation leave requests which may be granted for that work location.

2. The Employer shall grant first priority to vacation leave requests received at least six (6) months, but not more than one (1) year, prior to commencement of the requested vacation leave period. Such vacation requests shall be granted with preference to employees with the greatest classification seniority. Vacation leave requests received less than six (6) months prior to the commencement of the requested vacation leave period shall be granted with preference to requests from employees with the greatest classification seniority. Requests received more than six (6) months prior to the commencement of the requested vacation leave period shall receive priority over requests received less

than six (6) months prior to the commencement of the requested vacation leave period regardless of seniority.

3. Notification of disapproved or tentative approval (i.e., subject to proper seniority pick) will be given to the requesting employee within two (2) weeks of the submission of the request.

4. 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.

5. When an emergency exists, as provided by Article 61, all vacation leave requests may be denied, including those requests already approved. If an employee is called back to work from a scheduled vacation leave period due to operational needs, the employee will have the right to take the vacation leave at a later time. Said employee will be compensated at time and one-half of his/her base rate for the time the employee is on recall status.

37.05 Termination from Service

Upon termination for any reason, all vacation leave balances will be paid at regular rate to the employee at the time that the employee received his/her pay check for the final pay period of work. Employees separating from employment with less than one year total service will not be paid for any accrued vacation hours.

ARTICLE 38 - HOLIDAYS

38.01 List of Days

Full-time employees of the bargaining unit will have the following holidays:

1. New Year's Day - (first day in January)
2. Martin Luther King's Birthday - (third Monday in January)
3. President's Day - (third Monday in February)

4. Memorial Day - (last Monday in May)
5. Independence Day - (fourth of July)
6. Labor Day - (first Monday in September)
7. Columbus Day - (second Monday in October)
8. Veteran's Day - (eleventh of November)
9. Thanksgiving Day - (fourth Thursday in November)
10. Christmas Day - (twenty-fifth of December)
11. Any day declared by the Governor of the State of Ohio or the President of the United States.

For employees who are working other than Monday through Friday schedules, holidays will be observed on the days listed in this section.

38.02 Holiday Pay

Full-time employees are automatically entitled to eight (8) hours of holiday pay at regular rate 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 38.03 of this Article.

1. If the holiday occurs during a period of sick or vacation leave the employee shall not be charged for sick leave or vacation for the holiday.

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

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

4. A holiday falling on a Saturday will be observed on the preceding Friday, and a holiday falling on a Sunday will be observed on the following Monday. Full-time employees with work schedules other than Monday through Friday are entitled to pay for any holiday observed on their day off.

38.03 Computation of Holiday Pay or Holiday 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 (1.5) times the hours worked times the total rate or receive compensatory time equivalent to one and one-half (1.5) 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 (2.5) times the total rate of pay or receive compensatory time equivalent to two and one-half (2.5) 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.

Upon separation from state service for any reason including retirement, employees will receive compensation for all holiday compensatory time earned but not used pursuant to this Section.

ARTICLE 39 - PERSONAL LEAVE

39.01 Eligibility for Personal Leave

Each full-time member shall be eligible for personal leave at regular rate of pay.

39.02 Personal Leave Accrual

Beginning with the pay period which includes December 1, 1989, all employees shall accrue personal leave at the rate of one and twenty-three hundredths (1.23) hours, not to exceed thirty-two (32) hours in one year, for each eighty (80) hours in active pay status, excluding overtime hours.

39.03 Charge of Personal Leave

Personal leave which is used by an employee shall be charged in minimum units of one (1) hour. Employees shall be charged

personal leave only for the days and hours for which they would have otherwise been scheduled to work, but shall not include scheduled overtime.

39.04 Uses of Personal Leave

Personal leave is intended to be used by an employee to address issues of a personal nature. Personal leave is not intended to be used by an employee in place of vacation leave.

Employees may use personal leave for the following reasons:

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

2. Legal or business matters which could not normally be conducted by an employee during hours other than normal scheduled work hours.

3. Family emergencies of a nature that require an employee's immediate attention.

4. Unusual family obligations which could not normally be conducted by an employee during hours other than normally scheduled work hours.

5. Examinations such as medical, psychological, dental or optical examinations of the employee, or the employee's immediate family.

6. Weddings of members of the immediate family.

7. Religious holidays which fall on a normally scheduled work day for an employee.

8. Any other matter of a personal nature.

39.05 Notification and Approval of Use of Personal Leave

Requests for personal leave should be in writing and, when possible, shall be made within a reasonable time in advance of the date or dates requested for use, unless the use is for an

emergency situation. Personal leave shall not be unreasonably denied.

The Employer shall grant personal leave requests of eight (8) hours or less received prior to the posting of a work schedule, pursuant to Section 22.02. The Employer may designate certain peak times during the year and/or minimum staffing requirements when operational needs preclude the use of personal leave, however, personal leave requests shall be approved during these peak times if the request is for a personal emergency. At non-peak times or when minimum staffing levels are met, requests for personal leave of eight (8) hours or less received with at least forty-eight (48) hours notice shall not be denied.

The Employer may restrict the number of concurrent leave requests granted at a work location. In determining which concurrent request(s) to approve, the Employer may consider the nature of the employee's personal need and the timing of the request(s).

39.06 Overtime/Compensatory Time

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

39.07 Prohibitions

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

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

Any personal leave not used prior to the pay period which includes December 1 may be carried forward or paid at the employee's option. Maximum accrual of personal leave shall be forty (40) hours. When the maximum accrual has been reached the employee shall receive payment for those hours in excess of the maximum accrual.

39.09 Conversion of Personal Leave Credit Upon Separation From Service

An employee who is separated from State service for any reason shall be entitled to convert to cash the unused amount of accrued personal leave. If a full time employee dies, the converted personal leave shall be credited to his/her estate, in accordance with Article 54.

39.10 Transfer of Personal Leave Credit

An employee who transfers from one state agency to another shall be credited with the unused balance of his/her personal leave credit up to a maximum personal leave accumulation permitted in the state agency to which the employee transfers.

ARTICLE 40 - SICK LEAVE

40.01 Definitions: Sick Leave for State Employees

A. "Active pay status" means the conditions under which an employee is eligible to receive pay, and includes, but is not limited to, vacation leave, sick leave, bereavement leave, administrative leave, and personal leave.

B. "No pay status" means the conditions under which an employee is ineligible to receive pay and includes, but is not limited to, leave without pay, leave of absence, and disability leave.

C. "Full-time employee" means an employee whose regular hours of duty total eighty (80) hours in a pay period in a state agency, and whose appointment is not for a limited period of time.

40.02 Sick Leave Accrual

Full time employees shall accrue sick leave at the rate of 3.1 hours for each eighty (80) hours in active pay status, excluding overtime hours, not to exceed eighty (80) hours in one year.

Employees that are on approved leave of absence or receiving

Workers' Compensation benefits shall be credited with those sick leave hours which they normally would have accrued upon their approved return to work.

Sick leave shall be granted to employees who are unable to work because of illness or injury of the employee or a member of his/her immediate family living in the employee's household or because of medical appointments or other ongoing treatment. The definition of "immediate family" for purposes of this Article shall be: spouse, significant other ("significant other" as used in this Agreement, is defined to mean one who stands in place of a spouse, and who resides with the employee), child, step-child, grandchild, parents, step-parents, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, great grandparents, brother, sister, step-siblings, brother-in-law, sister-in-law or legal guardian or other person who stands in the place of a parent. Sick leave may be granted to care for an employee's child regardless of whether or not the child is currently living in the same household, but in cases in which both parents are employed by the State, only one parent may be granted sick leave to care for a child at home on the same day.

A period of up to ten (10) working days of sick leave will be allowed for parenting during the postnatal period or following an adoption.

The amount of sick leave charged against an employee's accrual shall be the amount used, rounded to the nearest one half (1/2) hour. Employees shall be paid for sick leave used at their regular rate. After employees have used all of their accrued sick leave, they may choose to use accrued vacation, compensatory time or personal days or may be granted leave without pay.

