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**Collective
Bargaining Agreement
2021-2024**



DAVE YOST
OHIO ATTORNEY GENERAL

And



**Fraternal Order of Police,
Ohio Labor Council, Inc.
Unit 48**

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PREAMBLE

This agreement is made and entered into at Columbus, Ohio, by and between, the Attorney General of the State of Ohio, hereinafter referred to as the “Employer” and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as the “Labor Council,” or “Employee Organization.”

It is understood that the lodge of the Fraternal Order of Police is a constituent group of the Ohio Labor Council and that the Labor Council may share time and other resources provided to it by this Agreement with the F.O.P. Associate Lodge which has a membership open to employees of the Attorney General only to the extent specifically provided by this Agreement. The use of any such time or resources will be under the auspices of the Labor Council.

This Agreement is made for the purpose of promoting cooperation and harmonious labor relations among the Employer, employees of the bargaining unit and the Labor Council, creating an equitable and peaceful procedure for the resolution of disputes, establishing wages, hours, and other terms and conditions of employment, and protecting the public interest by assuring the orderly operations of the Office of the Attorney General. The Employer, the Labor Council, and each employee will cooperate fully to service the citizens of the State in carrying out the unique functions of the Attorney General. They will put forth their best efforts to assure the proper and uninterrupted operation of the office and to promote mutual respect and fair dealing among themselves.

ARTICLE 1 DEFINITIONS

As used in this Agreement,

“**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, cost savings days and personal leave.

“**Base Pay Period**” means the pay period that includes, the first day of December.

“**Base Rate of Pay**” means the schedule rate plus longevity.

“**BCI or Bureau**” means the Bureau of Criminal Identification and Investigation.

“**BCI Unit**” refers to the individual employing units within BCI, including the laboratory and identification sections.

“**Business Day**” means Monday, Tuesday, Wednesday, Thursday and Friday, not including legal holidays.

“**Day**” means calendar day. The time in which an act must be completed shall be computed by excluding the first and including the last day. 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.

“Emergency” means any event or condition which is declared by the Governor of the State of Ohio to constitute a threat to the health, safety and welfare of the State or its citizens.

“Employee” means a member of the bargaining unit.

“Employer” means the Attorney General of the State of Ohio.

“Full-Time Employee” means an employee whose regular hours of duty total 40 hours in a week and whose appointment is not for a limited period of time.

“Labor Council” means the Fraternal Order of Police, Ohio Labor Council, Inc.

“Labor Council Associate” means an employee of the Employer acting as a steward.

“Labor Council Representative” means either a Labor Council Associate or a Labor Council Staff Representative.

“Labor Council Staff Representative” means a person employed or retained by the Labor Council.

“Level 3 Weather Emergency” means that travel has been restricted to emergency vehicles only in declared county(s) where the employees reside, travel through and/or work.

“Nepotism” means that no employee shall authorize or use the authority or influence of their position to secure employment of a person closely related by blood, marriage, or other significant relationship, including business associates, to serve in any position within the Attorney General’s Office. Employees of bargaining unit 48 will adhere to the nepotism policy as applied to all OAG employees.

“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, the period an employee is receiving disability benefits.

“Part-Time Employee” means an employee whose regular hours of duty are less than 40 hours a week, and whose appointment is not for a limited period of time.

“Pay Period” means the 14-day period of time during which the payroll is accumulated.

“Probationary Period” means a period of one year at the beginning of an original appointment or immediately following a promotion, which constitutes a trial or testing period for the employee, and during which he may be terminated (in case of an original appointment) or reduced (in case of promotion).

“Probationary Period for New Hires and Transfers” – A newly hired employee shall serve a probationary period of one year. Probationary employees in their initial probationary period shall not be able to grieve disciplinary actions or removals. Bargaining unit employees who transfer or are promoted into a new position in a different unit or section of the Attorney General’s Office shall serve a probationary period of one year. If the employee fails to perform the job requirements of the position into which he or she has been transferred or promoted, the Employer shall have the right to return the employee to the position and classification held prior to the transfer or promotion. The determination of the Employer to return employees to the position and classification from which they were transferred or promoted shall be grievable to the final step in the grievance procedure set forth in Article 22 of this Agreement except that it shall not be subject to arbitration.

“Office” means the Office of the Attorney General.

“Section” means the individual employing units within the Office of the Attorney General headed by section chiefs, and BCI headed by the Superintendent.

“Schedule Rate of Pay” means the rate of compensation applicable to an employee’s pay range and step, as set forth in Appendix A.

“Separation” means any voluntary or involuntary termination from service with the Employer including resignation, retirement, removal from service, and layoff from service but does not include death of an employee.

“Total Service” means continuous service with the Employer.

“Total State Service” means continuous service with the State.

“Vacancy” means an opening in a permanent full-time position within the bargaining unit which the employer decides to fill and does not include those positions identified through mutual agreement between the Union and the employer.

“Year” means calendar year.

“Year’s End” means the last day of the pay period preceding the base pay period.

ARTICLE 2 RECOGNITION

Section 2.1 Recognition

The Employer hereby recognizes the Fraternal Order of Police, Ohio Labor Council, Inc. as the sole and exclusive bargaining agent in all matters pertaining to wages, hours, and working conditions of all employees in the bargaining unit. The bargaining unit shall include the following classifications:

| Class# | Pay Range | Classification Title |
|---------|-----------|---|
| 24981AG | 12 | Medicaid Fraud Analyst |
| 26110AG | 8 | Fingerprint Technician |
| 26111AG | 9 | Fingerprint Examiner |
| 26113AG | 11 | Senior Fingerprint Examiner |
| 26312AG | 12 | Criminal Intelligence Analyst |
| 26342AG | 11 | Charitable Activities Major Case Investigator |
| 64131AG | 9 | OHLEG Support Specialist 1 |
| 64132AG | 11 | OHLEG Support Specialist 2 |
| 67162AG | 12 | Computer Forensic Specialist |
| 83241AG | 12 | Forensic Scientist |
| 83291AG | 12 | Polygraph Examiner |
| 86191AG | 9 | Forensic Science Laboratory Technician |

Except as otherwise agreed herein, should the civil service classification title of the employees in the bargaining unit be changed for any reason, the change will have no effect on the bargaining unit. The Employer will submit the proposed changes to the Labor Council 60 days prior to the effective date of the changes or as soon as the changes become known to the Employer.

Section 2.2 Coordinators and Senior Employees

Forensic Scientists and Polygraph Examiners who have five or more years' experience in the applied discipline may be given the title and duties of Forensic Science Coordinator (FSC) or Polygraph Coordinator. Management has unfettered discretion to designate among the eligible Forensic Scientists to perform the above duties. If there are no eligible Forensic Scientists for a specific discipline and no qualified supervisors, Management has unfettered discretion to designate any Forensic Scientist to perform those duties.

All Criminal Intelligence Analysts and Computer Forensic Specialists who complete five years of continuous service with the Employer in his or her classification may be given the working title of Senior Criminal Intelligence Analyst or Senior Computer Forensic Specialist. These senior members may be asked to serve in a lead worker position.

**ARTICLE 3
NON-DISCRIMINATION**

Neither party will discriminate for or against any member of the bargaining unit on the basis of age, sex, sexual orientation, race, color, religion, national origin, disability, or for the purpose of evading the spirit of this Agreement. The Employer agrees not to interfere with the desire of any employee to become or remain a member of the Labor Council, or restrain or coerce employees in the exercise of the rights guaranteed in Chapter 4117 of the Ohio Revised Code. The Labor Council agrees not to restrain or coerce employees in the exercise of the rights guaranteed in Chapter 4117.

**ARTICLE 4
F.O.P. TIME**

Section 4.1 Labor Council Associates

The Labor Council may designate a reasonable number of Labor Council Associates and Alternates. The Alternates shall serve in the absence of the Associates. The Labor Council shall provide written notification to the Employer of the appointment of

Associates and Alternates. If the Employer establishes additional shifts, additional Associates may be designated for those shifts.

Associates may attend to the administration of this Agreement on paid time during normal working hours, but only to the extent authorized by specific provisions of this Agreement. During such time Associates shall be paid at their base rate of pay and shall receive all applicable benefits and seniority accrual. An employee must have completed his/ or her probationary period before becoming an Associate.

Labor Council Associates may investigate and process grievances and represent employees as provided for in the grievance procedure contained in Article 22 and in pre-disciplinary conferences. Labor Council Associates shall also be permitted to use a reasonable amount of paid time to consult with Labor Council representatives in connection with the representation of employees in the grievance procedure and the administration of this Agreement, and two days of training for each Associate per year. One day of training each year can be converted for use by associates to attend the annual conference of the Ohio Labor Council, Inc., held in May of each year. When on paid time, the Associates or Alternates shall use available telephones and internet connection at the Employer's facilities to perform their duties under this Article in order to minimize travel time.

Labor Council Associates shall be permitted to meet jointly once quarterly for a period of three (3) hours on work time. Travel time to and from this meeting shall be on work time. None of this time may be considered overtime.

Prior to engaging in any authorized activity, the Associates or Alternates shall contact the appropriate supervisor. If an Associate or Alternate needs to conduct such authorized activity in a work area other than that of the Associate, the Associate or Alternate shall also contact the Associate's immediate supervisor and the supervisor of the work area the Associate wishes to enter. Associates or Alternates and supervisors contacted pursuant to this provision shall mutually agree in advance to the time and place for authorized Labor Council activities because of operational needs, however such requests shall not be unreasonably denied.

Associates may receive and investigate complaints and grievances of employees on the premises of the Employer and on paid time only if such activity does not interfere with or interrupt operations with prior approval of the complaining employee's supervisor.

Supervisors shall maintain a record of the hours during which the administration of the Agreement takes place. Associates and alternates shall notify the appropriate supervisor when they have completed authorized administration of the Agreement. Associates or Alternates shall be subject to the same rules and working conditions as other employees.

Section 4.2 Designated Meeting Areas

Off duty employees shall be permitted to conduct Labor Council meetings on State property with the prior approval of the Employer when there would be no conflict with the usage of the facility by the Employer, and subject to the same rules and regulations applicable to other employee groups. Such approval will not be unreasonably withheld.

Section 4.3 Contact with Employees

When contacting an employee, Labor Council representatives will first contact the employee's supervisor. The Labor Council representative and the supervisor shall mutually agree in advance to the time and place for the proposed contact with the

employee. Contact will be permitted provided it does not unreasonably disrupt work operations subject to the Employer's rules applicable to all non-employees. The Union shall be permitted to conduct an orientation session with each new employee for fifteen (15) minutes within a reasonable period of time from the employee's start date. The Union shall assign a Labor Council representative from the new employee's assigned regional office to conduct this meeting. The Employer shall be responsible for notifying the Union of newly hired employees for the purposes of this section.

Labor Council representatives or Associates shall have reasonable visitation privileges to facilities controlled by the Employer for purpose of administering this Agreement provided that the privilege will be exercised in a manner so as not to interfere with operations or the duties of the employees and only after contact and mutual agreement with the Chief of the Section or supervisor of the facility which they wish to enter.

Section 4.4 Labor Council Delegate and Officer Leave

A bank of 40 hours of unpaid time off each year 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 and personal leave at the option of the specific delegate or officer.

A request for leave pursuant to this section shall be submitted in writing by the employee to the Section Chief 21 days prior to the beginning of the proposed leave. If the request is submitted less than 21 days prior to the proposed leave, the leave may be granted consistent with the operational needs of the Employer.

The Labor Council will notify the Employer of the names of those employees who may use this unpaid leave and the dates of all conferences and conventions to which delegates may be sent as soon as this information is known by the Labor Council.

Section 4.5 Negotiating Committee

The Labor Council Bargaining Committee shall consist of five employees. Members of the negotiating team shall be granted paid administrative leave for the time of each negotiating session, to a maximum of the number of hours the employee was scheduled to work for that particular day.

ARTICLE 5

BALLOT BOXES AND ELECTIONS

The Labor Council shall be permitted, with prior notification to the Employer, to place a ballot box in the vicinity of the approved bulletin board at each appropriate facility for the purpose of collecting member's ballots on all Labor Council issues subjected to ballots. Such boxes shall be the property of the Labor Council and neither the ballot boxes nor the ballots shall be subject to the Employer's review.

The Employer will not be responsible for the security of the boxes or of their contents. The boxes shall in no event be in place longer than three working days and shall not be opened on the Employer's premises. All balloting and supervision of ballot boxes shall be done by members on non-work time.

ARTICLE 6

BULLETIN BOARDS

The Employer shall provide bulletin board space at each facility or office for use by the employees in the bargaining unit. Material posted on the board shall relate to meetings, elections, social events, and reports and decisions affecting the employees.

ARTICLE 7

INTER-OFFICE MAILING SYSTEM

The Labor Council shall be allowed to use the existing interoffice mail system of the Employer for matters relating to the administration of this Agreement. E-mail access and usage must be utilized in accordance with the AGO Technology policy. Such use must be reasonable as to size and volume in accordance with prescribed policies of the Employer and sanctioned by the Labor Council. The Employer shall be held harmless for the deliveries stemming from such use.

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 systems.

Labor Council Associates and Alternates may use Employer telephones for in-state calls in connection with activities authorized by Section 1 of Article 4, and subject to the limitations in that provision.

ARTICLE 8

DUES DEDUCTION

Section 8.1 Dues Deduction

The Employer will deduct from the employee's pay membership dues payable to the Labor Council upon receipt of a voluntary written individual authorization from any bargaining unit employee on a form mutually agreed to by the Labor Council and the Employer.

