

# AGREEMENT

Between



**THE STATE OF OHIO**  
**And**



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

**1986-1988**

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## **ARTICLE 1 — AGREEMENT**

This Agreement is made and entered into at Columbus, Ohio, this sixteenth day of June, 1986, by and between the State of Ohio, Office of Collective Bargaining, with its principal office and place of business at 375 South High Street, 17th Floor, Columbus, Ohio, hereinafter referred to as "State" or "Employer" and the Fraternal Order of Police, Ohio Labor Council, Inc., with its principal office and place of business at 4222 East Broad Street, Columbus, Ohio 43213 hereinafter referred to as "Labor Council" or "F.O.P."

## **ARTICLE 2 - PURPOSE**

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

## **ARTICLE 3 - GRAMMAR**

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

## **ARTICLE 4 - EFFECT OF AGREEMENT/ PAST PRACTICE**

This Agreement is a final and complete agreement of all negotiated items that are in effect throughout the term of this Agreement. No verbal statements shall supersede any provisions of this Agreement.

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

## **ARTICLE 5 - CONFLICT AND AMENDMENT**

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

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

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

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

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

## **ARTICLE 6 - MANAGEMENT RIGHTS**

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

- A. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
- B. Direct, supervise, evaluate, or hire employees;
- C. Maintain and improve the efficiency and effectiveness of governmental operations;
- D. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- E. Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;
- F. Determine the adequacy of the work force;
- G. Determine the overall mission of the employer as a unit of government;
- H. Effectively manage the work force;
- I. Take actions to carry out the mission of the public employer as a governmental unit;
- J. Determine the location and number of facilities;
- K. Determine and manage its facilities, equipment, operations, programs and services;
- L. Determine and promulgate the standards of quality and work performance to be maintained;
- M. Take all necessary and specific action during emergency operational situations;

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

## **ARTICLE 7 - UNION RECOGNITION AND SECURITY**

### **§7.01 Bargaining Unit**

The Employer hereby recognizes the Fraternal Order of Police, Ohio Labor Council, Inc. as the sole and exclusive bargaining agent for the purpose of collective bargaining on all matters pertaining to wages, hours, terms and other conditions of employment for employees in the bargaining unit. The bargaining unit for which this recognition is accorded is defined in the Certification issued by the State Employment Relations Board on December 9, 1985 (Case No. 85-MF-12-4750). This Agreement includes all permanently appointed full and part-time employees employed in classifications and positions listed in Appendix A of this Agreement. The Employer shall notify the Employee Organization of any changes in the classification plan 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.

### **§7.02 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.

## **ARTICLE 8 - NO STRIKE PROVISION**

There shall be no strikes during the term of this Agreement. The Labor Council agrees that for the term of this Agreement they shall not authorize or sanction, and members of the Fraternal

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

## **ARTICLE 9 - NON-DISCRIMINATION**

Neither party will discriminate for or against any member of the bargaining unit on the basis of age, sex, marital status, race, color, creed, national origin, religion, handicap, political affiliation, sexual preference or for the purpose of evading the spirit of this Agreement; except for those positions which are necessarily exempted by bona fide occupational qualifications due to the uniqueness of the job, and in compliance with the existing laws of the United States, the State of Ohio, or Executive Orders of the State of Ohio.

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

## **ARTICLE 10 - F.O.P. TIME**

### **§10.01 Associates**

The Labor Council may designate only one Labor Council Associate and alternate at each Department/Agency facility. The Labor Council Associates are union stewards as that term is generally used. The alternate shall serve in the absence of the Associate. The Associate or alternate will be permitted time off during his/her normal tour of duty to attend to the administration of the Agreement. During such time the Associate or alternate shall continue to be paid at his/her regular rate and shall receive all fringe benefits, seniority accrual and other benefits. When

not using time for such purposes, Associates and alternates will perform their regularly assigned job duties. An employee must have completed his/her probationary period before becoming an Associate or alternate.

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

Labor Council Associates or alternates shall investigate and process grievances for employees, and represent employees as provided for in the grievance procedure contained in Article 20 and in predisciplinary conferences on paid time with no loss of benefits. Each Associate or alternate will notify his/her supervisor of the necessity to leave his/her work assignment to carry out duties in connection with this Agreement. Associates may use a reasonable amount of working time to receive and investigate complaints and grievances of employees on the premises of the Employer only if such activity does not interfere with or interrupt Department/Agency operations and with prior approval by the grievant's supervisor. Permission will be granted after consideration of work operations by the Employer. Such permission will not be unreasonably withheld. If it should become necessary to deny such paid time in connection with the investigation or processing of a grievance, the time provided in the grievance procedure for action to be taken by the Labor Council will automatically be extended. Such extensions will be calculated by adding one working day to the time limits for each day on which the Labor Council Associate or alternate is denied paid time to carry out his/her duties in connection with this Agreement.

Upon entering any work area other than his/her own and prior to engaging in any steward duties, the Associate shall report to the supervisor of the work area. He/she shall identify the nature of the activity he/she is to perform. The Labor Council shall provide written notification to the Employer of the appointment of Associates or alternates five (5) days prior to such appointment being effective. No appointment will be recognized until written notification is received by the Employer.

#### **§10.02 FOP/OLC Designated Meeting Areas**

The FOP/OLC shall have access to all Department/Agency approved public meeting areas/facilities and shall be in compliance with Department/Agency regulations regarding use of these designated areas.

#### **§10.03 Contact with Employees**

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

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

#### **§10.04 Labor Council Delegate and Officer Leave**

A bank of 1,900 hours of unpaid time off each year of the contract will be made available to Labor Council delegates and officers for Labor Council business at the discretion of the Labor Council. This unpaid leave may be used in conjunction with paid time such as compensatory time, personal leave and holiday compensatory time at the option of the specific delegate or officer.

If Labor Council delegate and officer leave is used in conjunction with vacation leave, then twenty-one (21) days advance notice must be given.

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

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

#### **§10.05 Labor Council Materials**

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

#### **§10.06 Negotiating Committee**

The Labor Council Bargaining Committee shall consist of eight (8) bargaining unit employees. Members of the negotiating team shall be granted paid administrative leave for the time of each negotiating session. Paid administrative leave shall be limited to eight (8) hours for each day of negotiations. The respective Departments/Agencies will assign persons appointed to the bargaining team to the day shift with weekends off. If negotiations are suspended for any extensive period of time, the members of the negotiating team will be returned to their normal work schedule. Administrative leave shall be limited to a total of one hundred sixty (160) hours for each employee involved in the negotiations process. All travel, lodging, and meal expenses of

the employees involved shall be the responsibility of the employee organization. Members of the Labor Council's bargaining team shall not use State vehicles for transportation to or from bargaining sessions.

#### **§10.07 Bargaining Agent Business**

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

### **ARTICLE 11 - DUES DEDUCTION**

#### **§11.01 Deduction of Dues**

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

The Employer agrees to deduct from the wages of all employees who are members of an affiliated Lodge of the Fraternal Order of Police (Lodge Numbers 140, 143, 144, 149 and 173) all Lodge dues uniformly required. The Labor Council will notify the Employer annually of the dues it charges and its current membership and will update this information as needed.

#### **§11.02 Fair Share Fee**

When the Fraternal Order of Police/Ohio Labor Council, Inc. provides the Employer with a written statement indicating that a majority of the bargaining unit employees are in favor of enacting a service fee, or as of the date that more than fifty (50%) percent of the employees of the bargaining unit become dues paying members of the Labor Council or Fraternal Order of Police lodges, then all members of the bargaining unit shall either become dues paying members of the Fraternal Order of Police, Ohio Labor Council, or as a condition of continued

employment, remit to the Labor Council a fair share fee in the amount of fifteen dollars (\$15.00) per month per person, in accordance with the provision of the Ohio Revised Code, Section 4117.09(C). This amount shall be deducted from the wages of all such non-member employees on the same basis as the deductions made for dues from members of the Labor Council. Nothing in this section shall be construed to require any employee to become a member of the Labor Council or a member of any Lodge of the Fraternal Order of Police.

#### **§11.03 Collection of Dues Deduction and Fair Share Fee**

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

All dues and fair share fees collected shall be paid over by the Employer once each month to the Fraternal Order of Police, Ohio Labor Council at 4222 East Broad Street, Columbus, Ohio, 43213. No fees will be charged for this deduction.

### **ARTICLE 12 - BALLOT BOXES AND ELECTIONS**

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

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

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

### **ARTICLE 13 - FOP/OLC BULLETIN BOARDS**

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

The Labor Council agrees not to post any material which is profane, obscene or defamatory to the Employer, its representatives, or any individual, or which constitutes campaign material between competing employee organizations. The Labor Council representative and facility administrator shall be held responsible for maintaining the accuracy and ethical standards of any material posted pursuant to this Section. The Labor Council representative or facility administrator shall remove any materials in violation of this Section.

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

### **ARTICLE 14 - HEALTH AND SAFETY**

#### **§14.01 Mutual Concern**

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

#### **§14.02 Compliance**

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

#### **§14.03 Equipment**

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

#### **§14.04 Unsafe Conditions**

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

#### **§14.05 Unsafe Equipment**

The Employer will not instruct an employee to operate any equipment which anyone in the exercise of ordinary care would reasonably know that such operation might cause injury to the employee or anyone else. An employee shall not be subject to disciplinary action by reason of his 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 supervisor concerning the question of whether or not a particular piece of equipment is unsafe, the appropriate management designee shall be notified and the equipment shall not be operated until that designee has inspected said equipment and deemed it safe for operation. Any question concerning the propriety of directives may be resolved in the grievance procedure.

#### **§14.06 Safety Rules**

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

#### **§14.07 Committee**

In order to provide a safe and healthful workplace, the Department of Natural Resources and the Labor Council shall establish a joint health and safety committee. Such committee shall be established within sixty (60) days after the signing of this Agreement. The committee shall be composed of three (3) representatives of the Employer and three (3) representatives of the Labor Council. The committee will be co-chaired by representatives of the Labor Council and the appropriate administrator. The committee's general responsibility will be to provide recommendations for a safe and healthful workplace by recognizing hazards and recommending abatement of hazards and education programs.

The committee shall:

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

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

#### **§14.08 Health and Safety Agenda**

The other agencies covered by this Agreement shall include a health and safety agenda in conjunction with the Labor/Management Committee under the same guidelines as in Section 63.07.

#### **§14.09 Duty to Report**

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

## **ARTICLE 15 - LABOR/MANAGEMENT COMMITTEE**

### **§15.01 Purpose**

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

### **§15.02 Composition and Conduct of Committee**

For each department that has more than fifty (50) employees in the bargaining unit, the Department and the Labor Council shall each appoint four (4) members to the Labor/Management Committee. The purpose of this committee is to provide a means of continuing communication between the parties and for promoting a climate of constructive employee-employer relations. This committee will meet as frequently as the parties feel necessary but not less than twice yearly and discuss any issues which either party wishes to raise relating to the Department provided that no agreement may be reached on any matter that would alter in any way the terms of this Agreement. Neither party has an obligation to act upon the issues raised.

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

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

## **ARTICLE 16 - EMPLOYEE ASSISTANCE PROGRAM**

### **§16.01 Orientation and Training**

Each Labor Council Associate shall receive orientation and training in the Employee Assistance Program Central Ohio Office Operation (hereinafter E.A.P.) and referral procedures at the expense of the Employer.

### **§16.02 Committee Representation**

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

### **§16.03 Guidelines**

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

### **§16.04 Employees Covered under E.A.P.**

The E.A.P. will be available to members of the bargaining unit and their immediate family (spouse and children). To the extent possible, the services of the E.A.P. will also be made available to employees who are temporarily laid-off, retired, or disabled.

### **§16.05 Scope of Coverage**

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

### **§16.06 Applicable Provisions**

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

### **§16.07 Referrals**

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

### **§16.08 Expenses**

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

### **§16.09 Diagnostic, Referral and Case Management**

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

### **§16.10 Leave**

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

### **§16.11 Formal and Voluntary Referral**

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

#### **§16.12 Confidentiality**

Confidentiality of records shall be maintained at all times within the E.A.P. Information concerning an individual's participation in the program shall not enter his or her personnel file. In cases where the employee and the Employer jointly enter into a voluntary agreement, in which the Employer defers discipline while the employee pursues a treatment program, the employee shall waive confidentiality and the Employer shall receive regular reports as to the employee's continued participation and success in the treatment program.

#### **§16.13 Job Security**

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

#### **§16.14 Diagnosis of Problems**

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

### **ARTICLE 17 - PERSONNEL FILES**

#### **§17.01 Inspection of Personnel Files**

Any bargaining unit member shall have the right to inspect his/her personnel file, except material which may not be disclosed in accordance with Chapter 1347 of the Ohio Revised Code, upon request during normal business hours, Monday through Friday (except holidays). The member has the right to provide written authorization for his/her bargaining agent representative to act for the member in requesting access to the personnel

file and in reviewing said file. Anyone inspecting a member's file shall sign indicating he/she has reviewed the file.

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

#### **§17.02 Amount of Personnel Files and Documents**

There shall be only one (1) official personnel file for each employee which shall be maintained in the (Central) personnel office of the Department/Facility. Additional personnel files may be established and maintained provided that no material relating to conduct, discipline or job performance shall be maintained in any file that is not also maintained in the official file. A copy of all documents relating to conduct, discipline or work performance shall be given to the employee at the time of its placement.

#### **§17.03 Inaccuracies**

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

#### **§17.04 Copies**

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

In any case in which a written reprimand, suspension or dismissal is disaffirmed or otherwise rendered invalid, all documents relating thereto will be removed from all department files.

#### **§17.05 Record Removal and Limited Access File**

All records of disciplinary action will not be utilized by the Employer beyond a two (2) year period if no further disciplinary action occurs during the two (2) year period. Records of disciplinary actions and all documents related thereto shall be removed from the personnel file after the two (2) year period.