40.03 Notification

When an employee is sick and unable to report for work, he/she will notify his/her immediate supervisor or designee no later than one half (1/2) hour before starting time, unless circumstances

preclude this notification. The Employer may request a statement, from a physician who has examined the employee or the member of the employee's immediate family, be submitted within a reasonable period of time. Such physician's statement must be signed by the physician or his/her designee.

If sick leave continues past the first day, the employee will notify his/her supervisor or designee every day unless prior notification was given of the number of days off. When institutionalization, hospitalization, or convalescence at home is required the employee is responsible for notifying the supervisor at the start and end of such period.

40.04 Sick Leave Policy

It is the policy of the State of Ohio to grant sick leave to employees when requested. It is also the policy of the State to take corrective action for unauthorized use of sick leave and/or abuse of sick leave. It is further the policy of the State that when corrective and/or disciplinary action is taken, it will be applied progressively and consistently.

It is the desire of the State of Ohio that when discipline is applied it will serve the purpose of correcting the performance of the employee.

Sick Leave Policy

I. Purpose

The purpose of this policy is to establish a consistent method of authorizing employee sick leave, defining inappropriate use of sick leave and outlining the discipline and corrective action for inappropriate use. The policy provides for the equitable treatment of employees without being arbitrary and capricious, while allowing management the ability to exercise its administrative discretion fairly and consistently.

II. Definition

A. Sick Leave

Absence granted per negotiated contract for medical reasons.

B. Unauthorized Use of Sick Leave

1. Failure to notify supervisor of medical absence;
2. Failure to complete standard sick leave form;
3. Failure to provide physician's verification when required;
4. Fraudulent physician verification.

C. Misuse of Sick Leave

Use of sick leave for that which it was not intended or provided.

D. Pattern Abuse

Consistent periods of sick leave usage, for example:

1. Before, and/or after holidays;
2. Before, and/or after weekends or regular days off;
3. After pay days;
4. Any one specific day;
5. Absence following overtime worked;
6. Half days;
7. Continued pattern of maintaining zero or near zero leave balances; or
8. Excessive absenteeism - use of more sick leave than granted.

III. Procedure

A. Notification of Leave Balance

Sick leave usage will be measured from December 1 through November 30 of each year. When an employee's sick leave balance reaches or falls below sixteen (16) hours of new sick leave according to the payroll journal, the Personnel Department will notify the employee using "Notification of New Sick Leave Balance" form of his/her sick leave balance. Copies will go to the Agency Head or designee, immediate supervisor and Labor Relations Officer. The Agency Head or designee will make himself/herself available if the employee wishes to discuss extenuating or mitigating circumstances.

If and/or when the new sick leave balance is exhausted, the Personnel Office will again notify the employee in writing of a zero balance in new sick leave with copies to the Agency Head or designee or the immediate supervisor. The Agency head or designee shall jointly meet with the employee to discuss his/her use of sick leave. The purpose of this meeting shall be to allow the employee the opportunity to discuss any extenuating circumstances concerning the use of sick leave of which the supervisor should be aware. This meeting is not for the purpose of requiring the employee to explain his/her prior use of sick leave, nor is it to be considered as disciplinary in nature.

B. Physician's Verification

At the Agency Head or designee's discretion the employee may be required to provide a statement, from a physician, who has examined the employee or the member of the employee's family, for all future illness. The physician's statement shall be signed by the physician or his/her designee. This requirement shall be in effect until such time as the employee has accrued a reasonable sick leave balance. However, if the Agency Head or designee finds mitigating or extenuating circumstances surrounding the employee's use of sick leave, then the physician's verification need not be required.

Should the Agency Head or designee find it necessary to require the employee to provide the physician's verification for future illnesses, the order will be made in writing using the "Physician's Verification" form with a copy to the employee's personnel file.

Those employees who have been required to provide a physician's verification will be considered for approval only if the physician's verification is provided within three (3) days after returning to work.

C. Unauthorized Use or Abuse of Sick Leave

When unauthorized use or abuse of sick leave is substantiated,

the Agency Head or designee will effect corrective and progressive discipline, keeping in mind any extenuating or mitigating circumstances.

When progressive discipline reaches the first suspension, under his policy, a corrective counseling session will be conducted with the employee. The Agency Head or designee will jointly explain the serious consequences of continued unauthorized use or abuse of sick leave. The Agency Head or designee shall be available and receptive to a request for an Employee Assistance Program in accordance with Article 16 (EAP). If the above does not produce the desired positive change in performance, the Agency Head or designee will proceed with progressive discipline up to and including termination.

D. Pattern Abuse

If an employee abuses sick leave in a pattern, per examples noted in the section under definitions (not limited to those listed), the Agency Head or designee may reasonably suspect pattern abuse. If it is suspected, the Agency Head or designee will notify the employee in writing that pattern abuse is suspected. The Agency Head or designee will use the "Pattern Abuse" form or notification. The notice will also invite the employee to explain, rebut, or refute the pattern abuse claim. Short of a satisfactory explanation, the Agency Head or designee may begin corrective and progressive disciplinary action.

40.05 Carry-Over and Conversion

In the pay period including December 1 employees will be offered the opportunity to convert to cash any part of his/her accrued sick leave for the specific calendar year at the rate of fifty percent (50%). An employee not exercising a choice will automatically have the hours carried forward. An employee who terminates state service or retires shall convert to cash any sick leave accrued at the employee's regular rate of pay at the time of separation at the rate of fifty percent (50%). If an employee dies,

the converted sick leave shall be credited to his/her estate. An employee who is granted military leave or leave without pay may be paid for accrued sick leave or may keep it in reserve for use upon return at his/her discretion. An employee who is re-employed, reinstated or recalled from lay off and who received a lump sum payment for unused sick leave may have such days restored by returning the amount paid by the Employer for the number of days to be restored.

Employees hired after July 1, 1986, who have previous service with political subdivisions of the State may use sick leave accrued with such prior employers but shall not be permitted to convert such sick leave to cash.

An employee who transfers from one bargaining unit to another shall be credited with the unused balance of his/her sick leave balance up to the maximum sick leave accumulation permitted in the bargaining unit to which the employee transfers.

40.06 Health Insurance Coverage During Lost Time Worker's Compensation Eligibility

Employees receiving Worker's Compensation who have health insurance shall continue to be eligible for health insurance at no cost to the employee not to exceed twenty-four (24) months. Further, pending the certification of a Worker's Compensation award, the Employer shall continue group health insurance coverage at no cost to the employee, including the employee's share of such costs, for a period not to exceed twenty-four (24) months. The Employer has the right to recover such payments if the worker's compensation claim is determined to be non-compensable.

ARTICLE 41 - BEREAVEMENT LEAVE

If a bargaining unit member has completed his/her initial probationary period and is absent from work due to the death of

a member of his/her immediate family, he/she will be paid for time lost at regular rate from his/her regular scheduled tour of duty shift up to a maximum of three (3) consecutive work days. Time may be extended by use of vacation, personal, or sick leave with approval of the employee's supervisor. No reasonable request shall be denied.

For purposes of this Article, immediate family shall include: spouse or significant other (which is defined to mean one who stands in place of a spouse and resides in the home of the employee), children, step-children, grandchildren, parents, grandparents, brothers, sisters, mothers-in-law, fathers-in-law, daughters-in-law, sons-in-law, sisters-in-law, brothers-in-law, or legal guardian or other person who stands in the place of a parent (in loco parentis).

ARTICLE 42 - OCCUPATIONAL INJURY LEAVE

42.01 Establishment

Occupational Injury Leave (O.I.L.) shall be governed by this Article and rules established by the Employer consistent with this Article. All employees in the bargaining unit shall be entitled to use O.I.L.

42.02 Maximum Hours of Occupational Injury Leave

Each employee shall be entitled to one thousand five hundred (1500) hours of O.I.L. at the regular rate of pay per independent injury incurred while on duty.

