



**Collective
Bargaining Agreement
2012 — 2015**

12-MED-04-0442
0775-01
K29544
02/22/2013

Between



**Mike DeWine
Attorney General**

And



**Fraternal Order of Police,
Ohio Labor Council, Inc.
Unit 46**

<u>Art.</u>	<u>Title</u>	
	Preamble	4
1	Definitions.....	4
2	Recognition.....	6
3	Grammar	6
4	Non-Discrimination	6
5	F.O.P. Time.....	7
6	Ballot Boxes And Elections.....	8
7	Bulletin Boards	9
8	Inter-Office Mailing System.....	9
9	Dues Deduction.....	9
10	Management Rights	10
11	Labor-Management Committee.....	10
12	Safety And Health.....	11
13	Employee Assistance Program	13
14	Reporting On Duty Illness Or Injury	13
15	Work Rules	14
16	Hours of Work, Work Schedules & Overtime.....	14
17	Equipment.....	17
18	Lost or Damaged Personal Property	18
19	Career Development and Training.....	18
20	Travel	20
21	Personnel Files.....	21
22	Standards of Performance	22
23	Internal Investigations.....	22
24	Discipline	26
25	Grievance Procedure.....	27
26	Seniority and Service.....	31
27	Vacancies, Probations, Promotions and Transfers.....	32
28	Temporary Working Level	33
29	Job Titles and Classifications	34
30	Reduction in Force.....	34
31	Holidays.....	35
32	Personal Leave.....	36

Bargaining Agreement Between AGO and FOP/OLC 2012-2015

33	Vacation.....	38
34	Sick Leave.....	40
35	Occupational Injury Leave.....	42
36	Court Leave.....	43
37	Funeral Leave.....	44
38	Leaves of Absence without Pay	44
39	Leave for Disaster Relief Services.....	45
40	Military Leave.....	46
41	Olympic Competition Leave.....	46
42	Disability Leave	46
43	Health and Life Insurance.....	53
44	Medical Examinations	54
45	Wages.....	57
46	Pay Supplements.....	58
47	Longevity Pay	58
48	Proration of Leave Balances	58
49	Payment of Personal Earnings Of A Deceased Member	58
50	Indemnification of Employees.....	59
51	No Strike/No Lockout.....	59
52	Conflict and Amendment.....	59
53	Effect of Agreement.....	60
54	Copies of the Agreement	60
55	Duration	60
	Wage Rate Appendix.....	61
	Appendix A	62

PREAMBLE

This Agreement is made and entered into at Columbus, Ohio, this November 27, 2012, pursuant to the provisions of Chapter 4117 of the Ohio Revised Code by and between Mike DeWine, Attorney General of the State of Ohio, hereinafter referred to as the "Employer" and the Fraternal Order of Police, Ohio Labor Council, Inc., (FOP/OLC) hereinafter referred to as the "Labor Council", or "Employee Organization".

It is understood that Lodges of the Fraternal Order of Police are constituent groups 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. 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 purposes 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 serve the citizens of the State in carrying out the unique functions of the Office of the Attorney General and will use 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.

"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 Employees" 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 Representatives” means a person employed or retained by the Labor Council.

“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, and disability separation.

“Part-time Employee” means an employee whose regular hours of duty are less than 40 hours-per 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 time 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 or she may be terminated (in case of original appointment) or reduced (in case of promotion).

“Promotion” is the movement of an employee from one position to a vacant position, which is assigned to a different classification and higher pay range.

“Reassignment” is a geographical movement of an employee. The employee does not change classification.

“Transfer” the movement of an employee from one classification to another classification that is assigned to the same pay range.

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

“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 Rate of Pay” means the rate of pay established in Article 45, plus all applicable pay supplements, and not including shift differential.

“Total Service” means continuous service with the Employer.

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

“Year” means calendar year.

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

**ARTICLE 2
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:

<u>Class #</u>	<u>CLASSIFICATION TITLE</u>
26130	BCI Investigator
26131	BCI Special Agent
26141	Medicaid Special Agent
26144	Special Agent 4
26231	Medicaid Fraud Intake Officer
63621	Law Enforcement Training Officer
64721	Certification Officer
63611	Peace Officer Training Compliance Officer
64650	Trainer
26391	Environmental Background Investigator

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.

Supervisors may not be assigned to perform bargaining unit work for the sole purpose of eroding the bargaining unit but may be assigned such duties for reasons of emergency or operational requirements. Should supervisors be needed to perform bargaining unit work as a result of operational requirements, such work shall only be performed by supervisors after first being offered to bargaining unit members available and qualified for such work where feasible.

**ARTICLE 3
GRAMMAR**

Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular. Words, whether in the masculine, feminine, or neutral genders, shall be construed to include all of those genders.

**ARTICLE 4
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, creed, 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 or under this collective bargaining

agreement. The Labor Council agrees not to restrain or coerce employees in the exercise of the rights guaranteed in Chapter 4117 or under this collective bargaining agreement.

ARTICLE 5 F.O.P. TIME

Section 5.1 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.

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 total rate of pay and shall receive all 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 25 and in 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 (2) days of training for each Associate per year, one day of training per 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. In order to minimize travel time, Associates may use available telephones at Employer facilities to perform their duties under this Article.

Prior to engaging in any authorized activity, the Associates shall contact the appropriate supervisor. If an Associate needs to conduct such authorized activity in a work area other than that of the Associate, the Associate shall also contact the supervisor of the work area the Associate wishes to enter. Associates and supervisors contacted pursuant to this provision shall mutually agree in advance to the time and place for authorized Labor Council activities. A supervisor may deny a request to conduct such 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 and with prior approval of the complaining employee's supervisor.

Associates shall be subject to the same rules and working conditions as other employees.

Section 5.2 Designated Meeting Areas

Off duty employees shall be permitted to conduct F.O.P. Lodge Meetings and 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 5.3 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.

Labor Council representatives or Associates shall have reasonable visitation privileges to facilities controlled by the Employer for purposes of administering this Agreement provided that this 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 Section Chief which they wish to enter.

Section 5.4 Labor Council Delegate and Officer Leave

A bank of 300 hours of unpaid time off each year will be made available to Labor Council Delegates and Officers for Labor Council or F.O.P. Lodge business at the discretion of the Labor Council. This unpaid leave may be used in conjunction with paid time such as compensatory time, personal leave, and holiday compensatory time at the option of the specific delegate or officer. A request for leave shall be submitted in writing by the employee to the appropriate Section Chief twenty-one (21) days prior to the beginning of the proposed leave. If the request is submitted less than twenty-one (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 5.5 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. Paid administrative leave shall be limited to eight hours for each day of negotiations.

ARTICLE 6

BALLOT BOXES AND ELECTIONS

The Labor Council and affiliated F.O.P. Lodge 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 members' ballots on all Labor Council or Lodge issues subjected to ballots. Such boxes shall be the property of the Labor Council and neither the ballot boxes nor the ballots shall be subjected 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 7
BULLETIN BOARDS

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

ARTICLE 8
INTER-OFFICE MAILING SYSTEM

The Labor Council shall be allowed to use the existing inter-office mail or e-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 sanctioned by the Labor Council in accordance with prescribed policies of the Employer. The Employer shall be held harmless for the deliveries stemming from such use.

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.

ARTICLE 9
DUES DEDUCTION

Section 9.1 Dues Deduction.

The Employer will deduct from employees' 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 No. 177) all Lodge dues uniformly required. The Lodge will notify the Employer annually of the dues it charges and its current membership and will update this information as needed.

Section 9.2 Fair Share Fee

All current employees and all employees hired after the effective date of this Agreement who have served 60 days shall, as a condition of continuing employment, either submit a voluntary membership dues deduction form to the Employer or tender to the Labor Council a representation service fee in an amount not to exceed regular dues uniformly assessed against all members of the Labor Council, representing only the employee's proportionate share of the Labor Council's costs for services in negotiating and administering this Agreement, but not including any fees, charges or assessments for political contributions. The fair share fee shall be deducted from employees' pay on the same basis as Labor Council dues.

When an employee enters the bargaining unit, the Employer shall notify the employee of this Article and provide the employee the appropriate deduction cards. All new employees shall have the appropriate deductions begin after they acquire 60 days of service. The Labor Council shall provide an internal rebate procedure in accordance with

Section 4117.09(C) of the Ohio Revised Code. Nothing in this Agreement shall be construed to require any employee to become a member of the Labor Council or any Lodge of the Fraternal Order of Police.

Section 9.3 Indemnification

The Labor Council shall indemnify the Employer against any and all expenses, claims, lawsuits or forms of liability whatsoever that shall 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 and fair share fees 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 10

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) establish and revise work rules and rules of conduct; (g) determine job duties and classifications; (h) determine hours of work and work schedules; (i) determine standards of quality and performance; and (j) determine the size and composition of the work force.

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 abridged 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.

ARTICLE 11

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. Neither party has an obligation to act upon the issues raised.

The Labor Council may appoint five members to the Committee. At least one Labor Council member of the Committee shall be from Medicaid Fraud and at least one Labor Council member of the Committee shall be from OPOTA and one shall be from EBIU or Environmental Enforcement. The Committees may appoint such sub-committees as are necessary.

