CONTRACT

Between

THE STATE OF OHIO

And

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

1992-1994

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ARTICLE 1 - AGREEMENT

This Agreement is hereby made and entered into pursuant to the provisions of Chapter 4117 of the Ohio Revised Code by and between the State of Ohio, hereinafter referred to as "Employer" and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as the "FOP", "Labor Council" or "Employee Organization."

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

The Fraternal Order of Police Lodges are independent organizations, not engaged in collective bargaining whose membership is open to all sworn law enforcement officers. The Fraternal Order of Police Lodges will not be operated as collective bargaining agents or employee organizations as that term is used in Chapter 4117, O.R.C. However, at the Employer's sole discretion and approval, the Lodges may from time to time act as agents of the Labor Council for the purpose of negotiating and enforcing this Agreement.

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

ARTICLE 2 - EFFECT OF AGREEMENT - PAST PRACTICE

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

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

ARTICLE 3 - CONFLICT AND AMENDMENT

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

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

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

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

ARTICLE 4 - MANAGEMENT RIGHTS

Except to the extent modified by this Agreement, the Employer reserves exclusively all of the inherent rights and authority to manage and operate its facilities and programs. The exclusive rights and authority of management include specifically, but are not limited to the following:

1. 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;
2. Direct, supervise, evaluate, or hire employees;
3. Maintain and improve the efficiency and effectiveness of governmental operations;
4. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
5. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
6. Determine the adequacy of the work force;
7. Determine the overall mission of the employer as a unit of government;
8. Effectively manage the work force;
9. Take actions to carry out the mission of the public employer as a governmental unit;
10. Determine the location and number of facilities;
11. Determine and manage its facilities, equipment, operations,

rams and services;
Determine and promulgate the standards of quality and work ormance to be maintained;
Take all necessary and specific action during emergency ations situations;
Determine the management organization, including tion, retention, and promotion to positions not within the e of this Agreement.

TICLE 5 - UNION RECOGNITION AND SECURITY

Bargaining Unit

e Employer hereby recognizes the Fraternal Order of Police, Labor Council, Inc., as the sole and exclusive bargaining t for the purpose of collective bargaining on all matters ining to wages, hours, terms and other conditions of loyment for employees in the bargaining unit. The aining unit for which this recognition is accorded is defined e Certification issued by the State Employment Relations d on September 3, 1985 (Case no. 85-RC-04-3501). This ement includes all permanently appointed full and part-time oyees employed in the Department of Highway Safety, sion of the Ohio Highway Patrol in classifications and ions listed in Appendix A of this Agreement. The Employer notify the Employee Organization of any changes in the ification plan, sixty (60) days prior to the effective date of hange or as soon as the changes become known to the loyer whichever occurs first.

Resolution of Dispute

he event of a dispute between the parties as to future sions or exclusions from the unit resulting from the lishment of new or changed classifications or titles, either to this Agreement may apply to the State Employment

Relations Board for resolution of the dispute.

5.03 Bargaining Unit Work

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

Except in emergency circumstances, work normally performed by uniformed employees shall first be offered to uniformed employees.

This Article shall apply to special duty or special assignments which result from requests by private individuals or groups for security or traffic control.

The parties recognize Electronic Technician 3's perform and shall continue to perform the following duties regarding the functional supervision of Electronic Technician 1's and 2's, including but not limited to evaluating, recommending discipline and promotions, assessing files, and conducting internal investigations.

ARTICLE 6 - NO STRIKE PROVISION

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

ARTICLE 7 - NON-DISCRIMINATION

Neither party will discriminate for or against any member of the 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

rit of this Agreement; except for those positions which are :essarily exempted by bona fide occupational qualifications : to the uniqueness of the job, and in compliance with the sting laws of the United States, the State of Ohio, or :cutive Orders of the State of Ohio.

)ouses shall neither supervise nor evaluate their spouse. The te can continue the practice of assigning spouses to different ts.

o grievance will be processed involving any different dollar ue of fringe benefits provided to married or single members he bargaining unit as a result of their being married or single. ıe marriage of two members of the Highway Patrol may be sidered in the assignments and direction of the work force. vo members of the Highway Patrol marry during the term of Agreement, the Patrol may assign them to different posts. arried members of the Highway Patrol will be assigned to)ining posts.

ıe Employer and the Union hereby state a mutual ımitment to affirmative action, as regards job opportunities ıin the agencies covered by the contract.

ARTICLE 8 - F.O.P. TIME

Labor Council Delegate and Officer Leave

bank of four thousand (4000) hours for each year of the eement of paid time off will be made available to Labor ncil officers for Labor Council business at the discretion of Labor Council. The Labor Council shall reimburse the)loyer for the cost of the salary and Employer's share of the ;ion contribution for these four thousand (4000) hours. Such ıbursement shall be made to Highway Patrol Operating ount, Fund 036. Any employee using this time off shall ive his regular pay without loss of benefits, seniority or

service credit. Additionally, Labor Council members who are delegates to Labor Council (sixty (60) maximum) shall receive paid time off to attend such conferences.

This 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 such leave is used in conjunction with vacations, employees must give twenty-one (21) days notice. No one (1) employee shall be allowed to use more than two hundred (200) hours of paid time in any one (1) calendar year.

The Labor Council will notify the Employer of the names of those employees who may use this paid leave. The Labor Council will notify the Employer of the dates of all conferences and will notify the Employer of the dates of all conferences and conventions to which delegates may be sent two (2) months in advance of the event.

Other uses of time by union officers will require notice of fourteen (14) calendar days to the Post Commander. In the event of an emergency, as defined by Article 66 of this Agreement, this leave may be cancelled. Paid leave may be denied for reasons of operational necessity but it shall not be unreasonably denied.

8.02 Associate Time

The Labor Council may designate one Labor Council Associate and alternate at each Division facility. The Labor Council Associates are Union Stewards as that term is generally used. The Associate or alternate will be permitted time off, as set forth below, during the work week to attend to administration of the Agreement. During such time, the Associate or alternate shall continue to be paid at 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.

In addition to the time permitted by the grievance procedure,

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

Labor Council Associates or alternates shall investigate and process grievances for employees and represent employees as provided for in the grievance procedure contained in Article 20 on paid time with no loss of benefits. Each Associate or alternate will notify his/her Post Commander of the necessity to leave his/her work assignments to carry out his/her duties in connection with this Agreement. Prior to conducting any activity under this section, Associates or alternates will secure the permission of the Supervising Officer as specified by the Employer. Permission will be granted after consideration of work operations of the Patrol. 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, by adding one (1) day to the time limits contained within the grievance procedure for each day the Labor Council associate is denied time to investigate or process grievances.

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 chief associates, Associates, or alternates prior to such appointment being effective. No appointment will be recognized until written notification is received by the employer.

A chief associate may be recognized in each of the nine patrol districts. The duties of the chief associate will be to coordinate

representation at all the posts in the district. When an associate is not available and representation is required, the chief associate will attempt to secure representation in the following sequence:

1. From the nearest post within the district closest to the post where representation is required;
2. From other posts within the district located closer than the chief associate's assigned post; or
3. If unable to secure representation as outlined above, the chief associate shall provide the representation.

The chief associate will perform his/her duties by telephone at times that do not interfere with normal patrol activities. Toll calls may be made from work but shall be paid for by the Union. Where available, the Employer will provide reasonable access to telephones that are not a part of an automatic recording system. The chief associate may travel to train new post associates. Such travel shall be coordinated with the Employer and shall be of a reasonable duration.

8.03 Paid Release Time

A. The Labor Council may designate three (3) of its members for release from their job duties at no loss of pay, seniority or other benefits. This release time may not exceed one thousand seven hundred and sixty (1,760) hours per employee in any one (1) calendar year. Each designated employee shall be available for calls during an emergency as that term is defined in Article 66 and shall be required to meet all requirements necessary for maintaining a position as an employee. Each such employee shall be available for assignment pursuant to the rules set forth in subparagraph (C) below, for a minimum of three hundred twenty (320) hours in any one (1) calendar year. Each such designated employee shall be permanently assigned to the post at which he/she served before being released from duties or any Patrol facility within the geographic boundaries of District six (6) and upon ceasing to have this designation shall be returned

to permanent assignment at this post or a post within thirty (30) miles of his/her current residence, or another post otherwise mutually agreed upon.

B. For the purpose of providing this release time the vacation balance of each member of the Labor Council within the bargaining unit shall be reduced by five (5) hours in the first pay period of July of each calendar year. This reduction shall be made from the regular accrual of vacation to which the employee would otherwise be entitled. The cumulative amount of this deduction from the vacation balances of Labor Council members shall be used to provide the paid release time available in paragraph "A" above.

C. The following rules shall apply to the paid release time made available in this Section:

1. The designated employees must be available for assignment by the Highway Patrol one hundred sixty (160) hours each calendar year. This assignment will be in the month of August, except for one (1) week during the biennial F.O.P. National Conference. These hours shall be scheduled by the Employer after consultation with the designated employee.

2. The designated employee may make himself/herself available for assignment by the Highway Patrol at his/her discretion, for the additional one hundred sixty (160) hours in any calendar year. If he/she wishes, he/she may also use those hours for vacation or any other form of leave. These hours shall be scheduled with the approval of the Highway Patrol.

3. The use of the one thousand seven hundred and sixty (1,760) hours of release time available per designated employee shall be upon the request of the Labor Council. The employee shall only have to account for his/her use of this time to the Employer by appropriate notification or form. Designated employees shall receive holidays in the manner of employees assigned on a Monday through Friday schedule.

4. Each designated employee shall notify the Employer of his/her whereabouts in such a manner that he/she shall be available by phone for emergency callback as provided above.

5. If a designated employee is called back for any reason, including an emergency as outlined above, all hours worked pursuant to that callback shall be accounted for as part of the three hundred twenty (320) hours available to the Employer.

8.04 Contact With Employees

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

Labor Council representatives or Associates shall have reasonable visitation privileges to posts and work stations 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 Post Commander or equivalent supervisor. Such visitation privileges may include the purpose of explaining Labor Council membership, services, or programs.

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

Up to two (2) uniformed State Highway Patrol members may receive leave with pay to attend the funeral of State Highway Patrol Officers or State Police Officers killed in the line of duty. Such permission will not be unreasonably denied. No expenses associated with such leave will be paid by the Employer. For funerals in adjoining states, the Officers attending may drive a marked cruiser.

06 Negotiating Committee

The Labor Council Bargaining Committee shall consist of seven (7) bargaining unit employees. Members of the negotiating team shall be granted paid administrative leave for the time of each negotiating session. Paid administrative leave shall be limited to eight (8) hours for each day of negotiations. The Highway Patrol will assign persons assigned to the bargaining team to the day shift with weekends off. If negotiations are suspended for any extensive period of time, the members of the negotiating team will be returned to their normal work schedule. Administrative leave shall be limited to a total of one hundred sixty (160) hours for each employee involved in the negotiation process. The Labor Council bargaining committee team will each receive five (5) eight (8) hour days of 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 bargaining sessions.

07 Meetings and Facilities

The use of conference rooms at Patrol posts and/or the Academy by the Labor Council for meetings for off-duty bargaining unit employees shall be permitted. Requests for the use of facilities must be in writing and submitted at least forty-eight (48) hours in advance to the facility administrator. The facility administrator or his/her designee may disapprove the use of the requested facility if it would disrupt the normal routine of business and/or prior commitments which have been approved. The meetings shall not disrupt the duties of the employees or the efficient and effective operations of the Patrol Posts or Academy. The Labor Council will be responsible for the condition of the facilities during the time of usage and will be required to restore to an acceptable condition upon completion of the meeting.

8.08 Cadet Class Orientation

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

ARTICLE 9 - DUES DEDUCTIONS

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

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 Employer agrees to deduct from the wages of any Highway Patrol Trooper (Classification Number 26711) who is a member of an affiliated Lodge of the Fraternal Order of Police (Lodge Numbers 145, 146, 147, 148, 150, 151, 152, 153 and 155) all Lodge dues uniformly required.

The Employer agrees to deduct from the wages of any bargaining unit member, other than a Highway Patrol Trooper, who is an affiliate member of a Fraternal Order of Police Lodge listed above, all Lodge affiliate dues uniformly required.

The Labor Council will notify the Employer annually of all the dues and the fair share fees it charges and its current membership and will update this information as needed.