42.03 Injuries

Injuries incurred while on duty shall entitle an employee to coverage under this Article. An injury on duty which aggravates previous injury will be considered an independent injury. O.I.L. is not available for injuries incurred during those times when an employee was engaged in maintenance activities, activities of an administrative, or clerical nature, when an

employee is on a meal or rest break, or when an employee is engaged in any personal business.

42.04 Waiting Period

Occupational Injury Leave shall not be used for absence occurring within seven (7) calendar days of the injury. During that seven (7) calendar day period, unused sick leave may be used for such an absence.

42.05 Requests for Occupational Injury Leave

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

42.06 Authority to Approve or Disapprove

The Director of each Agency or his/her designee shall have the authority to approve or disapprove requests for O.I.L. Requests for O.I.L. shall not be unreasonably denied.

42.07 Procedures

1. Each department shall establish procedural rules for the administration of this program.

2. The Office of Collective Bargaining shall establish uniform procedures in accordance with this Article applicable to all employees on the following subjects:

- a. The timely reporting of incidents causing claims;
- b. The requirement for claims to be medically evaluated by an independent physician, if applicable;
- c. The obligation for each employee to obtain prompt and continuing medical treatment;
- d. The coordination of benefit and leave programs; and
- e. The approval or disapproval of claims.

42.08 Continuation of Benefits

If the employee remains disabled upon depletion of the one thousand and five hundred (1500) hours, he/she is entitled to all compensation and benefits, without a waiting period pursuant to Section 4123.55 of the Ohio Revised Code based upon the injury received, for which he/she qualifies pursuant to Chapter 4123 of

the Ohio Revised Code. Compensation shall be considered from the date that the employee ceases to receive his/her regular rate of pay pursuant to this section.

ARTICLE 43 - DISABILITY LEAVE

43.01 Eligibility

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

1. The employee is eligible for sick leave credit pursuant to Article 40 of this Agreement; or
2. The employee is on disability leave or approved leave of absence for medical reasons and would be eligible for sick leave credit pursuant to Article 40 of this Agreement except that the employee 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.

43.02 Waiting Period

Disability leave benefits shall commence with the employee's first scheduled workday following a waiting period of twenty-eight (28) consecutive calendar days. The waiting period shall commence the day after the occurrence of the disabling illness, injury, or condition.

43.03 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:

1. Performing light physical work activities; or
2. 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 Director/designee may provide such work for the employee and disability leave benefits will terminate.

If the Director/designee 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/she is capable of performing the duties of the position held immediately prior to becoming disabled or until the Director/designee is able to provide light physical work or non-stressful activity, whichever is earlier.

43.04 Return to Work

By application of the employee and with the prior approval of the Director of Administrative Services and the Director/designee, 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 Director/designee 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 Director/designee 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/her to perform the duties of the position.

43.05 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.

43.06 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 43.01 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.

43.07 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. 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 Director/designee, explaining such extenuating circumstances, must be filed within a reasonable time after the forty-five (45) day time period has expired. The Director/designee 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 written documentation to substantiate the cause, nature, and extent of the disabling illness, injury or condition for which the employee is requesting disability leave benefits. A medical examination report shall be required prior to the granting of disability leave benefits and the employee shall be responsible for the cost of obtaining such report.

3. Notification of Initial Disability Decision by the Director

The employee shall be notified in writing of the disability determination within forty (40) days of receipt of the claim by the Director of Administrative Services and shall also be advised of the right to file a grievance.

4. Submission of Additional Information

If the employee disagrees with the determination regarding the employee's request for disability leave benefits, the employee may submit additional information to the Department of Administrative Services.

Such information must be submitted within thirty (30) days of the date of the notification of the determination or within thirty

(30) days of the ending date of approved disability benefits, whichever is later. By exercising such right to submit additional information, the employee does not waive his/her right to file a grievance. The grievance must then be filed within thirty (30) days of notification of the decision based on the submission of additional information. If the employee chooses not to submit additional information, then he/she may file a grievance.

Except as modified herein, any grievance arising under this section will be filed in accordance with the procedures contained in Article 20 of this Agreement, and shall be initiated at Step Four of 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 Section I of this Article.

6. Address Change

An employee receiving disability leave benefits shall be responsible for keeping a current address on file with his/her appointing authority.

3.08 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 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 Director/designee. The Director/designee 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 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 employee may request that the initial disability application be reviewed for approval or extension of disability leave benefits.

b. Employees who receive injury pay pursuant to Article 42 of this Agreement may be eligible for disability leave benefits when injury pay expires, if they have received a final notice denying Workers' Compensation benefits and have applied for disability leave benefits within forty-five (45) days of such notice.

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

3. Any act of war, declared or undeclared, whether or not the employee is in the armed services; or

4. Participating in a riot or insurrection; or

5. Any injury incurred in the act of committing a felony; or

6. Drug addiction or alcoholism, unless the employee is in a State Employment Assistance Program treatment program or in an Ohio Department of Health certified or Joint Commission for Accreditation of Hospitals accredited in-patient facility, emergency recovery facility or intermediate primary recovery facility.

43.09 Notice of Disqualification from Receipt of Disability Leave Benefits

An employee receiving disability leave benefits will be subject to disqualification from receiving such benefits if the employee:

1. Is removed from state service or certified against except as provided under rules 123:1-33-09 and 123:1-41-21 of the Ohio Administrative Code;
2. Is not in an active pay status and is receiving retirement or disability retirement benefits from a state employees' retirement or disability system;
3. Engages in any occupation for wage or profit except as provided under Section 43.04 of this Article;
4. Engages in any act of fraud or misrepresentation involving his/her disability claim;
5. Does not consult a state licensed practitioner for necessary medical care pursuant to Section 43.06(5) of this Article; or
6. Does not notify the Director/designee and the Director of Administrative Services of a change of address pursuant to Section 43.06(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, he/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.

43.10 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/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/her claim was being processed, then it is the employee's responsibility to reimburse the Employer the insurance premiums paid on his/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/her Employer his/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.

43.11 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

of Administrative Services or his/her 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 of Administrative Services 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 third party selected shall render a medical opinion within thirty (30) days of the selection.

If the appeal to the Director of Administrative Services 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.

43.12 Disability Separation

If an employee becomes unable to perform the substantial and material duties of his/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/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 Director/designee 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 45 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 Article 45 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 Director/designee, the Department/Agency shall bear the cost of the examination.

43.13 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 utilized by the employee's appointing authority 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/her disability benefits are exhausted shall retain the right of reinstatement to a position as provided in this Article for a period of up to three (3) years from the time the employee became eligible to receive disability leave benefits.

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.

43.14 Request for Reinstatement

Any request for reinstatement following a disability separation must not be later than three (3) years following a disability separation, a leave of absence followed by a disability separation, or the period the employee received disability leave benefits followed by a disability separation. The request must be in writing.

43.15 Medical Examination

The employee requesting reinstatement from a disability separation shall be eligible for reinstatement after a medical examination, conducted by a physician to be designated by the Director of Administrative Services, or upon the submission of other appropriate medical documentation establishing that the disabling illness, injury or condition no longer exists. Designations of a physician shall be made from lists provided to the Director from the Public Employee's Retirement Board. The examination must show that the employee has recovered sufficiently from the disabling illness, injury or condition so as to be able to perform the substantial and material duties of the position to which reinstatement is sought. The cost of such examination shall be paid by the Employer. The Appointing Authority 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.

43.16 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.

43.17 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.

43.18 Notice of Return Date

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

43.19 Abuse of Disability Separation

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

43.20 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.

43.21 Pregnancy Disability

Disabilities arising from pregnancy or childbirth must be treated the same as all other disabilities in terms of eligibility for or entitlement to sick leave, extended sick leave, and/or disability leave.

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 Director/Appointing Authority or designee, be granted a leave of absence without pay subject to the provisions of this section or assignment to a light duty position if available.