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 177) all Lodge dues uniformly required. The Lodge will notify the Employer annually of the dues it charges its current membership and will update this information as needed.

Section 8.2 Dues Form

All current employees and all employees hired after the effective date of this Agreement who have served 60 days shall submit a voluntary membership dues deduction form developed and maintained by the Union. The form shall comply with all applicable federal, state, and local laws and regulations. The Union shall ensure that the form contains sufficient identifying information in order to allow the Employer to identify the employee named on the form in order to permit proper processing of the form. If such information is not provided, then the Employer is not obligated to deduct membership dues. Employee membership in the Union is voluntary and is not a condition of employment.

Section 8.3 Indemnification

The Labor Council shall indemnify the Employer against any and all expenses, claims, lawsuits or forms of liability whatsoever that may arise out of or by reason of action taken or not taken by the Employer in compliance or attempted compliance with the provisions of this Article.

All dues collected shall be paid over by the Employer once each month to the Labor Council. No fees will be charged for deductions made pursuant to this Article.

**ARTICLE 9
MANAGEMENT RIGHTS**

Section 9.1 Management Rights

The Employer retains the sole and exclusive right to manage its operations and resources and to direct the work force except as modified by this Agreement. The right to manage shall include but is not limited to the rights set forth in Revised Code Section 4117.08, and the authority to: (a) determine the mission of the Employer and to carry out that mission efficiently; (b) expand, transfer, alter, curtail or discontinue any operations or facilities; (c) establish policy and procedures governing and affecting all operations of the Employer; (d) utilize personnel and manage Employer operations in the most effective and efficient manner possible, including the selection of resources and equipment to be used and the contracting out of work; (e) manage and direct Employer's employees, including the right to hire, promote, transfer, assign, demote, lay off, recall or for just cause to suspend, discharge or discipline employees; (f) authorize advance step hiring if needed for recruitment purposes or other legitimate reasons; (g) establish and revise work rules and rules of conduct; (h) determine job duties and classification; (i) determine hours of work and work schedules; (j) determine standards of quality and performance; and (k) determine size and compositions of the work force. Any contracting out of work will occur only as necessary.

The foregoing enumeration of rights, prerogatives, and responsibilities is not all-inclusive and shall not be construed to abridge others. All rights, powers, and authority which the Employer has ever had heretofore, except those specifically bridged or modified by this Agreement, are retained by the Employer. The Employer's failure to exercise any of its rights shall not constitute a waiver of such rights.

Section 9.2 New Classifications

The Employer may create new classifications and issue and/or modify specifications for each classification as needed.

**ARTICLE 10
LABOR/MANAGEMENT COMMITTEE**

The parties agree to establish a Labor/Management Committee which shall meet to consider employment issues of mutual concern, including health and safety matters. The Labor Council may appoint five members to the Committee. The Committee may appoint subcommittees as needed.

The Committee shall meet as necessary to discuss issues which affect all employees. Each party will submit a proposed agenda five calendar days prior to any meeting. Employee members will be paid their base rate of pay when participating in meetings of the Committee or subcommittees. Meetings shall be held during normal office hours. The location of Labor/Management Committee meetings shall alternate between the Employer's office in Columbus and the London office of BCI.

**ARTICLE 11
SAFETY AND HEALTH**

Section 11.1 Safety Rules

The Employer and the Labor Council agree that the safety and health of all employees is a matter of highest importance, and that each will promote and encourage safety in all matters in an effort to prevent injury. The Labor Council agrees that careful observation of safe working practices and Employer safety rules is a primary responsibility of all

employees. The Employer agrees that there will be uniform enforcement of such rules with respect to employees similarly situated. The Employer will not assign any employee to engage in activity in violation of applicable safety laws and regulations. Ongoing safety and health matters shall be referred to the Labor/Management Committee.

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

Section 11.2 Safety Reporting

All employees shall report promptly unsafe working conditions, activities or equipment to their immediate supervisors. If the immediate supervisor does not abate the problem within a reasonable time, an employee may report the unsafe conditions to the chief of the section. An employee shall not be disciplined for reporting unsafe conditions. The appropriate supervisor shall attempt to abate the problem or will report to the employee or his representative in five days or less reasons why the problem cannot be abated in an expeditious manner.

Section 11.3 Accidents

Any employee involved in an accident shall report the accident and any injuries sustained according to Employer procedures. The employee and the supervisor shall immediately make out accident reports on forms provided by the Employer, including notation of all witnesses to the accident.

Section 11.4 Unsafe Equipment

The Employer will not instruct an employee to operate any equipment which anyone in the exercise of ordinary care would reasonably know 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 next appropriate supervisor shall be notified and the equipment shall not ordinarily be operated until that supervisor has inspected said equipment and deemed it safe for operation.

Section 11.5 Unsafe Practices

The Employer will not require employees to engage in unsafe practices in violation of applicable federal, state, local or departmental safety laws or regulations. In the event that a disagreement arises between an employee and his supervisor concerning the question of whether or not a particular directive is unsafe, the next appropriate supervisor shall be notified and said directive shall be resumed unless the next appropriate supervisor deems the directive to be unsafe.

Section 11.6 Disputes

Due to the nature of the law enforcement activities engaged in by many employees in this bargaining unit, the parties recognize that raising safety questions during critical operations may in fact jeopardize the success of the operations or create additional safety risks. It is not the intention of the parties to permit employees to jeopardize operations or create additional safety risks and therefore, notwithstanding any other provision of this Article, it is the responsibility of all employees, when disputes arise between supervisors and themselves as to this Article, to carry out supervisory directives. Any question concerning the propriety of directives given in such a situation may be resolved in the grievance procedure.

Section 11.7 Committee Responsibility

The Labor/Management Committee may provide recommendations for a safe and healthful workplace, and may identify hazards, recommend abatement of hazards, and conduct educational programs. The Committee shall:

- (a) evaluate and offer recommendations for control of potential health and safety hazards, and;
- (b) promote health and safety education.

Section 11.8 Health and Safety Training and Equipment

The Employer will provide employees with safety equipment relevant to their job duties. The Employer will ensure that employees receive training on such equipment, as well as training on general safety equipment provided by the Employer.

ARTICLE 12

EMPLOYEE ASSISTANCE PROGRAM

The Employer and the Labor Council recognize the value of counseling and assistance programs to those employees who have personal problems which interfere with their job duties and responsibilities. The Labor Council and the Employer agree to participate in the existing Employee Assistance Program and to work jointly to promote this program. Each Labor Council Associate may attend an E.A.P. training program during regular working hours.

Records relating to an employee's participation in the E.A.P. shall not be maintained in employee's personnel file. The Employer shall not direct an employee to participate in the E.A.P. and such participation shall be strictly voluntary.

In cases in which minor disciplinary action is contemplated; the Employer may consider delaying or modifying the proposed discipline if an employee elects to participate in an appropriate employee assistance program.

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. The Employer shall not discriminate against an employee solely because the employee participates or seeks to participate in an E.A.P. program.

ARTICLE 13

REPORTING ON DUTY ILLNESS OR INJURY

Section 13.1 General Provision

Employees shall promptly report any on duty injury or illness to the Employer. The employee shall complete the appropriate report forms and submit them to the Employer. The Employer shall provide a copy of the forms and any accident investigation report to the employee upon request. As soon as appropriate or practical, all applicable benefit forms will be supplied to the employee or the employee's designee. Upon notification of the filing of a workers' compensation claim, the Employer shall submit all required forms to the Human Resources Department and shall also give a copy to the employee. If an employee is injured or becomes ill on the job at a facility controlled by the Employer, the Employer will, as soon as practical after having knowledge of the illness or injury, if requested, secure medical attention and transportation to the nearest medical facility. Employees who experience work related illness or injury on the job and who are unable to complete their shift, will be paid their base rate for the balance of their shift on the day in which the illness or injury occurs.

**ARTICLE 14
WORK RULES**

Section 14.1 Definition

As used in this Article, applicable “work rules” shall be all those written policies, procedures, and directives which regulate the conduct of employees in the performance of their duties.

Section 14.2 Posting and Implementation

The Employer agrees that all existing and new work rules will be set forth in writing and that a copy will be given to or provided electronically to each employee. A copy of all new work rules or proposed changes to existing work rules shall be posted electronically. To the extent possible, copies of new work rules or proposed amendments shall be provided to the Labor/Management Committee 30 days in advance of their implementation. In the event that the Labor Council wishes to present to the Employer its views on new or amended work rules, the Labor/Management Committee shall meet for this purpose prior to the implementation date of the rules. Work rules can be changed and new work rules can be implemented without consent or approval of the Labor Council.

Section 14.3 Application

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

**ARTICLE 15
HOURS OF WORK, WORK SCHEDULES, AND OVERTIME**

Section 15.1 Standard Work Week and Work Day

The standard work week for all full-time permanent employees shall consist of 40 hours exclusive of the time allotted for meal periods. The work week shall begin at 12:01 a.m. Sunday, and end at 12:00 midnight, Saturday. Employees shall normally work five consecutive eight hour days, Monday through Friday. The standard work day shall begin at 8:00 a.m. and shall include a thirty (30) or sixty (60) minute break for lunch at the option of the employee and upon supervisory approval. Employees must choose either the thirty (30) or sixty (60) minute option and submit the request quarterly along with the quarterly requests for alternative work schedules pursuant to 15.2 of this Agreement. If the employee chooses a thirty (30) minute break for lunch, the standard work day shall end at 4:30 p.m., and if the employee chooses a sixty (60) minute break for lunch, the standard work day shall end at 5:00 p.m. Any time an employee is attending training, the employee will be required to assume the hours of the training.

Section 15.2 Alternative Work Schedules

Subject to operational needs, the employer may approve alternative work schedules and requests for flex time for professional employees who have demonstrated an ability to work independently and without close supervision, subject to the provisions below. The Employer maintains the right to deny requests for alternative work schedules and/or flex time in order to maintain a fifty percent (50%) staffing level and full range of services, throughout each of the core hours, at each of the Employer’s facilities and/or within the applicable section. Core hours shall be defined as all hours beginning at 9:00 a.m. and ending at 3:00 p.m., Monday through Friday. Additionally, at least three Fingerprint Examiners or Senior Fingerprint Examiners must be on duty during each of the core hours.

An employee will not be permitted to work an alternative work schedule or request to

flex if he or she has active discipline. Employees may request an alternative work schedule to begin only after completion of one year of continuous service with the Employer, and may participate in the next scheduled request period after their anniversary date.

a. Available Alternative Work Schedules

Alternative work schedules for eligible employees shall begin at 6:00 a.m., 6:30 a.m., 7:00 a.m., 7:30 a.m., 8:00 a.m., 8:30 a.m., or 9:00 a.m. Subject to the provisions of this Article, an employee shall have the same starting time for each day of the week and the same ending time for each day of the work week, except for the half-day in the case of employees working nine hour days, and employees may select a schedule of eight (8), nine (9) or ten (10) hour days for a total of forty (40) hours per week. Employees must submit their request for one of these alternative work schedules no later than the first business day of the second pay period in March, June, September, and December of each year, which shall take effect the first business day of the following week.

b. Flex Time

The Identification Section, Computer Forensic Specialists, Criminal Intelligence Analysts, and Charitable Law Major Case Investigators will be subject to applicable performance standards as determined by section management. If these employees meet these standards and the criteria defined above, these employees shall be eligible to request flex time.

It is recognized that from time to time, employees may need to vary their work hours due to unforeseen circumstances. For a BCI Laboratory section to be eligible to work flex time, there must be no pending assignments to that BCI Laboratory section older than 35 days as of the second Wednesday in March, June, September, and December of each year. Each employee in a BCI Laboratory section that does not meet the criteria above may vary their work hours by up to four (4) hours from their standard work schedule or their selected alternative work schedule per week and may make up that time during the week, but only between the hours of 5:00 a.m. and 10:30 p.m. on each day of the week, Sunday through Saturday. Employees desiring to flex their work hours must receive prior supervisory approval within twenty-four (24) hours of his/her scheduled start time before flexing their schedule. Each employee in a BCI Laboratory section that meets the criteria above may vary their work hours as necessary subject to supervisory approval and operational need.

No employee may work less than one (1) hour or more than twelve (12) hours at a given time unless operational needs require them to do so. If an employee works for at least six (6) consecutive hours, they will be required to take a thirty (30) or sixty (60) minute unpaid lunch. As soon as the employee completes the required forty (40) hours in a work week, he/she is to notify his/her immediate supervisor to inform them that he/she has completed his/her forty (40) hours for that work week.

Flex time may not be used to create a permanent, alternative work schedule.

Section 15.3 Meal Breaks

Employees shall be granted unpaid meal periods of sixty (60) or thirty (30) minutes, near the midpoint of each shift. Second shift and third shift employees shall be granted

an unpaid meal period of 30 minutes near the midpoint of their shift. Employees assigned to the Communication Room will not be required to take a formal lunch break. Current practice with respect to paid breaks away from the work area shall be continued.

Section 15.4 Reporting to Work

Employees shall be at their work sites at their shift starting times. If an employee is required to appear in court on a scheduled day off, his or her time will be calculated from portal to portal.

If a level 3 weather emergency has been issued, employees should not report to work until the level 3 is lifted. If the level 3 is lifted prior to the mid-point of employees' work schedules, employees are to immediately report to work or take vacation, personal, or compensatory leave, or be charged leave without pay for the remainder of their work schedule. If the level 3 is lifted after the mid-point of employee's work schedules, employees will not be expected to report to work and will not be charged leave time.