Sub-committees and the full Committee shall meet as necessary, but at least semi-annually. Each party will submit a proposed agenda five (5) calendar days prior to any meeting.

Employee members will be paid their total rate of pay when participating in meetings of the Committee or appropriate sub-committee, and their schedules will be adjusted to accommodate the meetings.

The location of meetings of the full committee and sub-committees shall alternate between the Employer's office in Columbus and the Ohio Peace Officers' Training Academy.

ARTICLE 12 SAFETY AND HEALTH

Section 12.1 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 health and 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 health and safety laws, rules and regulations, and Employer health and safety rules and regulations.

Section 12.2 Safety Reporting

All employees shall promptly report 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 condition 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 (5) days or less reasons why the problem cannot be abated in an expeditious manner.

Section 12.3 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 12.4 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 12.5 Unsafe Practices

Employees shall not be disciplined for failure or refusal to engage in unsafe practices in violation of applicable federal, state, local or departmental safety laws or regulations. In the event that a disagreement arises between 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 ordinarily not be resumed unless the next appropriate supervisor deems the directive safe. An employee's good faith belief that a directive placed him/her in imminent and unreasonable danger shall be considered by the Employer prior to a decision to impose discipline for refusal to follow the directive and will be considered as one defense against disciplinary action.

Section 12.6 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 these 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 12.7 Safety Training

Each Medicaid Special Agent shall be provided a training course in defensive techniques to be offered through the OPOTA. The course shall include those elements of the defensive tactics course, the "ASP" baton course, and the Oleoresin Capsicum course, which would enhance the on-the-job safety of the Medicaid Special Agents. For those Medicaid Fraud Special Agents who choose to carry a firearm, the Employer shall provide a firearm and firearms training pursuant to availability of such course through OPOTA. The timing of such training course and any refresher courses shall be subject to availability of the course and the Employer's operational needs.

Once a Special Agent has successfully completed the training course, the Employer shall furnish the Special Agent with an "ASP" baton and Oleoresin Capsicum spray which he or she shall carry while on duty.

Section 12.8 Committee Responsibility

The Labor-Management Committee's responsibility will be to provide recommendations for a safe and healthful workplace by recognizing hazards, recommending abatement of hazards, and conducting educational programs. The Committee shall:

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

ARTICLE 13

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 (EAP) and to work jointly to promote this program. Each Labor Council Associate may attend an EAP training program during regular working hours.

Records relating to an employee's participation in the EAP shall not be maintained in an employee's personnel file. The Employer shall not direct an employee to participate in the EAP 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 EAP program.

ARTICLE 14

REPORTING ON DUTY ILLNESS OR INJURY

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 Section and shall also give a copy to the employee.

If an employee is injured on the job at a facility controlled by the Employer, the Employer, as soon as practical after having knowledge of the injury, will, if necessary, 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 total rate for the balance of their shift on the day in which the illness or injury occurs. If an employee is not able to perform the substantial and material duties of his or her position after sustaining a work related illness or injury, the employee will be placed on the appropriate leave effective with the next shift in which the employee is scheduled to work.

ARTICLE 15 WORK RULES

Section 15.1 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 15.2 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 each employee. A copy of all proposed changes to or new work rules affecting any employee shall be posted on all applicable bulletin boards. To the extent possible, copies of proposed changes to or new work rules shall be provided to members of the appropriate Labor-Management Sub-committee 30 days in advance of their implementation. In the event that the Labor Council wishes to present to the Employer its views on the proposed changes to or new work rules, the appropriate sub-committee shall meet for this purpose prior to the implementation date of the rule. Work rules can be changed and new work rules can be implemented without consent or approval of the Labor Council.

Section 15.3 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 provisions of this Agreement shall prevail.

ARTICLE 16 HOURS OF WORK, WORK SCHEDULES & OVERTIME

Section 16.1 Work Week and Work Day

The normal workweek for all full-time permanent employees shall consist of 40 hours exclusive of the time allotted for meal periods. The workweek shall begin at 12:01 a.m. Sunday, and end at 12:00 midnight, Saturday. Employees who ordinarily report to an office or facility controlled by the Employer shall normally be scheduled for five (5) consecutive eight (8) hour days, Monday through Friday, however alternative work schedules may be arranged between the employee and his or her supervisor, subject to the approval of the section chief or superintendent.

Section 16.2 Non-standard Workweeks

Employees who are not assigned to work a regular shift at an office or facility controlled by the Employer shall work a non-standard workweek. Work days and days off for employees who work non-standard workweeks shall be scheduled according to the operational needs of the Employer. Employees covered by this section shall have a work schedule conference with their immediate supervisors, or designees, prior to the end of each week. This conference may be conducted in person or by telephone. During the conference, the employee and the supervisor shall develop a tentative work schedule for the following week. It is understood that operational needs of the Employer or of other law enforcement agencies may necessitate subsequent modification of a tentative

schedule approved by a supervisor. In addition, requests by employees to change their weekly work schedules shall not be arbitrarily denied.

Employees' subject to the provisions of this section, if required by their direct supervisor, shall contact their supervisors, or designees, by email or telephone to advise them of their proposed work schedules for that day and of the total number of hours worked the previous day. Supervisors may approve the proposed schedules or advise employees of any necessary changes.

Employees shall report all unexpected schedule changes involving more than three hours to their direct supervisors as soon as practicable. Overtime hours must be approved by supervisors in accordance with Section 8 of this Article. Within 30 days after the effective date of this Agreement, the Employer shall provide to employees a list of names and telephone numbers of supervisors and designees to be contacted pursuant to this Section. Changes to this list will be circulated to all employees.

Section 16.3 Crime Scene Agents

Crime scene agents are ordinarily scheduled to work between 8:00 am and 4:45 p.m. Monday through Friday. At least six crime scene agent positions shall continue on this schedule. By mutual agreement, the Employer and the employee may alter work schedules during the course of the workweek for the purpose of avoiding overtime. Positions as crime scene agents which are filled after the effective date of this Agreement shall be scheduled according to Section 2 of this Article.

Section 16.4 Meal Breaks

Employees shall normally be granted unpaid meal periods of 30 or 60 minutes, near the midpoint of each shift. If an employee is working outside an office or facility controlled by the Employer, and if it is not appropriate to interrupt the performance of the employee's job duties for a lunch break, the employee may eat lunch while performing his or her duties and shall be paid for such time. Current practice with respect to paid breaks away from the work area shall be continued.

Section 16.5 Reporting to Work

Employees shall be at their work sites, report-in locations, headquarters, assigned work location at their shift or designated starting times.

Employees who are not assigned to work a regular shift at an office or facility controlled by the Employer shall be paid from the time they leave their residence until the time they return to their residence, provided they reside in the region of the state to which they are assigned. Such employees who do not live in the region of the state to which they are assigned shall be paid from the time they arrive at a mutually agreed government facility inside the region until they return to this facility at the end of the work day. However, if an employee's residence is located outside the region to which he is assigned as a result of a change of boundaries by the Employer, the employee shall be paid from the time he leaves his residence until the time he returns.

Section 16.6 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 four (4) 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 16.7 Overtime

Employees may be required to work in excess of their normal workweek. 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 forty (40) hours in any work week, the employee shall be compensated at one and one-half times his or her total rate of pay for all hours in excess of forty (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.

The maximum accrual of compensatory time shall be 280 hours. When an employee has accrued 280 hours of compensatory time, payment for additional overtime work shall be made in cash. Compensatory time earned pursuant to this Article shall be recorded separately from holiday compensatory time earned pursuant to Article 31.

Compensatory time may be used at a time mutually agreed to by the Employer and the employee in compliance with the Fair Labor Standards Act.

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

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

Section 16.8 Court Pay

Employees who are required to appear in court or at an administrative agency 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 (2) hours pay or actual hours worked, whichever is greater. The Employer shall not change an employee's schedule or scheduled shift in order to avoid payment for such time incurred during off-duty hours without the consent of the employee involved.

Section 16.9 Stand-By Pay

When an off-duty employee is formally placed on stand-by status by the Employer, the employee shall be paid at his appropriate overtime rate for all hours he/she is actually on stand-by.

Section 16.10 Double Back

If the end of an employee's scheduled shift and the beginning of the employee's next scheduled shift are less than ten (10) hours apart, the employee shall be paid one and one-half times his/her total rate for all hours worked on the second shift. A shift worked immediately following a report back will not be considered a call-in under this Article.

Overtime worked at the end of the first shift shall not be considered in determining the applicability of this Article.

ARTICLE 17 EQUIPMENT

Section 17.1 General Provision

The Employer will provide, and employees shall use as assigned, all necessary equipment, accessories, weapons, ammunition, and supplies for maintaining issued equipment. Other than badges, equipment will be replaced by the Employer at no cost to employees if the equipment is worn out, damaged, lost, or stolen. However, if an employee loses his or her badge as a result of his or her negligence the employee will be responsible for the cost of replacing the badge. The Employer is responsible for proving negligence. The employee must file a written report of the incident with the Employer immediately after the loss, destruction, or damage, including an explanation of how the property 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.

