# CONTRACT

BETWEEN

**Ohio State Troopers Association, Inc. Unit 1 & 15**

AND

**THE STATE OF OHIO**

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**2012-2015**

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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

This Agreement represents the entire agreement between the Employer and the Union and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, practices, and benefits previously and presently in effect, may be modified or discontinued at the sole discretion of the Employer. This section alone shall not operate to void any existing or future Ohio Revised Code (ORC) statutes or rules of the Ohio Administrative Code (OAC) and applicable federal law.

To the extent that State statutes, regulations or rules promulgated pursuant to ORC 119 or Appointing Authority directives provide benefits to State employees in areas where the Agreement is silent, such benefits shall be determined by those statutes, regulations, rules or directives.

## 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 and Bargaining Unit Chairperson(s) 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

The Union agrees that all of the function, rights, powers, responsibilities and authority of the Employer, in regard to the operation of its work and business and the direction of its workforce which the Employer has not specifically abridged, deleted, granted or modified by the express and specific written provision of the Agreement are, and shall remain, exclusively those of the Employer.

Accordingly, the Employer retains the rights to: 1) hire and transfer employees, suspend, discharge and discipline employees; 2) determine the number of persons required to be employed or laid off; 3) determine the qualifications of employees covered by this Agreement; 4) determine the starting and quitting time and the number of hours to be worked by its employees; 5) make any and all rules and regulations; 6) determine the work assignments of its employees; 7) determine the basis for selection, retention and promotion of employees to or for positions not within the bargaining unit established by this Agreement; 8) determine the type of equipment used and the sequences of work processes; 9) determine the making of technological alterations by revising the process or equipment, or both; 10) determine work standards and the quality and quantity of work to be produced; 11) select and locate buildings and other facilities; 12) transfer or sub-contract work; 13) establish, expand, transfer and/or consolidate, work processes and facilities; 14) consolidate, merge, or otherwise transfer any or all of its facilities, property, processes or work with or to any other municipality or entity or effect or change in any respect the legal status, management or responsibility of such property, facilities, processes or work; 15) terminate or eliminate all or any part of its work or facilities.

## 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 November 9, 2006 (Case No. 06-REP-03-0042 & 06-REP-03-0043). This Agreement includes all permanently appointed full and part-time employees employed in the Department of Public Safety, Division of the Ohio Highway Patrol in classifications and positions listed in Appendix A of this Agreement. The Employer shall notify the Employee Organization of any changes in the classification plan, sixty (60) days prior to the effective date of the change or as soon as the changes become known to the Employer whichever occurs first.

### 5.02 Resolution of Dispute

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

**5.03 Bargaining Unit Work**

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

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

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

The parties recognize 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, accessing trooper files, and conducting internal investigations.

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

## ARTICLE 6 - NO STRIKE PROVISION

**6.01 Union Prohibition**

The Union does hereby affirm and agree that during the term of this Agreement it will not either directly or indirectly, call, sanction, encourage, finance or assist in any way, nor shall any employee instigate, or participate, either directly or indirectly, in any strike, slowdown, walkout, work stoppage or the withholding of services from the Employer. Nothing herein is intended to restrict in any way the Union's right and ability to represent any member or members alleged to have violated the prohibitions set forth in this section.

**6.02 Affirmative Duty**

In addition, the Union shall cooperate at all times with the Employer in the continuation of its operations and services and shall actively discourage any violation of this Article. If any violation of this Article occurs, the Union shall immediately notify all employees that the strike, slowdown, work stoppage, or other concerted interference with or the withholding of services from the Employer is prohibited, and not sanctioned by the Union. The Union will inform all employees of their obligation to return to work immediately.

**6.03 Disciplinary Actions**

It is further agreed that any violation of the above shall be sufficient grounds for immediate disciplinary action. Any such disciplinary action may be appealed pursuant to Article 20 herein contained.

**6.04 Employer Prohibition**

The Employer agrees that it shall not lock-out any employees.

## 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 can 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 purposes 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.

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

If at least one of the married members of the Highway Patrol is in bargaining unit 15, the spouses will be assigned to adjoining posts when possible, based on available vacancies; 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/equal employment opportunity, as regards job opportunities within the agencies covered by the contract.

The Employer may also undertake 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 Union Delegate and Officer Leave

A bank of one thousand five hundred (1500) hours for Bargaining Unit 1 and a bank of three hundred (300) hours for Bargaining Unit 15 for each year of the Agreement of paid time off will be made available to members 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 one thousand five hundred (1500) hours. Such reimbursement shall be made to Highway Patrol Operating Account, Fund 036. Any employee using this time off shall receive his regular pay without loss of benefits, seniority or service credit.

This leave may be used in conjunction with paid time such as compensatory time, personal leave and vacation at the option of the member.

The Union will notify the Employer of the names of those employees who may use this paid leave. The Union will notify the Employer of the dates of all

conferences and conventions to which delegates may be sent two (2) months in advance of the event.

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

All requests for any form of time off from work pursuant to this Article must be made by completing a form or log provided by the Employer. No employee will be granted any time off pursuant to this Article, without completing the form or log prior to the utilization of such time, and securing of permission to utilize such time. The employee shall enter on the form the time the leave commences, and upon returning the employee shall enter the return time. Employees who do not return to their worksite prior to the end of the employees' workday shall complete the form at the beginning of the employees' next workday. In the absence of a mutually agreed to form the employee shall use state leave forms.

Any employee granted time off pursuant to this Article shall be available by phone for emergency call back.

**8.02 Steward Time**

**a. Bargaining Unit 1**

The Union may designate one steward and alternate at each Division facility. Stewards shall be allowed a reasonable amount of time away from their regular duties to administer the Agreement at the facility where they work. If a Facility Steward is unavailable, a Chief Steward shall be allowed a reasonable time away from his/her duties to administer the Agreement at facilities within their district. During such time, they shall continue to be paid at their regular rate and shall receive all fringe benefits and seniority accrual.

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

Additionally, Union members who are delegates to the Union conference (sixty (60) maximum) shall receive paid time off to attend such conference. The Union shall provide written notification to the Employer of the appointment of stewards, or alternates 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. With the exception of the elected President of the Union, cross unit representation is not permitted.

**b. Bargaining Unit 15**

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 (fifteen (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.

**c. Union's Legal Committee**

The Union's Legal Committee members (three (3) from Bargaining Unit 1 and two (2) from Bargaining Unit 15) shall be permitted time off with pay to attend meetings up to four (4) times per year. The Union will notify the Employer at least twenty-one (21) days in advance of the meeting date. During such time, they shall continue to be paid at their regular rate and shall receive all fringe benefits and seniority accrual. All travel, lodging, and meal expenses of the employees involved shall be the responsibility of the Union. The Union shall provide written notification to the Employer of the appointment of Legal Committee members by July 1 of each year and as soon as practicable when a replacement is named.

**8.03 Paid/Reimbursed Release Time**

The Union may designate up to three (3) Bargaining Unit 1 members and one (1) Bargaining Unit 15 member for release from their job duties at no loss of pay, seniority or other benefits to perform Union business. In addition the Union may designate eighteen (18) officers from Bargaining Unit 1 who may utilize up to eighty (80) hours of paid release time pursuant to this paragraph each year and Bargaining Unit 15 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 employee released from their job duties shall be permanently assigned to the facility 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 facility or a facility within thirty (30) miles of his/her current residence, or another facility otherwise mutually agreed upon.

The Union shall reimburse the Employer for the full and total cost of the wages and benefits (e.g. wages, pension fund contributions, health insurance, etc.) Such reimbursement shall be made to Highway Patrol Operating Account, Fund 036.

**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 facility 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 Funerals**

Up to two (2) uniformed State Highway Patrol members in Bargaining Unit 1 may receive leave with pay to attend the funeral of State Highway Patrol Officers, State Police Officers, or other Law Enforcement Officers 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. No expenses associated with such leave will be paid by the Employer. For funerals in adjoining states, the Officers attending may drive a marked cruiser.

Additional bargaining unit members may attend funerals as outlined above in an off-duty status, provided they are compliant with HPFP standards.

**8.06 Negotiating Committee**

The Union Bargaining Committee shall consist of seven (7) Bargaining Unit 1 employees and four (4) Bargaining Unit 15 employees. Members of the negotiating team shall be granted paid administrative leave for the time of each negotiating session. Paid administrative leave shall be limited to eight (8) hours for each day of negotiations. The Highway Patrol will assign persons assigned to the bargaining team to the day shift with weekends off. If negotiations are suspended for any extensive period of time, the members of the negotiating team will be returned to their normal work schedule. Administrative leave shall be limited to a total of one hundred sixty (160) hours for each employee involved in the negotiation process. The Union bargaining committee team will each receive five (5) eight (8) hour days of paid leave to prepare for negotiations. All travel, lodging, and meal expenses of the employees involved shall be the responsibility of the employee organization. Members of the Union bargaining team shall not use State vehicles for transportation to bargaining sessions.

The parties shall jointly create a committee to administer training on the collective bargaining agreement.

**8.07 Meetings and Facilities**

The use of conference rooms at Patrol posts and/or the Academy 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 Academy. 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.

**8.08 Cadet Class Orientation**

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

**8.09 In-Service School Orientation**

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 Union Dues for the Ohio State Troopers Association**

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

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

**9.02 Fair Share Fee**

All members of the bargaining unit shall either become dues paying members of the Union or as a condition of continued employment, 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 application of this provision.

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

**9.04 Religious Accommodation Pursuant to Title VII**

An employee may file notice with the Union, at its Central Office, challenging the deduction of dues or fair share fees on the basis of bona fide, sincerely held religious beliefs under Title VII. The notice must contain a current mailing address and his/her employee ID number. Upon receipt of said notice, the Union shall notify the Office of Collective Bargaining (OCB) in writing, that the dues or fair share fees of the employee are to be withheld, but not remitted to the Union, until further notice. The Union shall forward an "Application for Religious Exemption" to the employee for completion.

The application shall be reviewed for approval within sixty (60) days of receipt. Should the parties be unable, within this time period, to resolve this matter by either a written agreement or withdrawal of the application, the matter shall be set for arbitration. Similarly situated applications may be scheduled for arbitration collectively. The employee(s) and the Union shall mutually agree upon an Arbitrator, and except as may otherwise be agreed upon, in writing, between the employee and the Union, the arbitration shall be conducted in accordance with this agreement. If the parties cannot agree to an Arbitrator, then they shall secure a list of seven (7) Arbitrators from FMCS and use the alternative strike method to determine the Arbitrator. The expense of the arbitration shall be borne by the Union.

The Arbitrator shall analyze the claim in accordance with the standards of Title VII and all applicable case law. If the Arbitrator determines that the employee is entitled to relief under Title VII, the Arbitrator shall direct that the appropriate portion of the dues or fair share fee attributable to the employee be directed to a charitable organization mutually agreed upon between the employee and the Union. If the Arbitrator determines that the employee is not entitled to relief under Title VII, then the application shall be dismissed. Any accommodation shall comply with Title VII. The Union shall forward a copy of the arbitration decision to OCB in order to direct the payment of funds that have been withheld but not remitted to the Union, and any future dues or fair share fees of the affected employee in compliance with the decision and this section.

## 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. Each Patrol facility may, at the Union's discretion, have a Union information book containing information affecting Union members to be maintained by the Post/Facility Steward.

The Union agrees not to post or place in the Union information book 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 OSTA MEMBERS

OSTA staff representatives may ride with members of the bargaining unit whenever they so desire, with permission from the appropriate supervisor, provided that an appropriate waiver of liability is executed.

## ARTICLE 14 - OHIO TROOPERS COALITION MAGAZINE

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 OSTA to maintain the highest standards of safety and professionalism in the Highway Patrol.

The Employer and the OSTA 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 to review health and safety issues in the workplace. This committee may meet up to six (6) times per year by call of either the Employer or the Union 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. Both parties have an obligation to respond in good faith to 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, in writing, reasons why the problem cannot be abated in an expeditious manner. Should an employee not be satisfied with the written response received, the employee shall be able to file a grievance directly at Step Two (2) of the grievance procedure outlined in Section 20.07.

**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.

## ARTICLE 16 - PROBATIONARY EMPLOYEES

**Probationary Periods**

All newly hired employees shall serve a probationary period. The

probationary period for Troopers shall be three hundred and sixty-five (365) days. The probationary period for Sergeants, Dispatchers and Electronic Technicians shall be one hundred eighty (180) days. Current probationary employees shall serve the probation period in effect as of the date of initial employment.

A probationary period for an employee may be extended by mutual agreement between the Union and Management.

During an initial probationary period, the Employer shall have the sole discretion to discipline or discharge probationary employee(s) and any such probationary action shall not be appealable through any grievance or appeal procedure contained herein or to the State Personnel Board of Review.

During a promotional probationary period, the Employer maintains the right to demote the employee to the classification that the employee previously held. Any such demotion shall not be appealable through the Grievance and Arbitration procedure herein contained or the State Personal Board of Review.

An employee's probationary period may be extended by a period equal to employee leaves of fourteen (14) consecutive days or longer, except for approved periods of vacation leave. E.g. disability leave, adoption/childbirth, or any other leaves of fourteen (14) consecutive days or longer shall not be counted toward the employee's original or promotional probationary period.

The Employer will not modify the duration of a probationary period of a classification without the agreement of the Union.

Employees in their initial probationary period shall be allowed to enter transfer requests pursuant to Article 30. If the transfer request is granted, it shall become effective upon successful completion of his/her probationary period.

## ARTICLE 17 - PERSONNEL FILES

### 17.01 Inspection of Personnel Files

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

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

### 17.02 Number of Personnel Files and Documents

There shall be only one official personnel file for each employee which shall be maintained in the (Central) personnel office of the 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. The retention period shall be extended by a period equal to employee leaves of fourteen (14) consecutive days or longer, except for approved periods of vacation leave. Employees who are terminated and subsequently returned to work without any discipline through arbitration, shall have the termination entry on their Employee History on Computer (EHOC) stricken.

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.

**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. Notwithstanding Ohio Revised Code (ORC) 9.84, employees who are interviewed or testify during an investigation have no right to a private attorney, unless authorized by the Union.
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.
6. When a supervisor is either the complainant or a witness to the alleged events leading to an administrative investigation being opened, the supervisor shall not be the investigating officer.

7. In the event a bargaining unit member files any complaint involving a Lieutenant or higher rank, it shall not be investigated by a lesser ranking officer or any individual from the same District as the complainant.
8. If issues regarding disciplinary action taken as the result of random viewing of in-car camera video arise during the course of this Agreement, the Union shall request a meeting with the Ohio State Highway Patrol Standards Unit to discuss the issues.

**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 D.

**18.05 Line-up**

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

**18.06 Polygraph Machine**

No employee shall be required to take a polygraph examination as a condition of retaining employment, nor shall an employee be subject to discipline for the refusal to take such a test.

**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.

The administrative investigation must be completed within sixty (60) days from the inception of the investigation unless mutually agreed otherwise. The Union shall not unreasonably deny an extension of the timeframe.

Notice of disciplinary action must be given within forty-five (45) days following completion of the administrative investigation, unless mutually agreed otherwise. The Union shall not unreasonably deny an extension of the timeframe.

**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.

The complaint form distributed and posted on the website will include a reference to ORC §2921.15.

## 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 his/her 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 but in no case longer than sixty (60) days.

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**

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.

**19.07 Abeyance Agreements**

The parties agree that it may sometimes be in the best interest of the parties to participate in the negotiation of discipline abeyance agreements, including Last Chance Agreements. The parties further agree that such agreements should be entered into under the spirit of the collective bargaining agreement. Abeyance agreements entered into pursuant to Appendix C are not subject to this Section.

Abeyance agreements, including Last Chance Agreements, shall be two (2) years in duration and shall be signed by a representative of the Employer, the Union, and the Employee.

Violations of any cited work rule may cause the abeyance agreement to be invoked during the life of the agreement, pursuant to the three conditions stated below. A violation of the work rules within Performance of Duty 4501:2-6-02(B) must be of a same or similar nature to cause the abeyance agreement to be invoked. A non-sworn employee charged with a violation of work rule 501.01(C)(10)(b), Neglect of Duty, must be of a same or similar nature to cause the abeyance agreement to be invoked.

1. Grievance rights related to a discipline action under the agreement will be limited to a challenge of whether his/her behavior constitutes a violation of a triggering work rule(s). The level of discipline may not be challenged or made an issue at arbitration.
2. The Employee retains all rights to the grievance procedure provided in the labor agreement for violations not included within the abeyance agreement. If the Employee abides by the agreement, and the agreement is not invoked within two years of the signing, the agreement will become void and no active record of it will remain.
3. The parties agree the agreement is non-precedent setting and will not be used in any unrelated hearing, grievance, arbitration, or negotiation. The agreement may be used by either party to enforce its provisions.

## 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 removals, or reduction in position 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. A 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 the 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 speakerphone or telephone conference call at the Employer's discretion.

A Union representative shall attend this meeting. He/she may represent the grievant, if such representation is desired by the grievant. A post steward shall attend all Step II meetings–conducted at his/her facility. If the post steward is unavailable the chief steward (District) shall attend the meeting or shall select a post steward from an adjacent post to attend the hearing. 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 - Arbitration**

If the Union is not satisfied with the answer at Step 2, 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 (OCB) within fifteen (15) days after receipt of the Step 2 decision. OCB shall have sole management authority to grant, modify or deny the grievance at Step 3. 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. The parties shall strive to schedule all grievances within two hundred forty (240) days from the date OCB receives the request for arbitration. The timeframe may be waived by mutual agreement between the Union and OCB.

**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 mutual agreement of both parties. 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. Witness**

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 forty-five (45) 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, 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. The Union will provide the Employer ten (10) days notice of employee witnesses who are not scheduled to work B shift (day shift) the day of the arbitration. The Employer will adjust the schedule of the employee witnesses to schedule the witness on B shift (day shift) the day of the arbitration. The Employer has the right to adjust other employee schedules to avoid the payment of overtime or any premium pay, including but not limited to double-back or dispatcher premium.

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. No grievance meeting will be held. The Employer will review the facts of the case along with any additional information provided by the Union. A written response will be provided. 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 2 decision. Those disciplinary grievances involving suspensions of ten days or greater shall be scheduled for arbitration within 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 steward 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 steward 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 steward or an alternate shall attend the meetings scheduled at each step of the grievance procedure. In the event an employee refuses or fails to attend an arbitration hearing, the Union must, except in extraordinary circumstances, proceed with the hearing or withdraw the grievance. Failure to attend due to disability or an application for disability does not constitute an extenuating circumstance.