Said records shall be 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 discipline, promotions or assignments.

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

### **ARTICLE 18 - INTERNAL INVESTIGATION**

#### **§18.01 Purpose**

The parties recognize that the State has the right to expect that a professional standard of conduct be adhered to by all unit personnel regardless of rank or assignment. Since internal investigations may be undertaken to inquire into complaints of misconduct by bargaining unit employees, the State reserves the right to conduct such investigations to uncover the facts in each

case while protecting the rights and dignity of accused personnel. In the course of any internal investigation, all investigative methods employed will be consistent with the law.

#### **§18.02 Bargaining Unit Member Rights**

1. When an employee is to be interviewed or questioned concerning a complaint or allegation of misconduct, the employee 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 each complaint or allegation against him/her.

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

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

4. An employee who is to be interviewed, questioned, or tested concerning the employee's performance or fitness for office shall be informed that the interview, questioning or test is part of an official investigation and that the employee is subject to disciplinary action, including dismissal, for failing to answer the

questions. The employee will be advised that the answers may not be used against him/her in criminal proceedings. If, during the investigation, it is believed the member has knowledge of, or has participated in, any act which violates the criminal laws of the United States, the State of Ohio or any of its political subdivisions, the employee shall be advised of all constitutional and other legal rights applicable.

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

#### **§18.03 Chemical and Mechanical Tests**

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

#### **§18.04 Line-up**

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

#### **§18.05 Polygraph Machines**

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

#### **§18.06 Notification of Disciplinary Action**

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

#### **§18.07 No Disciplinary Action Taken**

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

#### **§18.08 Disciplinary Action**

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

#### **§18.09 Off-Duty States**

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

### **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. The employees will not lose any pay, fringe benefits or seniority as the result of administrative leave. Administrative leave may be instituted as the result of the Employer's reasonable belief that the employee participated in an event or was in a condition of significant consequence to the Employer, the employee, or the public. Such administrative leave with pay shall be for the purpose of investigating the event or the condition.

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

#### **§19.03 Length of Suspensions**

No suspension without pay of more than ninety (90) days may be given to an employee.

#### **§19.04 Pre-suspension or Pre-termination Conference**

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

The employee may waive this conference if the employee so desires. The conference shall be scheduled no earlier than three (3) working days following the notice to the employee. Absent any extenuating circumstances, failure to appear at the conference will result in a waiver of the right to a conference.

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

There shall be no transcript or recording made at this hearing by either party.

The employee has the right to have a representative of his/her choice present at the conference. The employee or his/her

representative and the Employer's representative have the right to cross-examine any witnesses at the conference or have voluntary witnesses present at the conference to offer testimony, provided however, that the Employer maintains the right to limit the witnesses' testimony to matters relevant to the proposed suspension or termination and to limit redundant testimony. The Employer shall first present the reasons for the proposed disciplinary action. The employee may, but is not required to give testimony.

After having considered all evidence and testimony presented at the conference, the Employer's representative shall, within ten (10) working days of the conclusion of the conference, submit a written recommendation to the appointing authority, the employee and the Labor Council representative involved.

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

The appointing authority shall render a decision within a reasonable period of time to accept, reject, or modify the recommendation.

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

#### **§19.05 Progressive Discipline**

The following system of progressive discipline will be ordinarily followed. However, more severe discipline may be imposed at any point if the infraction or violation merits the more severe action.

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

## ARTICLE 20 - GRIEVANCE PROCEDURE

### §20.01 Purpose

The State of Ohio and the Fraternal Order of Police, Ohio Labor Council, Inc. recognize that in the interest of harmonious relations, a procedure is necessary whereby employees can be assured of prompt, impartial and fair processing of their grievances. Such procedure shall be available to all bargaining unit employees and no reprisals of any kind shall be taken against any 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. Grievance - The word grievance as used in this Agreement refers to an alleged violation, misinterpretation or misapplication of a specific article or articles, section or sections of this Agreement.

2. Disciplinary Grievance - refers to a grievance involving a written reprimand, suspension, removal or a reduction in pay and/or position. Such a grievance shall be initiated at the third step of the grievance procedure. Initial probationary employees shall not have access to the disciplinary grievance procedure.

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

4. Fraternal Order of Police, Ohio Labor Council, Inc. Representative - An Associate or Fraternal Order of Police, Ohio Labor Council, Inc. staff representative.

### §20.03 Specific Provision

The grievant shall cite on the grievance form the specific article(s), 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.

### §20.04 Grievant

A grievance under this procedure may be brought 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 desire to file a grievance involving an alleged violation which affects more than one member in the same way, the grievance may be filed by the Fraternal Order of Police, Ohio Labor Council, Inc. provided that at least one member so affected signs the grievance. Grievances so initiated shall be called class grievances. The title on the grievance shall bear the name of the one (1) affected member plus the designation *et al.* Class grievances shall be filed within fourteen (14) days of the date on which any of the like-affected grievants knew or reasonably could have had knowledge of the event giving rise to the class grievance. Class grievances shall be initiated directly at the third step of the grievance procedure.

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

### §20.05 Termination of the Issue

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

### §20.06 Grievance Procedure

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

### **Preliminary Step: Immediate Supervisor**

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

### **Step 1 - Next Level Supervisor or Designee**

A member who is not satisfied with the response of the supervisor in the preliminary step, may request a Step 1 hearing. A member having a grievance shall present it to his/her immediate supervisor within fourteen (14) days of the date on which the grievant knew or reasonably should have had knowledge of the event giving rise to the grievance. The grievance at this step shall be submitted to the immediate supervisor in writing using a form mutually agreed upon by the parties. The immediate supervisor shall have responsibility to immediately transmit the grievance to the next level supervisor.

Grievances submitted beyond the fourteen (14) day time limit will not be honored. In addition, if the requirements of the preliminary step have not been attempted, the Employer shall have no obligation to process the grievance. The grievance forms may be obtained at each facility. On this form the grievant shall specify the article, section or combination thereof of the Agreement which he/she alleges has been violated, and specify the remedy sought. The next level supervisor shall indicate the date and time of his/her receipt of the form. Within five (5) days of the next level supervisor's receipt of the written grievance,

he/she shall schedule a meeting with the grievant to discuss the grievance. A Fraternal Order of Police, Ohio Labor Council, Inc. representative shall attend this meeting. He/she may represent the grievant unless requested not to do so by that person. The next level supervisor shall respond to this grievance by writing his/her answer on the grievance form and returning a copy to the grievant and a copy to the Fraternal Order of Police, Ohio Labor Council, Inc. within ten (10) days of the meeting required above. Meetings will ordinarily be held at the worksite in as far as practicable.

### **Step 2 - Next Level Supervisor or Designee**

Should the grievant not be satisfied with the written answer received in Step 1, within ten (10) days after receipt thereof, the grievant, or at his/her request, the Fraternal Order of Police, Ohio Labor Council, Inc. may appeal the grievance to the next level supervisor and request that the meeting contemplated by this step be scheduled by mailing or otherwise delivering a copy of the grievance form to that supervisor.

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

A Fraternal Order of Police, Ohio Labor Council, Inc. representative shall attend this meeting. He/she shall represent the grievant, unless such representation is not desired by the grievant.

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

### **Step 3 - Director/Appointing Authority or His/Her Designee (Institutional Superintendent where appropriate)**

Should the grievant not be satisfied with the written answer received in Step 2, within ten (10) days after receipt thereof, the grievant or at his/her request the Fraternal Order of Police, Ohio Labor Council, Inc. may appeal the grievance to the Director/Appointing Authority or a designee and request that the meeting contemplated by Step 3 be scheduled by mailing or otherwise delivering a copy of the grievance form to the Director or a designee. Upon receipt of the grievance, the Director or designee shall schedule a meeting to be held within fifteen (15) days to discuss the grievance.

A Fraternal Order of Police, Ohio Labor Council, Inc. representative shall attend this meeting. He/she shall represent the grievant, unless such representation is not desired.

The Director/Appointing Authority or a designee shall render his/her decision in writing and return a copy to the grievant and the Fraternal Order of Police, Ohio Labor Council, Inc. within fifteen (15) days after the meeting with the grievant.

#### **Step 4**

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

#### **Step 5**

If the Fraternal Order of Police, Ohio Labor Council, Inc. is not satisfied with the answer at Step 4, it may submit the grievance to arbitration under the provisions of Section 20.07 of this Article, by written notice of its desire to do so, presented to the Director of the Office of Collective Bargaining within fifteen (15) days after receipt of the decision in Step 4.

#### **§20.07 Arbitration**

##### **1. Arbitration Panel**

Within thirty (30) days after this Agreement becomes effective, the parties (The Office of Collective Bargaining and the Fraternal Order of Police, Ohio Labor Council, Inc.) shall select a panel of arbitrators. The panel shall be assigned cases in rotation order designated by the parties. Each arbitrator shall serve for the duration of this Agreement, unless his/her services are terminated earlier by written notice from either party to the other. The arbitrator shall be notified of his/her termination by a joint letter from the parties. The arbitrator shall conclude his/her services by settling any grievances previously heard. A successor arbitrator shall be selected by the parties.

The panel shall consist of at least six (6) and no more than eight (8) arbitrators. 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 six (6) 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 arbitrators.

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

Within sixty (60) days of the effective date of this Agreement, the parties will mutually agree on a set of rules of arbitration. Insofar as is practical the rules will be based on the Voluntary Rules of the American Arbitration Association that are applicable to this Agreement.

## **2. Witnesses**

The Employer agrees to allow witnesses time off with pay to attend the hearing.

## **3. Expenses**

- a. All other fees and expenses of the arbitrator 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. Arbitration Decisions**

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

## **5. Arbitrator Limitations**

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

## **6. Subpoena**

- a. The arbitrator 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 arbitrator shall contact the other party and hear and consider objections to the issuance of said subpoena(s). The arbitrator shall not subpoena persons to offer repetitive testimony.
- b. When the arbitrator 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 testimony desired in such manner as will not cause these problems.
- c. Where the intent of the parties is determined to be relevant, no more than one (1) member of either bargaining committee may be called as a witness by a party.

## **7. Discovery**

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

## **8. Issues**

Prior to the start of an arbitration under this Article, the Employer and the Fraternal Order of Police, Ohio Labor Council, Inc. shall attempt to reduce to writing, the issue or issues to be placed

before the arbitrator. In cases where such a statement of the question is submitted, the arbitrator'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.

#### **9. Representation**

The parties may be represented by their representatives or legal counsel. More than one issue may be submitted at the same time to arbitration, particularly if they are related to each other.

#### **§20.08 Disciplinary Grievances**

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

2. Written reprimands shall be grievable. They shall be filed directly to Step 3 which shall be the final level of review. Written reprimands shall not be subject to arbitration under this Agreement. Verbal reprimands shall not be grievable under this Agreement.

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

4. Unless mutually agreed otherwise, disciplinary arbitrations shall be held within thirty (30) calendar days. In the event the next arbitrator on the rotation list is unable to convene a hearing within thirty (30) days, the parties shall seek an alternate arbitrator by taking the next arbitrator on the list who can meet the scheduling requirements.

5. Disciplinary arbitration hearings will be conducted as all other arbitrations except that at the conclusion of the hearing,

5. Disciplinary arbitration hearings will be conducted as all other arbitrations except that at the conclusion of the hearing, the arbitrator 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.

6. Initial probationary employees shall not file grievances regarding any disciplinary matter.

#### **§20.09 Expedited Disciplinary Arbitration Procedure**

For all disciplinary grievances except removals/terminations the following procedure shall apply:

1. The parties agree that there will be only a limited number of witnesses called. Rather, each party will reduce to writing its version of what happened along with the names of any witnesses to the incident(s) giving rise to the discipline or any facts surrounding same. The parties will exchange these written statements at least fifteen (15) days prior to the arbitration hearing.

2. Each party shall then have the responsibility of collecting written notarized statements from any witnesses it desires. Such witness statements shall be exchanged at least five (5) days prior to the scheduled hearing. These notarized statements shall be received by the arbitrator and considered as evidence. Any party wishing to cross-examine on the contents of a notarized statement shall subpoena that person or ask him/her to voluntarily appear.

3. On the day of the hearing, the arbitrator shall consider the arguments of the representative of each party, and the written statements and notarized witness statements. Documents may be entered by either side without the necessity of identification by a witness.

4. This expedited procedure shall apply to all disciplinary suspensions, demotions and/or reductions.

5. Termination/Removal cases may be held pursuant to this procedure at the option of the grievant and the bargaining agent.

#### **§20.10 Representation**

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

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

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

#### **§20.11 Miscellaneous**

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

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

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

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

3. At any step in this grievance procedure, the Fraternal Order of Police, Ohio Labor Council, Inc. shall have the final authority, in respect to any aggrieved employee covered by this Agreement, to decline to process further a grievance, complaint, disagreement, or dispute, if in the judgment of the Fraternal Order of Police, Ohio Labor Council, Inc. such grievance or dispute 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 Fraternal Order of Police, Ohio Labor Council, c.

## ARTICLE 21 - WORK RULES

### 1.01 Copies of Work Rules

The Employer agrees that existing work rules, policies, procedures, and directives shall be reduced to writing and be made available to affected employees at each work location. To the extent possible, new work rules and directives shall be provided to the Labor Council two (2) weeks in advance of their implementation. In the event that the Labor Council wishes to present the views of the bargaining unit regarding a new work rule or directive, a time will be set aside at the regularly scheduled Labor/Management Committee meeting. The issuance of work rules and directives is not grievable. The application of such rules and directives is subject to the grievance procedure.

### 1.02 Application

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

## ARTICLE 22 - HOURS OF WORK AND OVERTIME

### 2.01 Work Week and Work Day

The normal work week for all full-time permanent employees shall be forty (40) hours. The work week shall commence at 0 hours on Sunday and end at 23:59 hours on Saturday.