9.02 Fair Share Fee

All members of the bargaining unit shall either become dues paying members of the Fraternal Order of Police, Ohio Labor Council, Inc. 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 provisions of the Ohio Revised Code Section 4117.09 (C). This amount shall be deducted from the wages of all such non-member employees on the same basis as the deductions made for dues from members of the Labor Council. Nothing in this section shall be construed to require any employee to become a member of the Labor Council or a member of any Lodge of the Fraternal Order of Police. Dues and fair share fees shall be paid by employees while on disability leave as provided in Article 47 and deducted from the benefits received.

9.03 Payment of Dues Deduction and Fair Share Fees

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

All dues and fair share fees collected shall be paid by the Employer once each month to the Fraternal Order of Police, Ohio Labor Council, Inc. No fees will be charged for this deduction.

ARTICLE 10 - BALLOT BOXES AND ELECTIONS

The Labor Council shall be permitted, after providing prior notification to the Superintendent, to place ballot boxes at Highway Patrol Posts for the purposes of collecting members' ballots on either approval or disapproval of a fact finder'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 post.

ARTICLE 11 - FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL BULLETIN BOARDS

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

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

ARTICLE 12 - INTEROFFICE MAILING SYSTEM

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

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

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

The Labor Council's use of the mail systems involved shall not nclude the U.S. mail or other commercial delivery services used y the State as part of or separate from such mail system(s). The abor Council's use of these facilities and services shall be the esponsibility of its responsible officer or of that person's lesignee.

ARTICLE 13 - RIDING WITH HIGHWAY PATROL TROOPERS

In accordance with Article 8, Labor Council staff epresentatives may ride with members of the bargaining unit henever they so desire, with permission from the appropriate upervisor, provided that an appropriate waiver of liability is xecuted.

ARTICLE 14 - OHIO TROOPERS COALITION MAGAZINE

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

1. Such members shall not use their official positions within the division of the Ohio State Highway Patrol for the purpose of soliciting funds for the O.T.C. For the purpose of this paragraph, answering requests of verification of the legitimacy of the O.T.C. does not constitute solicitation of funds;
2. No divisional equipment or material shall be used by the O.T.C. District Director or designee in any manner to complete their responsibilities as an O.T.C. District Director or designee.
3. The O.T.C. President shall provide a list of the O.T.C. District Director names to the Superintendent by January 1 of each year of the Agreement listing those who will be approved O.T.C. District Directors for each district within the state. The O.T.C. agrees to update this list of District Directors names immediately upon any change in the list.
4. O.T.C. magazine activity shall be conducted while in an off-duty status.
5. Permission must be obtained from the District Commander or his/her designee in advance of any informational or photographic access at any location.
6. Nothing in this Article is intended to prevent or restrict

minor or limited activity of a spontaneous nature that does not impact upon the trooper's job responsibility and that does not involve the use of large amounts of time, or does involve the incidental use of Highway Patrol vehicles.

ARTICLE 15 - LABOR/MANAGEMENT COMMITTEE

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

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

Committee members will be paid their regular rate of pay when meeting jointly with management. Upon mutual agreement of the Labor/Management Committee, additional sub-committees may be formed to meet on issues designated by the Labor/Management Committee. All meetings will be held while the committee members and sub-committee members are in an on-duty status.

ARTICLE 16 - HEALTH AND SAFETY

16.01 Mutual Concern

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

employees to observe applicable safety rules and regulations.

16.02 Compliance

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

16.03 Equipment

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

16.04 Unsafe Conditions

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

16.05 Unsafe Equipment

The Employer will not instruct an employee to operate any equipment which anyone in the exercise of ordinary care would reasonably know such operation might cause injury to the employee or anyone else. An employee shall not be subject to disciplinary action by reason of his/her failure or refusal to operate or handle any such unsafe piece of equipment. In the event that a disagreement arises between the employee and his/her supervisor concerning the question of whether or not a particular piece of equipment is unsafe, the appropriate District Commander or designee shall be notified and the equipment shall not be operated until the appropriate District Commander or designee has inspected said equipment and deemed it safe for operation.

Employees shall not be disciplined for failure or refusal to ıgage in unsafe practices in violation of applicable federal, ate, local or departmental safety laws or regulations. In the 'ent that a disagreement arises between the employee and s/her supervisor concerning the question of whether or not a ırticular directive is unsafe, the appropriate District ɔmmander or designee shall be notified and said directive shall ıt be resumed unless the appropriate District Commander or signee deemed the directive safe. The parties recognize the sponsibility of members to carry out directives. Any question ncerning the propriety of directives may be resolved in the ievance procedure.

.06 Safety Rules

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

.07 Committee

n order to provide a safe and healthful work place, the ıployer and the Labor Council shall establish a joint Labor-ınagement Health and Safety Committee for the Division. ch Committee shall be composed of three representatives of : Employer and three representatives of the Labor Council. e Committee will be co-chaired by representatives of the bor Council and the appropriate administrator.

.08 Committee Responsibility

he Committee's general responsibility will be to provide ommendations for a safe and healthful work place by ognizing hazards and recommending abatement of hazards l education programs. The Committee shall:

Meet on a definitely established schedule, but in no case s frequently than once a quarter;

Make periodic inspections to detect, evaluate, and offer ommendations 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.

16.09 Duty to Report

An employee who knows of defects in equipment 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 District Commander or 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 17 - PERSONNEL FILES

17.01 Inspection of Personnel Files

Any bargaining unit member shall have the right to inspect their 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 their 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.

ıe member's personnel file shall not be made available to any ;on or organization other than the Employer without the)loyee's express written authorization unless pursuant to rt order, subpoena or written request made pursuant to the o Public Records Act.

)2 Number of Personnel Files and Documents

ıere shall be only one official personnel file for each ıloyee which shall be maintained in the (Central) personnel :e of the Highway Patrol. Additional personnel files may be blished and maintained provided that no material relating to luct, discipline or job performance shall be maintained in file that is not also maintained in the official file. A copy of ocuments relating to conduct, discipline or job performance be given to the employee at the time of its placement.

3 Inaccuracies in Documents Contained in Personnel es

bargaining unit member has reason to believe that there are :uracies in documents contained in the personnel file, the ber may write a memorandum to the Superintendent ining the alleged inaccuracy. If the Superintendent or nee concurs with the member's contentions, the rintendent or designee may either remove the document or ı the member's memorandum to the document in the file ote thereon the Superintendent or designee's concurrence he contents of the memorandum. If the Superintendent or ıee does not concur, he/she will attach the member's)randum to the document.

Copies of Material in Personnel Files

member, or a representative granted permission in writing ıember, may obtain a copy of material contained in his/her ınel files except the material excluded in Section 17.01 of rticle without cost.

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 Highway Patrol personnel regardless of rank or assignment. Since internal investigations may be undertaken to inquire into complaints of misconduct by bargaining unit employees, the State reserves the right to conduct such investigations to uncover the facts in each case while protecting the rights and dignity of accused personnel. In the course of any internal investigation, all investigative methods employed will be consistent with the law.

12 Bargaining Unit Member Rights

When an employee is to be interviewed or questioned cerning a complaint or allegation of misconduct, the loyee will be informed of, prior to the interview, the nature ie investigation and whether the employee is the subject of investigation or a witness in the investigation. If the loyee is the subject of investigation, the employee will also nformed of the specifics of each complaint or allegation nst him/her.

The Highway Patrol will make reasonable efforts to duct interviews during an employee's regularly scheduled king hours. In any event, employees will be in on-duty paid as for the duration of all interviews.

Prior to an interview or questioning which might reasonably l to disciplinary action, the employee shall be advised of her rights to Union representation and, if the employee so uests, the Union representative shall be provided before the rview and investigation proceeds. This right of esentation shall apply except for unusual situations in which interview or questioning must take place immediately. No rview or questioning will occur until the employee has a sonable opportunity to secure such representation. The first ilable Ohio Labor Council representative will serve as the loyee's representative. This right does not extend to formance evaluation interviews or meetings the purpose of ch is solely to inform the employee of intended disciplinary on. The role of the Labor Council representative at such rview or questioning will be to serve as the employee's esentative.

An employee who is to be interviewed, questioned, or ed concerning the employee's performance or fitness for ce shall be informed that the interview, questioning or test is : of an official investigation and that the employee is subject

to disciplinary action, including dismissal, for failing to answer the questions. The employee will be advised that the answers may not be used against him/her in criminal proceedings. If, during the investigation, 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, the employee shall be advised of all constitutional and other legal rights applicable.

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.

18.03 Chemical or Mechanical Tests

Chemical or mechanical tests may be administered to any bargaining unit member to determine their 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.

18.04 Line-up

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

18.05 Polygraph Machine

The Employer shall not use a polygraph machine to investigate the truth of statements made by members without their consent.

Notification of Disciplinary Action

an internal investigation leads to disciplinary action, the ures for notification to the employee contained in Article l be followed.

No Disciplinary Action Taken

no disciplinary action is to be taken as a result of the gation based upon available information, the employee e so advised within a reasonable period of time after ion of the investigation. Internal investigations of ints and allegations of misconduct in which no further is to be taken will be filed in the limited access file d for in Article 17.

Disciplinary Action

linary action shall be instituted within two (2) years of rrence except in the event of a criminal violation subject possibility of prosecution, an ongoing criminal ation or prosecution of the employee.

Off-Duty Status

linary action will not be taken against any employee for mitted while off duty except for just cause.

Anonymous Complaints

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

RTICLE 19 - DISCIPLINARY PROCEDURE

tandard

gaining unit member shall be reduced in pay or position, ed, or removed except for just cause.

19.02 Administrative Leave

Upon verbal notification followed within twenty-four (24) hours by written delineation of the reasons, an employee may be placed upon administrative leave with pay 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 Highway Patrol, the employee, or the public. Such administrative leave with pay shall be for the purpose of investigating the event or the condition.

Administrative leave with pay shall not be considered discipline and is not subject to the grievance procedure as long as no loss of pay or benefits is incurred by the employee.

19.03 Length of Suspensions

No suspension without pay of more than ninety (90) 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 Article, 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. An impartial representative of the Employer shall be appointed. Said representative shall be a member of the general headquarters staff or district staff, as appointed by the Employer, who is impartial and detached and has not 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 days following the notice to the employee. Absent any extenuating circumstances, failure to

ar at the meeting will result in a waiver of the right to a ing.

nember who is charged, or his/her representative, may make itten request for continuance of up to forty-eight (48) hours. continuance shall not be unreasonably requested nor d. A continuance may be longer than forty-eight (48) hours itually agreed by the parties.

ither party makes a tape recording or transcript of the ng, such recording or transcript shall be made available to ther party upon request.

employee has the right to have a representative of his/her e present at the meeting. The employee or his/her sentative and the Employer's representative have the right ss-examine any witnesses at the meeting or have voluntary sses present at the meeting to offer testimony provided, ver, that the Employer maintains the right to limit the sses' testimony to matters relevant to the proposed nsion or termination and to limit redundant testimony. The oyer shall first present the reasons for the proposed linary action. The employee may, but is not required to, stimony.

having considered all evidence and testimony presented neeting, the meeting officer shall, within five days of the sion of the meeting, submit a written recommendation to ıployer and the employee involved.

arties understand that this meeting is informal and not a ıte for the grievance and arbitration procedure.

ieeting shall render a decision within a reasonable period to accept, reject or modify the recommendations.

mployee shall be notified by the Employer for final ion of the statement of charges.

19.05 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 (or a combination of disciplinary actions) may be imposed at any point if 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 Fraternal Order of Police, Ohio Labor Council, Inc. recognize that in the interest of harmonious relations, a procedure is necessary whereby employees can be assured of prompt impartial and fair processing of their grievances. The procedure shall be available to all bargaining unit employees and no reprisals shall be taken against an employee initiating or participating in the grievance procedure. The grievance procedure shall be the exclusive method of resolving both contractual and disciplinary grievances.

20.02 Definitions

1. A grievance is an alleged violation, misinterpretation or misapplication of a specific article(s) or section(s) of this Agreement.
2. Disciplinary Grievance - refers to a grievance involving a verbal reprimand, written reprimand, suspension, removal or a

eduction in pay and/or position. Grievances concerning uspension, removals, or reduction in pay and/or position shall e initiated at the third step of the grievance procedure.

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

4. An F.O.P. Ohio Labor Council representative is an ssociate or Fraternal Order of Police, Ohio Labor Council, Inc. aff representative.

).03 Prohibitions

The Labor Council shall not attempt to process as grievances atters which do not constitute an alleged violation of this greement.

nitial probationary employees shall not have access to the sciplinary grievance procedure.