Section 15.5 Overtime

Employees may be required to work in excess of their normal work week. All overtime work must be authorized in advance by the Employer. When any employee is required to be in active pay status for more than 40 hours in any workweek, excluding sick leave, the employee shall be compensated at one and one-half times his or her base rate of pay for all hours in excess of 40.

Employees may elect to receive compensatory time off in lieu of cash overtime payment. Compensatory time off shall be granted at a rate of one and one-half hours for each hour worked, in accordance with applicable state and federal law. When using compensatory time an employee shall be compensated at their base rate of pay.

The maximum accrual of compensatory time shall be 240 hours. When an employee has accrued 240 hours of compensatory time, payment for additional overtime work shall be made in cash.

Compensatory time may be used at a time mutually agreed to by the Employer and the employee.

Upon termination of employment, an employee shall be paid for unused compensatory time at a 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 years of employment.

The Employer may adjust employee work schedules to avoid the payment of overtime including the accrual of compensatory time and including adjustment for holidays.

Employees working overtime may not begin their work day before 5:00 a.m.

Section 15.6 Court Pay

Employees who are required to appear in court or at an administrative proceeding on behalf of the Employer during a period in which they are regularly scheduled to be off-duty as a result of their official duties, shall be guaranteed a minimum of two hours pay or actual hours worked, whichever is greater.

Section 15.7 Shift Differential

Shift differential will be paid to Fingerprint Examiners and other employees who work a regularly scheduled second or third shift approved by the Employer. The shift differential rates shall be 45 cents per hour for the second shift and 60 cents per hour for the third shift.

The second shift shall ordinarily begin at 4: 00 p.m. and conclude by midnight; the third shift shall ordinarily include the hours from midnight to 8:00 a.m. Employees eligible for shift differential will receive such differential for all hours worked between 4:00 p.m. and 8:00 a.m. Eligible employees will receive shift differential payment only for time actually worked, including overtime, not for sick leave, occupational injury leave, disability leave, vacation, personal leave, holiday time off, or compensatory time off.

Section 15.8 Call-in-Pay

Call-in occurs when an employee is called to return to work to do unscheduled, unforeseen or emergency work on a day on which the employee is not scheduled to work, or after the employee has left work upon the completion of a regular work day but before the employee is scheduled to return to work. An employee who is called in shall be paid for a minimum of 2 hours at his or her total rate. Work performed immediately before or after an employee's regular shift shall be compensated at the straight time rate, or the overtime rate, if applicable and shall not be eligible for call-in-pay.

Section 15.9 Vacation Call Back

If an employee is called back to work from a scheduled vacation due to operational needs, the employee may take the vacation at a later time. The employee will be compensated at one and one-half his or her rate of pay for the time the employee is on recall status.

Section 15.10 Twenty-Four Hour Operations

Standard shift for the Communication Room employees shall be 8:00 a.m. – 4:00 p.m. (first shift), and 4:00 p.m. – 12:00 a.m. (second shift) and 12:00 a.m. to 8:00 a.m. (third shift).

Work schedules for bargaining unit employees assigned to the Communication Room shall be posted 4 weeks in advance. Those schedules shall include all scheduled leave time and mandatory overtime shall not consist of split shifts except by mutual agreement.

When a vacancy occurs and it is not the result of a probationary demotion, employees subject to this section may bid on the vacant shift and the shift shall be awarded to the employee with the most bargaining unit seniority, effective for any position filled after April 4, 2007.

ARTICLE 16 EQUIPMENT

Section 16.1 General Provision

The Employer will provide, and employees shall use as assigned, equipment required for the proper performance of their duties, including, but not limited to lab coats, eye shields, shoe coverings, gloves, masks, ear protectors, and coveralls. Also, the Employer shall provide badges and credentials to employees as necessary for the performance of their duties. Those employees who have served a minimum of ten years continuous service with the Attorney General's Office and who are retiring will have a one-time opportunity to purchase their badge. The employer will have the badge clearly marked "retired" and will also provide the employee with credentials identifying them as retired from the State of Ohio, Attorney General's Office, Bureau of Criminal Identification and Investigation.

Equipment will be replaced by the Employer at no cost to the employees if the equipment is worn out, damaged, lost, or stolen. The employee must file a written report of the incident with the Employer immediately after the loss, destruction, or damage, and

an explanation of how the proper was lost, destroyed or damaged. When the employee separates from employment, all AGO equipment must be returned. If not returned, the employee will be billed for the value of the issued but not returned equipment, adjusted for normal wear and tear, from the original purchase price.

Section 16.2 Motor Vehicles

Employees who must attend court or other assignments away from their workplace may use Employer vehicles, if available. The employer will make every effort to make such vehicles available. Government vehicles shall not be used for personal reasons unrelated to an employee's official duties. However, when employees are on temporary overnight assignments away from their homes, departmental vehicles may be used for personal errands of a necessary nature. The employee's use of government vehicles is subject to the pertinent office policies and procedures and the directives issued by the Ohio Department of Administrative Services concerning the state motor vehicle liability program.

Employees who use their personal vehicles for Employer business with prior approval from the Employer shall be reimbursed at the rate provided in accordance with Ohio Administrative Code 126-1-02.

ARTICLE 17 EDUCATION AND TRAINING

Section 17.1 Basic Training

Forensic Scientists shall receive on-the-job training in accordance with current practice. This training shall be uniform and consistent at each facility. The Employer shall prepare an on-the-job training manual which shall set forth a standardized training procedure for new employees.

Section 17.2 Training

The availability of in-service training programs and seminars for all employees shall be maintained. The Labor/Management Committee shall periodically compile a list of advanced training programs which shall be posted at all facilities. Subject to budgetary restrictions and operational needs, in-service training and seminars shall be made available to all employees, on a fair and nondiscriminatory basis, to assist their professional development. The need for on-going training is recognized by the Employer, and opportunities for appropriate training will be made available to employees in each unit.

All training required, or approved, by the Employer shall be on paid time. Employees may use state vehicles to travel to and from required training programs subject to the operational needs of the Employer. Employees assigned to attend training programs will adopt the schedule of the program. Employees required to participate in classes in excess of a forty (40) hour workweek, shall be compensated according to the overtime provisions of this Agreement. Compensation for hours in which employees are traveling will be in accordance with the Fair Labor Standards Act.

Section 17.3 Reimbursement for Accredited College Courses

The Employer encourages those bargaining unit members who wish to pursue job related education or training in addition to programs provided by the Employer. An employee who takes a job related course at an educational institution that is authorized by the Ohio Board of Regents and accredited by the North Central Association of Colleges and Schools may be reimbursed for up to one-half (1/2) of his or her course fees. The contents of a course for which reimbursement is sought must be approved by Human Resources as job related or part of a plan of study leading toward a degree, and must

increase the employee's skills or knowledge relating to his or her current job or a job within the Attorney General's Office that has a higher rate of pay. The employee must submit a written request to the Employer prior to the start of the course for which tuition reimbursement is sought. The Employer may approve or deny all such tuition reimbursement requests based on sound management practices and the availability of funds and such requests shall not be unreasonably denied. If funding limitations prevent all tuition reimbursement requests from being approved, employees enrolled in a degree program will receive first priority.

Section 17.4 Reimbursement for Bachelor's or Master's Degree Programs

Employees who pursue a bachelor's or master's degree in a field of study related to the employee's job, at an educational institution that is authorized by the Ohio Board of Regents and accredited by the North Central Association of Colleges and Schools will be reimbursed for his or her tuition fees up to a maximum of two thousand dollars (\$2,000.00) per employee per fiscal year. The contents of a course for which reimbursement is sought must be approved by the Deputy Superintendent of the Laboratory, or a Deputy Superintendent of BCI, the employee's supervisor as well as by Human Resources.

In order to receive reimbursement for a course which has been approved by the Employer, an employee must receive a grade equivalent of 2.5 or higher on a 4.0 scale. The employee must also submit certified proof of completion of the course and a receipt showing that the tuition has been paid.

The maximum reimbursement for job-related and approved degrees will be up to two thousand dollars (\$2,000.00) per fiscal year for each employee.

Section 17.5 Reimbursement for attainment of Certifications

Employees who pursue a certification in a field of study related to the employee's job at an institution or organization that is approved by the Employer may be reimbursed for up to 50% of the cost of the course. Such reimbursements may not exceed a total of \$1500 per fiscal year. The contents of a course for which reimbursement is sought must be approved by Human Resources as job related or part of a plan of study that will increase the employee's skills or knowledge relating to his or her current job or a job within the Attorney General's Office. The employee must submit a written request to the Employer prior to the start of the course for which tuition reimbursement is sought. The Employer may approve or deny all such tuition reimbursement requests based on sound management practices and the availability of funds and such requests will not be unreasonably denied.

ARTICLE 18 PERSONNEL FILES

Section 18.1 Access

Employees shall have the right to inspect the contents of their personnel files during normal business hours, Monday through Friday. The Employer will upon written request make a personnel file available for inspection at any regional office. Copies of personnel files shall be delivered to regional offices in a manner which will ensure their confidentiality and security.

Access to an employee's personnel file shall also be granted to the employee's designated representative upon written authorization by the employee. An employee's personnel file shall not be made available to any person other than the Employer or its agents without the employee's express written consent unless pursuant to court order, or subpoena or pursuant to the Ohio Public Records law. The employee's home address and

home telephone number shall not be made available except by the Human Resources Department. Any request for such information shall be directed to the Human Resources Department which shall make a determination on the request and notify the Superintendent of BCI of action taken.

Section 18.2 Official File

There shall be only one official personnel file for each employee. The official personnel file for BCI employees shall be located in the Employer's Human Resources Department. No material relating to conduct, discipline or job performance shall be maintained in a secondary personnel file that is not also maintained in the official file.

Section 18.3 Accreditation Files

The Employer shall make available and keep Accreditation Files with the same care and confidentiality as personnel files, described above in Article 18, Sections 1 and 2.

Section 18.4 Employee Notification

An employee shall, upon written request, be provided with a copy of any materials in his or her personnel or accreditation files without cost. The Employer shall provide to an employee a copy of documents which relate to disciplinary and/or "corrective actions" as defined by the American Society of Crime Laboratory Accreditation Directors (ASCLD) which have been taken, or which are proposed to be taken, at the time such documents are placed in the employee's personnel or accreditation file. Documents, which relate to disciplinary actions, shall only be placed in an employee's personnel file and documents, which relate to "corrective actions" pursuant to ASCLD shall only be placed in the employee's accreditation file. The Employer or an employee may place in the employee's personnel file any documents relevant to the employee's work performance.

Section 18.5 Disciplinary Actions

A record of a suspension will be removed from an employee's personnel file after two years, and records of reprimands after one year, upon written request of the employee, provided that no disciplinary actions of any kind are taken against the employee during the intervening two year period. Periods of leave for more than fourteen (14) consecutive days, except for approved vacation leave or personal leave, shall not be used in calculating the retention period. Records removed from personnel files pursuant to this provision 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. However, material in the limited access file relating to an internal investigation in which no disciplinary action was taken may be used by the Employer to investigate or substantiate subsequent allegations of misconduct.

ARTICLE 19

STANDARDS OF PERFORMANCE

Section 19.1 General Provision

The Employer, each employee and the Labor Council are committed to providing the highest level of service to the citizens of the State of Ohio. In order to maintain a high level of service, the Employer shall evaluate the performance of the employees on a regular basis for the specific period of time being evaluated. The method selected by the Employer for evaluating employee performance shall be a topic for Labor-Management meetings. Quota systems will not be used. Evaluations will be subject to the grievance procedure; however, no appeal will be permitted beyond Step 2.

ARTICLE 20

INTERNAL INVESTIGATIONS

Section 20.1 Procedure

The parties recognize that the Employer has the right to expect that a professional standard of conduct shall be adhered to by all employees. Internal investigations may be undertaken to inquire into allegations of misconduct by bargaining unit employees.

Pursuant to O.R.C. 4117.10(A), the parties intend the following procedures to be the exclusive procedures followed for the conduct of internal investigations.

Internal investigations may be undertaken to inquire into allegations of misconduct by bargaining unit employees.

- (a) When an employee is to be interviewed or questioned concerning a complaint or allegation of misconduct, the employee will be informed, prior to the interview, of the nature of the investigation and whether the employee is the subject of the investigation or a witness. When the employee being interviewed is the subject of the investigation, the employee will also be informed at the time of the interview of the allegations of misconduct giving rise to the investigation.
- (b) When the Employer questions an employee who is the subject of an internal investigation, the employee shall be informed that he or she is subject to disciplinary action, including dismissal, for failure to answer any questions presented by the Employer. If during the investigation, the Employer believes that the employee 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 prior to questioning of his rights in the same manner as a criminal suspect, as required by applicable state and federal law. Failure to advise the employee of his rights as set forth in this section shall not prejudice the Employer's right to impose discipline for any misconduct of the employee.
- (c) 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.
- (d) Prior to an interview which might reasonably lead to disciplinary action, the employee will, upon request, be given an opportunity to have a Labor Council representative present during the interview. The Labor Council representative may serve as the employee's representative at the interview. Except for situations in which the interview must take place immediately, no interview will occur until the employee has a reasonable opportunity to secure such representation. This right is limited to interviews which might reasonably lead to disciplinary action and does not extend to other discussions between the Employer and an employee such as performance evaluations.
- (e) Representation in investigatory interviews is limited exclusively to Labor Council Representative(s) as defined in Article 1.
- (f) An internal investigation interview may be recorded with mutual agreement of all the participants. The party recording the interview shall provide a copy of the tape recording, or transcript to any party of the interview upon request.
- (g) 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.