Bullet proof vests, gas and chemical masks, tape recorders and body transmitters shall be made available for use by employees as needed. If specialized items of clothing are necessary for an investigation, these shall be provided by the Employer. However, clothing so provided shall remain the property of the Employer and shall be returned by the employee at the conclusion of the investigation.

Section 17.2 Motor Vehicles

It is understood that the assignment of departmental vehicles may be necessary for certain employees to properly perform their duties. The Employer will provide each such employee with a motor vehicle. Vehicles provided by the Employer may be used to perform an employee's official duties and to commute to and from work. Employees' use of Employer provided vehicles is subject to the terms of DAS Directive No. 89-21, as amended by DAS.

Employees who reside outside of the region to which they are assigned shall pick up their departmental vehicle at a mutually agreed upon government facility within the region. Departmental 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, vehicles may be used for personal errands of a necessary nature. An employee may use his or her own motor vehicle for Employer business only with prior permission of the Employer. If an employee uses a personal vehicle, he or she will be reimbursed at the rate allowed by the IRS.

The Employer and the Union shall each appoint two (2) members to serve on a committee to make a recommendation regarding take-home vehicles for Medicaid Fraud Special Agents. The committee will make a recommendation to the Attorney General, along with supporting documents for its recommendation no later than June 30, 2011. If the committee is unable to agree on a single recommendation, it may present more than one report with supporting documents.

Section 17.3 Badge and Weapon On Retirement

All employees shall be given a badge upon retirement which badge will contain identifying marks reflecting that the employee is retired from the State of Ohio Office of the Attorney General. Upon retirement, on a one-time basis, employees shall be sold their service weapon at the fair trade-in value as determined by the manufacturer, unless the retirement is for reasons of psychological disability.

ARTICLE 18

LOST OR DAMAGED PERSONAL PROPERTY

Section 18.1 General Provision

If an employee's personal property is lost, 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 loss, destruction, or damage, an explanation of how the property was lost, destroyed or damaged, and an estimated cost of repair or replacement. Where practicable, the property should be available for inspection. Eligibility of repair, replacement or compensation and the amount of the loss shall be determined by the Employer in a reasonable manner.

Section 18.2 Limitations

No compensation shall be paid for clothing or personal property to be 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 loss and if the employee neglected to use such clothing or equipment. No more than \$100.00 shall be paid in compensation for a lost or damaged wristwatch. Compensation for lost or 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. Employees shall not be entitled to compensation pursuant to this Article for normal wear and tear to clothing, watches, glasses and other personal property.

ARTICLE 19

CAREER DEVELOPMENT AND TRAINING

Section 19.1 General Provision

The Employer shall provide basic training and in-service training for employees on a uniform and consistent basis. The courses to be included in the basic and in-service training curriculum shall be a topic for discussion by the Labor-Management Committee.

It is the intent of the Employer to seek OPOTC approval of the basic and in-service training curriculum. The Employer will also seek approval from selected Ohio colleges or universities of appropriate training courses for credit toward degrees granted by these institutions. The Employer is committed to training bargaining unit employees to facilitate joint operations and projects among the entities whose employees are within the bargaining unit, to enhance bargaining unit employee's career development and mobility, and to improve operations.

Courses available at the OPOTA which will enhance the career development of a bargaining unit member under the terms of Article 27 and Appendix A of this Agreement will be open to members on a "space available" basis contingent upon reasonable operational need. At least 40-training hours annually will not be unreasonably withheld by the Employer. If the space is limited to fewer members than the number who have applied, the space shall be assigned by agency seniority. Management will work with members to flex work schedules to allow attendance. Employees may use state vehicles to travel to and from these courses.

All training required by the Employer will be on paid time. Employees may use assigned state vehicles to travel to and from required training programs. Employees assigned to attend training programs will adopt the schedule of the program. Employees required to participate in classes in excess of a 40-hour workweek shall be compensated according to the overtime provisions of this Agreement.

Section 19.2 OPOTA Basic Training for Medicaid Fraud Special Agents

Those Medicaid Fraud Agents who have not already completed the OPOTA basic peace officer certification or whose certification has lapsed may volunteer to complete their course of study during non-work hours. No more than two (2) agents, selected by classification seniority, will be provided the opportunity each year. The Agents shall not be permitted to utilize any paid or unpaid leaves of absence for the purpose of this training except as approved by the Section Chief. Instead, participation in the training must be done during the Agent's off duty time including but not limited to evenings and weekends. For the two (2) Medicaid Fraud agents participating in the OPOTA basic peace officer certification course, the Employer will reimburse up to \$3,000.00 lifetime maximum of the tuition cost. The employee must submit a written request to the Human Resources Section and receive approval prior to the start of the training. In order to receive reimbursement, an employee must submit proof of satisfactory completion of training and a receipt showing that tuition has been paid.

Section 19.3 Reimbursement for Tuition

The Employer is committed to encouraging those bargaining unit members who wish to pursue job related education or training in addition to programs provided by the Employer. For this reason, the Employer agrees to commit twenty thousand dollars (\$20,000) in its training budget for the fiscal years of 2013, 2014, and 2015 to specifically train or educate bargaining unit members. Effective December 1, 2012, the Employer will reimburse members of the bargaining unit up to two thousand five hundred dollars (\$2,500) per bargaining unit member each fiscal year for their tuition for any training or education received by an employee who takes a job related course at an educational institution that is authorized by the Ohio Board of Regents or accredited by the North Central Association of Colleges and Schools or similar institution organization or who takes advanced professional training from an Employer-approved professional organization where such training is not otherwise offered by OPOTA or made available at no cost by the Employer as set forth in section 19.1. The following stipulations will apply:

1. The contents of a professional training course for which reimbursement is sought must be job related, or the course must be part of a plan of study leading toward a degree where such degree increases 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.
2. The employee must submit a written request to the Human Resources Section prior to the start of the course for which tuition reimbursement is sought. The Human Resources Section may approve or deny all such tuition reimbursement requests based upon sound management practices and the availability of funds as described above and such requests shall not be unreasonably denied.
3. The employee must submit certified proof of completion of the course or training and a receipt to the Human Resources Section showing the tuition or fee has been paid.
4. The employee will be reimbursed for a course one (1) time only. If the employee must repeat the course or substitute a course in its place due to failure to achieve a passing grade, the course or substitute course will not be eligible for reimbursement.
5. The Human Resources Director will retain final authority to approve or deny all such tuition reimbursement requests, based upon sound management practices, including the availability of funds.
6. For those employees seeking to take advanced professional training from an Employer-approved professional organization as described above, the Employer will work with employees to flex work schedules to allow attendance where reasonable and practical in consideration of the needs of the employee's section, and where it would not cause an undue hardship on the Employer's operations or result in the Employer incurring overtime costs. Employees may use state vehicles to travel to and from such training.
7. If unforeseeable funding limitations further prevent all tuition reimbursement requests from being approved, employees enrolled in a degree program will receive first priority.

In order to receive reimbursement for a course that has been approved by the Employer, an employee must receive a grade equivalent to 2.0 or higher on a 4.0 scale or a passing grade if the grade is established as pass or fail. The employee must also submit certified proof of completion of the course and a receipt showing that the tuition has been paid.

ARTICLE 20 TRAVEL

Section 20.1 Cash Advance

Employees who have had travel plans approved by their supervisor shall first attempt to use direct billing for hotels. If no direct bill hotel is available, the employee shall be granted a cash advance to cover his/her costs. All other travel expenses shall be paid in accordance with Ohio Administrative Code Rule 126-1-02.

Section 20.2 Travel Allowances

The Employer will pay travel allowances in conformance with OAC Rule 126-1-02, as amended. Safety and security issues shall be considered in the preparation of travel plans for Special Agents on undercover operations. In the event that travel is required of a

bargaining unit employee in the course of his/her job responsibilities, travel procedures in place at that time shall apply.

Section 20.3 Long Term Assignments

An employee who is required to undertake an assignment which requires the employee to be on travel status for more than 20 consecutive work days shall receive for all work days after 20 a pay supplement equal to 25% of step one of the employee's current pay range, or 25% of Step 3 of the SA pay range for special agents at Step 3 or above. With respect to special agents at Steps 1 or 2, this supplement shall be 25% of their current step.

ARTICLE 21 PERSONNEL FILES

Section 21.1 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 request make a personnel file available for inspection at any regional office. 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, subpoena, or written request made pursuant to Ohio Public Records Law.

Section 21.2 Official File

There shall be only one official personnel file for each employee. The official personnel file for all employees shall be located at 30 East Broad Street, Human Resources Section for the Office of the Attorney General. The official personnel file for all other employees shall be located in the Human Resources Section for the Office of the Attorney General and a secondary file may be maintained in each section. 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 21.3 Employee Notification

An employee shall, upon written request, be provided with a copy of any materials in his or her personnel file without cost. The Employer shall provide to an employee a copy of documents which relate to disciplinary action which has been taken, or which is proposed to be taken, at the time such documents are placed in the employee's personnel file. The Employer or an employee may place in the employee's personnel file any documents relevant to the employee's work performance.