.04 Specific Provision

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

.05 Grievant

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

When a group of bargaining unit members desire to file a evance involving an alleged violation which affects more than member employee in the same manner, the grievance may filed by the Fraternal Order of Police, Ohio Labor Council, provided that at least one employee so affected signs the evance. Grievances so initiated shall be designated Class

Grievances. The title on the grievance shall bear the name of the one affected employee 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.

The Fraternal Order of Police, Ohio Labor Council shall not attempt to process as grievances matters which do not constitute an alleged violation of the Agreement.

20.06 Termination of the Issue

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

20.07 Grievance Procedure

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

Preliminary Step: Immediate Supervisor

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

Step 1 - 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 1 meeting. A grievant having a grievance shall present it to his/her next level supervisor or designee within fourteen (14) days of the date on which the grievant knew or reasonably should have had knowledge of the event giving rise to the grievance.

Grievances submitted beyond the fourteen (14) day time limit will not be honored. In addition, if the requirements of the preliminary step have not been attempted, the Employer shall have no obligation to process the grievance. The grievance at this step shall be submitted to the next level supervisor or designee in writing using a form mutually agreed upon. The grievance forms may be obtained at each facility. On this form, the grievant shall specify the article(s) and/or section(s) of the Agreement which he/she alleges has been violated, and specify he remedy sought. The next level supervisor or designee shall ndicate the date and time of his/her receipt of the form. Within ive (5) days of the next level supervisor's or designee's receipt of the written grievance, he/she shall schedule a meeting with the rievant to discuss the grievance. A Labor Council epresentative shall attend this meeting. He/she may represent ie grievant if requested to do so by that person. The next level upervisor or designee shall respond to this grievance by writing is/her answer on the grievance form and returning a copy to the rievant and a copy to the Fraternal Order of Police, Ohio Labor ouncil, Inc. within nine (9) days of the meeting required above. isofar as practicable, Step 1 meetings will ordinarily be held at e work site of the grievant.

ep 2 - Next Level Supervisor or Designee

Should the grievant not be satisfied with the written answer ceived in Step 1, within ten (10) days after receipt thereof, the ievant may appeal the grievance to the next level supervisor or

designee, and request that the meeting contemplated by this step be scheduled by mailing or otherwise delivering a copy of the grievance form to that supervisor.

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

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

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

Step 3 - Department Director or His/Her Designee

Should the grievant not be satisfied with the written answer received in Step 2, within ten (10) days after receipt thereof, the grievant may appeal the grievance to the Director/ Superintendent or a designee and request that the meeting contemplated by this Step 3 be scheduled by mailing or otherwise delivering a copy of the grievance form to the Director/ Superintendent or a designee. Upon receipt of the grievance the Director/Superintendent or a designee shall schedule a meeting to be held within fifteen (15) days to discuss the grievance.

A Fraternal Order of Police, Ohio Labor Council representative shall attend this meeting. He/she may represent the grievant, if such representation is desired by the grievant.The Director/Superintendent or a designee shall render his/her decision in writing and return a copy to the grievant and the Fraternal Order of Police, Ohio Labor Council, Inc. within thirteen (13) days after the meeting with the grievant.

Step 4 - Director of the Office of Collective Bargaining

If the grievant or the Fraternal Order of Police, Ohio Labor Council, Inc. is not satisfied with the written answer received at Step 3, within ten (10) days after receipt thereof, the Fraternal Order of Police, 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. No hearing shall be held. The Director of the Office of Collective Bargaining or his/her designee shall review the documents submitted, issue a decision in writing and return copies to the grievant and the Labor Council within twenty (20) days of receipt of the appeal.

Step 5 - Arbitration

If the Fraternal Order of Police, Ohio Labor Council, Inc. is not satisfied with the answer at Step Four, it may submit the grievance to arbitration under the provisions of Section 20.08 of this article, by written notice of its desire to do so, presented to the Director of the Office of Collective Bargaining within fifteen (15) days after receipt of the decision in Step Four.

20.08 Arbitration

1. Panel of Permanent Umpires

Within thirty (30) days after this Agreement becomes effective, the parties (The Office of Collective Bargaining and the Fraternal Order of Police, Ohio Labor Council, Inc.) shall select four (4) permanent umpires. The umpires shall be assigned cases in rotation order designated by the parties. Each umpire shall serve for the duration of this Agreement, unless his/her services are terminated earlier by written notice from either party to the other. The 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. The

successor umpire shall be selected by the parties within thirty (30) days after the resignation or termination of an umpire.

The selection process for the four (4) permanent umpires is as follows: Each party shall propose ten (10) names. Each party shall strike at least six (6) names from the other party's list and may strike as many names as the striking party desires. If fewer than four (4) names are left when the lists are combined, each party shall submit a new list with ten (10) additional names on it and the process shall be repeated. The parties may agree to an alternative method of selecting umpires.

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

Rules applicable to this article shall be based, in so far as practicable, 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.

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, ıt in any event, no later than thirty (30) days after the ɔnclusion of the hearing unless the parties agree otherwise. The npire shall submit an account for the fees and expenses of bitration. The umpire's decision shall be submitted in writing d shall set forth the findings and conclusions with respect to ɜ issues submitted to arbitration.

The umpire's decision shall be final and binding upon the ıployer, the Fraternal Order of Police, Ohio Labor Council, :. and the employee(s) involved, provided such decisions ıform with the Law of Ohio and do not exceed the jurisdiction authority of the umpire as set forth in this Article. The ɜvance procedure shall be the exclusive method for resolving ɜvances.

ıe parties may request that the umpire, on a case by case is, retain jurisdiction of a specific case. In that the parties are ıg a permanent umpire, questions of clarifications of awards normally be submitted to that umpire without the necessity further grievance or action. This statement, however, does limit the ability of either party to exercise any other legal ɔns they may possess.

Limitations of the Umpire

ly disputes involving the interpretation, application or ed violation of a provision of this Agreement shall be ɔct to arbitration.

ɜ umpire shall have no power to add to, subtract from or fy any of the terms of this Agreement, nor shall the umpire se on either party a limitation or obligation not specifically red by the language of this Agreement.

Subpoena

ı.The umpire shall have authority to subpoena witnesses ant 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 Fraternal Order of Police, Ohio Labor Council, Inc. 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.

) Disciplinary Grievances

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

Verbal and written reprimands shall be grievable. Verbal nands shall be grievable through Step 2 which shall be the level of review. Written reprimands shall be grievable gh Step 3 which shall be the final level of review. Verbal /ritten reprimands shall not be subject to arbitration under greement.

Unless mutually agreed otherwise, arbitrations involving nsions, demotions or discharges shall be held within thirty :alendar days. In the event the next umpire on the rotation unable to convene a hearing within thirty (30) days, the s shall seek an alternate umpire by taking the next listed e on the list who can meet the scheduling requirements.

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

Representation

1 each step of the grievance procedure outlined in this :, certain specific F.O.P. Ohio Labor Council :ntatives are given approval to attend the meetings therein bed. It is expected that, in the usual grievance, these plus propriate Employer representatives will be the only :ntatives in attendance at such meetings. However, it is tood 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.

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 Fraternal Order of Police, Ohio Labor Council representation upon request at each step of the grievance procedure. The Fraternal Order of Police, Ohio Labor Council, Inc. 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 this Article.

4. A Labor Council associate or an alternate shall attend the meetings scheduled at each step of the grievance procedure.

20.11 Miscellaneous

1. The grievant or the Fraternal Order of Police, Ohio Labor Council representative and management, may mutually agree, at any step, to a short time extension, but such agreements must be in writing and signed by both parties. Any step in the grievance procedure may be skipped by mutual consent, written and signed by both parties.

Approved leave with pay shall constitute an automatic time extension to the grievant with respect to such days. In the absence of such mutual extensions, the grievance will, at any

step where response is not forthcoming within the specified time imits, automatically be considered submitted to the next uccessive step in the grievance procedure. Should the grievant r Fraternal Order of Police, Ohio Labor Council, Inc. fail to omply with the time limits specified herein, the grievance will e considered to have been resolved in favor of the position of he Employer and that decision will be final.

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

2. By mutual consent, the parties may waive a hearing and ubmit the issue on written materials only. By mutual consent, ie parties may alter any of the procedures set forth in this rticle.

3. At any step in this grievance procedure, the F.O.P. Ohio abor Council shall have the final authority, in respect to any ggrieved employee covered by this Agreement, to decline to rocess further a grievance, if, in the judgement of the F.O.P. hio Labor Council, such grievance lacks merit or justification nder the terms of this Agreement, or has been adjusted or ctified under the terms of this Agreement to the satisfaction of ie F.O.P. Ohio Labor Council.

ARTICLE 21 - WORK RULES

1.01 Copies of Work Rules

The employer agrees that existing work rules, and directives ıall be reduced to writing and be made available to affected nployees at each work location. To the extent possible, new

work rules and directives shall be provided to the 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 of such rules and directives is subject to the grievance procedure.

21.02 Scheduling

The Employer maintains the right to establish reasonable work rules to control the number of persons to be scheduled off work at any one time.

21.03 Application

All work rules and directives must be applied and interpreted uniformly as to all members. Work rules or directives cannot violate this contract. 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.

ARTICLE 22 - HIGHWAY PATROL DISPATCHERS

22.01 Meals and Breaks

The Highway Patrol will provide a lunch break for Dispatchers when possible.

When there is an officer available, the shift supervisor will attempt to relieve the Dispatcher for a lunch break, not to exceed one-half hour, at or near the halfway point through the shift.

If this is not feasible due to the officer's work load, then a break will be provided when feasible. If during the break, a situation arises that it is necessary for the officer to return to his duties, the Dispatcher will return to dispatching duties.

If the dispatcher is required to return to dispatching duties, the employee shall be paid an additional amount of wages equal to

e straight time wage rate for the period of the lunch break lost
to one-half hour.

The Employer will make every reasonable effort to provide ch Dispatcher with two (2) ten minute breaks during each eight) hour shift in addition to the lunch break.

.02 Uniforms

The State Highway Patrol will provide a uniform for the spatchers and will provide for reasonable dry cleaning of the iforms. The uniform will be replaced by the Highway Patrol no cost to members if the equipment is worn out, damaged, t, or stolen through no fault of the employee.

.03 Riding With Troopers

nasmuch as Management and the Labor Council realize that spatchers riding with line Troopers is beneficial to both ties, it is agreed that Dispatchers will be permitted to ride h Troopers once per quarter not to exceed four paid hours per ft.

cheduling of such rides will be done with the facility ninistrator and to avoid a negative impact on the operation of facility.

his four hour training period may be required for any spatcher to improve the employee's performance if needed hin their first five years of employment.

04 LEADS Manual

he Highway Patrol will make reasonable efforts to maintain l update the LEADS manual.

05 Prisoners

ispatchers will not conduct searches of any prisoners or watch bserve any prisoners brought to a post by a law enforcement cer, although they may witness signatures.

06 Security

ne Employer, as soon as practical, shall install door buzzers, r locks and intercoms at each existing facility to limit

entrance by the public. Temporary prisoner restraining devices shall be installed as soon as practical.

Facilities not yet under construction shall include a secure dispatcher work place to prohibit physical contact with the public.

22.07 Training

To the extent practical, the Employer shall provide training to Dispatchers in order to assist Dispatchers in performing their job duties, including but not limited to first aid, computer and LEADS training. Subjects shall be discussed in Labor/Management Committee.

ARTICLE 23 - SPECIALTY POSITIONS

23.01 Pilots

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

23.02 Dog Handlers and Traffic/Drug Interdiction Team

A. Selection Process

Dog Handler and Traffic/Drug Interdiction Team (hereinafter T.D.I.T.) positions shall be posted in accordance with Section 30.01. Selection of the employee to fill the position shall be based upon ability and seniority.

The following criteria will be used to determine the ability of a Trooper to carry out the varied responsibilities associated with being a Drug Dog Handler and T.D.I.T. member:

1. At least four (4) years of experience as a trooper.
2. Demonstrated ability to apply good judgement, common sense, and the appropriate highway patrol policy to a variety of situations. In addition, performance, education, experience, communication skills, deportment, and supervisory opinion supported by fact will be considered.

