



**THE STATE OF OHIO**

And



**OHIO**

**Ohio State Troopers  
Association, Inc.  
Unit 15**

**1997 - 2000**



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**ARTICLE 1 - AGREEMENT**

This Agreement is hereby made and entered into pursuant to the provisions of Chapter 4117 of the Ohio Revised Code by and between the State of Ohio, hereinafter referred to as “Employer” and the Ohio State Troopers Association, Inc., hereinafter referred to as the “Union”.

This Agreement is made for the purpose of promoting cooperation and harmonious labor relations among the Employer, employees of the bargaining unit, and the Union 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 Union. No verbal statements shall supersede any provisions of this Agreement.

Fringe benefits and other rights granted by the Ohio Revised Code, which are not specifically provided for or abridged by this Agreement, shall be determined by those applicable statutes, regulations, rules or directives. The parties agree that they will negotiate any changes to wages, hours and terms and conditions of employment, as may be required by law.

**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.

The Employer and the Union have the power and authority to enter into amendments of this Agreement during its term constituting an addition, deletion, substitution or modification of this Agreement. Any amendment providing for an addition, deletion, substitution or modification of this Agreement must be in writing and executed by the President or designee of the Union and the Director of the Department of Administrative Services or designee. Upon its execution,

such amendment shall supersede any existing provision of this Agreement in accordance with its terms and shall continue in full force and effect for the duration of this Agreement. All other provisions of this Agreement not affected by the amendment shall continue in full force and effect for the term of this Agreement.

#### **ARTICLE 4 - MANAGEMENT RIGHTS**

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

1. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
2. Direct, supervise, evaluate, or hire employees;
3. Maintain and improve the efficiency and effectiveness of governmental operations;
4. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
5. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
6. Determine the adequacy of the work force;
7. Determine the overall mission of the employer as a unit of government;
8. Effectively manage the work force;
9. Take actions to carry out the mission of the public employer as a governmental unit;
10. Determine the location and number of facilities;
11. Determine and manage its facilities, equipment, operations, programs and services;
12. Determine and promulgate the standards of quality and work performance to be maintained;
13. Take all necessary and specific action during emergency operations situations;
14. Determine the management organization; including selection, retention, and promotion to positions not within the scope of this Agreement.

## **ARTICLE 5 - UNION RECOGNITION AND SECURITY**

### **5.01 Bargaining Unit**

The Employer hereby recognizes the Ohio State Troopers Association, 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 April 24, 1997 (Case No. 96-REP-12-0260). This Agreement includes all permanently appointed Sergeants employed in the Department of Public 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 uniformed employees shall first be offered to uniformed employees. This Article shall apply to special duty or special assignments which result from requests by private individuals or groups for security or traffic control.

### **5.04 Representation**

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

## **ARTICLE 6 - NO STRIKE PROVISION**

The Union 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, veteran status 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 employee shall be directly supervised by a member of his/her immediate family. "Immediate family" is defined for the purpose of this Section to include: spouse or significant other ("significant other" as used in this Agreement is defined to mean one who stands in place of a spouse and who resides with the employee), child, step-child, grandchild, parent, step-parent, grandparent, great-grandparent, brother, sister, step-sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or legal guardian or other person who stands in the place of a parent.

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.

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.

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

The Employer may also undertake affirmative action, in the form of reasonable accommodation or other action, to fulfill or ensure compliance with the federal Americans with Disabilities Act of 1990 ("ADA"), and corresponding provisions of Chapter 4112 of the Ohio Revised Code, and such actions to fulfill or ensure compliance with the ADA and/or Chapter 4112 shall supersede any conflicting provisions of this Agreement.

## **ARTICLE 8 - OSTA TIME**

### **8.01 Delegate and Officer Leave**

A bank of three hundred (300) hours for each year of the Agreement of paid time off will be made available to Union officers for Union business at the discretion of the Union. The Union shall reimburse the Employer for the cost of the salary and Employer's share of the pension contribution for these three hundred (300) hours. Such reimbursement shall be made to Highway Patrol Operating Account, Fund 036. This leave may be used in conjunction with paid time such as compensatory time, personal leave at the option of the member. If such leave is used in conjunction with vacations, employees must give twenty-one (21) days notice. Any employee using paid time off shall receive his regular pay without loss of benefits, seniority or service credit.

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

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

Paid leave shall not be unreasonably denied.

### **8.02 Steward Time**

The Union shall designate one Chief steward and four (4) stewards for each district. Each of the chief stewards and stewards shall be at a separate facility. The Union shall designate one steward for general headquarters. Stewards shall be allowed a reasonable amount of time away from their regular duties to administer the Agreement at the facility where they work.

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

The Union shall provide written notification to the Employer of the appointment of stewards prior to such appointment being effective. No appointment will be recognized until written notification is received by the Employer. It is understood that the release of stewards or alternates is for contract administration purposes. Reasonable diligence will be exercised in performing their duties so that they do not interfere with the operational needs of the employer. The designated release employee described in section 8.03 will be allowed to represent employees from State Bargaining Unit 1.

Additionally, Union members who are delegates to the Union Conference (15 maximum) shall receive paid time off to attend said conference. The Union will notify the Employer of the names of those employees who may use this time two (2) months in advance of the event.

The chief steward may travel to train new stewards. Such travel shall be coordinated with the Employer and shall be of reasonable duration.

### **8.03 Paid/Reimbursed Release Time**

- A. The Union may designate one (1) member for release from their job duties at no loss of pay, seniority or other benefits. In addition the Union may designate officers who may utilize up to one hundred and sixty (160) hours of paid release time pursuant to this paragraph each year. Such time must be requested pursuant to paragraph 8.01. Each designated employee shall be available for calls during an emergency as that term is defined in Article 66 and shall be required to meet all requirements necessary for maintaining a position as an employee. Each such designated employee shall be permanently assigned to the post at which he/she served before being released from duties or any Patrol facility within the geographic boundaries of District six (6) and upon ceasing to have this designation shall be returned to permanent assignment at this post or a post within thirty (30) miles of his/her current residence, or another post otherwise mutually agreed upon.
- B. For the period July 1, 1997, through June 30, 1998, for the purpose of providing release time the vacation balance of each member of the Union within the bargaining unit shall be reduced by six (6) hours in the first pay period following the implementation of this agreement. This reduction shall be made from the regular accrual of vacation to which the employee would otherwise be entitled. In the event an employee's vacation hours are insufficient to accommodate such a deduction, the remaining deficit will be deducted from the employee's compensatory hours. If a deficit still remains the Employer will advance the deficit of that employee's contributions to be retrieved from earned vacation time the following year. The cumulative amount of this

deduction from the vacation/compensatory balances of Union members shall be used to provide the paid release time available in paragraph "A" above. As soon as practicable after June 30, 1998, the Employer will account for unused banked hours, and credit the cash value of those hours directly to the Union to be applied against the benefits and wage charges for release time for future use.

When all credit hours are used, the Union shall reimburse the Employer for the actual cost of the wages and benefits. Such reimbursement shall be made to Highway Patrol Operating Account, Fund 036.

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

1. The use of the release time available shall be upon the request of the Union. The employee shall only have to account for his/her use of this time to the Employer by appropriate notification or form. The designated employee shall receive holidays in the manner of employees assigned on a Monday through Friday schedule.
2. The designated employee shall notify the Employer of his/her whereabouts in such a manner that he/she shall be available by phone for emergency callback as provided above.

#### **8.04 Contact with Employees**

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

Union representatives or stewards 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 Facility Commander or equivalent supervisor. Such visitation privileges may include the purpose of explaining Union membership, services, or programs.

#### **8.05 Attendance at Funerals for Highway Patrol Sergeants Killed in the Line of Duty**

No more than one (1) bargaining unit member may receive leave with pay to attend the funeral of State Highway Patrol Sergeants, State Police Sergeants, or other Law Enforcement Officers 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.

#### **8.06 Negotiating Committee**

The Union Bargaining Committee shall consist of four (4) 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. Each member of the Union Bargaining Team will each receive five (5) eight (8) hour days 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 Union's bargaining team shall not use State vehicles for transportation to bargaining sessions.

#### **8.07 Meetings and Facilities and In-Service School Orientation**

- A. The use of conference rooms at Facility or Patrol posts by the Union 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 facility. The Union 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.
- B. The Union shall be given the opportunity to address each class of Highway Patrol Sergeants after the regular part of the training program. This presentation will not last longer than fifty (50) minutes at the end of the day and may be made only once per class on the day mutually agreed to in advance by the Union and the Ohio State Highway Patrol Academy. Advance notice shall be given to the Union of each in-service class and the syllabus shall show the Union's participation.

## **ARTICLE 9 - DUES DEDUCTIONS**

### **9.01 Deduction of Dues for the Ohio State Troopers Association**

The Employer agrees to deduct from the wages of any employee, who is a member of the Ohio State Troopers Association all OSTA membership dues uniformly required.

The Employer agrees to deduct from the wages of any Highway Patrol employee 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 Union will notify the Employer annually of 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 Union as a condition of continued employment, or remit to the Union a fair share fee in an amount set by the Union, 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 Union. Nothing in this section shall be construed to require any employee to become a member of the Union. Dues and fair share fees shall be paid by employees while on disability leave as provided in Article 47 and deducted from the benefits received.

### **9.03 Payment of Dues Deduction and Fair Share Fees**

The Union agrees to save the Employer harmless in the event of any legal controversy with regard to the application of this provision.

All dues and fair share fees collected shall be paid by the Employer once each month to the Ohio State Troopers Association. No fees will be charged for this deduction.

