

CONTRACT

Between



THE STATE OF OHIO
And



The Fraternal Order of Police
Ohio Labor Council, Inc.

Unit 15

1991 - 1992

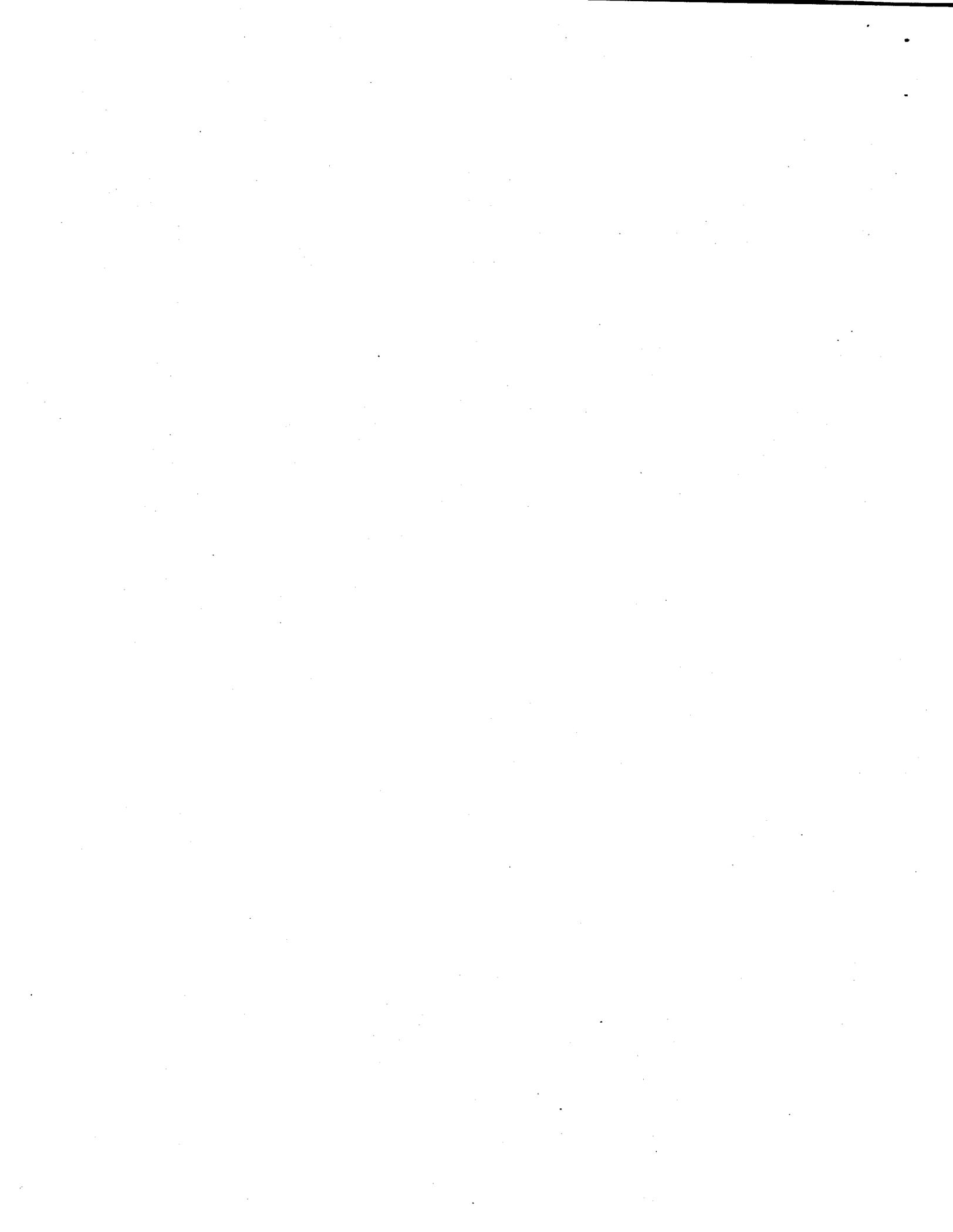


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ARTICLE 1 - AGREEMENT

This Agreement is made and entered into at Columbus, Ohio, this 22 day of March 1991, pursuant to the provisions of Chapter 4117 of the Ohio Revised Code by and between the State of Ohio, represented by the Office of Collective Bargaining, hereinafter referred to as "Employer" and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as "Labor Council" or "Employee Organization."

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

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

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

ARTICLE 2 - EFFECT OF AGREEMENT-PAST PRACTICE

This Agreement is a final and complete agreement of all negotiated items that are in effect throughout the term of the Agreement. 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 in effect under conditions upon which they had previously been granted throughout the life of this Agreement unless altered by mutual consent of the Employer and the Labor Council.

ARTICLE 3 - CONFLICT AND AMENDMENT

This Agreement is meant to conform to and should be interpreted in conformance with the Constitution of the United States, the Constitution of the State of Ohio, all applicable

federal laws, and Chapter 4117, Ohio Revised Code.

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

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

Amendments and modifications of this Agreement may be made by mutual written agreement of the parties to this 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 may exercise any and all management rights reserved to it by Chapter 4117 Ohio Revised Code.

ARTICLE 5 - UNION RECOGNITION AND SECURITY

5.01 Bargaining Unit

The Employer hereby recognizes the Fraternal Order of Police, Ohio Labor Council, Inc., as the sole and exclusive bargaining agent for the purpose of collective bargaining on all matters pertaining to wages, hours, terms and other conditions of employment for employees in the bargaining unit. The bargaining unit for which this recognition is accorded is defined in the Certification issued by the State Employment Relations Board on October 30, 1989 (Case No. 87-REP-04-0124). This Agreement includes all permanently appointed Sergeants employed in the Department of Highway Safety, Division of the Ohio Highway Patrol.

The Employer shall notify the Employee Organization of any changes in the classification plan sixty (60) days prior to the effective date of the change or as soon as the changes become known to the Employer, whichever occurs first.

5.02 Resolution of Disputes

In the event of a dispute between the parties as to future inclusions or exclusions from the unit resulting from the establishment of new or changed classifications or titles, either party to this Agreement may apply to the State Employment Relations Board for resolution of the dispute.

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.

The parties recognize that Sergeants shall continue to perform all duties, functions, and responsibilities of functional supervision that they previously and currently perform including, but not limited to, evaluating troopers, recommending discipline and promotions of troopers, accessing trooper files, and conducting internal investigations.

Except in emergency circumstances, overtime opportunities for work normally performed by bargaining unit employees shall first be offered by seniority to those unit employees who normally perform the work before it may be offered to exempt employees. Those normally performing the work shall be defined to mean Sergeants assigned to a specific facility or facilities within the geographic area of the assignment. This section shall also apply to special duty or special assignments which result from requests by private individuals or groups for security or traffic control.