A pregnant employee not eligible to receive disability leave benefits shall, upon request, be permitted to use any or all of the employee's accumulated vacation leave, or compensatory time at any reasonable time prior to or following childbirth. Such vacation leave may precede, be part of, or follow the period as defined in Section 43.12 of this Article.

ARTICLE 44 - HOSTAGE LEAVE

If a member has been taken hostage, he/she may request consideration for administrative leave at the regular rate of pay not to exceed sixty (60) days.

The Employer may request the opinion of a licensed physician to determine the employee's capability to perform the material and substantial duties of his/her position. Such requests for leave shall not be unreasonably denied.

ARTICLE 45 - LEAVES OF ABSENCE WITHOUT PAY

45.01 Requesting Leave of Absence Without Pay

The Director/designee 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.

45.02 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 Agency. Renewal or extension beyond the two (2) year period shall not be allowed.

45.03 Abuse of Leave

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

45.04 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 Director/designee, 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.

45.05 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 Director/designee.

45.06 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.

45.07 Child Care

Any employee may be granted a leave of absence without pay for purposes of child care pursuant to Section 45.02 of this Article. 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 46 - COURT LEAVE

46.01 Granting of Court Leave

The respective Department/Agency shall grant court leave with pay at regular rate to any employee who:

1. Is summoned for jury duty by a court of competent jurisdiction, or
2. Is subpoenaed to appear, based on any action arising out of his/her employment, before the court or other official proceedings.

46.02 Compensation

Any compensation or reimbursement for jury duty or for court attendance compelled by subpoena, when such duty is performed during an employee's normal working hours, shall be remitted by a state employee to the payroll officer for transmittal to the Treasurer of State.

46.03 Granting of Leave When Bargaining Unit Member is a Party to the Matter Before the Court

Any employee who is appearing before a court or other legally constituted body in a matter in which he/she is a party may be granted vacation time, leave of absence without pay, personal leave or compensatory time off. Such instances would include,

but not be limited to, criminal or civil cases, traffic court, divorce proceedings, custody, or appearing as directed as a parent or guardian of juveniles.

46.04 Court Pay

Employees appearing in a court or other official proceeding based on any action arising out of their employment shall be guaranteed a minimum of 2.5 hours at the regular rate or actual hours worked, whichever is greater. The Employer shall not change an employee's schedule or scheduled shift in order to avoid payment for such time incurred during off duty hours without the consent of the employee involved.

ARTICLE 47 - MILITARY LEAVE

All employees shall be granted military leave in accordance with appropriate federal laws or the provisions of the Ohio Revised Code in force as of the effective date of this Agreement.

ARTICLE 48 - LEAVE FOR DISASTER RELIEF SERVICES

Employees will be granted Leave for Disaster Relief Services in accordance with the provisions of Ohio Administrative Code, and Ohio Revised Code, in effect as of the effective date of the Agreement.

ARTICLE 49 - OLYMPIC COMPETITION LEAVE

Employees will be granted Olympic Competition Leave in accordance with the provisions of Ohio Administrative Code Section 123:1-34-08, in effect as of the effective date of the Agreement.

ARTICLE 50 - LIFE INSURANCE

50.01 Amount

The Employer will provide group life insurance coverage at no cost for employees of the bargaining unit who have attained one year of state service. The amount of insurance provided shall be an amount equal to the employee's annual salary, rounded up to the next higher thousand. The amount of insurance provided to employees 65 years of age but under 70 years of age shall be reduced to sixty-five percent (65%). For employees age 70 and over the amount of insurance provided shall be reduced to fifty percent (50%).

50.02 Conversion

In the event the employee terminates from state Service or reaches age 70, the employee may convert his/her life insurance to a private policy by paying the premium rate within the thirty (30) day conversion privilege date.

50.03 Disability Coverage

In the event a state employee uses all accumulated sick leave and then goes on an extended medical disability, the Employer-policyholder 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.

50.04 Insurance for Members of the Bargaining Unit Killed in the Line of Duty

Members of the bargaining unit killed in the line of duty shall receive twice the amount of coverage as specified in Section 50.01.

50.05 Optional Life Insurance

The State shall make available optional term life insurance to employees. The cost will be paid by the employee on a payroll deduction basis. The available coverage will be at least two times the employee's salary. No evidence of insurability will be

required if an adequate number of employees participate at the level of two times the employee's salary. The State will explore smoker/non-smoker rates and spousal coverage.

50.06 Benefit Trust

The benefits of the Article may, at the Employer's discretion, be administered by a Union Benefit Trust.

ARTICLE 51 - GROUP HEALTH INSURANCE

The Employer shall provide a comprehensive health care insurance program to employees. This "unified" Health Care Plan (hereinafter referred to as Ohio Med) shall be identical to the program outlined in the collective bargaining agreement between the Employer and Ohio Civil Services Association (hereinafter OCSEA).

The Employer shall contribute to the State's Comprehensive Health Insurance Plan 88% of the premium cost per month per employee until three months after the implementation of the Ohio Med Preferred Provider Organization, at which time the Employer's contribution shall increase to 90% of the premium cost per employee per month thereafter.

All State employees who elect to be in the State's Comprehensive Plan shall remain a member of that plan for the duration of this Agreement, except that an employee may change coverage plans upon a change in family status (as provided in proposed regulations for Internal Revenue Code of 1954, Section 125, #8). In addition, an employee may change to another health care provider during any open enrollment period in accordance with the rules of the plan then in effect.

In addition to the State's Comprehensive Health Insurance Plan, the Employer may contract with various Health Maintenance Organizations (HMO's) to offer health insurance. All matters regarding HMO's shall be determined pursuant to the

Employer's agreement with OCSEA. Employees may elect to enroll in an HMO during any open enrollment period. For employees electing to participate in an HMO, the Employer shall contribute to the HMO the same percent of its total rate as it contributes to the State's Comprehensive Health Plan, except that under no circumstances will the Employer contribute more actual dollars to an HMO than is contributed to the State's Comprehensive Plan.

Eligibility provisions for employees enrolling in State provided health care plans shall remain the same as those in effect on June 30, 1992. Deductibles and co-payments for all benefit programs shall be the same as those prescribed in the Employer's Agreement with OCSEA.

Prior to implementation, the Employer agrees that it will fully discuss, with the Union, any changes in the benefit structure of the State's Comprehensive Health Insurance Plan.

There shall be established a joint committee composed of representatives of management, and of the various labor unions representing state employees. The committee shall meet regularly using the procedures and performing the duties outlined in the Agreement with OCSEA.

The Employer shall provide all dental and vision benefits to the extent and in the manner outlined in the Employer's agreement with OCSEA.

The Employer shall place the employee's monthly health benefits' deductions on a pre-tax basis as permitted by Federal Law.

ARTICLE 52 - INDEMNIFICATION OF MEMBERS

52.01 Indemnification

The Employer agrees to indemnify bargaining unit members in accordance with the Ohio Revised Code Section 9.87. The

Employer shall further indemnify bargaining unit members, under the circumstances and in accordance with the procedures set forth in the Ohio Revised Code Section 9.87, from liability for compensatory or punitive damages incurred in the performance of their duties by paying any judgement in, or amount negotiated in settlement of, any civil action arising under the law of the State of Ohio, the law of any other state, or under federal law. 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.

52.02 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 all 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 53 - 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 mounted. If the member did not wear or use a badge while working, some other appropriate remembrance shall be presented to the appropriate family member. The department will fly its flags at half-staff for one week on designated days.

ARTICLE 54 - 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 55 - WAGES

55.01 Definitions of Rates of Pay

All rates of pay as used in this Agreement are defined as follows:

- A. Class base rate is the minimum hourly rate of the pay range for the classification to which the employee is assigned.
- B. Step rate is the specific value within the range to which the employee is assigned.
- C. Base rate is the employee's step rate plus longevity adjustment.
- D. Regular rate is the base rate plus supplements, whichever apply.
- E. Total rate is the regular rate plus shift differential, where applicable.