The normal work day shall be eight (8) consecutive hours, ten (10) consecutive hours for those scheduled to work four days a week.

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

### §22.02 Posting of Work Schedules

Work schedules shall be posted for a minimum of four (4) weeks in advance. Work schedules shall not be established to avoid overtime but for efficient operations. After the schedule has been posted it will remain in effect for the duration of the posted period except in emergency situations. Work schedules shall be retained for twelve (12) months in each facility. Within a classification, requests for days off will be determined by seniority. Shift assignments will be established by seniority within a classification. Employees at work facilities without work schedules shall be notified of special assignments two (2) weeks in advance whenever possible.

### §22.03 Work Schedule/Split-Shift

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

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

### §22.04 Meal Breaks

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

## §22.05 Breaks

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

## §22.06 Report-Back Pay

1. 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 or she is scheduled to return to work.

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

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

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

## §22.07 Overtime and Compensatory Time

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

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

2. The Employer may elect to compensate the employee with compensatory time off in lieu of cash overtime payment for hours in an active pay status more than forty (40) hours in any calendar week. Such compensatory time shall be granted on a time and one-half (1.5) basis. A bargaining unit member shall be paid for unused compensatory time only upon termination of employment. (The Employer shall not substitute compensatory time in lieu of cash payment should the maximum accrual for compensatory time allowed by the Fair Labor Standards Act as amended be reached.)

3. Whenever funds are available, the Employer shall permit the employee to take overtime payment in lieu of compensatory time.

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

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

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

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

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

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

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

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

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

#### **§22.08 Overtime Assignment**

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

Within the guidelines set forth above, good faith attempts will be made to equalize overtime at any one facility.

#### **§22.09 Court Pay**

Members of the bargaining unit who are required to appear in court or at an administrative agency or proceeding on behalf of the Employer during their off-duty hours as a result of their official duties, shall be guaranteed a minimum of two (2) hours pay or actual hours worked, whichever is greater. The Employer shall not change an employee's schedule or scheduled shift in order to avoid payment for such time incurred during off-duty hours without the consent of the employee involved.

#### **§22.10 Reporting to Work**

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

#### **§22.11 Stand-by Pay**

Whenever an off-duty employee is placed on a stand-by basis by the Employer for an emergency, he/she will be paid one-half ( $\frac{1}{2}$ ) of his/her regular rate of pay for all hours that he/she is actually on stand-by.

### **ARTICLE 23 - TEMPORARY WORKING LEVEL**

#### **§23.01 Payment of Temporary Working Level**

The Employer may temporarily assign an employee to duties of a position with a higher pay range. If the temporary assignment is for a continuous period in excess of seven (7) days, the affected employee shall receive a pay adjustment which increases the employee's base rate of pay to the greater of the: a) classification salary base of the higher level position or b) a rate of pay at least five (5) percent above his/her current rate of compensation. This 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.

#### **§23.02 Duration of Temporary Working Level**

The Employer shall not extend a temporary assignment beyond a ten (10) week period unless the Office of Collective Bargaining has given prior approval and the temporary assignment is being utilized to fill a position which is vacant as a result of an approved disability leave. The temporary assignment in such instance may be extended for the entire period of the vacancy which was the result of an approved disability leave.

#### **§23.03 Bargaining Unit Status**

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

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

### **ARTICLE 24 - SHIFT TRADE**

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

1. All requests for shift trades must be approved by the immediate supervisor. Requests for shift trades shall not be unreasonably denied.

2. Shift trades shall not create an overtime liability for the Employer.

3. The date(s) requested for a shift trade(s) shall be mutually agreed upon by the employees involved. All requests for shift trade must be made in writing two (2) weeks prior to the date(s) requested; however, this requirement may be waived by the Employer.

4. Once an employee has traded shifts he/she shall not request a shift trade for the duration of his/her temporary shift adjustment.

### **ARTICLE 25 - RIDING WITH MEMBERS OF THE BARGAINING UNIT**

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

### **ARTICLE 26 - RESIDENCY**

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

In addition to the above provision, Division of Wildlife Game Protector 2 personnel through mutual agreement with the Chief of Wildlife Division shall reside in the county of their work assignment, and Division of Wildlife Investigators through mutual agreement with the Chief of Wildlife Division shall reside within the Work Unit of their assignment. These requirements shall apply to all future hires, transfers or promotions, effective with the signing of this Agreement. The Employer reserves the right to deny transfers or promotions if the employee refuses to agree with this residency requirement.

## **ARTICLE 27 - REPORTING ON-DUTY ILLNESS OR INJURY**

### **§27.01 Reporting**

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

### **§27.02 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.

### **§27.03 Agency Responsibility**

If a bargaining unit member is injured on the job, the Employer will secure medical attention and, if necessary, provide transportation to the nearest medical facility. Bargaining unit members who experience work-related illness or injury on the job will be paid their regular rate for the balance of their shift. When bargaining unit members are no longer able to perform the reasonable and substantial duties of their position after sustaining on-the-job illness or injury they will be placed on the appropriate leave effective with the following shift.

## **ARTICLE 28 - MEDICAL EXAMINATIONS**

### **§28.01 Submission to Medical Examination**

The Director/designee may require that an employee submit to a medical examination in accordance with administrative rule 124:1-33-04 in order to determine the employee's capability to perform the substantial and material duties of the employee's position. No approval by the Director of Administrative Services

is required. The cost of such a medical examination shall be paid by the Appointing Authority and shall be conducted by a physician designated by the Appointing Authority.

### **§28.02 Hazardous Material**

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

### **§28.03 Treatment**

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

## **ARTICLE 29 - UNIFORMS, EQUIPMENT, VEHICLES**

### **§29.01 Uniforms**

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

When uniforms are provided by the Department/Agency, the employee shall wear the uniform during tour of duty hours as per Department policy and will be responsible for its safekeeping. An employee who fails to follow guidelines set forth by the Employer to safeguard uniforms or equipment or who willfully destroys the uniform may be charged for replacement on a fair "wear and tear" basis.

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

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

Liquor Control employees in the bargaining unit shall receive a uniform allowance for maintenance and repair of one hundred and twenty-five dollars (\$125.00) each year. This uniform allowance shall be paid in the pay check for the pay period including July first of each year beginning July 1, 1986.

#### **§29.02 Equipment**

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

#### **§29.03 Vehicles**

1. The Departments/Agencies agree to maintain in a safe and serviceable condition vehicles that meet the operational needs of the Department's enforcement operations and activities. Plugged tires will only be used as spare tires on enforcement vehicles.

#### **2. Department of Natural Resources**

a. All State Parks classified as four (4) and five (5) level parks plus Portage, John Bryan, Buckeye Lake, Beaver Creek, Geneva, Headlands, and Maumee Bay parks will have at least one (1) passenger vehicle designated for enforcement use only. At Portage, John Bryan, Buckeye Lake, Beaver Creek, Geneva, Headlands and Maumee Bay said vehicles shall be provided on a replacement basis. The designated passenger vehicles will be a sedan, stationwagon, or four-wheel drive vehicle.

b. When the vehicle designated for enforcement is replaced at four (4) and five (5) level parks and the parks listed separately above, it will be replaced with a "police package" sedan or four-wheel drive passenger vehicle. The Department retains the option of providing a sedan, truck or four-wheel drive vehicle, for enforcement use at three (3), two (2) and one (1) level parks. Except as indicated above, the Department also retains the right to utilize the vehicles provided for enforcement use at three (3), two (2), and one (1) level parks for non-enforcement purposes but enforcement will be given priority use in these parks.

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

d. Marked patrol vehicles will only be driven by state employees.

3. Marked police vehicles used by Mental Health and Mental Retardation Police Officers will be equipped with a light and siren, first-aid equipment, and road flares. On a replacement basis, every consideration will be given to replacing the lights with light bars.

#### 4. Department of Liquor Control

Vehicles driven by Liquor Control Investigators will be maintained according to current policies and procedures.

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

If an employee is required by the Employer to use his/her personal vehicle for state business, he/she shall be reimbursed at the rate allowed by the Internal Revenue Service (IRS).

#### §29.04 Equipment

1. Employees will not be required to repair state-issued shoes.
2. One pair of rubber gloves will be available in all enforcement vehicles.

### ARTICLE 30 - COMPENSATION FOR LOST OR DAMAGED PERSONAL PROPERTY

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

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

This Article shall only apply to the following:

(1) Wrist watch up to \$50;

(2) Prescription eye glasses up to \$70 and only to the extent that such replacement is not covered by the State's optical plan, and/or Workers' Compensation.

### ARTICLE 31 - PROMOTIONS

#### §31.01 Vacancies

A bargaining unit vacancy is defined as a position above entry level for a full or part-time permanent position in the bargaining unit which the Employer has determined to fill. All vacancies as defined above shall be filled through promotion except when pursuant to Article 33. When such a vacancy occurs, the Employer shall post notification in a conspicuous manner at the Agency's district office/facility. In the Department of Natural Resources and the Department of Liquor Control such notices shall be posted throughout the state. Employees who do not report to an office shall continue to receive notification by mail.

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

#### §31.02 Selection Process

Bargaining unit employees who file timely applications for promotions shall be considered for the vacant position. Seniority within the same like classification within the same agency shall be the deciding factor where abilities are determined equal. Employees who bid shall be notified of the results of the selection process in writing.

The Employer may establish formal competitive examinations for promotions. All examinations for promotions shall be competitive and in writing. In promotional examinations, credit for seniority in service shall be added to the examination grade

if the applicant achieves the minimum passing score on the examination. When examinations have been given, in all cases where vacancies are to be filled by promotional testing, the Director of Administrative Services shall certify to the Employer the names of the employees having the highest rating. The eligibility list will be posted at all facilities. The Employer shall promote the employee with the highest rating first. No rule of three shall apply.

### **§31.03 Probationary Period**

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

## **ARTICLE 32 - STANDARDS OF PERFORMANCE**

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

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

The Department/Agency retains the right to evaluate employees periodically. If the Department/Agency chooses to use a performance evaluation instrument different than that utilized by the Department of Administrative Services, the Employer/Agency shall notify the Fraternal Order of Police, Ohio Labor Council, Inc. and consult with them prior to implementing the new instrument. Evaluations shall be subject to the grievance procedure directly to Step 3. No further appeal will be permitted.

## **ARTICLE 33 - TRANSFER AND REASSIGNMENT**

### **§33.01 Transfers**

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

#### **ODNR (Parks and Recreation)**

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

### **§33.02 Reassignments**

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

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

### **§33.03 Moving**

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

Moving expenses will be authorized and paid by the Employer for employees when the transfer has been mandatorily required by the Employer. Moving expenses will not be granted when the transfer is at the request of the individual or if the initial move of the cadets is upon graduation and assignment from the Academy. When reimbursed, moving expenses will be paid in accordance with the Ohio Revised Code currently in effect with the ratification of this Agreement.

### **§33.04 Temporary Living Expenses**

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

### **§33.05 Transfers**

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

## **ARTICLE 34 - SENIORITY**

### **§34.01 Seniority Definition**

#### **A. State Seniority**

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

#### **B. Classification Seniority**

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

#### **C. Classification Series Seniority**

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

#### **D. Agency Seniority**

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

### **§34.02 Termination of Continuous Service**

#### **A. Continuous service shall terminate when the employee:**

- 1) Quits or resigns, and is separated from employment for more than one (1) year;
- 2) Retires;
- 3) Is discharged;

4) Fails to timely return without permission from:

- a. leave of absence;
- b. recall after layoff; or
- c. sick leave.

B. A termination of employment for any reason lasting less than thirty-one (31) days shall not constitute a break in continuous service. Continuous service also will not be interrupted if the employee was on approved leave of absence or the employee is re-employed within one (1) year from the date of a layoff.

#### **§34.03 Seniority Lists**

The Employer shall prepare and maintain seniority lists of all employees and shall furnish said lists semi-annually to the Labor Council. Such lists shall include the name, current classification, Agency Classification Seniority, Classification Seniority, Classification Series Seniority, State Seniority, for each bargaining unit employee and location of employees.

#### **§34.04 Identical Hire Dates**

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

### **ARTICLE 35 - REDUCTION IN FORCE**

In the event that it becomes necessary for the Employer to reduce its work force, the Employer shall follow the procedures outlined in the Ohio Revised Code and Ohio Administrative Code in effect as of the date of the ratification of this Agreement.

### **ARTICLE 36 - EDUCATION AND TRAINING**

The Department/Agency agrees that the Fraternal Order of Police, Ohio Labor Council, Inc. Director or his designee shall

be given the opportunity to participate in and give input into training programs established by the respective Departments/Agencies which affect bargaining unit members.

#### **§36.01 Ohio Department of Natural Resources**

The Ohio Department of Natural Resources agrees to provide the training mandated by the Ohio Peace Officers Training Council (herein after referred to as OPOTC) to obtain or retain Ohio Peace Officer Certification to those members of the bargaining unit that are required to receive Peace Officers Training by the Ohio Revised Code. This training will be conducted by certified Ohio Peace Officer Instructors.

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

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

#### **§36.02 Mental Health/Mental Retardation**

All members of the bargaining unit employed and commissioned as police officers in the Department of Mental Health and the Department of Mental Retardation and Developmental Disabilities shall be required to successfully complete the OPOTC Basic Police Training within one (1) year of the effective date of this Agreement. All training is to be paid by the Employer on paid time. All members of the bargaining unit originally appointed as a police officer after the effective date of this Agreement shall be required to successfully complete the OPOTC

Basic Police Training within one (1) year of the original date of appointment. Failure to successfully complete the Basic Police Training shall result in termination of employment and is not subject to the disciplinary grievance procedure. Possession of a current OPOTC Basic Police Training Certificate shall be deemed as being in compliance with this provision.