5.04 Representation

There shall be no cross-unit representation relative to any provisions of this Agreement.

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 spirit of this Agreement; except for those positions which are necessarily exempted by bona fide occupational qualifications due to the uniqueness of the job, and in compliance with the existing laws of the United States, the State of Ohio, or Executive Orders of the State of Ohio.

Spouses shall neither supervise nor evaluate their spouse. The State may continue the practice of assigning spouses to different posts.

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

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

The Employer and the Union hereby state a mutual commitment to affirmative action, as regards job opportunities within the agency covered by the contract.

When possible, based on available vacancies, married members of the Highway Patrol will be assigned to adjoining posts. Otherwise, married members will be assigned to the closest post where an opening exists; and will have first opportunity to fill an opening at an adjoining post.

ARTICLE 8 - F.O.P. TIME

8.01 Labor Council Delegate and Officer Leave

A bank of eight hundred fifty (850) hours for each year of the Agreement of unpaid time off will be made available to Labor Council delegates and officers for Labor Council business at the discretion of the Labor Council. This unpaid leave may be used in conjunction with paid time such as compensatory time, personal leave and holiday compensatory time at the option of the specific delegate or officer. If such leave is used in conjunction with vacations, employees must give 21 days notice.

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

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

8.02 Associate Time

The Labor Council shall designate one Labor Council Chief Associate and four (4) associates for each division district. Each of the chief associates and associates shall be at a separate facility. The Labor Council shall designate one associate for general headquarters. Labor Council Associates are Union Stewards as that term is generally used. Associates 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 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 will perform his/her regularly assigned job duties.

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

Labor Council Associates 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 will notify his or her Post Commander of the necessity to leave their work assignment to carry out their duties in connection with this Agreement. Prior to conducting any activity under this section, Associates 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 their own and prior to engaging in any steward duties, the Associate shall report to the supervisor of the work area. He shall identify the nature of the activity he is to perform.

The Labor Council shall provide written notification to the Employer of the appointment of Associates prior to such appointment being effective. No appointment will be recognized until written notification is received by the Employer.

In addition to his or her other representation duties the district chief associate will coordinate representation at all the posts in the district. When an associate is not available at the immediate post 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.
4. If representation must be rendered by an associate at a facility at which no associate is regularly assigned as an employee, travel to and from that facility shall not be on paid time. Such representation shall not be conducted during the associate's regularly scheduled hours. Pay, if any, shall be at straight time rates and only for time engaged in actual representation.

The chief associate will perform his/her duties by telephone at times that do not interfere with normal patrol duties. 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 associates. Such travel shall be coordinated with the Employer and shall be of reasonable duration.

8.03 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.

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

No more than one (1) bargaining unit member may receive leave without pay to attend the funeral of State Highway Patrol Sergeants or State Police Sergeants killed in the line of duty. Such permission will not be unreasonably denied. For funerals in adjoining states, the officers attending may drive a marked cruiser but no expenses associated with such leave will be paid by the Employer.

8.05 Negotiating Committee

The Labor Council Bargaining Committee shall consist of three (3) 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 and sixty (160) hours for each employee involved in the negotiations process. The Labor Council Bargaining Team will each receive one eight (8) hour day with 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.

8.06 Meetings and Facilities

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

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 Sergeant (Classification Number 26712) 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 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

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

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

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

The Labor Council's use of the mail systems involved shall not include the U.S. mail. Further, the Labor Council's use of commercial delivery services will be limited to such services as are specifically contracted by the Division, and only if such service does not charge for delivery by piece or poundage. The Labor Council's use of these facilities and services shall be the responsibility of its responsible officer or of that person's designee.

ARTICLE 13 - RIDING WITH HIGHWAY PATROL SERGEANTS

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

ARTICLE 14 - OHIO TROOPERS COALITION MAGAZINE

If and when Highway Patrol Sergeants are admitted to membership in the Ohio Troopers' Coalition (O.T.C), then members of the bargaining unit who participate in the publication of the O.T.C. magazine will be permitted to obtain information and take photographs for magazine articles from and with other members of the Highway Patrol 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 Sergeant'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 three (3) 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 semi-annually or more often if mutually agreed to, 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 requiring 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 engage in unsafe practices in violation of applicable federal, state, local or departmental safety laws or regulations.

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

16.06 Safety Rules

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

16.07 Committee

This bargaining unit shall have one (1) representative on the Division's health and safety committee. The committee will be co-chaired by representatives of the Labor Council and the appropriate administrator.

16.08 Committee Responsibility

The committee's general responsibility will be to provide recommendations for a safe and healthful workplace by recognizing hazards and recommending abatement of hazards and education programs. The committee shall:

- a. Meet on a definitely established schedule, but in no case less frequently than once a quarter;
- b. Make periodic inspections to detect, evaluate, and offer recommendations for control of potential health and safety hazards

to the appropriate administrator;

- c. Promote health and safety education;
- d. Appoint members of the committee to accompany inspections, investigations, or other established Department safety functions;
- e. Keep and review minutes of all committee meetings;
- f. The committee should operate and establish its rules consistent with the above principles.

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

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.

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

17.02 Number of Personnel Files and Documents

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

17.03 Inaccuracies in Documents Contained in Personnel Files

If a bargaining unit member has reason to believe that there are inaccuracies in documents contained in the personnel file, the member may write a memorandum to the Superintendent explaining the alleged inaccuracy. If the Superintendent or designee concurs with the member's contentions, the Superintendent or designee may either remove the document or attach the member's memorandum to the document in the file and note thereon the Superintendent or designee's concurrence with the contents of the memorandum. If the Superintendent or designee does not concur, he/she will attach the member's memorandum to the document.

17.04 Copies of Material in Personnel Files

Any member, or a representative granted permission in writing by a member, may obtain a copy of material contained in his/her personnel files except the material excluded in Section .01 of this Article 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. This section 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.

It is understood that sergeants may be required to conduct

internal investigations of other employees.

18.02 Bargaining Unit Member Rights

(1) When an employee is to be interviewed or questioned concerning a complaint or allegation of misconduct, the employee will be informed of, prior to the interview, the nature of the investigation and whether the employee is the subject of the investigation or a witness in the investigation. If the employee is the subject of investigation, the employee will also be informed of the specifics of each complaint or allegation against him/her.

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

(3) Prior to an interview or questioning which might reasonably lead to disciplinary action, the employee shall be advised of his/her rights to union representation and if the employee so requests, the union representative shall be provided before the interview and investigation proceeds. This right of representation shall apply except for unusual situations in which the interview or questioning must take place immediately, no interview or questioning will occur until the employee has a reasonable opportunity to secure such representation. The first available Ohio Labor Council representative will serve as the employee's representative. This right does not extend to performance evaluation interviews or meetings the purpose of which is solely to inform the employee of intended disciplinary action. The role of the Labor Council representative at such interview or questioning will be to serve as the employee's representative.