## **ARTICLE 10 - BALLOT BOXES AND ELECTIONS**

The Union shall be permitted, after providing prior notification to the Superintendent, to place ballot boxes at Highway Patrol facilities for the purposes of collecting members' ballots on either approval or disapproval of a fact finder's report, ratification of the Agreement, or election of officers and delegates of the exclusive bargaining agent as specified in Article 1 of this Agreement.

Ballot boxes will be under such supervision as deemed appropriate by the Union, 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 Union and the Employer will meet to establish the location of the ballot box at each facility.

## **ARTICLE 11 - UNION BULLETIN BOARDS**

The Highway Patrol shall provide a suitable bulletin board or an appropriate alternative space for the use of the Union 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 Union materials shall be restricted to such bulletin board space except that, in each work location where a bulletin board is not provided for the Union, 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 Union and Patrol representative prior to such posting.

The Union 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 Union representative and facility administrator shall be held responsible for maintaining the accuracy and ethical standards of any material posted pursuant to this Article. The Union 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 Union 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 Union in accordance with prescribed policies of the Employer. The Employer shall be held harmless for the deliveries stemming from such use. All such use 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 Union's use of the mail systems involved shall not include the U.S. mail or other commercial delivery services used by the State as part of or separate from such mail system(s). When feasible, and where equipment is available, Union officers, including stewards, may utilize electronic mail and/or facsimile equipment for contract enforcement, interpretation and grievance processing matters, except that electronic mail and/or facsimile equipment may not be utilized for filing grievances. Such transmissions will be primarily to expedite communication regarding such matters, will be reasonable with respect to time and volume, and limited to communications with the grievant, if any, appropriate supervisors and employee's Union representatives. Long distance charges which may be incurred must be approved prior to transmission.

### **ARTICLE 13 - RIDING WITH HIGHWAY PATROL SERGEANTS**

In accordance with Article 8, Union 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**

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

### **ARTICLE 15 - JOINT COMMITTEES**

#### **15.01 Labor/Management Committee**

It is the desire of the Employer and the Union to maintain the highest standards of safety and professionalism in the Highway Patrol. The Employer and the Union shall each appoint five (5) members to the Labor/Management Committee.

The committee will be co-chaired by representatives of the OSTA and the appropriate administrator. 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, and review health and safety issues in the workplace. This committee will meet up to six (6) times per year by call of either the Union or the Employer to 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.

#### **15.02 Mutual Concern**

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

#### **15.03 Compliance**

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

#### **15.04 Equipment**

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

#### **15.05 Unsafe Conditions**

All employees shall report promptly unsafe conditions to their facility commander or designee by use of an inter-office communication. Contemporaneously the bargaining unit member shall fax a copy of the inter-office communication to the Union. Employees shall not be disciplined for reporting these matters to these persons. The appropriate District/Section Commander or designee shall abate the problem or will report to the bargaining unit employee in five (5) days or less reasons why the problem cannot be abated in an expeditious manner.

#### **15.06 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/Section Commander or designee shall be notified and the equipment shall not be operated until the appropriate District/Section 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/Section Commander or designee shall be notified and said directive shall not be resumed unless the appropriate District/Section 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.

#### **15.07 Safety Rules**

The Employer retains the right to establish work safety and health rules. When such rules are established, the OSTA will be notified pursuant to Article 21.01.

#### **15.08 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 or Section 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.

#### **15.09 - Quality Service through Partnership**

##### **A. Commitment**

The Employer and the Union are mutually committed to continual improvement of quality of state provided services through a joint partnership involving union leaders and staff and the bargaining unit members they represent, agency directors and their agency management staff at all levels of their organizations. This partnership of union and management shall be known as the Quality Services through Partnership (QStP) program, and it shall be the primary quality improvement process utilized in this agreement. QStP will be jointly developed, implemented and monitored. It is recognized by the parties that QStP is a separate process from the normal collective bargaining and contract administration procedures. The purpose of the QStP program will be to establish a quality work culture and environment which allows for a collaboration of management and bargaining unit talents through use of the quality process and procedures to develop and deliver quality services through union and management teamwork and employee involvement and empowerment. As a result of their mutual commitment to improving quality services, no employee will lose employment solely as the result of his/her activities actions or recommendations generated under a QStP process.

##### **B. Scope of Activities**

No QStP or Problem Solving Team will have authority to discuss change, modify or infringe upon issues which are related to wages, hours and terms and conditions of employment. Whenever a matter covered by a collective bargaining agreement is raised in a QStP Quality Improvement Process Team (QIP) or Problem Solving Process Team (PSP), the matter shall be suspended until the members of the Statewide Steering Committee have expressly agreed to continued involvement in the matter by the QIP or PSP Team. The following represent general examples of items or issues which may or may not be worked on by QStP teams:

##### **Off Limit Activities**

Salaries  
Grievances  
Union Contract Interpretations  
Benefits  
Working Conditions  
Working Hours  
Classification  
Discipline

##### **Acceptable Activities**

Agency Quality Service or  
Agency Product  
Work Environment Safety  
Reductions in Paperwork  
Savings in Time, Effort or  
the Handling of Materials  
Improvement in Process,  
Methods or Systems  
Improvement in Facilities,  
Tools or Equipment

Elimination of Waste of  
Materials and Supplies  
Reductions in Hazards to  
People or Property

Whenever there is discussion over off limit activities as stated above, or other matters which are normally reserved to the collective bargaining process, no final decision or action shall be taken except through the grievance or collective bargaining process as agreed to by the parties.

**C. Steering Committees**

The Quality Services through Partnership Program will be directed by a Joint State Steering Committee composed of an equal number of management appointees and representatives of each of the unions representing State employees that choose to participate in the program. The parties may mutually agree to add members to the committee who represent outside interests (e.g. legislative representation, private sector, etc.). Each agency shall also have a Joint Agency Steering Committee. The number and composition of the committee will be determined by a consensus of the state steering committee membership. Each party shall determine its own representatives who will serve on the statewide, agency and other QStP Committees. Time spent on authorized QStP matters shall be considered time worked. Whenever possible, state and agency steering committee meetings will be held between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, and employees will have their regular schedule adjusted to coincide with these meetings.

Steering Committees at each level will have the responsibility for the development of plans and activities for the implementation of principles and processes described in Section 15.09 of this Article, as well as the review of plans developed by subordinate steering committees and the oversight of QStP activities within their jurisdiction. QStP issues and matters which are not resolved at the steering committee level may be referred to the next higher steering committee level for assistance and advice.

**D. Training**

Training for all managers, supervisors, employees and union leaders and staff in the concepts, skills and techniques of the QStP processes and procedures will be conducted at the Employer's expense. It is the intent of this Agreement that insofar as it is practical, bargaining unit leadership and their exempt counterparts (e.g. local union president and officers and Superintendent, Assistant Superintendent or other Senior Staff members will attend the same training). Whenever possible, the training in QStP matters will be presented by a joint union/management team, members of which will be designated by each party. The training will consist of the training offered or authorized through the State Office of Quality, as authorized by the Joint Steering Committee.

**E. Employment Security Assurances**

No bargaining unit member shall lose employment solely as the result of actions or recommendations from participation in a QStP QIP or PSP process. If jobs are changed, altered or eliminated, management shall attempt to find other suitable employment within the employee's office, institution or county, or geographical jurisdiction, in that order for those employees affected; and as necessary, their pay shall be set in accordance with Article 60. Employees shall not be subjected to loss of pay or layoff pending suitable placement under this Section.

**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 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 Department of Public Safety. 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 17.01 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. Section 17.05 applies to all disciplinary records whenever placed in the employee's personnel file.

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

## **ARTICLE 18 - ADMINISTRATIVE 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 administrative 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 administrative investigation, all investigative methods employed will be consistent with the law.

It is understood that sergeants may be required to conduct administrative 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 Union 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 Union 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 such tests are a part of an official administrative investigation or when there is probable cause to believe the employee may be unfit for duty. Such tests may be conducted in accordance with the provisions of the State of Ohio's Drug Free Workplace Program and the Federal Omnibus Transportation Safety Act.

#### **18.04 Random Drug Testing**

All employees covered by this Agreement shall be subject to random drug testing in accordance with Appendix B.

#### **18.05 Line-up**

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

#### **18.06 Polygraph Machine**

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

#### **18.07 Notification of Disciplinary Action**

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

#### **18.08 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. Administrative 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.

#### **18.09 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, a criminal investigation or prosecution of the employee.

#### **18.10 Off-Duty Status**

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

#### **18.11 Anonymous Complaints**

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

### **ARTICLE 19 - DISCIPLINARY PROCEDURE**

#### **19.01 Standard**

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

#### **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. Prior to the meeting, the Union will be provided with a copy of the administrative investigation.

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 in accordance with Section 8.02 at the meeting. 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 five (5) 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. One or more Verbal Reprimand (with appropriate notation in employee's file);
2. One or more Written Reprimand;
3. One or more day(s) Suspension(s) or a fine not to exceed five (5) days pay, for any form of discipline, to be implemented only after approval from the Office of Collective Bargaining.
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.

The deduction of fines from an employee's wages shall not require the employee's authorization for the withholding of fines from the employee's wages.

#### **19.06 Suspension Options and Implementation Procedures**

A. If a bargaining unit employee receives discipline which includes lost wages, the Employer may offer, or the employee may request, the following forms of corrective action:

1. Actually having the employee serve the designated number of days suspended without pay; or pay the designated fine; or
2. By deducting the employee's accrued personal leave, vacation or compensatory leave banks of hours or a combination of any of these banks, under such terms as might be mutually agreed to by the Employer, the employee and the Union.