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

The Departments retain the right to require additional training requirements at the Employer's expense as deemed necessary.

#### **§36.03 Department of Liquor Control**

The Department of Liquor Control agrees to provide, at the Employer's expense, the training mandated by the OPOTC to obtain or retain Ohio Peace Officer Certification, to those members of the bargaining unit required to receive Peace Officer training by the Ohio Revised Code. Any newly hired member of the bargaining unit who fails to successfully complete the required training within one (1) year of appointment shall have his/her employment terminated. All training is to be paid by the Employer on paid time.

#### **§36.04 Education**

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

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

1. The employee receives a grade for each course equivalent to a numerical grade of 2.5 or higher on a 4.0 scale.

2. The education or training is received at an institution that is authorized by the Ohio Board of Regents and is accredited by the North Central Association of Colleges and Schools.

3. The employee submits certified proof of completion of the course and a receipt to his/her facility administrator showing the tuition involved has been paid.

4. The employee submits a written request to his/her facility administrator prior to the start of the course for which tuition reimbursement is sought, and receives approval for the request.

5. The contents of the course(s) taken must be job-related, increasing the employee's skills and/or knowledge relating to the present job or a higher-level position within the Division.

6. The maximum reimbursement possible will be \$30 for each quarter-hour and \$50 for each semester-hour of coursework.

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

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

### **ARTICLE 37 - VACATION ALLOWANCE**

#### **§37.01 Rate of Accrual**

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

## Length of State Service

	Accrual Rate	
	Per Pay Period	Per Year
Less than 1 year	3.1 hours	80 hours upon completion of one year of service
1 year or more	3.1 hours	80 hours
6 years or more	4.6 hours	120 hours
13 years or more	6.2 hours	160 hours
25 years or more	7.7 hours	200 hours

Effective with the approval of this Agreement, only service with state agencies, i.e. agencies whose employees are paid by the Auditor of State, will be computed for purposes of determining the rate of accrual for new employees in the bargaining unit. Service time for vacation accrual for current employees will not be modified by the preceding sentence.

### §37.02 Maximum Accrual

Vacation credit may be accumulated to a maximum that can be earned in three (3) years. Further accumulation will not continue when the maximum is reached.

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

### §37.03 Eligible Employees

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

### §37.04 Vacation Leave

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

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

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

4. All other requests for vacation leave shall be made at least twenty-one (21) days prior to the commencement of the requested vacation leave period. Requests made less than twenty-one (21) days prior to the commencement of the vacation leave period may be considered by the Employer but need not be approved, regardless of staffing needs.

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

### **§37.05 Termination from Service**

Upon termination for any reason, all vacation leave balances will be paid to the employee at the time that the employee receives his/her pay check for the final pay period of work.

## **ARTICLE 38 - HOLIDAYS**

### **§38.01 List of Days**

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

1. New Year's Day - (first day in January)
2. Martin Luther King's Birthday - (third Monday in January)
3. President's Day - (third Monday in February)
4. Memorial Day - (last Monday in May)
5. Independence Day - (fourth of July)
6. Labor Day - (first Monday in September)
7. Columbus Day - (second Monday in October)
8. Veteran's Day - (eleventh of November)
9. Thanksgiving Day - (fourth Thursday in November)
10. Christmas Day - (twenty-fifth of December)
11. Any day appointed and recommended by the Governor of the State of Ohio or the President of the United States.

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

### **§38.02 Holiday Pay**

Full-time employees are automatically entitled to eight hours (8) of holiday pay regardless of whether they work on the holiday. Compensation for working on a holiday is in addition to the automatic eight hours of holiday pay and shall be computed at the rates prescribed in Section 38.03 of this Article.

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

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

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

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

### **§38.03 Computation of Holiday Pay or Holiday Compensatory Time**

An employee who is required to work a holiday or is called in may choose to receive overtime pay equivalent to one and one-half (1.5) times the hours worked times the total rate or receive compensatory time equivalent to one and one-half (1.5) times the hours worked. All compensatory time accrued will be placed into a special holiday bank.

All overtime worked by an employee on a holiday will be compensated at two and one-half (2.5) times the total rate of pay or receive compensatory time equivalent to two and one-half (2.5) times the hours worked.

Holiday compensatory time will be used by the end of the year or by June 30th of the following year if the work occurred in the second half of the year.

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

## ARTICLE 39 - PERSONAL LEAVE

### §39.01 Eligibility for Personal Leave

Each full-time member shall be eligible for personal leave with pay.

### §39.02 Credit of Personal Leave

1. Each full-time employee shall be credited with twenty-four (24) hours of personal leave each year. Such credit shall be made to each employee beginning the first day of the base pay period.

2. Each person who receives a full-time appointment subsequent to the base pay period shall be credited with twenty-four (24) hours of personal leave less nine-tenths of an hour for each pay period subsequent to the base pay period and prior to the pay period during which the appointment was made.

### §39.03 Compensation

Compensation for personal leave shall be equal to an employee's base rate of pay.

### §39.04 Charge of Personal Leave

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

### §39.05 Uses of Personal 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 normally scheduled work hours.

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

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

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

6. Weddings of members of the immediate family.

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

8. Any other matter of a personal nature.

### §39.06 Notification and Approval of Use of Personal Leave

Employees may use personal leave upon giving reasonable notice to the employee's supervisor. Personal leave shall not be unreasonably denied. Such requests should be in writing. Requests should, when possible, be made within a reasonable time in advance of the date or dates requested for use of personal leave unless the use is for an emergency situation.

### §39.07 Overtime/Compensatory Time

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

### §39.08 Resignation/Retirement

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

An employee shall have, pursuant to the following provisions, the option to convert to cash benefit or carry forward the balance of any unused personal leave credit at year's end. For purposes of this section the term "year's end" means the last day of the pay period preceding the base pay period.

1. Carry forward the balance of personal leave credit up to a maximum of sixteen (16) hours.

2. Convert the balance of personal leave to accumulated sick leave to be used in the manner provided by Section 124.382 of the Ohio Revised Code and the appropriate administrative rules.

3. Receive a cash benefit conversion for the unused balance of personal leave. The cash benefit conversion shall equal one hour of the employee's base rate of pay for every one hour unused credit that is converted.

An employee eligible to receive a cash benefit conversion of personal leave credit at year's end must indicate his/her desire to convert any personal leave no later than the end of the pay period that includes the first day of November. The Director of the respective Department/Agency shall be responsible for reporting the conversion requests to the Department of Administrative Services.

#### **§39.10 Conversion of Personal Leave Credit Upon Separation From Service**

An employee shall be entitled, upon separation for any reason, to a cash conversion benefit for unused personal leave credit pursuant to the provisions of this Article. For purposes of this section the term "separation" shall mean any voluntary or involuntary termination from services, including resignation, retirement, removal from service, and layoff from service but does not include death of an employee.

An employee who has accumulated personal leave credit under the provisions of this Article shall be entitled to, upon separation of service, a cash benefit conversion for all accumulated personal leave credit.

Payment for accumulated unused personal leave credit shall be at a rate equal to an employee's base rate of pay.

The respective Department/Agency shall be responsible for notifying an employee in writing of his/her right to convert personal leave credits upon separation.

If an employee, who has separated from state service and has received cash benefits for personal leave credit pursuant to the provisions of this Article, is reinstated or reemployed in state service he/she shall not be granted reinstatement of personal leave credit converted to a cash benefit nor will the employee be entitled to any additional personal leave credit before the next base pay period.

#### **§39.11 Transfer of Personal Leave Credit**

An employee who transfers from one state agency to another shall be credited with the unused balance of his personal leave credit up to a maximum personal leave accumulation permitted in the state agency to which the employee transfers, provided that if no personal leave accumulation is permitted in the agency to which the employee is transferred the employee will receive personal leave cash conversion benefits as provided in Section 39.09 of this Article.

#### **§39.12 Death of a Member**

Payment of accumulated personal leave to the estate of a deceased member shall be done in accordance with the procedure provided by Ohio Revised Code Section 2113.04 consistent with Section 39.09 above.

## ARTICLE 40 - SICK LEAVE

### §40.01 Definitions; Sick Leave for State Employees

1. "Base pay period" means the pay period that includes the first day of December.
2. "Pay period" means the fourteen (14) day period of time during which the payroll is accumulated, as determined by the Director of Administrative Services.
3. "Active pay status" means the conditions under which an employee is eligible to receive pay, and includes, but is not limited to, vacation leave, sick leave, and personal leave.
4. "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.
5. "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.
6. For the purpose of sick leave an employee's "family" is defined as an employee's spouse, parents, children, step-children, 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).
7. "Regular Rate of Pay" means classification base rate plus other supplements except shift differential.

### §40.02 Sick Leave Credit

An employee in the bargaining unit shall receive sick leave credit according to the employee's status as follows:

#### 1. Full-time employees:

All full-time employees shall receive seventy-two (72) hours per year subject to the following:

a. If the employee is in active pay status as of the beginning of the base pay period, such credit will be made the first day of the base pay period.

b. If the employee is in no pay status as of the beginning of the pay period, or is newly appointed subsequent to the base pay period, such credit will be reduced by two and eight-tenths (2.8) hours for each pay period subsequent to the base pay period and prior to the first day of the pay period during which the employee returns to active pay status.

c. If the employee separates or becomes other than full-time during the year, such credit shall be reduced by two and eight-tenths (2.8) hours for each pay period subsequent to the pay period in which the employee's status changes and prior to the next base pay period. Such reduction shall not exceed the employee's annual credit balance as of the date of the change in status.

#### 2. Non-full time employees:

An employee who is not a full-time employee shall receive two and eight-tenths (2.8) hours of sick leave credit for each eighty (80) hours of completed service.

#### 3. Sick leave may accumulate without limit.

### §40.03 Charge of Sick Leave

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

### §40.04 Compensation for Charged Sick Leave

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

### §40.05 Notification for Use of Sick Leave and Notification for Extended Sick Leave

#### 1. Notification:

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

2. Notification for Extended Sick Leave:

In the case of a condition exceeding seven (7) consecutive calendar days, a physician's statement specifying the employee's inability to report to work and the probable date of recovery is required.

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

b. When convalescence at home is required, the employee shall be responsible for notifying his/her supervisor at the start or termination of such period of convalescence.

**§40.06 Sick Leave Uses, Evidence of Use, and Abuse**

1. With the approval of an employee's supervisor, sick leave may be used by the employee for the following reasons:

a. Illness, injury, or pregnancy-related condition of the employee.

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

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

d. Death of a member of the employee's immediate family not covered by bereavement leave, if otherwise provided. Such usage shall be limited to a reasonably necessary time, not to exceed five (5) days.

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

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

2. Evidence of Use:

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

3. Abuse:

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

4. Sick Leave Control Policy:

The Fraternal Order of Police, Ohio Labor Council, Inc., and the Employer recognize the need for control of the use of sick leave. The Fraternal Order of Police, Ohio Labor Council, Inc., and the Employer through the Office of Collective Bargaining will jointly develop a systematic approach toward the administration of sick leave. This approach will have primary emphasis on the maintenance of good health of the employees, but will provide systematic standards to supervisors for progressive discipline if sick leave is abused. This policy will

be implemented no later than September 1, 1986, unless the date is mutually extended by the parties.

#### **§40.07 Inadequate Sick Leave**

If any disabling illness or injury continues past the time for which an employee has accumulated sick leave, the appointing authority may authorize a leave of absence without pay in accordance with Article 45 of this Agreement or if the employee is eligible, recommend disability leave benefits in accordance with Article 43 of this Agreement.

#### **§40.08 Conversion or Carry Forward of Sick Leave Credit at Year's End**

An employee shall have, pursuant to the following provisions, the option to convert to cash benefit or carry forward the balance of any unused sick leave credit at year's end. For purposes of this Article the term "year's end" means the last day of the pay period preceding the base pay period.

1. Sick leave credit conversion or carry-forward. An employee who is credited with sick leave pursuant to this Article shall have at year's end the following options with regard to the portion of sick leave credit:

- a. Carry forward the balance of sick leave credit.
- b. Receive a cash benefit conversion for the unused balance of sick leave credit. The cash benefit conversion shall be equal to one (1) hour of the employee's regular rate of pay for every two (2) hours of unused sick leave credit that is converted.
- c. Carry forward a portion of the balance of sick leave credit and receive a cash benefit conversion of a portion of the sick leave credit.

2. Limits of conversion of sick leave credit at year's end.

a. The options for conversion of sick leave credit listed in paragraphs (1) (b) and (1) (c) of this section can only be utilized for sick leave credited an employee in the year in which the credit is given.

b. All sick leave credited balances that are carried forward are excluded from further cash benefits provided by this section. The failure of an employee to utilize one of the sick leave conversion options listed in paragraphs (1) (b) and (1) (c) of this section shall result in the automatic carry-forward of any balance of sick leave credit.

3. Any employee who separates from service during the year shall not be eligible under this section for the cash conversion benefit of the unused sick leave credit.

a. Applicability of retirement system deductions to sick leave credit cash conversions. Any cash benefit conversions of sick leave made at year's end under the provisions of this Article shall not be subject to contributions to any of the retirement systems either by the employee or the Employer.

b. Notification of option to convert sick leave credit at year's end. An employee eligible to receive a cash benefit conversion of sick leave credit at year's end must indicate his/her desire to convert any sick leave no later than the end of the pay period that includes the first day of November.

#### **§40.09 Conversion of Sick Leave Upon Separation From Service**

An employee shall be entitled, upon separation for any reason, to cash conversion benefit for unused sick leave and personal leave credit pursuant to the provisions of this Article and Sections 124.384 and 124.386 of the Ohio Revised Code as it exists as of the effective date of this Agreement. For purposes of this section the term "separation" shall mean any voluntary or involuntary termination of service, including resignation, retirement, removal from service, and layoff from service but does not include death of an employee.