(4) An employee who is to be interviewed, questioned, or tested concerning the employee's performance or fitness for office shall be informed that the interview, questioning or test is part 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 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.

18.06 Notification of Disciplinary Action

When an internal investigation leads to disciplinary action, the procedures for notification to the employee contained in Article 19 shall be followed.

18.07 No Disciplinary Action Taken

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

18.08 Disciplinary Action

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

18.09 Off-Duty Status

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

18.10 Anonymous Complaints

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

ARTICLE 19 - DISCIPLINARY PROCEDURE

19.01 Standard

No bargaining unit member shall be reduced in pay or position,

suspended, or removed except for just cause.

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

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

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

The employee has the right to have a representative of his/her choice present at the meeting. The employee or his/her representative and the Employer's representative have the right to cross-examine any witnesses at the meeting or have voluntary witnesses present at the meeting to offer testimony provided, however, that the Employer maintains the right to limit the witnesses' testimony to matters relevant to the proposed suspension

or termination and to limit redundant testimony. The Employer shall first present the reasons for the proposed disciplinary action. The employee may, but is not required to, give testimony.

After having considered all evidence and testimony presented at the meeting, the meeting officer shall, within ten (10) working days of the conclusion of the meeting, submit a written recommendation to the Employer and the employee involved.

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

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

The employee shall be notified by the Employer for final disposition 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 reduction in pay and/or position. Grievances concerning suspension, removals, or reduction in pay and/or position shall be initiated at the third step of the grievance procedure.

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

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

20.03 Prohibitions

The Labor Council shall not attempt to process as grievances matters which do not constitute an alleged violation of this Agreement. Initial probationary employees shall not have access to the disciplinary grievance procedure.

20.04 Specific Provision

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

20.05 Grievant

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

When a group of bargaining unit members desires to file a grievance involving an alleged violation which affects more than one member in the same manner, the grievance may be filed by the Fraternal Order of Police, Ohio Labor Council, Inc. provided that at least one member so affected signs the grievance. Grievances so initiated shall be designated Class Grievances. The title on the grievance shall bear the name of the one affected member plus the designation "et al". Class Grievances shall be filed within fourteen (14) days of the date on which any of the like affected grievants knew or reasonably could have had knowledge of the event giving rise to the Class Grievance. Class Grievances shall be initiated directly at the third step of the grievance procedure.

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 in regard to that issue 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:

Step 1: 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 Step 1 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 2 - Next Level Supervisor or Designee

A grievant who is not satisfied with the response of the supervisor at Step 1, may request a Step 2 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 at Step 1 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 the remedy sought. The next level supervisor or designee shall indicate the date and time of his/her receipt of the form. Within five (5) days of the next level supervisor's or designee's receipt of the written grievance, he/she shall schedule a meeting with the grievant to discuss the grievance. A Labor Council representative shall attend this meeting. He/she may represent the grievant if requested to do so by that person. The next level supervisor or designee shall respond to this grievance by writing his/her answer on the grievance form and returning a copy to the grievant and a copy to the Fraternal Order of Police, Ohio Labor Council, Inc. within nine (9) days of the meeting required above. Insofar as practicable, Step 2 meetings will ordinarily be held at the worksite of the grievant.

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 meeting 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. Permanent Umpire

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 a permanent umpire. The 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.

If the parties are unable to agree on a permanent umpire, a list of seven (7) names will be solicited from the Federal Mediation and Conciliation Service. Each party may reject one of the lists provided by F.M.C.S.

When the parties finally have a list, they shall alternately strike names from that list. A flip of the coin shall determine the party to strike the first name from the list. The last name on

the list shall be the permanent umpire.

Should the parties be unable to agree on any of the other details of the arbitration process, all unresolved questions shall jointly be submitted to the umpire for resolution, whose decision will be binding on the parties.

Rules applicable to this Article shall be based, insofar 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, but in any event, no later than thirty (30) days after the conclusion of the hearing unless the parties agree otherwise. The umpire shall submit an account for the fees and expenses of arbitration. The umpire's decision shall be submitted in writing and shall set forth the findings and conclusions with respect to the issues submitted to arbitration.

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

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

5. Limitations of the Umpire

Only disputes involving the interpretation, application or alleged violation of a provision of this Agreement shall be subject to arbitration.

The umpire shall have no power to add to, subtract from or modify any of the terms of this Agreement, nor shall the umpire impose on either party a limitation or obligation not specifically required by the language of this Agreement.

6. Subpoena

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

b. When the umpire determines that so many employees from the same facility have been subpoenaed that it would impede the ability of the Employer to carry out its mission, or inhibit the Employer's ability to conduct an efficient operation, he/she shall make arrangements to take the desired testimony in such manner as will not cause these problems.

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

7. Discovery

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

8. Issues

Prior to the start of an arbitration under this Article, the Employer and the 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.

20.09 Disciplinary Grievances

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

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

3. Disciplinary grievances shall be submitted to arbitration by written notice to the Director of the Office of Collective Bargaining within fifteen (15) days of receipt of the Step 4 decision. The parties may mutually agree to submit disciplinary grievances to expedited arbitration.

4. Disciplinary arbitration hearings will be conducted as all other arbitrations except that at the conclusion of the hearing, the umpire may issue a bench ruling sustaining or denying the

grievance or modifying the discipline imposed or issue a short written decision within five (5) days of the close of the hearing. If a written decision is issued, it shall include only a statement of: (1) the granting of the grievance, or (2) a denial of the grievance or (3) a modification of the discipline imposed, and a short explanation of the reasoning leading to the decision.

20.10 Expedited Disciplinary Arbitration Procedure

1. This expedited disciplinary arbitration procedure shall apply to disciplinary grievances by mutual agreement.

2. Termination/removal cases may be held pursuant to this procedure by mutual agreement.

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

4. If witnesses are used to present facts, no more than two (2) per side may be called except by mutual agreement. The parties may call rebuttal witnesses. If there is a dispute regarding the appearance of witnesses, it shall be resolved by the permanent umpire.

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

6. No briefs shall be used.

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

Such decision shall include the rationale for the award and the award itself.

20.11 Representation

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

representatives have input which may be beneficial in attempting to bring resolution to the grievance.

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 Agreement.

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

20.12 Miscellaneous

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

Approved leave with pay shall constitute an automatic time extension to the grievant with respect to such days. In the absence of such mutual extensions, the grievance will, at any step where response is not forthcoming within the specified time limits, automatically be considered submitted to the next successive step in the grievance procedure. Should the grievant or Fraternal Order of Police, Ohio Labor Council, Inc. fail to comply with the time limits specified herein, the grievance will be considered to have been resolved in favor of the position of the Employer and that decision will be final.