### **ARTICLE 20 - GRIEVANCE PROCEDURE**

#### **20.01 Purpose**

The Employer and the Union 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 suspensions of ten (10) days or greater, removals, or reduction in position shall be initiated at the third step of the grievance procedure. Suspensions or reductions in pay of less than ten (10) days shall be initiated at the second 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. Union Representative is a Steward or staff representative.

#### **20.03 Prohibitions**

The Union 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 Union provided that at least one member so affected signs the grievance. Grievances so initiated shall be designated Class Grievances. The title on the grievance shall bear the name of the one (1) affected member plus the designation 'et al'. Class Grievances shall be filed within fourteen (14) days of the date on which any of the like affected grievants knew or reasonably could have had knowledge of the event giving rise to the class grievance. Class grievances shall be initiated directly at the second step of the grievance procedure. The Union shall have the right to file grievances of a non-disciplinary nature.

#### **20.06 Termination of the Issue**

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

#### **20.07 Grievance Procedure**

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

##### **Step 1 - Immediate Supervisor or Designee**

An employee having a grievance shall present it to his/her immediate supervisor within fourteen (14) days of the date on which the grievant knew or reasonably should have had knowledge of the event giving rise to the grievance.

Grievances submitted beyond the fourteen (14) day time limit will not be honored. The grievance at this step shall be submitted to the immediate supervisor in writing using a form mutually agreed upon. The grievance forms may be obtained at each facility. On this form, the grievant shall specify the article(s) and/or section(s) of the Agreement which he/she alleges has been violated, and specify the remedy sought. The immediate supervisor shall indicate the date and time of his/her receipt of the form. Within five (5) days of the receipt of the written grievance, a supervisor shall schedule a meeting with the grievant to discuss the grievance. A Union representative shall attend this meeting. He/she may represent the grievant if requested to do so by that person. The supervisor shall respond to this grievance by writing his/her answer on the grievance form and returning a copy to the grievant and a copy to Union within nine (9) days of the meeting required above. Insofar as practicable, Step 1 meetings will ordinarily be held at the work site of the grievant.

##### **Step 2 - Department Director or His/Her Designee**

Should the grievant not be satisfied with the written answer received in Step 1, within ten (10) days after receipt thereof, the grievant may appeal the grievance to the Office of Human Resource Management - Labor Relations and request that the meeting contemplated by this Step 2 appeal be scheduled by forwarding the original grievance form via U.S. mail to the Office of Human Resource Management, Labor Relations Unit, 1970 West Broad Street, 3rd Floor, Columbus, Ohio 43223. Upon receipt of the grievance the Office of Human Resource Management - Labor Relations shall schedule a meeting to be held within twenty (20) days to discuss the grievance. This meeting can be held via telephone conference call if the parties mutually agree.

A Union representative shall attend this meeting. He/she may represent the grievant, if such representation is desired by the grievant. A post associate shall attend all Step 2 meetings conducted at his/her facility. If the post associate is unavailable the Chief Steward (District) shall attend the meeting. The Director/Superintendent or a designee shall render his/her decision in writing and return a copy to the grievant and the Union within thirteen (13) days after the meeting with the grievant.

### **Step 3 - Director of the Office of Collective Bargaining**

If the grievant or the Union is not satisfied with the written answer received at Step 2, within ten (10) days after receipt thereof, the Union may appeal to the Director of the Office of Collective Bargaining. The appeal shall be made in writing by mailing a copy of the grievance form to the Director along with any other supporting documentation. No hearing shall be held. The Director or his/her designee shall review the documents submitted, issue a decision in writing and return copies to the grievant, and the Union within twenty (20) days of receipt of the appeal. No rationale or discussion of the merits of the grievance shall be required with the decision.

### **Step 4 - Arbitration**

If the Union is not satisfied with the answer at Step 3, 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 Step 3 decision. Grievances forwarded to Arbitration shall be assigned on the basis of rotation to the next arbitrator on the panel of arbitrators. This assignment will be made in chronological order based upon the time stamp of the request for arbitration made by the Union.

## **20.08 Arbitration**

### **1. Panel of Permanent Umpires**

Within thirty (30) days after this Agreement becomes effective, the parties (The Office of Collective Bargaining and the Union) shall select four (4) permanent umpires to serve as umpires for both Units 1 and 15. The umpires shall be assigned cases in rotation order designated by the parties. Each umpire shall serve for the duration of this Agreement, unless his/her services are terminated earlier by written notice from either party to the other. The umpire shall be notified of his/her termination by a joint letter from the parties. The umpire shall conclude his/her services by settling any grievances previously heard. The successor umpire shall be selected by the parties within thirty (30) days after the resignation or termination of an umpire.

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

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

Rules applicable to this article shall be based, in so far as practicable, on the voluntary rules of the American Arbitration Association.

### **2. Witnesses**

The Employer agrees to allow witnesses time off with pay at the regular rate to attend the arbitration hearing.

### **3. Expenses**

- a. All other fees and expenses of the umpire will be equally divided between the parties.
- b. If one (1) party desires a transcript of the proceedings, the total cost for such transcription shall be paid by the party desiring the transcript. If the other party desires a copy, then the total cost for such transcription shall be shared equally by both parties. The parties agree that normally transcripts will not be requested.
- c. All other costs incurred by the parties will be paid by the party incurring the costs.

### **4. Decisions of the Umpire**

The umpire shall render his/her decision as quickly as possible, but in any event, no later than thirty (30) days after the conclusion of the hearing unless the parties agree otherwise. The umpire shall submit an account for the fees and expenses of arbitration. The umpire's decision shall be submitted in writing and shall set forth the findings and conclusions with respect to the issue submitted to arbitration.

The umpire's decision shall be final and binding upon the Employer, the Union 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 Union 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. Verbal and written reprimands shall be grievable and filed directly at Step 2 of the procedure. Step 2 shall be the only level of review. Verbal and written reprimands shall not be subject to arbitration under this Agreement. Except as otherwise provided in this Agreement, fines may be arbitrated.
2. Disciplinary grievances shall be submitted to arbitration by written notice to the Director of the Office of Collective Bargaining, within fifteen (15) days of the receipt of the Step 3 decision. Those disciplinary grievances involving suspensions of ten (10) days or greater which are filed directly at Step 3 shall be scheduled for arbitration within forty-five (45) days of the filing of the grievances unless such time is mutually waived by the employer and the Union.
3. 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 Representation**

1. In each step of the grievance procedure outlined in this Article, certain representatives as designated by the Union 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 Union representation upon request at each step of the grievance procedure. The Union shall be the exclusive representative of the employee in all matters pertaining to the enforcement of any rights of the employee under the provisions of this Article.
4. A Union associate or an alternate shall attend the meetings scheduled at each step of the grievance procedure.

#### **20.11 Miscellaneous**

1. The grievant or the Union 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 the Union 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 grievant or representatives attend the meetings provided for in this Article in accordance with the time limits set out herein. The parties agree, however, that absent extenuating circumstances, a Union representative and the grievant must be present at an arbitration hearing to have the umpire consider a grievance on its merits.

2. By mutual consent, the parties may waive a hearing and submit the issue on written materials only. By mutual consent, the parties may alter any of the procedures set forth in this Article.
3. At any step in this grievance procedure, the Union 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 Union, 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 Union.

#### **20.12 Alternative Dispute Resolution**

If both parties to this agreement concur, the procedures provided in this Article 20 may be modified or replaced in whole or in part by a grievance mediation/resolution procedure except that any such procedure must provide for a definitive and binding resolution of the issues presented thereby. No such procedure shall be effective unless and until it is reduced to writing and signed by the Director of the Office of Collective Bargaining and a bargaining unit member designated by the Union.

The following system of Mini Arbitrations shall be established to hear disciplinary grievances involving suspensions of less than ten (10) days. The parties agree to the following expedited arbitration procedure. The procedure will operate in the following manner:

- A. A special list of arbitrators will be chosen by the parties to hear all expedited arbitrations during the term of this Agreement.
- B. The grievances presented to the arbitrator under this section will consist of disciplinary actions of suspensions or fines of less than ten (10) days or less without pay. The parties may submit other issues by mutual agreement.
- C. Only matters of procedural arbitrability may be addressed in this expedited procedure. Grievances where there is an issue of substantive arbitrability may only be dealt with in accordance with Section 20.07, Step Four (4).
- D. The arbitrator will normally hear at least four (4) grievances at each session unless mutually agreed otherwise. The parties will endeavor to develop and maintain a regular schedule for the handling of expedited arbitrations.
- E. Grievance presentation will be limited to a preliminary introduction, a short reiteration of facts and a brief oral argument. No briefs or transcripts shall be made. If witnesses are used to present facts, there will be no more than three (3) per side including the grievant. In cases where there is an issue of procedural arbitrability, each party will be permitted two (2) additional witnesses.
- F. The arbitrator will either give a bench decision or issue a decision within five (5) calendar days. The arbitrator can either uphold or deny the grievance or modify the relief sought. All decisions will be final and binding. Decisions issued pursuant to this procedure shall have no precedence unless mutually agreed otherwise by the parties.
- G. The cost of the arbitrator and the expenses of the hearing will be shared equally by the parties.