Section 21.4 Disciplinary Actions

A record of an oral or written reprimand will be removed from an employee's personnel file after one (1) year and a record of any other disciplinary action will be removed after two (2) years, upon written request of the employee, provided that no other disciplinary actions of any kind are taken against the employee during the intervening one or 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.

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.

ARTICLE 22 STANDARDS OF PERFORMANCE

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 employees on a regular basis. Performance evaluations shall be conducted in a manner which will provide guidance to employees in the proper performance of their job duties and to assist them in their professional development. Evaluations shall be reviewed with employees and employees shall have an opportunity to respond prior to the affixing of the Section Chief's signature to the evaluation form.

Numerical standards of performance may be considered by the Employer but will not be the only criteria to be used in evaluating employees. The Employer shall also take into account other factors, including but not limited to the nature of an employee's cases and other administrative duties assigned to an employee. Employees shall be advised periodically of the relative standards of performance for their jobs. Quota systems will not be established.

The Employer shall not require employees to take unnecessary risks or violate standard operating procedures relating to health and safety for the purpose of achieving numerical quotas. Employees shall not violate standard operating procedures relating to health and safety or take unnecessary risks in order to achieve numerical performance goals.

Evaluations shall be subject to the grievance procedure, however no appeal will be permitted beyond Step 2.

ARTICLE 23 INTERNAL INVESTIGATIONS

Section 23.1 Procedure The parties recognize that the Employer has the right to expect that a professional standard of conduct 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.

- (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. If the employee being interviewed is the subject of the

investigation, the employee will also be informed of the allegations of misconduct giving rise to the investigation.

(b) An employee who is the subject of an internal investigation shall be informed that he/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 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/her rights as set forth in the previous sentence shall not prejudice the Employer's right to impose discipline for any misconduct of an 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 a Labor Council representative 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 a transcript to any party to 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 50 minutes without a 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 21 calendar days of its conclusion.

Section 23.2 Line-ups

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

Section 23.3 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.

Section 23.4 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 suitably 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 year. All negative, and/or all unconfirmed positive, test records, specimens, and samples shall be destroyed by the laboratory.

BCI Special Agents and Medicaid Fraud Special Agents shall be subject to random drug testing. The parties shall both follow the methods and procedures for random testing outlined below:

1. We will follow the Department of Administrative Services (DAS) random drug testing policy, from the Drug Free Workplace Services Program. The employer will provide each committee member with this manual and additionally will provide the manual for any bargaining unit members who have questions. We will depart from the DAS policy on two points. First, both parties are in agreement that an Agent'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 will be counted as positive. We agreed that each result are separable,

i.e. an Agent may be disciplined for insubordination for failing to appear, without good cause, for the random drug test, and in addition a test he/she fails to appear for will be counted as positive. If the agent fails to appear for the retest that will be a second act of insubordination and will also be a second positive result.

2. We further agree that the notification period for Special Agents will be 24 hours from the time they are notified. Human Resources will notify Special Agents by telephone and or email, of their need to take the test. The supervisor of the Special Agent will also be informed of the testing date, by Human Resources. [Agents on approved leave will not be notified at home or on vacation of the test requirement. Agents on disability or other extended leave will be passed if their name comes up during their leave.] Within 24 hours of notification from Human Resources, the agent will appear at any of the conveniently located labs list at the back of the DAS random drug testing manual. Failure to appear within the 24 hours will be an act of insubordination subject to discipline.
3. In regard to Narcotics Special Agents specifically, they are expected to immediately report an involvement with illegal drugs and/or alcohol due to the requirements of their job duties. If on a job assignment they are around individuals who are using illegal narcotics or because of the nature of their duty they are required to drink alcohol, they will make those notations in their reports as soon as practical. If a Narcotics Special Agent has not indicated required involvement because of a job assignment, a positive test will be counted as a positive result if he/she has not documented the necessity of partaking in illegal substances or alcohol while on duty.
4. In regard to employer notification, the parties agreed that the employer shall have ten (10) days after the test is submitted by the Special Agent to inform the Special Agent of the results.
5. The parties agreed that a maximum of 25% of BCI&I Special Agents will be subject to random testing each quarter; therefore 100% of the workforce can be tested each year. Time and travel for the random drug test is counted as hours worked; Agents shall be paid for the time, and Agents may use a state vehicle to travel to and from testing sites.
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 Agents should make every effort to provide the sample at the testing facility as soon as practical after notification. An Agent's assertion of good cause to be excused from a test on an appointed day shall be reviewed by the employer. The Agent will make him or herself available until the employer is able to respond with the determination.
7. The employer and employee organization agree to be reasonable about various situations that arise to prevent Agents from taking the test in the period prescribed by the employer, and the employee organization will be reasonable about any difficulties preventing the employer from giving notification within the required time period.

Section 23.5 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 21.

Section 23.6 Limitations

Disciplinary action shall be instituted within two (2) years after 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. Disciplinary action will not be taken against any employee for acts committed while off duty, except for just cause.

**ARTICLE 24
DISCIPLINE**

Section 24.1 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:

- (a) Verbal reprimand.
- (b) Written reprimand.
- (c) Suspension.
- (d) 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 24.2 Administrative Leave

Upon verbal notification followed within 24 hours by a written statement of the reason(s), 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 24.3 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 24.5 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 (3) 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/her 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. The employee shall then be afforded an opportunity to respond to the charges and to present reasons why discipline should not be imposed.

Within 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. The Employer may obtain additional time to notify the employee and the Labor Council Associate of the final disposition of the matter by making a request of an extension of that time to the Labor Council Associate which will not be unreasonably denied.

ARTICLE 25 GRIEVANCE PROCEDURE

Section 25.1

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 25.2. 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 an 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.

c) **“Day”** - the word “day” as used in this Article means calendar day and times shall be computed by excluding the first and including the last day, except when the last day falls on a Saturday, a Sunday, or a legal holiday, the act may be done on the next succeeding

day which is not a Saturday, Sunday, or legal holiday.

Section 25.3

In order to be considered, a grievance must be presented in written form at the First Step within 14 calendar 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 to the Chief of the Section in which the grievance arose, or his/her designee. The grievance at this Step shall be submitted in writing, using a form mutually agreed upon. Grievance forms will be made available at each office. On this form, the grievant shall specify the Article, Section, or combination thereof of 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 a meeting between the grievant and the Section Chief or Superintendent. 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, Superintendent or designee, shall respond in writing to the grievance within 14 calendar days from the date on which the grievance is filed. Should a grievance not be within the authority of the Section Chief, Superintendent or his/her 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 or Designee: If the grievance is not resolved by the answer received in Step One, within 14 calendar days after receipt thereof, the Labor Council may appeal the grievance to the Director of Human Resources or designee by mailing or otherwise delivering a grievance form to his/her office. Within 14 calendar days of the receipt of the written grievance, the Director of Human Resources or designee shall schedule a meeting with the grievant. A Labor Council Representative must be permitted to attend this meeting. He/she may represent the grievant, if such representation is desired by the grievant. The Director of Human Resources or designee shall respond to the grievance by writing his/ her answer on the grievance form and returning a copy to the grievant and a copy to the Labor Council Representative within 15 days after the meeting required above.

Section 25.4 Arbitration.

If the Labor Council is not satisfied with the answer at Step 2, 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 Council within 14 calendar days after receipt of the decision in Step 2.

Selection of Arbitrator: Upon the Employer's Labor Council'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 (SERB), Mediation Service, 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 mutually acceptable arbitrator, the arbitrator will then be selected by the

representatives of the parties alternately striking names from the FMCS panel until one 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 forward 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 total 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. Parties agree that the transcripts are not normally 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) **Arbitrator Limitations:** Only disputes involving the interpretation, application or alleged violation of a provision of this Agreement shall be subject to arbitration. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement. 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 subpoenas. The arbitrator shall not subpoena persons to offer repetitive testimony.

When the arbitrator determines the issuance of subpoenas to employee 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 may make other arrangements to take the evidence desired in such manner as will not cause these problems.

(e) **Discovery and Notice:** Seven (7) 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 as evidence in the hearing. Names of additional witnesses or additional documents must be exchanged no later than three (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 14 calendar 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 suspensions, demotions, or discharges shall be held within 30 calendar days after the filing of the request for arbitration. In the event the selected arbitrator is unable to convene a hearing within 30 days, the parties shall seek an alternate arbitrator. 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 (7) days after the hearing.

Section 25.5 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 the 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 the 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 5 shall be allowed time off with pay at their total rate for attendance at scheduled meetings under the grievance procedure.

A grievant and an employee acting as the Labor Council Associate in accordance with Article 5 will not receive overtime pay to engage in grievance activities provided herein; however, all grievance meetings at Steps 1 and 2 shall be held during normal office hours.

Section 25.6 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 26 SENIORITY AND SERVICE

Section 26.1 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 service with the Employer,

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. “Bargaining Unit Seniority” is the total length of service in Bargaining Unit 46 from the last date of hire less any time spent out of Bargaining Unit 46 that exceeds eighteen months of continuous service. Employees who are promoted out of the bargaining unit and return to the bargaining unit within eighteen months from the date of their promotion shall receive unit seniority for such time spent out of the unit. Employees who promote out of the unit and return after eighteen months from the date of their promotion shall not have time out of the unit counted for the purposes of determining Bargaining Unit Seniority. Temporary assignments consistent with Article 28 of this agreement will not be

considered when computing Bargaining Unit Seniority. Employees who transfer from Bargaining Unit 48 to Bargaining Unit 46 with no break in service shall maintain their Bargaining Unit 48 seniority into Bargaining Unit 46.