Except as provided above, grievances must be processed by the Employer whether or not grievants or representatives attend the meetings provided for in this Article in accordance with the time limits set out herein.

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

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

ARTICLE 21 - WORK RULES

21.01 Copies of Work Rules

The Employer agrees that existing work rules and directives shall be reduced to writing and be made available to affected employees at each work location. To the extent possible, new work rules and directives shall be provided to the 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 sergeants 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 of this bargaining unit. 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 23 - 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.

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

If the Highway Patrol chooses to assign departmental vehicles to any patrol personnel for use in performing their duties, then it shall assign a patrol motor vehicle to each sergeant in field and plain clothes jobs. 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.

No employee will lose the opportunity to drive a patrol motor vehicle to and from his or her residence as a result of the location of his/her 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 patrol motor vehicle to and from his or her residence when one or the other spouse involved has been transferred or is assigned to another patrol car.

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

25.03 Uniforms and Dry Cleaning

The Employer shall issue uniform clothing adequate for the protection of sergeants.

The Employer shall pay all reasonable charges for dry cleaning of assigned uniform clothing. Issued shoes 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. At the time of initial assignment, the sergeant shall receive one (1) top coat and two (2) pair of dress shoes. Top coats shall be reissued as needed.

25.04 Hats and Blouses

Sergeants will not be required to wear hats while in cruisers. Between November 15 and March 15 of each year, sergeants will be allowed to wear blouses, as long as blouses continue to be issued as part of the uniform.

25.05 Retirement Weapon

Sergeants shall be given an opportunity to purchase their service weapon (uniform issue sidearm) at the lower of wholesale or trade-in value upon their retirement by age and service or disability.

25.06 Second Weapon

Sergeants may carry a second weapon on duty with prior approval by the Employer. The sergeant must qualify with the weapon in compliance with departmental procedures. The types and calibers of acceptable weapons will be decided by the Employer. The sergeant shall be responsible for providing and maintaining his/her second weapon.

25.07 Shoulder Holsters

Sergeants may wear a shoulder holster, provided 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.

ARTICLE 26 - HOURS OF WORK, WORK SCHEDULES AND OVERTIME

26.01 Permanent Shifts

Permanent shifts shall be established for all facilities working in a continuous operation. Shift assignments shall 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. The parties understand the "fill-in" or "relief" shift (or shifts) is a permanent shift for the purpose of this article. Shift assignments will be bid in three (3) month scheduling blocks. Shifts shall be bid between 30 and 20 days prior to the beginning of the March 1 and September 1 dates mentioned above.

Beginning with the first "bid" period following the implementation of this agreement, the senior-most employee at the facility will get first choice of three month scheduling blocks two times for every one first choice of all other employees assigned at the facility. For each group of five blocks (at four sergeant posts) or four blocks (at three sergeant posts), the senior most employee has the right to determine for which two blocks he/she exercises his/her seniority rights. The three remaining blocks (at four sergeant posts) or two remaining blocks (at three sergeant posts) shall be bid, in order of descending seniority, until the remaining sergeants at the facility each get first choice of one (1) three month block.

If a personnel change is made during the course of the above "bid" rotation (four "blocks" at a three-sergeant post and five "blocks" at a four sergeant post), the incoming employee(s) shall assume the position of the departing employee(s) on the seniority list for shift bidding purposes until the full rotation is complete.

At any facility where each and every bargaining unit member is in agreement, the above permanent shift provisions may be waived. Alternative shift assignments may be made in these locations as determined by the facility administrator, based upon operational needs, sound management practices, and input from bargaining unit members.

26.02 Work Week

The normal work week shall be forty (40) hours.

26.03 Split Shifts

Members of the bargaining unit will not be required to work

split shifts, except in local emergency situations.

26.04 Meal Breaks

Sergeants assigned to field posts and sergeants assigned as Investigators shall receive a paid meal break, not to exceed one-half hour, during each tour of duty. Sergeants shall be subject to emergency calls during meal breaks. Sergeants assigned to all other positions shall continue to receive meal breaks in accordance with current practice in effect at the time of the signing of this Agreement.

26.05 Double Backs

At any time when the starting times of shifts worked by a sergeant are less than twenty (20) hours apart, the sergeant will receive one and one-half (1-1/2) times his or her hourly rate of pay, including premium pay for the second shift worked, except in local emergency situations. A shift worked following a report-back will not be considered a double back.

26.06 Report-Back Pay

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

B. When a member reports back, he or she shall be paid a minimum of four (4) hours pay at his or 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 that has been scheduled by a post commander during the shift selection process set out in this article.

The Employer will not change a members' shift starting time to avoid payment of report back pay without the members' consent.

26.07 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 mandatory overtime as needed.

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

2. An employee may elect to take compensatory time off in lieu of cash overtime payment of hours in an active pay status more than forty (40) hours in any calendar week. Such compensatory time shall be granted on a time and one-half (1.5) basis.

3. The maximum accrual of compensatory time shall be two hundred forty (240) hours for bargaining unit members.

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

5. Upon termination of employment, a bargaining unit member shall be paid for unused compensatory time at a rate which is the higher of:

- a. The final regular rate of the member, or
- b. The average regular rate received by the employee during the last three years of employment.

26.08 Active-Pay Status

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

26.09 Requests for Compensatory Time Off

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

26.10 Granting of Compensatory Time Off

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

26.11 Overtime Opportunities

At each facility, the Employer shall rotate and equalize scheduled overtime among qualified employees. Such equalization should be complete within the July 1 - June 30 fiscal year. For the purposes of this Article, "equalization" shall be satisfied when employees are within ten (10) hours of each other. Those employees who are not equalized shall receive pay at the overtime rate. All overtime offered but refused will be credited for purposes of equalization of overtime.

The Division's current policies on equalization of overtime for employees subject to equalization shall apply to bargaining unit members.

The Employer shall offer assignments at the Ohio State Fair detail to qualified employees on the basis of seniority, at the District level. No employee shall work the assignment until every other employee in the assignment opportunity group shall have had the opportunity to work the assignment. The Employer reserves up to ten (10) State Fair slots for bargaining unit members assigned to the Academy. Boy's/Girl's State opportunities shall be equalized with State Fair opportunities, but the Employer retains complete discretion to select sergeants for these assignments. Overtime for Radar Enforcement Training shall be equalized among qualified Radar Instructor Sergeants on a statewide basis. Sergeants who receive overtime opportunities for radar instruction shall not be eligible for State Fair or Boys' State/Girls' State overtime during that year.