55.02 Pay Schedules

Employees in the bargaining unit shall be paid in accordance with the following pay schedule, upon ratification of the Agreement.

Pay Range	Rate Type	Step					
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6/Step 7
01	HOURLY	\$7.23	\$7.45	\$7.68	\$7.94	\$8.18	
	BI-WEEKLY	\$578.40	\$596.00	\$614.40	\$635.20	\$654.40	
	ANNUAL	\$15,038	\$15,496	\$15,974	\$16,515	\$17,014	
02	HOURLY	\$7.57	\$7.81	\$8.07	\$8.33	\$8.61	
	BI-WEEKLY	\$605.60	\$624.80	\$645.60	\$666.40	\$688.80	
	ANNUAL	\$15,746	\$16,245	\$16,786	\$17,326	\$17,909	
03	HOURLY	\$7.94	\$8.18	\$8.47	\$8.75	\$9.05	
	BI-WEEKLY	\$635.20	\$654.40	\$677.60	\$700.00	\$724.00	
	ANNUAL	\$16,515	\$17,014	\$17,618	\$18,200	\$18,824	
04	HOURLY	\$8.33	\$8.61	\$8.90	\$9.22	\$9.54	
	BI-WEEKLY	\$666.40	\$688.80	\$712.00	\$737.60	\$763.20	
	ANNUAL	\$17,326	\$17,909	\$18,512	\$19,178	\$19,843	
05	HOURLY	\$8.75	\$9.05	\$9.38	\$9.69	\$9.94	
	BI-WEEKLY	\$700.00	\$724.00	\$750.40	\$775.20	\$795.20	
	ANNUAL	\$18,200	\$18,824	\$19,510	\$20,155	\$20,675	
06	HOURLY	\$9.22	\$9.54	\$9.89	\$10.11	\$10.44	
	BI-WEEKLY	\$737.60	\$763.20	\$786.40	\$808.80	\$835.20	
	ANNUAL	\$19,178	\$19,843	\$20,446	\$21,029	\$21,715	
07	HOURLY	\$9.69	\$9.94	\$10.24	\$10.58	\$10.93	\$11.36
	BI-WEEKLY	\$775.20	\$795.20	\$819.20	\$846.40	\$874.40	\$908.80
	ANNUAL	\$20,155	\$20,675	\$21,299	\$22,006	\$22,734	\$23,629
08	HOURLY	\$10.24	\$10.58	\$10.93	\$11.36	\$11.79	\$12.28
	BI-WEEKLY	\$819.20	\$846.40	\$874.40	\$908.80	\$943.20	\$982.40
	ANNUAL	\$21,299	\$22,006	\$22,734	\$23,629	\$24,523	\$25,542
09	HOURLY	\$10.93	\$11.36	\$11.79	\$12.28	\$12.86	\$13.45
	BI-WEEKLY	\$874.40	\$908.80	\$943.20	\$982.40	\$1,028.80	\$1,076.00
	ANNUAL	\$22,734	\$23,629	\$24,523	\$25,542	\$26,749	\$27,976
10	HOURLY	\$11.79	\$12.28	\$12.86	\$13.45	\$14.04	\$14.75
	BI-WEEKLY	\$943.20	\$982.40	\$1,028.80	\$1,076.00	\$1,123.20	\$1,180.00
	ANNUAL	\$24,523	\$25,542	\$26,749	\$27,976	\$29,203	\$30,680
11	HOURLY	\$12.86	\$13.45	\$14.04	\$14.75	\$15.46	\$16.21
	BI-WEEKLY	\$1,028.80	\$1,076.00	\$1,123.20	\$1,180.00	\$1,236.80	\$1,296.80
	ANNUAL	\$26,749	\$27,976	\$29,203	\$30,680	\$32,157	\$33,717
12	HOURLY	\$14.04	\$14.75	\$15.46	\$16.21	\$17.00	\$18.71
	BI-WEEKLY	\$1,123.20	\$1,180.00	\$1,236.80	\$1,296.80	\$1,360.00	\$1,426.40
	ANNUAL	\$29,203	\$30,680	\$32,157	\$33,717	\$35,360	\$37,086

13	HOURLY	\$15.46	\$16.21	\$17.00	\$17.83	\$18.71	\$19.64	\$20.59
	BI-WEEKLY	\$1,236.80	\$1,296.80	\$1,360.00	\$1,426.40	\$1,496.80	\$1,571.20	\$1,647.20
	ANNUAL	\$32,157	\$33,717	\$35,360	\$37,086	\$38,917	\$40,851	\$42,827
14	HOURLY	\$17.00	\$17.83	\$18.71	\$19.64	\$20.59	\$21.62	\$22.70
	BI-WEEKLY	\$1,360.00	\$1,426.40	\$1,496.80	\$1,571.20	\$1,647.20	\$1,729.60	\$1,816.00
	ANNUAL	\$35,360	\$37,086	\$38,917	\$40,851	\$42,827	\$44,970	\$47,216
15	HOURLY	\$18.71	\$19.64	\$20.59	\$21.62	\$22.70	\$23.80	\$24.98
	BI-WEEKLY	\$1,496.80	\$1,571.20	\$1,647.20	\$1,729.60	\$1,816.00	\$1,904.00	\$1,998.40
	ANNUAL	\$38,917	\$40,851	\$42,827	\$44,970	\$47,216	\$49,504	\$51,958
16	HOURLY	\$20.59	\$21.62	\$22.70	\$23.80	\$24.98	\$26.23	\$27.53
	BI-WEEKLY	\$1,647.20	\$1,729.60	\$1,816.00	\$1,904.00	\$1,998.40	\$2,098.40	\$2,202.40
	ANNUAL	\$42,827	\$44,970	\$47,216	\$49,504	\$51,958	\$54,558	\$57,262

55.03 Pay Schedules

Employees in the bargaining unit shall be paid in accordance with the following pay schedule, effective with the pay period which includes July 1, 1993. The effective increase for all pay range steps shall be five percent (5%).