Section 26.2 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 if the employee is separated from employment for more than one year;
- b) discharge of the employee;
- c) layoff of the employee for more than 12 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; or
- e) retirement by the employee.

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

Section 26.3 Seniority

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 employees' Social Security numbers, with the lowest number given the greatest seniority. When, in the Employer's sole discretion, the Employer determines that there are two (2) equally qualified employees for placement in a position offering federally reimbursed overtime, classification seniority shall be used as a factor by the Employer in making the assignment.

Section 26.4 Seniority List.

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

ARTICLE 27

VACANCIES, PROBATIONS, PROMOTIONS AND TRANSFERS

Section 27.1 Posting

Vacancies in positions within the bargaining unit which the Employer decides to fill shall be advertised for a minimum of ten (10) work days. Vacancy notices will list the qualifications, abilities, location, and duties for the position.

Section 27.2 Selection Process for Vacant Positions

All positions shall first be available for geographical reassignment among employees who apply and currently occupy the same generalist or specialist position with agency seniority being the deciding factor. In the event that the position is not filled by geographical reassignment, all other applicants who have filed timely applications shall be considered for the available position.

The Employer may hire a new employee if that new employee possesses superior abilities and qualifications for the vacant position as determined by the total score calculation from Appendix A – Position Selection Criteria. Employees who bid shall be

notified of the results of the selection process in writing.

In evaluating applicants, the Employer will distinguish between and weigh criteria differently for generalist positions including Narcotics, SIU, Environmental and Health Care Fraud and specialist positions including Crime Scene, Computer Crimes, Financial, Technical Operations, positions and OPOTA Instructor positions. The bargaining unit and the Employer will work together to increase diversity within the unit.

Criteria to be considered in defining superior abilities and qualifications for all positions include interviews by individuals including a member of the bargaining unit, appointed by the FOP-OLC, and in accordance with Appendix A.

Section 27.3 Probationary Period

New employees hired or who transfer into the bargaining unit shall serve a probationary period of 270 days. Bargaining unit employees who are promoted or transfer into another position in another section within the bargaining unit shall serve a probationary period of 220 days. Bargaining unit employees who transfer into a new position in the same section shall serve a probationary period of 180 days. If the employee fails to perform the job requirements of the position into which he/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 25 of this Agreement except that it shall not be subject to arbitration.

Section 27.4 Transfers and Promotions

Employees ordinarily will not be reassigned or transferred unless they have requested the reassignment or transfer. In extraordinary situations where an involuntary transfer is necessary, the least senior member of the classification may be transferred. Employees who voluntarily reassign, transfer or who are voluntarily promoted may not request another transfer for one (1) year after the effective date of their transfer. Employees who voluntarily reassign, transfer, or who are voluntarily promoted to BCI specialist positions within the bargaining unit may not request another reassignment or transfer for three (3) years after the effective date of his/her transfer. Transfer and work location reassignments will not be used as discipline.

Section 27.5 Moving Expenses

Moving expenses will be authorized and paid by the Employer for employees when the transfer has been mandatorily required by Employer. In the event of a mandatory transfer, the employee involved will also be given two (2) paid days off for moving. If an employee has not established a permanent residence at the time of the move, the employee shall be entitled to reimbursement for meals and lodging until a permanent residence is established but no more than 20 working days, as provided by procedures of the Office of Budget and Management, following a transfer mandated by the Employer. Moving expenses, temporary living expenses, and paid days off will not be granted when the transfer is at the request of the employee or the initial move of a new employee after being offered a position with the Employer. Moving expenses authorized pursuant to this Section will be paid in accordance with the relevant R.C. provisions in effect on the

effective date of this Agreement.

ARTICLE 28

TEMPORARY WORKING LEVEL

Section 28.1 General Provision

Each employee who is temporarily assigned to duties of a position 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 five-percent (5%) above the employee's current schedule rate. This pay adjustment shall in no way affect any other pay supplement, which shall be calculated using the employee's rate of pay prior to the temporary assignment. The employee shall receive the pay adjustment for the duration of the temporary assignment. A position filled in this manner for more than three (3) months shall be posted as a vacancy pursuant to Article 27 unless the vacancy is caused by a long-term illness from which the employee is expected to return.

Section 28.2 State Law

This Article shall supersede the provisions of Ohio Administrative Code Section 123:1-37-07, relating to temporary working level pay adjustments.

ARTICLE 29

JOB TITLES AND CLASSIFICATIONS

Section 29.1 Position Audits

Each employee shall be provided, upon request, 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. 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 (DAS). Appeals of position audits shall be through the standard grievance and arbitration procedure(s), rather than through the State Personnel Board of Review.

Section 29.2 New Classifications

The Employer may create classifications, authorize advance step hiring if needed for recruiting purposes or other legitimate reasons, and issue or modify specifications for each classification as needed.

ARTICLE 30

REDUCTION IN FORCE

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

- (a) Bargaining Unit seniority as defined in Article 26 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; or
- (d) All layoff and displacement appeals shall be processed as grievances beginning at Step 2 of the grievance procedure and may culminate in final and binding arbitration. An employee may not appeal to the State Personnel Board of Review.

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 31 HOLIDAYS

Section 31.1 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. Independence Day - July 4
6. Labor Day - the first Monday in September
7. Columbus Day - the second Monday in October
8. Veteran's Day - November 11
9. Thanksgiving Day - the fourth Thursday in November
10. Christmas Day - December 25
11. Any day proclaimed by the Governor of the State of Ohio or the President of the United States

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 31.2 Holiday Pay

Full-time employees, regardless of their work shift or schedule, are automatically entitled to eight (8) hours of holiday pay regardless of whether they work on the holiday. Part-time employees shall receive no pay for holidays for the period from February 1, 2010 to January 31, 2012. Otherwise, part-time employees are entitled to holiday pay for that portion of any holiday for which they would normally have been scheduled to work. In order to receive holiday pay, an employee must be in active pay status on the day before and the day after the holiday.

Compensation for working on a holiday is in addition to the automatic eight (8) hours of holiday pay and shall be computed at the rates prescribed in Section 4.

- 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 31.3 Computation of Holiday Pay or Holiday 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 (1½) times the employee's total rate of pay in addition to holiday pay. The employee may elect to take compensatory time off at the rate of one and one-half (1½) hours of compensatory time for each hour worked on the holiday in lieu of receiving cash compensation for time worked on the holiday. All compensatory time accrued in this manner will be placed in a special holiday bank. Holiday

compensatory time must be used by the end of the calendar year or by June 30 of the following year if the work occurred in the second half of the year. Upon separation from service for any reason including retirement, employees shall receive compensation for all holiday compensatory time earned but not used pursuant to this Section. All time in excess of eight (8) hours worked on a holiday will be paid at two and one-half (2½) times the employee's total rate of pay. Employees receiving holiday pay shall be credited with no more than eight (8) hours of active pay status regardless of time actually worked on the holiday.

Section 31.4 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 32
PERSONAL LEAVE**

Section 32.1 Personal Leave Accrual

There shall be a freeze on personal leave accrual during the period of February 1, 2010 through January 31, 2012. Upon the resumption of personal leave accrual, there shall be no retroactive personal leave accrual for the period that the freeze was in effect.

Thereafter, all employees shall accrue personal leave at the rate of 1.23 hours per pay period not to exceed 32 hours in one year for each 80 hours in active pay status excluding overtime hours. Employees who 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.

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.

When personal leave is used, it shall be deducted from the unused balance of the employee's personal leave on the basis of one (1) 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 (½) 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 after the effective date of this Agreement shall not be credited with the unused personal leave credit balance 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 34.
- c) Receive a cash benefit. There shall be a freeze on payment for maximum personal leave accrual until the pay period that includes February 1, 2012. Thereafter, the cash benefit shall equal one (1) hour of the employee's base rate of pay for every hour of unused credit that is converted. The cash benefit shall not be subject to contributions to any retirement system, either by the employee, or the Employer. Employees must indicate a desire to receive a cash benefit 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. 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 32.2 Separation from Service

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

A full-time employee who separates from service or is no longer a full-time employee during the year shall receive a reduction of personal leave credit of nine-tenths of an hour for each pay period following the date of separation until the pay period preceding the next base pay period. If the reduction results in a number of hours less than zero, the cash equivalent value of such number of hours shall be deducted from any compensation that remains payable to the employee, or from the cash conversion value of any vacation or sick leave that remains credited to the employee.

Section 32.3 Reemployment or Reinstatement

If an 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/she shall not be granted reinstatement of personal leave credit converted to a cash benefit.

Section 32.4 Notification and Approval of Personal Leave

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

Section 32.5 Restoration

In the pay period that includes February 1, 2012, employees who are covered by this collective bargaining agreement and are in active payroll status on January 18, 2012, shall receive a one-time credit of additional sick leave.