1. Conversion to cash benefit of accumulated sick leave credit.

a. General. An employee who has accumulated sick leave under the provisions of this Article or Sections 124.384 or 124.382 of the Ohio Revised Code shall be entitled to a cash benefit conversion of the accumulated unused sick leave balance upon separation of service.

b. Eligibility. In order to be eligible for the accumulated sick leave cash conversion benefit authorized by this section an employee must have at least one (1) year of state service prior to separation.

c. Determination of amount of sick leave to be converted. An employee about to separate or who has separated from state service shall designate in writing the percentage or portion of his sick leave credit accumulation that he desires to convert to cash. If an employee designates a percentage or portion less than the total of his/her accumulated sick leave credit, the percentage or portion of the accumulated sick leave credit not converted may be reinstated to the employee's sick leave credit upon the employee's reinstatement or re-employment to state service. If an employee fails to designate the portion or percentage of the accumulated sick leave credit he/she desires to convert to the cash benefit the entire amount of sick leave credit accumulation shall be converted to cash benefit.

d. Effective with the ratification of this Agreement all new employees of the bargaining unit may only convert those hours of sick leave earned in state agencies for a cash benefit (i.e., agencies whose employees are paid by the Auditor of State). For all current employees the current earned sick leave balances will be maintained.

e. A full-time employee who separates or is no longer a full-time employee during the year shall receive a reduction of sick leave credit of two and eight-tenths (2.8) hours for each pay period that remains beginning with the first pay period following

the date of separation until the pay period preceding the next base pay period. If the reduction results in a number of hours less than zero, the cash equivalent value of such number of hours shall be deducted from any compensation that remains payable to the employee, or from the cash conversion value of any vacation or personal leave that remains credited to the employee.

f. Payment. Payment for the percentage or portion of sick leave credit an employee desires to convert to a cash benefit shall be made at the employee's regular rate of pay at the time of his/her separation at the rate of one (1) hour of pay for every two (2) hours of accumulated balances.

2. Notification of option to convert sick leave. The Employer shall be responsible for notifying employees in writing of their right to convert sick leave upon separation.

**§40.10 Transfer of Sick Leave Credits, Restoration of Sick Leave Credit and Conversion to Cash Benefit Sick Leave Credit Upon Retirement or Death of an Employee**

1. Transfer between public agencies.

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

2. Restoration of sick leave credit upon re-employment. Sick leave credit shall be granted upon presentation of appropriate documentation to the appointing authority, provided that the employee is re-employed within ten (10) years of the date on which the employee was last terminated from public service. The employee shall be responsible for notifying the appointing authority of the amount of unconverted creditable sick leave and the employee shall provide reasonable documentation in support of any such claim. Upon request by an employee, previous

appointing authorities shall provide the employee with adequate documentation regarding the previously accumulated sick leave of which the appointing authority is aware.

a. An employee who had previously accumulated sick leave credit under the provisions of Section 124.382 of the Ohio Revised Code and rule 123.1-32-01 of the Administrative Code, shall upon re-employment in the public service have restored all unused sick leave credit which was not converted to a cash benefit under the provisions of Section 124.383 of the Ohio Revised Code and rule 123.1-32-08 of the Administrative Code or any other conversion provisions provided the employee is re-employed within ten (10) years.

b. An employee who had previously accumulated sick leave credit under the provisions of Section 124.38 of the Ohio Revised Code or rule 123.1-32-04 of the Administrative Code shall upon re-employment in the public service have restored all unused sick leave credit which was not converted to a cash benefit under any policies or provisions established by the employee's employing agency or political subdivision provided the employee is re-employed within ten (10) years.

3. Payment of cash conversion of sick leave benefit to the estate of a deceased employee.

In the case of death of an employee, the employee's unused sick leave credit shall be converted to a cash benefit in accordance with the provisions of this Article. The cash conversion of unused sick leave shall be paid in accordance with Section 2113.04 of the Ohio Revised Code, or to his/her estate.\*

#### **40.11 Proration of Initial Sick Leave Increase**

In the first year of the Agreement additional days shall be prorated from the effective date of the first wage increase to the beginning of the next sick leave year.

#### **§40.12 Denial of Sick Leave**

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

### **ARTICLE 41 - BEREAVEMENT LEAVE**

If a bargaining unit member has completed his/her initial probationary period and is absent from work due to the death of his/her parents, child, step children, spouse, brother or sister, he/she will be paid for time lost from his/her regular scheduled tour of duty shift up to a maximum of three (3) consecutive work days. Time may be extended by use of vacation, personal, or sick leave with approval of the employee's supervisor. No reasonable request shall be denied.

### **ARTICLE 42 - OCCUPATIONAL INJURY LEAVE**

Each employee in the bargaining unit employed in the Departments of Liquor Control, Natural Resources, Mental Health and Mental Retardation shall be entitled to one thousand (1,000) hours of occupational injury leave under the similar terms and conditions (as appropriate) as such leave is provided to State Highway Patrol officers by the Ohio Revised Code Section 5503.08 and those rules adopted pursuant thereto as of the date of ratification of this Agreement. The Office of Collective Bargaining shall adopt guidelines for the implementation of this Article to insure that the intent of the parties is carried out.

### **ARTICLE 43 - DISABILITY LEAVE**

#### **§43.01 Eligibility**

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

1. He or she is eligible for sick leave credit pursuant to Article 40 of this Agreement; or

2. He or she is on disability leave or approved leave of absence for medical reasons and would be eligible for sick leave credit pursuant to Article 40 of this Agreement except that he or she is in no pay status; or

3. A pregnant employee is unable to perform the substantial and material duties of her position because it would endanger her health or the health of the unborn child.

#### **§43.02 Waiting Period**

Disability leave benefits shall commence with the employee's first scheduled workday following a waiting period of fourteen (14) consecutive calendar days. The waiting period shall commence the day after the occurrence of the disabling illness, injury, or condition.

#### **§43.03 Standard**

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

After three (3) months of receiving disability leave benefits, the employee's claim shall be reviewed to determine if the employee is capable of:

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

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

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

#### **§43.04 Return to Work**

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

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

#### **§43.05 Length of Disability**

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

#### **§43.06 Subsequent Disability**

A subsequent disability unrelated to a previous illness, injury or condition shall be considered the same claim if it occurs while an employee is on an approved disability leave, pursuant to Section 43.01 of this Article.

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

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

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

#### **§43.07 Application for Disability Leave Benefits**

##### **1. Filing a Claim**

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

forty-five (45) day time period has expired. The Director/designee shall, within five (5) days of receipt of the claim, forward the claim and the claim recommendation to the Director of Administrative Services.

##### **2. Documentation**

It shall be the employee's responsibility to provide written documentation to substantiate the cause, nature, and extent of the disabling illness, injury or condition for which the employee is requesting disability leave benefits. A medical examination report shall be required prior to the granting of disability leave benefits and the employee shall be responsible for the cost of obtaining such report.

##### **3. Notification of Initial Disability Decision by the Director**

The employee shall be notified in writing of the disability determination within forty-five (45) days of receipt of the claim by the Director of Administrative Services and shall also be advised of the right to file a grievance.

##### **4. Submission of Additional Information**

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

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

Except as modified herein, any grievance arising under this section will be filed in accordance with the procedures contained

in Article 20 of this Agreement, and shall be initiated at Step Four of the Grievance Procedure.

##### **5. Obligation to Consult a Licensed Practitioner**

Any employee receiving disability leave benefits is obligated to consult a state licensed practitioner to receive necessary medical care. If an employee does not consult a state licensed practitioner for necessary medical care, then the employee may be disqualified from receiving disability leave benefits, in accordance with Section I of this Article.

##### **6. Address Change**

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

#### **§43.08 Conditions Precluding Receipt of Disability Leave Benefits**

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

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

a. In the case of any injury or illness which may be covered by the Bureau of Workers' Compensation, an employee may receive up to one hundred twenty (120) days of disability leave benefits in lieu of Workers' Compensation benefits. To be eligible for such payment, an employee must simultaneously file a claim for workers' compensation lost time wages and a claim for disability leave benefits with the Director/designee. The Director/designee shall within five (5) days of receipt forward the two (2) claims together to the Director of Administrative Services. Disability leave benefits may then be paid for a period up to 120 days in lieu of Workers' Compensation benefits.

Within forty-five (45) days of notification of a final order from the Industrial Commission denying the claim for workers' compensation lost time wages, an employee may request that the initial disability application be reviewed for approval or extension of disability leave benefits.

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

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

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

4. Participating in a riot or insurrection; or

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

6. Drug addiction or alcoholism, unless the employee is in a State Employment Assistance Program treatment program or in an Ohio Department of Health certified or Joint Commission for Accreditation of Hospitals accredited in-patient facility, emergency recovery facility or intermediate primary recovery facility as defined in Chapters 3701-55 to 3701-58 of the Ohio Administrative Code.

#### **§43.09 Notice of Disqualification from Receipt of Disability Leave Benefits**

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

1. Is removed from state service or certified against except as provided under rules 123:1-33-09 and 123:1-41-21 of the Ohio Administrative Code;

2. Is not in an active pay status and is receiving retirement or disability retirement benefits from a state employees' retirement or disability system;

3. Engages in any occupation for wage or profit except as provided under Section 43.03 of this Article;

4. Engages in any act of fraud or misrepresentation involving his or her disability claim;

5. Does not consult a state licensed practitioner for necessary medical care pursuant to Section 43.07(5) of this Article; or

6. Does not notify the Director/designee and the Director of Administrative Services of a change of address pursuant to Section 43.07(6) of this Article.

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

#### **§43.10 Payment of Disability Leave Benefits**

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

#### **1. Accrual of Service Credit**

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

#### **2. Payment of Retirement System Contributions**

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

#### **3. Payment of Insurance Premiums**

During the time an employee is in a no pay status while his or her claim for disability leave benefits is being processed and during the period that the employee is receiving disability leave benefits, the Employer and employee's share of the health, life and other insurance benefits will be paid by the Employer. Only those insurance benefits paid in whole or in part by the state shall be subject to the provisions of this section. If an employee's claim for disability leave benefits is subsequently denied and the employee had been in a no pay status while his or her claim was being processed, then it is the employee's responsibility to reimburse the Employer the insurance premiums paid on his or her behalf. An employee receiving disability leave benefits may participate in an open enrollment period, but any

change in the employee's health insurance benefits will not be effective until the employee returns to active pay status.

#### **4. Supplementation of Benefits**

An employee receiving disability leave benefits may indicate to his or her Employer his or her desire to supplement the disability leave benefits by using accumulated sick leave, personal leave, and vacation leave balances. Such supplementation shall have an effective date as of the date the employee requests the supplementation. The sick leave, personal leave, and vacation leave balances shall be paid at a rate equal to the employee's total rate of pay in effect at the time the employee became disabled.

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

#### **Payment of Costs**

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

#### **3.11 Appeal of a Denial**

If a request for disability leave benefits is denied, the employee will be informed of the denial in writing. The employee may then file, in writing and within thirty (30) days of the notice of the denial, a request for an appeal of the denial with the Director of Administrative Services or his/her designee. Additional information regarding the employee's claim may be submitted with the employee's grievance and such information will be considered during the appeal.

Where a medical question is at issue, the Director of Administrative Services shall upon receiving a written request for an appeal, obtain a medical opinion from an independent third party who shall be mutually agreed to by the employee's physician and the Director. The third party selected shall render a medical opinion within thirty (30) days of the selection.

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

#### **§43.12 Disability Separation**

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

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

For employees not eligible to receive disability leave benefits, a leave of absence without pay due to a disabling illness, injury, or condition may be granted by the Director/designee for a period of up to six (6) months upon the presentation of evidence as to the probable date for return to active work status. The employee must demonstrate that the probable length of disability will not exceed six (6) months. The granting of a leave of absence without pay will be subject to Article 45 of this Agreement.

If the employee is unable to return to active work status within the six (6) month period due to the same disabling illness, injury or condition, the employee will be given a disability separation. If an employee is placed on leave of absence without pay and subsequently given a disability separation due to the same

disabling illness, injury or condition, the total combined time of absence due to the disability shall not exceed three (3) years for purposes of reinstatement rights under Article 45 of this Agreement.

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

#### **§43.13 Reinstatement Rights**

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

2. An employee receiving disability leave benefits unable to return to work at the time his/her disability benefits are exhausted shall retain the right of reinstatement to a position as provided in this Article for a period of up to three (3) years from the time the employee became eligible to receive disability leave benefits.

3. An employee given a disability separation subsequent to a leave of absence without pay for the same disabling injury or illness shall retain the right to reinstatement for a period of up to three (3) years from the time the employee began a leave of absence without pay.

#### **§43.14 Request for Reinstatement**

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

#### **§43.15 Medical Examination**

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

#### **§43.16 Failure to be Reinstated**

An employee who fails to apply for reinstatement or who is not found to be fit for reinstatement after proper application and examination shall be ineligible for reinstatement and shall be deemed as permanently separated from service as of the date on which the employee was given a disability separation.

#### **§43.17 Early Reinstatement**

An employee who applies for reinstatement and who is found unfit for early reinstatement from a disability separation shall

remain eligible for reinstatement at the completion of the appropriate three (3) year period.

#### **§43.18 Notice of Return Date**

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

#### **§43.19 Abuse of Disability Separation**

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

#### **§43.20 Disability Retirement**

If the employee has been granted a disability retirement, the requirements of this Article shall apply for up to five (5) years, except that the physician shall be appointed by the Public Employee's Retirement Board and application for reinstatement shall not be filed after the date of service eligibility retirement.

### **ARTICLE 44 - MATERNITY LEAVE**

#### **Pregnancy, Childbirth and Related Medical Conditions**

A pregnant employee, who is eligible for disability leave in accordance with this Agreement and who does not desire to use vacation or sick leave or does not have accumulated sick leave or vacation, may upon written request to the Director/Appointing Authority or designee, be granted a leave of absence without pay subject to the provisions of this section or assignment to a light duty position if available.