26.12 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 be paid from the time they leave their residence until the time they return to their residence.

26.13 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 or her regular rate of pay for all hours that he or she is actually on standby.

For purposes of this Article, a sergeant is on standby when he/she is assigned by his/her superior to be restricted to his/her residence on a work-ready status. The sergeant on standby status is subject to discipline if not immediately available for work.

26.14 Pyramiding of Overtime

There shall be no pyramiding of overtime.

26.15 Specialty Exemptions

Bargaining unit members assigned to the Executive Protection Command shall be exempt from Sections 26.01, 26.04, 26.05, and 26.06 of this Article. The provision of Section 26.07(2) shall be modified for these employees so that the choice of whether to take overtime pay or compensatory time shall be at the discretion of the Employer. The provisions of Section 26.07(3) shall be modified for these employees so that the maximum accrual of compensatory time hours that they may accumulate shall be four hundred eighty (480). Upon leaving the Executive Protection Command, the member may continue to carry a compensatory time balance in excess of the maximum accrual allowed by Section 26.07 (3).

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 may trade scheduled work days. Approval for such shift trade shall not be unreasonably denied by the Post Commander or equivalent supervisor.

ARTICLE 30 - TRANSFERS/PAYMENT FOR MOVING EXPENSES

30.01 Transfers

The Office of Personnel shall maintain an "active transfer file" for both field and non-field positions. The purpose of this file is to allow incumbent bargaining unit members a method of expressing their desire to be transferred from their current assignment to other assignments within the Division.

There shall be no involuntary transfers except as provided by this Article.

30.02 Field Position Transfers

When sergeant vacancies are created in field positions for any reason, the employer shall fill the vacancy in accordance with the procedures contained in this Article. When the Employer determines that a vacancy in a field position exists, the position will be posted at all Highway Patrol facilities for a period of seven (7) calendar days. All sergeants shall have the right to bid on the vacancy. Selection of the person to fill the vacancy shall be based on seniority.

Thereafter, the Employer may fill any new field position vacancy created by this initial transfer by surveying the "active transfer file" to determine if any incumbent is interested in filling the position. This transfer, and all subsequent field transfers created by it, shall be based on seniority.

If no bid is received and the Employer determines the position must be filled by transfer, the most junior field sergeant may be transferred.

30.03 Non-Field Transfers

For the purpose of this Agreement, a "Non-Field" position is defined as any sergeant's position other than those assigned to one of the fifty-seven (57) Patrol Post installations located throughout the state that work in a continuous (round the clock) operation. A District Headquarters position is not considered a "Field" position.

When the Employer determines that a vacancy in a non-field position shall be filled by transfer, the position will be posted at all Highway Patrol facilities for a period of seven (7) calendar days. The posting will include the specific qualifications and criteria required of the position. Any sergeant who meets the specific qualifications and criteria may bid for the position. The Employer retains the right to determine and select the most qualified from among the bidders. If all qualifications and criteria are determined to be equal, seniority shall be considered for selection to the position.

If the above transfer results in a vacancy in another non-field position, the Employer shall survey the "active transfer file", to determine if any incumbent is interested in filling the position. If so, the Employer may select from the most qualified of the members with active transfers in file. If all qualifications and criteria are determined to be equal, seniority shall be considered for selection to the position. If this process fails to fill the position, the Employer shall post the vacancy as noted above if the decision is made to fill the position by transfer.

If the above transfer(s) results in a vacancy in a field position, the Employer may fill any new field position vacancy created by this initial transfer in accordance with Section 30.02 above.

The Employer may involuntarily reassign sergeants in non-field positions to a field or other non-field position for just cause. Any transfer initiated by the Employer for this purpose shall not result in the transferred employee having to relocate.

The Employer agrees to establish specific qualifications and criteria for the selection of sergeants to non-field positions. Where specialized training is required to meet the criteria for these non-field positions, the opportunity for training, if offered or paid for by the Employer, will be posted at all Highway Patrol facilities for a period of seven (7) calendar days. The specific qualifications and criteria for selection will be included in the posting.

Any sergeant who meets the specific qualifications and criteria for the training opportunity shall have a right to bid for the training. Selection of the person to receive the training will be based on seniority from among those bidders who meet the qualification and criteria requirements.

30.04 Exceptions

If the Employer decides to fill a position in one of the areas listed below by transfer, the Employer retains the right to transfer members of the bargaining unit into the Executive Protection Command, the Inspection and Standards Section, the Highway Patrol Academy, the Personnel Office, and the position of Administrative Assistant to the Superintendent without utilizing the provisions of this Article. The Employer shall not transfer a member into any of these areas without the consent of the member.

Involuntary transfers out of the above listed sections or

positions may be made by the employer. A sergeant involuntarily transferred from one of these sections may be transferred into another of these sections or into other positions, without utilizing the provisions of this Article. He/she may also be involuntarily transferred into one of the positions listed on his/her transfer requests in the "active transfer file" in accordance with Section 30.02 or .03 above, if he/she is the senior employee seeking the assignment. The Employer may require such an employee to complete a transfer request (listing five (5) potential transfer choices) for his/her file.

Any transfer initiated by the Employer for this purpose shall not result in the transferred employee having to relocate, unless the relocation is the result of the affected employees transfer request.

30.05 Minimum Assignment

The Employer maintains the right to deny any transfer requested by a sergeant who has been assigned to a position for less than eighteen (18) months.

30.06 Moving Expenses

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

Moving expenses will not be granted when the transfer is at the request of the individual.

30.07 Temporary Living Expenses

An employee shall be entitled to reimbursement for meals and lodging for up to 20 working days, as provided by procedures of the Department of Administrative Services, following a transfer initiated by the Employer.

30.08 Moving Time

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

ARTICLE 31 - RESIDENCY

31.01 Requirements

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

Members of the bargaining unit 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 who were assigned to work locations prior to the effective date of the

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

ARTICLE 32 - TEMPORARY WORKING LEVEL 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 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 level position, or b) a rate of pay at least five (5) percent above his/her current step rate of compensation. The pay adjustment shall in no way affect any other pay supplement which shall be calculated using the employee's normal classification salary base. The employee shall receive the pay adjustment for the duration of the temporary assignment. A position filled in this manner for more than three (3) months shall be posted as a vacancy unless the vacancy is caused by a long term illness from which the employee is expected to return.

ARTICLE 33 - SMOKING POLICY

The parties acknowledge that the Employer has authority to make reasonable rules regulating smoking. In no event, shall such regulations impede the following:

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

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

3. The Agency will provide educational programs to assist employees in maintaining compliance with this Article. All potential employees affected by this Article will be made aware of these 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.

In any event, nothing in this Article may be used to supersede provisions of another collective bargaining agreement.