**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 a 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 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 judgment of 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.
4. Grievances that require direct filing at Step 2 must be filed within fourteen (14) days of the date on which any grievant covered by the grievance knew or reasonably should have had knowledge of the event giving rise to the grievance.
5. Grievances involving denial of leave, equalization of overtime opportunities or denial of overtime, if not resolved at an earlier step of the grievance procedure, will be reviewed by a joint grievance committee. The committee will be made up of two (2) Union representatives and two (2) Employer representatives, designated by the parties. One Management representative shall be from the Office of Field Operations. This committee will not meet until there are seven (7) grievances ready for their review. Either party may waive review by the committee and the Union may advance the grievance in

accordance with the grievance procedure. A majority decision by this committee will be binding upon all parties. When a vote of individual committee members does not result in a majority determined resolution of the grievance, the parties agree the grievance may be advanced by the Union for resolution under the procedures outlined in Section 20.12.

**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 ten days or less. 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. 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 two (2) per side including the grievant and the investigating officer. 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. 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 persons to be scheduled off work at any one time.

**21.03 Application**

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

## ARTICLE 22 - HIGHWAY PATROL DISPATCHERS

**22.01 Definitions**

For purposes of this Article, the classification "Dispatcher" will include Communication Technician**.**

**22.02 Meals and Breaks**

Whenever possible Dispatchers will be relieved for a lunch break, not to exceed one-half hour, at or near the halfway point through the shift when feasible. If during the break, a situation arises that it is necessary for the dispatcher to return to dispatching duties, they will do so without delay and they shall be paid an additional amount of wages equal to the straight time wage rate for the period of the lunch break lost, up to one half hour.

The Employer will make every reasonable effort to provide each Dispatcher with two (2) ten minute breaks during each eight (8) hour shift in addition to the lunch break.

**22.03 Uniforms**

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

**22.04 Riding With Troopers**

Inasmuch as Management and the Union realize that Dispatchers riding with line Troopers is beneficial to both parties, it is agreed that Dispatchers will be permitted to ride with Troopers with the approval of a Post supervisor.

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

**22.05 Prisoners**

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

**22.06 Training**

To the extent practical, the Employer shall provide training to Dispatchers in

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

The Employer may adjust the schedule of any dispatcher with fourteen (14) calendar days' notice to accommodate the training of dispatchers.

**22.07 Bridged Dispatchers**

1. Whenever MARCS or CAD operations of one Highway Patrol Facility are bridged to another Highway Patrol Facility for operational considerations, the Dispatcher performing the dispatching duties shall receive a "Dispatch Premium" of four dollars ($4.00) per hour for all hours that the bridging occurs. No premium will be paid for bridging that is less than thirty (30) minutes in duration. Any bridging that is more than thirty (30) minutes will be rounded to the nearest hour.
2. No premium shall be paid to bridge facilities for the purpose of facilitating dispatcher meal and/or desk breaks.
3. No premium shall be paid to dispatchers working at the Communication Center unless more than two (2) posts are bridged to one (1) CAD for a duration longer than thirty (30) minutes.
4. The most senior dispatcher on duty will be offered the opportunity to work the bridged CAD. If the most senior dispatcher declines, the least senior dispatcher on duty will be required to work the bridged CAD.

**22.08 Schedule Changes**

1. The parties recognize that the Employer operates a continuous operation. The Employer may change the scheduled days off of any dispatcher for operational reasons. The scheduled days off of a relief dispatcher shall be changed before the scheduled days off of a permanent dispatcher are changed.
2. The Employer may change the shift starting times of relief and traveling dispatchers for operational reasons.
3. Changes made to any dispatcher's schedule with less than fourteen (14) calendar days' notice shall result in the affected dispatcher receiving the Dispatch Premium for all affected hours worked.
4. Dispatchers may lock-in three (3) time off days during a six month period subject to the following provisions:
    a. Dispatchers shall be permitted to submit lock-in requests on a first-come first-serve basis anytime following the administration of the vacation window period, provided the request is made and presented to the facility administrator at least fourteen (14) days in advance of the date requested. These requests will only be approved if uninterrupted on-site dispatching operations can be maintained without the payment of any dispatch premium or overtime.
    b. Only one (1) dispatcher will be permitted to lock-in a particular date at a facility.
    c. During the week where a locked-in date occurs, the Employer may deny any subsequent time-off requests during that week.

**22.09 Alternate Report-In Locations**

1. If a Dispatcher, excluding "Travelers," is required to work at a facility other than where the Dispatcher submitted his/her shift bid they will be paid Dispatch Premium for all hours worked at the alternate report-in location.
2. If a "Traveler" is required to work at a facility other than one of the three facilities designated as their report-in locations, they will be paid Dispatch Premium for all hours worked at the alternate report-in location.
3. Additional mileage and travel time that occurs as a result of reporting to a facility other than the assigned report-in location, or in the case of a "Traveler" to their primary report-in location shall be counted as hours worked and the additional mileage shall be paid at the current rate as referenced in Section 25.02.

**22.10 Dispatcher Transfers**

When the Employer determines a vacant dispatcher position exists, the Employer will survey the active transfer list and fill the position based on seniority prior to a public posting.

## ARTICLE 23 - SPECIALTY POSITIONS

**23.01 Pilots**

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

**23.02 Dog Handlers (Unit 1 only)**

Dog Handler positions shall be posted in accordance with Section 30.01. Selection of the employee to fill the position shall be based upon ability and seniority.

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

**A. Selection Process**

1. Experience as a Trooper.
2. Demonstrate ability to apply good judgment, common sense, and the appropriate Highway Patrol policy to a variety of situations. In addition, performance, education, experience, communication skills, deportment, and supervisory opinion supported by fact will be considered.
3. Demonstrate ability, which may include past interest and participation in the Highway Patrol Drug Interdiction Program.
4. Demonstrate an understanding of the laws of arrest and search and seizure.
5. The Trooper must be in and maintain good physical condition.
6. Demonstrate good communication skills and the ability to act as an instructor or presenter before large groups, both public and law enforcement.
7. The Trooper/Dog Handler and his family must be willing to accept the added responsibility of caring for a large canine. Careful consideration will be given to the impact on the family. A committee representative or designee will meet with the persons who reside with the trooper candidate to ensure all are given a realistic preview of the inherent

possibilities and potential adjustments associated with the dog handler position.

8. The Trooper/Dog Handler must have the ability and sufficient property to have erected a 6x10x6 kennel with a doghouse and to keep a dog at the residence.
9. Trooper/Dog Handlers selected for the assignment must agree to a minimum three (3) year assignment as a Dog Handler. A contract will be entered into by the parties which imposes a financial penalty for failure to fulfill a three (3) year assignment. The monetary penalty will be pro-rated based upon the cost of training the Trooper/Dog Handler. Extenuating mitigating circumstances will be considered.
10. The Trooper candidate will be asked to complete a questionnaire prior to a scheduled interview with the selection committee. The interview will focus on the following areas.
    a. Explanation of the assignment.
    b. Laws of arrest and search and seizure.
    c. A review of the Trooper's qualifications.
    d. The Trooper's interests, expectations and questions concerning the position.
    e. The selection committee will consist of the following staff officers:
        i. Commander, Office of Field Operations, or his/her designee, chairman.
        ii. Commander, Office of Investigative Services, or his/her designee.
        iii. District Commander of the candidate, or his/her designee.

**B. Transfers**

When the Employer determines an opening exists for a Dog Handler, the position will be posted. Transfer requests submitted by Dog Handlers will only be granted when the Employer determines a canine will be assigned to a particular facility and an opening exists.

**C. Report-Back**

A Dog Handler/Criminal Patrol Team member required to report-back, as defined in Section 27.04 shall be paid accordingly. Report-back will be limited to work related emergencies. Dog care related emergencies will not be subject to report-back pay.

**D. Dog Care Compensation**

A Dog Handler work shift shall be eight (8) hours in duration. A Dog Handler shall receive eight (8) hours of dog care compensatory time per two week pay period which shall be designated on the six (6) month schedule. Dog care related emergencies will not be subject to double-back pay.

**E. Dog Handler Assignment**

A canine unit will consist of one Trooper and one canine. Dog Handlers will be assigned to a specific post or district location.

**F. Dog Retirement**

When the Employer determines that a dog can no longer efficiently perform the duties for which it was trained, the dog and the associated non-reusable

equipment shall be given to its Dog Handler, upon the Dog Handler's request, without regard to any property disposal, bidding or other requirements of State law. The dog handler shall accept absolute ownership of the dog, and the Employer shall be held harmless from any and all liability which may arise from ownership of the dog.

**G. Drug Testing**

Dog Handlers shall be subject to the random drug testing policy agreed to by the parties.

**H. Shifts**

1. Dog Handlers shall work forty (40) hours per week on such schedules as operational considerations may require.
2. The parties agree that the permanent shift modifications in this Article will not be considered as a precedent by either party for any purpose in negotiations.

**I. Dog Handler Equipment**

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

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

**23.03 Resident Trooper (Unit 1 only)**

Resident Trooper positions shall be posted in accordance with Section 30.01. Selection of the employee to fill the position shall be based upon ability and seniority.

The following criteria will be used to determine the ability of a Trooper to carry out the varied responsibilities associated with being a Resident Trooper.

**A. Selection Process**

1. Must have at least three (3) years experience as a Trooper.
2. Must reside in the county where they apply, or commit to relocate to saidcounty within six (6) months.

**B. Scheduling**

1. Schedules for Resident Troopers will be bid by seniority, most senior first, at each facility. Troopers will bid upon two reasonably equal three-month periods that shall begin on the first day of the pay period that includes March 1st and September 1st of each year.
2. Vacations shall be scheduled in accordance with Section 43.04 among members of the unit.
3. The report-in location for Resident Troopers shall be their assigned posts. When required to report directly to their assigned posts, they will arrive by their assigned shift starting time.

**23.04 Motorcycle Unit**

Motorcycle Unit positions shall be posted in accordance with Section 30.01. Selection of the employee to fill the position shall be based upon ability and seniority.

The following criteria will be used to determine the ability of a Trooper or Sergeant to carry out the varied responsibilities associated with being a Motorcycle Unit member.

**A. Selection Process**

1. Must have had a valid operator's license with a motorcycle endorsement for two years.
2. Must have successfully completed the Motorcycle Ohio Basic Rider Course, or agree to complete the course prior to assignment to the unit.
3. Must have four (4) years as a commissioned officer with the Division.
4. Must agree to live within a 35-mile radius of the report-in location.
5. Must agree to work where needed within the District they are assigned during inclement weather.
6. Demonstrate the ability to upright a downed motorcycle (approximately 770 lb).
7. The ability to properly mount and dismount the motorcycle.
8. The ability to push the motorcycle in a forward motion the distance of 100 feet and to push the motorcycle in a rearward motion the distance of 25 feet.
9. The applicant may be required to complete a medical, physical or psychological examination at the Employer's expense to evaluate and assess any condition or injury which could interfere with assignment to this unit.
10. The applicant must successfully complete all phases of the prescribed Basic Police Motorcycle Operator Course.
11. Motorcycle Unit members selected for the assignment must agree to a minimum two (2) year assignment as a Motorcycle Unit member. The parties will enter into a contract, which imposes a financial penalty for failure to fulfill a two (2) year assignment voluntarily. The monetary penalty will be pro-rated based upon the cost of training the Motorcycle Unit member. Extenuating mitigating circumstances will be considered.

**B. Scheduling**

1. Schedules for troopers or Sergeants assigned to the Motorcycle Unit will be bid by seniority, most senior first, at each facility. Troopers and Sergeants will bid upon two reasonably equal three-month periods that shall begin on the first day of the pay period that includes March 1st and September 1st of each year.
2. Vacations shall be scheduled in accordance with Section 43.04 among members of the unit.

**23.05 Field Training Officers**

The position of Field Training Officer (FTO) shall be held by a Trooper or 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 FTOs. The District Commander shall make the final selections.

A supplement of eight hundred dollars ($800.00) shall be given to all FTOs for the sixty (60) working day training period. This amount will be prorated 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 the three shifts during the training period.

**23.06 Field Training Dispatchers**

The position of Field Training Dispatcher (FTD) shall be held by a Dispatcher who most closely meets the requirements set forth by the Employer which are outlined in policy OSP 501.16. If the Employer determines there are an insufficient number of qualified volunteers, it may appoint other individuals to be FTDs. The District Commander shall make the final selections.

A supplement of ten dollars ($10.00) per day shall be given to all FTDs for the thirty (30) working day training period. This amount will be prorated at ten dollars ($10.00) per day in instances where the training period is cut short or lengthened. Trainees shall be required to work ten (10) days on each of the three shifts during the training period.

## ARTICLE 24 - HIGHWAY PATROL ELECTRONIC TECHNICIANS

**24.01 Equipment**

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

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

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

When use of personal cell phones is authorized in advance by the Employer, Electronic Technicians may submit requests for reimbursement of cell phone charges incurred while engaged in official State business.

**24.02 Use of Patrol Cars**

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

**24.03 Radio Electronic Workshops**

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

**24.04 Electronic Technicians Training**

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

**24.05 Licensure**

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

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

**24.06 Electronic Technicians Tuition Reimbursement**

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

## ARTICLE 25 - UNIFORMS, WEAPONS, EQUIPMENT

**25.01 General Provisions**

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

**25.02 Patrol Vehicles**

The Highway Patrol may assign departmental vehicles for certain employees to use to properly perform their duties. 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. It is understood that the assignment of vehicles is the sole right of the Employer and will be made on the basis of operational need. Such vehicle assignments are based upon responsibilities of the employee and in part, on an employee's availability to return to duty in a timely fashion when an emergency situation arises. The use of divisional vehicles is for official business purposes only and not for pleasure or personal use.

If departmental vehicles are unavailable and an employee is required to use the employee's own vehicle for official business purposes, the employee will be reimbursed with a mileage allowance set by the Director of the Office of Budget and Management (OBM). The mileage allowance shall not be set less than forty-five ($.45) cents nor greater than the Internal Revenue Service's rate but if the Internal Revenue Service's rate is reduced to an amount lower than forty-five ($.45) cents, the rate will be set at the Internal Revenue Service's rate. If an employee uses a motorcycle, he/she will be reimbursed no less than thirteen

($.13) cents per mile. OBM will examine the mileage allowance quarterly. When the mileage allowance is changed, the Director of OBM shall provide OSTA with notice and a rationale for the change. The mileage allowance for bargaining unit employees shall not be set at a rate lower than the mileage allowance for exempt employees. All employees shall receive travel reimbursements via direct deposit. Employees shall authorize the direct deposit of the travel reimbursement into the same financial institution in which the employee's paycheck is deposited or execute the required documentation to authorize the direct deposit into a financial institution designated by the Board of Deposits for the benefit of the employee.

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 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 marked motor vehicle to and from his/her residence when one or the other spouse involved has been transferred or is assigned to another patrol car.

All Ford Crown Victoria Police Interceptor (CVPI) cruisers used for enforcement purposes will be outfitted with the Fire Panel Vehicular Fire Protection System. If changes are made to future models of the CVPI or the parties identify other viable fire suppression systems to address the issue of fires resulting from rear-end collisions (i.e. gas tank placement), the mandatory requirement shall cease, but will be discussed at a joint Labor-Management Committee.

**25.03 Uniforms and Dry Cleaning**

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

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

Upon presentation of receipts, officers permanently assigned to plain clothes duty will be reimbursed up to nine hundred seventy-five dollars ($975.00) annually for the purchase of suits, shirts, ties, and shoes. At the time of the initial assignment, the trooper/sergeant shall receive one (1) top coat and be reimbursed up to one thousand and fifty dollars ($1050.00) for the purchase of suits, shirts, ties, and 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.

Upon presentation of receipts, officers permanently assigned to the Academy will be reimbursed up to $100 once a year for the purchase of athletic shoes.

Bargaining unit members shall wear the short sleeve uniform from April 15 to November 1.

**25.04 Hats**

Troopers/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 initial purchase price of the weapon for the first year after its purchase and 20 percent less, for each succeeding year until after five (5) years when the purchase price shall be one dollar ($1.00); 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.

In a case where a member is killed in the line of duty, the surviving spouse or other immediate family member may purchase the deceased employee's service weapon, by making a request of the Superintendent. The Superintendent shall have the sole authority in determining if the sale of the service weapon is appropriate. The service weapon will be rendered inoperable prior to the sale.

**25.06 Second Weapon**

Troopers/sergeants may carry a second weapon on duty with prior approval by the Employer. The Trooper/Sergeant must qualify with the weapon in compliance with departmental procedures. The type and caliber of acceptable weapons will be determined by the Employer. The trooper/sergeant shall be responsible for providing and maintaining his/her second weapon.

Troopers/Sergeants may carry a carbine weapon with prior approval by the Employer. The Employer shall identify a list of approved carbine weapons within six (6) months of the effective date of the Agreement. The trooper/sergeant must qualify with the weapon in compliance with departmental procedures. The types and calibers of the carbine weapon will be determined by the Employer. The trooper/sergeant shall be responsible for providing and maintaining his/her carbine weapon. The carbine weapon will be stored in accordance with the Employer's policy. Troopers/Sergeants who intend to carry a carbine weapon shall notify the Employer of such intent in writing by July 1, 2010. Thereafter, troopers/sergeants intending to carry a carbine weapon must notify the Employer in writing by June 30th of each ensuing year and shall be allowed to carry the weapon after qualification.

**25.07 Shoulder Holsters**

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

Troopers/sergeants assigned to plain clothes duty may wear a shoulder holster upon approval from the State Highway Patrol, providing the holster and weapon are kept concealed from the public while on duty.

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

**25.08 Radar Antennas**

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

**25.09 Protective Vest Stipend**

The Employer shall issue a stipend to troopers/sergeants of one thousand dollars ($1000.00) once every sixty (60) months for the purchase of a personal protective vest and related apparel and equipment. It shall be each trooper's/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 re-issue stipends to troopers/sergeants of a maximum of one thousand dollars ($1000.00) for replacement of protective vests damaged in the line of duty, unless the damage is as the result of employee negligence.

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

**25.10 Labor Management**

The issue of providing weapons proficiency and practice ammunition shall be an appropriate topic for labor management meetings.

**25.11 Equipment Committee**

An Equipment Committee will meet no more than quarterly to examine issues related to weapons and other equipment and to make recommendations to the Superintendent. The issue of carbine weapons is an appropriate topic for the committee. The Committee will consist of two (2) Bargaining Unit 1 members, two (2) Bargaining Unit 15 members, and four (4) Management representatives. The committee will have its first meeting no later than forty-five (45) days after the effective date of the Agreement and will report out its findings no later than forty-five (45) days after it reaches a decision on any issue.