## **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 Union two (2) weeks in advance of their implementation. In the event that the Union 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 - SPECIALTY POSITIONS**

### **23.01 Pilots**

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

### **23.02 Field Training Officers**

The position of Field Training Officers (FTO) shall be held by a Sergeant who most closely meets the requirements set forth by the Employer which are outlined in Policy OSP-501-08. If the Employer determines there are an insufficient number of qualified volunteers, it may appoint other individuals to be FTO's. The District Commander shall make the final selections. A supplement of six hundred dollars (\$600.00) shall be given to all FTO's for the sixty (60) working day training period. This amount will be pro-rated in instances where the training period is cut short or lengthened. Field Training Officers and their trainees will be required to work twenty (20) days on each of three shifts during the training period.

## **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 twenty-five cents (.25) per mile. Effective July 1, 1997, the rate shall increase to twenty-six (\$.26) cents per mile. Effective July 1, 1998, the rate shall increase to twenty-seven (\$.27) cents per mile. Effective July 1, 1999, the rate shall increase to (\$.28) cents per mile.

No employee will lose the opportunity to drive a motor vehicle to and from his/her residence if that restriction is imposed in conjunction with another form of discipline imposed under Article 19; 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/her residence when one or the other spouse involved has been transferred or is assigned to another patrol car. Radar units shall be modified as soon as practicable so that an employee may place the radar antennae outside of the vehicle.

### **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 \$700.00 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. The Employer has the right to deny any transfer requested by an employee who has been assigned to a plain clothes duty assignment for less than eighteen (18) consecutive months. The Employer may, at its discretion, allow such a transfer within this time period, providing the employee re-pays to the Employer all monies received pursuant to this section within the previous twelve (12) months upon the Employer's approval of the employee's transfer request.

**25.04 Hats**

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

### **25.05 Retirement Weapon**

All employees shall be given an opportunity to purchase their service weapon upon their retirement by age and service or disability. The price of such weapon shall be the original purchase price of the weapon for the first year after it is purchased and twenty percent (20%) less for each succeeding year until after five (5) years when the purchase price shall be one (1) dollar); unless the retirement is for reasons of psychological disability, whereupon the employee shall receive the dollar value of the service weapon, as based upon the formula above.

### **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.

### **25.08 Protective Vest Stipend**

The Employer shall provide a \$500.00 stipend to each sergeant once every sixty (60) months for the purchase of a personal protective vest. It shall be each sergeant's responsibility to purchase a protective vest which meets the threat level and quality standards outlined in Highway Patrol policy 9-302.13.

The employer shall be responsible for the cost, to a maximum of \$500.00 for replacement of protective vests damaged in the line of duty, unless the damage is as the result of employee negligence.

Sergeants shall receive their first stipend no earlier than fifty-four (54) months from the date of graduation from the Highway Patrol Academy.

### **25.09 Labor Management**

The Issue of providing weapons proficiency and practice ammunition shall be an appropriate topic for labor management meetings. The first meeting will be held within thirty days of the signing of this agreement.

## **ARTICLE 26 - HOURS OF WORK AND WORK SCHEDULES**

### **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. 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 forty (40) and thirty (30) days prior to the beginning of the new assignment.

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 (3) month scheduling blocks three (3) times for every one (1) first choice of all other employees assigned at the facility. For each group of six (6) blocks (at four (4) sergeant posts) or five (5) blocks (at three (3) sergeant posts), the senior most employee has the right to determine for which three (3) blocks he/she exercises his/her seniority rights. The three (3) remaining blocks (at four (4) sergeant posts) or two (2) remaining blocks (at three (3) 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 (3) month block.

If a personnel change is made during the course of the above "bid" rotation five (5) "blocks" at a three (3) sergeant post and six (6) "blocks" at a four (4) 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.

### **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/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.

## ARTICLE 27 - OVERTIME

### 27.01 Overtime and Compensatory Time

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

1. Any member who is in active pay status more than forty (40) hours in one week shall be paid one and one-half (1.5) times his/her regular rate of pay including shift differential if ordinarily paid for all time over forty (40) hours in active pay status. The regular rate of pay includes all premium pay routinely received.
2. An employee may elect to take compensatory time off in lieu of cash overtime payment of hours in an active pay status more than forty (40) hours in any calendar week except that for voluntary statewide overtime details (e.g. State Fair, Boy's State and Girl's State), voluntary turnpike overtime and federally funded positions the Employer shall retain the right to pay compensatory time in cash rather than in time off. Such compensatory time shall be granted on a time and one-half (1.5) basis.
3. The maximum accrual of compensatory time shall be three hundred sixty (360) hours for all employees.
4. When the maximum hours of compensatory time accrual is rendered, payment for overtime shall be made in cash.
5. Upon termination of employment, an employee shall be paid for unused compensatory time at a rate which is the higher of:
  - a. The final regular rate received by the employee, or
  - b. The average regular rate received by the employee during the last three years of employment.

### 27.02 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, personal leave, compensatory time, bereavement leave and administrative leave. Sick leave shall not be considered active pay status for purposes of this Article.

### 27.03 Overtime Opportunities

It is understood and agreed that determining the need for overtime, scheduling overtime, and requiring overtime are solely the rights of the Employer. The Employer will not change a members' schedule or scheduled shift starting time to avoid the payment of overtime without the members' consent. Mandatory overtime, assigned by the Employer, shall be assigned to the most junior employee at the facility. In the event of multiple overtime assignments reverse seniority shall be used.

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

### 27.04 Report-Back Pay

- A. "Report-Back" occurs when a member of the bargaining unit is called to return to work to do unscheduled, unforeseen or emergency work after the member has left work upon the completion of the regular day's work, but before he/she is scheduled to return to work.
- B. When a member reports back, he/she shall be paid a minimum of four (4) hours pay at his/her regular rate, plus shift differential if ordinarily paid.
- C. Working a shift as the result of a mutually-agreed to shift trade shall not constitute a report back.
- D. Regularly scheduled shift hours following report back are to be paid at straight time.

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

### **27.05 Standby Pay**

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

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.

### **27.06 Requests for Compensatory Time Off**

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

### **27.07 Granting of Compensatory Time Off**

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

### **27.08 Pyramiding of Overtime**

There shall be no pyramiding of overtime.

### **27.09 Specialty Exemptions**

Bargaining unit members assigned to the Executive Protection Command or assigned to work with the Executive Protection Section for a detail shall be exempt for Sections 26 and 27 of this agreement.

## **ARTICLE 28 - ABSENCE CONTROL POLICY**

### **28.01 Absence Control Policy**

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

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

### **28.02 Abuse of Leave**

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

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

## **ARTICLE 29 - SHIFT TRADE**

By the mutual agreement between the involved employees and the Post Commander or equivalent supervisor, members of the bargaining unit assigned to the same work facility 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 Human Resources 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. Any sergeant desirous of a transfer shall file such request with the personnel office, which shall use such filed requests to fill vacant positions by transfer. 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-eight (58) 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 bargaining unit members 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 Office of Human Resource Management, the Office of Investigative Services, Crash Reconstruction, Plain Clothes Investigator, Administrative Assistant to the Superintendent and traffic drug interdiction teams 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. The ability to involuntarily transfer employees of the Officer of Investigative Services, Crash Reconstruction, and Plain Clothes Investigator shall be applied prospectively. Involuntary transfers in Office of Investigative Services, Crash Reconstruction, and Plain Clothes Investigator shall be applied to employees who bid into such positions after July 1, 1994.

Involuntary transfers out of the above listed sections or positions may be made by the Employer. A bargaining unit member 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 being assigned more than thirty (30) miles from his/her current residence, 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 bargaining unit member who has been assigned to a non-field 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 (3) bids from licensed moving companies, who are authorized to operate in this state by the Public Utilities Commission of Ohio.

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

### **30.07 Temporary Living Expenses**

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

### **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 which include residency within the State of Ohio.

When the Employer permits commutation in a state owned vehicle the following shall apply:

1. Members who reside within a thirty (30) mile radius of their report-in location may be eligible to commute to and from their residence in a state owned vehicle.
2. Members assigned to TDIT (traffic drug interdiction teams and dog handlers) positions who reside within a 50 mile radius of their report-in location may be eligible to commute to and from their residence in a state owned vehicle.

Members who reside outside of the above stated parameters are ineligible to commute to and from their residence in a state owned vehicle.

Changes in report-in locations initiated by the Employer will not change a member's eligibility to commute in a state owned vehicle.

## **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 approximately four (4) 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 Union 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.

Layoff and bumping rights will be consistent with the provisions in the Unit 1 contract.

### **35.02 Guidelines**

The Union 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 thirty-six (36) 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**

Unit 15 seniority shall be calculated by taking one-half (1/2) of the actual time served as a Trooper and the actual time served as a Sergeant counted from the most recent date of promotion to 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 a bargaining unit position, except for layoff.
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 thirty-six (36) 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/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.

### **38.03 Agency Responsibility**

If a bargaining unit member is injured on the job, the Employer will secure medical attention and, if necessary, provide transportation to the nearest medical facility. Bargaining unit members who experience work-related illness or injury on the job will be paid their regular rate for the balance of their shift or an employee who is injured on the job and reports immediately to a family physician, an emergency room or an urgent care facility for emergency treatment shall remain in active pay status until the emergency treatment is conducted. In the case of such injuries and with the approval of the Employer, an employee undergoing medical treatment, making visits to medical practitioners and attending therapy sessions as the result of the injury shall be excused from work with pay at the regular rate for the time of the treatment, visit or session. Employees shall not be paid for more than forty (40) hours for any one injury under this Section. In accordance with the commuting rule in Section 26.02, travel time to and from the site of the treatment, visit or session shall also be paid. No overtime entitlement shall arise by the operation of this Section. The Employer may adjust work schedules to avoid the payment of overtime when an employee uses the provisions of this Section.