Full-time employees shall receive a credit equivalent to thirty-two (32) hours of sick leave or one-half of the personal leave hours lost during the freeze, whichever is less, as set forth in Section 32.01 of this collective bargaining agreement. Part-time employees shall receive a credit of sixteen (16) hours of sick leave.

For purposes of the one-time credit of sick leave only, "active payroll status" means conditions under which an employee is actually working if scheduled to work on January 18, 2012; is off duty on January 18, 2012 because the employee is not scheduled to work that day; or is eligible to receive pay for any approved leave of absence including but not limited to occupational injury leave, disability leave, workers' compensation, or salary continuation.

Employees not receiving pay due to military leave, FMLA, union leave, pregnancy leave, and extended illness leave shall also be eligible to receive the one-time credit of sick leave.

In the earnings statement that the employee receives for the pay period which includes February 1, 2012, employees who are covered by this collective bargaining agreement and are in active payroll status on February 1, 2012, shall receive a one-time lump sum payment.

Full-time employees shall receive a payment equivalent to thirty-two (32) hours of personal leave days or one-half of the personal leave hours lost during the freeze, whichever is less, as set forth in Section 32.01 of this collective bargaining agreement. Part-time employees shall receive a payment equivalent to sixteen (16) hours of personal leave lost during the freeze.

For purposes of the lump sum payment only, "active payroll status" means conditions under which an employee is actually working if scheduled to work on January 31, 2012 is off duty on January 31, 2012 because the employee is not scheduled to work that day; or is eligible to receive pay for any approved leave of absence including but not limited to occupational injury leave, disability leave, workers' compensation, or salary continuation.

Employees not receiving pay due to military leave, FMLA, union leave, pregnancy leave, and extended illness shall also be eligible to receive the payment.

This payment shall not be subject to PERS withholding.

Section 32.6 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 33 VACATION

Section 33.1 Rate of accrual

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

<u>Length of Service</u>	<u>Accrual Per Pay Period</u>	<u>Rate Per Year</u>
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 total rate of pay. Vacation shall be charged in minimum units of one-half (0.50) hour.

Section 33.2 Maximum Accrual

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

<u>Annual Rate of Vacation</u>	<u>Accumulation Maximum</u>
80 hours	240 hours
120 hours	360 hours
160 hours	480 hours
180 hours	580 hours
240 hours	760 hours

Section 33.3 Scheduling

Request for vacation shall be submitted in writing. Vacation shall 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 (6) months but not more than nine (9) months prior to the requested leave. Such requests shall be granted with preference to employees with the most agency seniority. Vacation requests received less than six (6) months before the requested leave shall be granted with preference to requests from employees with the most agency seniority. Requests received more than six (6) months in advance of the requested vacation period shall receive priority over requests received less than six (6) 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 (2) weeks after the request is made.

Requests for five (5) or more consecutive vacation days shall be made seven (7) calendar days in advance; requests for less than five (5) 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 1-1/2 times his/her total rate of pay for the time the employee is on recall status.

Section 33.4 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 is hired by the State shall not have his/her prior service with the State or any political subdivision of the State counted for purpose of computing vacation leave.

Section 33.5 Vacation Leave 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 total rate of pay, at the time that the employee receives a paycheck for the final period of work.

Section 33.6 Annual Vacation Leave Conversion

In the pay period which includes December 1, 2012, December 1, 2013, and December 1, 2014, employees will have the opportunity to convert a maximum of eighty (80) hours of unused vacation leave at a rate up to one hundred percent (100%) of the employee's base rate of pay. To be eligible to convert vacation leave, employees must:

1. Have used less than forty (40) hours of sick leave in the previous twenty-six pay periods; and
2. Will maintain a minimum balance of forty (40) hours of vacation leave after the request for conversion; and
3. For part-time employees, have used less than forty (40) hours of sick leave in the previous twenty-six pay periods and have had unpaid holidays;

Section 33.7 State Law

This Article shall supersede those provisions of Ohio Revised Code Section 124.13 and Ohio Administrative Code §123:1-32-01 relating to vacation leave.

**ARTICLE 34
SICK LEAVE**

Section 34.1 Sick Leave Accrual

Beginning with the base pay period in 1992, each full-time employee shall accrue sick leave at a rate of 3.1 hours for each 80 hours in active pay status, excluding overtime hours, not to exceed 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 their approved return to work.

Sick leave shall be charged in minimum units of one-half (0.50) 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 total rate of pay. Sick leave may accumulate without limit.

Section 34.2 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 at the rates outlined below. The rate of conversion is based upon the number of sick hours an employee uses throughout the year.

Sick Leave Hours Used	% of Regular Rate
0 Hours Used	80%
.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%

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 for any reason or retires may convert to cash any or all sick leave accrued at the rate of one (1) hour of the employee's total rate of pay for every two (2) hours of accumulated balance. If an employee fails to designate the portion of accumulated sick leave credit he/she desires to convert to cash, the entire amount of sick leave credit accumulation shall be converted to cash.

Any 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 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 34.3 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/she will be unable to report for work. This notification must be made within one-half (0.50) hour after the time the employee is scheduled to report for work, unless emergency conditions prevent such notification. If

the condition giving rise to the request for sick leave continues past the first day, the employee will notify his/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 34.4 Sick Leave Uses

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

- a) Illness, injury, or pregnancy related conditions.
- b) Exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of other employees.
- c) Medical, psychological, dental or optical examination of the employee by an appropriate practitioner.
- d) Illness, injury or 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.
- e) 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.
- f) Death of a member of the employee's family. Such usage shall be limited to a reasonably necessary time not to exceed five 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 34.5 Abuse of Sick Leave

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 calendar days. Falsification of either the signed statement or a physician's certificate shall be grounds for disciplinary action which may include dismissal.

Abuse of sick leave shall be grounds for disciplinary action.

Section 34.6 Restoration of Sick Leave Credit

The previously accumulated sick leave balance of an employee who has been separated from his/her 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 ten (10) years of the date on which the employee was separated. No employee initially hired after January 1, 1987 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 34.7 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 34.8. 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 35

OCCUPATIONAL INJURY LEAVE

Section 35.1. General Provision

Each employee shall, in addition to the sick leave benefits provided in Article 34, be entitled to occupational injury leave. Occupational injury leave of 1,500 hours with pay may, with the approval of the Employer, be used for absence resulting from each independent injury incurred in the line of duty. Occupational injury leave is not available for injuries incurred during those times when the employee is actually engaged in investigation activities of an administrative or clerical nature, when an employee is on a meal or rest period, or when the employee is engaged in any personal business. Each injury incurred in the line of duty which aggravates a previously existing injury, whether the previously existing injury was so incurred or not, shall be considered an independent injury. When its use is authorized under this Section, all occupational injury leave shall be exhausted before any credit is deducted from unused sick leave accumulated under Article 34, except that, unless otherwise provided by the Employer, occupational injury leave shall not be used for absence occurring within seven (7) calendar days of the injury. During that seven (7) calendar day period, unused sick leave may be used for such an absence. However, if an employee is immediately hospitalized overnight by a medical doctor due to a qualified on-duty injury, no loss of sick leave shall occur.

When occupational injury leave is used, it shall be deducted from the unused balance of the employee's occupational injury leave for that injury on the basis of one hour for every one hour of absence from previously scheduled work.

Section 35.2 Procedure

Before an employee may use occupational injury leave, he/she shall:

- a) Apply to the Employer for permission to use occupational injury leave on a form that requires the employee to explain the nature of his/her independent injury and the circumstances under which it occurred; and
- b) Submit to a medical examination conducted by a physician selected by the Employer. The physician shall report to the Employer the results of the examination and whether or not the independent injury prevents the employee from attending work.

The Employer shall provide for periodic medical examinations of employees who are using occupational injury leave. The physician shall report to the Employer the results of each such examination, including a description of the progress made by the employee in recovering from the independent injury, and whether or not the independent injury continues to prevent the employee from attending work.

An employee is not entitled to use or continue to use occupational injury leave if

he/she refuses to submit to a medical examination or the physician examining him/her reports that the independent injury does not prevent him from attending work.

An employee who falsifies an application for permission to use occupational injury leave or a physician's report is subject to disciplinary action, including dismissal.

The Employer shall provide forms for the application and physician's report.

Occupational injury leave pay made according to this Section is in lieu of such Workers' Compensation benefits as would have been payable directly to an employee pursuant to Sections 4123.56 and 4123.58 of the Revised Code, but all other compensation and benefits pursuant to Chapter 4123 of the Revised Code are payable as in any other case. If at the close of the period, the employee remains disabled, he/she is entitled to all compensation and benefits, without a waiting period pursuant to Section 4123.55 of the Revised Code based upon the injury received, for which he/she qualifies pursuant to Chapter 4123 of the Revised Code. Compensation shall be paid from the date that the employee ceases to receive his regular rate of pay pursuant to this section.

Occupational injury leave shall not be credited to or, upon use, deducted from an employee's sick leave.

ARTICLE 36 COURT LEAVE

Section 36.1 General Provision

The Employer shall grant court leave at total 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.

Section 36.2 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 Ohio Treasurer of State.