## ARTICLE 26 - HOURS OF WORK AND WORK SCHEDULES

**26.01 Shifts Assignments for Bargaining Unit 1**

Shift assignments will be made by the facility administrator on the basis of seniority. Schedules for troopers assigned to field locations will be bid by seniority, most senior first, at each facility. Troopers will bid upon two reasonably equal three month periods that shall begin on the first day of the pay period that includes March 1st and September 1st of each year. After all troopers have bid, and prior to reviewing vacation requests submitted during the "window period," the post commander shall review the schedule and determine if any changes are needed based upon operational considerations. Operational considerations shall include, but shall not be limited to: the balance of experience per work shift group and special training. A bid period is two (2) reasonably equal three (3) month periods. The post commander may, per bid period, change a schedule for one (1) three (3) month period for up to four (4) troopers based upon operational considerations. No individual trooper will have their schedule changed for operational considerations more than once per twelve (12) month bid cycle beginning with the first bid after ratification.

The decision of the post commander to make a schedule change based upon operational considerations shall only be grievable to Step 2 with a review of the circumstances made by the Office of Field Operations. Dispatchers and Electronic Technicians will continue to bid on the basis of seniority only.

In accordance with this section, shift assignments will be permanent and no rotation of shifts will occur, except for the relief dispatcher, who shall continue on

a rotating schedule as in the past. The Employer shall have the right to change a member's schedule for operational considerations, including time off days, or scheduled work shift with seventy-two (72) hours notice, or less when exigent circumstances exist, except as provided in Article 22. When a member's schedule is changed, time off days shall not be split except in extraordinary circumstances (e.g. major emergency conditions, such as a riot, a natural or man-made disaster; training; shift bid transition; or any other time mutually agreed to by the employee and the Employer). No employee scheduled to be off on a holiday listed in Section 44.01 shall be required to work on that holiday in order to facilitate a permissive leave request (personal leave, compensatory time or vacation) from another employee unless the vacation leave request is submitted during the "window period" by a more senior employee in the same classification. Shifts shall be bid between fifty (50) and thirty (30) days prior to the beginning of the new assignment.

The relief dispatcher shall be paid the regular shift differential as provided in Article 63 for all hours.

A. Special Response Team (SRT)
    1. Schedules for troopers assigned to the SRT will be bid by seniority, most senior first, at their designated district headquarters. Troopers will bid upon two reasonably equal three-month periods that shall begin on the first day of the pay period that includes March 1st and September 1st of each year.
    2. Vacations shall be scheduled in accordance with Section 43.04 among troopers of the team assigned to each district.

**26.02 Permanent Shifts for Sergeants**

Permanent shifts for Sergeants 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 that shall begin on the first day of the next pay period that includes March 1st and September 1st of each year. Shifts shall be bid between fifty (50) and thirty (30) days prior to the beginning of the new assignment.

Sergeants will bid upon two reasonably equal three month periods that shall begin on the first day of the pay period that includes March 1st and September 1st of each year based upon seniority as defined by Article 36. A bid period is two (2) reasonably equal three (3) month periods.

When a member's schedule is changed, time off days shall not be split except in extraordinary circumstances (e.g. major emergency conditions, such as a riot; training; shift bid transition; or any other time mutually agreed to by the employee and the Employer). No employee scheduled to be off on a holiday listed in Section 44.01 shall be required to work on that holiday in order to facilitate a permissive leave request (personal leave, compensatory time or vacation) from another employee unless the vacation leave request is submitted during the "window period" by a more senior employee in the same

classification.

If a personnel change is made during the course of the above "bid" schedule, the incoming employee(s) shall assume the shift slot of the departing employee(s) until the end of the six (6) month bid schedule.

**26.03 Work Week**

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

**26.04 Report-in and Commutation Time for Bargaining Unit 1**

Unit 1 employees shall be at their work sites, report-in location or headquarters location promptly at their shift starting time. Any Unit 1 employee who must begin work at some location other than their actual work location or report-in location shall have any additional travel time counted as hours worked.

**26.05 Meal Breaks**

Bargaining unit 1 members assigned to the Academy, as instructors, on a permanent or temporary basis, shall receive an unpaid meal break of one (1) hour during each tour of duty, usually scheduled near the mid-point of the shift.

Other bargaining unit 1 employees shall receive a paid meal break, not to exceed one-half hour, during each tour of duty. Troopers shall be subject to emergency calls during this meal break.

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.

**26.06 Split Shifts**

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

**26.07 Double Backs**

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

**26.08 Area Assignments**

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

**26.09 Electronic Technicians**

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

## ARTICLE 27 - OVERTIME

**27.01 Overtime and Compensatory Time**

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

1. Any member who is in active pay status more than 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 and leave used in lieu of sick leave shall not be considered active pay status for the purposes of this Article.

**27.03 Overtime Assignments**

It is understood and agreed that determining the need for overtime, scheduling overtime, and requiring overtime are solely the rights of the Employer. The Employer will not change an employee's schedule or scheduled shift starting time solely to avoid the payment of overtime without the employee's consent, with the exception of dispatchers whose schedules may be changed as outlined in Article 22.

Mandatory overtime, assigned by the Employer, shall be assigned as equitably as practical and shall first be assigned to members in the classification that routinely perform the required task 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.

When an off-duty overtime detail requiring bargaining unit work is offered out of a District it shall first be offered to qualified bargaining unit members in that District. If any openings remain, they shall be offered to exempt officers.

When an off-duty overtime detail requiring bargaining unit work is offered out of a Post or Section it shall first be offered to qualified bargaining unit members in that Post or Section. If any openings remain, they shall be filled by qualified bargaining unit members within the geographical District boundaries

containing that Post or Section. If any openings remain, they shall be offered to exempt officers.

This does not apply to off-duty overtime work on the Ohio Turnpike or in instances where the Employer was notified less than forty (40) hours in advance of the off-duty detail.

**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.

An employee is entitled to stand-by pay subject to the following: 1) the employee is on direct notice of the requirement to be available to respond; 2) the Employer directs that the off-duty activities are specifically restricted; 3) the employee must immediately respond to any summons from the Employer with the consequence of discipline for failure to respond/report.

**27.06 Requests for Compensatory Time Off**

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

Compensatory time is not available for use until it appears on the employee's earnings statement.

**27.07 Granting of Compensatory Time Off**

Compensatory time off shall be granted subject to the operational needs of the facility. If compensatory time off is denied based on operational needs, then the employee shall have the requested amount of time off converted to cash payment at the employee's current regular rate of pay. Compensatory time off shall not be unreasonably denied in accordance with FLSA standards.

**27.08 Pyramiding of Overtime**

There shall be no pyramiding of overtime.

**27.09 Specialty Exemptions**

If, during the duration of this contract, bargaining unit members are assigned to the Executive Protection Unit or assigned to work with the Executive Protection Unit for a detail they will be exempt from Sections 26 and

27 of this agreement.

## ARTICLE 28 - ABSENCE CONTROL POLICY

**28.01 Absence Control Policy**

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

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

**28.02 Abuse of Leave**

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

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

## ARTICLE 29 - SHIFT TRADE

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

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

## ARTICLE 30 - TRANSFERS/PAYMENT FOR MOVING EXPENSES

**30.01 Transfers**

**A. Bargaining Unit 1**

**1.** Employees shall submit transfer requests to the Office of Human Resource Management (HRM) for both Patrol post and specialty positions. Those transfer requests shall be maintained in an active transfer file. When the Employer determines a position shall be filled by transfer, the active transfer file shall be used to fill the position. When the Employer creates a new position, to be filled by transfer, the position will be posted at all Highway Patrol facilities for a period of seven (7) calendar days. All personnel in the affected classification shall have the right to bid on the position. Selection of the person to fill the position shall be based on ability and seniority. In the event of a field opening, i.e., an opening at one of the fifty-five (55) Patrol posts or a Metro post, seniority shall be the determining factor. If no bid is received and the employer determines the position must be filled, the most junior employee shall be transferred.

When position openings are created as the result of the impending

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

There shall be no cadet assigned to a position if a member has properly submitted a transfer request for that position during the posted "open bid" period. The Employer is not otherwise required to honor a member's transfer request during this period.

**2. Non-Field Positions**

The Employer shall have the right to transfer members out of any non-field position at its discretion pursuant to the following:

For the purpose of this agreement, a "non-field" position is defined as any position not at one of the 55 patrol posts or a Metro post or CAD Specialist that is referenced in Section A(1). The Employer may involuntarily reassign members in non-field positions to a field or other non-field position. If a CAD Specialist is involuntarily reassigned, the employee shall be placed in the Highway Patrol Dispatcher classification.

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

**3. Cross-Collective Bargaining Agreement Rights**

Employees who are in a classification outside of those covered by the Collective Bargaining Agreement and who accept a position in a classification covered by this Collective Bargaining Agreement shall serve an initial probationary period. If the employee fails to perform the job requirements of the new position to the Employer's satisfaction, the Employer may remove the employee. The employee may not challenge such removals.

**B. Bargaining Unit 15**

**1.** 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. A probationary Sergeant may not transfer.

**2. 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 Human Resources, 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.

**3. 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-five (55) Patrol Post installations or a Metro post 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 30.01(B)(2) 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.

**4. 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 Unit, the Administrative Investigations Unit, the Highway Patrol Academy, the Office of Personnel, the Office of Investigative Services, Crash Reconstruction, Plain Clothes Investigator, and Administrative Assistant to the Superintendent without utilizing the provisions of this Article. The Employer shall not transfer a member into any of these areas without the consent of the member.

Involuntary transfers out of the above listed sections or positions may be made by the Employer. A 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 30.01(B)(1) or (2) 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-five (35) miles from his/her current residence, unless the relocation is the result of the affected employees transfer request.

**5. 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.

**30.02 Moving Expenses**

Moving expenses will be authorized and paid by the Employer for employees when the transfer has been initiated by the Employer. Moving expenses will be reimbursed according to procedures established by the Superintendent.

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

**30.03 Temporary Living Expenses**

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

**30.04 Moving Time**

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

## ARTICLE 31 - RESIDENCY

**31.01 Requirements**

Members of the bargaining unit are required to abide by the statutory residency provisions provided for State employees which include residency within the State of Ohio. For dispatchers and communication technicians these shall be the only residency requirements.

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

1. Members who reside within a thirty-five (35) mile radius of their report-in location may be eligible to commute to and from their residence in a state owned vehicle. Mileage will be rounded to the nearest whole integer (i.e. 35.5 will be considered 35 miles; 35.6 will be considered 36 miles), as measured by the software used by the Employer. Should the Employer change software programs, notice will be provided to the Union. No member who is commuting in a state owned vehicle at the time of the software change will be denied the ability to commute based solely on the change in software.
2. Members assigned to the Criminal Patrol team, who reside within a fifty (50) mile radius of their report-in location, may be eligible to commute to and from their residence in a state owned vehicle.
3. Members assigned to the Office of Investigative Services as plain clothes investigators and members assigned to the Special Response Team (SRT), who reside within a fifty (50) mile radius of their report-in location, may be eligible to commute to and from their residence in a state-owned vehicle.
4. Members who reside outside of the above stated parameters are ineligible to commute to and from their residence in a state owned vehicle.
5. 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 within the bargaining unit during the posting and selection process. If the temporary assignment is for a continuous period in excess of four (4) days, the affected employee shall receive a pay adjustment which increases the employee's step rate of pay to the greater of: a) the classification salary base of the higher level position, or b) a rate of pay of 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 on state business, smoking is prohibited. When driving a 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.

The agency will provide information about the Ohio Employee Assistance Program to those interested members.

## 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.

### 35.02 Guidelines

The Union will be notified in writing of the targeted classifications/positions involved in the layoff. Seniority as defined in Article 36 shall be used to determine the order of layoff or recall. The use of retention points is hereby abolished. Performance evaluations will not be a factor in layoff.

### 35.03 Bumping or Displacement

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

a) Displace the least senior within the same like classification or;
b) Bump the least senior within the same like classification series or;
c) Be laid off and await recall to the district where the layoff occurred.

### 35.04 Recall from Layoff

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

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

All layoff, abolishment and displacement appeals shall be filed directly at Step 3 of the grievance procedure.

## ARTICLE 36 - SENIORITY

**36.01 Definition**

For bargaining unit 1, seniority shall be defined as the total length of continuous service in a permanent full-time position or succession of positions with the Employer. Continuous services also will not be interrupted if the employee was on approved leave of absence or if the employee is reemployed within two (2) years from the date of a layoff.

For all employees entering bargaining unit 1 after March 29, 1989, any time previously served as an employee of any state agency shall not count toward the employee's continuous service.

In the event of a layoff or a reduction in position, a Sergeant who enters bargaining unit 1 shall have the seniority to which his/her length of continuous service with the Highway Patrol Division as a law enforcement employee entitles him/her.

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 Hire Dates**

When two (2) or more employees have the same seniority dates, seniority shall be determined by length of service at the facility. Should a tie still exist, seniority shall be based on the Civil Service examination taken by the employees, for Highway Patrol Troopers who entered the bargaining unit before January 1, 2012. 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.

For all Highway Patrol Troopers entering bargaining unit 1 after January 1, 2012, cadet class rank, as determined by the Academy, will be used as a tie-breaker for seniority. The employee having the highest class rank shall be considered the most senior. If cadet class rankings are identical, then a flip of the coin shall determine which employee is most senior.

**36.03 Termination of Seniority**

Seniority shall terminate when the employee:

1. Quits, resigns, or is otherwise separated from the Patrol for more than one (1) year, except for layoff;
2. Retires unless the employee later returns from disability retirement;
3. Is discharged;
4. Fails to timely return without permission from:
    a. leave of absence;
    b. recall after layoff; or
    c. sick leave.

5. Is on layoff for a period of time equivalent to the employee's accumulated time in service seniority or twenty-four (24) months for bargaining unit 1 and thirty-six (36) months for bargaining unit 15, whichever occurs last.

When an exempt officer is placed back into the bargaining unit, he/she shall retain his/her prior appropriate bargaining unit seniority. Time spent in the exempt position shall not count toward bargaining unit seniority.

## ARTICLE 37 - EDUCATIONAL INCENTIVE AND TRAINING

**37.01**

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

**37.02**

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

The work day for all training programs shall be 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 contract.

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

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

**37.03**

The Employer encourages those employees who wish to pursue further education and/or training in addition to programs provided by the Employer. Bargaining unit members may be permitted to trade shifts and/or days off with the 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 or on-line from an institution of higher education based on the following:

1. The education or training is received at an institution that is authorized by the Ohio Board of Regents or 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 seminar, workshop or conference 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. The class or coursework undertaken must serve an educational purpose.

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.

**37.04**

The Employer will offer the tuition, seminar and conference fund. The fund will make available $350,000 for Bargaining Unit 1 and 15 members in each fiscal year 2013, 2014, and 2015, for fees and expenses for attendance at seminars, workshops, conferences and for tuition reimbursement and other required fees. Subject to the limitations of the fund, each employee shall be eligible for an amount not to exceed seven thousand five hundred dollars ($7,500) for tuition reimbursement of which a total of five-thousand ($5,000) dollars may be used for seminars, workshops or conferences. Seminars, workshops and conferences must be job related unless otherwise approved by management. In order to receive reimbursement the employee must successfully pass the job related coursework or otherwise approved course, if pass/fail, or a "C" or better, if grades are given.

If an employee uses more than the allotted amount and monies remain in the fund at June 1, the employee may submit an additional request for reimbursement on a first come, first serve basis. If no monies remain at June 1, the employee may submit the fees for reimbursement the following fiscal year.

**37.05 Secondary Education Benefits for Dependent Children**

Pursuant to Section 3333.26 of the Ohio Revised Code, any resident of this State who is under twenty-six (26) years of age, or under thirty (30) years of age if he or she has been honorably discharged from the armed services of the United States, and who is the child of an Ohio Highway Patrol Trooper or 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 (4) academic years of education which shall be at the undergraduate level. Provision of this section purporting to bind State universities and colleges, shall not be arbitrable.

## ARTICLE 38 - REPORTING ON-DUTY ILLNESS OR INJURY

**38.01 Reporting**

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

**38.02 Workers' Compensation**

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

**38.03 Agency Responsibility**

If a bargaining unit member is injured on the job, the Employer will secure medical attention and, if necessary, provide transportation to the nearest medical facility. Bargaining unit members who experience work-related illness or injury on the job will be paid their regular rate for the balance of their shift or an employee who is injured on the job and reports immediately to a family physician, an emergency room or an urgent care facility for emergency treatment shall remain in active pay status until the emergency treatment is conducted. In the case of such injuries and with the approval of the Employer, an employee undergoing medical treatment, making visits to medical practitioners and attending therapy sessions as the result of the injury shall be excused from work with pay at the regular rate for the time of the treatment, visit or session. Employees shall not be paid for more than forty (40) hours for any one injury under this Section. In accordance with the commuting rule in Section 26.04, travel time to and from the site of the treatment, visit or session shall also be paid. No overtime entitlement arises 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 123:1-30-03) 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 trooper/sergeant 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, File 9-500.23," shall be the program by which overall wellness will be maintained. Troopers/Sergeants who exceed the maximum weight allowance of the program by not more than fifteen percent (15%) 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 fifteen percent (15%) of the allowance shall be disregarded.

Female troopers/sergeants returning to work from childbirth leave will have one (1) year, from the date of their return to work, to comply with the Employer's "Health and Physical Fitness Program."

**40.03 Progressive Discipline**

For all troopers/sergeants the maximum progressive disciplinary action shall be a three (3) day suspension per one hundred and eighty (180) day period and suspension periods shall be 1, 2, and 3 days, respectively.

Troopers/Sergeants who have been non-compliant with the maximum weight allowance for at least the preceding twelve (12) consecutive months shall be offered a one-time opportunity to voluntarily enter a program designed to help members attain compliance with the weight standards contained in policy OSP-500.23. Those bargaining unit members who elect to participate in the program will have the "administrative separation" provision or any form of discipline contained in Article 40 stayed provided that they demonstrate progress toward reducing their non-compliant weight. A baseline weight will be established at the Academy when the employee agrees to enter into the voluntary program. In order to demonstrate progress, troopers/sergeants must show a minimum weight loss of at least six (6) pounds every three (3) months. A failure to demonstrate a

reduction of at least six (6) pounds every three (3) months will terminate participation in the program and subject the bargaining unit member to the reinstatement of the "administrative separation" provisions of the collective bargaining agreement or any other discipline that would have accrued to the bargaining unit member during the period of time they were in the program. Bargaining unit members who meet or exceed 25% of their maximum allowable weight while in the program shall terminate participation in the program and such bargaining unit members will be subject to the "administrative separation" provision of Article 40.

All troopers/sergeants who elect to participate in the agreed interim program shall receive up to $90.00 per month of their actual costs of individual health and exercise programs, for a maximum of six (6) months, if pre-approved by the Employer's designee. Such programs may include Weight Watchers, Dr.'s Weight Loss Clinics, health facilities such as the YMCA, Lifestyle Fitness, Ballys, or similar facilities. Reimbursements to the bargaining unit member for these expenses shall be made on a monthly basis following the submission of receipts from the bargaining unit member demonstrating that he/she incurred the expense. Personal exercise equipment and food will not be reimbursed.