- (h) There shall be only one internal investigation of an employee regarding any given allegation. This investigation shall be conducted with all reasonable speed and the employee under investigation shall be notified of the outcome of the investigation within twenty-one (21) calendar days of its conclusion.

Section 20.2 Line-ups

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

Section 20.3 Polygraphs

The Employer shall not use a polygraph machine or voice stress evaluations to investigate the truth of statements made by an employee, unless the employee consents. This provision shall not apply to employees of the Organized Crime Investigations Commission

Section 20.4 Chemical or Mechanical Tests

Chemical or mechanical tests may be administered to any employee (1) to determine fitness for duty if the Employer has reasonable suspicion to believe that the employee may be unfit for duty, (2) where there is a reasonable suspicion to believe that the employee, when appearing for duty or on the job, is under the influence of, or his/her job performance is impaired by, alcohol or other drugs, (3) when such tests are part of an official internal investigation and, (4) randomly for certain employees as defined in this section.

The reasonable suspicion must be based on objective facts or specific circumstances found to exist that present a reasonable basis to believe that an employee is under the influence of, or is using or abusing alcohol or drugs. Examples of reasonable suspicion include, but are not limited to, slurred speech, disorientation, abnormal conduct or behavior, or involvement in an on-the-job accident resulting in personal injury or property damage or which could have resulted in personal injury or property damage where the circumstances raise a reasonable suspicion concerning the existence of alcohol or other drug use or abuse by the employee.

Under this Section, an employee may be required to submit a urine specimen to test for the presence of drugs or alcohol, or a breath sample to test for the presence of alcohol. Any positive test shall be subject to a second independent confirmatory test before any disciplinary action may be initiated. Employees who test positive on both tests shall have the option of completing a treatment program through the State of Ohio EAP in lieu of discipline. Upon successful completion of the treatment program, he/she shall be subject to random tests for a period of one (1) year.

Testing of specimens or samples will only be conducted by National Institute of Drug Abuse (NIDA) certified laboratories. All test results shall be evaluated by suitable trained medical or scientific personnel prior to being reported. Where a positive report is received, urine specimens shall be maintained under secure storage for a period of not less than one (1) year. All negative, and/or all unconfirmed positive, test records, specimens, and samples shall be destroyed by the laboratory.

Bargaining Unit members shall be subject to random drug testing. The random selection method is as follows:

- 1) The parties will follow the Department of Administrative Services random drug testing, including referral to the E.A.P. for a first positive test for employees not serving an initial probationary period, from the Drug Free Workplace Services Program. Employees may access the Drug Free Workplace Manual at the following

link: <http://das.ohio.gov/hrd/pdf/dfwpmanual.pdf>. However, the parties agree to depart from the DAS manual on two points. First, a bargaining unit member's refusal, without good cause, to appear and provide a sample for a test as required will be regarded as an act of insubordination by the employee. Second, the consequence in the DAS manual for failing to appear to take a test is that the test result will be counted as positive. Each result is separable, i.e. a bargaining unit member may be disciplined for insubordination for failing to appear, without good cause for the random drug test. If the bargaining unit member fails to appear for the retest that will be a second act of insubordination.

- 2) The notification period for bargaining unit members will be 24-hours from the time they learn of the test, from a representative of the Attorney General's Office Human Resources Section, live voice to live voice, of their need to take the test. Random tests will only be scheduled if the employee is scheduled to work during the next 24 hours. The supervisor of the bargaining unit member will likewise be informed of the bargaining unit member's testing date. (Bargaining unit members on approved leave will not be notified at home or on vacation of the test requirement. Bargaining unit members on disability or other extended leave will be passed if their name comes up during the leave), Within 24-hours of notification from a Human Resources representative, the bargaining unit member will appear at any of the conveniently located labs listed in the back of the DAS random drug testing manual. Failure to appear within 24-hours will be an act of insubordination subject to discipline.
- 3) Forensic Scientists are expected to immediately report any involvement with illegal drugs due to the requirements of their job duties to the testing laboratory at the time of testing.
- 4) In regard to employer notification, the parties agreed that the employer shall have fourteen (14) calendar days after the test results are received by the Employer to inform the bargaining unit member of the results. Failure to meet the fourteen (14) calendar day notification period may act as one defense in any disciplinary action. All test results will be communicated to the bargaining unit member.
- 5) The parties agreed that a maximum of five bargaining unit members will be subject to random testing each quarter, Time and travel for the random drug test is counted as hours worked; a bargaining unit member shall be paid for the time, and will use state vehicles if available or will be reimbursed for personal mileage for travel to and from the nearest testing site. All required testing shall be paid for by the Employer.
- 6) The parties agree that only serious exigent circumstances would be an acceptable reason not to attend the test within the prescribed 24-hour period. The parties agree that the bargaining unit member should make every effort to provide the sample at the testing facility as soon as practical after notification. A bargaining unit member's assertion of good cause to be excused from a test on an appointed day shall be reviewed by the employer. The bargaining unit member will make him or herself available until the employer is able to respond with the determination.

Section 20.5 Notice

When no disciplinary action is to be taken as a result of the investigation, the employee shall be so advised within a reasonable period of time and the investigation shall be closed. After an investigation has been closed, documents compiled during the investigation shall be placed in the limited access file provided for in Article 18.

Section 20.6 Limitations

Disciplinary action shall be instituted within two years of the date when the Employer knew or reasonably should have known of the event giving rise to discipline except in the event of a criminal investigation or prosecution of an employee.

ARTICLE 21 DISCIPLINE

Section 21.1 Standard of Conduct

Employees will adhere to a professional standard of conduct at all times. Consistent with the Employer's mission to serve Ohio's law enforcement community, employees shall at all times comply with all federal, state and local laws and regulations and shall maintain a reputation for integrity and respect for the law. Disciplinary action may be taken against an employee for illegal or improper acts committed at any time.

Section 21.2 Discipline

The Employer will not remove, suspend or reduce the pay or position of an employee without just cause. The Employer will ordinarily observe the principle of progressive discipline with the following steps:

- (1) Verbal reprimand
- (2) Written reprimand
- (3) Suspension
- (4) Demotion or removal

However, more severe discipline may be imposed when the serious nature of an employee's offense requires that the Employer take immediate and severe disciplinary action.

Section 21.3 Administrative Leave

Upon verbal notification followed within 24 hours by a written statement of the reasons, an employee may be placed on administrative leave with pay. The employee 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 committed acts or omissions of a serious nature which would warrant discipline.

Administrative leave with pay imposed pursuant to this Article shall be for the purpose of investigating the conduct or performance of the employee.

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.

Section 21.4 Length of Suspension

No suspension without pay of more than 90 days may be given to an employee, except when an arbitrator reinstates, without back pay, an employee who has been removed from employment in excess of 90 days.

Section 21.5 Pre-Suspension or Pre-Termination Conference

Prior to the imposition of a suspension, or a termination, the Employer shall give written notice of a pre-disciplinary conference to the affected employee and the Labor Council. The written notice shall set forth the recommended disciplinary action, a statement of the acts or omissions of the employee giving rise to the discipline and the date, time and place of the conference. The conference will be held at a location determined by the Employer.

The conference shall be scheduled no earlier than three calendar days following the notice to the employee. Failure to appear at the conference will result in a waiver of the right to a conference.

An employee, or his representative, may make a written request for a continuance of up to 48 hours. A continuance shall not be unreasonably requested or denied. The parties may mutually agree to a continuance longer than 48 hours.

The employee may be represented at the conference by a Labor Council Associate or representative. The Employer shall present the reasons for the proposed disciplinary action and an explanation of the Employer's evidence. The employee shall then be afforded an opportunity to respond to the charges and to present reasons why discipline should not be imposed. Within fourteen (14) Calendar days after the conference, the Employer shall notify the employee and the Labor Council Associate of the final disposition of the matter.

It is agreed by the parties that the pre-disciplinary conference procedure is intended to give an employee an opportunity to respond to charges prior to the imposition of discipline and is not a substitute for the grievance and arbitration procedure. The pre-disciplinary conference may be recorded only upon mutual agreement of all the participants.

ARTICLE 22 GRIEVANCE PROCEDURE

Section 22.1

The Employer and the Labor Council recognize that in the interest of harmonious relations, a procedure is necessary whereby employees can be assured of a prompt, impartial, and fair processing of their grievances. Except for the limitations in Section 4, of this Article, this grievance procedure shall be available to all employees.

Section 22.2 Definitions

- (a) Grievance – a grievance is any disagreement or dispute between the Employer and the Labor Council or any employee affecting terms and conditions of employment or affecting the application, meaning or interpretation of this Agreement. Grievances may be presented by any eligible employee or group of employees.
- (b) “Disciplinary Grievance” refers to a grievance involving a suspension, removal, or a reduction in pay or position. Disciplinary grievances must be filed first at Step 2 of the grievance procedure subject to the filing time limits of Step 1.

Section 22.3

In order to be considered, a grievance must be presented in written form at the First Step within 14 days of the date on which the grievant knew or with due diligence reasonably should have known of the event giving rise to the grievance.

Step One - Section Chief:

The grievance shall be initially presented in writing to the Chief of the section in which the grievance arose, or his designee. The grievance at this Step shall be submitted in writing, using a form mutually agreed upon. Grievance forms will be made available to each office. On this form, the grievant shall specify the Article, Section, or combination thereof this Agreement which he or she alleges has been violated, and shall specify the remedy sought. At this Step, a Labor Council Associate must be permitted to attend the meeting between the grievant and the Section Chief. The Labor Council Associate may represent and/or act in place of the grievant if such representation is desired by the grievant. Such representation may include signing the grievance on behalf

of the grievant pursuant to telephone authorization or presenting a faxed signature on behalf of the grievant.

The Section Chief shall respond in writing to the grievance within 14 days from the date on which the grievance is filed. Should a grievance not be within the authority of the Section Chief or his designee to resolve, he and a Labor Council Associate may by mutual written agreement forward the grievance to Step Two.

Step Two - Human Resources Director:

If the grievance is not resolved by the answer received in Step One, within 14 days after receipt thereof, the Labor Council may appeal the grievance to the Human Resources Director or a designee by mailing or otherwise delivering a copy of the grievance form to the Human Resources Section. Upon receipt of the grievance, the Human Resources Director or a designee shall schedule a meeting to be held within 14 days to discuss the grievance.

The Labor Council Representative must be permitted to attend this meeting. He or she may represent the grievant, if such representation is desired by the grievant. The Human Resources Director or a designee shall render his decision in writing and return a copy to the grievant and the Labor Council within 14 days after the meeting with the grievant.

Step Three - Arbitration:

If the Labor Council is not satisfied with the answer to Step Two, it may submit the grievance to arbitration under the provisions of this Article by written notice of its desire to do so, presented to the Employer's Labor Counsel within 14 days after receipt of the decision in Step Two.

Selection of Arbitrator:

Upon the Employer's Labor Counsel's receipt of the Labor Council's arbitration notification, the parties will request the Federal Mediation and Conciliation Service (FMCS) or the State of Ohio Employment Relations Board, Mediation Services, if mutually agreed to by the parties, to submit a panel of seven (7) arbitrators (District 15) from which the Employer and the Labor Council shall select one by the process set forth below. The parties may at any time select an impartial arbitrator by mutual agreement. If agreement cannot be reached as to one (1) mutually acceptable arbitrator, the arbitrator will then be selected by the representatives of the parties alternately striking names from the FMCS panel until one (1) name remains, who shall be the arbitrator. The order of striking names from the list shall be determined by a coin toss. Each party retains the right to reject one (1) panel in its entirety and request a new panel be submitted.

The Employer and the Labor Council agree that it is important to process grievances in a timely fashion and to move promptly through the arbitration process. The procedure in this section is intended to provide a prompt and economical arbitration process, but when disputes do not involve interpretation of the Agreement, the parties may seek to encourage a further expedited arbitration process, which may include unrecorded hearings, no briefs, bench decisions, etc.

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

Should the parties be unable to agree on any details of the arbitration process all unresolved procedural questions shall jointly be submitted to the arbitrator selected for the hearing for resolution, whose decision will be binding on the parties

a) Witnesses and Expenses

The Employer agrees to allow subpoenaed employee witnesses time off with pay at the base rate for the time which they are required to attend the hearing. All fees and expenses of the arbitration will be equally divided between the parties, including the fees and expenses of the arbitrator, the hearing room, and other related expenses.

If a 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 for such transcription shall be shared equally by both parties. The parties agree that normally transcripts will not be requested. All other costs incurred by the parties will be paid by the party incurring the costs.

b) Arbitration Decisions

The arbitrator shall render a decision as quickly as possible, but in any event, no later than 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 findings and conclusions with respect to the issues submitted to arbitration. The arbitrator's decision shall be final and binding upon the Employer, the Labor Council and the employee involved, provided such decisions conform with the law of Ohio and do not exceed the jurisdiction or authority of the arbitrator set forth in this Article. The grievance procedure shall be the exclusive method of resolving grievances. However, the parties recognize that the grievance procedure does not preclude an employee from attempting to seek a remedy for discrimination under any applicable non-discrimination statute.

c) Arbitration Limitations

Only disputes involving the interpretation, application or alleged violations 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. The arbitrator shall not substitute the arbitrator's discretion for that of either party or impose on either party a limitation or obligation not specifically required by the express language of this Agreement. The arbitrator's decision shall address itself solely to the issue or issues presented and shall not impose on 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.

d) Subpoenas

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

When the arbitrator determines that the issuance of subpoenas to employees witnesses would impede the ability of the Employer to carry out its mission, inhibit the Employer's ability to conduct an efficient operation, or result in harassment of the Employer, he or she may refuse to issue the subpoenas or make other arrangements to take the evidence desired in such manner as will not cause these problems.

e) Discovery and Notice

Seven days prior to the start of an arbitration hearing under this Article, the parties shall exchange a preliminary list of names of witnesses and copies of all documents to be used in evidence in the hearing. Names of additional witnesses or additional documents must be exchanged no later than 3 days before the hearing.