3. Demonstrate ability, which may include past interest and participation in the Highway Patrol Drug Interdiction Program.
4. Demonstrate an understanding of the laws of arrest and search seizure.
5. The Trooper must be in and maintain good physical condition.
6. Demonstrate good communication skills and the ability to act as an instructor or presenter before large groups, both public and law enforcement.
7. The Trooper/Dog Handler and his family must be willing accept the added responsibility of caring for a large canine. careful consideration will be given to the impact on the family. committee representative or designee will meet with the rsons who reside with the trooper candidate to ensure all are ven a realistic preview of the inherent possibilities and tential adjustments associated with the dog handler position.
. The Trooper/Dog Handler must have the ability and fficient property to have erected a 4x10x6 kennel with a dog use and to keep a dog at the residence.
. Trooper/Dog Handlers selected for the assignment must ee to a minimum three (3) year assignment as a Dog Handler. ontract will be entered into by the parties which imposes a ancial penalty for failure to fulfill a three (3) year assignment. monetary penalty will be pro-rated based upon the cost of ning the Trooper/Dog Handler. Extenuating mitigating umstances will be considered.
.The Trooper candidate will be asked to complete a stionnaire prior to a scheduled interview with the selection mittee. The interview will focus of the following areas.
Explanation of the assignment.
Laws of arrest and search and seizure.
A review of the Trooper's qualifications.

d. The Trooper's interests, expectations and questions concerning the position.

11.The selection committee will consist of the following staff officers:

a. Commander, Office of Field Operations, chairman.
b. Commander, Office of Investigative Services.
c. District Commander of the candidate.

B. Transfers

1. When the Employer determines an opening exists for a Dog Handler/T.D.I.T. member, the position will be posted. Transfer requests submitted by Dog Handlers/T.D.I.T. members will only be granted when the Employer determines a canine unit or a T.D.I.T. unit, whichever applies, will be assigned to a particular facility and an opening exists.

2. The Employer, at its discretion, may assign an employee to a T.D.I.T. position and/or involuntarily reassign an employee on the T.D.I.T. to a non-T.D.I.T. position. Any transfer initiated by the employer for this purpose shall not result in a transferred employee having to relocate, unless the relocation is the result of the Employee's transfer request.

C. Double-Back

At any time the starting times of shifts worked by a Dog Handler/T.D.I.T. member are less than twenty (20) hours apart, the employee will receive one and one-half (1 1/2) 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. Dog care related emergencies will not be subject to double-back pay.

D. Report-Back

A Dog Handler/T.D.I.T. member required to report-back, as defined in Section 27.04 shall be paid accordingly. Report-back

/ill be limited to work related emergencies. Dog care related mergencies will not be subject to report-back pay.

:. Dog Care Compensation

A Dog Handler work shift shall be eight (8) hours in duration. ı Dog Handler shall receive eight (8) hours of dog care ompensatory time per two week pay period which shall be esignated on the six (6) month schedule.

'. Dog Handler/T.D.I.T. Member Assignment

A canine unit will consist of one trooper and one canine. A '.D.I.T. unit will consist of two (2) troopers. Dog Handlers and '.D.I.T. members will be assigned to a specific post or district ɔcation.

:. Dog Retirement

When the Employer determines that a dog can no longer fficiently perform the duties for which it was trained, the dog ıall be given to its Dog Handler, upon the Dog Handlers :quest, without regard to any property disposal, bidding or other :quirements of State law.

[. Drug Testing

Dog Handlers and T.D.I.T. members shall be subject to the ındom drug testing policy agreed to by the parties.

Permanent Shifts

1. Permanent shifts for Dog Handlers shall be established. hift assignments will be made by the facility administrator on ıe basis of seniority on the first day of the pay period which ıcludes March 1st each year. In accordance with this Section ıift assignments will be permanent. Members who are Dog :andlers shall only bid upon schedules designated by the facility ıdministrator as "Dog Handler shifts". The starting times of the ıifts may vary for a four (4) hour window period before and :ter the posted shift starting time. Changes within the window :riod may be made during the six (6) month permanent shift :hedule without payment of report-back and/or double-back.

Shifts shall be bid between thirty (30) and twenty (20) days prior to the beginning of the new assignment. The normal work week shall be forty (40) hours.

The facility administrator may adjust the starting time of a work shift, outside of the window period, for any work day not to exceed twenty (20) days in a six (6) month permanent shift schedule without payment of report-back or double-back pay. A schedule adjustment shall not exceed five (5) successive work days, nor shall any five (5) consecutive days of change be scheduled consecutively with any other five (5) consecutive days of schedule adjustment.

2. T.D.I.T. members shall work forty (40) hours per week on such schedules as operational considerations may require.

3. The parties agree that the permanent shift modifications in this Article will not be considered as a precedent by either party for any purpose in negotiations.

J. Dog Handler Equipment

The Employer shall provide a canine, training based on the recommendation of the training provider, training needs, veterinary services, food, chains, collars, a kennel, dog house, and other necessary canine care procedures or supplies. A standard Highway Patrol car will be modified to accommodate the canine. The Employer will provide canine familiarization training to all affected highway patrol personnel. The Employer will provide carpet cleaning services once per year or in response to unusual circumstances.

A boarding contract will be established to provide boarding for the canine when the Dog Handler is on vacation and unable to furnish care for the canine. Boarding will be available when the Dog Handler will be on permissive leave for five (5) days or more in succession or due to unusual circumstances.

ARTICLE 24 - HIGHWAY PATROL ELECTRONIC TECHNICIANS

4.01 Equipment

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

Uniforms including steel-toed shoes will be provided for all lectronic Technicians on the same basis as provided for all her uniformed employees.

Pagers will be provided to Electronic Technicians when they e on call.

.02 Use of Patrol Cars

f an Electronic Technician is required to drive a marked Patrol r or cruiser during the performance of the employee's duties, e employee will not be required to make law enforcement ops, but will be required to notify the nearest Post of an cident requiring Patrol attention. When marked Patrol cars are ed by Electronic Technicians, such automobiles will display n-Transit" signs.

.03 Radio Electronic Workshops

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

.04 Electronic Technicians Training

lectronic Technicians will not repair any equipment without opriate and adequate training.

.05 Licensure

. The State Highway Patrol shall set aside $960 each fiscal r for fee reimbursement for Electronic Technician(s) to obtain

a license or certificate. Funding shall be limited to $960 total per fiscal year disbursed among the pool of qualified applicants in accordance with Highway Patrol policy. Preapproval is required. An employee must successfully complete the course and obtain the license or certificate required of an Electronic Technician 2 or 3. Unused balances shall not carry forward from one fiscal year to any succeeding fiscal year.

B. The Employer shall reimburse the cost of all fees charged to renew the electronics/radio licenses for any Electronic Technician for any one license or fee listed in the job description of an Electronic Technician III.

24.06 Electronic Technicians Tuition Reimbursement

To meet the unique technical training needs of electronic technicians Article 37, Section 37.03 (1) and (2) may be waived for job related courses. Maximum reimbursement for any course will be 50% of tuition fees not to exceed $150. Employees must submit proof of successful completion of the course. All other requirements of Article 37 and the Highway Patrol tuition reimbursement policy shall apply.

ARTICLE 25 - UNIFORMS, WEAPONS, EQUIPMENT

25.01 General Provisions

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

25.02 Patrol Vehicles

The Highway Patrol may assign departmental vehicles for certain employees to use to properly perform their duties. Such vehicle assignments are based upon responsibilities of the

employee and in part, on an employee's availability to return to duty in a timely fashion when an emergency situation arises. The use of divisional vehicles is for official business purposes only and not for pleasure or personal use. If departmental vehicles are unavailable and an employee is required to use the employee's own vehicle for official business purposes, the employee will be reimbursed at a rate established by the Office of Budget and Management (OBM), but no less than 22.5 cents per mile, which shall be increased to 24 cents per mile on July 1, 1992 and 25 cents per mile on July 1, 1993.

Except where it interferes with departmental necessity, assignment of vehicles by seniority shall not be unreasonably denied.

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

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

Patrol cars will be equipped with at least one take-down light and a mounted spotlight when the construction of the cars accommodates their installation. Plugged tires will be used as spare tires only. Patrol cars will be equipped with one (1) pair of rubber, surgical-type gloves and one (1) pair of heavy duty, fire-resistant type gloves.

25.03 Uniforms and Dry Cleaning

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

The Highway Patrol shall pay all reasonable charges for dry cleaning of assigned uniform clothing. Issued shoes, including

steel-toed shoes for Electronic Technicians, will be replaced or repaired as needed.

Upon presentation of receipts, officers permanently assigned to plain clothes duty will be reimbursed up to $400.00 annually for the purchase of suits, shirts, and ties. All personnel eligible for this allowance on the execution date of this Agreement will receive $200.00 as a one time payment for vest conversion. The Employer has the right to deny any transfer requested by an employee who has been assigned to a plain clothes duty assignment for less than eighteen (18) consecutive months. The Employer may, at its discretion, allow such a transfer within this time period, providing the employee re-pays to the Employer all monies received pursuant to this section within the previous twelve (12) months upon the Employer's approval of the employee's transfer request.

25.04 Hats

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

25.05 Retirement Weapon

All employees shall be given an opportunity to purchase their service weapon upon their retirement by age and service or disability. The price of such weapon shall be the initial purchase price of the weapon for the first year after its purchase and 20 percent less, for each succeeding year until after five (5) years when the purchase price shall be one dollar ($1.00).

25.06 Second Weapon

Troopers may carry a second weapon on duty with prior approval by the Employer. The Trooper must qualify with the weapon in compliance with departmental procedures. The types and calibers of acceptable weapons will be determined by the Employer.

25.07 Shoulder Holsters

Troopers may wear a shoulder holster, providing the holster and weapon are kept concealed from the public while on duty and do not disrupt the appearance of the uniform.

The holster and harness must be purchased by the employee and approved by the Employer.

25.08 Operation Wheels Study

Upon completion of the vehicle survey presently being conducted in District 5 and 7, such survey shall be shared with the Labor/Management Committee. Upon receipt of such study the Labor/Management Committee shall meet to discuss same.

25.09 Radar Antennas

Radar units shall be modified as soon as practicable so that an employee may place the radar antenna outside of the vehicle.

ARTICLE 26 - HOURS OF WORK AND WORK SCHEDULES

6.01 Permanent Shifts

Permanent shifts shall continue. Shift assignments will be made by the facility administrator on the basis of seniority on the first day of the pay period which includes March 1st and September 1st of each year. In accordance with this section, shift assignments will be permanent and no rotation of shifts will occur, except for the relief dispatcher, who shall continue on a rotating schedule as in the past. Shifts shall be bid between forty (40) and thirty (30) days prior to the beginning of the new assignment. The normal work week shall be forty (40) hours. The relief dispatcher shall be paid shift differential at the highest differential rate for all hours.

.02 Report-in and Commutation Time

Employees shall be at their work sites, report-in location

or headquarters location promptly at their shift starting time. Any employee who must begin work at some location other than their actual work location or report-in location shall have any additional travel time counted as hours worked except that the current practice for court appearances shall continue.

26.03 Meal Breaks

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

26.04 Split Shifts

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

26.05 Double Backs

At any time when the starting times of shifts worked by a member are less than twenty-four (24) hours apart, the members will receive one and one-half (1-1/2) 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.

26.06 Area Assignments

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

26.07 Technicians

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

ARTICLE 27 - OVERTIME

27.01 Overtime and Compensatory Time

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

1. Any member who is in active pay status more than eight (8) ours in one day or forty (40) hours in one week shall be paid ne and one-half (1.5) times his/her regular rate of pay including ıift differential if ordinarily paid for all time over eight (8) ours in one day or forty (40) hours in active pay status. The :gular rate of pay includes all premium pay routinely received.
2. An employee may elect to take compensatory time off in eu of cash overtime payment of hours in an active pay status ıore than eight (8) hours in one day or forty (40) hours in any ılendar week. Such compensatory time shall be granted on a me and one-half (1.5) basis.
3. The maximum accrual of compensatory time shall be two undred forty (240) hours for all employees.
4. When the maximum hours of compensatory time accrual is :ndered, payment for overtime shall be made in cash.
5. Upon termination of employment, an employee shall be ıid for unused compensatory time at a rate which is the higher f:
a. The final regular rate received by the employee, or
b. The average regular rate received by the employee during the last three years of employment.
6. This paragraph shall not create overtime on a daily basis ıe to the definition of an eight (8) hour day when an employee working an alternative daily or weekly schedule such as a four n-hour day work week.

7.02 Active-Pay Status

For purposes of this Article, active pay status is defined as the ɔnditions under which an employee is eligible to receive pay, ıd includes, but is not limited to, vacation leave, sick leave, ersonal leave, compensatory time, bereavement leave and lministrative leave.