All troopers/sergeants desirous of participating in this program must declare their intent to participate within thirty (30) days of the signing of this agreement, or within thirty (30) days of their eligibility. Additionally, all troopers/sergeants who elect to participate in this program will attend an initial health and fitness training session as designed by the Employer.

The provision for administrative separation of any trooper/sergeant who upon signing of this agreement meets or exceeds 25% of his/her maximum weight allowance shall be amended so as to permit these employees an opportunity to voluntarily participate in the program as outlined above.

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

**40.04 Administrative Separations**

Any trooper/sergeant with less than twenty (20) years of service, who is twenty-five percent (25%) or more over their maximum weight allowance of the program shall be administratively separated from employment with the Department of Public Safety, Division of State Highway Patrol. The trooper/sergeant shall retain the right to reinstatement for one (1) year from the date of separation provided that they come into compliance with the Health and Physical Fitness policy. This reinstatement right shall expire at the end of the one (1) year period.

The right to reinstatement shall apply once in any five (5) year period. Any trooper/sergeant separated under this Article more than one time in any five (5) year period shall have no right to reinstatement.

Any trooper/sergeant with less than twenty (20) years of service who remains within the progressive disciplinary track in Section 40.03 for twenty-four (24) consecutive months shall be administratively separated under the same terms as Section 40.04.

The Employer shall continue to pay the State's share of health insurance

coverage during this period of separation, not to exceed twelve (12) months. No other benefit or coverage shall accrue to an employee separated under this Article.

An administration separation under this Section is not discipline and shall not be grievable under Article 19.

**40.05 Deferrals**

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

**40.06 Health and Fitness Incentive Pay**

Troopers/sergeants who have completed their probationary period and who meet all the sex, age and height based minimum fitness standards outlined in the program shall receive health and fitness incentive pay in the amount of ninety dollars ($90.00) per month for passing, one hundred dollars ($100.00) per month for yellow ribbon status and one hundred ten dollars ($110.00) per month for star status.

**40.07 Pre-Retirement Disciplinary Time Substitution**

During the last three (3) years of employment before a Trooper's/sergeant's retirement, any Trooper/sergeant 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) consecutive three (3) 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 Employer 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, 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;
4. pocket recorder up to $50.00.

## ARTICLE 43 - VACATION ALLOWANCE

### 43.01 Accrual Rate

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

| Length of State Service | Accrual Rate<br>Hours Earned Per 80 Hours in Active Pay Status Per Pay Period |
|---|---|
| Less than 4 years | 3.1 hours |
| 4 years or more | 4.6 hours |
| 9 years or more | 6.2 hours |
| 14 years or more | 6.9 hours |
| 19 years or more | 7.7 hours |
| 24 years or more | 9.2 hours |

Employees who provide valid documentation to their agency's Human Resources department shall receive credit for prior service with the State, the Ohio National Guard, or any political subdivision of the State for purposes of computing vacation leave in accordance with ORC 9.44**.** This new rate shall take effect starting the pay period immediately following the pay period that includes the date the Department of Administrative Services processes and approves their request. Time spent concurrently with the Ohio National Guard and a state agency or political subdivision shall not count double.

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. Further accumulation will not continue when the maximum is reached.

| Annual Rate of Vacation | Accumulation Maximum |
|---|---|
| 80 hours | 240 hours |
| 120 hours | 360 hours |
| 160 hours | 480 hours |
| 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 and 26.02 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. Time off days immediately prior to, during, or immediately after a vacation day shall be considered as a part of vacation leave.

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

F. If an employee is called to work from a scheduled vacation leave period, or if an employee's previously approved vacation leave is cancelled, the employee will have the right to take the vacation leave at a later time and will be paid at time and one-half (1 1/2) for the time the employee is in on-duty status. Upon submission of appropriate evidence, the employee shall also be reimbursed for any non-refundable travel and lodging costs incurred as a result of cancelling or returning from his/her vacation.

G. Newly accrued vacation leave is not available for use until it appears on the employee's earnings statement.

**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. Veterans Day - (eleventh of November)
9. Thanksgiving Day - (fourth Thursday in November)
10. Christmas Day - (twenty-fifth of December)
11. Any day declared as a holiday 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 (8) hours of holiday pay regardless of whether they work on the holiday. Members who are on a four-day ten-hour schedule are entitled to eight (8) hours of holiday pay regardless of whether they work on the holiday. Compensation for working on a holiday is in addition to the automatic eight (8) hours of holiday pay at regular rate and shall be computed at the rates prescribed in Section 44.03 of this Article.

a) An employee on vacation or scheduled sick leave during a holiday will not be charged vacation or sick leave for the holiday. Employees who call off sick on their last scheduled work day before, the day of, or their first scheduled work day after a holiday shall forfeit their right to holiday pay for that day, unless there are documented, extenuating circumstances which prohibit the employee from reporting for duty.

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 ½) times the hours worked times the total rate or receive compensatory time equivalent to one and one-half (1 ½) times the hours worked. All mandatory overtime worked by an employee on a holiday will be compensated at two and one-half (2 ½) times the total rate of pay or receive compensatory time equivalent to two and one-half (2 ½) 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 ½) time the total rate of pay.

Employees on a four-day ten-hour schedule will only be compensated at one and one-half (1 ½) times the hours worked up to a maximum of eight (8) hours. Any additional hours worked will be paid at straight time, unless the employee is in an overtime status.

## ARTICLE 45 - PERSONAL LEAVE

### 45.01 Eligibility for Personal Leave

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

### 45.02 Personal Leave Accrual

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-tenth (1/10) 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 at a work location based on work shifts. In determining which concurrent request(s) to approve the Employer may consider the nature of the employee's personal need and the timing of the request(s).

**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.

Personal leave shall not be taken on a holiday.

Newly accrued personal leave is not available for use until it appears on the employee's earnings statement.

**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, except as modified in this Article. 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 two thousand eighty (2080) 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**

To be eligible for O.I.L., an employee must have filed and have an approved or pending Workers' Compensation claim.

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 available for an employee who is injured while performing his/her approved, personalized "fitness plan" as described by the health and wellness section of the Academy. O.I.L. is not available for injuries incurred during those times 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 date of a reactivation. Normal sick leave may be used during this time period.

However, if an employee is treated at a hospital/urgent care treatment facility by a medical doctor due to a serious on-duty injury who orders the employee not to work, 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 Transitional Return to Work Program**

The Employer shall arrange for work to provide a transition return to full duty for employees experiencing partial disability and on occupational injury leave, sick leave or disability leave for a period of up to one year subject to the following:

a. The employee is examined by a physician selected by the Employer and found to be able to participate in a transitional return to work program, and;
b. A return to full duty is reasonably believed to occur within one year of the date of the examination.

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 transitional return to work 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. Light duty may only be assigned at the employee's normal report-in location or at another location up to a maximum of fifty (50) miles from the employee's residence. Specialized training

of a disabled employee is not considered an assignment.

**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 Temporary/Total (TT) wage loss benefits 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 Disability Program**

Eligibility and administration of disability benefits shall be pursuant to current Ohio Law and the Administrative Rules of the Department of Administrative Services except for the following modifications and clarifications:

A. Any full-time permanent employee with a disabling illness, injury or condition that will last more than fourteen (14) consecutive days AND who has completed one (1) year of continuous state service immediately prior to the date of the disability may be eligible for disability leave benefits.

B. To be eligible for disability leave benefits, an employee must be: (1) in active pay status or approved sick leave, (2) on approved disability leave, (3) on approved leave of absence without pay for personal medical reasons or (4) disability separated. Employees alleging conditions precluded by OAC 123:1-33-03 are not eligible for disability benefits, unless the exceptions of the section are met. An application for disability benefits based on a diagnosis of a mental disorder, including but not limited to, psychosis, mood disorders, and anxiety, must be confirmed by a licensed mental health provider authorized by the Employer's Mental Health Administrator. Where the initial application is accompanied by the opinion of such provider, it shall be processed accordingly. However, where the diagnosis is submitted by any other medical

professional, the Employer shall make expeditious arrangements for the required examination by the licensed mental health provider. Approval of the application will be contingent upon receipt of substantiation from such provider. In the event the examination is outside the parameters of the employee's mental healthcare plan, the cost of the examination shall be borne by the Employer.

C. 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.

D. Disability benefits will be paid at sixty-seven percent (67%) of the employee's base rate of pay up to a lifetime maximum of twelve (12) months. The lifetime maximum of twelve (12) months began with any new claim filed on or after July 1, 2007.

E. 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.

F. Pursuant to OAC rule 123:1-33-03, employees who have been denied Workers' Compensation lost time benefits for an initial claim, may file an application for disability leave benefits twenty (20) days from the notification by the Bureau of Workers' Compensation of the denial of an initial claim.

G. Disability separations shall be made pursuant to OAC 123:1-30. The Employer's decision to disability separate an employee or to deny reinstatement from an involuntary disability separation shall not be grievable but shall be exclusively subject to appeal through the State Personnel Board of Review (SPBR).

H. In the event an employee submits an application for disability leave after either (1) the employee has received notice that he/she is under investigation for possible disciplinary action or (2) where an investigation regarding the employee is actively underway, disability payments may be held in abeyance subject to the following procedure: The Agency shall promptly notify DAS that (1) an investigation is underway, (2) the date that the investigation was initiated, (3) the basis of the investigation and (4) why access to the employee is necessary for completion of the investigation. A copy of the disability leave application and all accompanying documentation shall be forwarded with the notification. In the event that DAS concurs that the disability payments should be held in abeyance, DAS shall notify the employee, by regular and certified mail, that the disability payments shall not be processed until the completion of the investigation. An investigatory interview pursuant to Article 18, Section 18.02 of the Collective Bargaining Agreement shall be scheduled no more than thirty (30) days

after the Agency files the investigation for possible discipline with DAS. The matter shall then be subject to the constraints of Article 18 of the Collective Bargaining Agreement. Upon completion of the investigatory interview, or the thirty (30) day period, payments may be made, providing the application qualifies for eligibility. However, if the investigation cannot be completed as a result of the employee's absence, the investigatory interview shall be cancelled and the application shall be denied. Said denial shall not prevent the submission of a new application, subject to the above same requirements. This section shall not be applicable where the absence, and subsequent disability, is the result of hospitalization for more than five (5) days for a serious medical condition. If an application for disability benefits is pending and/or has been approved prior to the initiation of the investigation, this section shall not be applicable.

**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 Union and the Employer shall maintain a disability orientation program focusing on eligibility requirements 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.

The Employer reserves the right to contract with a licensed mental health adjudicator to evaluate and approve or disapprove applications for disability leave based on any form of mental disorder as provided in Section 47.01 of this Article.

## ARTICLE 48 - SICK LEAVE

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

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

B. "No pay status" means the conditions under which an employee is ineligible

to receive pay, and includes, but is not limited to, leave without pay, leave of absence and disability leave.

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

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. A new usage period will begin each year of the Agreement, with the paycheck that includes December 1st.

| Hours Used | % of Regular Rate |
|---|---|
| **1 - 40 Sick Leave** | **100%** |
| **40.1 plus Sick Leave** | **70%** |

Any sick leave used during the 40.1 to 80 hours will be paid at 100% when the sick leave usage is for the employee, employee's spouse or child residing with the employee for: 1) time spent hospitalized overnight or for those hours of sick leave used before or after the hospital stay that are contiguous to the hospital stay; or 2) time spent in outpatient surgery or for those hours of sick leave used before or after the outpatient surgery. Sick leave requested at least twenty-four (24) calendar days in advance for prescheduled medical appointments for the employee, employee's spouse or child residing with the employee may be supplemented at the employee's request to 100% of pay with available sick leave balances provided that a doctor's statement is submitted on the first day the employee returns to work following the absence. The employee must indicate the desire to supplement sick leave balances on the leave request. In the event this paragraph is found to violate the FMLA or any other State or Federal law or regulation or the implementation of such will adversely affect the provisions of the Article, the parties agree that this paragraph will be null and void.

Any sick leave utilized in excess of eighty (80) hours in any usage period 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 the 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, assigned to a facility that operates a continuous operation, is sick and unable to report for work, he/she will notify his/her report-in location, on a recorded telephone line, no later than one half (1/2) hour before starting time, unless circumstances preclude this notification. Those employees assigned to facilities that do not operate a continuous operation, shall notify their immediate supervisor or designee, when he/she is sick and unable to report to work no later than one half (1/2) hour before starting times, 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 affect 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 Coverage for Workers' Compensation Waiting Period**

An employee shall be allowed full pay at regular rate during the first seven (7) consecutive calendar days of absence when he/she suffers a compensable work-related injury, arising from employment with the State of Ohio, or contracts a service-related illness with a duration of more than seven (7) consecutive days. If the injury/illness has a duration of more than fourteen (14) consecutive days and the employee receives Workers' Compensation benefits for the first seven (7) consecutive days, the employee will reimburse the Employer for the payment received under this Article.

An employee may elect to take leave without pay, without exhausting accrued leave balances, pending determination of a Workers' Compensation claim.

If an employee elects to utilize his/her sick leave, personal leave, vacation

leave or compensatory time balances pending determination of a Workers' Compensation claim arising from employment with the State of Ohio, the Employer shall allow the employee, upon execution of a Wage Agreement, to buy back those leave balances within two pay periods after lost time Workers' Compensation benefits are received by the employee, or shall allow the employee to choose an automatic restoration of those leave balances upon execution of a Wage Agreement.

**48.06 Carry-Over and Conversion**

Employees will be offered the opportunity to convert to cash any part of his/her sick leave accrued and not used in the proceeding twelve (12) month period. Payment will be made in the first paycheck in December each year. The cash conversion of the sick leave accrued and not used for each usage period of this Agreement shall be at the following rates:

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

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-five percent (55%) for retirement separation and fifty percent (50%) for all other separations. If an employee dies, the converted sick leave shall be credited to his/her estate. An employee who is granted military leave or leave without pay may be paid for accrued sick leave or may keep it in reserve for use upon return at his/her discretion. An employee who is re-employed 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.

**48.07 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.

**48.08 Leave Availability**

Newly accrued sick leave is not available for use until it appears on the employee's earnings statement.

## 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 Pregnancy Leave**

As an alternative to work available under Section 46.06, the Employer, at the employee's request, shall grant a pregnant employee up to six (6) months unpaid leave.

**49.09 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 length of service 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. To be eligible for leave an employee must be the biological parent; or in the case of adoption the employee must be the prospective adoptive parent. An employee may elect to take two-thousand dollars ($2,000) for adoption expenses in lieu of the leave benefit. Payment may be requested when the court has awarded permanent custody of a child to the prospective parents. Whenever an employee adopts multiple children, the event shall be considered as a single qualifying event and will not serve to increase either the length of leave for an employee or the two-thousand dollar ($2,000) limit.

**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 work at the discretion of the employee's appointing authority and/or 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, provided the employee does not work during the two (2) week waiting period.

**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.

**F. Coordination with Bereavement Leave**

In the event an infant child dies while an employee is using Adoption/Childbirth leave for that infant, Adoption/Childbirth leave terminates on the date of the death. Requested Bereavement leave may begin on the day following the death of the child. Bereavement leave will be granted in the case of a stillbirth conditioned upon the tendering of a death certificate.

## ARTICLE 50 - BEREAVEMENT LEAVE

If an employee 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, step-parents, grandparents, great-grandparents, brothers, sisters, step-siblings, 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 shall notify their immediate supervisor when they are required to appear in court.

C. 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 times their regular rate or their actual hours worked, whichever is greater. The Employer shall not change an employee's schedule or scheduled shift in order to avoid payment for court time incurred during off duty hours without the consent of the employee involved. Payment shall be made in cash or compensatory time at the discretion of the employee.

D. 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.

E. 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.

F. If a bargaining unit member is required to appear in court, on his/her scheduled work day outside the hours of his/her assigned shift, on any action arising out of his/her employment, and the member is notified of the cancellation of such required attendance twelve (12) hours or less prior to registering in with a court official, the member shall be entitled to one hour pay at the straight rate. If a member is required to appear at a court, other than the court(s) that normally serves the assigned post, and the member is notified of the cancellation of such required attendance twelve (12) hours or less prior to registering in with a court official, the member shall be entitled to one hour pay at the straight rate or actual time traveled at the straight rate. Cases scheduled to begin at or within one hour of the member's shift ending time will not qualify for this payment.

G. When a bargaining unit member receives notice of cancellation of the court case contemporaneously or after checking in with a court official, the member shall qualify for three (3) hours at one and one-half (1 ½) times his/her regular rate or his/her actual hours worked, whichever is greater.

H. Employees who are required to attend court on one of the listed holidays in Article 44 are entitled to receive either holiday pay, or minimum appearance pay, whichever is greater.

I. 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

All employees shall be granted military leave in accordance with applicable Federal laws and the provisions of the Ohio Revised 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 - BENEFITS TRUST

**54.01 Benefits Trust**

The benefits of this Article shall be administered by the Union Benefits Trust. The Employer shall provide all dental, life, vision, and other designated 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 employee's monthly health benefits deduction on a pre-tax basis as permitted by Federal Law.

**54.02 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 life insurance coverage as specified in Section 54.01.

**54.03 Disability Coverage**

In the event a bargaining unit employee is receiving disability leave or Workers' Compensation benefits, the Employer shall continue payments to the

Trust pursuant to Section 54.01 for the period of such extended leave, but not beyond two (2) years.

**54.04 Optional Life Insurance**

Optional term life insurance for employees shall be administered in accordance with the Benefits Trust.

**54.05 Voluntary Supplemental Benefit Plans**

The only voluntary supplemental benefit plans offered to state employees whether provided through insurance or otherwise will be those selected via a state-administered request for proposal process or pursuant to this Article of this Agreement. Only those employees enrolled in a voluntary supplemental benefit plan on the effective date of this agreement that was not selected pursuant to this paragraph may continue to participate in such program.

## ARTICLE 55 - GROUP HEALTH INSURANCE

**55.01 Health Care, Eligibility, Open Enrollment**

**A. General**

The Employer shall provide comprehensive health care to all eligible employees as defined in Section 55.01 (D), who shall have the right to choose among any qualified health plans which are available in their area.

**B. Open Enrollment**

Every 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 (JHCC).

Open enrollment fairs will be sponsored by the employer in those years when a significant change in the benefits program has been implemented. Such a change would include, but not be limited to, new insurance vendors, elimination of existing insurance vendors, and significant changes to the insurance plan design. The JHCC will evaluate the need for open enrollment fairs and will make a recommendation to the Director of Administrative Services if it is determined that open enrollment fairs are needed during a particular open enrollment period. Whenever possible, the recommendation will be made at least six (6) months in advance of the open enrollment period to allow for adequate time to plan for and organize the open enrollment fairs. Fairs will be publicized among State employees and employee attendance at the fairs will be allowed and encouraged subject to the legitimate scheduling needs of the Employer.