35.02 Guidelines

The Labor Council will be notified in writing of the targeted classifications/positions involved in the layoff. Bargaining unit seniority as defined in Article 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 employee within the same like classification or;
- b. Bump the least senior within the same like classification series or;
- c. Be laid off and await recall to the district where the layoff occurred.

35.04 Recall

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

Any employee who must move to fill a position for any reason set forth in this Article shall not be entitled to reimbursement for any expenses resulting from the move pursuant to Article 35.

All layoff, job abolishment and displacement appeals shall be filed directly at Step 4 of the grievance procedure.

ARTICLE 36 - SENIORITY

36.01 Definition

A bargaining unit member's seniority date shall be the most recent date the member was commissioned as a Highway Patrol Sergeant.

36.02 Identical Commission Dates

When two (2) or more sergeants have the same seniority dates, the most senior shall be determined by the total length of uninterrupted employment as a sworn officer within the Division of the Ohio State Highway Patrol. 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 Division.
2. Retires, unless the employee later returns from a disability retirement.
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

In addition to the basic training provided at the Academy, advanced, specialized or individual training may be provided as needed.

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

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

Staying or sleeping overnight at a particular location during a training program shall not give rise to the accumulation of overtime. Travel time to and from training programs shall be considered as on-duty hours and compensated appropriately.

37.02

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

The Employer will reimburse members of the bargaining unit up to one hundred percent (100%) 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 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.

2. 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.

3. 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.

4. 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.

5. Employees will be reimbursed as follows:

Undergraduate Courses

| Grade | Per Semester Hour | Per Quarter Hour |
|--------------|---------------------|---------------------|
| 3.5 or above | 100% (\$90 maximum) | 100% (\$60 maximum) |
| 2.5 to 3.5 | 80% (\$70 maximum) | 80% (\$50 maximum) |
| 2.0 to 2.5 | 60% (\$60 maximum) | 60% (\$40 maximum) |

Graduate Level Courses

| Grade | Per Semester Hour | Per Quarter Hour |
|--------------|----------------------|---------------------|
| 3.5 or above | 100% (\$145 maximum) | 100% (\$90 maximum) |
| 2.5 to 3.5 | 80% (\$110 maximum) | 80% (\$70 maximum) |

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.

37.03 Secondary Education Benefits for Dependent Children

Pursuant to section 3333.26 of the Ohio Revised Code, any resident of this State who is under twenty six (26) years of age, or under thirty (30) years of age if he or she has been honorably discharged from the armed services of the United States, and who is the child of an Ohio Highway Patrol Sergeant, killed in the line of duty, and who is admitted to any State university or college, shall not be required to pay any tuition or any student fee for up to four academic years of education, which shall be at the undergraduate level.

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 Worker's Compensation

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

38.02 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. 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 or 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.

39.03 Panel of Physicians

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

39.04 Treatment

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

ARTICLE 40 - PHYSICAL FITNESS AND WELLNESS POLICY

40.01 Purpose

The Employer and the Ohio Labor Council, Inc. recognize the need for members of the bargaining unit to be in good physical condition. The parties agree the proper approach to overall wellness must have primary emphasis on the maintenance of good health of the employees, but must also provide a systematic standard for progressive discipline if physical fitness is not maintained.

40.02 Health and Physical Fitness

The Employer's "Health and Physical Fitness Program," (HPFP) File 00-9-500.27, effective June 1, 1988, shall be the program by which overall wellness will be maintained.

40.03 Progressive Discipline

For all bargaining unit members continuously employed by the Division as sworn officers, with a commission date prior to 11/13/89, the maximum progressive disciplinary action shall be a five (5) day suspension.

For all bargaining unit employees commissioned as a sworn officer in the Division on or after November 13, 1989, the disciplinary progression outlined in the program will be followed.

Bargaining unit members in the discipline track for any of the phases of the program shall not be eligible for scheduled overtime or special off duty assignments until he/she is retested and found

to have made sufficient progress toward his/her goal.

40.04 Deferrals

There shall be no permanent medical deferrals from the program for sergeants. A sergeant 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.

40.05 Health and Fitness Incentive Pay

Bargaining unit members 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.

40.06 Health Care Facilities

Upon the effective date of this Agreement, the Employer will no longer provide fitness facility memberships for members of the bargaining unit. Bargaining unit members shall continue to have access to fitness facilities at the Highway Patrol Training Academy in accordance with policies established by the Employer.

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

41.12 Job Security

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

41.13 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 \$50;
- (2) prescription eye glasses up to \$100 and only to the extent that such replacement is not covered by the state's optical plan, and/or workers' compensation. This may include up to one pair of prescription sunglasses.

ARTICLE 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 |
| 20 | years or more | 7.7 hours | 200 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 has been denied vacation during the past twelve (12) months, the employee will be paid for the time denied.

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

43.03 Eligible Employees

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

43.04 Vacation Leave

Vacation leave shall be taken only at times mutually agreed to by the Employer and the employee. The Employer may 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 forty (40) days and no less than thirty (30) 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. Timeoff 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.

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 paid leave of an employee, the employee shall draw normal pay and shall not be charged for leave 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 year or by June 30th, of the following year if the work occurred in the second half of the year. Holiday Compensatory Time not used by these dates shall be compensated.

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

ARTICLE 45 - PERSONAL LEAVE

45.01 Eligibility for Personal Leave

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

45.02 Personal Leave Accrual

All employees shall accrue personal leave at the rate of one and twenty-three hundredths (1.23) hours for each eighty (80) hours in active pay status, excluding overtime hours, not to exceed a total of thirty-two (32) hours accrued in one year.

45.03 Charge of Personal Leave

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

45.04 Uses of Personal Leave

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

Employees may use personal leave for the following reasons:

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

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

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

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

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

(6) Weddings of members of the immediate family.

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

(8) Any other matter of a personal nature.

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 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 ratification of this contract. 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 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 shall entitle an employee to 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 was 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.

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

ARTICLE 47 - DISABILITY LEAVE

47.01 Eligibility

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

(1) 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 fourteen (14) consecutive calendar days. The waiting period shall commence the day after the occurrence of the disabling illness, injury, or condition.

47.03 Standard

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

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

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

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

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

47.04 Return to Work

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

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

47.05 Length of Disability

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

47.06 Subsequent Disability

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

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

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

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

eligible to receive disability leave benefits.

47.07 Application for Disability Leave Benefits

1. Filing a Claim

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

2. Documentation

It shall be the employee's responsibility to provide 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 be disqualified from receiving disability leave benefits, in accordance with Paragraph 47.09 of the Article.