The parties shall each be responsible for notifying their respective witnesses and principals of the time and place of the arbitration hearing. This discovery requirement is voluntary and shall be implemented only upon the request of either party at least fourteen (14) days prior to the date of the arbitration.

f) Issues

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

g) Disciplinary Grievances

Unless mutually agreed otherwise, arbitrations involving suspension, demotions, or discharges shall be held within 30 calendar days after the filing of the request for arbitration. In the event the next arbitrator on the rotation list is unable to convene a hearing within 30 days, the parties shall seek an alternate arbitrator by taking the next listed arbitrator on the list who can meet the scheduling requirements.

Probationary employees shall not file grievances regarding removals or any disciplinary matter. However, promotional probationary employees may grieve removals.

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. If no bench ruling is issued a written decision must be issued within seven days after the hearing.

Section 22.4 Representation

Employees shall have the right of Labor Council representation upon request at each step of the grievance procedure. The Labor Council shall be the exclusive representative for the employee in all matters pertaining to the enforcement of any rights of the employee under the provisions of this Article.

The grievant, the Labor Council representative and the appropriate Employer representative will ordinarily be the only persons in attendance at meetings held pursuant to this Article. However, in the interest of resolving grievances at the earliest possible step, any party may bring additional representatives or witnesses to any meeting in the grievance procedure, but only upon advance mutual agreement of all parties. Any additional representative or witnesses must have input which will facilitate the resolution of the grievance.

A grievant and the Labor Council employee representative acting as an associate in accordance with Article 4 will not receive overtime pay to engage in grievance activities provided herein; however, all grievance meetings at Steps 1 and Steps 2 shall be held during normal office hours.

Section 22.5 Miscellaneous

Approved leave with pay shall constitute an automatic time extension to the grievant with respect to any deadline in this Article. In the absence of an extension mutually agreed to in writing, the grievance will, at any step where response from the Employer is not forthcoming within the specified time limits, automatically be considered submitted to the next successive step in the grievance procedure. Should the grievant or Labor Council 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.

By mutual written agreement, the parties may shorten or extend any time limitation, skip any step, waive a hearing, combine grievances or alter any other procedure set forth in this Article.

ARTICLE 23 SENIORITY AND SERVICE

Section 23.1 Definitions

“Classification Seniority” is the length of continuous service in an employee’s current classification beginning with the last date of hire, promotion or transfer into the classification. “Agency Seniority” is the length of continuous services with the Employer, dating back to the last date of hire. “Bargaining unit seniority” is the total length of continuous service in a position or succession of positions within Bargaining Unit 48, dating back to the last date of hire. “State Seniority” is the total length of continuous service in a position or succession of positions with the State of Ohio, dating back to the last date of hire. If a type of seniority is not specified in a relevant section of this Agreement, current practice will prevail. If no current practice exists, bargaining unit seniority will be used.

Section 23.2 Continuous Service

Continuous service begins on the date the employee last commenced work as an employee of the Employer and since which the employee has remained in the service of the Employer. The following constitute breaks in service with the Employer.

- a) resignation by the employee
- b) discharge of the employee
- c) layoff of the employee for more than twelve consecutive months
- d) failure of the employee to report to work within the prescribed time limits after a leave of absence, layoff or use of sick leave;
- e) retirement by the employee.

Continuous service will not be interrupted if an employee is on an approved leave of absence.

Section 23.3 Seniority

If two or more employees have the same bargaining unit seniority, agency seniority shall be used to establish priority. If two or more employees have the same agency seniority, classification seniority shall be used to establish priority. If a tie exists at this point, state seniority shall be used. If a tie still exists, seniority shall be determined by the last four digits of the employee’s Social Security numbers, with the lowest number given the greatest seniority.

Section 23.4 Seniority List

The Employer shall prepare and maintain seniority lists and shall furnish such lists semi-annually to the Labor Council.

ARTICLE 24 PROMOTIONS AND TRANSFERS

Section 24.1 Posting

Vacancies in positions within the bargaining unit which the Employer decides to fill shall be posted for a minimum of seven work days. Vacancy notices will list the qualifications, abilities, and duties for the position.

Section 24.2 Selection Process

Employees who file timely applications for promotions or transfers shall be considered for the vacant position. The Employer shall give first consideration to employees who apply for a transfer. Employees in the Forensic Scientist classification may only transfer after four (4) years of continuous service unless mutually agreed to by the Employer and the Union, and must remain in each unit for four (4) consecutive years. Bargaining Unit seniority shall be the deciding factor where abilities and qualifications are determined equal by the Employer. Vacancies shall be filled by promotion or transfer unless the Employer has a reasonable basis to hire a new employee. Employees who bid shall be notified of the results of the selection process in writing. All employees who will be transferred will do so no later than one year of their notification by Human Resources. In cases where the transferring employee will be replaced, the date for their transfer will be made available after the employee's replacement has been hired and no later than the replacement's mid-probation evaluation.

ARTICLE 25

TEMPORARY WORKING LEVEL

Section 25.1 General Provisions

Each employee who is temporarily assigned to duties of a position within the bargaining unit with a higher pay range than the employee's own for a continuous period of more than one week because of a temporary absence or vacancy, shall be eligible for a working level pay adjustment. This pay adjustment shall increase the employee's schedule rate of pay for the duration of the temporary assignment to the greater of a) the classification schedule rate of the higher level position, or b) a rate of pay at least 5% above the employee's current scheduled rate. This pay adjustment shall not affect any other pay supplement, which shall be calculated on the basis of the employee's schedule rate of pay prior to the temporary assignment.

Section 25.2 Duration

This working level pay adjustment shall be for a continuous period in excess of one week, but no more than 12 (twelve) weeks. In those cases where the period of added responsibility exceeds 12 (twelve) weeks, the employee shall either return to his or her regular position or the Employer shall recognize the continuation of the added responsibility by permanently promoting the employee to the higher position.

Section 25.3 State Law

This Article shall supersede the provision of the Ohio Revised Code Section 124.181(J) and Ohio Administrative Code Section 123:1-37-07, relating to temporary working level pay adjustments.

ARTICLE 26

JOB TITLES AND CLASSIFICATIONS

Position Audits

Each employee shall be provided, upon request, with a copy of his or her position description. An employee may request a review of the classification of his or her position. The Employer may request a review of the classification of any encumbered position assigned to the Employer. Requests for position audits shall be made in writing on a form provided by the Employer. Position audits shall be conducted pursuant to the procedures set forth in Chapter 123:1-3 of the Ohio Administrative Code in effect on the date of ratification of this Agreement. Disputes with respect to position audits are not subject to the grievance procedures.

Position audit decisions shall be based upon the criteria set forth in Chapter 123:1-3 of the Ohio Administrative Code, and upon any relevant provisions of this Agreement. The

Employer shall provide a copy of this Agreement and a list of the relevant provisions to the Department of Administrative Services upon receipt of notice that a request for a position audit has been filed by an employee.

In the event of reclassification due to a job audit the reclassification shall be effective as of the date of the notice of determination from the Department of Administrative Services.

ARTICLE 27 REDUCTION IN FORCE

General Provisions

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, except for the following:

- (a) Agency seniority as defined in Article 23 shall be used to determine the order of lay-off or recall.
- (b) Employees who are not included in the bargaining unit shall not be permitted to displace employees within the bargaining unit under any circumstances.
- (c) The concept of layoff jurisdictions shall not be applied. In each classification series affected by the layoff, layoff displacement and recall lists will be prepared on a state wide basis.
- (d) All layoff and displacement appeals shall be processed as grievances beginning at Step 3 of the grievance procedure. This section is only intended to change the forum of such appeals.

Except as specifically set forth in this Article, the parties do not intend to either increase or decrease the ability of employees affected by layoffs, displacements, or job abolishments to challenge these personnel actions

ARTICLE 28 HOLIDAYS

Section 28.1 List of Days

Employees will have the following holidays:

1. New Year's Day – January 1
2. Martin Luther King's Birthday – the third Monday in January
3. President's Day – the third Monday in February
4. Memorial Day – the last Monday in May
5. Juneteenth – June 19
6. Independence Day – July 4
7. Labor Day – the first Monday in September
8. Veteran's Day – November 11
9. Thanksgiving Day – the fourth Thursday in November
10. Day After Thanksgiving Day – the day after the fourth Thursday in November
11. Christmas Day – December 25
12. Any day proclaimed by the Governor of the State of Ohio or the President of the United States, except for Columbus Day

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.

Section 28.2 Holiday Pay

Full-time employees, regardless of their work shift or schedule, are automatically entitled to eight hours of holiday pay regardless of whether they work on the holiday. Part-time employees shall receive four (4) hours of holiday pay regardless of the employee's work shift and work schedule.

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 3.

- a) If a holiday occurs during a period of sick or vacation leave of an employee, the employee shall draw holiday pay and shall not be charged for sick leave or vacation for the holiday.
- b) An employee in no-pay status shall not receive holiday compensation.
- c) Full-time employees with work schedules other than Monday through Friday are entitled to pay for any holiday observed on their day off.

Section 28.3 Compensation of Holiday Pay or Compensatory Time

An employee who is required to work on a holiday shall be entitled to pay for such time worked at one and one-half times the employee's base rate of pay in addition to holiday pay. The employee may elect to receive compensatory time at the rate of one and one-half hours of compensatory time for each hour worked on the holiday in lieu of receiving cash compensation for time worked on the holiday.

All time in excess of eight hours worked on a holiday will be paid at 2 ½ times the employee's base rate of pay. Employees eligible for holiday pay and not working on the holiday shall be credited with no more than eight (8) hours of pay regardless of the time normally scheduled to work on that day.

Those employees who request to work on a holiday must be authorized in advance by the Employer and may flex all hours worked on a holiday at the straight time rate during the work week in which the holiday occurs, or be paid for hours worked on a holiday at the rate of one and one-half times the employee's base rate of pay.

Section 28.4 State Law

This Article supersedes the provisions of Revised Code Section 124.19 and Ohio Administrative Code Chapter 123:1-44 relating to holidays.

ARTICLE 29 PERSONAL LEAVE

Section 29.1 Personal Leave Accrual Conversion

Employees may use personal leave for absence due to mandatory court appearances, legal or business matters, family emergencies, unusual family obligations, medical appointments, weddings, religious holidays, or any other matter of a personal nature.

In each base pay period all employees shall accrue personal leave at the rate of 1.23 hours not to exceed thirty-two (32) hours in one (1) year for each eighty (80) hours in active pay status excluding overtime hours. Employees that are on approved paid leave of absence, or receiving workers' compensation benefits shall be credited with those personal leave hours which they normally would have accrued upon their approved return to work.

When personal leave is used, it shall be deducted from the unused balance of the employee's personal leave on the basis of one hour for every hour of absence. Compensation for such leave shall be equal to the employee's base rate of pay.

Personal leave shall be charged in minimum units of one-half 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.

Employees previously employed by other state agencies who are hired by the Employer shall not be credited with the unused personal leave credit accumulated while an employee of the other state agency.

Employees who accrue personal leave pursuant to this Article shall have at year-end the following options with respect to the unused balance of personal leave accrued during that year.

- a) Carry the balance forward. The maximum credit that shall be available to an employee at any one time is 40 hours.
- b) Convert the balance to accumulated sick leave, to be used in the manner set forth in Article 31.
- c) Receive a cash benefit. The cash benefit shall equal one hour of the employee's base rate of pay for every hour of unused credit that is converted. This cash benefit shall not be subject to contributions to any retirement system, either by the employee, or the employer. In each year of the contract, employees must indicate a desire to receive a cash benefit in accordance with the procedures prescribed by the Employer that coincide with the State's annual leave conversion process. If an employee fails to notify the Employer of a desire to receive a cash benefit, the balance will automatically be carried forward.

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

Section 29.2 Separation from Service

Upon separation from service, for any reason including retirement, an employee shall be entitled to compensation for all unused earned amount of personal leave. The rate of pay shall be equal to the employee's total rate of pay.

A full-time employee who separates from service shall accrue 1.23 hours of personal leave for the pay period regardless of the effective date of the separation and the number of hours in active pay status. A part-time employee who separates from service shall accrue personal leave at a rate based upon the number of hours in active pay status.

Section 29.3 Reemployment of Reinstatement

The employee who has separated from service, and has received a cash benefit for personal leave credit pursuant to this Article is reinstated or reemployed, he or she shall not be granted reinstatement of personal leave credit converted to a cash benefit.

Section 29.4 Notification and Approval of Personal Leave

An employee shall give reasonable notice to his or her immediate supervisor of a desire to take personal leave. Requests for personal leave shall not be unreasonably denied.

Section 29.5 State Law

This Article supersedes provisions of Ohio Revised Code Chapter 124 and Ohio Administrative Code Chapter 123:1-32 relating to personal leave.