If more than twelve (12) months pass without an open enrollment period, the Employer shall provide an opportunity for State employees to add or drop dependents, or add or drop health plan coverage. The JHCC and/or appropriate sub-committee shall be consulted in the development of plans for such opportunities.

**C. Changes Outside Of Open Enrollment**

In order to maintain premium payment with pre-tax earnings, any changes outside of open enrollment must be in compliance with the applicable rules of the Internal Revenue Code Section 125 which may include but not be limited to the following:

Coverage changes may occur if requested within thirty-one (31) days of any of the following events:

1. After marriage, death of a spouse, divorce, legal separation, or annulment, in which case coverage becomes effective the first day of the month following the month of the event.
2. Birth, adoption, placement for adoption, or death of a dependent, in which case coverage becomes effective with the birth, adoption, or placement of a child or date of death.
3. Termination or commencement of employment by the employee, spouse or dependent, in which case coverage becomes effective the first day of the month following the month of the event.
4. Reduction or increase in hours of employment by the employee (including layoff or reinstatement from layoff), spouse, or dependent, including a switch between part-time and full-time, strike, lockout, or commencement, return to work from an unpaid absence, or change in work site in which case coverage becomes effective the first day of the month following the month of the event.
5. Return to work through order of arbitration or settlement of a grievance, or any administrative body with authority to order the return to work of an employee.
6. The employee's dependent satisfies or fails to satisfy the requirement of the definition of dependent due to attainment of age, student status or any similar circumstance as provided in the Health Plan under which the employee receives coverage.
7. If the plan receives a Qualified Medical Child Support Order (QMCSO) pertaining to an employee's dependent, the employee may elect to add or drop the child to the plan depending upon the requirement of the QMCSO.
8. If an employee, spouse, or dependent who is enrolled in a health plan becomes entitled to coverage (i.e. enrolled) under Part A or Part B of Title XVIII of the Social Security Act (Medicare) or Title XIX of the Social Security Act (Medicaid), other than coverage consisting solely of benefits under section 1928 of the Social Security Act (the program for distribution of pediatric vaccines).
9. If an employee, spouse, or dependent is no longer entitled to coverage (i.e. enrolled) under Part A or Part B of Title XVIII of the Social Security Act (Medicare) or Title XIX of the Social Security Act (Medicaid), other than coverage consisting solely of benefits under section 1928 of the Social Security Act (the program for distribution of pediatric vaccines).

   Requests for changes pursuant to sections (1) through (9) must be supported by proper documentation.
10. An employee may change health plans if the employee either no longer resides or no longer works in the service area of the employee's current health plan.

**D. Eligibility**

All permanent full-time and part-time employees shall be eligible for health benefits as well as for the benefits provided by the Union Benefits Trust. For new employees, coverage for health care benefits as provided in this Article becomes effective on the first day of the month following the month in which the employee begins employment with the State. Changes made during open enrollment will become effective on the first day of the new benefit period. The employer reserves the right to perform dependent eligibility audits upon recommendation of the Joint Health Care Committee. Health care costs paid on behalf of ineligible dependents will be subject to recovery.

The following dependents are eligible for coverage:

(1) The employee's current legal spouse;

(2a) Medical Benefits: the employee's children until the end of the month in which they reach 26 (including legally adopted children, children for whom the employee has been appointed legal guardian, and dependent stepchildren and foster children;

(2b) Vision and Dental Benefits: the employee's unmarried children who are attending an accredited school and are primarily dependent upon the employee for maintenance and support until the end of the month in which they reach age 23.

(3) Children of divorced or separated parents not residing with the employee but who are required by law to be supported by the employee.

(4) Unmarried children of any age who are incapable of self- support due to mental retardation, severe mental disability or a physical handicap, whose disability began before age twenty-three (23) and who are principally dependent on the employee. When there is an unsuccessful attempt at independent living, a child covered pursuant to this provision will be re-enrolled for coverage, provided application is made within five (5) years following the loss of coverage.

(5) Dependent children placed for adoption in an employee's home shall be eligible for coverage under the same conditions as children born to an employee or the spouse of the employee, whether or not the adoption has become final.

Employees that are called to active military service by the Federal Government continue to be eligible for full health care benefits during their tour of duty. Their dependents also continue to be eligible for health care benefits during their active duty service.

When both spouses in a family are employed by the State, each may elect single coverage, or one may elect family coverage provided that the spouse who elects single coverage may not be listed as a dependent under the family coverage. A child who is eligible as an employee of the State is not also eligible as the dependent of a parent who is also a state employee.

**E. COBRA**

Upon an employee's termination or separation from his/her employment from State service (other than for gross misconduct), the Employer's obligation

to continue to pay either share of the healthcare premium will cease unless specified otherwise elsewhere in this contract. The Employer will notify the employee of their right to choose to continue his/her health plan under the federally mandated COBRA program. Health plans shall make available conversion to an individual medical policy. Under the federal law, the employee, spouse or other family member has the responsibility to notify the State of Ohio of a qualifying event (such as divorce, legal separation, or a child losing dependent status under the group health plan). This notice must be made within sixty (60) days of the event or the date coverage ends in order to be eligible for COBRA continuation.

**55.02 Joint Health Care Committee (JHCC)**

**A. Membership and Purpose**

The Employer agrees to retain the JHCC, which shall include the labor co-chair and five (5) representatives from OCSEA/AFSCME and one (1) each from the four remaining unions which have the largest number of State employee bargaining unit members and a like number of management representatives. Representatives from other unions may be added as non-voting members by mutual agreement of the labor and management co-chairs.

The committee shall meet quarterly unless otherwise agreed, to review and act on subcommittee recommendations related to changes in any matters covered in Article 55 of this Agreement or on other matters as mutually agreed to by the co-chairs. The management co-chair shall be designated by the Employer, and the labor co-chair shall be designated by the President, OCSEA, or designee. Whenever possible meetings will be held during regular business hours and employees will receive time off with pay at their regular rates, plus travel expenses pursuant to Articles 25 and 65 to participate in committee and subcommittee meetings.

The co-chairs of the JHCC shall advise the Director of DAS on the operation of the health plans and will present recommendations from the JHCC or its subcommittees to the Director in writing.

Within forty-five (45) days of receipt of a formal recommendation from the JHCC, the Director will advise the co-chairs of any actions to be taken in response to their recommendations.

The Director may request a meeting with the co-chairs at any time to explain or discuss any recommendation.

The co-chairs may jointly request the Director of DAS to provide that the costs of JHCC member attendance at conferences, seminars, or other educational opportunities (including reasonable travel, hotel and meals) be paid for JHCC members to attend events which the co-chairs mutually agree will assist in the discharge of JHCC responsibilities under this Article. Such costs will be paid from the education and communication account.

**B. Subcommittee Functions**

The JHCC shall have subcommittees for: planning, administration and communications. JHCC subcommittees may be reconfigured by mutual agreement of the labor and management co-chairs. These subcommittees shall meet at least bimonthly, unless otherwise agreed, with the co-chairs, or a

designee, as a member of each subcommittee.

Specific functions of the subcommittees shall include:

1. **Planning**
   (a) Make recommendations regarding the request for proposal, evaluation of bidders, and selection of all health plans and of the consultant(s) who will assist in the process of health plan evaluation and selection. The labor co-chair of the JHCC, or designee, may at his/her discretion participate in any consultant or provider interview process. Upon agreement by the co-chairs, subcommittee members may participate in the interview process as well. The planning subcommittee will review the requests for proposals (RFPs) and the proposals of bidders, unless labor agrees to waive this review in the interests of time, in which case the labor co-chair will review the RFPs and the proposals of bidders.
   (b) Make recommendations regarding vendor contracts.
   (c) Facilitate research on new initiatives and review market analysis of health care issues and review the health care marketplace.
2. **Administration**
   (a) Monitor the operations, contract compliance and National Committee for Quality Assurance (NCQA) or other applicable accreditation status of health plans.
   (b) Review customer service issues and work with DAS benefits administration services to resolve those issues.
   (c) Review claim appeal and other dispute resolution procedures.
   (d) Review the Health Plan Employer Data Information Set (HEDIS) reports and other data of the health plans, which shall be provided on a regular basis to the subcommittee.
   (e) Review any audits performed on the health plans.
   (f) Review benefit issues and changes proposed for health plans.
   (g) Monitor status of the health benefits fund.
3. **Communications**
   (a) Make recommendations regarding open enrollment.
   (b) Review communication materials prior to distribution to employees.
   (c) Explore use of alternative print and non-print methods of communication.
   (d) Assist in the implementation of 20.02(C) below.

**C. Employee Education and Communication**

A consultant shall be chosen in consultation with the communication subcommittee to assist in the communication of benefits information to State employees unless mutually agreed otherwise by the JHCC. The consultant will have expertise in communicating benefits information to large and diverse populations using multi-media approaches. Relevant public sector and/or labor union experience shall be given consideration in the consultant selection process. The Employer in conjunction with the consultant will work with the communication subcommittee to update a strategic plan for communicating

benefits with State employees through the use of both print and non-print means of communications. The plan will include employee education as well as provisions for employee input into and feedback concerning State employee health plans. It will also include guidelines for health plan communications with State employees. The strategic planning process will be ongoing and shall produce a plan covering at least the period of the duration of this Agreement. A surcharge may be added to the health plan premiums to maintain the employee education and communication program. The surcharge shall be one dollar ($1) per month, per employee, enrolled in a health plan, and may be adjusted based upon a review of reports of revenue and expenditures of the account maintained for such purposes, as recommended by the JHCC to the DAS Director. The surcharge shall be equally split between the Employer's and the employee's premium share (e.g. fifty cents each). The funds shall be used to develop and implement communication programs for all employee health plans, mental health and substance abuse programs, and other State health programs as identified by the JHCC and to employ consultants as needed to assist the parties in health plan selection, rate negotiations or any other function determined appropriate. Monies unexpended or encumbered in one (1) fiscal year shall be carried forward and be available in subsequent fiscal years. The JHCC shall receive quarterly fund financial reports including revenue and expenditures.

**D. Health Care Policy Analyst**

The Employer will dedicate $150,000 annually in recognition of the increased need for analysis in the administration of the State's health management programs. This amount may be adjusted upward by the DAS Director. Monies unexpended or encumbered in one (1) fiscal year shall be carried forward and be available in subsequent fiscal years. Additionally, due to monies carried forward from one year to the next, the DAS Director may adjust the amount downward so as not to exceed the $150,000 annual commitment.

Such analysis will be conducted by an expert in the health care field or a health care policy analyst or a combination of the two as determined by the Director of DAS after recommendation from the JHCC. The functions performed shall include but are not limited to:

1. Analyze health care claims data of State employees for trends and make recommendations to the JHCC on plan design and health management programs based on the trend analysis;
2. Monitor and analyze health care legislation for potential impact on the State health plans;
3. Analyze plans' HEDIS data, issue logs and health plan contract compliance issues and make recommendations to the JHCC on actions it might take;

Monitor relevant health care issues and wellness initiatives and make recommendations to the JHCC for potential action.

The health care policy expert or analyst will at a minimum make quarterly reports to the JHCC on its activities and will function as an ongoing resource to the JHCC on health care policy and data analysis issues. The JHCC will develop a list of key issues and outcomes to be addressed by the expert or analyst. The

JHCC labor co-chair will participate in the interview and selection process.

**55.03 Health Plan Characteristics**

Except as otherwise provided herein, health plans offered to State employees must meet standards in the areas listed below. Prior to each subsequent rebidding or re-evaluation of health plans offered to State employees, the Director of DAS may revise the standards and add standards in additional areas if such revisions and/or additions are recommended by the JHCC.

**A. Networks**

1. Health plan provider networks must have a full range of primary care and specialist physicians with reasonable numbers of each in relationship to eligible State employees.
2. Health plans newly offered to State employees shall insure that no more than a reasonable percent of network providers have closed practices, and shall attempt to facilitate inclusion in their network primary care physicians already serving State employees in their service area.
3. A designated percentage of primary care physicians and specialist physicians shall be board certified.
4. Health plans shall adhere to reasonable standards of access for every employee to primary care physicians and to hospitals in urban and rural areas in time and distance as recommended by the administrative subcommittee of JHCC.
5. Health plans shall agree to refrain from dropping any hospital or health care facility from the network during a benefit period, unless the health plan has notified the Employer, and to the satisfaction of the labor and management co-chairs, attempted to develop a method of delivering continuity of care for those persons who may be adversely affected by the change in the network.
6. Health plans shall include centers of excellence to perform highly specialized, high cost procedures such as transplants. The JHCC may modify this provision to best accommodate health plans while assuring quality services for participants. Furthermore, upon the recommendation of the JHCC, the Director of DAS may provide financial or other incentives (including but not limited to reduced co-pays or co-insurance) to participants to utilize quality providers.
7. For any plan that offers out-of-network coverage, reimbursement to non-network providers shall be at a level no greater than the usual, customary, and reasonable fee/allowed amount which has been established by the plan administrator for that service or supply.
8. For those employees assigned to work outside of Ohio who are enrolled in an indemnity plan, which does not offer the option of network providers and/or facilities, co-payments ("co-insurance") for services will be paid at a rate which is at least seventy percent (70%) by the plan and no greater than thirty percent (30%) by the participant, after the deductible and up to the out-of-pocket maximum.
9. No hospital, doctor, laboratory, or other health care provider can be

added to a plan network in violation of the vendor's established selection criteria, or in violation of the vendor's established standards governing the number of hospitals and other providers which will be part of the plan network in any given geographic area.

10. Medical Necessity and Preventive Services

Health plans pay only for those covered services, supplies, and hospital admissions which are medically necessary or are classified as preventive services covered under the plan. Network providers and facilities are responsible for insuring that services, supplies, and admissions are medically necessary or preventive as defined by a plan. In plans with out-of-network benefits, the fact that a non-network provider may prescribe, order, recommend, guarantee, or approve a service, supply, or admission does not guarantee medical necessity or make such charges an allowable expense, even though they are not specifically listed as exclusions.

**B. Cost Sharing**

Except as modified by the Director of the Department of Administrative Services (DAS), who may revise or add to the requirements in this section if such revisions and/or additions are recommended by the JHCC, the following features will apply to this section.

**a. Deductibles**

The in-network individual deductible is $200, and the family deductible is $400. The out-of-network individual deductible is $400, and the family deductible is $800. When any one family member has paid $200/$400 for eligible expenses, that person's deductible is met. The balance of the family deductible must be met by the combined expenses of other family members. Expenses which are applied towards meeting the individual or family deductible must be incurred during the benefit period.

**b. Reimbursement Levels and Coinsurance**

Network providers and hospitals shall be prohibited from balance billing, that is, from charging any participant any additional amount other than co-pays, coinsurance or deductibles for covered services. Network Providers shall submit bills and other required paperwork on behalf of the participant.

With the exception of certain preventive services which are covered at one hundred percent (100%) and office visits which are covered in full after payment of an office visit co-pay or other specified service, the plan will pay eighty percent (80%) of those covered services performed by network providers. In those instances the participant pays twenty percent (20%) of the plans' reimbursement rate up to the out-of-pocket maximum.

Non-network providers may or may not accept the plan's payment as payment in full. The plan will pay sixty percent (60%) of the plan's reimbursement rate for non-network providers for covered services. The participant pays forty percent (40%). The non-network provider may bill the participant the balance between what is charged and what

the plan allows.

**c. Out-of-Pocket Maximum (OPM)**

As soon as any individual in the family meets the individual coverage OPM, further eligible expenses on behalf of that individual shall be covered in full except as indicated below. All participants' eligible expenses shall count toward satisfying the individual and/or family OPM, except that any penalties paid shall not count toward satisfying the OPM. After participant eligible expenses have reached the OPM, eligible services are covered in full except where non-network providers engage in balance billing.

**C. Benefits and Exclusions**

Only medically necessary eligible services are covered. The State, after consultation with the JHCC, may carve-out procedures and services, including but not limited to, durable medical equipment, laboratory services, and prosthetics so that carved-out procedures and services may be provided by a vendor other than the participant's health plan. After consultation with the JHCC, the Director of DAS may require participants to use centers of excellence for designated procedures or services. Additionally, upon the recommendation of the JHCC, the Director of DAS may place limits on certain benefits.

**1. In-Patient Hospital Benefits:**

Health plans will offer at least the following hospital services:

a. Unlimited duration of eligible medically necessary services except as provided herein.
b. Semi-private room.
c. Hospital ancillary services.
d. Emergency room services. There is a $75 charge for the use of the emergency room which does not result in an admission. If there is a penalty charge established by the Department of Administrative Services for the non-emergency use of a non-network hospital, it shall be no greater than $350.
e. Diagnostic imaging and laboratory tests.
f. All other eligible medically necessary treatments and procedures.

**2. Other Than In-Patient-Hospital Benefits**

Benefits for all health plans offered to State employees shall minimally include:

a. Physician services. Routine office visits, house calls and consultations. Office visits provided by a network physician and billed by that office shall be covered at one hundred percent (100%) with no co-insurance or deductibles after a twenty dollar ($20.00) co-payment. If such visit, house call, or consultation is covered on an out-of-network basis, the participant shall pay a thirty dollar ($30.00) co-payment with no coinsurance or deductible.
b. Outpatient medical services.
c. Emergency medical services.

d. Diagnostic laboratory and diagnostic and therapeutic radiological services.
e. Infertility services to include diagnostic services to establish cause or reason for infertility.
f. Preventive health care services, as recommended by the United States preventive services task force (USPSTF) guidelines shall be covered with no co-pay, co-insurance or deductible if provided by a network physician and shall include at least the following:
    (1) Screening colonoscopy beginning at age 50.
    (2) Routine physical examinations including routine lab profiles (including but not limited to cholesterol and other lab screenings). If coverage is available for non-network physicians, benefits shall be paid up to one hundred fifty ($150) maximum after the thirty dollar ($30.00) co-pay with no deductible or co-insurance: one (1) every two (2) years for ages 40-59; one (1) each year for ages 60 and over.
    (3) Cervical cancer screening, which at a minimum shall include annual gynecological physical examinations, including screenings and rescreenings for cervical cancer for women age 18 and over, and for women younger than 18 who are sexually active. Adjunctive technologies approved by the U.S. Food and Drug Administration in addition to traditional papanicolaou smears shall be covered. Additional testing for cervical cancer is covered when medically necessary.
    (4) Mammographies to detect the presence of breast cancer shall be covered as follows: Routine or screening mammography (age 35-39) one in five years, one screening or diagnostic mammography during that five (5) year period; age 40 and older, annually covered; high risk individuals as needed, regardless of age. Mammography coverage will include both males and females; any additional mammogram(s) shall be covered subject to deductibles or co-payments.
    (5) Pre-natal obstetrical care and pre-natal care outreach. A pre-natal outreach program to encourage pre-natal care beginning in the first trimester.
    (6) Well-child care. This includes the initial inpatient examination of a newborn infant. The plans cover annual physical exams including hearing examinations, developmental assessments, anticipatory guidance, immunizations (including, but not limited to meningococcal) and laboratory tests in accordance with the recommendations of the preventive care task force

guidelines (or other recommending body as determined to be appropriate by the JHCC.