6. Address Change

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

47.08 Conditions Precluding Receipt of Disability Leave Benefits

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

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

a. In the case of any injury or illness which may be covered by the Bureau of Workers' Compensation, an employee may receive, up to one hundred 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 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 or her disability claim;
5. Does not consult a state licensed practitioner for necessary medical care pursuant to Section 47.07(5) of this Article; or
6. Does not notify the Superintendent of a change of address pursuant to Section 47.07(6) of this Article.

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

47.10 Payment of Disability Leave Benefits

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

1. Accrual of Service Credit

An employee receiving disability leave benefits shall continue to accrue service credit for purposes of determination of vacation benefits, annual step increases, longevity and retirement benefits. Vacation leave benefits shall not accrue while an employee is receiving disability leave benefits. The period during which an employee is receiving disability benefits shall not count toward an employee's probationary period.

2. Payment of Retirement System Contributions

For the first three (3) months of disability leave, the employee shall be responsible for paying the employee's share of

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

3. Payment of Insurance Premiums

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

4. Supplementation of Benefits

An employee receiving disability leave benefits may indicate to his or her Employer his or her desire to supplement the disability leave benefits by using accumulated sick leave, personal leave, and vacation leave balances. Such supplementation shall have an effective date as of the date the employee requests the supplementation.

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

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

5. Payment of Costs

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

47.11 Appeal of a Denial

If a request for disability leave benefits is denied, the employee shall be informed of the denial in writing. The employee may then file, in writing and within thirty (30) days of the notice of the denial, a request for an appeal of the denial with the Director 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 selection of a third party shall be made within fifteen (15) days of the appeal, unless an extension is agreed to by the parties.

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

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

47.12 Disability Separation

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

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

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

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

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

47.13 Reinstatement Rights

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

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

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

47.14 Request for Reinstatement

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

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 at any reasonable time prior to or following childbirth. Such vacation leave may precede, be part of, or follow the period as defined in Section 47.21 of this Article.

ARTICLE 48 - SICK LEAVE

48.01 Definitions

As used in this Article,

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, 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 hours in a pay period in a state agency, and whose appointment is not for a limited period of time.

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

48.02 Sick Leave Accrual

All bargaining unit members accrue 3.1 hours of sick leave per pay period, not to exceed 80 hours in one year, for each 80 hours in active pay status, excluding overtime hours.

Less than full-time employees shall receive 3.1 hours of sick leave, not to exceed 80 hours in one year, for each 80 hours of completed service.

48.03 Notification for Use of Sick Leave and Notification for Extended Sick Leave

1) Notification

An employee who is unable to report for work, and who is not on a previously approved day of vacation, sick leave, or personal leave of absence, shall give reasonable notice to the Post Commander or equivalent supervisor. The notification must be made within one-half hour before the time the employee is scheduled to work, unless emergency conditions prevent notification.

2) Notification for extended sick leave

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

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

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

48.04 Sick Leave Uses, Evidence of Use, and Abuse

1) With the approval of the Post or Facility Commander, sick leave may be used by the employee for the following reasons:

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

employee.

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

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

(d) Death of a member of the employee's immediate family not covered by bereavement leave, if otherwise provided. Such usage shall be limited to a reasonable necessary time, not to exceed five days.

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

(f) Examination, including medical, psychological, dental, or optical examination, of a member of the employee's immediate family where the employee's presence is reasonably necessary.

2) Evidence of Use

Each post or facility commander may require an employee to furnish a satisfactory written, signed statement to justify the use of sick leave. If professional medical attention is required by the employee or member of the employee's immediate family, a certificate from a licensed physician, stating the nature of the condition may be required by the appointing authority to justify the use of sick leave. Falsification of either the signed statement or a physician's certificate shall be grounds for disciplinary action which may include dismissal.

3) Abuse

An employee who fails to comply with this Article shall not be allowed to use sick leave for time absent from work under such noncompliance. Application for use of sick leave with the intent to defraud shall be grounds for disciplinary action which may include dismissal.

48.05 Charge of Sick Leave

Sick leave used shall be charged in minimum units of one-half (1/2) hour. Employees shall be charged sick leave only for the days and hours for which they would have otherwise been regularly scheduled to work. Sick leave shall not exceed the amount of time an employee would have been scheduled to work in any pay period.

48.06 Compensation for Charged Sick Leave

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

48.07 Inadequate Sick Leave

If any disabling illness or injury continues past the time for which an employee has accumulated sick leave, the appointing authority may authorize a leave of absence without pay in accordance with Article 49 of this contract, or if the employee is

eligible, recommend disability leave benefits in accordance with Article 47 of this contract.

48.08 Conversion or Carry Forward of Sick Leave Credit at Year's End or upon Separation from State Service

Each year, prior to December 1, full-time employees may convert to cash at the rate of 50%, all or part of their sick leave balance which had been accrued within the preceding 12-month period.

Employees hired after July 1, 1986 who have had 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 either at years' end or upon separation from state service.

Employees that separate from state service for any reason may have all or part of any accrued sick leave hours converted to cash at the rate of 50% provided he/she has completed at least one year of state service prior to separation. If an employee dies, the converted sick leave shall be credited to his/her estate in accordance with Article 58.

An employee returning to state service, within ten (10) years of separation, after receipt of a lump sum payment for unused sick leave may buy back all or a portion of such leave from the Employer by returning the amount paid for the number of days to be restored.

If the employee that is returning to state service within ten (10) years had previously designated a percentage (%) or portion less than the total of his/her accumulated sick leave credit converted to cash then that percentage (%) or portion of the accumulated sick leave credit may be reinstated to the employee's sick leave credit upon the employee's reinstatement or re-employment to state service.

48.09 Transfer of Sick Leave Credits

An employee who transfers from one state agency to another shall be credited with the unused balance of the accumulated sick leave credit up to the maximum sick leave accumulation permitted in the public agency to which the employee transfers.

48.10 Denial of Sick Leave

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

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

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

49.05 Return to Service

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

49.06 Service Credit

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

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

49.07 Child Care

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

circumstances.

ARTICLE 50 - BEREAVEMENT LEAVE

If a Sergeant 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 hours, shall be remitted by a state employee to the payroll officer for transmittal to the Treasurer of State.

B. Employees appearing in a court or other official proceedings based on any action arising out of their employment during their off duty hours shall be guaranteed a minimum of 2.5 hours at their regular rate or their actual hours worked, whichever is greater. The Employer shall not change an employee's schedule or scheduled shift in order to avoid payment for court time incurred during off duty hours without the consent of the employee involved. Payment shall be made in cash or compensatory time at the discretion of the employee. Employees shall notify their immediate supervisor when they are required to appear in court.