**ARTICLE 30
VACATION**

Section 30.1 Rate of Accrual

Upon completion of the employee's initial probationary period, full-time employees shall be granted vacation leaves with pay as follows:

| Length of Service | Accrual Pay Period | Rate Per Year |
|---------------------------|---------------------------|----------------------|
| Less than 4 years | 3.1 hours | 80 hours |
| 4 but less than 9 years | 4.6 hours | 120 hours |
| 9 but less than 14 years | 6.2 hours | 160 hours |
| 14 but less than 19 years | 6.9 hours | 180 hours |
| 19 years or more | 9.2 hours | 240 hours |

When on vacation an employee shall be compensated at the base rate of pay. Vacation leave shall be charged in minimum units of one-half (0.50) hour.

Section 30.2 Maximum Accrual

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

| <u>Annual Rate of Vacation</u> | <u>Accum. Maximum</u> |
|---------------------------------------|------------------------------|
| 80 hours | 240 hours |
| 120 hours | 360 hours |
| 160 hours | 480 hours |
| 180 hours | 540 hours |
| 240 hours | 720 hours |

Section 30.3 Scheduling

Vacation will be taken only at times mutually agreed to by the Employer and the employee. The Employer shall grant first priority to vacation requests received at least six months but no more than nine months prior to the requested leave. Such requests shall be granted with preference to employees with the greatest seniority. Vacation requests received less than six months before the requested leave shall be granted with preference to requests from employees with the greatest seniority.

Requests received more than six months in advance of the requested vacation period shall receive priority over requests received less than six months prior to the proposed vacation, regardless of seniority.

The Employer shall give notice of disapproval or tentative approval (subject to seniority) of a vacation request within two weeks after the request is made.

Requests for five or more consecutive vacation days shall be made seven calendar days in advance; requests for less than five consecutive vacation days shall be submitted 24 hours in advance. Untimely requests may be considered by the Employer, but need not be approved, regardless of operational needs.

If an employee is called back to work from a scheduled vacation due to operational needs, the employee may take the vacation at a later time. The employee will be compensated at one and one-half his or her base rate of pay for the time the employee is on recall status.

Section 30.4 Prior State Service

Any employee who was employed by the State or any political subdivision of the

State is entitled to have prior service with these agencies counted as service with the Employer for the purpose of computing vacation leave. The anniversary date of employment for the purpose of computing vacation leave is the anniversary date of the prior service with the State or other political subdivision. An employee who has retired in accordance with the provisions of any state retirement plan offered by the State and his hired by the State shall not have his/her prior service with the State or any political subdivision of the State counted for purposes of computing vacation leave.

Section 30.5 Payment Upon Separation

Upon separation from service for any reason, all vacation leave balances will be paid to the employee at his or her current base rate of pay, at the time that the employee receives a paycheck for the final period of work.

Section 30.6 Annual Vacation Leave Conversion

In the pay period which includes December 1, employees will have the opportunity to convert a maximum of forty (40) hours of unused accrued vacation leave at a rate of one hundred percent (100%) of the employee's base rate of pay. To be eligible to convert vacation leave, employees must maintain a balance of at least two hundred (200) hours of vacation leave after the request for conversion.

Section 30.7 State Law

This Article shall supersede those provisions of Ohio Revised Code Section 124.13 relating to vacation leave.

**ARTICLE 31
SICK LEAVE**

Section 31.1 Sick Leave Accrual

Beginning with the base pay period which includes December 1, 1990, each full-time employee shall accrue sick leave at a rate of 3.1 hours for each eighty (80) hours in active pay status, excluding overtime hours, not to exceed eighty (80) hours in a 12 month period.

An employee who is not a full-time employee shall receive 3.1 hours of credit for each 80 hours of completed service not to exceed 80 hours in any 12 month period beginning with the base pay period. No sick leave shall be credited for overtime hours.

Employees who are in active pay status or receiving Workers' Compensation benefits shall be credited with those sick leave hours which they normally would have accrued upon the approval return to work.

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

Compensation for charged sick leave accumulated and credited shall be at 100% of the employee's base rate of pay of employee's total rate of pay. Sick leave may accumulate without limit.

Section 31.2 Carry-Over and Conversion

In the pay period which includes December 1, employees will be annually offered the opportunity to convert to cash any part of the sick leave accrued within the preceding 12 month period. The rate of conversion is based upon the number of sick hours an employee uses throughout the year.

| <u>Sick Leave Hours Used</u> | <u>% of Total Rate</u> |
|------------------------------|------------------------|
| 0 Hours Used | 80% |
| 0.01 to 8 Hours Used | 75% |
| 8.01 to 16 Hours Used | 70% |
| 16.01 to 24 Hours Used | 65% |
| 24.01 to 32 Hours Used | 60% |
| More than 32 Hours Used | 55% |

The payment shall be received in the pay period that includes December 1 of each year.

This cash benefit will not be subject to contributions to any retirement system, either by the Employer or the employee. An employee who is eligible to receive a cash benefit conversion of sick leave must indicate a desire to do so no later than the end of the pay period that includes the first day of November, on a form to be provided by the Employer. An employee not exercising a choice will automatically have the hours carried forward.

An employee who separates employment to retire may convert to cash any or all sick leave accrued at the rate of fifty-five percent (55%) of the employee’s total rate of pay. An employee who separates employment for any reason other than retirement may convert to cash any or all sick leave accrued at fifty percent (50%) of the employee’s total rate of pay. If an employee fails to designate the portion of accumulated sick leave credit he desires to convert to cash, the entire amount of sick leave credit accumulation shall be converted to cash.

An employee who is granted military leave or leave without pay, may be paid for accrued sick leave or may keep it in reserve for use upon return at his or her discretion. An employee who is reemployed, reinstated or recalled from lay off and who received a cash payment for unused sick leave may have the accrued sick leave restored by returning the amount paid by the Employer for the number of days to be restored. This must be done within 30 days after reemployment, reinstatement or recall from layoff.

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

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

Section 31.3 Notification

An employee who is unable to report for work, and who is not on a previously approved day of vacation, sick leave, personal leave, or leave of absence, shall notify the employee’s immediate supervisor that he or she will be unable to report for work, unless emergency conditions prevent such notification. This notification shall be given by first shift employees between 8:00 a.m. and 8:30 a.m. and by second and third shift employees within one-half hour of the starting time of their shift. If the condition giving rise to the

request for sick leave continues past the first day, the employee will notify his or her immediate supervisor every subsequent day on which sick leave will be requested, unless prior notification was given of the number of days to be taken off.

Section 31.4 Sick Leave Uses

Sick leave may be used by employees only for the following reasons:

- 1) Illness, injury, or pregnancy related conditions.
- 2) Exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of other employees.
- 3) Medical, psychological, dental or optical examination of the employee by an appropriate practitioner.
- 4) Illness, injury, pregnancy related condition of a member of the employee's family where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member.
- 5) Medical, psychological, dental or optical examination of a member of the employee's family by an appropriate practitioner, where the employee's presence is reasonably necessary.
- 6) Death of a member of the employee's family. Such usage shall be limited to a reasonably necessary time not to exceed 5 days.

For the purpose of sick leave, an employee's "family" shall include the employee's spouse, parents, children, step-children, grandparents, siblings, grandchildren, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law or legal guardian or other person who stands in the place of a parent.

Section 31.5 Sick Leave Justification

The Employer may require an employee to furnish a satisfactory written, signed statement to justify the use of sick leave. If professional medical attention is required for the employee or for a member of the employee's immediate family, a certificate from a licensed physician stating the nature of the condition, may be required by the Employer to justify the use of sick leave. A physician's statement may also be required if the condition giving rise to the request for sick leave exceeds seven (7) consecutive work days. Falsification of either the signed statement or the physician's certificate shall be grounds for disciplinary action which may include dismissal. Abuse of sick leave shall be grounds for disciplinary action.

Section 31.6 Restoration of Sick Leave Credit

The previously accumulated sick leave balance of an employee who has been separated from his position with the Employer but who has not received sick leave separation payments shall be placed to the employee's credit upon re-employment with the Employer. Such re-employment must take place within 10 years of the date on which the employee was separated. No employee initially hired after the effective date of this Agreement who was employed by the State, other than the Employer, or any political subdivision of the State, is entitled to have sick leave balances earned with these other agencies carried over to the Employer or to have his or her prior service with any of these agencies counted as service with the Employer for the purpose of computing the amount of sick leave.

Section 31.7 Return to Work

An employee who seeks to return to work after being on sick leave and whose return is denied may grieve such denial.

Section 31.8 State Law

This article shall supersede those provisions of Ohio Revised Code Chapter 124 and Ohio Administrative Code Chapter 123:1-32 relating to sick leave.

**ARTICLE 32
COURT LEAVE**

Section 32.1 General Provision

The Employer shall grant court leave at the base rate of pay to any employee who is summoned for jury duty by a court of competent jurisdiction, or 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 or where the employee's requested or compelled testimony does not arise out of the employee's outside business or commercial interests, or employment.

Court leave is not available to employees who are summoned to testify as a result of secondary employment outside of the service to the State. Employees subpoenaed to proceedings on behalf of an employer other than the State must use available accrued leave before being granted leave without pay. Employees using accrued leave shall not be required to remit any fees received.

Section 32.2 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 an employee to the payroll officer for transmittal to the Treasurer of State.

Section 32.3 Parties of Court Action

Any employee who is appearing before a court or other legally constituted body in a matter in which he or she is a party may be granted vacation time, personal leave, compensatory time or leave of absence without pay.

Section 32.4 Personal 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 at the base rate of pay to attend the hearing.

Section 32.5 State Law

This article supersedes the provisions of Ohio Administrative Code Chapter 123:1-34 relating to Court Leave. This article shall apply only in situations in which the court time provisions of Article 15 are inapplicable.

**ARTICLE 33
FUNERAL LEAVE**

General Provision

Upon the death of a member of the employee's family, the employee shall be entitled to twenty four consecutive work hours of funeral leave at the employee's base rate of pay. This time may be extended with the use of vacation leave, personal leave or sick leave upon the approval of the employee's supervisor and in accordance with the provisions of Article 29, 30 and 31 of this agreement. No reasonable request shall be denied. Funeral leave shall not accumulate and shall not be charged to sick leave.

For the purpose of this Article, an employee's "family" is his or her spouse, spouse's parent, mother, father, child, grandchild, stepchild, grandparent, spouse's grandparents, brother, or sister, brother-in-law, sister-in-law, son-in-law, or daughter-in-law and a person who stands in the place of a spouse or such person's child, and who

resides with the employee.

ARTICLE 34 LEAVES OF ABSENCE WITHOUT PAY

Section 34.1 Requesting Leave of Absence Without Pay

A leave of absence without pay may be granted to an employee subject to the operational needs of the Employer. A request for leave of absence without pay shall be submitted in writing and shall state the reasons for taking leave of absence and the dates for which such leave is being requested.

Section 34.2 Length of Leave

Upon written request, leave may be granted for any personal reason including but not limited to pregnancy or child care for a maximum duration of six months. Leave of absence without pay may be granted for a maximum period of two years for education or training which would be of benefit to the Employer. Renewal or extension beyond the two year period shall not be allowed.

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 will 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.

Section 34.3 Abuse of Leave

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

Section 34.4 Failure to Return

An employee who fails to return to duty within three working days of the completion or a valid cancellation of a leave of absence without pay may be removed from service.

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

Section 34.5 Return to Service

Upon completion of a leave of absence, the employee is to be returned to the classification or position formerly occupied or to a similar classification or position if the employee's former classification or position 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 Employer.

Section 34.6 Service Credit

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

The period during which an employee is on a leave without pay shall not be counted towards an employee's original or promotional probationary period.

Section 34.7 Holidays

A leave of absence without pay shall not begin or end on a holiday.

Section 34.8 State Law

This article supersedes the provisions of Ohio Administrative Code Chapter 123:1-34 relating to Leave of Absence With Pay.

**ARTICLE 35
DISABILITY LEAVE**

Section 35.1 Eligibility

A fulltime permanent employee with a disabling illness, injury or condition that will last more than twenty-one (21) consecutive days may be eligible for disability leave. Except as otherwise provided in this Article, eligibility and administration of disability benefits shall be pursuant to current Ohio Laws and the Administrative Rules of DAS.

If an employee has received a notice of predisciplinary conference prior to filing a request for benefits under this Article, the Employer may proceed to process and impose such discipline prior to the employee receiving any disability benefits.

Section 35.2 Waiting Period

Disability leave benefits shall commence with the employee's first scheduled workday following a waiting period of twenty-one (21) consecutive calendar days. The waiting period shall commence the day after the occurrence of the disabling illness, injury or condition.

Section 35.3 Standard

An employee eligible for disability leave benefits under this Article may receive disability leave benefits for an initial period of up to 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 3 months of receiving disability leave benefits, the employee's claim shall be reviewed to determine if the employee is capable of:

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

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

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

Section 35.4 Return to Work

By application of the employee and with the prior approval of the Director of

Administrative Services and the Employer, 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 Employer a physician's statement allowing the employee to work part-time. This statement should indicate the number of hours the employee could work and any 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 Employer shall reinstate the employee on a full-time basis to the position held immediately prior to becoming disabled, provided the Director of Administrative Services has determined that the employee is no longer disabled and the employee's physician has released him/her to perform the duties of the position.

Section 35.5 Length of Disability

Disability leave benefits shall remain payable until it is determined that the employee is no longer disabled or for a maximum period of eighteen (18) months, whichever is earlier.

