

Agreement between  
the State of Ohio and the Fraternal Order of Police  
regarding accretion of classifications  
into Bargaining Unit 2

Pursuant to SERB Case No. 12-REP-09-0098, the Gaming Enforcement Agent (26141) and Gaming Enforcement Investigator (26142) have been accreted into Bargaining Unit 2. Employees in these two classifications are covered by the terms of the collective bargaining agreement in effect from July 1, 2012 through June 30, 2015, except as modified herein.

**Article 34, Seniority**

Employees who transfer from the Ohio Attorney General's Office, Bureau of Criminal Investigations (BCI) will be credited with their time spent working in the Horseshoe Cleveland and Hollywood Toledo Casinos in the capacity of gaming enforcement agent or investigator in the form of seniority credits. At the time the employee transfers, a calculation will be done and a one-time credit will be entered into OAKS. This credit will apply to both bargaining unit and classification seniority.

**Section 31.03, Probationary Period**

New hires will serve a one-year probationary period pursuant to the collective bargaining agreement. Any employee who transfers from BCI during his/her probationary period will serve a nine (9) month probationary period from the date of hire with BCI.

Employees who promote (under the terms of this MOU or the collective bargaining agreement) to a Gaming Enforcement Investigator position will serve a 6 month promotional probationary period.

**Article 55, Wages**

Employees who transfer from BCI to the Casino Control Commission as Gaming Enforcement Agents shall be placed in the following pay range ("hybrid pay range"):

Step 1	Step 2	Step 3	Step 4	Step 5
\$25.60	\$26.79	\$27.95	\$29.29	\$30.74
\$53,248.00	\$55,390.40	\$58,136.00	\$60,923.20	\$63,939.20

Employees in the hybrid pay range will have the longevity calculation based off of Step 1 of the hybrid pay range. Employees will be placed in the step that is equal to their compensation at the time of transfer or provides the least amount of increase. Those employees still on their initial probationary period at BCI at the time of transfer will be placed in Step 1 of the hybrid pay range. This will be considered their probationary increase and such employees will be eligible to advance to Step 2 after one year from the time of transfer. The only employees eligible to be placed in this pay range are those employees listed in Attachment A to this agreement, provided that the transfer occurs prior to March 31, 2014, and the employee transfers directly from BCI to the Casino Control Commission.

*[Handwritten signature]*  
*[Handwritten initials KR]*

Employees who transfer into, promote into, or are newly hired into the Gaming Enforcement Agent classification will be placed in Pay Range 11, except for those employees who qualify to be placed into the hybrid pay range as described above.

Employees who transfer from BCI to the Casino Control Commission as Gaming Enforcement Investigators will be processed as a promotion under the collective bargaining agreement. Any Gaming Enforcement Agent who is in the hybrid pay range and takes a position as a Gaming Enforcement Investigator will also be processed as a promotion under the collective bargaining agreement. This provision only applies to the employees listed in Attachment A to this agreement, provided that the employee transfers directly from BCI to the Casino Control Commission or directly from a Gaming Enforcement Agent position in the hybrid pay range to a Gaming Enforcement Investigator position.

Employees who transfer into, promote into, or are newly hired into the Gaming Enforcement Investigator classification will be placed in Pay Range 12.

**Appendix E, Section 7, Safety Sensitive Positions**

The classifications of Gaming Enforcement Agent (26141) and the Gaming Enforcement Investigator (26142) will be considered safety sensitive positions. Employees in these classifications shall be subject to random drug testing as described in Appendix E.

This agreement constitutes the complete understanding of the parties and merges and supersedes all other discussions, agreements, and understandings, either oral or written between the parties with respect to the subject matter thereof. This agreement supersedes any conflicting language in the collective bargaining agreement. This agreement may be used by either party to enforce its provisions and will not be used in any unrelated hearing, grievance, arbitration or negotiation. Any modifications to the agreement must be in writing and signed by the parties.

This agreement shall terminate upon the expiration of the 2012-2015 Collective Bargaining Agreement between the FOP and the State of Ohio. The parties may mutually agree to extend the agreement.

For the State of Ohio

For the Fraternal Order of Police, OLC, Unit 2

Michael P. Duco (KR)  
Michael P. Duco

Brenda Goheen  
Brenda Goheen

10/18/12  
Date

Oct 18, 12  
Date

Attachment A

The following is a list of employees employed at BCI performing functions for the Casino Control Commission as of the date of this agreement. Only the employees included on this list will be eligible to be placed into the hybrid pay range in accordance with this agreement.

Doug St. Clair  
Andrew Webb  
John Butterworth  
Ryan Emahiser  
Scott Koch  
Bradley Doolittle  
Tessa Miller  
Ryan Scheiderer  
Kenneth Rittenour  
Gary Fossaceca  
Jonathan Lieber  
Brenda Golec  
William Moskal  
Jared Prill  
Shawn Rowley  
Stacey Fifer  
John Tingley  
Mathew Collins  
Corey Momchilov  
Ryan Zempter



KR

STATE OF OHIO  
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF :

FRATERNAL ORDER OF POLICE,  
OHIO LABOR COUNCIL, INC.,  
EMPLOYEE ORGANIZATION,  
and,

STATE OF OHIO,  
OFFICE OF COLLECTIVE BARGAINING,  
EMPLOYER.

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CASE NO.(S): 12-MED-03-0241  
(State Unit 2)

FILING OF MEMORANDUM OF UNDERSTANDING  
TO THE COLLECTIVE BARGAINING AGREEMENT  
(Addendum)

Pursuant to Board Rule 4117-09-07, the F.O.P. Ohio Labor Council Inc. hereby files a copy of an Addendum to the Collective Bargaining Agreement executed between the parties in the above captioned case(s). (See attached).

Respectfully Submitted,



Tara M. Crawford  
Paralegal  
F.O.P., O.L.C.I.  
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Columbus, Ohio 43215  
614-224-5700

cc: Mr. Michael Duco  
[michael.p.duco@das.state.oh.us](mailto:michael.p.duco@das.state.oh.us)