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

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

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

ARTICLE 52 - MILITARY LEAVE

52.01 Definition of "Armed Services"

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

52.02 Military Leave With Pay

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

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

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

52.03 Military Leave Without Pay

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

1. Application for Reinstatement - Employees returning from

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

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

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

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

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

8. Discharge of Substitute Employee - When an employee who has been replaced by another employee while on military leave is restored to his/her position or office following discharge from military service, the substitute employee shall be subject to layoff procedures and other appropriate displacement procedures. Such layoff or discharge shall only require written notice to be given to the substitute 14 days prior to discharge or layoff. Such discharge or layoff shall not be appealable to any forum or subject to the grievance procedure. Such layoff or discharge shall not require adherence to the layoff procedures enumerated in Chapter 123:1-141 of the Administrative Code.

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

ARTICLE 53 - OLYMPIC COMPETITION LEAVE

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

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

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

ARTICLE 54 - LIFE INSURANCE

54.01 Amount

The Employer will provide group life insurance coverage at no cost for 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 or 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 (3) 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 costs will be paid by the employee on a payroll deduction basis. The available coverage will be at least two times the employee's salary.

ARTICLE 55 - GROUP HEALTH INSURANCE

The Employer shall provide health insurance in accordance with the procedures specified in the Ohio Revised Code 124.82 (A), (D) and (E).

The Employer shall contribute to the State's Comprehensive Health Insurance plan 88% of the premium per month per employee during the life of this Agreement so long as the employee remains eligible for that type of coverage, and elects to continue to

participate in the State plan.

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 addition to the state's comprehensive health insurance plan, the Employer may contract with various health maintenance organizations (HMO's) to offer health insurance, providing the HMO plan is comparable to the state's comprehensive plan. Employees may elect to enroll in an HMO during any open enrollment period. The Employer will review and approve a rate schedule for each participating HMO, based upon criteria established by the Employer. 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, 1989, except for the provision that in the case of two state employees who marry and who have leagally separate dependents, the employee who has coverage as a spouse may include as covered dependents, children not residing with the employee but for whom the employee is required by law to provide health insurance.

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 to monitor the operation of the state's health insurance plans, and to make recommendations for the improvement of the plans and cost containment procedures.

The Employer shall continue all dental and vision benefits in effect as of July 1, 1990.

The Employer shall put employee's 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.

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 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 continue to be paid in accordance with the following pay schedule:

| | <u>Step 1</u> | <u>Step 2</u> | <u>Step 3</u> | <u>Step 4</u> | <u>Step 5</u> | <u>Step 6</u> |
|--------|---------------|---------------|---------------|---------------|---------------|---------------|
| Hourly | \$13.76 | \$14.52 | \$15.31 | \$16.15 | \$17.05 | \$17.99 |
| Annual | \$28621 | \$30202 | \$31845 | \$33592 | \$35464 | \$37419 |

60.03 Pay Schedule - 7/1/91

Employees in the bargaining unit shall be paid in accordance with the following pay schedule, effective with the pay period which includes July 1, 1991. The effective increase for all pay range steps shall be four percent (4%).

| | <u>Step 1</u> | <u>Step 2</u> | <u>Step 3</u> | <u>Step 4</u> | <u>Step 5</u> | <u>Step 6</u> |
|--------|---------------|---------------|---------------|---------------|---------------|---------------|
| Hourly | \$14.31 | \$15.10 | \$15.92 | \$16.80 | \$17.73 | \$18.71 |
| Annual | \$29765 | \$31408 | \$33114 | \$34944 | \$36878 | \$38917 |

60.04 Probationary Step Movement

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

ARTICLE 61 - ERRONEOUS WAGE PAYMENTS

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

ARTICLE 62 - LONGEVITY PAY

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

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

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

ARTICLE 63 - SHIFT DIFFERENTIAL

Shift differential will be paid to Highway Patrol Sergeants by the Employer.

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.

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, holiday time off or compensatory time off. Authorized shift differential will be expressed as (flat rate) cents-per-hour. Effective with the pay period that includes March 1, 1991, the established rate shall be thirty-five (.35) cents per hour for second shift and fifty-five (.55) cents per hour for third shift. All fill-in shifts will receive the higher rate of shift differential for all hours worked.

ARTICLE 64 - HAZARD DUTY PAY

All sergeants will receive a special hazard salary adjustment of seven and one half percent (7 1/2%) of the minimum rate of the classification base pay for all hours worked.

ARTICLE 65 - TRAVEL PAY

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

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

Sergeants have the option of driving their personal cars to training programs.

Improvements in reimbursement rates by OBM shall be incorporated herein.

ARTICLE 66 - MISCELLANEOUS

66.01 Arrests

No Sergeants will be ordered to make arrests.

66.02 Receipt of Documents

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

66.03 Orders

An employee may request that an order be placed in writing as soon as possible and practicable. Supervisors shall not unreasonably 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 with 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 - DURATION

This Agreement shall be effective as of the date of the signing of the parties hereto and shall terminate at 11:59 p.m. on February 29, 1992.

The parties have caused this Agreement to be executed this 26th day of March, 1991.

The State of Ohio Office
of Collective Bargaining

Fraternal Order of Police
Ohio Labor Council, Inc.

Donald F. Wilson
Anton Naess
Charles Strick
Cor THOMAS W. Rice
Major Rollie K. Hartman
Capt. J. J. [unclear]
Capt. D. L. Anderson
[unclear]
[unclear]
[unclear]
[unclear]

[unclear]
W. David [unclear]
Robert L. [unclear]
[unclear]
David E. [unclear]
[unclear]
Edward J. [unclear]
[unclear]
[unclear]
[unclear]
[unclear]

APPENDIX A -LAYOFF JURISDICTIONS

District #1

Williams
Fulton
Lucas
Wood

Henry
Defiance
Paulding
Putnam

H a n c o c k
Hardin
Allen
Van Wert

District #2

Ottawa
Erie
Sandusky

Seneca
Huron
Richland

Crawford
Wyandot
Marion

District #3

Lorain
Medina
Summit

Stark
Wayne

Ashland
Holmes
Cuyahoga

District #4

Lake
Ashtabula
Geauga

Trumbull
Portage

Mahoning
Columbiana

District #5

Mercer
Auglaize
Shelby
Logan

Champaign
Miami
Darke

Preble
Montgomery
Clark

District #6

Union
Delaware
Morrow
Knox

Licking
Franklin
Madison

Pickaway
Fairfield
Perry

District #7

Coshocton
Tuscarawas
Carroll
Jefferson

Harrison
Belmont
Guernsey
Muskingum

Morgan
Noble
Monroe
Washington

District #8

Butler
Warren

Clinton
Highland

Clermont
Brown

Greene
Fayette

Hamilton

Adams

District #9

Ross
Hocking
Athens
Meigs

Vinton
Jackson
Pike

Scioto
Lawrence
Gallia