Section 36.3 Parties to 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 36.4 Personnel Board of Review

An employee who is the appellant in any action before the State Personnel Board of Review and is in active pay status at the time of a scheduled hearing before the Board shall be granted court leave at total pay to attend the hearing. Assigned state vehicles may be used to attend the hearing.

Section 36.5 State Law

This Article shall supersede 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 16 are inapplicable.

ARTICLE 37
FUNERAL LEAVE

Upon the death of a member of the employee's family, the employee shall be entitled to three (3) consecutive work days or the equivalent of twenty-four (24) consecutive work hours of funeral leave at the employee's total rate of pay. This time may be extended with the use of vacation leave, personal leave or sick leave in accordance with the provisions of Articles 32, 33, and 34. No reasonable request shall be denied. Funeral leave shall not accumulate and shall not be charged to sick leave.

For purposes of this Article, an employee's "family" is his/her spouse, spouse's parent, mother, father, child, grandchild, stepchild, grandparent, brother, 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 and who resides with the employee or such person's child.

ARTICLE 38
LEAVES OF ABSENCE WITHOUT PAY

Section 38.1 Requesting Leave of Absence Without Pay

A leave of absence without pay shall 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 38.2 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 (6) months. Leave of absence without pay may be granted for a maximum period of two (2) years for purpose of education or training which would be of benefit to the Employer. Renewal or extension beyond the two (2) 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 38.3 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 38.4 Failure to Return

An employee who fails to return to duty within three (3) working days of the completion or a valid cancellation of a leave of absence without pay 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 38.5 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 38.6 Service Credit

Time spent on authorized leaves of absence without pay will count towards seniority, including service credit for annual step increases, layoff purposes, and for computing the amount of vacation leave, provided the employee is properly returned to service and is not serving a probationary period. Employees 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 38.7 Holidays

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

Section 38.8 State Law

This Article supersedes the provisions of Ohio Administrative Code Chapter 123:1-34 relating to Leave of Absence Without Pay.

ARTICLE 39

LEAVE FOR DISASTER RELIEF SERVICES

A member of the bargaining unit who is a certified disaster service volunteer of the American Red Cross may be granted leave from work with pay not to exceed thirty (30) work days in each year to participate in specialized disaster relief services for the American Red Cross, upon the request of the American Red Cross for the services of that member and upon the approval of the Employer. A member of the bargaining unit granted leave shall be compensated at his/her base rate of pay for those regular work hours during which the member is absent from work.

ARTICLE 40

MILITARY LEAVE

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

ARTICLE 41

OLYMPIC COMPETITION LEAVE

Employees will be granted Olympic Competition leave in accordance with the provisions of Ohio Administrative Code Section 123:1-34-08, in effect as of the effective date of this Agreement.

ARTICLE 42
DISABILITY LEAVE

Section 42.1 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 42.2 Waiting Period

Disability leave benefits shall commence with the employee's first scheduled work-day 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 42.3 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 three (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 42.4 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 return 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 42.5 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 42.6 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 42.7 Application for Disability Leave Benefits

The employee, a member of the employee's family, or 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 such 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 42.8 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 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 such 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 42.9 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 or 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 the intention to disqualify the employee from receiving disability leave benefits as of the date the employee first engaged in any of the prohibited acts. Such notice will contain the reason for the proposed termination 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 42.10 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/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 balances, 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 recover 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 42.11 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 25 within 30 days after receipt of the notice of denial from the Director. The grievance shall be filed at Step 2 of the grievance procedure.

Section 42.12 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 42.13 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 the 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 who is 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 42.14 Request for Reinstatement

Any request for reinstatement following a disability separation must not be later than eighteen (18) 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 42.15 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 42.16 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 42.17 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 42.18 Notice of Return Date

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

Section 42.19 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 42.20 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 42.21 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 42.22 Civil Service Examinations

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 42.23 Disability Leave Benefits After Disability Separation

Any employee who 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 42.24 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 43

HEALTH AND LIFE INSURANCE

Section 43.1 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 43.2 Life Insurance

The Employer will provide group life insurance coverage at no cost for all employees after one year of continuous service. 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 65 years of age but under 70 years of age shall be reduced to 65%. For employees age 70 and over, the amount of insurance provide shall be reduced to 50%. If the Employer is unable to provide the above referenced group life insurance policy to any employee or employees, the Employer shall provide a letter to each such affected employee guaranteeing that the Employer will assume full responsibility for payment of the sums indicated as if the Employer were the insurer.

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 thirty (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 three years.

Section 43.3 Optional Life Insurance

To the extent that the State of Ohio offers an optional term life insurance plan, the same plan will be offered to employees in the bargaining unit.

Section 43.4 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 43.5 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 spending 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 the DAS.

ARTICLE 44

MEDICAL EXAMINATIONS

Section 44.1 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 44.2 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. 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 44.3 State Law

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

Section 44.4 Hepatitis B Vaccine

The Employer will provide Hepatitis B vaccine to any employee requesting the vaccine to the extent such vaccine is not otherwise provided at no cost to the employee.

Section 44.5 Hearing Tests

Hearing tests will be provided to Law Enforcement Training Officers and Special Agents serving as range officers who have occupational exposure.

Section 44.6 Physical Fitness and Wellness Committee

Any questions or issues regarding physical fitness qualifications which may arise during this Agreement will be referred to the Labor Management Committee.

Section 44.7 Employee Elimination DNA Database

- a. **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.
- b. **Participants** Categories of employees whose participation in the database is required are identified as:
 - Special Agents assigned to Investigations / Major Crimes Section / Crime Scene Unit
 - The parties agree to revisit the categories of employees identified should circumstances warrant.
- c. **Sample Selection and Reporting** Pairs of six-digit coded labels will be available for each employee to randomly select. Those codes will be the only method of identifying a sample.
- d. **Confidentiality, Sample Collection, and Authorization** The BCI Laboratory's CODIS section will provide the collection kits and the DNA sample will be collected by rubbing a buccal collector along the inner mouth area including the inside of the cheeks and gums. This collection will take place in the presence of one employee selected by the Employer and one employee selected by Labor.
 - After the sample has been collected, the member will select an identical pair of the random number labels and attach one label to his or her sample and the other identical label on the envelope. The buccal collector is then placed in the envelope and secured with a seal.
 - Samples may be transported by a BCI Laboratory employee or by a carrier and delivered directly to the office of the Laboratory Director. The office of the Laboratory Director will transmit the samples for analysis. The random number selected by the employee will be the only means of identification of

the sample.

- e. **Sample Analysis** The DNA is extracted from the swab/collector and a profile will be 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.
- f. **Sample Storage** The employee sample will be stored in a restricted location within the London, Ohio laboratory with access limited by the Laboratory Director.
- g. **Profile Searching** The coded DNA profiles will be maintained in local BCI data files at each DNA laboratory 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). The profiles of Fraternal Order of Police, Bargaining Units 46 and 48 members will be kept together.
- h. **Elimination Database Match Procedure** Reporting standards for the threshold required for a match for employees will be standard throughout BCI laboratories. The local CODIS administrator in consultation with the State CODIS administrator and the case work DNA Technical Leader will be responsible for determining possible employee inclusions. 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 DNA profile from the blood stain was found to be consistent with an employee of the submitting agency; or
 - The DNA profile from the blood stain was found to be a mixture consistent with contributions from a BCI employee and is therefore inconclusive.
- i. **Follow-Up Procedures 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.
- j. **Duration of Database Entries** The parties recognize that because it is not possible to recognize an anonymous contributor, an individual's profile will not be removed from the database at the termination of their employment.

ARTICLE 45

WAGES

Section 45.1 Schedule of Pay Adjustments

There shall be no general wage increase from February 1, 2010 through July 31, 2015.

Section 45.2 Step Movement

The period from July 1, 2003 through June 30, 2005 shall not be counted for the purpose of calculating step movements, including any step movement provided for in other provisions of this Agreement.

During the period from February 1, 2010 through January 31, 2012, there shall be no step movements, including any step movement provided for in other provisions of this Agreement.

Step movement shall resume on February 1, 2012. No retroactive movement shall occur for either of the two (2) year periods that have been skipped.

In periods other than those during which no step movement has occurred by virtue of collective bargaining agreements, subsequent step movement shall occur on an annual basis until the maximum step of the assigned pay range is reached.

Section 45.3 Promotions.

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

Section 45.4 Pay Range Assignments

Pay Range	Class Number	Classification Title
28	64650AG	Trainer
29	26231AG	Medicaid Fraud Intake Officer
30	26130AG	BCI Investigator
31	26391AG	Environmental Background Investigator
31	63611AG	Peace Officer Training Compliance Officer
31	64721AG	Certification Officer
32	26131AG	BCI Special Agent
32	26144AG	Special Agent 4
32	26141AG	Medicaid Special Agent
32	31261AG	Medicaid Special Agent (hired after January 1, 1992)
32	63621AG	Law Enforcement Training Officer

Section 45.5 Senior Special Agents.

Employees who have completed 60 months of continuous service with the Employer in a Special Agent classification shall be given the working title of "Senior Special Agent". These senior members may be asked to serve in a lead worker position.