#### **1. Length of Leave**

Leave of absence shall be limited to the period of time that the pregnant employee is unable to perform the substantial and material duties of the employee's current position. This period may include reasonable pre-delivery, delivery, and recovery time, as certified by a physician, not to exceed six (6) months. If

the employee is unable to return to active work status within six (6) months the employee shall be given a disability separation in accordance with this Agreement.

#### **2. Physician's Certificate**

A pregnant employee requesting a leave of absence without pay must present, at the time the request is made, a physician's certificate stating the probable period for which the employee will be unable to perform the substantial and material duties of the employee's position due to pregnancy, childbirth, or related medical conditions.

#### **3. Sick Leave Usage**

Upon request and in accordance with the sick leave and disability leave benefits provision of this Agreement, a pregnant employee not eligible to receive disability leave benefits shall be permitted to use any or all of the employee's accumulated sick leave credit only for the period of time, as certified by the physician's certificate, that the employee is unable to work as a result of pregnancy, childbirth, or related medical conditions. An employee using sick leave credit shall not be prevented from receiving a leave of absence without pay for the remainder of the period as defined in Section 44.01 of this Article.

#### **4. Vacation Leave Usage**

A pregnant employee not eligible to receive disability leave benefits shall, upon request, be permitted to use any or all of the employee's accumulated vacation leave, or compensatory time at any reasonable time prior to or following childbirth. Such vacation leave may precede, be part of, or follow the period as defined in Section 44.01 of this Article.

## **ARTICLE 45 - LEAVES OF ABSENCE WITHOUT PAY**

### **45.01 Requesting Leave of Absence Without Pay**

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

### **45.02 Length of Leave**

Upon written request, leave may be granted for any personal reason for a maximum duration of six (6) months. Leave of absence without pay may be granted for a maximum period of two (2) years for purposes of education or training which would be of benefit to the Agency. Renewal or extension beyond the two (2) year period shall not be allowed.

### **45.03 Abuse of Leave**

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

### **45.04 Failure to Return**

An employee who fails to return to duty within three (3) working days of the completion or a valid cancellation of a leave of absence without pay without explanation to the Director/designee, may be removed from the service.

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

### **45.05 Return to Service**

Upon completion of a leave of absence, the employee is to be returned to the classification formerly occupied, or to a similar classification if the employee's former classification no longer

exists. The Employer has the right to fill the position formerly occupied when the Employer feels it necessary. An employee may be returned to active pay status prior to the originally scheduled expiration of the leave if such earlier return is agreed to by both the employee and the Director/designee.

### **45.06 Service Credit**

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

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

### **45.07 Child Care**

Any employee may be granted a leave of absence without pay for purposes of child care pursuant to Section 45.02 of this Article. All requests for leave of absence without pay for purposes of child care shall be considered on a non-discriminatory basis without regard to the sex of the employee, and shall not be unreasonably denied. An adoptive parent's request for leave of absence for purposes of child care shall be considered on the same basis as that of a biological parent under similar circumstances.

## **ARTICLE 46 - COURT LEAVE**

### **46.01 Granting of Court Leave**

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

1. Is summoned for jury duty by a court of competent jurisdiction, or
2. Is subpoenaed to appear before any court, commission, board or other legally constituted body authorized by law to

compel the attendance of witnesses, where the employee is not a party to the action.

#### **§46.02 Compensation**

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

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

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

#### **§46.04 State Personnel Board of Review**

An employee who is the appellant in any action before the State Personnel Board of Review and is in active pay status at the time of a scheduled hearing before the Board shall be granted court leave with full pay for the purposes of attending the hearing.

#### **§46.05 Applicable Provisions**

This Article will apply only in situations in which the court time provisions of Article 22 are inapplicable.

### **ARTICLE 47 - MILITARY LEAVE**

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

### **ARTICLE 48 - LEAVE FOR DISASTER RELIEF SERVICES**

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

### **ARTICLE 49 - OLYMPIC COMPETITION LEAVE**

Employees will be granted Olympic Competition Leave in accordance with the provisions of Ohio Administrative Code Section 123:1-13-08, in effect as of the effective date of the Agreement.

### **ARTICLE 50 - LIFE INSURANCE**

#### **§50.01 Amount**

The Employer will provide group life insurance coverage at no cost for all employees of the bargaining unit. The amount of insurance provided is an amount equal to the employee's annual salary, rounded upward to the next higher thousand. An employee's amount of insurance is reduced by fifty (50%) percent at age 65, however, this "age 65" reduction will not reduce the actual insurance amount to less than five thousand (\$5,000) dollars. There will be no reduction if the formula amount is five thousand (\$5,000) dollars or less. At age 70 all insurance coverage will be terminated.

#### **§50.02 Conversion**

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

### **§50.03 Disability Coverage**

In the event a state employee uses all accumulated sick leave and then goes on an extended medical disability, the Employer-policyholder shall continue at no cost to the employee the coverage of the group life insurance for such employee for the period of such extended leave, but not beyond three (3) years.

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

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

### **ARTICLE 51 - GROUP HEALTH INSURANCE**

The Employer shall provide health insurance to the employees of the bargaining unit in accordance with the procedures specified in Section 124.82 of the Ohio Revised Code. The Employer's contribution for all health plans offered by this section is set at the following rates: For single coverage under age 70, \$80.70 for fiscal year 1988, \$85.58 for fiscal year 1989. For family coverage under age 70, \$193.52 for fiscal year 1988, \$205.22 for fiscal year 1989.

### **ARTICLE 52 - INDEMNIFICATION OF MEMBERS**

#### **§52.01 Indemnification**

The Employer agrees to indemnify bargaining unit members in accordance with the Ohio Revised Code Section 9.87. The actions of the Ohio Attorney General pursuant to the Ohio Revised Code Section 9.87 are not subject to the grievance or arbitration provisions of this Agreement.

#### **§52.02 Insurance Policy**

The Employer agrees to remit to the Labor Council an amount to be applied toward the payment of a premium by the Labor Council for an insurance policy which provides a defense attorney

to represent members of the bargaining unit from ODMH, ODMR/DD, ODNR, and ODOLC when they are charged with a criminal act that results from events occurring while the bargaining unit member was acting in an official capacity. The maximum amount payable during the term of the Agreement shall be four dollars (\$4.00) per member per month.

### **ARTICLE 53 - DEATH OF A MEMBER OF THE BARGAINING UNIT**

In the event of the death of a member of the bargaining unit, the surviving spouse, child or other appropriate family member shall be presented with the badge worn by the deceased member. The badge will be suitably mounted. If the member did not wear or use a badge while working, some other appropriate remembrance shall be presented to the appropriate family member. The department will fly its flags at half-staff for one (1) week on designated days.

### **ARTICLE 54 - PAYMENT OF PERSONAL EARNINGS TO A DECEASED MEMBER**

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

### **ARTICLE 55 - WAGES**

**\$55.01**

Employees in the bargaining unit shall be paid in accordance with the following pay schedule, effective with the pay period which includes June 1, 1986.

**55.01 Pay Schedule (5.00% Increase)**

PAY RANGE	RATE TYPE	STEP 01	STEP 02	STEP 03	STEP 04	STEP 05	STEP 06	STEP 07
01	HOURLY	\$5.65	\$5.83	\$6.01	\$6.21	\$6.41		
	BI-WEEKLY	\$452.00	\$466.40	\$480.80	\$496.80	\$512.80		
	ANNUAL	\$11,752	\$12,126	\$12,501	\$12,917	\$13,333		
02	HOURLY	\$5.92	\$6.10	\$6.30	\$6.51	\$6.73		
	BI-WEEKLY	\$473.60	\$488.00	\$504.00	\$520.80	\$538.40		
	ANNUAL	\$12,314	\$12,688	\$13,104	\$13,541	\$13,998		
03	HOURLY	\$6.21	\$6.41	\$6.63	\$6.85	\$7.09		
	BI-WEEKLY	\$496.80	\$512.80	\$530.40	\$548.00	\$567.20		
	ANNUAL	\$12,917	\$13,333	\$13,790	\$14,248	\$14,747		
04	HOURLY	\$6.51	\$6.73	\$6.96	\$7.21	\$7.46		
	BI-WEEKLY	\$520.80	\$538.40	\$556.80	\$576.80	\$596.80		
	ANNUAL	\$13,541	\$13,998	\$14,477	\$14,997	\$15,517		
05	HOURLY	\$6.85	\$7.09	\$7.34	\$7.59	\$7.78		
	BI-WEEKLY	\$548.00	\$567.20	\$587.20	\$607.20	\$622.40		
	ANNUAL	\$14,248	\$14,747	\$15,267	\$15,787	\$16,182		
06	HOURLY	\$7.21	\$7.46	\$7.69	\$7.91	\$8.16		
	BI-WEEKLY	\$576.80	\$596.80	\$615.20	\$632.80	\$652.80		
	ANNUAL	\$14,997	\$15,517	\$15,995	\$16,453	\$16,973		
07	HOURLY	\$7.59	\$7.78	\$8.02	\$8.27	\$8.56	\$8.88	
	BI-WEEKLY	\$607.20	\$622.40	\$641.60	\$661.60	\$684.80	\$710.40	
	ANNUAL	\$15,787	\$16,182	\$16,682	\$17,202	\$17,805	\$18,470	
08	HOURLY	\$8.02	\$8.27	\$8.56	\$8.88	\$9.23	\$9.61	
	BI-WEEKLY	\$641.60	\$661.60	\$684.80	\$710.40	\$738.40	\$768.80	
	ANNUAL	\$16,682	\$17,202	\$17,805	\$18,470	\$19,198	\$19,989	
09	HOURLY	\$8.56	\$8.88	\$9.23	\$9.61	\$10.06	\$10.51	
	BI-WEEKLY	\$684.80	\$710.40	\$738.40	\$768.80	\$804.80	\$804.80	
	ANNUAL	\$17,805	\$18,470	\$19,198	\$19,989	\$20,925	\$21,861	
10	HOURLY	\$9.23	\$9.61	\$10.06	\$10.51	\$10.98	\$11.54	
	BI-WEEKLY	\$738.40	\$768.80	\$804.80	\$840.80	\$878.40	\$923.20	
	ANNUAL	\$19,198	\$19,989	\$20,925	\$21,861	\$22,838	\$24,003	
11	HOURLY	\$10.06	\$10.51	\$10.98	\$11.54	\$12.10	\$12.69	
	BI-WEEKLY	\$804.80	\$840.80	\$878.40	\$923.20	\$968.00	\$1,015.20	
	ANNUAL	\$20,925	\$21,861	\$22,838	\$24,003	\$25,168	\$26,395	
12	HOURLY	\$10.98	\$11.54	\$12.10	\$12.69	\$13.31	\$13.95	\$14.64
	BI-WEEKLY	\$878.40	\$923.20	\$968.00	\$1,015.20	\$1,064.80	\$1,116.00	\$1,171.20
	ANNUAL	\$22,838	\$24,003	\$25,168	\$26,395	\$27,685	\$29,016	\$30,451
13	HOURLY	\$12.10	\$12.69	\$13.31	\$13.95	\$14.64	\$15.36	\$16.12
	BI-WEEKLY	\$968.00	\$1,015.20	\$1,064.80	\$1,116.00	\$1,171.20	\$1,228.80	\$1,289.60
	ANNUAL	\$25,168	\$26,395	\$27,685	\$29,016	\$30,451	\$31,949	\$33,530
14	HOURLY	\$13.31	\$13.95	\$14.64	\$15.36	\$16.12	\$16.92	\$17.76
	BI-WEEKLY	\$1,064.80	\$1,116.00	\$1,171.20	\$1,228.80	\$1,289.60	\$1,353.60	\$1,420.80
	ANNUAL	\$27,685	\$29,016	\$30,451	\$31,949	\$33,530	\$35,194	\$36,941

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15	HOURLY	\$14.64	\$15.36	\$16.12	\$16.92	\$17.76	\$18.62	\$19.55
	BI-WEEKLY	\$1,171.20	\$1,228.80	\$1,289.60	\$1,353.60	\$1,420.80	\$1,489.60	\$1,564.00
	ANNUAL	\$30,451	\$31,949	\$33,530	\$35,194	\$36,941	\$38,730	\$40,664
16	HOURLY	\$16.12	\$16.92	\$17.76	\$18.62	\$19.55	\$20.52	\$21.54
	BI-WEEKLY	\$1,289.60	\$1,353.60	\$1,420.80	\$1,489.60	\$1,564.00	\$1,641.60	\$1,723.20
	ANNUAL	\$33,530	\$35,194	\$36,941	\$38,730	\$40,664	\$42,682	\$44,803

**\$55.02**

Employees in the bargaining unit shall be paid in accordance with the following pay schedule, effective with the pay period which includes January 1, 1987.