Section 35.6 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 1 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 21 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.

Section 35.7 Application for Disability Leave Benefits

The employee, a member of the employee's family, and a representative of the employee, may file a claim for disability leave benefits with the Employer. The claim shall be filed on a form designated by the Director of Administrative Services and shall be filed with the Employer within 28 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 Employer explaining the extenuating circumstances must be filed within a reasonable time after the 28 day time period has expired. The Employer shall, within five (5) days of receipt of the claim, forward the claim and the claim recommendation to the Director of Administrative Services.

- a) 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.
- b) Notification of Initial Disability Decision by the Director: The employee shall be notified in writing of the disability determination within 45 days of receipt of the claim

by the Director of Administrative Services and shall also be advised of the right to file an appeal pursuant to Section 11 of this Article.

- c) 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 Employer. Such information must be submitted within 30 days of the date of the notification of the determination or within 30 days of the ending date of approved disability benefits, whichever is later. The Employer shall, within five (5) days of receipt of such additional information forward it to the Director of Administrative Services. By exercising such right to submit additional information, the employee does not waive his or her right to file an appeal pursuant to Section 11. The appeal must then be filed within 30 days of notification of the decision based on the submission of additional information.
- d) 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 9 below.
- e) Address Change: An employee receiving disability leave benefits shall be responsible for keeping a current address on file with the Employer.

Section 35.8 Conditions Precluding Receipt of Disability Leave Benefits.

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

- a) 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
 - 1. In the case of any injury or illness which may be covered by the Bureau of Workers' Compensation (BWC), an employee may receive up to 120 days of disability leave benefits in lieu of Workers' Compensation benefits. Such payments are limited to initial Workers' Compensation claims. 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 Employer. The Employer shall within five days of receipt forward the two claims together to the Director of Administrative Services. Disability leave benefits may then be paid for a period of up to 120 days in lieu of Workers' Compensation benefits. Within 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.
 - 2. Employees who receive injury pay pursuant to Article 35 of this Agreement may be eligible for disability leave benefits when injury pay expires, if they have received a final notice denying Workers' Compensation benefits, and have applied for disability leave benefits within 45 days of notice.
- b) Attempted suicide, or self-inflicted injury with the intent to do bodily harm;
- c) Any act of war, declared or undeclared, whether or not the employee is in the armed services;
- d) Participating in a riot or insurrection;
- e) Any injury incurred in the act of committing a felony;
- f) Drug addiction or alcoholism, unless the employee is participating in an Ohio

Department of Health certified and/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.

Section 35.9 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:

- a) Is removed from service or certified against, except as provided under Rules 123:1-33-09 and 123:1-41-21 of the Ohio Administrative Code;
- b) Is not in an active pay status and is receiving retirement or disability retirement benefits from a State employee’s retirement of disability system;
- c) Engages in any occupation for wage or profit except as provided under Section 4 of this Article’
- d) Engages in any act of fraud or misrepresentation involving his or her disability claim;
- e) Does not consult a State licensed practitioner for necessary medical care pursuant to Section 7 of this Article, or;
- f) Does not notify the Employer of a change of address pursuant to Section 7 of this Article.

If an employee engages in any of the above acts, the Director of Administrative Services will notify the employee of his intention to disqualify the employee from receiving disability leave benefits as of the date the employee first engaged in any of the prohibited acts. Such notice will contain the reason for the proposed termination of benefits. If the employee disagrees with the proposed termination, he or she may file an appeal in accordance with Section 11 of this Article. The appeal must be filed within 30 days of the notice of disqualification and must contain a statement rebutting the reasons set forth for the proposed termination of benefits.

Section 35.10 Payment of Disability Leave Benefits.

Disability leave benefits will be paid at seventy percent (70%) of the employee’s base rate of pay for the first six (6) months and fifty percent (50%) for the next twelve (12) months up to a lifetime maximum of thirty-six (36) months. For the purpose of determining disability leave benefits, an employee’s base rate of pay shall be determined as of the date the employee becomes disabled.

Disability leave benefits are payable bi-weekly based on a pay period of 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 a rate of eight (8) hours for each work day, and are payable at the expiration of the period of disability.

- a) **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.
- b) **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 contributions. These contributions shall be made in three amounts set pursuant to the Revised Code Section for employees granted disability leave benefits based on the employee's base rate of pay in effect at the time the employee becomes disabled.

- c) **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 for 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 work status.
- d) **Supplement of Benefits.** An employee receiving disability leave benefits may indicate to his or her Employer a 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 base 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 balance, plus any amount contributed by the State on behalf of the employee pursuant to paragraphs (b) and (c) of this Section shall be an amount sufficient to give the employee up to 100% of pay for time on disability.
- e) **Payment of Costs.** All of the costs, premiums or charges for the benefits provided by the State employee disability leave benefits program shall be paid by the State.
- f) **Recovery of Improperly Paid Benefits.** The Employer shall initiate all necessary steps to recovery disability leave benefits paid in error or paid as a result of fraud, or to make any needed adjustments to ensure that proper payment of benefits has been made.

Section 35.11 Appeal of a Denial

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

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 physician who shall be mutually agreed to by the employee's physician and the Director. The selection of a third party shall be made within 15 days of the filing of the appeal, unless an extension is agreed to by the parties. The third party physician shall render a medical opinion in writing within 30 days of the selection and this opinion shall be the basis for the Director's decision.

If the Director of Administrative Services denies disability leave benefits, the employee shall be informed of the denial in writing. The employee may then file a grievance pursuant to Article 22 within 30 days after receipt of the notice of denial from the Director. The grievance shall be filed at Step 3 of the grievance procedure.

Section 35.12 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, then the employee shall be given a disability separation.

Section 35.13 Reinstatement Rights

An employee given a disability separation shall have the right to reinstatement within eighteen (18) months after having been given a disability separation to a position in the classification the employee held at the time of separation. If the classification employee held at the time of separation no longer exists or no longer is utilized by the Employer, the employee shall be placed in a similar classification. If no similar classification exists the employee may be laid off.

An employee receiving disability leave benefits unable to return to work at the time his or her disability benefits are exhausted shall retain the right to a reinstatement to a position for a period of up to three years from the time the employee became eligible to receive disability leave benefits.

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 years from the time the employee began a leave of absence without pay.

Section 35.14 Request for Reinstatement

Any request for reinstatement following a disability separation must not be later than eighteen months 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.

Section 35.15 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.

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.

Section 35.16 Failure to be Reinstated

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

Section 35.17 Early Reinstatement

An employee who applies for reinstatement and is found unfit for early reinstatement from a disability separation shall remain eligible for reinstatement at the completion of the appropriate three (3) year period.

Section 35.18 Notice of Return Date

The Employer shall notify the employee of the required procedures for proper reinstatements at the time the disability separation is given.

Section 35.19 Abuse of Disability Separation

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

Section 35.20 Disability Retirement

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

Section 35.21 Probationary Period of an Employee Receiving Disability Leave Benefits

The period during which an employee receives disability leave benefits shall not be counted toward his or her original or promotional probationary period.

Section 35.22 Civil Service Examination

A provisional employee who is on a disability leave of absence shall not be certified against from an eligible list prepared from any civil service examination for his classification which he was unable to take as a result of his disability. Such employees shall continue to serve, provisionally, until they have returned to active work status and have had an opportunity to take the appropriate civil service examination.

The period of time a provisional employee is receiving disability leave benefits shall not be counted towards the two (2) year period for automatic certification.

Section 35.23 Disability Leave Benefits after Disability Separation

Any employee is given a disability separation under the provisions of Section 12, and who is eligible to receive disability leave benefits under the provisions of this Article may apply for disability leave benefits within 30 calendar days after the date the employee is given a disability separation if that employee has not previously applied for disability leave benefits.

Section 35.24 Adoption/Childbirth Leave

It is understood and agreed that the Employer will extend to those employees in Unit 48 the Office Policy regarding Paid Adoption/Childbirth Leave, as is provided to the non-bargaining unit employees of the Employer. The parties agree and understand that the Employer will administer this plan through the Human Resources Department and all employees covered by the plan will be subject to all changes made by the Employer. Employees of Unit 48 will be provided notice the same as other covered employees and the parties agree that changes may be made at the discretion of the Employer.

Section 35.25 State Law

Where this Article specifically addresses a provision of the disability leave provisions, it shall supersede the provisions of Ohio Administrative Code Chapter 123:1-33.

ARTICLE 36

HEALTH AND LIFE INSURANCE

Section 36.1 Health Insurance

The Employer shall provide the same comprehensive health care insurance program as is provided for in the collective bargaining agreement between the State of Ohio and

OCSEA, including the same level of benefits and costs to employees set forth in that agreement.

Section 36.2 Life Insurance

The Employer will provide group life insurance coverage at no cost for all employees after 1 year of continuous service with the Employer. The amount of insurance provided for each full time employee shall be equal to the employee's annual salary, rounded upward to the next higher thousand. The amount of insurance for part-time employees shall be equal to their base rate times 1040 hours. The coverage shall be double this amount in the event that an employee is killed in the line of duty. The amount of insurance provided to employees sixty-five (65) years of age but under seventy (70) years of age shall be reduced to sixty-five percent (65%). For employees age seventy (70) and over, the amount of insurance provided shall be reduced to fifty percent (50%).

In the event an employee terminates from state service, or is on an unpaid leave of absence, or reaches age 70, the employee may convert his or her life insurance to a private policy by paying the premium rate within the 30-day conversion privilege date.

In the event an employee goes on an extended medical disability, or is receiving workers' compensation benefits, the Employer 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 3 years.

Section 36.3 State Law

Section 2 of this Article shall supersede the provisions of Ohio Revised Code Section 124:81 relating to life insurance.

Section 36.4 Optional Life Insurance

The Employer shall make available to employees the optional term life insurance program offered by the Department of Administrative Services. The terms, conditions and enrollment periods for this program are controlled by the Department of Administrative Services. The cost will be paid by the employee on a payroll deduction basis.

Section 36.5 Dental and Vision Care Benefits

The Employer shall provide all dental and vision benefits to the extent and in the manner as is provided for in the collective bargaining agreement between the State of Ohio and OCSEA.

Section 36.6 Dependent Care Spending Account Program

The Employer shall adopt a dependent care spending account program allowing employees to deposit pre-tax income into a dependent care account provided that the State of Ohio under the direction of OCB/DAS establishes such a plan. The terms, conditions and enrollment periods for this program are determined by DAS.

ARTICLE 37

MEDICAL EXAMINATIONS

Section 37.1 General Provision

The Employer may require that an employee submit to a medical, psychiatric or psychological examination in order to determine the employee's capability to perform the substantial and material duties of the employee's position; or to perform the duties of a position for which the employee is reasonably suited to perform based on the employee's education, training or experience. The examination shall be conducted by a physician designated by the Employer. The Employer shall supply the examining physician with facts relating to the perceived disabling illness, injury, or condition. Additional

information may include: physical and mental requirements of the employee's position, duty statements, job classification specifications, and position descriptions. The cost of the medical examination shall be paid by the Employer.

Section 37.2 Hazardous Material or Contagious Diseases

Any employee who, while performing his or her job responsibilities, is exposed to a chemical spill, radioactive material, hazardous industrial material or a contagious disease, and who has reason to believe that such exposure may be harmful to his or her health, shall be examined by an emergency room physician upon request. The examination must be conducted as soon as practicable after the exposure and with the approval of the employee's supervisor. Approval will not be unreasonably withheld. The Employer will pay for the medical examination to the extent such examination is not covered by health insurance or the Bureau of Workers' Compensation. The presence of or exposure to a chemical spill, radioactive material, hazardous industrial material or a contagious disease shall be reported to the Employer immediately.

Section 37.3 Hepatitis "B" Vaccine

The Employer will provide hepatitis "B" vaccine to any employee requesting the vaccine.

Section 37.4 Employee Elimination DNA Database Elimination Database

The elimination database contains the DNA profiles of individuals who come into contact with evidence or laboratory facilities and therefore have the potential to transfer their DNA to the evidence.

Participants

Categories of employees whose participation in the database is required will be determined by the BCI Superintendent.

Sample Selection and Reporting

All employees shall provide a sample. Employees will be identified by name.

Confidentiality, Sample Collection, and Authorization

The DNA sample is collected by Laboratory management by rubbing a sterile cotton swab and/or Bode buccal collector along the inner mouth area including the inside of the cheeks and gums.

After the sample has been collected, the swab and/or Bode buccal collector is then placed in the envelope and secured with a seal. A form will be signed by the employee indicating their sample was obtained and the date of collection.

Samples may be transported by a laboratory employee or by a carrier and delivered directly to the CODIS Technical Leader (TL). The CODIS TL will be notified by HR of all new employees, interns, externs, or managers assigned to the various laboratories.

The office of the Laboratory Director will transmit the samples for analysis.

Sample Analysis

The DNA is extracted from the swab/collector and a profile developed using the standard procedure. In the case of methods not used at BCI but obtained via outsourcing, portions of the DNA sample may be sent to a vendor lab for testing as needed. Analysis will be restricted to methods that develop a DNA profile used for non-coding human identification marker analysis.

Sample Storage

The employee samples will be stored in a restricted location within the London laboratory with access limited by the Laboratory Director.

Profile Searching.

The coded DNA profiles will be maintained in local BCI data files at each DNA lab

site to facilitate automated or non-automated routine searching. The profiles will not be uploaded to the National or State DNA Index Systems (NDIS and SDIS).