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

## **ARTICLE 39 - MEDICAL EXAMINATIONS**

### **39.01 Submission to Medical Examination**

The Employer may require that an employee submit to a medical or psychological/psychiatric examination pursuant to the Administrative Rules of the Director of Administrative Services (Ohio Administrative Code Section 124:1-33-042) in effect as of the date of the Agreement. No approval by the Director of Administrative Services is required.

### **39.02 Hazardous Material**

Any employee who, acting in an official capacity, is involved with, exposed to, comes into contact with or has reason to believe that he/she has been involved with, been exposed to, or come into contact with a chemical spill, nuclear radioactive material, or hazardous industrial material shall be examined by a qualified emergency room physician. Such examinations will be conducted as soon as practicable after exposure.

### **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 Union 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 9-500.23, shall be the program by which overall wellness will be maintained. Employees who exceed the maximum weight allowance of the program by not more than ten percent (10%) shall be tested to see if they meet or exceed all other fitness requirements. If they perform those requirements at the Ribbon Level, excluding body fat, they shall be deemed to have met physical requirements and their excess weight, not exceeding ten percent (10%) of the allowance shall be disregarded.

### **40.03 Progressive Discipline**

For all bargaining unit members the maximum progressive disciplinary action shall be a three (3) day suspension per one hundred and eighty (180) day period and that suspension periods shall be 1, 2, and 3 days. Those persons placed on discipline shall not be eligible for voluntary overtime or special off-duty until they are retested and have been found to be in compliance

Disciplinary action taken in accordance with this Article will not be used for purposes of yoking other disciplinary actions.

#### **40.04 Deferrals**

There shall be no permanent medical deferrals from the program for bargaining unit members. A bargaining unit member may be granted a one hundred and eighty (180) 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 one hundred and eighty (180) day deferrals may be granted.

#### **40.05 Health and Fitness Incentive Pay**

Bargaining unit members 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 seventy-five dollars (\$75.00) per month.

#### **40.06 Pre-Retirement Disciplinary Time Substitution**

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

### **ARTICLE 41 - OHIO EMPLOYEE ASSISTANCE PROGRAM**

#### **41.01 Committee Representation**

The Union shall be granted representation on any committees that may be established to accomplish the aims of the Ohio Employee Assistance Program (E.A.P.).

#### **41.02 Guidelines**

The Union will cooperate in the operation of the Ohio E.A.P. and abide by the guidelines established for the program.

#### **41.03 Employees Covered Under Ohio E.A.P.**

The Ohio 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 Ohio E.A.P. will also be made available to employees who are temporarily laid-off, retired, or disabled.

#### **41.04 Scope of Coverage**

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

#### **41.05 Applicable Provisions**

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

#### **41.06 Referrals**

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

#### **41.07 Expenses**

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

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

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

#### **41.09 Leave**

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

**41.10 Formal and Voluntary Referrals**

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

**41.11 Confidentiality**

Confidentiality of records shall be maintained at all times within the E.A.P. Information concerning an individual's participation in the program shall not enter his/her personnel file. In cases where the employee and the Employer jointly enter into a voluntary agreement, in which the Employer defers discipline while the employee pursues a treatment program, the employee shall waive confidentiality by signing appropriate releases of information to the extent required to enable the Ohio E.A.P. staff to provide the employee with reports regarding compliance or non-compliance with the Ohio E.A.P. treatment program.

**41.12 Job Security**

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

**41.13 Diagnosis of Bargaining Unit Member Problems**

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

**ARTICLE 42 - COMPENSATION FOR LOST OR DAMAGED PERSONAL PROPERTY**

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

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

This article shall only apply to the following:

1. wrist watch up to \$100.00;
2. prescription eye glasses up to \$150.00 and only to the extent that such replacement is not covered by the state's optical plan, and/or workers' compensation. This may include up to one pair of prescription sunglasses.
3. briefcase up to \$50.00.

**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 ( <i>upon completion one year of service</i> )
1 year or more	3.1 hours	80 hours
5 years or more	4.6 hours	120 hours
10 years or more	6.2 hours	160 hours
15 years or more	6.9 hours	180 hours
20 years or more	7.7 hours	200 hours
25 years or more	9.2 hours	240 hours

Effective April 28, 1986, only service with state agencies; i.e., agencies whose employees are paid by the Auditor of State, will be computed for purposes of determining the rate of accrual for new employees in the bargaining unit. Service time for vacation accrual for employees employed on that date will not be modified by the preceding sentence.

An employee who has retired in accordance with the provisions of any retirement plan offered by the State and who is employed by the state or any political subdivision of the state on or after March 1, 1994, shall not have his prior service with the state or any political subdivision of the state counted for the purpose of computing vacation leave.

**43.02 Maximum Accrual**

Vacation credit may be accumulated to a maximum that can be earned in three (3) years.

<b>Annual Rate of Vacation</b>	<b>Accumulation Maximum</b>
80 hours	240 hours
120 hours	360 hours
160 hours	480 hours
180 hours	540 hours
200 hours	600 hours
240 hours	720 hours

**43.03 Eligible Employees**

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

**43.04 Vacation Leave**

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

- A. Subject to the above limitations employees who submit vacation leave requests no more than thirty (30) days and no less than twenty (20) days prior to the first day of the permanent shift dates referred to in Section 26.01 shall be granted vacation leave based upon seniority.
- B. Vacation leave or compensatory time 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. 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.
- E. If an employee is called to work from a scheduled vacation leave period, or if an employee's previously approved vacation leave is canceled, 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 canceling 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 (1 1/2) times the hours worked times the total rate or receive compensatory time equivalent to one and one-half (1 1/2) times the hours worked. All mandatory overtime worked by an employee on a holiday will be compensated at two and one-half (2 1/2) times the total rate of pay or receive compensatory time equivalent to two and one-half (2 1/2) times the hours worked. If an employee works a voluntary overtime program on a holiday they will receive their normal overtime rate (one and one-half (1 1/2), times the total rate of pay.

**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**

Personal leave not used may be carried forward or paid at the employee's option. Payment to be made in the first pay received in December. Maximum accrual of personal leave shall be 40 hours. When the maximum has been reached the employee shall receive payment for these hours in excess of the maximum accrual.

**45.08 Conversion of Personal Leave Credit Upon Separation From Service**

An employee who is separated from state service shall be entitled to convert to cash the unused amount of accrued personal leave. If a full time employee dies, the converted personal leave shall be credited to his/her estate in accordance with Article 58.

**45.09 Transfer of Personal Leave Credit**

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

**ARTICLE 46 - OCCUPATIONAL INJURY LEAVE**

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

**46.01 Maximum Hours of Occupational Injury Leave**

Each employee, in addition to normal sick leave, is entitled to one thousand five hundred (1,500) hours of occupational injury leave at the regular rate per independent injury incurred in the line of duty, with the approval of the superintendent.

**46.02 Injuries**

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

**46.03 Waiting Period**

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

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

**46.04 Requests for Occupational Injury Leave**

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

**46.05 Authority to Approve or Disapprove**

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

**46.06 Light Duty**

The Highway Patrol may, at its discretion, arrange for light duty for employees experiencing partial disability and on occupational injury leave, sick leave or disability leave.

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

**46.07 Geographic Limitations**

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

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

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

#### **46.08 Health Insurance**

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

### **ARTICLE 47 - DISABILITY LEAVE**

#### **47.01 Eligibility**

Eligibility shall be pursuant to Ohio Law and Administrative Rules of the Department of Administrative Services in effect as of July 1, 1997, except that:

- A. Part-time or fixed-term regular and irregular employees who have worked fifteen hundred (1500) or more hours within the twelve (12) calendar months preceding disability shall be entitled to disability benefits based upon the average regular weekly earnings for weeks worked over that twelve (12) month period.
- B. Employees with less than eight (8) years of service shall be entitled to receive disability leave benefits for a maximum of twenty-four (24) months. Employees with eight (8) years of service but less than sixteen (16) years of service, shall be entitled to receive disability leave benefits, up to twenty-four (24) months per disability not to exceed a total of thirty-six (36) months. Employees with sixteen (16) or more years of service shall be entitled to receive disability leave benefits up to twenty-four (24) months per disability not to exceed a total of forty-eight (48) months.
- C. Employees will participate in transitional work programs mutually agreed to by the parties and as provided for in the applicable administrative rules. The Employer agrees that transitional work programs will not violate the provisions of the Family and Medical Leave Act.

#### **47.02 Disability Review**

The Employer shares the concern of the Union and employees over the need to expeditiously and confidentially process disability leave claims.

The Employer and the Union shall review such concerns as time frames, paper flow, and possible refinement of procedural mechanisms for disability claim approval .

#### **47.03 Information Dissemination**

The Employer recognizes the need to standardize the communication of information regarding disability benefits and application procedures. To that end, the Employer and the Department of Administrative Services shall produce explanatory materials which shall be made available to union representatives, stewards or individual employees upon request.

#### **47.04 Orientation**

The Employer shall develop a disability orientation program for union representatives so that they may train stewards as part of the information dissemination effort.

#### **47.05 Insurance Providers and Third Party Administrators**

In the event that the administration of the disability program is conducted by a private insurance carrier or a third party administrator the administration shall be conducted in accordance with insurance industry underwriting procedures and standards without reducing benefits or eligibility requirements as provided in this Agreement.