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PAY RANGE	RATE TYPE	STEP 01	STEP 02	STEP 03	STEP 04	STEP 05	STEP 06	STEP 07
01	HOURLY	\$5.93	\$6.12	\$6.31	\$6.52	\$6.73		
	BI-WEEKLY	\$474.40	\$489.60	\$504.80	\$521.60	\$538.40		
	ANNUAL	\$12,334	\$12,730	\$13,125	\$13,562	\$13,998		
02	HOURLY	\$6.22	\$6.41	\$6.62	\$6.84	\$7.07		
	BI-WEEKLY	\$497.60	\$512.80	\$529.60	\$547.20	\$565.60		
	ANNUAL	\$12,938	\$13,333	\$13,770	\$14,227	\$14,706		
03	HOURLY	\$6.52	\$6.73	\$6.96	\$7.19	\$7.44		
	BI-WEEKLY	\$521.60	\$538.40	\$556.80	\$575.20	\$595.20		
	ANNUAL	\$13,562	\$13,998	\$14,477	\$14,955	\$15,475		

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04	HOURLY	\$6.84	\$7.07	\$7.31	\$7.57	\$7.83		
	BI-WEEKLY	\$547.20	\$565.60	\$584.80	\$605.60	\$626.40		
	ANNUAL	\$14,227	\$14,706	\$15,205	\$15,746	\$16,286		
05	HOURLY	\$7.19	\$7.44	\$7.71	\$7.97	\$8.17		
	BI-WEEKLY	\$575.20	\$595.20	\$616.80	\$637.60	\$653.60		
	ANNUAL	\$14,955	\$15,475	\$16,037	\$16,578	\$16,994		
06	HOURLY	\$7.57	\$7.83	\$8.07	\$8.30	\$8.57		
	BI-WEEKLY	\$605.60	\$626.40	\$645.60	\$664.00	\$685.60		
	ANNUAL	\$15,746	\$16,286	\$16,786	\$17,264	\$17,826		
07	HOURLY	\$7.97	\$8.17	\$8.42	\$8.69	\$8.99	\$9.33	
	BI-WEEKLY	\$637.60	\$653.60	\$673.60	\$695.20	\$719.20	\$746.40	
	ANNUAL	\$16,578	\$16,994	\$17,514	\$18,075	\$18,699	\$19,406	
08	HOURLY	\$8.42	\$8.69	\$8.99	\$9.33	\$9.69	\$10.09	
	BI-WEEKLY	\$673.60	\$695.20	\$719.20	\$746.40	\$775.20	\$807.20	
	ANNUAL	\$17,514	\$18,075	\$18,699	\$19,406	\$20,155	\$20,987	
09	HOURLY	\$8.99	\$9.33	\$9.69	\$10.09	\$10.56	\$11.04	
	BI-WEEKLY	\$719.20	\$746.40	\$775.20	\$807.20	\$844.80	\$883.20	
	ANNUAL	\$18,699	\$19,406	\$20,155	\$20,987	\$21,965	\$22,963	
10	HOURLY	\$9.69	\$10.09	\$10.56	\$11.04	\$11.53	\$12.12	
	BI-WEEKLY	\$775.20	\$807.20	\$844.80	\$883.20	\$922.40	\$969.60	
	ANNUAL	\$20,155	\$20,987	\$21,965	\$22,963	\$23,982	\$25,210	
11	HOURLY	\$10.56	\$11.04	\$11.53	\$12.12	\$12.71	\$13.32	
	BI-WEEKLY	\$844.80	\$883.20	\$922.40	\$969.60	\$1,016.80	\$1,065.60	
	ANNUAL	\$21,965	\$22,963	\$23,982	\$25,210	\$26,437	\$27,706	
12	HOURLY	\$11.53	\$12.12	\$12.71	\$13.32	\$13.98	\$14.65	\$15.37
	BI-WEEKLY	\$922.40	\$969.60	\$1,016.80	1,065.60	\$1,118.40	\$1,172.00	\$1,229.60
	ANNUAL	\$23,982	\$25,210	\$26,437	\$27,706	\$29,078	\$30,472	\$31,970

13	HOURLY	\$12.71	\$13.32	\$13.98	\$14.65	\$15.37	\$16.13	\$16.93
	BI-WEEKLY	\$1,016.80	\$1,065.60	\$1,118.40	\$1,172.00	\$1,229.60	\$1,290.40	\$1,354.40
	ANNUAL	\$26,437	\$27,706	\$29,078	\$30,472	\$31,970	\$33,550	\$35,214
14	HOURLY	\$13.98	\$14.65	\$15.37	\$16.13	\$16.93	\$17.77	\$18.65
	BI-WEEKLY	\$1,118.40	\$1,172.00	\$1,229.60	\$1,290.40	\$1,354.40	\$1,421.60	\$1,492.00
	ANNUAL	\$29,078	\$30,472	\$31,970	\$33,550	\$35,214	\$36,962	\$38,792
15	HOURLY	\$15.37	\$16.13	\$16.93	\$17.77	\$18.65	\$19.55	\$20.53
	BI-WEEKLY	\$1,229.60	\$1,290.40	\$1,354.40	\$1,421.60	\$1,492.00	\$1,564.00	\$1,642.40
	ANNUAL	\$31,970	\$33,550	\$35,214	\$36,962	\$38,792	\$40,664	\$42,702
16	HOURLY	\$16.93	\$17.77	\$18.65	\$19.55	\$20.53	\$21.55	\$22.62
	BI-WEEKLY	\$1,354.40	\$1,421.60	\$1,492.00	\$1,564.00	\$1,642.40	\$1,724.00	\$1,809.60
	ANNUAL	\$35,214	\$36,962	\$38,792	\$40,664	\$42,702	\$44,824	\$47,050

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\$55.03

Employees in the bargaining unit shall be paid in accordance with the following pay schedule, effective with the pay period which includes July 1, 1987.

PAY RANGE	RATE TYPE	STEP 01	STEP 02	STEP 03	STEP 04	STEP 05	STEP 06	STEP 07
01	HOURLY	\$6.17	\$6.37	\$6.57	\$6.79	\$7.00		
	BI-WEEKLY	\$493.60	\$509.60	\$525.60	\$543.20	\$560.00		
	ANNUAL	\$12,834	\$13,250	\$13,666	\$14,123	\$14,560		
02	HOURLY	\$6.47	\$6.67	\$6.89	\$7.12	\$7.36		
	BI-WEEKLY	\$517.60	\$533.60	\$551.20	\$569.60	\$588.80		
	ANNUAL	\$13,458	\$13,874	\$14,331	\$14,810	\$15,309		
03	HOURLY	\$6.79	\$7.00	\$7.24	\$7.48	\$7.74		
	BI-WEEKLY	\$543.20	\$560.00	\$579.20	\$598.40	\$619.20		
	ANNUAL	\$14,123	\$14,560	\$15,059	\$15,558	\$16,099		
04	HOURLY	\$7.12	\$7.36	\$7.61	\$7.88	\$8.15		
	BI-WEEKLY	\$569.60	\$588.80	\$608.80	\$630.40	\$652.00		
	ANNUAL	\$14,810	\$15,309	\$15,829	\$16,390	\$16,952		
05	HOURLY	\$7.48	\$7.74	\$8.02	\$8.29	\$8.50		
	BI-WEEKLY	\$598.40	\$619.20	\$641.60	\$663.20	\$680.00		
	ANNUAL	\$15,558	\$16,099	\$16,682	\$17,243	\$17,680		
06	HOURLY	\$7.88	\$8.15	\$8.40	\$8.64	\$8.92		
	BI-WEEKLY	\$630.40	\$652.00	\$672.00	\$691.20	\$713.60		
	ANNUAL	\$16,390	\$16,952	\$17,472	\$17,971	\$18,554		
07	HOURLY	\$8.29	\$8.50	\$8.76	\$9.04	\$9.35	\$9.71	
	BI-WEEKLY	\$663.20	\$680.00	\$700.80	\$723.20	\$748.00	\$776.80	
	ANNUAL	\$17,243	\$17,680	\$18,221	\$18,803	\$19,448	\$20,197	
08	HOURLY	\$8.76	\$9.04	\$9.35	\$9.71	\$10.08	\$10.50	
	BI-WEEKLY	\$700.80	\$723.20	\$748.00	\$776.80	\$806.40	\$840.00	
	ANNUAL	\$18,221	\$18,803	\$19,448	\$20,197	\$20,966	\$21,840	
09	HOURLY	\$9.35	\$9.71	\$10.08	\$10.50	\$10.99	\$11.49	
	BI-WEEKLY	\$748.00	\$776.80	\$806.40	\$840.00	\$879.20	\$919.20	
	ANNUAL	\$19,448	\$20,197	\$20,966	\$21,840	\$22,859	\$23,899	
10	HOURLY	\$10.08	\$10.50	\$10.99	\$11.49	\$12.00	\$12.61	
	BI-WEEKLY	\$806.40	\$840.00	\$879.20	\$919.20	\$960.00	\$1,008.80	
	ANNUAL	\$20,966	\$21,840	\$22,859	\$23,899	\$24,960	\$26,229	
11	HOURLY	\$10.99	\$11.49	\$12.00	\$12.61	\$13.22	\$13.86	
	BI-WEEKLY	\$879.20	\$919.20	\$960.00	\$1,008.80	\$1,057.60	\$1,108.80	
	ANNUAL	\$22,859	\$23,899	\$24,960	\$26,229	\$27,498	\$28,829	

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12	HOURLY	\$12.00	\$12.61	\$13.22	\$13.86	\$14.54	\$15.24	\$15.99
	BI-WEEKLY	\$960.00	\$1,008.80	\$1,057.60	\$1,108.80	\$1,163.20	\$1,219.20	\$1,279.20
	ANNUAL	\$24,960	\$26,229	\$27,498	\$28,829	\$30,243	\$31,699	\$33,259
13	HOURLY	\$13.22	\$13.86	\$14.54	\$15.24	\$15.99	\$16.78	\$17.61
	BI-WEEKLY	\$1,057.60	\$1,108.80	\$1,163.20	\$1,219.20	\$1,279.20	\$1,342.40	\$1,408.80
	ANNUAL	\$27,498	\$28,829	\$30,243	\$31,699	\$33,259	\$34,902	\$36,629
14	HOURLY	\$14.54	\$15.24	\$15.99	\$16.78	\$17.61	\$18.48	\$19.40
	BI-WEEKLY	\$1,163.20	\$1,219.20	\$1,279.20	\$1,342.40	\$1,408.80	\$1,478.40	\$1,552.00
	ANNUAL	\$30,243	\$31,699	\$33,259	\$34,902	\$36,629	\$38,438	\$40,352
15	HOURLY	\$15.99	\$16.78	\$17.61	\$18.48	\$19.40	\$20.34	\$21.36
	BI-WEEKLY	\$1,279.20	\$1,342.40	\$1,408.80	\$1,478.40	\$1,552.00	\$1,627.20	\$1,708.80
	ANNUAL	\$33,259	\$34,902	\$36,629	\$38,438	\$40,352	\$42,307	\$44,429
16	HOURLY	\$17.61	\$18.48	\$19.40	\$20.34	\$21.36	\$22.42	\$23.53
	BI-WEEKLY	\$1,408.80	\$1,478.40	\$1,552.00	\$1,627.20	\$1,708.80	\$1,793.60	\$1,882.40
	ANNUAL	\$36,629	\$38,438	\$40,352	\$42,307	\$44,429	\$46,634	\$48,942

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\$55.04

Employees in the bargaining unit shall be paid in accordance with the following pay schedule, effective with the pay period which includes July 1, 1988.

PAY RANGE	RATE TYPE	STEP 01	STEP 02	STEP 03	STEP 04	STEP 05	STEP 06	STEP 07
01	HOURLY	\$6.42	\$6.62	\$6.83	\$7.06	\$7.28		
	BI-WEEKLY	\$513.60	\$529.60	\$546.40	\$564.80	\$582.40		
	ANNUAL	\$13,354	\$13,770	\$14,206	\$14,685	\$15,142		
02	HOURLY	\$6.73	\$6.94	\$7.17	\$7.40	\$7.65		
	BI-WEEKLY	\$538.40	\$555.20	\$573.60	\$592.00	\$612.00		
	ANNUAL	\$13,998	\$14,435	\$14,914	\$15,392	\$15,912		
03	HOURLY	\$7.06	\$7.28	\$7.53	\$7.78	\$8.05		
	BI-WEEKLY	\$564.80	\$582.40	\$602.40	\$622.40	\$644.00		
	ANNUAL	\$14,685	\$15,142	\$15,662	\$16,182	\$16,744		
04	HOURLY	\$7.40	\$7.65	\$7.91	\$8.20	\$8.48		
	BI-WEEKLY	\$592.00	\$612.00	\$632.80	\$656.00	\$678.40		
	ANNUAL	\$15,392	\$15,912	\$16,453	\$17,056	\$17,638		
05	HOURLY	\$7.78	\$8.05	\$8.34	\$8.62	\$8.84		
	BI-WEEKLY	\$622.40	\$644.00	\$667.20	\$689.60	\$707.20		
	ANNUAL	\$16,182	\$16,744	\$17,347	\$17,930	\$18,387		
06	HOURLY	\$8.20	\$8.48	\$8.74	\$8.99	\$9.28		
	BI-WEEKLY	\$656.00	\$678.40	\$699.20	\$719.20	\$742.40		
	ANNUAL	\$17,056	\$17,638	\$18,179	\$18,699	\$19,302		
07	HOURLY	\$8.62	\$8.84	\$9.11	\$9.40	\$9.72	\$10.10	
	BI-WEEKLY	\$689.60	\$707.20	\$728.80	\$752.00	\$777.60	\$808.00	
	ANNUAL	\$17,930	\$18,387	\$18,949	\$19,552	\$20,218	\$21,008	
08	HOURLY	\$9.11	\$9.40	\$9.72	\$10.10	\$10.48	\$10.92	
	BI-WEEKLY	\$728.80	\$752.00	\$777.60	\$808.00	\$838.40	\$873.60	
	ANNUAL	\$18,949	\$19,552	\$20,218	\$21,008	\$21,798	\$22,714	
09	HOURLY	\$9.72	\$10.10	\$10.48	\$10.92	\$11.43	\$11.95	
	BI-WEEKLY	\$777.60	\$808.00	\$838.40	\$873.60	\$914.40	\$956.00	
	ANNUAL	\$20,218	\$21,008	\$21,798	\$22,714	\$23,774	\$24,856	