27.03 Overtime Assignments

It is understood and agreed that determining the need for overtime, scheduling overtime, and requiring overtime are solely the rights of the Employer.

Good faith attempts will be made to equalize overtime opportunities at any one installation.

27.04 Report-Back Pay

A. "Report-Back" occurs when a member of the bargaining unit is called to return to work to do unscheduled, unforeseen or emergency work after the member has left work upon the completion of the regular day's work, but before he/she is scheduled to return to work.

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

C. Working a shift as the result of a mutually-agreed to shift trade shall not constitute a report back.

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

For report back purposes "scheduled time" is that time scheduled by a post commander during the shift selection process set out in Article 26.

27.05 Standby Pay

Whenever an off-duty employee is placed on a standby 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 standby.

27.06 Requests for Compensatory Time Off

Requests for compensatory time off must be submitted in writing in advance of the anticipated time off. Such requests shall be given reasonable consideration. Requests made within 24 hours in advance of the anticipated time off may be given reasonable consideration.

27.07 Granting of Compensatory Time Off

Compensatory time off shall be granted subject to the operational needs of the facility.

27.08 Pyramiding of Overtime

There shall be no pyramiding of overtime.

27.09 Specialty Exemptions

If, during the duration of this contract, bargaining unit members are assigned to the Executive Protection Section, they will be exempt for Sections 26 and 27 of this agreement.

ARTICLE 28 - ABSENCE CONTROL POLICY

28.01 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.
6. Violations of leave procedures.

28.02 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 29 - SHIFT TRADE

By the mutual agreement between the involved employees and the Post Commander or equivalent supervisor, members of the bargaining unit assigned to the same work facility and in the same job classification may trade scheduled work days. Approval for such shift trade shall not be unreasonably denied by the Post Commander or equivalent supervisor.

The accumulative duration of shift trades by any one employee shall be limited to thirty (30) days in a calendar year, except for those situations provided for in Section 37.03 of this Agreement.

ARTICLE 30 - TRANSFERS/PAYMENT FOR MOVING EXPENSES

30.01 Transfers

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

When position openings are created as the result of the impending graduation of a cadet class, the Employer shall post an "open bid" period for transfer requests. The Employer shall state the graduation date of the cadet class, and the effective date of position openings as the result of the graduation. The Employer shall then receive and consider all transfer requests of incumbents prior to assigning cadets to positions. Transfer requests may list up to five posts.

There shall be no cadet assigned to a position if a member has properly submitted a transfer request for that position during the

ited "open bid" period. The Employer is not otherwise uired to honor a member's transfer request during this period.

. Specialty Positions

he Employer shall have the right to transfer members out of / non-field position at its discretion pursuant to the following: or the purpose of this agreement, a "non-field" position is ined as any position within the Academy, Personnel, iation, Planning and Analysis, Inspections and Standards, and ecutive Protection.

he Employer may involuntarily reassign members in non-field itions to a field or other non-field position. Any transfer iated by the Employer for this purpose shall not result in the nsferred employee having to relocate, unless the relocation is result of the affected employee's transfer request. Any ployee presently assigned to any of these positions on the ective date of this Agreement shall only be transferred out of h position pursuant to paragraph A.

02 Moving Expense

loving expense will be authorized and paid by the Employer employees when the transfer has been initiated by the ployer. Moving expenses will be reimbursed according to cedures established by the Superintendent. Moving expenses l be determined by obtaining three bids from licensed moving npanies, who are authorized to operate in this state by the blic Utilities Commission of Ohio.

loving expenses will not be granted when the transfer is at the uest of the individual or the initial move of the cadets upon duation and assignment from the Academy.

03 Temporary Living Expenses

n employee shall be entitled to reimbursement for meals and lging for up to 20 working days, as provided by procedures of Department of Administrative Services, following a transfer tiated by the Employer. Living expenses incurred during the

initial move of the cadets upon graduation and assignment from the Academy shall not be covered.

30.04 Moving Time

Members who have been transferred shall be given two (2) paid days off at their regular rate for moving.

ARTICLE 31 - RESIDENCY

31.01 Requirements

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

Members of the bargaining unit shall be required to live within a thirty (30) mile radius of their assigned post.

31.02 Applicability

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

ARTICLE 32 - TEMPORARY WORKING LEVEL ASSIGNMENT

32.01 Payment of Temporary Working Level Assignment

The Employer may temporarily assign an employee to replace an absent employee or to fill a vacant position within the bargaining unit 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: a) the classification salary base of the higher

el position, or b) a rate of pay at least five (5) percent above /her current step rate of compensation. The pay adjustment ıll in no way affect any other pay supplement which shall be culated using the employee's normal classification salary ıe. The employee shall receive the pay adjustment for the ıation of the temporary assignment. A position filled in this nner for more than three (3) months shall be posted as a ıancy unless the vacancy is caused by a long term illness from ich the employee is expected to return.

ARTICLE 33 - SMOKING POLICY

he parties acknowledge that the Employer has authority to ke reasonable rules regulating smoking. In no event, shall h regulations impede the following:

Smoking will be permitted in outdoor areas during non-rk times such as before or after work, official breaks and ing lunch.

When driving in a state vehicle or private vehicle on state iness, smoking is prohibited if there are non-smokers in the ıicle who desire that the smoker abstain. It is the responsibility he smoker to ask whether anyone desires that he/she not ɔke.

The agency will provide educational programs to assist ɔloyees in maintaining compliance with this Article. All ɜntial employees affected by this Article will be made aware hese conditions.

ARTICLE 34 - STANDARDS OF PERFORMANCE

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

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

ARTICLE 35 - REDUCTION IN FORCE

35.01 Layoffs

Layoffs of employees in the bargaining unit may only be made pursuant to ORC 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. Seniority as defined in Article 36 shall be used to determine the order of layoff or recall. The use of retention points is hereby abolished. Performance evaluations will not be a factor in layoff.

35.03 Bumping or Displacement

Laid-off employees by seniority shall have one option to either;

a. Displace the least senior within the same like classification or;

b. Bump the least senior within the same like classification
:ries or;
:. Be laid off and await recall to the district where the layoff
:curred.

5.04 Recall

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

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

ll layoff, abolishment and displacement appeals shall be filed
ectly at Step 4 of the grievance procedure.

ARTICLE 36 - SENIORITY

.01 Definition

eniority shall be defined as the total length of continuous
vice in a permanent full-time position or succession of
;itions with the Employer. Continuous services also will not
interrupted if the employee was on approved leave of absence
f the employee is reemployed within two (2) years from the
e of a layoff.

or all employees entering this bargaining unit after March 29,
9, any time previously served as an employee of any state
ncy shall not count toward the employee's continuous
vice.

the event of a layoff or a reduction in position, a Sergeant
enters this bargaining unit shall have the seniority to which

his/her length of continuous service with the Highway Patrol Division as a law enforcement employee entitles him/her.

36.02 Identical Hire Dates

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

36.03 Termination of Seniority

Seniority shall terminate when the employee:

1. Quits, resigns, or is otherwise separated from the Patrol 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; or
   c.sick leave.
5. Is on layoff for a period of time equivalent to the employee's accumulated time in service seniority or twenty-four (24) months, whichever occurs last.

ARTICLE 37 - EDUCATIONAL INCENTIVE AND TRAINING

37.01

The Employer and the employees of the bargaining unit mutually recognize the benefit of continued education and training for professional growth and development. The

yer will provide basic and advanced training programs on nuing basis based on needs and available funding.

dition to the basic training provided at the Academy, ed, specialized or individual training may be provided as . The reasons for training may include, but are not limited overall improvement of skill and efficiency; changes in r duties and responsibilities' changes in equipment or ogies; and to qualify for positions of the greater ibilities.

work day for all training programs shall be from 8:00 5:00 PM, unless otherwise specified, with one (1) hour h and time for breaks as the program allows. Employees d to attend training programs will adopt the schedule of gram.

loyees required to participate in official duties or classes tend beyond an eight (8) hour work day may be sated according to the overtime provisions of this

ing or sleeping overnight at a particular location during ig program shall not give rise to the accumulation of e.

el time to and from training programs shall be considered ity hours and compensated appropriately.

nployer encourages those employees who wish to pursue education and/or training in addition to programs l by the Employer. Bargaining unit members may be d to trade shifts and/or days off with the other members me classification in order to attend non-departmental n or training programs. The trading of shifts and/or days e by mutual agreement of the involved employees and Commander or equivalent supervisor. Approval for

such trade shall not be unreasonably denied by the Post Commander or equivalent supervisor.

The Employer will reimburse members of the bargaining unit up to one-half 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; or the course must be a required part of a degree program that is job related.
6. The maximum reimbursement possible will be $30 for each quarter-hour and $50 for each semester-hour of course work.

The Superintendent or his/her designee will retain final authority to approve or deny all such tuition reimbursement requests, based on sound management practices, including the availability of funds. If limitation of funding prevents all tuition reimbursement requests from being approved, bargaining unit members enrolled in a degree program will receive first consideration. If funding limitation further prevents all members enrolled in a degree program from being approved, the member

who has been continuously enrolled in a specific degree program will receive first consideration.

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

ARTICLE 38 - REPORTING ON-DUTY ILLNESS OR INJURY

38.01 Reporting

Members of the bargaining unit shall promptly report an on-duty injury or illness to his/her supervisor. The employee and the Patrol 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.

38.02 Workers' 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.

38.03 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 or an employee who is injured on the job and reports immediately to a family physician, an emergency room or an urgent care facility for emergency treatment shall remain in active pay status until the emergency treatment is conducted. In the case of such injuries and with the approval of the Employer, an employee undergoing medical treatment, making visits to medical

practitioners and attending therapy sessions as the result of the injury shall be excused from work with pay at the regular rate for the time of the treatment, visit or session. Employees shall not be paid for more than forty (40) hours for any one injury under this Section. In accordance with the commuting rule in Section 26.02, travel time to and from the site of the treatment, visit or session shall also be paid. No overtime entitlement arise by the operation of this Section. The Employer may adjust work schedules to avoid the payment of overtime when an employee uses the provisions of this Section.

When bargaining unit members are no longer able to perform the reasonable and substantial duties of their position after sustaining on-the-job illness or injury they will be placed on the appropriate leave effective with the following shift.

ARTICLE 39 - MEDICAL EXAMINATIONS

39.01 Submission to Medical Examination

The Employer may require that an employee submit to a medical examination pursuant to the Administrative Rules of the Director of Administrative Services (Ohio Administrative Code Section 124:1-33-04) in effect as of the date of the Agreement. No approval by the Director of Administrative Services is required.

39.02 Hazardous Material

Any employee who, acting in an official capacity, 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 a qualified emergency room physician. Such examinations will be conducted as soon as practicable after exposure.

).03 Panel of Physicians

The parties will meet as soon as practicable after the effective ıte of the Agreement to establish a panel of expert physicians ıowledgeable in chemical, nuclear and/or industrial hazards. nployees may be referred to such physicians by the examining ıergency room physician. The Employer will pay for such aminations if not covered by the Bureau of Workers' ›mpensation or health insurance.

.04 Treatment

f any medical conditions are discovered as a result of aminations conducted in accordance with this Article, the ıployee will be referred to the Employee Assistance Program medical treatment, as appropriate.

ARTICLE 40 - PHYSICAL FITNESS AND WELLNESS POLICY

01 Purpose

he Employer and the Ohio Labor Council, Inc. recognize the :d for trooper members of the bargaining unit to be in good 'sical condition. The parties agree the proper approach to rall wellness must have primary emphasis on the intenance of good health of the employees, but must also vide a systematic standard for progressive discipline if sical fitness is not maintained.

)2 Health and Physical Fitness

ıe Employer's "Health and Physical Fitness Program," File)-500.27, effective June 1, 1988, as included within File 9- .23, effective July 17, 1991, shall be the program by which :all wellness will be maintained.

)3 Implementation

rticipation in the program shall be mandatory for all troopers.

40.04 Progressive Discipline

For all troopers employed on March 29, 1989, the maximum progressive disciplinary action shall be a three (3) day suspension per ninety (90) day period and that the suspensions periods shall be 1, 2, and 3 days instead of 1, 3, and 5 days, respectively. Those persons placed on discipline shall not be eligible for voluntary overtime or special off-duty until they are retested and have been found to be making sufficient progress toward their goals. The failure to maintain sufficient progress shall disqualify the employee from overtime and off-duty assignments. Sufficient progress shall be defined as losing one pound (1 lb.) per week for the first thirteen (13) weeks and one-half (1/2 lb.) per week, thereafter, until the weight standard is met.