**ARTICLE 48 - SICK LEAVE**

**48.01 Definitions: Sick Leave for State Employees**

- A. "Active pay status" means the conditions under which an employee is eligible to receive pay, and includes, but is not limited to, vacation leave, sick leave, bereavement leave, administrative leave and personal leave.
- B. "No pay status" means the conditions under which an employee is ineligible to receive pay, and includes, but is not limited to, leave without pay, leave of absence and disability leave.
- C. "Full-time employee" means an employee whose regular hours of duty total eighty (80) hours in a pay period in a state agency, and whose appointment is not for a limited period of time.
- 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 employees shall accrue sick leave at the rate of 3.1 hours for each eighty (80) hours in active pay status, excluding overtime hours, not to exceed eighty (80) hours in one year.

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

Employees that are on approved leave of absence or receiving Workers' Compensation benefits shall be credited with those sick leave hours which they normally would have accrued upon their approved return to work.

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

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

The amount of sick leave charged against an employee's accrual shall be the amount used, charged in units of one tenth (1/10) hour. Employees shall be paid for sick leave used at the rates specified below with the effective date of this Agreement through the pay period ending November 22, 1997. A new usage period will begin with the pay period effective November 23, 1997. A new usage period will begin each year of the Agreement.

Hours Use	% of Regular Rate
1 - 40 Sick Leave	100%
40.1 plus Sick Leave	70%

\*Any sick leave utilized in excess of eighty (80) hours which was accrued on or before March 1, 1997, shall be paid at one hundred percent (100%). Any new sick leave earned after March 1, 1997, if saved shall be paid at one hundred percent (100%).

Employees may elect to utilize sick leave to supplement an approved Disability Leave, Workers Compensation Claim or Adoption/Childbirth Leave pursuant to Section 49.08 (C). Sick leave used for these supplements shall be paid at a rate of 100% notwithstanding the schedule previously specified. After employees have used all of their accrued sick leave, they may, at the Employer's discretion, use accrued vacation, compensatory time or personal days or may be granted leave without pay.

**48.03 Notification**

When an employee is sick and unable to report for work, he/she will notify his/her immediate supervisor or designee no later than one half (1/2) hour before starting time, unless circumstances preclude this notification. The Employer may request a statement, from a physician who has examined the employee or the member of the employee's immediate family, be submitted within a reasonable period of time. Such physician's statement must be signed by the physician or his/her designee. Failure to notify the Employer in accordance with the provisions of this paragraph shall result in the employee forfeiting any rights to pay for the time period which elapsed prior to notification unless unusual extenuating circumstances existed to prevent such notification.

If sick leave continues past the first day, the employee will notify his/her supervisor or designee of the anticipated duration of the absence. The employee is responsible for establishing a report-in schedule that is acceptable to the supervisor for the anticipated duration of the absence. If an acceptable schedule is not established the employee will notify his/her supervisor every day pursuant to agency reporting procedures. Failure to notify the Employer in accordance with the provisions of this paragraph shall result in the employee forfeiting any rights to pay for that day, and may subject the employee to disciplinary action.

#### **48.04 Sick Leave Policy**

It is the policy of the State of Ohio to not unreasonably deny sick leave to employees when requested. It is also the policy of the State to take corrective action for unauthorized use of sick leave and/or abuse of sick leave. It is further the policy of the State that when corrective and/or disciplinary action is taken, it will be applied progressively and consistently.

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

#### **Sick Leave Policy**

##### **I. Purpose**

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

##### **II. Definition**

###### **A. Sick Leave**

Absence granted per negotiated contract for medical reasons.

###### **B. Unauthorized Use of Sick Leave**

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

###### **C. Misuse of Sick Leave**

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

###### **D. Pattern Abuse**

Consistent periods of sick leave usage, for example:

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

##### **III. Procedure**

###### **A. Physician's Verification**

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

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

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

###### **B. Unauthorized Use or Abuse of Sick Leave**

When unauthorized use or abuse of sick leave is substantiated, the Agency Head or designee will effect corrective and progressive discipline, keeping in mind any extenuating or mitigating circumstances.

When progressive discipline reaches the first suspension, under this policy, a corrective counseling session will be conducted with the employee. The Agency Head or designee will jointly explain the serious consequences of continued unauthorized use or abuse of sick leave. The Agency Head or designee shall be available and receptive to a request for an Employee Assistance Program in accordance with Article 41 (EAP). If the above does not produce the desired positive change in performance, the Agency Head or designee will proceed with progressive discipline up to and including termination.

**C. Pattern Abuse**

If an employee abuses sick leave in a pattern, per examples noted in the section under definitions (not limited to those listed), the Agency Head or designee may reasonably suspect pattern abuse. If it is suspected, the Agency Head or designee will notify the employee in writing that pattern abuse is suspected. The Agency Head or designee will use the "Pattern Abuse" form for notification. The notice will also invite the employee to explain, rebut, or refute the pattern abuse claim. Use of sick leave for valid reasons shall not be considered for pattern abuse.

**48.05 Carry-Over and Conversion**

Employees will be offered the opportunity to convert to cash any part of his/her accrued sick leave accrued in the period beginning November 24, 1996 through November 22, 1997, to be paid in the first pay received in December at a rate of fifty percent (50%). The cash conversion of the sick leave accrued and not used for the usage period in the subsequent years of this Agreement shall be at the following rate:

<b>Number of hours subject to Cash Conversion</b>	<b>% of Regular Rate</b>
80	75%
72 -79.9	70%
64 to 71.9	65%
56 to 63.9	60%
48 to 55.9	55%
47.9 and less	50%

This payment shall be paid in the first pay received in December of each of the subsequent years of the Agreement. An employee not exercising a choice will automatically have the hours carried forward. An employee with a minimum of five (5) years of state service who terminates state service or retires shall convert to cash any sick leave accrued at the employee's regular rate of pay earned at the time of separation, within three (3) years of separation, at the rate of fifty percent (50%). If an employee dies, the converted sick leave shall be credited to his/her estate. An employee who is granted military leave or leave without pay may be paid for accrued sick leave or may keep it in reserve for use upon return at his/her discretion. An employee who is reinstated or recalled from lay off and who received a lump sum payment for unused sick leave may have such days restored by returning the amount paid by the Employer for the number of days to be restored.

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

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

**48.06 - Leave Donation Program**

Employees may donate paid leave to a fellow employee who is otherwise eligible to accrue and use sick leave and is employed by the same Agency. The intent of the leave donation program is to allow employees to voluntarily provide assistance to their co-workers who are in critical need of leave due to the serious illness or injury of the employee or a member of the employee's immediate family. The definition of immediate family as provided in rule 123:1-47-01 of the Administrative Code shall apply for the leave donation program.

**A.** An employee may receive donated leave, up to the number of hours the employee is scheduled to work each pay period, if the employee who is to receive donated leave:

1. Or a member of the employee's immediate family has a serious illness or injury;
2. Has no accrued leave or has not been approved to receive other state-paid benefits; and
3. Has applied for any paid leave, workers' compensation, or benefits program for which the employee is eligible. Employees who have applied for these programs may use donated leave to satisfy the waiting period for such benefits where applicable, and donated leave may be used following a waiting period, if one exists, in an amount equal to the benefit provided by the program, i.e. fifty six hours (56) pay period may be utilized by an employee who has satisfied the disability waiting period and is pending approval, this is equal to the seventy percent (70%) benefit provided by disability.

- B. Employees may donate leave if the donating employee:
  1. Voluntarily elects to donate leave and does so with the understanding that donated leave will not be returned;
  2. Donates a minimum of eight hours; and
  3. Retains a combined leave balance of at least eighty hours. Leave shall be donated in the same manner in which it would otherwise be used except that compensatory time is not eligible for donation.
- C. The leave donation program shall be administered on a pay period by pay period basis. Employees using donated leave shall be considered in active pay status and shall accrue leave and be entitled to any benefits to which they would otherwise be entitled. Leave accrued by an employee while using donated leave shall be used, if necessary, in the following pay period before additional donated leave may be received. Donated leave shall not count toward the probationary period of an employee who receives donated leave during his or her probationary period. Donated leave shall be considered sick leave, but shall never be converted into a cash benefit.
- D. Employees who wish to donate leave shall certify:
  1. The name of the employee for whom the donated leave is intended;
  2. The type of leave and number of hours to be donated;
  3. That the employee will have a minimum combined leave balance of at least eighty hours; and
  4. That the leave is donated voluntarily and the employee understands that the donated leave will not be returned.
- E. Appointing authorities shall ensure that no employees are forced to donate leave. Appointing authorities shall respect an employee's right to privacy, however appointing authorities may, with the permission of the employee who is in need of leave or a member of the employee's immediate family, inform employees of their co-worker's critical need for leave. Appointing authorities shall not directly solicit leave donations from employees. The donation of leave shall occur on a strictly voluntary basis.

The Employer shall develop a disability orientation program for union representatives so that they may train stewards as part of the information dissemination effort.

**48.08 - Insurance Providers and Third Party Administrators**

In the event that the administration of the disability program is conducted by a private insurance carrier or a third party administrator the administration shall be conducted in accordance with insurance industry underwriting procedures and standards without reducing benefits or eligibility requirements as provided in this Agreement.

**ARTICLE 49 - LEAVES OF ABSENCE**

**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 granted for family care is not in addition to the twelve (12) weeks provided by the Family Medical Leave Act. 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 Family Leave**

Any employee may be granted a leave of absence without pay for purposes of family care. All requests for leave of absence without pay for purposes of family 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.