(7) Immunizations as recommended by the centers for disease control and prevention guidelines.

(8) PSA Testing

Prostate Specific Antigen (PSA) screening. One (1) screening test per 12 months for men age 40 and over.

g. Skilled Nursing Facility, including Extended Care is covered at eighty percent (80%) for up to one hundred eighty (180) days for each confinement provided that the benefit must immediately follow a hospital confinement, or provided that the confinement will avoid a hospitalization which would otherwise be necessary. Coverage is at eighty percent (80%) of the UCR/allowed amount and not subject to deductibles and co-pays. Additional days of coverage for medically necessary care at sixty percent (60%) of the UCR/allowed amount and are not subject to deductibles.

h. Allergy injections.

i. Home Health Care Services: Home Health Care (noncustodial) services prescribed by a physician to treat a medical condition for which the patient was or would otherwise have been hospitalized shall be covered at eighty percent (80%) if provided by a network provider, and at sixty percent (60%) of UCR/allowed amount if provided by a non-network provider in plans that permit use of non-network providers. Such benefit shall not exceed one hundred eighty (180) days.

j. Registered dietitian services for medically necessary conditions and obesity management up to two visits per patient per condition per year.

k. Physical therapy.

l. Occupational therapy.

m. Speech therapy.

n. Chiropractic services.

o. Initial internal or external prosthetic devices and medically necessary replacements at eighty percent (80%) coverage.

p. Non-experimental organ transplants. Participants are required to utilize a center of excellence for transplants, if available through their plan.

q. Liaison services with the State Employee Assistance Program.

r. No fewer than three disease management programs unless otherwise provided by the State through contracts with disease management vendors. The disease management programs shall not be subject to deductibles or co-payments. Two of the disease management programs must address diabetes and asthma.

s. Diabetes supplies, insulin and durable medical equipment

(including insulin pumps where medically necessary) covered at one hundred (100%) with no deductibles, co-payments or co-insurance upon participation in a diabetes disease management program.

t. Ambulance service.
u. Tubal Ligation.
v. Vasectomy.
w. Hemodialysis.
x. Hospice services, with one hundred percent (100%) coverage of medically appropriate care (with no deductibles, co-pays or arbitrary day or visit limits).
y. Durable medical equipment.
z. Mental health services are provided as described in Section 55.03 (C)(5).
aa. Birth control, including oral contraceptives, patches, IUDS, injectables, implantable contraceptives and diaphragms.
bb. Cancer Clinical Trials

Participation in National Cancer Institute (NCI)-sponsored clinical trials for cancer is covered on a limited basis. This is an exception from the coverage exclusions for experimental procedures. Coverage includes Phase II and Phase III clinical trials and does not extend beyond the specific parameters and restrictions of existing trials. All care and testing required to determine eligibility for an NCI-sponsored clinical trial and all medical care that is required as a result of participation in a clinical trial will be eligible for coverage. Pre-authorization is required. A participant should contact the health plan Administrator for more information. Upon recommendation of the JHCC, the Director of DAS may approve coverage for additional Phase II and Phase III clinical trials.

cc. Voluntary Family Planning Services
dd. Hearing aids covered at fifty percent (50%) not to exceed a one thousand dollar ($1,000) lifetime benefit.
ee. Smoking cessation.

**3. Pharmacy Benefits**

a. Pharmacy benefits are available to all State of Ohio employees and their dependents enrolled in a health plan.
b. The JHCC will review the procedure for obtaining biotech drugs and upon recommendation of the JHCC, the Director of DAS may require that such biotech drugs be obtained from specialty pharmacies. Furthermore, upon recommendation from the JHCC, the Director of DAS may establish a separate cost-sharing structure for biotech or lifestyle drugs.
c. After consultation with the JHCC, the Director of DAS may implement the following:

(1) Alternative pharmacy cost-sharing plan options such as co-insurance.
(2) Coverage of certain Over-the-Counter (OTC) drugs.
(3) Alternative pharmacy procurement and distribution channels.
(4) Establishment of a special retail generic program.
(5) Establishment of a retail 90 day maintenance drug program.

d. The pharmacy vendor may not remove from its formulary or require preauthorization for any prescription drug that is among its ten most frequently prescribed drugs unless the pharmacy vendor has notified the Employer and consulted with the JHCC, including in that consultation a review of the health plan research recommending that the drug be excluded or put on preauthorization status.

e. Retail pharmacy program.

There will be a retail pharmacy program with easy access to pharmacies throughout the state. Co-pays for a thirty (30) day supply of prescription drugs including coverage of prescriptions from a licensed dentist are: $10 co-payment for generic, twenty-five dollar ($25) co-pay for a formulary brand name drug and a fifty dollar ($50) co-pay for a non-formulary brand name drug. Where a generic equivalent is available, the co-pay for a non-formulary brand name drug shall be fifty dollars ($50) and the difference in cost between the generic equivalent and the non-formulary brand name drug. Preventative medication may be provided at no cost as required by the Affordable Care Act.

f. Mail Order Drug Program

In addition to the retail pharmacy program, the state shall maintain a mail order drug program for long-term or maintenance medications lasting more than thirty (30) days.

The following co-pays for mail order prescriptions of ninety (90) days shall apply. For a generic drug, the co-pay is twenty-five dollars ($25). For a formulary brand name drug, the co-pay is sixty-two dollars and fifty cents ($62.50).

For a non-formulary brand name drug, the co-pay is one hundred twenty-five dollars ($125). Where a generic equivalent is available, the co-pay for a non-formulary brand name drug shall be one hundred twenty-five dollars ($125) and the difference in cost between the generic equivalent and the non-formulary brand name drug.

g. Prior Authorizations and Exclusions for Prescription Drug Programs

(1) Prior Authorization. A number of prescription drugs require prior authorization, all approvals for such prescriptions will be handled by the Pharmacy Benefit Manager (PBM). During the life of this contract other drugs may be added to the list of prior authorization after consultation with the JHCC, if

required.

(2) It is recognized that certain drugs may not be covered by the plans.

**4. Health Plan Exclusions and Limitations**

Exclusions and limitations shall be as follows:

a. Services which would be provided free of charge in the absence of insurance.

b. Local anesthesia when billed separately, and hypnotism used for anesthetic purposes.

c. Elective cosmetic surgery performed only for the purpose of changing or improving appearance.

d. Custodial care, care in a sanitarium, rest home, nursing home, rehabilitation facility, health resort, health spa, institution for chronic care, personal care, residential or domiciliary care, home for the aged, camp or school.

e. Personal comfort services such as telephones, radio, television, barber and beauty services, or in connection with air conditioners, air purification units, humidifiers, allergy-free pillows, blanket or mattress covers, electric heating units, swimming pools, orthopedic mattresses, vibratory equipment, elevator or stair lifts, blood pressure instruments, stethoscopes, clinical thermometers, scales, elastic bandages, compression stockings, or wigs; unless otherwise provided for by a specific benefit.

f. Devices for simulating natural body contours unless prescribed in connection with a mastectomy.

g. Charges which exceed the usual, customary and reasonable/allowed amount maximums.

h. Chest x-rays and eye examinations not necessary to the treatment of an illness, injury, or disease.

i. Services which are not medically necessary or are not classified as preventive services.

j. Services received before the effective date of the contract, or services not specifically covered by the contract.

k. Expenses of injury or illness paid for or furnished by an Employer, whether under Workers' Compensation or otherwise, and services provided and paid by any governmental program or hospital.

l. Vitamins, dietary or food supplements or non-prescription drugs, except where prescribed by a physician.

m. Routine foot care for other than diabetics.

n. Orthotics for other than diabetics.

o. Treatments or diagnosis for obesity, including diet control, exercise and weight reductions, except for morbid obesity. This exclusion does not apply to any obesity or disease management program agreed to by the parties.

p. Illness or injury related to war (declared or undeclared) or by participation in civil disturbance.
q. Devices used for contraceptive purposes, except birth control pills, IUD, patches, injectables, implantable contraceptives, diaphragms which are covered by the plan.
r. In Vitro fertilization and embryo transplantation, gamete introfallopian transfer (GIFT), and any costs associated with the collection, preparation or storage of sperm for artificial insemination (including donor fees).
s. Reverse sterilization.
t. Dental care, including osseous surgery. If no dental insurance exists or does not cover osseous surgery, such surgery shall be covered as any other surgery.
u. Eyeglasses, contact lenses, or examinations for the fitting of such devices or for the prescription of such devices, unless necessitated as a result of an injury, illness or disease.
v. Ordinary bandages and dressings.
w. Expenses which are covered under any other group insurance program.
x. Expenses incurred in a Skilled Nursing Facility for:
    (1) Services rendered or supplies furnished principally for custodial care, which includes, but is not limited to, nonmedical, day-to-day patient care such as assisting the patient to get dressed and use bathroom facilities;
    (2) Services rendered for care of senile deterioration, mental deficiency or retardation.
y. Examinations and procedures performed for screening-testing done without necessity, except as specifically provided by Article 55, when not indicated by symptoms or performed for treatment, including pre-marital testing surveys, research, and any procedure performed in connection with a physical examination ordered or required by an Employer as a condition of employment or the continuance of employment.
z. Charges for mileage costs or for completion of claims forms or for preparation of medical reports.
aa. Services rendered beyond the period of time generally considered necessary for diagnosis of mental retardation or mental deficiency.
bb. Services rendered for a psychiatric condition usually considered to be irremediable, except for the purpose of diagnosis of the condition as being irremediable.
cc. Any services rendered primarily for training or educational purposes; self-administered services; services directed toward self-enhancement.
dd. Treatment programs and services which are not of proven value or whose value is under investigation; research-oriented

treatment; developmental or perceptual therapy; primal therapy; biofeedback; marriage counseling; orthomolecular testing and therapy; cathectathon therapy; marathon therapy; collaborative therapy. A drug or treatment is considered experimental or investigational if it cannot be legally marketed in the U.S.; it is a subject of Phase I, II or III clinical trials or under study to determine dosage, toxicity, safety, efficacy or efficacy compared with standard means of treatment; or reliable evidence shows that the consensus of experts is that further studies are necessary to determine maximum dosage, toxicity, safety, efficacy or efficacy compared with standard means of treatment. Treatment in approved cancer clinical trials pursuant to the DAS cancer clinical or other DAS approved trial program(s) are covered.

ee. Clinic charges which are services billed by a resident, intern or other employee of a hospital or skilled nursing facility.

ff. Services for emergency first aid which are rendered in the office, place of business, or other facility maintained by the Employer.

gg. Services for which no claim was submitted within fifteen (15) months of the date of the service.

hh. Any service considered to be in the category of mental health and substance abuse which is provided to covered persons under a separate plan as described in Section 55.03 (C)(5).

ii. Hepatitis B vaccinations provided for employees pursuant to other terms of a collective bargaining agreement.

jj. Any service for which a benefit is not specifically provided by the plans.

**5. Mental Health/Substance Abuse Plan Characteristics**

A mental health and substance abuse program is provided to all participants enrolled in any Employer-sponsored health plan. Premiums for the mental health and substance abuse program shall be calculated and shall be added to the health plan premiums. The Employer shall contract for mental health and substance abuse benefits consistent with mental health parity provisions.

The care vendor shall provide quarterly reports to DAS, which shall share the reports with the JHCC, on utilization and treatment outcomes, and on the composition of its provider network (including contracted facilities). The vendor will also provide information about its programs for use in the participant education program.

Programs must include the following features:

a. A full range of culturally diverse service providers, including psychiatrists, psychologists, social workers, and licensed and certified alcohol and drug counselors;

b. A full range of facilities, including inpatient facilities and facilities for residential treatment (halfway houses, transitional programs,

etc.);

c. A full range of programs at various treatment levels, including inpatient treatment, a variety of intensive outpatient programs, and a variety of outpatient programs;
d. A range of service providers and facilities within a reasonable distance in all parts of the State;
e. Group programs on smoking cessation, stress management, weight control, family discord, and other life stress management issues;
f. Timely responses to emergency calls;
g. Protocols and programs for integrating mental health/substance abuse and other physical health programs;
h. Coordination with the State Employee Assistance Program;
i. No preset caps on participant visits or treatment;
j. A provision that the program will pay the costs of treatment by a provider not included in the care network for those persons for whom an appropriate provider is not available as follows: an outpatient provider shall be available to ninety percent (90%) of employees within 20 miles of their home; an inpatient provider shall be available within 60 miles of an employee's home;
k. Use of the proper placement criteria;
l. Separate, appropriate diagnostic capacity for discrete categories of illness (e.g. Mental health, substance abuse, eating disorders);
m. Internal financial arrangements which will not encourage under-treatment, placement at inappropriately low levels of treatment, or withholding of treatment;
n. Capacity to provide appropriate critical incident stress debriefing in conjunction with the State Employee Assistance Program;

**D. Quality Standards**

1. All licensed health plans offered to State employees shall be accredited by the National Committee for Quality Assurance unless the health plan is of a type not accredited by NCQA. The NCQA accreditation requirement may be waived by the Director of DAS after consultation with the JHCC to evaluate whether the quality measures can be met without the NCQA certification. The JHCC may require that any other health plans offered to State employees be accredited by an appropriate accreditation body.
   a. Any health plan must be properly accredited prior to submitting a bid or otherwise seeking to provide services to State employees. Such accreditation shall be in accordance with (D)(1).
   b. Any health plan providing services to State employees which loses its accreditation with NCQA or other accrediting body as described in (D)(1) above shall, from the time of such loss of accreditation, no longer be offered to newly eligible State employees, and shall not be offered to employees at the time of the next open enrollment period unless the DAS Director, upon the JHCC's recommendations, determines that the plan continue to be offered.

2. Customer Service

   All health plans offered to State employees shall have in place a toll free customer service telephone line.

3. Reporting Requirements

   Following the NCQA data definitions and specifications, all health plans shall annually submit to DAS and NCQA both HEDIS data and customer service performance data for its commercial membership, and to DAS both HEDIS data and customer service performance data for its State employee membership. Such data shall be presented to the JHCC administrative subcommittee.

4. Administrative
   a. Health plans must be able to demonstrate to the DAS Benefits Administration that they can successfully provide services for their anticipated enrollment.
   b. Health plans must ensure that all participants are held harmless from any charges beyond established fees or co-pays for any benefit provided consistent with the health plan, regardless of the contracting or non-contracting status of the provider.
   c. All licensed health plans will carry reinsurance coverage holding participants harmless from any charges resulting from out-of-network claims in the event that the health plan becomes insolvent.

**E. Coordination of Benefits**

If a health plan which is self-insured or otherwise unregulated is the secondary payer, the amount which the plan will pay shall be limited to an amount that will yield a benefit no greater than what would have been paid if the plan were the primary payer. The primary plan's benefit is subtracted from the amount the plan normally pays.

When a plan is determined to be secondary, it acts to provide benefits in excess of those provided by the primary plan. If a health plan is the secondary payer, the secondary plan shall not be required to make payment in an amount which exceeds the amount it would have paid if it were the primary plan. But, in no event, when combined with the amount paid by the primary plan, shall payments by the secondary plan exceed one-hundred percent (100%) of expenses allowable under the provisions of the applicable policies and contracts.

**F. Wellness and Health Management**

1. The State and the Union are jointly committed to promoting healthy lifestyles for State of Ohio employees. To that end the labor co-chair of the JHCC will serve on the State Healthy Ohioans committee. Furthermore, those agencies that wish to develop joint labor management wellness committees to further promote wellness initiatives within their agency may do so. The activities of the wellness committees may include but are not limited to the following:
   a. Identify areas where employees can exercise on state property on breaks, lunch or off hours;
   b. Identify ways to acquire exercise equipment for State employees to use;

c. Disseminate wellness information to State employees in a variety of ways including but not limited to newsletters, wellness fairs, lunch seminars, internet information;
d. Secure discounts for fitness clubs/gyms for State employees;
e. Work with management to eliminate barriers to employees attending wellness events or accessing wellness information.

2. Such wellness initiative shall not be construed to represent a fitness for duty requirement nor shall this Section be tied to any State fitness for duty requirements. The JHCC will review the progress of agency wellness programs. The JHCC will also explore incentives and disincentives for employee participation and make recommendations for implementation of Statewide Wellness Initiatives to the Director of DAS.
3. Health Management Programs shall be available to all participants enrolled in a health plan regardless of which plan they are enrolled in. The State, in consultation with the JHCC, may carve-out health management services from any or all health plans.
4. No later than July 1, 2008 the State shall offer to employees a wellness track option which may offer employees a monthly premium reduction or other monetary incentive for those employees who participate in the wellness track. The JHCC will be consulted on the type and amount of premium reduction or monetary incentive.

**55.04 Health Plan Selection and Contracting**

A. The Director of DAS upon recommendation by the JHCC will determine the number of health plans offered to employees in each county or other appropriate geographic grouping. In addition, a statewide plan will be available in every county. Upon recommendation of the JHCC the Director of DAS may offer alternative health plans including but not limited to multiple plan designs and networks and delivery models for medical and drug benefits. If the administrator of the plan is unable to provide a network outside of Ohio, it shall also make available an indemnity plan to State employees assigned to work outside of Ohio.

B. During the evaluation and selection process, cost will be weighted at no more than 50 percent (50%) of the total. The financial part of the evaluation tool can be increased beyond 50% by the Director of DAS after consultation with the JHCC to evaluate if quality is not compromised.

C. At any time during this Agreement, the Employer may also conduct rate negotiations with health plans. Negotiations shall only be concerning rates, and once begun, the Employer shall not accept new health plan proposals to amend their schedule of benefits, co-payments, deductibles, or out-of-pocket maximum. The Employer shall consult with the JHCC about the rate negotiations and inform the JHCC on the progress and results of said rate negotiations. If negotiations with a particular health plan do not result in rates which are satisfactory to the Employer, the Employer may, after providing notice to the JHCC refuse to permit any new enrollment in said health plan or cancel the health plan contract.

D. A consultant with expertise in large group purchasing strategies and quality measurement will be retained to assist in the development and implementation of the health plan selection process, and may be retained to assist with rate negotiations. Experience in the public sector and with employee unions will be a factor in the consultant selection process.

E. Where it is advantageous to the Employer and its employees, DAS may execute multi-year contracts or contract extensions with health plans.