For all troopers employed after March 29, 1989, the progressive discipline detailed in the program shall be followed.

For all troopers employed on March 29, 1989, the progressive disciplinary system articulated in the program, as modified by the above paragraph, shall not be implemented until August 1, 1992. For all troopers employed after March 29, 1989, the progressive discipline detailed in the program shall be followed immediately.

40.05 Deferrals

There shall be no permanent medical deferrals from the program for troopers. A trooper may be granted a ninety (90) day deferral from the program, based on the recommendation of a qualified physician and approved by the Division's Chief Medical Examiner. If necessary, further ninety (90) day deferrals may be granted.

40.06 Health and Fitness Incentive Pay

Effective August 1, 1992, Troopers who have completed their probationary period and who meet all the sex, age and height based minimum fitness standards outlined in the program shall

receive health and fitness incentive pay in the amount of fifty dollars ($50.00) per month.

40.07 Pre-Retirement Disciplinary Time Substitution

During the last three (3) years of employment before a Trooper's retirement, any Trooper that becomes subject to an unpaid disciplinary suspension pursuant to this Article may, on a day for day basis, substitute (forfeit) personal leave or vacation time for such suspension. Such substitution shall only be allowed for one (1) three consecutive year period.

ARTICLE 41 - EMPLOYEE ASSISTANCE PROGRAM

41.01 Committee Representation

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

41.02 Guidelines

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

41.03 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.

41.04 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.

41.05 Applicable Provisions

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

41.06 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.

41.07 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.

41.08 Diagnostic Referral, and Case Management Covered by Community Services Centers

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.

41.09 Leave

Leave will be authorized in accordance with the provisions of this contract 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.

41.10 Formal and Voluntary Referrals

The services of the Ohio E.A.P. Central Office shall be provided for employees and their families who voluntarily refer

themselves for assistance, or accept assistance through informal referral, as well as those employees for whom formal referrals are necessary.

41.11 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. In cases where the employee and the Employer jointly enter into a voluntary agreement, in which the Employer defers discipline while the employee pursues a treatment program, the employee shall waive confidentiality and the Employer shall receive regular reports as to the employee's continued participation and success in the treatment program.

41.12 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.

41.13 Diagnosis of Bargaining Unit Member Problems

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

ARTICLE 42 - COMPENSATION FOR LOST OR DAMAGED PERSONAL PROPERTY

If 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 $100;
2. prescription eye glasses up to $150 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.
3. briefcase up to $50.00
4. pocket recorder up to $50.00

ARTICLE 43 - VACATION ALLOWANCE

43.01 Accrual Rate

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

Length of State Service	Accrual Rate Per Pay Period	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 April 28, 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.

43.02 Maximum Accrual

Vacation credit may be accumulated to a maximum that can be earned in three (3) years. Further accumulation will not continue when the maximum is reached. When an employee's vacation reaches the maximum level, and if the employee is 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

43.03 Eligible Employees

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

43.04 Vacation Leave

Vacation leave shall be taken only at times mutually agreed to by the Employer and the employee. The Employer may restrict the number of concurrent vacation leave requests at a work location based on work shifts.

A. Subject to the above limitations employees who submit vacation leave requests no more than thirty (30) days and no less than twenty (20) days prior to the first day of the permanent shift dates referred to in Section 26.01 shall be granted vacation leave based upon seniority.

B. Vacation leave requested at any other time shall be granted on a first-come, first-served basis. The Employer shall approve these vacation leave requests without unnecessary delay but in no event later than thirty (30) days after submission of the request.

C. Requests made less than twenty-one (21) days prior to the commencement of the vacation leave period shall be considered by the Employer but need not be approved, regardless of staffing needs.

D. Time off days immediately prior to, during, or immediately after a vacation day shall be considered as a part of vacation leave.

E. Subject to the limitations in paragraph one (1), employees may trade previously approved vacation leave dates provided the trade has no economic impact on the Employer.

F. If an employee is called to work from a scheduled vacation leave period, or if an employee's previously approved vacation leave is cancelled, the employee will have the right to take the vacation leave at a later time and will be paid at time and one-half (1 1/2) for the time the employee is in on-duty status. Upon submission of appropriate evidence, the employee

shall also be reimbursed for any non-refundable travel and lodging costs incurred as a result of cancelling or returning from his/her vacation.

G. No employee shall be able to utilize his/her vacation accumulation during the month of June to the extent that such utilization reduces the employee's vacation accumulation below five (5) hours.

43.05 Termination From Service

Upon termination for any reason, all vacation leave balances will be paid to the employee at his/her regular rate 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 44 - HOLIDAYS

44.01 List of Days

Members 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.

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

44.02 Holiday Pay

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

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

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

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

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

44.03 Computation of Holiday Pay or Compensatory Time

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

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

Upon separation from state service for any reason including etirement, members will receive compensation for all holiday ompensatory time earned but not used pursuant to this section.

ARTICLE 45 - PERSONAL LEAVE

5.01 Eligibility for Personal Leave

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

5.02 Personal Leave Accrual

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

5.03 Charge of Personal Leave

Personal leave which is used by an employee shall be charged minimum units of one-half (1/2) hour. Employees shall be harged personal leave only for the days and hours for which ey would have otherwise been scheduled to work, but shall not clude scheduled overtime.

5.04 Uses of Personal Leave

Personal leave is intended to be used by an employee to dress issues of a personal nature. Personal leave is not tended 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 matter in which the employee is a party or whose presence is quired. 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.

45.05 Notification and Approval of Use of Personal Leave

Requests for personal leave shall be in writing and, when possible, shall be made forty-eight (48) hours 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; except in employer-designated peak times during the year 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 which is documented. At non-peak times requests for personal leave of eight (8) hours or less received with at least forty-eight (48) hours notice shall not be unreasonably denied. Requests made

less than 48 hours in advance of the anticipated time off may be given reasonable consideration.

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

45.06 Uses and Prohibitions

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

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

45.07 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 40 hours. When the maximum has been reached the employee shall receive payment for these hours in excess of the maximum accrual.

45.08 Conversion of Personal Leave Credit Upon Separation From Service

An employee who is separated from state service 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 58.

45.09 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 46 - OCCUPATIONAL INJURY LEAVE

Occupational injury leave shall be governed by the Rules promulgated on this subject and the Ohio Revised Code 5503 as they exist on March 26, 1989. All employees in the bargaining unit shall be entitled to occupational injury leave.

46.01 Maximum Hours of Occupational Injury Leave

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

46.02 Injuries

Injuries incurred while on duty acting within the scope of his/her authority and job classification description shall entitle an employee coverage under this Article. An injury on duty which aggravates a previous injury will be considered an independent injury. O.I.L. is not available for injuries incurred during those times when an employee is in the act of arriving or departing from his/her assigned facility if not responding to an emergency or called in by a supervisor, when an employee is engaged in 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.

46.03 Waiting Period

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

However, if an employee is immediately hospitalized overnight by a medical doctor due to a qualified on-duty injury, no loss of sick leave shall occur.

46.04 Requests for Occupational Injury Leave

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

46.05 Authority to Approve or Disapprove

Authority to approve or disapprove any request for occupational leave rests with the Superintendent. Requests for O.I.L. shall not be unreasonably denied.

46.06 Light Duty

The Highway Patrol may, at its discretion, arrange for light duty for employees experiencing partial disability and on occupational injury leave, sick leave or disability leave. Such efforts will be made at the employee's assigned post, or at other divisional facilities as determined by the Employer. All living expenses incurred as the result of a light duty assignment to another divisional facility in cases where the Employer cannot allow a daily commute to the employee's residence will be paid by the Employer. Any light duty employee who must begin work at some location other than his/her regular work location or report-in location shall have any additional travel time counted as hours worked. Light duty may only be assigned up to a maximum of fifty (50) miles.

46.07 Geographic Limitations

No geographic limitation on the use of occupational injury leave shall be imposed if:

1. A doctor has certified that travel will not prolong the recovery period or cause additional injury prior to the travel;
2. travel will not interfere with previously scheduled therapy or doctor's exams;
3. travel will not interfere with activity such as court dates;
4. the Employer has been given seven (7) days notice of the travel, and;

5. Notify the Employer of the location and phone number so the employee can be reached.

However, if the request for occupational injury leave follows a denied leave request for the same period of time, the Employer may require documentation of the occupational injury leave request and may impose geographic restrictions.

46.08 Health Insurance

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

ARTICLE 47 - DISABILITY LEAVE

47.01 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 48 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 48 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.

47.02 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.

47.03 Standard

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

a. Performing light physical work activities; or

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

If it is determined that the employee is capable of performing light physical work or non-stressful activities, then the Superintendent may provide such work for the employee and disability leave benefits will terminate.

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

Superintendent is able to provide light physical work or non-stressful activity, whichever is earlier.

47.04 Return to Work

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

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

47.05 Length of Disability

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

47.06 Subsequent Disability

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

A subsequent unrelated disability that occurs after a return to work following a previous disability shall be considered a new

claim. A new waiting period must be served before the employee will be eligible to receive disability leave benefits.

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

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

47.07 Application for Disability Leave Benefits

1. Filing a Claim

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

2. Documentation

It shall be the employee's responsibility to provide 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 Superintendent. 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. The Superintendent shall, within five (5) days of receipt of such additional information, forward it to the Director. 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

e disqualified from receiving disability leave benefits, in ccordance with Paragraph 47.09 of the Article.

6. Address Change

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

7.08 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 ut of any employment covered by any Workers' Compensation r federal compensation plan, unless the employee chooses to eceive disability leave instead of Workers' Compensation enefits.

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 Superintendent. The Superintendent shall within five (5) days of receipt forward the two (2) claims together to the Director of Administrative Services. Disability leave benefits may then be paid for a period up to one hundred and twenty (120) days in lieu of Workers' Compensation benefits.

Within forty-five (45) days of notification of a final order from the Industrial Commission denying the claim for Workers' Compensation lost time wages, an 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 46 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.

47.09 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 47.04 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 edical care pursuant to Section 47.07(5) of this Article; or

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

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

7.10 Payment of Disability Leave Benefits

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

1. Accrual of Service Credit

An employee receiving disability leave benefits shall continue o accrue service credit for purposes of determination of vacation enefits, 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.

47.11 Appeal of a Denial

If a request for disability leave benefits is denied, the employee shall be informed of the denial in writing. The employee may then file, in writing and within thirty (30) days of the notice of the denial, a request for an appeal of the denial with the Director 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 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 results in denial of the disability leave benefits, the employee shall be informed of the denial in writing. The employee may then file, within thirty (30) days of the notice of the denial, a grievance in accordance with Article

20 of this Agreement. The grievance must be filed at Step Four of the Grievance Procedure.

47.12 Disability Separation

If an employee becomes unable to perform the substantial and material duties of his/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 Superintendent, with approval of the Director, for a period of up to six (6) months upon the presentation of evidence as to the probable date for return to active work status. The employee must demonstrate that the probable length of disability will not exceed six (6) months. The granting of a leave of absence without pay will be subject to Article 49 of this Agreement.

If the employee is unable to return to active work status within the six (6) month period due to the same disabling illness, injury or condition, the employee will be given a disability separation. If an employee is placed on leave of absence without pay and subsequently given a disability separation due to the same disabling illness, injury or condition, the total combined time of absence due to the disability shall not exceed three (3) years for purposes of reinstatement rights under Section 47.13 of this Agreement.

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

ıability separation is given. If an examination is requested by
: Superintendent, the Superintendent shall bear the cost of the
amination.

.13 Reinstatement Rights

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

!. An employee receiving disability leave benefits unable to
ırn to work at the time his/her disability benefits are
hausted shall retain the right of reinstatement to a position for
ɔeriod of up to three (3) years from the time the employee
came eligible to receive disability leave benefits, upon written
ıuest to the Superintendent or his/her designee.

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

.14 Request for Reinstatement

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

47.15 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 disability, 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 Superintendent may require the employee to submit to an additional examination prior to returning to work to determine whether the disabling illness or injury continues to exist.

47.16 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.

47.17 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.

47.18 Notice of Return Date

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

47.19 Abuse of Disability Separation

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

47.20 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.

47.21 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 Superintendent or designee, be granted a leave of absence without pay 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 any reasonable time prior to or following childbirth. Such vacation leave may precede, be part of, or follow the period as defined in Section 47.21 of this Article.

ARTICLE 48 - SICK LEAVE

48.01 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.