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10	HOURLY	\$10.48	\$10.92	\$11.43	\$11.95	\$12.48	\$13.11
	BI-WEEKLY	\$838.40	\$873.60	\$914.40	\$956.00	\$998.40	\$1,048.80
	ANNUAL	\$21,798	\$22,714	\$23,774	\$24,856	\$25,958	\$27,269
11	HOURLY	\$11.43	\$11.95	\$12.48	\$13.11	\$13.75	\$14.41
	BI-WEEKLY	\$914.40	\$956.00	\$998.40	\$1,048.80	\$1,100.00	\$1,152.80
	ANNUAL	\$23,774	\$24,856	\$25,958	\$27,269	\$28,600	\$29,973
12	HOURLY	\$12.48	\$13.11	\$13.75	\$14.41	\$15.12	\$15.85
	BI-WEEKLY	\$998.40	\$1,048.80	\$1,100.00	\$1,152.80	\$1,209.80	\$1,268.00
	ANNUAL	\$25,958	\$27,269	\$28,600	\$29,973	\$31,450	\$32,968
13	HOURLY	\$13.75	\$14.41	\$15.12	\$15.85	\$16.63	\$17.45
	BI-WEEKLY	\$1,152.80	\$1,209.80	\$1,268.00	\$1,330.40	\$1,396.00	\$1,464.80
	ANNUAL	\$28,600	\$29,973	\$31,450	\$32,968	\$34,590	\$36,296
14	HOURLY	\$15.12	\$15.85	\$16.63	\$17.45	\$18.31	\$19.22
	BI-WEEKLY	\$1,209.60	\$1,268.00	\$1,330.40	\$1,396.00	\$1,464.80	\$1,537.60
	ANNUAL	\$31,450	\$32,968	\$34,590	\$36,296	\$38,085	\$41,974
15	HOURLY	\$16.63	\$17.45	\$18.31	\$19.22	\$20.18	\$21.15
	BI-WEEKLY	\$1,330.40	\$1,396.00	\$1,464.80	\$1,537.60	\$1,614.40	\$1,692.00
	ANNUAL	\$34,590	\$36,296	\$38,085	\$39,978	\$41,974	\$43,992
16	HOURLY	\$18.31	\$19.22	\$20.18	\$21.15	\$22.21	\$23.32
	BI-WEEKLY	\$1,464.80	\$1,537.60	\$1,614.40	\$1,692.00	\$1,776.80	\$1,865.60
	ANNUAL	\$38,085	\$39,978	\$41,974	\$43,992	\$46,197	\$48,596

### §55.05 Initial Step Assignment for Pay Increase

Employees at Step 1 of a pay range in Schedule B shall be assigned to Step 1 of their pay range in Section 55.01. Employees at Step 2 and Step 3 of pay ranges in Schedule B shall be assigned to Step 2 of the new pay range. Employees at Steps 4, 5, 6, 7 and 8 of pay ranges in Schedule B shall be assigned to Steps 3, 4, 5, 6 and 7 respectively of the new pay ranges. Employees in Schedule A shall be assigned to the same step in the new pay range.

Employees who are at Step 2 of pay range in Schedule B and who are assigned to Step 2 in Section 55.01 shall have their step date changed to the effective date of this Article and shall not advance to Step 3 until twelve (12) months from that date. Movement from one step to another after probation shall occur after one (1) year of service following the completion of probation in the classification if performance has been satisfactory.

#### Pay Range Assignments

Class #	Pay Range	Classification
22251	10	Wildlife Education Officer
22291	8	Game Protector 1
22292	9	Game Protector 2
22294	10	Wildlife Investigator
22521	7	Park Ranger
22522	8	Park Ranger Specialist
22821	5	Ranger 1
22822	6	Ranger 2
23511	9	Liquor Control Investigator 1
23512	10	Liquor Control Investigator 2
26611	7	Police Officer 1
26612	8	Police Officer 2
26911	7	Watercraft Officer
26912	8	Watercraft Officer Specialist
26913	10	Watercraft Asst. District Supervisor

#### **§55.06 ODNR Pay Range Reassignment**

Effective the 1st pay period occurring after July 1, 1987, the following ODNR bargaining unit classifications shall be assigned to new pay ranges:

22521	Park Ranger	08
22522	Park Ranger Specialist	09
26911	Watercraft Officer	08
26912	Watercraft Officer Specialist	09
22821	Ranger 1	07
22822	Ranger 2	08

All employees affected by this pay range reassignment shall be placed in the appropriate step within the new pay range guaranteeing a pay increase.

#### **§55.07 Promotions**

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

#### **§55.08 Probationary Step Movement**

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

#### **§55.09 Job Audits and Appeal**

The employee may request the Personnel Division of the Department of Administrative Services to conduct a job audit to determine if an employee is properly classified. After the audit is conducted, the employee will be notified of the results in writing. Should the employee or the department wish to appeal they must file a written notification to the Office of Collective Bargaining within fourteen (14) days after notification from the Department of Administrative Services. The Labor Council and the Employer shall select a hearing officer to conduct a hearing in the same manner as the expedited arbitration procedure outlined in Article 20. The hearing officer's decision shall be final.

#### **§55.10 Classification Changes**

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

#### **§55.11 Pay Range Reassignments**

Employees whose classifications receive a pay range reassignment shall have their salary adjusted in accordance with Section 55.07 of this Article.

#### **§55.12 Professional Certification**

Bargaining unit members in the Department of Mental Retardation and Developmental Disabilities and the Department of Mental Health who have successfully completed basic police training and maintain certification in accordance with the rules of the OPOTC shall receive a pay supplement of two and one-half (2.5%) percent based upon the employee's base rate of pay effective the 1st pay period occurring after July 1, 1987. An additional adjustment of one and one-half (1.5%) percent based upon the employee's base rate of pay shall be effective the 1st pay period occurring after July 1, 1988.

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

If during the course of this Agreement, Police Officers 1 and 2 in the above departments receive an upgrade pay range

adjustment, the provisions of this Article will no longer be applicable.

## **ARTICLE 56 - LONGEVITY PAY**

### **§56.01 Longevity Adjustment**

Beginning on the first day of the pay period within which an employee completes five (5) years of total state service, each employee will receive an automatic salary adjustment equivalent to one-half (.5%) percent 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 base rate of pay.

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

### **§56.02 Computation of Longevity**

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

## **ARTICLE 57 - SHIFT DIFFERENTIAL**

The Employer may apply provisions of the Ohio Revised Code Section 124.181 (I) to members of this bargaining unit as it may deem appropriate.

## **ARTICLE 58 - HAZARDOUS DUTY**

### **§58.01 Granting of Hazard Pay**

The granting of hazard pay is subject to the approval of the Director of the Department of Administrative Services, and justification must be submitted prior to the payment of this supplement as prescribed by the Director in accordance with Ohio Revised Code Section 124.181.

### **§58.02 Liquor Control Investigator 1 and Liquor Control Investigator 2**

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

## **ARTICLE 59 - TRAVEL**

### **§59.01 Cash Advance for Liquor Control Investigator 1 and Liquor Control Investigator 2**

Employees classified as Liquor Control Investigators 1 and 2 shall be granted cash advances for travel within the State of Ohio as follows:

1. The cash advance shall cover only lodging and meal expenses. All other travel expenses shall be reimbursed to the employee in accordance with the current provisions of rule 126-1-02 of the Ohio Administrative Code. Rates shall be the rates applied in Section 59.02 of this Article.

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

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

4. Upon returning, the employee shall provide the petty cash office with a reconciliation statement approved by his supervisor certifying whether the trip as identified in the travel plan was taken and whether the expenses as estimated in the travel plan were actually incurred. All receipts for overnight lodging shall accompany the reconciliation statement. No receipts for meals will be required. Any change in travel or expenses shall be clearly noted and explained.

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

b. If the reconciliation statement indicates that the estimated expenses exceeded actual expenses or that the trip was canceled or shortened, the employee shall reimburse the petty cash fund the advanced amount which was not expended in accordance with the travel plan.

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

6. Should a change in cash advance procedures become necessary during the life of this Agreement, such change shall be discussed with the Director of the Fraternal Order of Police prior to implementation.

#### **§59.02 Other Bargaining Unit Members**

The Employer will continue to provide the standard and uniform procedure in accordance with the Office of Budget and Management and the Auditor of State under which authorized

employees may secure reimbursement of personal funds expended in connection with the performance of assigned duties. In accordance with the provision in the preceding paragraph, the respective departments and agencies will pay up to forty (\$40.00) dollars per day plus applicable state taxes for required lodging and up to fourteen dollars and fifty cents (\$14.50) per day for meals. A state car will be provided for state business.

#### **ARTICLE 60 - ODNR - WILDLIFE DIVISION SUPPLEMENT**

The Employer shall pay forty (\$40.00) dollars per month to Wildlife Investigators and Game Protectors 1 and 2 who are required by their Employer to work out of their homes on a permanent basis. This payment will compensate these employees for the use of their homes as office space, i.e., public listed phone, storage, etc.

#### **ARTICLE 61 - DEFINITION OF EMERGENCY**

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

#### **ARTICLE 62 - COPIES OF THE AGREEMENT**

The State shall reproduce one (1) copy of this Agreement for each employee in the bargaining unit. Additional copies will be reproduced for employees hired during the term of the Agreement.

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

## **ARTICLE 63 - INTRA-OFFICE MAILING SYSTEM**

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

1. Recreational and/or social affairs;
2. Appointments;
3. Elections;
4. Results of elections;
5. Notification(s) of meetings.

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

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

## **ARTICLE 64 - ODNR COMMUNICATION SYSTEM**

During the course of the 1986 negotiations, Fraternal Order of Police, Ohio Labor Council, Inc. and ODNR, State of Ohio conducted in-depth discussions concerning current policies and equipment needs of the radio communication system used by Enforcement Personnel and the Department of Natural Resources.

The parties agreed through these discussions there is no acceptable short term solution to the problems identified during these negotiations.

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In an effort to pursue a network system which will better accommodate the needs of the parties involved, the Department of Natural Resources commits to the Fraternal Order of Police, Ohio Labor Council, Inc. the establishment of a joint committee to study and make recommendations to implement a communication system during the life of this Agreement. Both parties shall make a good faith effort to implement the recommendations.

Said committee shall be formulated within thirty (30) days of ratification of this Agreement. Committee membership shall be selected by the Fraternal Order of Police, Ohio Labor Council, Inc. Director and the Director of Natural Resources or his designee.

The charter of this committee shall include but not be limited to the following:

1. Review current distribution of hand-held and vehicle-assigned radio units;
2. As replacement of either hand-held or vehicle units becomes necessary, the committee will determine replacement types;
3. Review/establish procedures for usages of current network;
4. Study alternate systems of communications for Enforcement personnel;
5. Committee objectives shall be defined and goals set within ninety (90) days of the first meeting.

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## ARTICLE 65 — DURATION

The effective date of this Agreement shall be the 12th day of June, 1986, as approved by the parties hereto. It shall remain in full force and effect until December 31, 1988 at 11:59 p.m. If either party wishes to renegotiate this Agreement, it shall be done pursuant to Chapter 4117 of the Ohio Revised Code.

The parties have caused this Agreement to be executed this twentieth day of June 1986.

The State of Ohio Office  
of Collective Bargaining

*Edward Seiden*

*Don L. Lippert*

*Paul R. Steele*

*Anthony Stenften*

*Al Veller*

*James B. Gilbert*

*John Scott*

*Robert H. Gardner*

*Charles W. Brown*

*Merri Palmer-Folby*

Fraternal Order of Police,  
Ohio Labor Council, Inc.

*John L. C.*

*Edward J. Zehner*

*Patricia E. Ritter*

*Harold D. Myers*

*James F. Jones*

*Robert Ray*

*Michael J. Schubert*

*Al J. Williams*

*Clyde McCriston*

*Ed Pioner*

## APPENDIX A

Classification	Classification
Number	Title
22251	Wildlife Education Officer
22291	Game Protector 1
22292	Game Protector 2
22294	Wildlife Investigator
22521	Park Ranger
22522	Park Ranger Specialist
22821	Ranger 1
22822	Ranger 2
23511	Liquor Control Investigator 1
23512	Liquor Control Investigator 2
26611	Police Officer 1
26612	Police Officer 2
26911	Watercraft Officer
26912	Watercraft Officer Specialist
26913	Watercraft Assistant District Supervisor

## APPENDIX B

### JOINT STATEMENT REGARDING CLIENT ABUSE AND NEGLECT

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

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

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



Ohio Department of  
Administrative Services  
375 S. HIGH STREET, 17TH FLOOR  
COLUMBUS, OHIO 43215

Mr. Paul Cox  
Executive Director  
Fraternal Order of Police  
Ohio Labor Council, Inc.  
4222 East Broad Street  
Columbus, Ohio 43213

Dear Mr. Cox:

This will confirm my commitment given during this course of 1986 Unit 2 negotiations promising our support for the Fraternal Order of Police, Ohio Labor Council, Inc. position before the legislative bodies of the State of Ohio to amend Ohio Revised Code Chapter 4117 to include Unit 2 of classifications under the Binding Arbitration provision for dispute resolutions. Both parties agree to appear as necessary before appropriate legislative committees to testify in favor of this legislation.

Sincerely,

*Jon Weiser*  
JON WEISER  
Labor Relations Coordinator



**Ohio Department of  
Administrative Services**  
375 S. HIGH STREET, 17TH FLOOR  
COLUMBUS, OHIO 43215

May 8, 1986

Paul Cox, Executive Director  
Fraternal Order of Police,  
Ohio Labor Council, Inc.  
4222 East Broad Street  
Columbus, Ohio 43213

Dear Mr. Cox:

This will confirm my commitment given during the course of the 1986 Unit 2 negotiations regarding Hazardous Duty Pay.

To this end the Department of Natural Resources will continue to request proper application of the Hazardous Duty Pay Section of Ohio Revised Code 124.181 to all bargaining unit law enforcement officers employed in the Department.

Sincerely,

*Jon Weiser*  
JON WEISER  
Labor Relations Coordinator  
Ohio Department of Natural Resources

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