Pay Range	Rate Type	Step						
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
01	HOURLY	\$7.59	\$7.82	\$8.06	\$8.34	\$8.59		
	BI-WEEKLY	\$607.20	\$625.60	\$644.80	\$667.20	\$687.20		
	ANNUAL	\$15,787	\$16,266	\$16,765	\$17,347	\$17,867		
02	HOURLY	\$7.95	\$8.20	\$8.47	\$8.75	\$9.04		
	BI-WEEKLY	\$636.00	\$656.00	\$677.60	\$700.00	\$723.20		
	ANNUAL	\$16,536	\$17,056	\$17,618	\$18,200	\$18,803		
03	HOURLY	\$8.34	\$8.59	\$8.89	\$9.19	\$9.50		
	BI-WEEKLY	\$667.20	\$687.20	\$711.20	\$735.20	\$760.00		
	ANNUAL	\$17,347	\$17,867	\$18,491	\$19,115	\$19,760		
04	HOURLY	\$8.75	\$9.04	\$9.35	\$9.68	\$10.02		
	BI-WEEKLY	\$700.00	\$723.20	\$748.00	\$774.40	\$801.60		
	ANNUAL	\$18,200	\$18,803	\$19,448	\$20,134	\$20,842		
05	HOURLY	\$9.19	\$9.50	\$9.85	\$10.17	\$10.44		
	BI-WEEKLY	\$735.20	\$760.00	\$788.00	\$813.60	\$835.20		
	ANNUAL	\$19,115	\$19,760	\$20,488	\$21,154	\$21,715		
06	HOURLY	\$9.68	\$10.02	\$10.32	\$10.62	\$10.96		
	BI-WEEKLY	\$774.40	\$801.60	\$825.60	\$849.60	\$876.80		
	ANNUAL	\$20,134	\$20,842	\$21,466	\$22,090	\$22,797		
07	HOURLY	\$10.17	\$10.44	\$10.75	\$11.11	\$11.48	\$11.93	
	BI-WEEKLY	\$813.60	\$835.20	\$860.00	\$888.80	\$918.40	\$954.40	
	ANNUAL	\$21,154	\$21,715	\$22,360	\$23,109	\$23,878	\$24,814	
08	HOURLY	\$10.75	\$11.11	\$11.48	\$11.93	\$12.38	\$12.89	
	BI-WEEKLY	\$860.00	\$888.80	\$918.40	\$954.40	\$990.40	\$1,031.20	
	ANNUAL	\$22,360	\$23,109	\$23,878	\$24,814	\$25,750	\$26,811	
09	HOURLY	\$11.48	\$11.93	\$12.38	\$12.89	\$13.50	\$14.12	
	BI-WEEKLY	\$918.40	\$954.40	\$990.40	\$1,031.20	\$1,080.00	\$1,129.60	
	ANNUAL	\$23,878	\$24,814	\$25,750	\$26,811	\$28,080	\$29,370	
10	HOURLY	\$12.38	\$12.89	\$13.50	\$14.12	\$14.74	\$15.49	
	BI-WEEKLY	\$990.40	\$1,031.20	\$1,080.00	\$1,129.60	\$1,179.20	\$1,239.20	
	ANNUAL	\$25,750	\$26,811	\$28,080	\$29,370	\$30,659	\$32,219	
11	HOURLY	\$13.50	\$14.12	\$14.74	\$15.49	\$16.23	\$17.02	
	BI-WEEKLY	\$1,080.00	\$1,129.60	\$1,179.20	\$1,239.20	\$1,298.40	\$1,361.60	
	ANNUAL	\$28,080	\$29,370	\$30,659	\$32,219	\$33,758	\$35,402	
12	HOURLY	\$14.74	\$15.49	\$16.23	\$17.02	\$17.85	\$18.72	\$19.65
	BI-WEEKLY	\$1,179.20	\$1,239.20	\$1,298.40	\$1,361.60	\$1,428.00	\$1,497.60	\$1,572.00
	ANNUAL	\$30,659	\$32,219	\$33,758	\$35,402	\$37,128	\$38,938	\$40,872

13	HOURLY	\$16.23	\$17.02	\$17.85	\$18.72	\$19.65	\$20.62	\$21.62
	BI-WEEKLY	\$1,298.40	\$1,361.60	\$1,428.00	\$1,497.60	\$1,572.00	\$1,649.60	\$1,729.60
	ANNUAL	\$33,758	\$35,402	\$37,128	\$38,938	\$40,872	\$42,890	\$44,970
14	HOURLY	\$17.85	\$18.72	\$19.65	\$20.62	\$21.62	\$22.70	\$23.84
	BI-WEEKLY	\$1,428.00	\$1,497.60	\$1,572.00	\$1,649.60	\$1,729.60	\$1,816.00	\$1,907.20
	ANNUAL	\$37,128	\$38,938	\$40,872	\$42,890	\$44,970	\$47,216	\$49,587
15	HOURLY	\$19.65	\$20.62	\$21.62	\$22.70	\$23.84	\$24.99	\$26.23
	BI-WEEKLY	\$1,572.00	\$1,649.60	\$1,729.60	\$1,816.00	\$1,907.20	\$1,999.20	\$2,098.40
	ANNUAL	\$40,872	\$42,890	\$44,970	\$47,216	\$49,587	\$51,979	\$54,558
16	HOURLY	\$21.62	\$22.70	\$23.84	\$24.99	\$26.23	\$27.54	\$28.91
	BI-WEEKLY	\$1,729.60	\$1,816.00	\$1,907.20	\$1,999.20	\$2,098.40	\$2,203.20	\$2,312.80
	ANNUAL	\$44,970	\$47,216	\$49,587	\$51,979	\$54,558	\$57,283	\$60,133

55.04 Pay Range Assignments

Class #	Pay Range	Classification Title
22251	10	Wildlife Education Officer
22291	9	Game Protector 1
22292	10	Game Protector 2
22294	10	Wildlife Investigator
22521	9	Park Officer
22522	10	Park Officer Investigator
22523	10	Park Officer Specialist
22841	7	Forest Officer 1
22842	9	Forest Officer 2
23511	*	Liquor Control Investigator 1
23512	10	Liquor Control Investigator 2
23521	10	Liquor Control Compliance Officer
26611	7	Police Officer 1
26612	8	Police Officer 2
26911	9	Watercraft Officer
26912	9	Watercraft Officer Specialist
26913	10	Watercraft Asst. District Supervisor
26914	10	Watercraft Investigator
26915	10	Watercraft Education Officer

* Wording not resolved at time of printing.

55.05 Promotions

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

55.06 Probationary Step Movement

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

Movement from one (1) step to another after probation shall occur after one (1) year of service following the completion of probation in the classification if performance has been satisfactory.

55.06 Professional Certification

Bargaining unit members in the Department of Mental Retardation and Developmental Disabilities and the Department of Mental Health classified as Police Officers 2 shall receive a pay supplement equal to four percent (4%) of their step rate of pay.

In order to receive the professional certification pay supplement a member of the bargaining unit must have successfully completed Ohio Peace Officers' Training Council Basic Police Training, be commissioned by the employing agency in accordance with the Agency's procedures and successfully complete his/her probationary period.

If during the course of this Agreement, any of these persons receive an upgrade pay range adjustment, the provisions of this Article will no longer be applicable.

ARTICLE 56 - LONGEVITY PAY

56.01 Longevity Adjustment

Beginning on the first day of the pay period within which an employee completes five (5) years of total state service, each employee will receive an automatic salary adjustment equivalent to one-half percent (.5%) times the number of years service times the first step of the pay rate of the employee's classification for a total of twenty (20) years. This amount will be added to the step rate of pay.

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

56.02 Computation of Longevity

Effective June 12, 1986 only service with state agencies, i.e. agencies whose employees are paid by the Auditor of State, will be counted for the purposes of computing longevity for new

employees in the bargaining unit.

ARTICLE 57 - SHIFT DIFFERENTIAL

Bargaining unit members who are regularly assigned to work shifts, shall receive a shift differential of \$.05 per hour for each hour worked in each shift beginning between the hours of 3:00 and 9:00 pm; a shift differential of \$.10 per hour shall be paid for each hour worked in each shift beginning between 9:00 pm and 3:00 am. The shift differential shall be added to the employee's regular rate of pay. Effective at the beginning of the payroll period which includes July 1, 1993, the shift differential amounts of \$.05 and \$.10 shall be increased to thirty-five (\$.35) per hour.

ARTICLE 58 - HAZARDOUS DUTY

58.01 Liquor Control Investigator 1 and Liquor Control Investigator 2

Members of the bargaining unit who are in the classifications of Liquor Control Investigator 1 and Liquor Control Investigator 2 in the Divisions of Enforcement and Special Investigations and Internal Affairs shall receive five percent (5%) of the first step of the employee's classification's pay range as hazard duty pay. This amount shall be reduced to an hourly rate and will be paid to the employee for all hours worked.

58.02 All Other Members of the Bargaining Unit

Effective with the pay period which includes January 1, 1991, all members of the bargaining unit, except those covered by Section 58.01, shall receive two percent (2%) of the first step of the employee's classification's pay range as hazard duty pay. This amount shall be reduced to an hourly rate and will be paid to the employee for all hours worked.

ARTICLE 59 - TRAVEL

59.01 Cash Advance for Liquor Control Investigators

Bargaining unit members within the Department of Liquor Control shall be granted cash advances for travel within the State of Ohio as follows:

1. The cash advance shall cover only lodging, meal and other commonly incurred work expenses in accordance with the current provisions of rule 126-1-02 of the Ohio Administrative Code. Rates shall be the rates applied in Section 59.02 of this Article.

2. The employee must first submit a written travel plan which has been approved by the Director or his/her designee. The travel plan shall identify the work dates, travel dates, times of departure and return, destination, purpose of the trip, and all estimated expenses.