Elimination Database Match Procedure

Reporting standards for the threshold required for a match for employees will be standard throughout the BCI laboratories. The local CODIS administrator in consultation with the State CODIS administrator will be responsible for determining possible employee inclusions. The case work DNA TL must also be notified of all employee inclusions for follow-up to possible contamination events.

In the event that a casework DNA profile is found to match a sample from the elimination database, report language similar to the following will be used:

The DNA profile from the blood stain was found to be consistent with a BCI employee. The profile from the blood stain was found to be consistent with an employee of the [submitting agency].

The DNA profile from the bloodstain was found to be a mixture consistent with contributions from a BCI employee and is therefore inconclusive.

Follow-Up Procedure after Contamination Event

Methods for determining the source of the contamination will continue to be the methods in use at the time of the signing of this agreement. Contaminating evidentiary material is not a cause for discipline. However, failure to follow established precautions to prevent further contamination events may be a cause for disciplinary action if employees have been uniformly trained by the employer in contamination prevention methods.

Duration of Database Entries

Due to the ongoing nature of many investigations, it is not unusual for evidence many years old to be analyzed. Therefore, an individual's profile will not be removed from the database at the termination of their employment.

Section 37.5 State Law

This Article shall supersede the provisions of Ohio Administrative Code 123:1-33-04 relating to medical examination.

ARTICLE 38 STEP MOVEMENT

Section 38.1 General Provision

During the periods from January 1, 2005, through December 31, 2006 and January 1, 2011 through December 31, 2012, there shall be no step movements, including probationary steps, as well as any step movement provided for in other provisions of this Agreement. Step movement after December 31, 2012, is subject to the provisions of the Agreement between the parties. No retroactive movement shall occur for the two periods that have been skipped as set forth above. Newly hired employees will move to the next step in their pay range after completion of one year of continuous service, except during the two periods set forth above. In periods other than the two set forth above, subsequent step movement shall occur on an annual basis, subject to the requirements set forth in Article 2 and Article 45.

Section 38.2 Promotion

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

**ARTICLE 39
LONGEVITY PAY**

Section 39.1 General Provision

Beginning on the first day of the pay period within which an employee completes five years of total state service, each employee will receive an automatic salary adjustment which shall be a percentage of the employee's schedule rate of pay. The longevity pay percentage shall be one half of one percent (1/2%) for each year of service, excluding any service time earned between January 1, 2005, and December 31, 2006. This amount will be added to the schedule rate of pay. A maximum accumulation of ten percent (10%) shall be applicable after 20 years.

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

Only service with the Employer will be counted for the purposes of computing longevity for new employees in the bargaining unit. No change in the method of computing this service credit will be made for employees in this bargaining unit on the date of ratification.

This Article shall supersede Ohio Administrative Rule Section 123:1-37-03.

**ARTICLE 40
DAMAGED PROPERTY**

Section 40.1 General Provision

If an employee's personal property is damaged or destroyed in the course of an employee's performance of official duties, the Employer will compensate the employee for the property, repair the property, or replace the property subject to the limitations and procedures set forth in this Article. The employee must file a written report of the incident with the Employer immediately after the destruction or damage. The report shall contain a description of the property, an explanation of how the property was destroyed or damaged, and an estimated cost of repair or replacement. Where practicable, the property should be available for inspection. Eligibility for repair, replacement or compensation and the amount thereof shall be determined by the Employer and this determination is not subject to arbitration.

Section 40.2 Limitations

This Article applies only to clothing and other personal property reasonably necessary for the performance of an employee's official duties. It does not apply to radios and other entertainment systems, automobiles, jewelry, and normal wear and tear of clothing. No compensation shall be paid for clothing or personal property worn or used by an employee which is not appropriate for the activities involved in the performance of the employee's official duties. No compensation shall be paid if the Employer made available appropriate protective clothing or equipment which would have prevented the damage and if the employee neglected to use such clothing or equipment. No more than \$100.00 shall be paid in compensation for damaged wrist watch. Compensation for damaged prescription eyeglasses may be paid up to \$200.00, but only to the extent that replacement of the glasses is not covered by the Employer's Optical Insurance Plan or workers' compensation.

**ARTICLE 41
TRAVEL**

Section 41.1 Cash Advance

Employees who have had their travel plan approved by their supervisor shall first attempt to use direct billing for hotels. If no direct bill hotel is available, the employee's travel expenses shall be paid in accordance with Ohio Administrative Code Rule 126-1-02.

**ARTICLE 42
LEAVE FOR DISASTER RELIEF SERVICES**

A member of the bargaining unit may be granted leave at Management's sole discretion from work with pay for no more than 30 work days in each year to participate in disaster relief services when requested by a local, State or Federal government entity. A member of the bargaining unit granted leave shall be compensated at his or her base rate of pay for those regular work hours during which the member is absent from work.

**ARTICLE 43
MILITARY LEAVE**

All employees shall be granted military leave in accordance with the provisions of the Ohio Revised Code.

**ARTICLE 44
INDEMNIFICATION OF EMPLOYEES**

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

The Employer agrees to remit to the Labor Council an amount to be applied to the payment of a premium by the Labor Council for an insurance policy which provides a defense attorney to represent employees when they are charged with criminal acts that result from events occurring while employees are acting in an official capacity. The maximum amount payable during the term of the Agreement shall be \$4.00 per employee per month.

**ARTICLE 45
WAGES**

Section 45.1 Schedule of Pay Adjustment

Effective with the pay period which includes July 1, 2021, the pay schedules shall be increased by three percent (3%). Effective with the pay period which includes July 1, 2022, the pay schedules shall be increased by three percent (3%). Effective with the pay period which includes July 1, 2023, the pay schedules shall be increased by three percent (3%).

Section 45.2 Professional Incidentals Allowance

The Employer shall pay to each employee in the bargaining unit an annual professional incidentals allowance in the amount of \$300 in the pay period that includes the first of October in the years 2021, 2022, and 2023.

ARTICLE 46
NO STRIKE/NO LOCKOUT

Section 46.1 No Strike

During the term of this Agreement the Labor Council, its officers, representatives, and employees shall not participate in or support a concerted action in failing to report to duty, or engage in willful absence from one's position, a stoppage of work, a slowdown or abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment for the purpose of inducing, influencing, or coercing a change in wages, hours, terms and other conditions of employment.

Section 46.2 No Lockout

During the term of this Agreement, the Employer, its officials, and its supervisors shall not threaten or cause a "lockout" of employees.

ARTICLE 47
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, 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, subject to ratification by the Labor Council and the General Assembly.

Should any provisions of this Agreement be in conflict with any State law, administrative rule or directive in effect at time of the signing of this contract, the provisions of this Agreement will prevail.

ARTICLE 48
EFFECT OF AGREEMENT

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

Unless altered by mutual consent of the Employer and Labor Council, 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 throughout the life of this Agreement.

ARTICLE 49
COPIES OF THE AGREEMENT

The Employer shall make available to all members of the bargaining unit and all future members hired into the bargaining unit during the term of the Agreement a copy of the Agreement.

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

ARTICLE 50
DURATION

Section 50.1 Effective Date

The effective date of this Agreement shall be July 1, 2021. This Agreement shall remain in full force and effect through June 30, 2024.

Section 50.2 Execution

The parties have caused this Agreement to be executed as indicated by the signatures below.

**APPENDIX A
BU 48 PAY RATES**

Rates effective July 1, 2021

| Range | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|-----------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| 8 | \$19.84 | \$20.71 | \$21.66 | \$22.57 | \$23.55 | | | | | |
| | \$41,267.20 | \$43,076.80 | \$45,052.80 | \$46,945.60 | \$48,984.00 | | | | | |
| | | | | | | | | | | |
| 9 | \$21.19 | \$22.25 | \$23.43 | \$24.56 | \$25.78 | \$27.08 | \$27.63 | | | |
| | \$44,075.20 | \$46,280.00 | \$48,734.40 | \$51,084.80 | \$53,622.40 | \$56,326.40 | \$57,470.40 | | | |
| | | | | | | | | | | |
| 10 | \$22.82 | \$24.06 | \$25.39 | \$26.83 | \$28.28 | | | | | |
| | \$47,465.60 | \$50,044.80 | \$52,811.20 | \$55,806.40 | \$58,822.40 | | | | | |
| | | | | | | | | | | |
| 11 | \$24.85 | \$26.32 | \$27.86 | \$29.42 | \$31.10 | \$32.78 | \$34.38 | \$36.34 | | |
| | \$51,688.00 | \$54,745.60 | \$57,948.80 | \$61,193.60 | \$64,688.00 | \$68,182.40 | \$71,510.40 | \$75,587.20 | | |
| | | | | | | | | | | |
| 12 | \$27.43 | \$28.96 | \$30.54 | \$32.20 | \$34.02 | \$35.89 | \$37.81 | \$39.75 | \$41.78 | \$44.13 |
| | \$57,054.40 | \$60,236.80 | \$63,523.20 | \$66,976.00 | \$70,761.60 | \$74,651.20 | \$78,644.80 | \$82,680.00 | \$86,902.40 | \$91,790.40 |

Rates effective July 1, 2022

| Range | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|-----------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| 8 | \$20.44 | \$21.33 | \$22.31 | \$23.25 | \$24.26 | | | | | |
| | \$42,515.20 | \$44,366.40 | \$46,404.80 | \$48,360.00 | \$50,460.80 | | | | | |
| | | | | | | | | | | |
| 9 | \$21.83 | \$22.92 | \$24.13 | \$25.30 | \$26.55 | \$27.89 | \$28.46 | | | |
| | \$45,406.40 | \$47,673.60 | \$50,190.40 | \$52,624.00 | \$55,224.00 | \$58,011.20 | \$59,196.80 | | | |
| | | | | | | | | | | |
| 10 | \$23.50 | \$24.78 | \$26.15 | \$27.63 | \$29.13 | | | | | |
| | \$48,880.00 | \$51,542.40 | \$54,392.00 | \$57,470.40 | \$60,590.40 | | | | | |
| | | | | | | | | | | |
| 11 | \$25.60 | \$27.11 | \$28.70 | \$30.30 | \$32.03 | \$33.76 | \$35.41 | \$37.43 | | |
| | \$53,248.00 | \$56,388.80 | \$59,696.00 | \$63,024.00 | \$66,622.40 | \$70,220.80 | \$73,652.80 | \$77,854.40 | | |
| | | | | | | | | | | |
| 12 | \$28.25 | \$29.83 | \$31.46 | \$33.17 | \$35.04 | \$36.97 | \$38.94 | \$40.94 | \$43.03 | \$45.45 |
| | \$58,760.00 | \$62,046.40 | \$65,436.80 | \$68,993.60 | \$72,883.20 | \$76,897.60 | \$80,995.20 | \$85,155.20 | \$89,502.40 | \$94,536.00 |

Rates effective July 1, 2023

| Range | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|----------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| 8 | \$21.05 | \$21.97 | \$22.98 | \$23.95 | \$24.99 | | | | | |
| | \$43,784.00 | \$45,697.60 | \$47,798.40 | \$49,816.00 | \$51,979.20 | | | | | |
| | | | | | | | | | | |
| 9 | \$22.48 | \$23.61 | \$24.85 | \$26.06 | \$27.35 | \$28.73 | \$29.31 | | | |
| | \$46,758.40 | \$49,108.80 | \$51,688.00 | \$54,204.80 | \$56,888.00 | \$59,758.40 | \$60,964.80 | | | |
| | | | | | | | | | | |
| 10 | \$24.21 | \$25.52 | \$26.93 | \$28.46 | \$30.00 | | | | | |
| | \$50,356.80 | \$53,081.60 | \$56,014.40 | \$59,196.80 | \$62,400.00 | | | | | |
| | | | | | | | | | | |
| 11 | \$26.37 | \$27.92 | \$29.56 | \$31.21 | \$32.99 | \$34.77 | \$36.47 | \$38.55 | | |
| | \$54,849.60 | \$58,073.60 | \$61,484.80 | \$64,916.80 | \$68,619.20 | \$72,321.60 | \$75,857.60 | \$80,184.00 | | |
| | | | | | | | | | | |
| \$12.00 | \$29.10 | \$30.72 | \$32.40 | \$34.17 | \$36.09 | \$38.08 | \$40.11 | \$42.17 | \$44.32 | \$46.81 |
| | \$60,528.00 | \$63,897.60 | \$67,392.00 | \$71,073.60 | \$75,067.20 | \$79,206.40 | \$83,428.80 | \$87,713.60 | \$92,185.60 | \$97,364.80 |

FOR TOP/OLC UNIT 48

Brenda Gohben

BRENDA GOHBen
FOP, Ohio Labor Council

Andrew S. Chappell

ANDREW CHAPPELL
Forensic Scientist

Katherine Dailey

KATHERINE DAILEY
Forensic Scientist

Julie Cox

JULIE COX
Forensic Scientist

David Stewart

DAVID STEWART
Fingerprint Examiner

FOR THE OHIO ATTORNEY GENERAL

David Yost

DAVID YOST
Attorney General

Meredith Rockwell

MEREDITH ROCKWELL
Chief of Human Resources and Labor Counsel

Stacy Garber

STACY GARBBER
Deputy Director of Human Resources

Heinz von Eckartsberg

HEINZ VON ECKARTSBERG
BCI, Assistant Superintendent

Karen Kwek

KAREN KWEK
BCI, Laboratory Director

Jay Easterling

JAY EASTERLING
Chief Financial Officer