Section 45.6 Senior OPOTA Personnel

Employees who have completed 60 months of continuous service with the Employer in a classification of Certification Officer, Peace Officer Training Compliance Officer, and Law Enforcement Training Officer shall be given the working title of "Senior Certification Officer, Peace Officer Training Compliance Officer, or Law Enforcement Training Officer". These senior members may be asked to serve in a lead worker position.

**ARTICLE 46
PAY SUPPLEMENTS**

Section 46.1 Shift Differential

Shift differential will be paid to employees who work a regularly scheduled second or third shift approved by the Employer. The shift differential rates shall be 50 cents per hour for each hour worked commencing at 5:00 p.m. and ending at 6:00 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 46.2 Clothing Allowance

Employees shall receive a clothing allowance of \$650.00 payable in the first pay periods of January 2013, 2014, and 2015.

**ARTICLE 47
LONGEVITY PAY**

Beginning on the first day of the pay period within which an employee completes five (5) years of total state service, excluding any service time earned between July 1, 2003 and June 30, 2005, each employee will receive an automatic salary adjustment which shall be a percentage of the employee's schedule rate of pay equal to one-half of

one percent for each year of service. This amount will be added to the schedule rate of pay. A maximum accumulation of 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 48
PRORATION OF LEAVE BALANCES**

THE PARTIES AGREE THAT ARTICLE 48 WILL BE DELETED FROM THIS AGREEMENT.

**ARTICLE 49
PAYMENT OF PERSONAL EARNINGS OF A DECEASED MEMBER**

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

**ARTICLE 50
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 by 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 51 NO STRIKE/NO LOCKOUT

Section 51.1 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 51.2 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 52 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, O.R.C.

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 53

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.

Fringe benefits and other rights granted by the O.R.C. 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 unless altered by mutual consent of the Employer and Labor Council.

ARTICLE 54

COPIES OF THE AGREEMENT

The Employer shall provide all members of the bargaining unit and all future members hired into the bargaining unit during the term of this Agreement with a copy of the Agreement.

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

ARTICLE 55
DURATION

Section 55.1 Effective Date

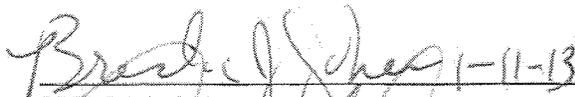
The effective date of this Agreement shall be November 27, 2012. This Agreement shall remain in full force and effect through July 31, 2015.

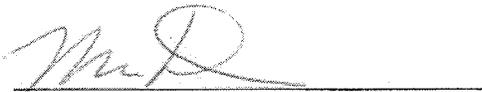
Section 55.2 Execution

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

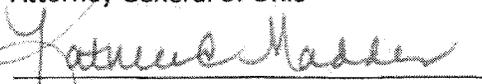
FOR FOP/OLC UNIT 46

FOR THE OHIO ATTORNEY GENERAL


BRENDA J. GOHEEN
Chief Negotiator, FOP, OHIO Labor Council


MIKE DEWINE
Attorney General of Ohio

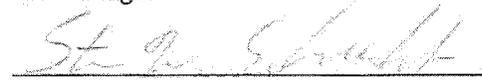

ANDY L. MULNIX
Negotiating Team


KATHLEEN MADDEN
Director of HR

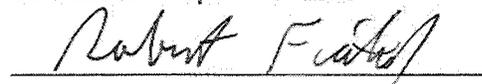

ERIC T. LEINHART
Negotiating Team


BETH MANTLE ROSSI
HR Manager


LARRY J. MCCOY
Negotiating Team


STEVE SCHIERHOLT
BCI Assistant Superintendent


JONATHAN BANKS
Negotiating Team


ROBERT FIATAL
OPOTA Executive Director


LYNNETTE RODRIGUE
Negotiating Team


KEESHA MITCHELL
Health Care Fraud Section Chief


GARY JOHNSON
Negotiator

**WAGE RATE APPENDIX
BU 46 RATES**

Pay Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
6	\$15.28	\$15.80	\$16.29	\$16.78	\$17.28				
	\$31,782.40	\$32,864.00	\$33,883.20	\$34,902.40	\$35,942.40				
7	\$16.11	\$16.52	\$17.02	\$17.53	\$18.13	\$18.82			
	\$33,508.80	\$34,361.60	\$35,401.60	\$36,462.40	\$37,710.40	\$39,145.60			
9	\$18.15	\$19.10	\$20.07	\$21.06	\$22.13				
	\$37,752.00	\$39,728.00	\$41,745.60	\$43,804.80	\$46,030.40				
27	\$15.57	\$16.11	\$16.52	\$17.02	\$17.53	\$18.13	\$18.82		
	\$32,385.60	\$33,508.80	\$34,361.60	\$35,401.60	\$36,462.40	\$37,710.40	\$39,145.60		
28	\$16.52	\$17.02	\$17.53	\$18.13	\$18.82	\$19.53	\$20.38		
	34,361.60	35,401.60	36,462.40	37,710.40	39,145.60	40,622.40	42,390.40		
29	\$17.53	\$18.13	\$18.82	\$19.53	\$20.38	\$21.30	\$22.30		
	36,462.40	37,710.40	39,145.60	40,622.40	42,390.40	44,304.00	46,384.00		
30	\$18.82	\$19.53	\$20.38	\$21.30	\$22.30	\$23.26	\$24.45		
	\$39,145.60	\$40,622.40	\$42,390.40	\$44,304.00	\$46,384.00	\$48,380.80	\$50,856.00		
31	\$20.38	\$21.30	\$22.30	\$23.26	\$24.45	\$25.67	\$26.91		
	\$42,390.40	\$44,304.00	\$46,384.00	\$48,380.80	\$50,856.00	\$53,393.60	\$55,972.80		
32	\$24.62	\$25.60	\$26.79	\$28.00	\$29.25	\$30.58	\$31.91	\$33.37	\$34.03
	\$51,209.60	\$53,248.00	\$55,723.20	\$58,240.00	\$60,840.00	\$63,606.40	\$66,372.80	\$69,409.60	\$70,782.40
S A	\$18.82	\$20.38	\$21.30	\$22.30	\$23.26	\$24.45	\$25.67	\$26.91	
	\$39,145.60	\$42,390.40	\$44,304.00	\$46,384.00	\$48,380.80	\$50,856.00	\$53,393.60	\$55,972.80	

APPENDIX A GENERALIZED JOB CLASSIFICATION

Part I Interview

Pursuant to Article 27 of the current Labor Agreement, the parties developed guidelines to be utilized by interview teams when filling vacant unit 46 positions. The parties involved in the formulation of these guidelines are the Ohio Attorney General (AG) and the Fraternal Order of Police (FOP).

A written interview and scoring key should be developed for a vacancy at the time management decides to fill the vacancy. The interview shall be developed and ultimately utilized by a three (3) member interviewing team. This team shall be comprised of one (1) employee from the section with the vacancy, one employee from the Human Resources staff and one employee with relevant subject area expertise appointed by the FOP. If there is a disagreement regarding a specific legitimate question, the question shall be asked and scored by all panel members.

The interview shall be broken down into three (3) sections; general questions, classification questions and position specific questions. The following is a brief description of each of the three sections;

General Questions (10 points): Questions about general qualifications, education and experience as it relates to law enforcement. This may also include definition and situational questions relative to general law enforcement.

Classification Questions (20 points): Classification specific questions regarding pertinent qualifications, education and experience. This may include, but not be limited to, questions regarding worker characteristics and generic duties and responsibilities of a particular classification.

Position Specific Questions (30 points): Position description specific questions regarding pertinent qualifications, education and experience. This may include questions which are facility specific, demonstrate proficiency or are related to the actual position.

Part II Seniority

- A. **Generalist Positions (maximum 20 points):** (Includes Narcotics, SIU, Environmental and Health Care Fraud) Applicant would receive one (1) point for each year of service within the bargaining unit.
- B. **Specialized Positions (maximum 20 points):** (Includes Crime Scene, Computer Crimes, Financial Investigations, Technical Operations and OPOTA Instructor positions) Applicant would receive two-thirds (2/3) point for each year of service within the bargaining unit.

Part III Background

- A. **Education (maximum 10 points)**
 - Associate Degree – 2 points (only if the applicant does not possess at least a bachelor's degree)
 - Bachelor's Degree – 7 points
 - Master's Degree – 10 points
- B. OPOTA Courses related to advertised positions (maximum 10 points)

Courses taken at OPOTA by employees as related to the advertised positions shall be evaluated by the interview committee at its discretion. OPOTA training opportunities to be available to members as referenced in Article 19.

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF:

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

}
} Case No(s): 12-MED-04-0442
} (UNIT 46)
}

and,

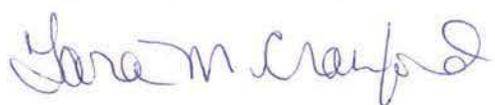
STATE OF OHIO,
OFFICE OF THE ATTORNEY GENERAL,
EMPLOYER.

}
}
}
}
}
}
}

FILING OF THE COLLECTIVE BARGAINING AGREEMENT

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

Respectfully Submitted,



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

cc: Mr. Gary Johnson
gjohnson@jmslaw.net