F. If other political subdivisions or Employers are permitted to enroll in the State employee health plans the State will take measures as are necessary to protect such health plans from adverse experience of such admitted subdivisions or Employers.

**55.05 Employee Costs**

A. Employees will pay fifteen percent (15%) of the health care premium and the Employer will pay eighty-five percent (85%) of the health care premium; however, for any alternative plans offered pursuant to Section 55.04 (A), the employees' premium share will be determined by the Director of DAS, but will not exceed fifteen percent (15%) of the premium. Employees who include a spouse as a dependent for healthcare coverage shall pay a surcharge of $12.50 per month in addition to the family premium.

The State will deduct the employee's monthly share of the health care premium twice a month or bi-weekly as determined by the Employer.

B. The Employer's premium share of eighty-five (85%) shall be paid only on behalf of the following employees:

(1) Full-time employees.

(2) For part-time employees (including established-term appointments (ETA's) employees (unless modified by agency-specific agreement) according to the schedule in 55.05(C), provided that all part-time employees who were grand-parented under the provisions of the previous Agreements shall continue to have premiums paid pursuant to those provisions.

C. The Employer's premium share for all part-time employees shall be paid as follows:

(1) The Employer shall pay no share of the premium for part-time employees who are in active pay status an average of less than forty (40) hours in a bi-weekly pay period. However, such employees shall have the option of self-paying the entire health plan premium.

(2) The Employer shall pay fifty percent (50%) of the premium for part-time employees who are in active pay status an average of forty (40) hours or more but less than sixty (60) hours in a biweekly pay period.

(3) The Employer shall pay seventy-five percent (75%) of the premium for part-time employees who are in active pay status an average of sixty (60) hours or more but less than eighty (80) hours in a biweekly pay period.

(4) The Employer shall pay eighty-five (85%) of the premium for part-time employees who are in active pay status an average of eighty (80) hours

or more in a bi-weekly pay period.

Average hours in active pay status beginning with the pay period shall be calculated semi-annually.

For newly hired part-time employees, estimated scheduled hours shall determine the Employer contribution toward the premium cost for the first six (6) months of employment. However, if an employee has been in active pay status during at least six bi-weekly pay periods at the time that a pay period including January 1 or July 1, commences, calculations for the Employer contribution toward the premium cost shall be based upon the employee's average hours in active pay status for the number of weeks the employee worked.

Employees subject to the pro-rated Employer health plan premium share under this subsection shall be advised in writing regarding the amount of the Employer's share which applies to them. Such information shall be provided to employees with premium changes as soon as practicable after the pay periods including January 1 and July 1 of each year. Employees moving from a full-time position to a part- time position are immediately subject to the pro-rated premium based on the projected number of hours they are scheduled to work.

An Employee who declined enrollment in a health plan because he/she was not eligible to receive any Employer contribution pursuant to this Section, and who after a semi-annual calculation of average hours would otherwise become eligible to receive some Employer contribution, may enroll in a health plan within forty-five (45) days from the annual calculation date.

Employer payments for premium costs under this Article shall continue during unpaid family leaves granted pursuant to Article 49, provided the employee continues to contribute his/her share of the premium.

D. Except as provided for in Section 55.04 (A), employee co-insurance shall not exceed twenty percent (20%) of the paid charges for covered network services. In health plans which offer to employees the option of using a network or a non-network provider or facility, employee coinsurance when using a non-network provider or facility shall not exceed forty percent (40%) of the plan's reimbursement rate for non-network providers. The non-network provider may bill the participant the balance between what is charged and what the plan allows.

E. Except as provided for Section 55.04 (A), employee out-of-pocket maximums for a benefit period shall not exceed $1,500 for single coverage and $3,000 for family coverage when using covered network services. In health plans which offer to employees the option of using a network or non-network provider or facility, employee out-of-pocket maximums for a benefit period shall not exceed a combined total of $2,000 for single coverage and $4,000 for family coverage for covered services in any instance. In health plans which do not have network providers and/or network facilities, employee out-of-pocket maximums for a benefit period shall not exceed $1,500 for a single coverage and $3,000 for family coverage for covered services for use of a service type (i.e., providers or facilities) for which a network option does not exist.

F. Health Care Spending Account – The Employer will continue to offer a Health Care Spending Account to employees. Only employees who have completed their new hire probationary period are eligible to enroll in the health care spending account. The purpose of this account is for employees to use pre-tax earnings to pay for eligible health care costs as allowed by IRS Code 125 incurred within a calendar year. Such health care costs may include, but are not limited to, annual deductibles, co-pays, co-insurance and medical procedures not covered by the medical, dental, and vision plans like acupuncture, Lasik eye surgery, etc. The Health Care Spending Account Third Party Administrator's fee will be paid for by the State. The annual cap for the employee contribution to the fund shall be two thousand five hundred dollars ($2500). Upon recommendation of the JHCC the Director of DAS may increase these caps, implement the IRS permitted grace period, and/or implement a debit card to be used by employees to purchase IRS approved medical expenses with their account dollars.

## 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 judgment 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 seven dollars ($7.00) per member per month.

## ARTICLE 57 - DEATH OF A MEMBER OF THE BARGAINING UNIT

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

## ARTICLE 58 - PAYMENT OF PERSONAL EARNINGS TO A DECEASED MEMBER

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

## ARTICLE 59 - CLASSIFICATION

### 59.01 Classification Changes

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

### 59.02 Working Out of Class

**A. Position Descriptions**

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

**B. Grievance Steps**

**Step One (1) - Filing the Grievance with the Agency Director or Designee**

If an employee or the Union believes that he/she has been assigned duties not within his/her current classification, the employee or the Union may file a grievance with the Agency Director or designee. The Agency Director or designee shall investigate and issue a decision after review and approval by the Office of Collective Bargaining, within thirty-five (35) calendar days. A copy of the Director's or designee's decision and a legible copy of the grievance form shall be provided to the grievant and the Union. If the parties mutually agree, a meeting to attempt to resolve the grievance may be held at the grievant's work site prior to the issuance of the decision of the Director or designee. A request by the Office of Collective Bargaining to discuss the resolution of the grievance shall not extend the twenty (20) day period within which the Union has a right to appeal the matter to arbitration under Step Two (2). If the Director or designee determines that the employee is performing duties which meet the classification concept and which constitute a substantial portion of the duties (i.e., twenty percent (20%) or more of the employee's time if to a higher classification or eighty percent (80%) of the employee's time if to a lower classification) specified in another classification specification, the Director shall order the immediate discontinuance of the inappropriate duties being performed by the employee, unless the parties agree to the reclassification of the person and position pursuant to the provisions of this Article. If the duties are determined to be those contained in a classification with a lower pay range than the employee's current classification, no monetary award will be issued.

If the duties are determined to be those contained in a classification with a higher pay range than that of the employee's current classification, the Director or designee shall issue an award of monetary relief, provided that the employee has performed the duties as previously specified for a period of four (4) or more working days. The amount of the monetary award shall be the difference between the employee's regular hourly rate of pay, and the hourly

rate of pay at the applicable step of the higher pay range for the new classification. The applicable step shall be the step in the higher pay range which is approximately four percent (4%) higher than the current step rate of the employee. If a step does not exist in the higher pay range that guarantees the employee approximately a four percent (4%) increase, the employee will be placed in the last step of the higher pay range. The placement into the last step does not necessarily guarantee a four percent (4%) increase. If the higher level duties are of a permanent nature as agreed to by the Union and the Employer, the employee shall be reclassified to the higher classification.

If the duties are determined to be those contained in a classification with a lower pay range eighty percent (80%) or more of the time than that of the employee's current classification: 1) the Director or designee shall issue an award to cease the assignment of the lower level duties, and take appropriate action to assign duties consistent with the employee's current classification; or 2) the parties mutually agree to reclassify the employee to the lower level classification, the employee may be reassigned to the appropriate classification; or 3) if the duties cannot be assigned by the Employer, other actions, as appropriate, may be initiated under this Agreement. Management shall discuss options with the Union.

In no event shall the monetary award be retroactive to a date earlier than four (4) working days prior to the date of the filing of the original grievance. The date of the filing of the grievance shall be determined by the postmark or other evidence of delivery, whichever is earlier, to the agency.

**Step Two (2) - Appeal to Arbitration**

Grievances which have not been settled under the foregoing procedure may be appealed to arbitration by the Union by providing a written appeal and a legible copy of the Working Out of Class grievance form to the Deputy Director of the Office of Collective Bargaining within twenty (20) days of the Step One (1) answer or the date such answer was due. If the Employer fails to issue the answer and legible copy of the grievance form to the Central Office, the Union may appeal the grievance to arbitration at such time as it discovers such failure to timely answer, but not more than one-hundred twenty (120) days from the original filing of the grievance.

The parties shall schedule an arbitrator to determine if an employee was performing the duties which meet the classification concept and consist of a substantial portion of the duties (i.e., 20% or more of the employee's time if to a higher classification or eighty percent (80%) of the employee's time if to a lower classification) as specified in the classification specification other than the one to which the employee is currently assigned and for what period of time.

Present at the hearing shall be a Union representative, the grievant or the employee whose duties are being challenged, and a management representative and agency designee who will present their arguments to the arbitrator. The employee's position description will be admitted into evidence at the hearing. If the Union disagrees with the accuracy of the position description, it may file objections with the Management advocate

accompanied by its version of what actual duties were performed at least two (2) days in advance of the arbitration hearing. The objections filed by the Union will be admitted into evidence. The arbitrator will issue a binding bench decision at the conclusion of the hearing, which will identify if the employee was working out of classification and for what period of time. If the arbitrator determines that the employee is performing duties in a classification which carries a higher pay range than the employee's current classification, the arbitrator shall order the Employer to immediately discontinue such assigned duties. If the arbitrator determines the duties of the position to be of a lower classification, the arbitrator shall order the Employer to immediately discontinue such assigned duties. The arbitrator's decision concerning a lower classification is restricted to determining whether duties are performed for a substantial portion of time. Only when the employee is performing duties inconsistent with the employee's original classification assignment more than eighty percent (80%) of the employee's time will a determination be made to instruct the Employer to discontinue the assigned duties.

The determination of a monetary award shall be in accordance with Step One (1) above. However, if the Union and the Office of Collective Bargaining agree that the higher level duties are of a permanent nature and that the situation is otherwise in compliance with the provisions of this Article, they may mutually agree to reclassify the employee to the higher level classification. Likewise, the parties mutually agree to reclassify the employee to a lower classification.

The remedy ordered at any step of the grievance procedure, including a monetary award, shall be in accordance with Step One (1), above.

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

**C.**

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

## 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 Schedule**

Employees in bargaining unit 1 shall be paid in accordance with the

following schedule effective with the pay period which includes July 1, 2009.

| Pay Range | Type | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 |
|---|---|---|---|---|---|---|---|
| 06 | Hourly | 14.85 | 15.46 | 16.15 | 16.81 | | |
| | Weekly | 1,188 | 1,237 | 1,292 | 1,345 | | |
| | Annual | 30,888 | 32,157 | 33,592 | 34,965 | | |
| 07 | Hourly | 15.77 | 16.35 | 17.02 | 17.62 | 18.30 | |
| | Weekly | 1,262 | 1,308 | 1,362 | 1,410 | 1,464 | |
| | Annual | 32,802 | 34,008 | 35,402 | 36,650 | 38,064 | |
| 08 | Hourly | 16.66 | 17.40 | 18.15 | 18.97 | 19.78 | |
| | Weekly | 1,333 | 1,392 | 1,452 | 1,518 | 1,582 | |
| | Annual | 34,653 | 36,192 | 37,752 | 39,458 | 41,142 | |
| 09 | Hourly | 17.78 | 18.70 | 19.62 | 20.60 | 21.65 | |
| | Weekly | 1,422 | 1,496 | 1,570 | 1,648 | 1,732 | |
| | Annual | 36,982 | 38,896 | 40,810 | 42,848 | 45,032 | |
| 10 | Hourly | 19.19 | 20.23 | 21.32 | 22.55 | 23.76 | 24.96 |
| | Weekly | 1,535 | 1,618 | 1,706 | 1,804 | 1,901 | 1,997 |
| | Annual | 39,915 | 42,078 | 44,346 | 46,904 | 49,421 | 51,917 |
| 11 | Hourly | 21.52 | 22.56 | 23.64 | 24.87 | 26.07 | 27.37 |
| | Weekly | 1,722 | 1,805 | 1,891 | 1,990 | 2,086 | 2,190 |
| | Annual | 44,762 | 46,925 | 49,171 | 51,730 | 54,226 | 56,930 |
| 12 | Hourly | 23.04 | 24.34 | 25.65 | 27.07 | 28.58 | 30.13 |
| | Weekly | 1,843 | 1,947 | 2,052 | 2,166 | 2,286 | 2,410 |
| | Annual | 47,923 | 50,627 | 53,352 | 56,306 | 59,446 | 62,670 |

Employees in bargaining unit 15 shall be paid in accordance with the following pay schedule effective with the pay period which includes July 1, 2009.

| | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 |
|---|---|---|---|---|---|---|
| Hourly | $25.12 | $26.46 | $27.93 | $29.20 | $30.70 | $32.26 |
| Annual | $52,249.60 | $55,036.80 | $58,094.40 | $60,736.00 | $63,856.00 | $67,100.80 |

**60.03 Promotions**

Employees who are promoted within the unit shall be placed at a step to guarantee them an increase of approximately four percent (4%), except as otherwise provided in Section 60.06.

**60.04 Step Movement**

An employee shall receive a step increase upon satisfactory completion of the probationary period. Step increases shall occur annually thereafter if the employee receives an overall "satisfactory" rating on his/her annual performance evaluation. If the employee's performance evaluation is not completed on time, the employee shall not be denied a step increase.

**60.05 Pay Range Assignments for Unit Classifications**

Unit classifications are assigned to the following pay ranges:

| | | |
|---|---|---|
| 52531 | CAD Specialist | 08 |
| 52451 | Highway Patrol Communications Technician | 08 |
| 52461 | Highway Patrol Dispatcher | 08 |
| 52471 | Highway Patrol Electronic Technician 1 | 09 |
| 52472 | Highway Patrol Electronic Technician 2 | 11 |
| 52473 | Highway Patrol Electronic Technician 3 | 12 |
| 26711 | Highway Patrol Trooper | 11 |
| 26713 | Highway Patrol Sergeant | 13 |

**60.06 Pay Range Reassignments**

Employees whose classifications receive a pay range reassignment shall have their salary adjusted in accordance with Section 60.04 of this Article. All employees affected by such promotion or upgrading shall be placed on that step of the new pay range that is equal to the employee's present rate or, if none exist that are equal, then the next greater amount.

**60.07 Seniority Step Increase**

An additional step of five percent (5%) shall be paid to all Troopers with ten (10) years seniority. Except that during the period from July 1, 2003 through June 30, 2005, there shall be no advancement to step 6 of pay range 11 for troopers who attain 10 years seniority. No retroactive movement shall occur for the two (2) years that have been skipped. Effective July 1, 2005 any trooper with ten (10) years of qualifying seniority shall advance to step 6 of pay range 11.

**60.08 Performance Evaluation**

**A. Use**

All non-probationary employees shall be given an employee performance evaluation during the sixty (60) day period immediately preceding the anniversary date of the end of the employees probationary period. Those employees who are at the top step shall be evaluated annually, thereafter.

Employee performance evaluations shall be used for all purposes for which employee evaluations are normally used, including but not limited to, merit based incentive programs designed to award employees for specific forms of job performance. The performance evaluation shall include a summary conclusion section for the supervisor to rate the employee's overall performance as either "satisfactory" or "unsatisfactory."

**B. Limits**

Employees shall receive and sign a copy of their evaluation forms after all comments, remarks and changes have been noted. A statement of the employee's objection to an evaluation or comment may be attached and put in the personnel file. Employees are not entitled to union representation during performance reviews.

**C. Appeals**

An employee may appeal his/her performance evaluation, by submitting a "Performance Evaluation Review Request" to the management designee

(other than the Employer representative who performed the evaluation) within seven (7) days after the employee received the completed form for signature. A conference shall be scheduled within seven (7) working days and a written response submitted within seven (7) working days after the conference.

If the employee is still not satisfied with the response, the employee may appeal his/her performance evaluation to the Agency designee (e.g., Human Resources, Labor Relations). This level of appeal shall not be available to any employee who has received a rating of "Meets" or "Above," in all categories.

The appeal shall contain a reason and/or documents to identify why the performance evaluation is not accurate. Any documents used by the Employer in evaluating an employee's performance shall be furnished by the Employer to the employee upon request. The Agency designee may hold a conference or do a paper review of the performance evaluation. A written response will be issued within fourteen (14) calendar days after the appeal is requested. The performance evaluation appeal process is not grievable except as outlined below:

If an employee is denied a step increase because his/her overall performance is rated "unsatisfactory," the employee may appeal such action directly to Step Two (2) of the Grievance Procedure. If the grievance is unresolved at Step Two (2), appeal may be taken to Step Three (3) of the Grievance Procedure, The Office of Collective Bargaining. No further appeal may be taken. Should the appeal be successful, the step increase shall be retroactive to the date on which it was due.

**60.09 Electronic Funds Transfer**

All employees shall receive their pay via direct deposit. Employees shall authorize the direct deposit of the employee's compensation into a financial institution of the employee's choice or execute the required documentation to authorize the direct deposit into a financial institution designated by the Board of Deposits for the benefit of the employee.

## 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.

Longevity adjustments are based solely on length of service excluding any service time earned between the pay periods that include July 1, 2003 and June 30, 2005, inclusive. 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

**63.01**

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

**63.02**

Shift differential will be paid for all shifts where the starting time is between 2PM and 12AM. Employees eligible for shift differential will receive such differential for all hours of the shift.

**63.03**

The Employer retains the right to redefine the shift hours to qualify for shift differential based on the management needs of the Employer. Employees will receive shift differential payment only for time actually worked, not for sick leave, disability leave, vacation, personal leave, occupational injury leave, bereavement leave, holiday time off or compensatory time off. Authorized shift differential will be expressed as (flat rate) cents-per-hour. The established rate shall be one dollar ($1.00) per hour for second and third shift. No additional shift differential will be paid where shift differential is automatically computed into the overtime compensation rate.

**63.04**

Where the relief dispatcher works a third shift in a workweek, he/she shall be paid a "Premium Shift Differential" of two dollars ($2.00) per hour for all hours worked during that third shift only. The Premium Shift Differential is paid in lieu of the regular shift differential rate.

When the Employer requires the relief Sergeant to work more than two (2) different shifts in any given forty (40) hour workweek, the relief Sergeant shall receive an eight dollar ($8) payment, provided that at least eight (8) hours has been worked on each of the three (3) shifts during that week.

**63.05**

All fill-in shifts will receive shift differential for all hours worked.