#### **49.08 Paid Adoption/Childbirth Leave**

##### **A. Eligibility**

All employees who work thirty (30) or more hours per week are eligible for paid Adoption/Childbirth leave upon the birth or adoption of a child. No minimum service time is necessary to establish eligibility for this leave. Eligibility for leave is established on the day of the birth of a child or the day upon which custody of a child is taken for adoption placement by the prospective parents.

##### **B. Waiting Period**

To qualify for paid Adoption/Childbirth leave under this section, an employee must complete a fourteen (14) day waiting period, which commences on the date eligibility is established. An employee may take unpaid leave or any form of paid leave or compensatory time for which he/she is qualified during the fourteen (14) day waiting period. The fourteen (14) day waiting period under this section shall satisfy the waiting period under Ohio law and the Administrative Rules of the Department of Administrative Services in effect as of July 1, 1997 for employees who qualify for additional leave due to disability.

##### **C. Leave Benefit**

Leave under this section shall be limited to six (6) weeks, the first two of which shall be the unpaid waiting period, and the remaining four weeks shall be paid at 70% of the employee's regular rate of pay. An employee may utilize any other form of paid leave or compensatory time to supplement Adoption/Childbirth leave, up to a maximum of 100% of the employee's regular earnings. Adoption/Childbirth leave shall not affect an employee's right to leave under other provisions of this agreement, except that such leave shall be included in any leave time provided under the FMLA.

##### **D. Part-Time Employees**

The average regular hours worked (including holidays and paid leave) over the preceding three month period shall be used to determine eligibility and benefits under this Section for part-time employees, provided that such benefits shall not exceed forty (40) hours per week. If the employee has not worked a three (3) month period, the number of hours for which the employee has been scheduled per week will be used to determine eligibility and benefits.

##### **E. Coordination with Disability Leave**

Employees who are receiving disability leave prior to becoming eligible for Adoption/Childbirth leave shall continue to receive disability leave for the duration of the disabling condition or as otherwise provided under the disability leave program. In the event that the employee's disability leave benefits terminate prior to the expiration of any benefits the employee would have been entitled to under Adoption/ Childbirth leave, the employee will receive Adoption/ Childbirth leave for such additional time without being required to serve an additional waiting period.

### **ARTICLE 50 - BEREAVEMENT LEAVE**

If a bargaining unit member 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. Such leave must begin within ten (10) calendar days of the date of death of the family member or the date of the funeral. 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, in excess of fifteen (\$15.00) dollars per day, 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 three (3) hours at one and one-half (1 1/2) times their regular rate or their actual hours worked, whichever is greater. An employee shall not be entitled to more than one three (3) hour minimum payment per day, regardless of the number of cases scheduled. Payment for additional court appearances in a single day will be for actual time worked, including travel time. Court cases scheduled to begin at or within one (1) hour of the employee's work shift starting or ending time will not qualify for minimum three (3) hour appearance pay. 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.
- D. If the court appearance is not canceled within twelve (12) hours of the scheduled court time and the member is on a regular day off, the member shall be entitled to two (2) hours pay at the straight rate. Day off is defined as any twenty-four (24) hour or more period in which the employee is not scheduled to be working.
- E. Employees who are required to attend court on holidays are entitled to receive either holiday pay or minimum appearance pay, whichever is greater.
- F. Compensation received by a member in accordance with this Article will not impact the disability waiting period. While receiving disability benefits members shall respond to subpoenas. Such member shall continue to receive disability benefits and no change in pay status will occur nor will additional compensation be earned.

### **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 thereof 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/her prior position by reason of disability sustained during military service, he/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.

#### **ARTICLE 53 - OLYMPIC COMPETITION LEAVE**

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

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

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

#### **ARTICLE 54 - LIFE INSURANCE**

##### **54.01 Amount**

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

##### **54.02 Conversion**

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

##### **54.03 Disability Coverage**

In the event a state employee uses all accumulated sick leave and then goes on an extended medical disability, the employer-policyholder shall continue at no cost to the employee the coverage of the group life insurance for such employee for the period of such extended leave, but not beyond three (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 cost will be paid by the employee on a payroll deduction basis. The available coverage will be at least two times the employee's salary. No evidence of insurability will be required if an adequate number of employees participate at the level of two times the employee's salary. The state will explore smoker/non-smoker rates and spousal coverage.

##### **54.06 Benefit Trust**

The benefits of this Article shall be administered by the Union Benefits Trust. Except for established payroll deductions for programs and organizations in effect on the effective date of this Agreement, along with any deductions for Employer sponsored programs and organizations, no additional payroll deductions for dues, fees or contributions shall be provided to any individual or organization without the prior written consent of the Union and the Employer.

## **ARTICLE 55 - GROUP HEALTH INSURANCE**

The Employer shall provide a comprehensive health care insurance program to all permanent full-time and part-time employees who shall have the right to choose among any qualified health plans which are available in their area. Health Plan characteristics and benefits shall be as provided in the Employer's Agreement with OCSEA.

Regardless of plan, employees will pay 10 percent (10%) of the premium, provided however, that for an HMO health plan the Employer will pay no greater than 90 percent (90%) of the statewide HMO single and family average rates.

The Employer's premium share of 90 percent (90%) shall be paid on behalf of full-time and part-time employees as provided in the Employer's Agreement with OCSEA.

Eligibility provisions for employees enrolling in State provided health care plans shall remain the same as those in effect in the Employer's Agreement with OCSEA.

At least every other year the Employer shall conduct an open enrollment period, at which time employees shall be able to enroll in a health plan, continue enrollment in their current plan, or switch to another plan, subject to plan availability in their area. The timing of the open enrollment period shall be established by the Director of The Department of Administrative Services (DAS), in consultation with the Joint Health Care Committee. Changes outside of open enrollment may only occur as prescribed in the Employer's Agreement with OCSEA.

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

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

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

## **ARTICLE 56 - INDEMNIFICATION OF MEMBERS**

### **56.01 Indemnification**

The Employer agrees to indemnify bargaining unit members in accordance with the Ohio Revised Code Section 9.87. The Employer shall further indemnify bargaining unit members, under the circumstances and in accordance with the procedures set forth in the Ohio Revised Code Section 9.87, from liability for compensatory or punitive damages incurred in the performance of their duties by paying any judgement in, or amount negotiated in settlement of, and civil action arising under the law of the State of Ohio, the law of any other state or under federal law. The actions of the Ohio Attorney General pursuant to the Ohio Revised Code Section 9.87 are not subject to the grievance or arbitration provisions of this Agreement.

### **56.02 Insurance Policy**

The Employer agrees to remit to the Union an amount to be applied toward the payment of a premium by the Union 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 employee 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 be paid in accordance with the following pay schedule effective with the pay period which includes July 1, 1997. The effective increase for all pay ranges shall be three percent (3%).

	<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	\$17.08	\$18.03	\$19.00	\$20.05	\$21.17	\$22.33
Annual	\$34486	\$36400	\$38376	\$40498	\$42744	\$45094

**60.03 Pay Schedules**

Employees in the bargaining unit shall be paid in accordance with the following pay schedule effective with the pay period which includes July 1, 1998. The effective increase for all pay ranges shall be three percent (3%).

	<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	\$17.59	\$18.57	\$19.57	\$20.65	\$21.81	\$23.00
Annual	\$36587	\$38626	\$40706	\$42952	\$45365	\$47840

**60.04 Pay Schedules**

Employees in the bargaining unit shall be paid in accordance with the following pay schedule effective with the pay period which includes July 1, 1999. The effective increase for all pay ranges shall be three percent (3%).

	<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	\$18.12	\$19.13	\$20.16	\$21.27	\$22.46	\$23.69
Annual	\$37690	\$39790	\$41933	\$44242	\$46717	\$49275

**60.05 Probationary Step Movement**

All employees shall be paid at step 5 of the wage scale and upon successful completion of the probationary period the employee shall receive a step increase to step 6 of the pay range.

**ARTICLE 61 - ERRONEOUS WAGE PAYMENTS**

In instances where wages in excess of \$50.00 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. The established rate shall be seventy (.70) cents per hour for second shift and third shift. All fill-in shifts will receive 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 sixty (\$60.00) dollars plus tax per day for required lodging and up to twenty-five (\$25.00) dollars 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/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 Union. 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 become effective on July 1, 1997, and shall terminate at 11:59 p.m. on June 30, 2000.





**APPENDIX A - LAYOFF JURISDICTIONS**

**District #1**

Williams	Henry	Hancock
Fulton	Defiance	Hardin
Lucas	Paulding	Allen
Wood	Putnam	Van Wert

**District #2**

Ottawa	Seneca	Crawford
Erie	Huron	Wyandot
Sandusky	Richland	Marion

**District #3**

Lorain	Stark	Ashland
Medina	Wayne	Holmes
Summit	Cuyahoga	

**District #4**

Lake	Trumbull	Mahoning
Ashtabula	Portage	Columbiana
Geauga		

**District #5**

Mercer	Champaign	Preble
Auglaize	Miami	Montgomery
Shelby	Darke	Clark
Logan		

**District #6**

Union	Licking	Pickaway
Delaware	Franklin	Fairfield
Morrow	Madison	Perry
Knox		

**District #7**

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

**District #8**

Butler	Clinton	Clermont
Warren	Highland	Brown
Greene	Hamilton	Adams
Fayette		

**District #9**

Ross	Vinton	Scioto
Hocking	Jackson	Lawrence
Athens	Pike	Gallia
Meigs		

**APPENDIX B - Drug-Free Workplace Policy**

**Section 1. Statement of Policy<sup>2</sup>**

A. Both the State and the Union desire a workplace that is free from the adverse effects of alcohol and other drugs. As such, both parties acknowledge that substance abuse is a serious and complex, yet treatable,

condition/disease that adversely affects the productive, personal and family lives of employees. The parties further acknowledge that substance abuse may lead to safety and health risks in the workplace, for the abusers, their co-workers, and the public-at-large. Accordingly, the State and the Union pledge to work collaboratively in programs designed to reduce and eradicate the abuse of alcohol and drugs.