3. The cash advance shall be paid by check through the petty cash office in accordance with the employee's estimated expenses, provided such expenses do not exceed or conflict with the reimbursement rates and requirements of rule 126-1-02 of the Ohio Administrative Code and any exceptions to the rule granted by the Office of Budget and Management.

4. Work expense advances shall be provided pursuant to the Rules and Regulations of the Department.

5. Upon reaching the end of the vouchering period covering the request for advanced funds, the employee shall provide the petty cash office with a reconciliation statement approved by his/her supervisor certifying whether the estimated expenses during that period and any estimated travel during that period were actually incurred. All receipts for overnight lodging shall accompany the reconciliation statement. No receipts for meals will be required. Any change in travel or expenses shall be clearly noted and explained.

a. If the reconciliation statement indicates that actual expenses exceeded estimated expenses the employee shall be reimbursed out of the petty cash fund for additional expenses, provided such reimbursement does not exceed or conflict with the requirements of Rule 126-1-02 of the Ohio Administrative Code, any exception to the rule granted by the Office of Budget and Management, and the rates provided for in this Article.

b. If the reconciliation statement indicates that the estimated expenses exceeded actual expenses the employee shall reimburse the petty cash fund the advanced amount which was not expended within ten (10) working days.

6. An employee who has received a cash advance for expenses or reconciliation reimbursement out of a petty cash fund shall not file an OBM 7148 Travel Expense Report for those same expenses.

7. Should a change in cash advance procedures become necessary during the life of this Agreement, such change shall be discussed with the FOP prior to implementation.

59.02 Other Bargaining Unit Members

The Employer will continue to provide the standard and uniform procedure in accordance with the Office of Budget and Management and the Auditor of State under which authorized employees may secure reimbursement of personal funds expended in connection with the performance of assigned duties. Improvements in reimbursement rates by OBM shall be incorporated herein.

In accordance with the provision in the preceding paragraph, the respective departments and agencies will pay up to forty (\$40.00) dollars per day plus applicable state taxes; up to fifty (\$50.00) dollars plus tax effective July 1, 1992; and up to fifty-five (\$55.00) dollars plus tax effective July 1, 1993, for required lodging and up to fourteen dollars and fifty cents (\$14.50) per day and twenty (\$20.00) dollars effective July 1, 1992 for meals.

A State vehicle will be provided for state business.

If the agency requires an employee to stay overnight out of the state, the employee shall be reimbursed the actual cost within reason for lodging and eighteen dollars (\$18.00) and twenty-five (\$25.00) dollars effective July 1, 1992 per day for meals.

59.03 DNR Direct Billing

In the event that Department of Natural Resources Officers are required to stay for multiple overnight assignments, the Department of Natural Resources shall arrange for direct bill payment by the Department provided there is lodging geographically accessible that is agreeable to direct bill payment.

ARTICLE 60 - ODNR - WILDLIFE DIVISION SUPPLEMENT

The Employer shall pay sixty dollars (\$60) per month to Wildlife Investigators, Wildlife Education Officers and Game Protectors 1 and 2 who are required by their Employer to maintain an office in their homes on a permanent basis. This payment will compensate these employees for the use of their homes as office space, i.e., public listed phone, storage, etc. Effective July 1, 1993, this allowance shall be increased to seventy dollars (\$70) per month.

ARTICLE 61 - DEFINITION OF EMERGENCY

For purposes of this Agreement, an emergency will be defined as any situation declared by the Governor of Ohio or the Director/Superintendent 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.

ARTICLE 62 - COPIES OF THE AGREEMENT

The State shall reproduce one (1) 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.

Copies will be provided within ninety (90) days of the date the parties sign the Agreement.

ARTICLE 63 - INTRA-OFFICE MAILING SYSTEM

The Labor Council shall be allowed to use the existing intra-department mail system of the Employer. Such use must be reasonable 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. Notification(s) of meetings.

No literature involving political activity prohibited by the Ohio Revised Code Section 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 person's designee.

ARTICLE 64 - ERRONEOUS WAGE PAYMENTS

In instances where wages are paid to an employee as a result of an error by the Employer and are not readily identifiable to the employee, a schedule for repayment by the employee shall be worked out with the payroll officer of the agency and the payroll services section of the Department of Administrative Services.

ARTICLE 65 - CLASSIFICATION

65.01 Job Audits and Appeal

A. New employees shall be provided a copy of their position descriptions. When position descriptions are changed, employees shall be furnished a copy. Any employee may request a copy of his/her current position description.

B. If an employee believes that he/she has been assigned duties substantially beyond the scope of his/her current classification, and the assigned duties have been performed for more than five (5) consecutive work days, then the employee may file a grievance with the Agency designee. The grievance must state specifically the different duties performed, the higher classification that contains those duties and how those duties differ substantially from the ones normally assigned to the classification of the employee. Filing a grievance under this Article bars an employee from filing a subsequent grievance regarding job duties for one calendar year from the date of signing the grievance if his/her Position Control Number has not changed.

The Agency designee will review the grievance filed, conduct an investigation if necessary, and issue a written decision within fifteen (15) calendar days. If the Agency designee determines that the grievant is performing duties not contained in his/her classification, the agency designee will direct the appropriate

management representative to immediately insure that the grievant stops performing those particular duties. No meeting shall be held.

If the Agency designee determines that the duties outlined in the grievance are being performed by the grievant, the agency designee will issue an award of monetary relief. The amount of the monetary award shall be the difference between the grievant's regular hourly rate of pay and the hourly rate of pay (at the applicable step) of the higher classification. In no event shall the monetary award be retroactive to a date earlier than five (5) calendar days prior to the date of the original grievance and will end on the date of the award.

C. If the FOP is not satisfied with the decision of the Agency Director, they may appeal the decision to the Office of Collective Bargaining. This appeal must be filed within five (5) calendar days of the employee's receipt of the Agency Director's decision.

D. After receipt of such grievance, the Director of the Office of Collective Bargaining shall investigate and issue a decision within thirty (30) calendar days.

E. If it is determined that the grievant is performing duties not contained within his/her classification, the Director of the Office of Collective Bargaining shall direct the Agency to immediately discontinue such assigned duties.

If the duties are determined to be those contained in a classification with a lower pay range than that of the employee's current classification, no monetary award will be issued and appropriate duties shall be given to the employee.

If the duties are determined to be those contained in a classification with a higher pay range than that of the employee's current classification, the Director of the Office of Collective Bargaining shall issue an award of monetary relief, provided that the employee has performed the duties for a period of five (5) or

more days.

F. Notwithstanding the provisions of Paragraph E, if the employee was assigned the improper duties during the existence of an emergency, the Director of the Office of Collective Bargaining shall deny the grievance.

G. Grievances hereunder may be processed only in accordance with this Article.

H. If the Union is not satisfied with the decision of the Director of the Office of Collective Bargaining, the grievance may be appealed to arbitration, in writing, within twenty (20) days of the Office of Collective Bargaining answer or date it was due.

The parties shall schedule an arbitrator to determine if an employee was performing the duties contained in a classification which carries a higher pay range than the employee's current classification and for what period of time.

Present at the hearing shall be a union representative, the grievant or the employee whose duties are being challenged, and a management representative and agency designee who will present their arguments to the arbitrator. The arbitrator will issue a binding bench decision at the conclusion of the hearing, which will identify if the employee was working out of classification and for what period of time. If the arbitrator determines that the employee is performing duties in a classification which carries a higher pay range than the employee's current classification, the arbitrator shall direct the Employer to immediately discontinue such assigned duties. The determination of a monetary award shall be in accordance with Section 65.01 (B), above.

The expenses of the arbitrator shall be borne equally by the parties.

65.02 Classification Changes

The Employer through the Office of Collective Bargaining may create classifications, change the pay range of classifications,

authorize advance step hiring if needed for recruitment problems, or other legitimate reasons and issue specifications for each classification as needed. If any pay range is decreased, then the Office of Collective Bargaining will negotiate the change with the Ohio Labor Council, Inc. The Office of Collective Bargaining shall notify the Labor Council at least twenty (20) days in advance of any of the aforementioned actions.