## ARTICLE 64 - VOLUNTARY COST SAVINGS PROGRAM

Voluntary Cost Savings Program Plans shall offer employees two (2) options.

A. Option #1 shall allow full-time employees the opportunity to reduce their bi-weekly schedule by no less than eight (8) hours and no more than forty (40) hours. Leave used under this plan will be considered leave without pay and as inactive pay status. Leave accruals and health insurance shall not be affected by cost savings days. Employees participating in this plan shall maintain their full-time status for the purposes of health care premiums in accordance with Article 51. Further, employees shall not incur a break in State service and seniority. Seniority and State service credit will be based on eighty

(80) hours per pay period. The maximum number of hours available to be reduced by any employee is five hundred twenty (520) in a fiscal year or a total of six (6) months, whichever comes first.

B. Option #2 shall allow full-time, part-time and established term employees the opportunity to take unpaid leaves of absence in blocks of time no less than two (2) weeks and up to a maximum of thirteen (13) weeks within a fiscal year. The Employer will continue to pay its share of health insurance premiums during utilization of this plan. Employees participating in this plan are responsible for their share of health insurance premiums for all insurance programs in which they are enrolled at the time of the leave. Leave used under this plan will be considered leave without pay and as inactive pay status. Employees will not incur a break in State service or seniority as long as the employee returns to employment on or before the indicated date.

C. All employees (except project employees) who have completed their initial probationary period shall be eligible to participate in this program.

D. Participation in this program is strictly voluntary.

E. Employees participating in this program shall not be eligible for unemployment benefits.

F. Once a Voluntary Cost Savings Program schedule is approved by the Employer, the employee must complete and sign a Voluntary Cost Savings Agreement. A Voluntary Cost Savings Agreement can be terminated by the Employer upon providing ten (10) working days' notice in writing to the employee. Such termination shall not be grievable. The employee may terminate his/her Voluntary Cost Savings Agreement upon ten (10) working days' notice in writing unless mutually agreed to otherwise.

G. The Employer has sole discretion to approve or deny an employee's Voluntary Cost Savings leave request. Denial of Voluntary Cost Savings leave request shall be non-grievable.

H. Before the implementation of the Voluntary Cost Savings Program the agency Labor-Management Committee shall meet to discuss questions and issues relating to the program. After implementation of the Agreement, the parties through a Labor-Management Committee will continue to monitor its application including disputes and/or related problems on an ongoing basis. The Employer may discontinue this program upon providing the Union with thirty (30) days' notice.

I. The Voluntary Cost Savings Program shall be considered a pilot program and will expire on the same date as this collective bargaining agreement.

## 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 who are assigned to work away from their regular work location and are required to stay overnight, in addition to the commutation time provided in Article 26, the employee shall be reimbursed up to the rate set by the U.S. General Services Administration, plus tax per day for actual lodging and expenses incurred, with the exception of training assignments at the Highway Patrol Academy. The employee shall receive a per diem rate for meal expenses and other incidentals incurred with the exception of training assignments at the Highway Patrol Academy, at the rate set by the U.S. General Services Administration, prorated in accordance with the regulations of the Office of Budget Management. A state car may be provided for state business.

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

## ARTICLE 66 - MISCELLANEOUS

**66.01 Arrests**

No troopers 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 Emergency Leave**

**A. Weather Emergency**

Employees directed not to report to work or sent home due to a weather emergency as declared by the Director of the Department of Public Safety, shall be granted leave with pay at regular rate for their scheduled work hours during the duration of the weather emergency. The Director of the Department of Public Safety is the Governor's designee to declare a weather emergency which affects the obligation of State employees to travel to and from work. Employees required to report to work or required to stay at work shall receive their total rate of pay for hours worked during the weather emergency. In addition, employees who work during a weather emergency declared under this section shall receive a stipend of eight ($8.00) dollars per hour worked.

An emergency shall be considered to exist when declared by the Employer, for the county, area or facility where an employee lives or works.

For the purpose of this section, an emergency shall not be considered to be an occurrence which is normal or reasonably foreseeable to the place of employment and/or position description of the employee.

Essential employees shall be required to work during emergencies. Essential employees who do not report when required during an emergency must show cause that they were prevented from reporting because of the emergency. During the year, extreme weather conditions may exist and

roadway emergencies may be declared by local sheriffs in certain counties, yet no formal weather emergency is declared by the Governor or designee and state public offices remain open. Should this situation occur, agency directors and department heads are encouraged to exercise their judgment and discretion to permit non-essential employees to use any accrued vacation, personal or compensatory leave, if such employees choose not to come to work due to extenuating circumstances caused by extreme weather conditions. Non-essential employees with no or inadequate accrued leave may be granted leave without pay. Nothing in this section prevents an appointing authority from using his/her discretion to temporarily reassign non-essential employees to indoor job duties consistent with their job classification, so that such employees are not performing unnecessary road or travel related duties during days or shifts of especially inclement weather.

**B. Other than Weather Emergency**

Employees not designated essential may be required to work during an emergency. When an emergency, other than weather emergency, is declared and leave is granted, such leave is to be used in circumstances where the health and safety of an employee or of any person or property entrusted to the employee's care could be adversely affected. Payment for hours worked for other than weather emergencies shall be pursuant to Section 66.04 (A) above.

**66.05 Washing of Cruisers**

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

**66.06 Technology**

In accordance with applicable law, no state employee should have an expectation of privacy while on paid time as an employee.

## 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 in Chapter 4117 of the Ohio Revised Code. The parties mutually agree to make recommendations to the General Assembly which may be necessary to give force and effect to the provisions of this agreement.

## ARTICLE 70 - DURATION

This Agreement shall become effective on July 1, 2012 and shall terminate at 11:59 p.m. on June 30, 2015.

The parties here caused this Agreement to be executed this 1st day of July, 2012.

On Behalf of

**The State of Ohio**

John R. Kasich, Governor

Robert Blair, Director
Department of Administrative Services

Timothy S. Keen, Director
Office of Budget and Management

Michael P. Duco, Deputy Director
Office of Collective Bargaining

Harry Colson
Office of Collective Bargaining

Michael J. D'Arcy
Office of Collective Bargaining

Katharine M. Nicholson
Office of Collective Bargaining

Kristen N. Rankin
Office of Collective Bargaining

Aimee Szczerbacki
Office of Collective Bargaining

Thomas P. Charles, Director
Department of Public Safety

Colonel John Born
Department of Public Safety

Major George J. Williams
Department of Public Safety

Staff Lt. Charles J. Linek III
Department of Public Safety

Lt. Kevin D. Miller
Department of Public Safety

Sgt. Corey W. Pennington
Department of Public Safety

John Audet
Department of Public Safety

Julianne Lee
Department of Public Safety

The parties here caused this Agreement to be executed this 1st day of July, 2012.

On Behalf of

## The Ohio State Troopers Association

Herschel M. Sigall, General Counsel
Ohio State Troopers Association

Tpr. Charles M. Gannon
Ohio State Troopers Association

Klaine N. Silveira, Assistant General Counsel
Ohio State Troopers Association

HPLD Jessica Heiselman
Ohio State Troopers Association

Larry K. Phillips, President
Ohio State Troopers Association

HPCT Denise Domenikos
Ohio State Troopers Association

Sgt. Shane Johnson, B.U. 15 Chairperson
Ohio State Troopers Association

HPET3 Bill Humpel
Ohio State Troopers Association

Tpr. Nikki Snead, B.U. 1 Chairperson
Ohio State Troopers Association

Sgt. Paul March
Ohio State Troopers Association

Tpr. Eric Carroll
Ohio State Troopers Association

Sgt. Adam Burkhart
Ohio State Troopers Association

Tpr. Sharese Williams
Ohio State Troopers Association

Sgt. Bryan Cook
Ohio State Troopers Association

## APPENDIX A

Reserved for future use.

## APPENDIX B - LAYOFF JURISDICTIONS

**District #1**

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

**District #2**

| | | |
|---|---|---|
| Ottawa | Seneca | Crawford |
| Erie | Huron | Wyandot |
| Sandusky | Richland | Marion |

**District #3**

| | | |
|---|---|---|
| Lorain | Stark | Ashland |
| Medina | Wayne | Holmes |
| Summit | Cuyahoga | |

**District #4**

| | | |
|---|---|---|
| Lake | Trumbull | Mahoning |
| Ashtabula | Portage | Columbiana |
| Geauga | | |

**District #5**

| | | |
|---|---|---|
| Mercer | Champaign | Preble |
| Auglaize | Miami | Montgomery |
| Shelby | Darke | Clark |
| Logan | | |

**District #6**

| | | |
|---|---|---|
| Union | Licking | Pickaway |
| Delaware | Franklin | Fairfield |
| Morrow | Madison | Perry |
| Knox | | |

**District #7**

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

**District #8**

| | | |
|---|---|---|
| Butler | Clinton | Clermont |
| Warren | Highland | Brown |
| Greene | Hamilton | Adams |

Fayette

**District #9**

| | | |
|---|---|---|
| Ross | Vinton | Scioto |
| Hocking | Jackson | Lawrence |
| Athens | Pike | Gallia |
| Meigs | | |

## APPENDIX C - DRUG-FREE WORKPLACE POLICY

**Section 1. Statement of Policy**

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.

**3. Rebuttable Presumption**

For the determination of eligibility for Workers' Compensation and benefits a positive test creates a "rebuttable presumption:" (1) if an employee has been injured and the Employer had reasonable cause to suspect the employee may be intoxicated or under the influence of a controlled substance not prescribed by his/her doctor, or (2) at the request of a police officer pursuant to a traffic stop and not at the request of the employee's employer, or (3) at the request of a licensed physician who is not employed by the employee's employer. Facts and inferences may be based on, but not limited to: (1) Observable phenomena, such as direct observation of use, possession, or distribution of alcohol or a controlled substance, or of the physical symptoms of being under the influence of alcohol or a controlled substance, such as but not limited to slurred speech, dilated pupils, odor of alcohol or a controlled substance, changes in affect, or dynamic mood swings; (2) A pattern of abnormal conduct, erratic or aberrant behavior, or deteriorating work performance such as frequent absenteeism, excessive tardiness, or recurrent accidents, that appears to be related to the use of alcohol or a controlled substance, and does not appear to be attributable to other factors; (3) The identification of an employee as the focus of a criminal investigation into unauthorized possession, use, or trafficking of a controlled substance; (4) A report of use of alcohol or a controlled substance provided by a reliable and credible source; (5) Repeated or flagrant violations of the safety or work rules of the employee's employer, that are determined by the employee's supervisor to pose a substantial risk of physical injury or property damage and that appear to be related to the use of alcohol or a controlled substance and that do not appear attributable to other factors.

**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 seven (7) days after the Facility/Institution has received the random list. Any employee who is not tested within seven (7) days 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.

Employees on their initial probationary period who test positive for drugs or alcohol from either a random or reasonable suspicion test shall not be eligible for a last chance or EAP Agreement. The probationary employee shall be terminated on the first occasion in which he/she tests positive for alcohol or other drugs.

## APPENDIX D - Shift Bid Exceptions

**Section 1. Definitions**

A. Shift Bid Period – between fifty (50) and thirty (30) days prior to the beginning of the new assignment (work schedule).
B. (Vacation) Window Period – between thirty (30) and twenty (20) days prior to the beginning of the new assignment (work schedule).

**Section 2. Transfers, Return from Separations and Disability Retirements**

Bargaining Unit members who have been officially notified of a transfer, or those who return to duty from separation, or disability retirement prior to the closing of the Shift Bid Period will bid at the facility they return or transfer to only if it is within thirty (30) days from the first day of the new work schedule. The Union agrees to permit up to an additional ten (10) days to both the Shift Bid Period and Window Period parameters to facilitate shift and vacation bidding. There will be no re-bidding of shifts once the initial Shift Bid Period has closed and the (vacation) Window Period has opened. Bargaining Unit members transferring to a post outside of these parameters shall work the priority shift selected by the facility commander until the next Shift Bid Period.

**Section 3. Extended Absences**

Bargaining Unit employees, absent because of disability, occupational injury, or military leave, will only be permitted to submit a shift selection bid or (vacation) Window Period request if they have a projected return to duty date within the first seven (7) days of either three (3) month period (or before the beginning of the second three (3) month period) of the new schedule provided they can submit their bids during the Shift Bid Period. Bargaining Unit employees who return to work after the shifts have been bid shall work the priority slot selected by the facility commander.

**Section 4. Post to Post Transfer**

If two units have been approved for a post to post transfer, the units will take over the shift being vacated at the post they are transferring to.

## APPENDIX E - BARGAINING UNIT 1 SENIORITY MEMORANDUM OF UNDERSTANDING

**Definition**

For employees who enter Unit 1 after February 1, 1992, bargaining unit seniority is the length of service in a position or a series of positions within bargaining units 1 or 15 without a break in service as defined in Article 36. For employees who entered the bargaining unit prior to February 1, 1992 the following shall apply:

1. For employees who entered the bargaining unit prior to March 29, 1989 seniority shall be defined as length of time previously served as an employee of any State agency.
2. For employees entering the bargaining unit after March 29, 1989 seniority shall be defined as total length of time served as an employee of the Highway Patrol without a break in seniority as defined under Article 36.

Bargaining unit seniority will be totaled upon exit from Bargaining Unit 1 if a member immediately enters Unit 15. If without a break in service from Unit 15 the member returns to Unit 1 all seniority earned as a member of Unit 1 and Unit 15 will apply to Unit 1 seniority day for day. Bargaining unit seniority shall terminate for all others in accord with Article 36, Section 36.03.

**Application of Bargaining Unit Seniority**

Bargaining unit seniority shall be applied to rights related to transfers, shift bids, leave approvals, and other assignments if required by this agreement.

Only seniority earned while a Highway Patrol Trooper or Sergeant will qualify a Trooper for the five percent (5%) additional step to be paid upon reaching ten (10) years seniority under Article 60.

Application of Bargaining Unit Seniority:

Dispatchers/Communication Technicians

Highway Patrol Dispatcher and Communication Technician shall be considered equal classifications for purposes of bargaining unit seniority.

In situations where this Memorandum of Understanding conflicts with Article 36, this memo shall control.

## APPENDIX F - DOG HANDLER DRUG TESTING POLICY (Unit 1)

**Definitions:**

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

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

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

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

procedures for the handling of evidence in criminal cases.

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

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

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

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

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

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

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

**Basis for Ordering a Dog Handler to be Tested for Drug Abuse**

In addition to random testing, Dog Handlers may be tested for drug abuse when there is reasonable suspicion to believe the member to be tested is using or abusing drugs. Such reasonable suspicion must be based on specific articulable facts, which, taken together with rational inferences from those facts, reasonably warrant drug testing. In addition, members may be tested for drug abuse during working hours under any of the following conditions:

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

**Urine Samples**

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

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

**Testing Procedure**

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

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

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

The urine sample is first tested using a screening procedure. A specimen testing positive will undergo an additional confirmatory test. An initial positive report will not be considered positive, rather it will be classified as confirmation pending. Where a positive report is received, urine specimens shall be maintained under secure storage for a period of not less than one (1) year. Any sample which has been adulterated or is shown to be a substance other than urine shall be reported as such. All test results shall be evaluated by suitably trained medical or scientific personnel prior to being reported. All unconfirmed positive test records shall be destroyed by the laboratory. Test results shall be treated with the same confidentiality as all medical records under the laws of the State of Ohio.

**Disciplinary Action**

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

**Voluntary Participation in a Dependency Program**

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

1. Participation in the Employee Assistance Program is subject to the terms and conditions outlined in Article 41 of this agreement.
2. Should permission to return to duty following rehabilitative treatment be granted, the member shall be required to actively continue in a recognized abuse program monitored by the Employee Assistance Program and/or another qualified medical professional and shall be required to undergo three urine tests within the one-year period starting from the date of return to duty.
3. Dog Handler who returns to duty following rehabilitative treatment is ever again found to be in violation of this policy he/she shall be terminated. The right to appeal shall be limited to due process and not the level of discipline imposed.

Drug abuse or participation in any drug abuse rehabilitation program will not preclude disciplinary action against members for any law or rule violation which may be connected in part with drug abuse, even if a rehabilitation program is voluntarily undertaken.

## APPENDIX G - CHILD CARE (Unit 1)

**Child Care Expenses Reimbursement Program**

The Employer will assure that eligible employees have the opportunity to participate in a child care expenses reimbursement program which provides the reimbursement on a pre-tax basis in accordance with Section 129 of the Internal Revenue Service Code as amended and other applicable law.

A. Eligibility

1. Employees must have been employed full time since January 1 of the previous year to receive full reimbursement; provided however, that
2. Full-time employees whose employment began after January 1 of the previous year and part-time employees are eligible for this program on a prorated basis based on the number of hours worked in a calendar year.
3. For the calendar year beginning January 1, 2006 the employee's adjusted gross family income for the calendar year for which they seek child care expenses reimbursement shall not exceed $40,000.
4. The employee had employment-related child care expenses in the previous calendar year equal to or greater than the amount of the payment as provided in Section C below;
5. Employment-related child care expenses must have been for those children defined pursuant to IRS Section 129, at the time the expenses were incurred.

B. Verification

No later than April 15, employees must submit a copy of their Form 1040 and a copy of their receipt(s) for child care expenses for the previous calendar year to be eligible for reimbursement. Employees, and spouses when joint income is used, may be required to authorize the Employer to obtain verification of tax information through State and/or Federal Tax authorities.

C. Reimbursement Schedule

Maximum reimbursement shall be as follows:

(1) $500.00 for one eligible child
(2) $800.00 for two eligible children
(3) $100.00 for each eligible child thereafter to a maximum family allotment of $1000.00

D. Proration

Proration of child care expenses reimbursement based on calendar year adjusted gross family income shall be as follows:

| Adjusted Gross Family Income | One Child | Two Children | Three or more/ Each child | Family Maximum |
|---|---|---|---|---|
| Less than $30,000 | $500 | $800 | $100 | $1000 |
| $30,001 to $35,000 | 375 | 600 | 75 | 750 |
| $35,001 to $40,000 | 250 | 400 | 50 | 500 |

**Dependent Care Spending Account Program**

The Employer will continue to provide employees with the opportunity to participate in a program which allows employees to deposit pre-tax income into a dependent care spending account. Money in this account may be utilized to help pay the expenses of caring for dependent children or adults. The program

shall include the following characteristics:

A. It is in accordance with Sections 129 and 125 of the Internal Revenue Service Code as amended and other applicable law;
B. It assists in paying the expenses of caring for a dependent child or adult for whom care must be provided in order for the employee to work;
C. All permanent full-time and permanent part-time employees are eligible to participate;
D. The program has an annual open-enrollment period.

**Communication of Programs**

Within 90 days of the effective date of this Agreement the Employer and the Union will meet to discuss development of appropriate methods to communicate these programs to employees.

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