48.02 Sick Leave Accrual

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

Less than full-time employees shall receive 3.1 hours of sick leave for each eighty (80) hours of completed service, 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.

48.03 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.

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

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

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

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 this policy, a corrective counseling session will be conducted with the employee. The Agency Head or designee will jointly explain the serious consequences of continued unauthorized use or 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 41 (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 for 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.

48.05 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.

ARTICLE 49 - LEAVES OF ABSENCE WITHOUT PAY

49.01 Requesting Leave of Absence Without Pay

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

49.02 Length of Leave

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

49.03 Abuse of Leave

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

49.04 Failure to Return

An employee who fails to return to duty within three working days of the completion or a valid cancellation of a leave of

ence without pay without explanation to the Superintendent his representatives, may be removed from the service.

An employee who fails to return to service from a leave of sence without pay and is subsequently removed from the vice is deemed to have a termination date corresponding to starting date of the leave of absence without pay.

.05 Return to Service

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

).06 Service Credit

Time spent on authorized leaves of absence without pay will ount towards seniority, including service credit for annual step ncreases, layoff purposes, and for computing the amount of acation leave, provided the employee is properly returned to ervice and is not serving a probationary period.

Employees that do not return to service from a personal leave f absence shall not receive service credit for the time spent on uch leave.

9.07 Child Care

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

ARTICLE 50 - 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 51 - COURT LEAVE

51.01 Granting of Court Leave

The Superintendent shall grant court leave with full 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 any court or other official proceedings.

51.02 Compensation

A. Any compensation or reimbursement for jury duty when such duty is performed during an employee's normal working

ıurs, shall be remitted by a state employee to the payroll officer r transmittal to the Treasurer of State.

B. Employees shall notify their immediate supervisor when ey are required to appear in court.

C. Employees appearing in a court or other official oceedings based on any action arising out of their employment ring their off duty hours shall be guaranteed a minimum of ee (3) hours at one and one half times their regular rate or ir actual hours worked, whichever is greater. The Employer all not change an employee's schedule or scheduled shift in ler to avoid payment for court time incurred during off duty urs without the consent of the employee involved. Payment all be made in cash or compensatory time at the discretion of employee.

D. Members of the bargaining unit who attend court after a ıtually agreed to shift trade and during what should have been rmal working hours, shall not receive court appearance pay.

.03 Granting of Leave When Bargaining Unit Member is Party to the Matter Before the Court

Any employee who is appearing before a court or other legally nstituted body in a matter in which he/she is a party may be unted vacation time, leave of absence without pay, personal ve or compensatory time off. Such instances would include, t not be limited to, criminal or civil cases, traffic court, divorce oceedings, custody, or appearing as directed as a parent or ardian of juveniles.

ARTICLE 52 - MILITARY LEAVE

01 Definition of "Armed Services"

As used in this Article, "Armed Services of the United States" ludes the Army, Navy, Marine Corps, Air Force, Coast ard, Auxiliary Corps as established by Congress, Army Nurse

Corps, Navy Nurse Corps, Red Cross Nurse serving with the Armed Services, or hospital service of the United States, active duty with the Civil Air Patrol - Coastal Patrol, and such other services as is designated by Congress.

52.02 Military Leave With Pay

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

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

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

52.03 Military Leave Without Pay

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

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

2. Reinstatement - Upon proper application, the employee all be returned to the same or similar position within the ployee's former classification within thirty (30) days after aking application. If the employee's former classification no nger exists, the employee shall, with approval of the Director Administrative Services, be assigned to a position in a assification similar to that formerly occupied. The employee all receive like seniority, status, and pay or the nearest proximation there of consistent with the circumstances of the se. "Position," as used in this section, means employment, obationary or otherwise, held at the time of entrance into ilitary duty, but does not include temporary or casual nployment or an office filled by election.

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

4. Temporary Disability - If an employee who is entitled to einstatement under this section is unable to perform the duties f his/her office or position at the date of his/her application for einstatement thereto because of a temporary physical disability,

the employee shall be restored to such office or position when the physical disability is removed, provided the physical disability is removed within one year from the date of application for reinstatement.

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

a. That amount of sick leave which had been accumulated at time of entering service;
b. That amount of service time which would have accrued had the employee been on the job. Vacation time will not accrue during the time spent on military leave;
c. Automatic salary adjustments associated with the position and due the employee had the employee been on the job;
d. Any change in classification or pay range which would be due the employee had the employee been on the job;
e. Hospitalization and life insurance benefits are suspended while the employee is on leave. Employees on military leave without pay are not required to make direct payments into these programs; payment into the programs while on leave is optional. Hospitalization and life insurance benefits must be reinstituted upon the employee's reinstatement and with no loss in amount of coverage.

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

. Extended Duty and Re-enlistment - The provisions of this icle do not apply to an employee who reenlists while on ive duty, or to a commissioned officer who voluntarily enters extended active duty beyond that required by the acceptance a commission. Upon reenlistment or commencement of luntary extended duty, the employee is not eligible for nstatement.

3. Discharge of Substitute Employee - When an employee 10 has been replaced by another employee while on military ave is restored to his/her position or office following discharge om military service, the substitute employee shall be subject to yoff procedures and other appropriate displacement ocedures. Such layoff or discharge shall only require written otice to be given to the substitute 14 days prior to discharge or yoff. Such discharge or layoff shall not be appealable to any rum or subject to the grievance procedure. Such layoff or ischarge shall not require adherence to the layoff procedures numerated in Chapter 123:1-141 of the Administrative Code.

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

ARTICLE 53 - OLYMPIC COMPETITION LEAVE

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

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

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

ARTICLE 54 - LIFE INSURANCE

54.01 Amount

The Employer will provide group life insurance coverage at no cost for 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 highest 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%).

54.02 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.

54.03 Disability Coverage

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

54.04 Insurance for Employees 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 54.01.

54.05 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.

54.06 Benefit Trust

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

ARTICLE 55 - 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 Service Employees 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 employees' monthly health benefits' deductions on a pre-tax basis as permitted by Federal Law.

ARTICLE 56 - INDEMNIFICATION OF MEMBERS

56.01 Indemnification

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

56.02 Insurance Policy

The Employer agrees to remit to the Labor Council an amount to be applied toward the payment of a premium by the Labor Council for an insurance policy which provides a defense attorney to represent 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 57 - DEATH OF A MEMBER OF THE BARGAINING UNIT

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

ARTICLE 58 - PAYMENT OF PERSONAL EARNINGS TO A DECEASED MEMBER

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

ARTICLE 59 - CLASSIFICATION

59.01 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.

59.02 Job Audits and Appeal

A. New employees shall be provided a copy of their position description. 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 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 union 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 and shall not be arbitrable.

ARTICLE 60 - WAGES

60.01 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.

Notwithstanding any other provision of this Agreement, if these definitions lead to any reduction in pay, the previous application shall apply.

60.02 Pay Schedules

Employees in the bargaining unit shall be paid in accordance with the following pay schedule. Effective at the beginning of the first full payroll period in January, 1993, an additional Step of five percent (5%) shall become effective for all Troopers with ten (10) years seniority.

Pay Range	Rate Type	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
01	HOURLY	$7.23	$7.54	$7.86	$8.18		
	BI-WEEKLY	$578.40	$603.20	$628.80	$654.40		
	ANNUAL	$15,038	$15,683	$16,349	$17,014		
02	HOURLY	$7.57	$7.90	$8.24	$8.61		
	BI-WEEKLY	$605.60	$632.00	$659.20	$688.80		
	ANNUAL	$15,746	$16,432	$17,139	$17,909		
03	HOURLY	$7.94	$8.29	$8.67	$9.05		
	BI-WEEKLY	$635.20	$663.20	$693.60	$724.00		
	ANNUAL	$16,515	$17,243	$18,034	$18,824		
04	HOURLY	$8.33	$8.72	$9.11	$9.54		
	BI-WEEKLY	$666.40	$697.60	$728.80	$763.20		
	ANNUAL	$17,326	$18,138	$18,949	$19,843		
05	HOURLY	$8.75	$9.13	$9.54	$9.94		
	BI-WEEKLY	$700.00	$730.40	$763.20	$795.20		
	ANNUAL	$18,200	$18,990	$19,843	$20,675		
06	HOURLY	$9.22	$9.61	$10.02	$10.44		
	BI-WEEKLY	$737.60	$768.80	$801.60	$835.20		
	ANNUAL	$19,178	$19,989	$20,842	$21,715		
07	HOURLY	$9.79	$10.17	$10.56	$10.94	$11.36	
	BI-WEEKLY	$783.20	$813.60	$844.80	$875.20	$908.80	
	ANNUAL	$20,363	$21,154	$21,965	$22,755	$23,629	
08	HOURLY	$10.35	$10.80	$11.28	$11.77	$12.28	
	BI-WEEKLY	$828.00	$864.00	$902.40	$941.60	$982.40	
	ANNUAL	$21,528	$22,464	$23,462	$24,482	$25,542	
09	HOURLY	$11.04	$11.61	$12.19	$12.80	$13.45	
	BI-WEEKLY	$883.20	$928.80	$975.20	$1,024.00	$1,076.00	
	ANNUAL	$22,963	$24,149	$25,355	$26,624	$27,976	
10	HOURLY	$11.91	$12.56	$13.25	$13.99	$14.75	
	BI-WEEKLY	$952.80	$1,004.80	$1,060.00	$1,119.20	$1,180.00	
	ANNUAL	$24,773	$26,125	$27,560	$29,099	$30,680	
12	HOURLY	$14.31	$15.10	$15.92	$16.80	$17.73	$18.71
	BI-WEEKLY	$1,144.80	$1,208.00	$1,273.60	$1,344.00	$1,418.40	$1,496.80
	ANNUAL	$29,765	$31,408	$33,114	$34,944	$36,878	$38,917

60.03 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 1	Step 2	Step 3	Step 4	Step 5	Step 6
01	HOURLY	$7.59	$7.92	$8.25	$8.59		
	BI-WEEKLY	$607.20	$633.60	$660.00	$687.20		
	ANNUAL	$15,787	$16,474	$17,160	$17,867		
02	HOURLY	$7.95	$8.30	$8.65	$9.04		
	BI-WEEKLY	$636.00	$664.00	$692.00	$723.20		
	ANNUAL	$16,536	$17,264	$17,992	$18,803		
03	HOURLY	$8.34	$8.70	$9.10	$9.50		
	BI-WEEKLY	$667.20	$696.00	$728.00	$760.00		
	ANNUAL	$17,347	$18,096	$18,928	$19,760		
04	HOURLY	$8.75	$9.16	$9.57	$10.02		
	BI-WEEKLY	$700.00	$732.80	$765.60	$801.60		
	ANNUAL	$18,200	$19,053	$19,906	$20,842		
05	HOURLY	$9.19	$9.59	$10.02	$10.44		
	BI-WEEKLY	$735.20	$767.20	$801.60	$835.20		
	ANNUAL	$19,115	$19,947	$20,842	$21,715		
06	HOURLY	$9.68	$10.09	$10.52	$10.96		
	BI-WEEKLY	$774.40	$807.20	$841.60	$876.80		
	ANNUAL	$20,134	$20,987	$21,882	$22,797		
07	HOURLY	$10.28	$10.68	$11.09	$11.49	$11.93	
	BI-WEEKLY	$822.40	$854.40	$887.20	$919.20	$954.40	
	ANNUAL	$21,382	$22,214	$23,067	$23,899	$24,814	
08	HOURLY	$10.87	$11.34	$11.84	$12.36	$12.89	
	BI-WEEKLY	$869.60	$907.20	$947.20	$988.80	$1,031.20	
	ANNUAL	$22,610	$23,587	$24,627	$25,709	$26,811	
09	HOURLY	$11.59	$12.19	$12.80	$13.44	$14.12	
	BI-WEEKLY	$927.20	$975.20	$1,024.00	$1,075.20	$1,129.60	
	ANNUAL	$24,107	$25,355	$26,624	$27,955	$29,370	
10	HOURLY	$12.51	$13.19	$13.91	$14.69	$15.49	
	BI-WEEKLY	$1,000.80	$1,055.20	$1,112.80	$1,175.20	$1,239.20	
	ANNUAL	$26,021	$27,435	$28,933	$30,555	$32,219	
12	HOURLY	$15.03	$15.86	$16.72	$17.64	$18.62	$19.65
	BI-WEEKLY	$1,202.40	$1,268.80	$1,337.60	$1,411.20	$1,489.60	$1,572.00
	ANNUAL	$31,262	$32,989	$34,778	$36,691	$38,730	$40,872

60.04 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%), except as otherwise provided in Section 60.07.