ARTICLE 66 - ABSENCE CONTROL POLICY

66.01 Absence Control Policy

The Employer shall have an absence control policy that is fair and reasonable and not arbitrary or capricious. To the extent that this policy does not conflict with state law or this contract, the Absence Control Policy shall include, but not be limited to:

1. Report-in procedures for request for sick leave;
2. "Ill at work" procedures;
3. Procedures for extended illness;
4. Procedures for emergency requests for personal or vacation leave;
5. Procedures for use of leave without pay when leave times are exhausted; or
6. Violations of leave procedures.

66.02 Abuse of Leave

Abuse of leave shall constitute just cause for disciplinary action which may include dismissal.

Abuse of sick leave is the utilization of sick leave for reasons other than those stated in state law or this contract. The abuse of sick leave shall be grounds for the disapproval of leave time for the time used abusively.

ARTICLE 67 - JOINT STATEMENT REGARDING CLIENT ABUSE AND NEGLECT

The Fraternal Order of Police/Ohio Labor Council, its lodges, and its individual members and the State of Ohio share a common concern and interest in the care, treatment, health, safety, and welfare of the citizens of the State of Ohio who receive services in the hospitals, schools, developmental centers, and other facilities.

The Employer recognizes the responsibilities of the Fraternal Order of Police/Ohio Labor Council to represent members of the bargaining unit in matters affecting their employment.

The parties therefore agree to make every effort to consider, in the administration of the Agreement, the rights of clients to be safe from acts of abuse and neglect which violate the laws and regulations of the State of Ohio and the professional standards of care established for the delivery of services to individuals under the certification, accreditation, and licensing regulations which cover the respective departments.

ARTICLE 68 - DURATION

The effective date of this Agreement shall be the 1st day of February, 1992, as approved by the parties hereto. It shall remain in full force and effect until February 28, 1994 at 11:59 p.m. If either party wishes to renegotiate this Agreement, it shall be done pursuant to Chapter 4117 of the Ohio Revised Code.

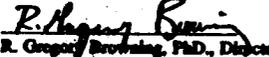
The parties have caused this Agreement to be executed this 27th day of August 1992.

FOR THE STATE OF OHIO

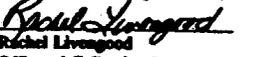

Honorable George V. Volanovich,
Governor

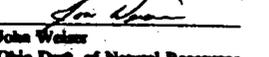

Stephen A. Perry, Director
Dept. of Administrative Services

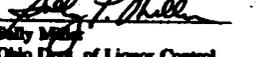

Francis J. Flynn, Deputy Director
Office of Collective Bargaining


R. Gregory Browning, Ph.D., Director
Office of Budget and Management

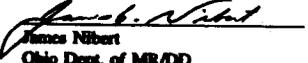

Timothy Wagner
Office of Collective Bargaining

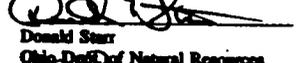

Rachel Livengood
Office of Collective Bargaining

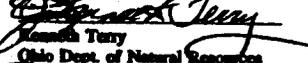

John Weiser
Ohio Dept. of Natural Resources

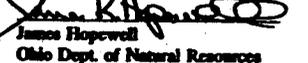

Sally Miller
Ohio Dept. of Liquor Control


Patrick Self
Ohio Dept. of Natural Resources


James Nibert
Ohio Dept. of MR/DD


Donald Starr
Ohio Dept. of Natural Resources

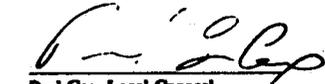

Kenneth Terry
Ohio Dept. of Natural Resources

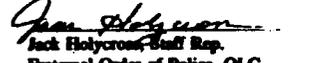

James Hopewell
Ohio Dept. of Natural Resources


Leslie Baker
Dept. of Liquor Control


Joseph Glendon
Dept. of Mental Health

FOR THE FRATERNAL ORDER OF POLICE
OHIO LABOR COUNCIL, INC.

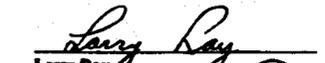

Paul Cox, Legal Counsel
Fraternal Order of Police, OLC

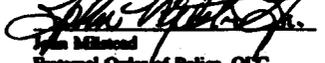

Jack Holycross, Staff Rep.
Fraternal Order of Police, OLC


Renee English
Fraternal Order of Police, OLC

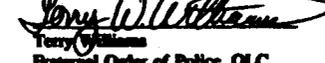

Barry Miller
Fraternal Order of Police, OLC


John Patrick
Fraternal Order of Police, OLC


Larry Ray
Fraternal Order of Police, OLC


John Millstead
Fraternal Order of Police, OLC


John Williams
Fraternal Order of Police, OLC


Terry Williams
Fraternal Order of Police, OLC


Tim Mastin
Fraternal Order of Police, OLC

APPENDIX A

CLASSIFICATIONS

Classification No.	Classification Title
22251	Wildlife Education Officer
22291	Game Protector 1
22292	Game Protector 2
22294	Wildlife Investigator
22521	Park Officer
22522	Park Officer Investigator
22523	Park Officer Specialist
22821	Forest Officer 1
22822	Forest Officer 2
23511	Liquor Control Investigator 1
23512	Liquor Control Investigator 2
23521	Liquor Control Compliance Officer
26611	Police Officer 1
26612	Police Officer 2
26911	Watercraft Officer
26912	Watercraft Officer Specialist
26913	Watercraft District Adm. Asst.
26914	Watercraft Investigator
26915	Watercraft Education Officer

APPENDIX B
Layoff Jurisdictions

District #1

Champaign	Morrow	Fairfield
Logan	Delaware	Franklin
Union	Knox	Pickaway
Madison	Licking	Fayette
Marion		

District #2

Defiance	Sandusky	Hardin
Williams	Erie	Hancock
Fulton	Huron	Putnam
Henry	Richland	Allen
Lucas	Crawford	Van Wert
Wood	Seneca	Paulding
Ottawa	Wyandot	

District #3

Lorain	Ashtabula	Jefferson
Cuyahoga	Trumbull	Harrison
Medina	Mahoning	Tuscarawas
Lake	Columbiana	Holmes
Geauga	Carroll	Wayne
Portage	Stark	Ashland
Summit		

District #4
Coshocton
Guersney
Muskingum
Belmont
Monroe
Washington
Noble

Perry
Morgan
Hocking
Athens
Vinton
Jackson

Meigs
Gallia
Lawrence
Scioto
Pike
Ross

District #5
Mercer
Auglaize
Shelby
Darke
Miami
Clark

Greene
Montgomery
Preble
Butler
Hamilton
Warren

Clermont
Brown
Clinton
Highland
Adams

APPENDIX C
Layoff Jurisdictions
Division of Parks and Recreation

District #1
Defiance
Lorain
Hancock
Putnam
Allen
Paulding
Ottawa

Sandusky
Williams
Fulton
Henry
Lucas
Wood

Hardin
Erie
Huron
Crawford
Seneca
Wyandot

District #2
Cuyahoga
Astabula

Lake

Geauga

District #3
Mercer
Pickaway
Miami
Madison
Fayette

Auglaize
Darke
Champaign
Montgomery

Logan
Shelby
Clark
Greene

District #4
Richland
Morrow
Coshocton
Franklin
Fairfield

Ashland
Knox
Union
Licking
Perry

Marion
Holmes
Delaware
Muskingum

District #5

Medina
Trumbull
Mahoning
Carrol
Guernsey

Summit
Wayne
Columbiana
Harrison

Portage
Stark
Tuscarawas
Jefferson

District #6

Preble
Warren
Brown

Butler
Clermont
Highland

Hamilton
Clinton
Adams

District #7

Ross
Hocking
Lawrence
Galia
Noble

Pike
Vinton
Athens
Morgan
Monroe

Scioto
Jackson
Meigs
Washington
Belmont

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