- B. The Union recognizes the need to address problems associated with having on-duty employees under the influence of alcohol or drugs. The Union also recognizes the State's obligations under the Federal Drug-Free Workplace Act of 1988 and other Federal laws and regulations concerning the controlling of substance abuse in the workplace. At the same time, the State recognizes employees' rights to privacy and other constitutionally guaranteed rights, as well as the due process and just cause obligations of this Agreement. Both parties agree that the emphasis of any drug-free workplace programs shall be to prevent and rehabilitate employees and to abate risks created by employees who are on duty in an impaired condition.
- C. The State will periodically provide information and training programs concerning the impact of alcohol and other drug use on job performance, as well as information concerning the State's Employee Assistance Program and any other resources that an employee or his/her family may contact for assistance in overcoming an alcohol and/or other drug problem. All bargaining unit employees shall be furnished with a copy of the Employer's drug-free workplace policies within thirty (30) days of initial employment with a state agency. Additionally, each employee will similarly be provided with a written description of the Employer's drug testing policy, including the procedures under which a test may be ordered, procedures for obtaining samples for testing, how testing will be conducted and reported to the Employer and employees; and the potential consequences of refusing to submit to testing or of positive test results. In addition, managers and supervisors shall be provided training about the Drug-Free Workplace Policy and alcohol and the drug-testing program in order to ensure that the policy and program are administered consistently, fairly, and within appropriate Constitutional parameters.

Notice of these procedures will be provided to all employees covered by the testing no later than May 31, 1998. Training will be provided to all covered employees prior to implementation based upon agreement of the parties, joint training by the parties can be provided on an Agency basis. New employees who are covered will be provided notice and training prior to testing.
- D. Any employees suffering from a substance abuse problem shall receive the same careful consideration and offer of treatment that is presently extended under the State's existing benefit plans to those employees having other mental health and substance abuse conditions, as well as under the Employee Assistance Plan established under Article 41 of this Agreement. The same benefits and insurance coverages that are provided for all other illnesses, diseases, and/or physical or psychological conditions, under the State's established health insurance benefit plan, shall be available for individuals who accept medically approved treatment of alcoholism or drug dependency.
- E. An employee's refusal to accept referral for diagnosis or to follow the prescribed treatment will be handled in accordance with other policies relating to job performance, subject to the contractual grievance/arbitration procedures and other provisions of this Agreement. No person with a substance abuse problem shall have his/her job security or promotional opportunities jeopardized by a request for diagnosis and/or treatment. Continued unacceptable job performance, attendance, and/or behavioral problems will result in disciplinary action, up to and including termination.
- F. The confidential nature of the medical records of employees with substance abuse problems shall be maintained pursuant to both Ohio and Federal laws. Similarly, all records relating to drug tests and their results shall be maintained in accordance with Ohio and Federal laws.
- G. All Department heads, managers, and supervisors are responsible for adherence to, and implementation, enforcement, and monitoring of, this policy.

## **Section 2. Drug-Testing Conditions**

### **A. State Testing**

#### **1. Reasonable Suspicion**

Employees covered by this Agreement may be required to submit a urine specimen for testing for the presence of drugs or a breath sample for the testing of the presence of alcohol:

Where there is reasonable suspicion to believe that the employee, when appearing for duty or on the job, is under the influence of, or his/her job performance, is impaired by alcohol or other drugs. Such reasonable suspicion must be based upon objective facts or specific circumstances found to exist that present a reasonable basis to believe that an employee is under the influence of, or is using or abusing, alcohol or drugs. Examples of reasonable suspicion shall include, but are not limited to, slurred speech, disorientation, abnormal conduct or behavior, or involvement in an on-the-job accident resulting in disabling personal injury requiring immediate

hospitalization of any person or property damage in excess of \$2,000, where the circumstances raise a reasonable suspicion concerning the existence of alcohol or other drug use or abuse by the employee. In addition, such reasonable suspicion must be documented in writing and supported by two witnesses, including the person having such suspicion. The immediate supervisor shall be contacted to confirm a test is warranted based upon the circumstances. Such written documentation must be presented, as soon as possible, to the employee and the department head, who shall maintain such report in the strictest confidence, except that a copy shall be released to any person designated by the affected employee.

## **2. Random Testing**

All employees covered by this Agreement shall be subject to random drug testing.

### **B. Federal Testing**

Employees who are required to be tested pursuant to Federal laws and/or Federal regulations shall be tested in accordance with those laws and regulations.

## **Section 3. Testing Procedures and Guarantees**

### **A. State Testing**

1. Procedures and protocols for the collection, transmission and testing of the employees' samples shall conform to the methods and procedures provided by Federal regulations pursuant to the Federal Omnibus Transportation Employee Testing Act of 1991.
2. Employees shall have the right to consult with a Union representative, if one is available one hour prior to testing, and a Union representative may accompany the employee to the specimen collection site as long as reasonable suspicion is called for by the Employer.
3. The random testing pool shall be maintained and administered by the Drug-Free Workplace Services Program of the Department of Administrative Services. The percentage of employees to be tested annually will vary during the first two (2) years of the Agreement, the percentage of the employees to be tested annually at up to 30% of the random testing pool. During the last year of the agreement, the percentage of the employees to be tested annually can vary from 10% to 30% of the average total of the random testing pool.
4. The Drug-Free Workplace Office of DAS may issue the random testing list to the Ohio Highway Patrol Central Office. The agency Central Office shall issue a list of employees to the appropriate Facilities/Institutions. Any employee included on the list who is subject to a random test shall be tested within 72 hours after the Facility/Institution has received the random list. Any employee who is not tested within 72 hours after the Facility/Institution receives the list shall not be tested as a result of that list.
5. A test result which indicates a .04% blood alcohol level will be considered a positive test. No consequences will attach to any result below a .04% level.
6. The employee shall be responsible for the cost of all follow-up alcohol and drug tests that are ordered by the Employer.

### **B. Federal Testing**

1. The Employer will comply with all provisions of the Federal Omnibus Transportation Employee Testing Act of 1991 and the Federal Drug Free Workplace Act of 1988 and any other Federal laws and regulations covering the control of substance abuse in the workplace. Any proposed policies or guidelines proposed by the Employer to comply with these regulations will be provided to the Union. The Employer will comply with any bargaining obligations as required by law.
2. The random testing pool shall be maintained and administered by the Drug Free Workplace Services Program of the Department of Administrative Services.

## **Section 4. General Provisions Applicable To All Testing**

- A. Subject to the reasonable requirements of the laboratory, the Union shall have the right, upon reasonable request made to the laboratory, to inspect and observe any aspect of the drug testing program, with the exception of individual test results. The Union may inspect individual test results, if the release of such information is authorized, in writing, by the affected employee.
- B. Covered employees will be selected from the random selection pool by a computer-driven random number process based upon the position control numbers of all positions for which testing is required. Procedures will be developed by each Agency and work site with the approval of the Drug Free Workplace Services pursuant to state wide policy.
- C. Periodically, at the Union's discretion, the Union shall have the opportunity to audit the State's sampling and testing procedures.
- D. If the employee is sent home after notice is received by the Employer that he/she tested positive the Employer shall place the employee on administrative leave with pay pending notice of the pre-disciplinary meeting. If the

employee does not waive the 72 hour pre-disciplinary meeting requirement, the employee shall be placed on approved administrative leave without pay and may use any accruals to cover the time off.

- E. All sample collection shall be conducted off-site by professional non-state personnel subject to the requirements of the testing lab unless the parties on a facility-by-facility basis mutually agree to an alternative sample collection process.
- F. Travel time and testing are to be considered "time worked" for compensation purposes.

**Section 5. Notice of Drug-Related Convictions**

As required by the Federal Drug-Free Workplace Act of 1988, each employee covered by this Agreement is required to notify his/her agency head or his/her designee, within five (5) days after he/she is convicted of a violation of any federal or state criminal drug statute, provided such conviction occurred at the workplace or any location where the employee is working at the time of the incident which led to the conviction. Each agency is required to notify any federal agency with which it has a contract or grant, within ten (10) days after receiving notice from the employee, of the fact of such conviction. Any employee's failure to report such a conviction will subject such employee to disciplinary action, up to and including termination consistent with the just cause standards set forth in Article 19 of this Agreement. An agency head or his/her designee may refer such employees to the Employee Assistance Program for referral and treatment.

**Section 6. Disciplinary Action**

On the first occasion in which any employee who is determined to be under the influence of, or using, alcohol or other drugs, while on duty, as confirmed by testing pursuant to this policy, the employee shall be given the opportunity to enter into and successfully complete a substance abuse program certified by the Ohio Department of Alcohol and Drug Addiction Services. No disciplinary action shall be taken against the employee, provided he/she successfully completes the program. Last chance agreements shall not be effective for longer than five (5) years, except if any of the following situations led to the drug or alcohol testing, in which case the last chance agreement shall be of an unlimited duration:

1. Any accident involving a fatality;
2. Any accident in which there is disabling damage to the vehicle(s) requiring tow-away; or
3. Any accident in which off site medical treatment was required.

Any last chance agreements entered into during the term of the last contract shall be subject to the above provision.