60.05 Probationary Step Movement

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

60.06 Pay Range Assignments for Unit Classifications

Unit classifications are assigned to the following pay ranges:

52451	Highway Patrol Communications Technician 1 (effective July, 1992)	6 7
52452	Highway Patrol Communications Technician 2	8
52461	Highway Patrol Dispatcher 1	6
52462	Highway Patrol Dispatcher 2	7
52471	Highway Patrol Electronic Technician 1	8
52472	Highway Patrol Electronic Technician 2	10
52473	Highway Patrol Electronic Technician 3	12
26711	Highway Patrol Trooper	10

60.07 Pay Range Reassignments

Employees whose classifications receive a pay range reassignment shall have their salary adjusted in accordance with Section 60.07 of this Article. Effective at the beginning of the first full payroll period in July, 1992, all Highway Patrol Dispatcher 1's with two (2) years seniority shall be promoted to Highway Patrol Dispatcher 2, and all Highway Patrol Communications Technician 1 shall be upgraded to pay range 7. All employees effected by such promotion or upgrading shall be placed on that step of the new pay range that is equal to the employee's present rate or, if none exist that are equal, then the next greater amount.

.08 Step Placement Equity

The Office of Collective Bargaining shall investigate the step acement of recent graduating cadet classes. If it finds that an or has been made it may authorize an adjustment of step acement. Such adjustment shall not be retroactive.

ARTICLE 61 - ERRONEOUS WAGE PAYMENTS

n instances where wages in excess of $150.00 are paid to an ployee as a result of an error by the Employer and are not adily identifiable to the employee, a schedule for repayment by e employee shall be worked out with the Payroll Officer of the ency and the Payroll Services Section of the Department of dministrative Services.

ARTICLE 62 - LONGEVITY PAY

Beginning on the first day of the pay period within which an nployee completes five (5) years of total state service, each nployee will receive an automatic salary adjustment equivalent one-half percent (1/2%) times the number of years service nes the first step of the pay rate of the employee's assification for a total of twenty (20) years. This amount will e added to the step rate of pay.

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

Effective April 28, 1986 only service with state agencies, i.e., gencies whose employees are paid by the Auditor of State, will e counted for the purposes of computing longevity for new mployees in the bargaining unit.

ARTICLE 63 - SHIFT DIFFERENTIAL

63.01

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

63.02

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

63.03

The Employer retains the right to redefine the shift hours to qualify for shift differential based on the management needs of the Employer. Employees will receive shift differential payment only for time actually worked, not for sick leave, disability leave, vacation, personal leave, occupational injury leave, bereavement leave, holiday time off or compensatory time off. Authorized shift differential will be expressed as (flat rate) cents-per-hour. The established rate shall be twenty-five (25) cents per hour for second shift and forty-five (45) cents per hour for third shift. Effective at the beginning of the first full pay period in July, 1993, the above shift differential rates shall be increased to thirty-five (35) and fifty-five (55) cents per hour, respectively.

ARTICLE 64 - HAZARD DUTY PAY

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

ARTICLE 65 - TRAVEL PAY

The Employer will provide a standard and uniform procedure accordance with the Office of Budget and Management and Auditor of State under which authorized employees may cure reimbursement of personal funds expended in connection th the performance of assigned duties.

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

Troopers have the option of driving their personal cars to aining programs.

Improvements in reimbursement rates by OBM shall be corporated herein.

ARTICLE 66 - MISCELLANEOUS

6.01 Arrests

No troopers will be ordered to make arrests.

6.02 Receipt of Documents

Employees in the bargaining unit will not be required or rdered to sign any document related to administrative matters, xcept to acknowledge receipt of that document. Employees, pon request, will be given a copy of any administrative ocument which he/she signs.

6.03 Orders

An employee may request that an order be placed in writing as oon as possible and practicable. Supervisors shall not nreasonably deny such request. An employee shall not

unreasonably request written orders, and such requests shall not be made for the purpose of harassing supervisors.

66.04 Definition of Emergency

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

66.05 Washing of Cruisers

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

ARTICLE 67 - COPIES OF THE AGREEMENT

The Employer shall reproduce one copy of this Agreement for each employee in the bargaining unit. Additional copies will be reproduced for employees hired during the term of the Agreement.

Printing costs shall be shared equally by the State and the Labor Council.

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

ARTICLE 68 - 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 69 - LEGISLATIVE ACTION

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

ARTICLE 70 - DOG HANDLER/TRAFFIC DRUG-INTERDICTION TEAM DRUG TESTING POLICY

Definitions:

Critical Incident: A situation which results in extensive damage to property or which causes or has the immediate potential of causing serious physical injury or death to any person, on or off duty.

Drug Abuse: The use of cannabis or any controlled substance which has not been legally prescribed and/or dispensed, and/or the misuse of legally prescribed drug(s) or overuse or inappropriate use of non-prescription drug(s).

Drug Misuse: The overuse or inappropriate use of any legally obtained prescription or non-prescription drug.

Drug Test: A urinalysis test consisting of an initial screening step and a confirmation step employing the gas chromatography/ mass spectrometry (GC/MS) utilizing urine samples collected according to procedures and a chain of custody established by Highway Patrol protocol equivalent to procedures for the handling of evidence in criminal cases.

Felony Drug Abuse: Any drug abuse that would constitute a felony under the laws of the State of Ohio.

Illegal Drug: Any substance for which the possession, sale distribution, manufacture, or use by unlicensed persons is prohibited by law.

Illegal Drug Usage: Includes the use cannabis or any controlled substance which has not been legally prescribed and/or dispensed.

Non-Prescription Drug: Any substance which is not legally controlled and is available without a medical prescription, but which, when improperly or inappropriately used, may hamper the ability to perform assigned duties or impair judgment, alertness, and any other physical, emotional or mental capacities.

Prescription Drug: Any controlled substance for which possession and use is legal when prescribed by licensed medical personnel.

Random Test: Random or periodic testing whereby employees are ordered to submit to a drug test without any basis to believe the employee has used drugs.

Reasonable Suspicion: Means suspicion based on knowledge sufficient to induce a prudent and cautious man to believe a member has engaged in illegal drug usage. Reasonable suspicion of drug abuse or misuse is based upon behavioral and/or performance factors which include, but are not limited to, a decrease in work performance level, misconduct, excessive absenteeism, tardiness and/or sick leave use.

Basis for Ordering a T.D.I.T Member/Dog Handler to be Tested for Drug Abuse

In addition to random testing, T.D.I.T./Dog Handlers may be tested for drug abuse when there is reasonable suspicion to believe the member to be tested is using or abusing drugs. Such reasonable suspicion must be based on specific articulable facts, which, taken together with rational inferences from those facts,

reasonably warrant drug testing. In addition, members may be tested for drug abuse during working hours under any of the following conditions:

1. Prior to transfer to K-9 positions and/or the Drug Interdiction Team
2. Upon return to duty after participation in a drug abuse rehabilitation program regardless of the duration of the program, the member shall be required to undergo three (3) urine tests within the one-year period starting with the date of return to duty.
3. Following any critical incident in which the employee was a party.

Urine Samples

Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and the chain of evidence.

Specimen samples shall be sealed, labeled and checked against the identity of the employee to ensure the results match the employee tested. Samples shall be stored in a secure and refrigerated atmosphere until tested or delivered to the testing lab representative.

Testing Procedure

Testing of samples will only be conducted by National Institute of Drug Abuse (NIDA) certified laboratories.

The testing or processing phase shall consist of a two-step procedure.

1. Initial screening step, and
2. Confirmation step.

The urine sample is first tested using a screening procedure. A specimen testing positive will undergo an additional confirmatory test. An initial positive report will not be considered positive, rather it will be classified as confirmation pending. Where a positive report is received, urine specimens

shall be maintained under secure storage for a period of not less than one (1) year. Any sample which has been adulterated or is shown to be a substance other than urine shall be reported as such. All test results shall be evaluated by suitably trained medical or scientific personnel prior to being reported. All unconfirmed positive test records shall be destroyed by the laboratory. Test results shall be treated with the same confidentiality as all medical records under the laws of the State of Ohio.

Disciplinary Action

T.D.I.T./Dog Handlers who are found to be in violation of this policy will be subject to discipline up to and including termination. Refusal to submit to a drug test, or adulteration of, or switching a urine sample, may be independent grounds for termination.

Voluntary Participation in a Dependency Program

T.D.I.T./Dog Handlers who may be drug dependent are encouraged to voluntarily seek professional assistance through a treatment program supervised by the Employee Assistance Program. Voluntary assistance should be sought **BEFORE** the drug abuse affects job performance and/or endangers fellow employees or members of the public.

1. Participation in the Employee Assistance Program is subject to the terms and conditions outlined in Article 41 of this agreement.
2. Should permission to return to duty following rehabilitative treatment be granted, the member shall be required to actively continue in a recognized abuse program monitored by the Employee Assistance Program and/or another qualified medical professional and shall be required to undergo three urine tests within the one-year period starting from the date of return to duty.

3. If a T.D.I.T./Dog Handler who returns to duty following rehabilitative treatment is ever again found to be in violation of this policy he/she shall be terminated. The right to appeal shall be limited to due process and not the level of discipline imposed.
4. Drug abuse, or participation in any drug abuse rehabilitation program will not preclude disciplinary action against members for any law or rule violation which may be connected in part with drug abuse, even if a rehabilitation program is voluntarily undertaken.

ARTICLE 71 - DURATION

This Agreement shall be effective on February 1, 1992 and shall terminate at 11:59 p.m. on February 28, 1994.

The parties hereto have caused this Agreement to be duly executed this 21st day of August, 1992.

On Behalf of
The State of Ohio:

Honorable George V. Voinovich,
Governor

Stephen A. Perry
Director
Dept. of Administrative Services

Francis O. Flynn
Deputy Director
Office of Collective Bargaining

Gregory Browning
Director
Office of Budget and Management

Rob Hartsell
Ohio Highway Patrol

Darryl Anderson
Ohio Highway Patrol

John Demaree
Ohio Highway Patrol

Rick Corbin
Ohio Highway Patrol

Paul Kirschner
Office of Collective Bargaining

On Behalf of
Fraternal Order of Police, Ohio
Labor Council, Inc.:

Paul Cox, Legal Counsel
Fraternal Order of Police, OLC

Dick Miller, Committee Chairman
Fraternal Order of Police, OLC

Renee Englebach
Fraternal Order of Police, OLC

Edward Baker
Fraternal Order of Police, OLC

Dennis Gorski
Ohio Highway Patrol

Dave Plunkett
Ohio Highway Patrol

Chuck Biesci
Ohio Highway Patrol

John Scott
Ohio Highway Patrol

John Dunbar
Ohio Highway Patrol

Dennis Reed
Ohio Highway Patrol

APPENDIX A

sification Title iber	Classification
way Patrol Trooper	26711
way Patrol Communication Tech. 1	52451
way Patrol Communication Tech. 2	52452
way Patrol Radio Dispatcher 1	52461
way Patrol Radio Dispatcher 2	52462
way Patrol Electronic Tech. 1	52471
way Patrol Electronic Tech. 2	52472
way Patrol Electronic Tech. 3	52473

APPENDIX B - LAYOFF JURISDICTIONS

District #1		
Williams	Henry	Hancock
Fulton	Defiance	Hardin
Lucas	Paulding	Allen
Wood	Putnam	Van Wert
District #2		
Ottawa	Seneca	Crawford
Erie	Huron	Wyandot
Sandusky	Richland	Marion
District #3		
Lorain	Stark	Ashland
Medina	Wayne	Holmes
Summit	Cuyahoga	
District #4		
Lake	Trumbull	Mahoning
Ashtabula	Portage	Columbiana
Geauga		
District #5		
Mercer	Champaign	Preble
Auglaize	Miami	Montgomery
Shelby	Darke	Clark
Logan		
District #6		
Union	Licking	Pickaway
Delaware	Franklin	Fairfield
Morrow	Madison	Perry
Knox		

District #7

Coshocton	Harrison	Morgan
Tuscarawas	Belmont	Noble
Carroll	Guernsey	Monroe
Jefferson	Muskingum	Washington

District #8

Butler	Clinton	Clermont
Warren	Highland	Brown
Greene	Hamilton	Adams
Fayette		

District #9

Ross	Vinton	Scioto
Hocking	Jackson	Lawrence
Athens	Pike	Gallia
Meigs		

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