

2009-2012 Unit 2 CONTRACT CHANGES

This is a review of the substantive changes made to the current contract through the negotiation, mediation and fact finding process. Articles in **Bold** reflect amended/new language or language which was the subject of considerable negotiation. **Please note; this reference document reflects the changes that will be in the contract if the contract is not rejected**

Article 1, Agreement -- no change

Article 2, Purpose -- no change

Article 3, Grammar -- no change

Article 4, Effect of Agreement -- no change

Article 5, Conflict and Amendment -- (third paragraph) Extend Memoranda of Understanding through this agreement and provide for assembly and review by labor and management.

Article 6, Management Rights -- no change

Article 7, Union Recognition and Security -- Specifically refers the issue of extra/special duty to Labor Management Committees with goal of acceptable guidelines.

Article 8, No Strike/Lockout Provision -- no change

Article 9, Non-Discrimination / Probationary Period -- no change

Article 10, FOP Time -- no change

Article 11, Dues Deduction -- no change

Article 12, Ballot Boxes and Elections -- no change

Article 13, FOP/OLC Bulleting Boards -- no change

Article 14, Health and Safety -- no change

Article 15, Joint Committees -- no change

Article 16, Employee Assistance Program -- no change

Article 17, Personnel Files -- no change

Article 18, Administrative Investigations -- Notice of status of investigation: Under the new language an inquiry regarding the status of an investigation must be met and lowers the time to notify the subject of an investigation if no action is to be taken.

18.02 (New 10) Upon an employee or the Union's inquiry to the Agency's Labor Relations or Human Resources Department and provided there are no extenuating circumstances, the Employer will inform the employee or the Union within ten (10) working days of the specific status of an investigation of which the employee is the subject.

18.07 No Disciplinary Action Taken -- changed requirement for notification from 60 to 30 days if no action is to be taken.

Article 19, Disciplinary Procedure -- no change

Article 20, Grievance Procedure

20.08 (1.) Permanent Arbitrators -- provides for an additional arbitrator and for dismissal from the arbitration panel if both parties agree.

NOTE: Management had proposed changes in location and time of arbitrations.

Article 21, Work Rules -- no change

Article 22, Hours of Work and Overtime

22.02 For those working shifts, provides for a minimum of one shift selection per year and any time a position is opened up

Article 23, Temporary Working Level -- no change

Article 24, Shift Trade -- no change

Article 25, Riding with Members of the Bargaining Unit -- no change

Article 26, Residency -- no change

Article 27, Reporting on Duty Illness or Injury

Beginning with injuries which occur on or after November 1, 2009, persons on Workers Compensation will receive salary continuation without charges to sick or other form of leave. The member must follow Worker's Comp guidelines and continue required treatment under Worker's Compensation. This will apply for up to 480 hours. Members will continue to accrue sick and personal leave within the requirements of the contract but will not accrue vacation. If the Worker's Compensation claim is denied or if the member becomes disqualified from receiving Worker's Compensation, after all appeals are denied, the member will be able to substitute paid sick, vacation or personal leave for the time used or reimburse the employer.

If the employee elects to use paid leave instead of salary continuation and Worker's Compensation "lost wages" is subsequently granted, the employee will be able to buy back such leave.

The employee shall be examined by a physician from an "approved physician list" which -- instead of just being declared by Workers Compensation" -- will be developed by a joint labor-management committee. This requirement is waived if there is no approved physician list for the member's area.

The parties will jointly provide training on this new program.

Members will continue to be eligible for Transitional Return to Work under the same circumstances as currently exist.

Members who are receiving lost time benefits, or who are awaiting approval for such a claim -- and are not receiving any other benefits -- will receive fully paid health insurance for up to 24 months. If the member is, instead, receiving OIL, Hostage Leave or receiving salary continuation, he or she will continue to be responsible for their share of the health insurance contribution.

Article 28, Medical Examinations -- no change

Article 29, Uniforms, Equipment, Vehicles

New 29.06 -- Employers will provide two bottles of water to employees for extended trainings and unusual work assignments.

New 29.07 -- In compliance with departmental rules and regulations, Department of Public Safety members are authorized to carry a division-issued or division-approved firearm while off duty and off duty carry regulations in the Department of Natural Resources are referred to Labor-Management Committee for look at changes and uniformity.

New 29.08 -- Arming of Mental Health and Mental Retardation and Developmental Disabilities Police Officers. After lengthy discussions at the bargaining table and through the mediation process, no agreement could reasonably be reached so the matter was submitted to the fact-finder for arguments at hearing - - focusing, at the direction of the fact-finder, on arming via Tasers. The Fact-finder recommends that at least one Taser or equivalent thereof be provided for each Mental Health and Mental Retardation and Developmental Disabilities facility to be used only while patrolling outside the buildings, according to rules and regulations established by the department.

NOTE: The FOP had proposed modest increases in the clothing allowances but did not prevail.

Article 30, Compensation for Lost or Damaged Personal Property -- no change

Article 31, Promotions and Transfers --31.05 (Physical Fitness Qualifications) After lengthy discussions at the bargaining table, and examination by a joint subcommittee, the physical fitness standards will remain mandatory for the portion of the bargaining unit which has mandatory requirements now. However, the mandatory nature of the requirements as well as the investigation of alternative standards are referred to a joint committee. This committee must report by December 31 2010 with agreed upon alternatives implemented in the next testing period. During the time the committee is meeting, those with approved medical prohibitions to testing, will not be harmed. Also during the time that this committee is meeting, any member who fails a mandatory test under current conditions, will receive an additional testing period along with an additional 30 days to perform the test.

NOTE: The FOP had proposed modest increases in the stipends but did not prevail.

Article 32, Standards of Performance -- no change

Article 33, Reassignments and Required Transfers -- no change

Article 34, Seniority -- 34.05 Seniority Lists. Social Security numbers will continue to be the tie breaker but no part of the Social Security Number will appear on any public lists.

Article 35, Reduction in Force -- 35.04, Placement. Clarifies that the union and the employer may place an employee in an existing vacancy even if that vacancy might not normally be available for bumping provided that such placement does not result in a promotion. This placement will not affect an employee's recall rights.

Proposed new 35.08. The FOP proposed, in response to management demands for concessions, that the number of members in each division or department which exists on July 1, 2009 shall be the minimum number of members throughout the course of this contract. Extensive discussions and mediation failed to resolve the issue so the matter was referred for argument at fact-finding and the fact-finder does NOT recommend our proposal.

Article 36, Education and Training, 36.02 and .03 -- Provides that if the state has provided the OPOTC Certified Basic Peace Officer training, and if the employee voluntarily leaves employment within 24 months after completion of this training, the employee shall repay the cost of the training.

Article 37, Vacation Allowance -- Without changing the amount of vacation, the member will accrue vacation while they are working rather than waiting for a "dump" of vacation time after it has been earned. This will mean, for example, that even probationary employees will show vacation accrual during their probation -- to be used after their probationary period.

Beginning July 1, 2010 will be, upon presentation of documentation of previous service with the state or Ohio National Guard or any political subdivision of the state such as a county or city, will have that service counted for the purpose of accruing vacation. The first two are currently in the contract by reference to service with the state but service with a political subdivision is new. This also provides that, as is currently, the case, a member may not double-count time with the National Guard and another agency.

Article 38, Holidays current language-- Management proposed that so-called "cost savings days" be accomplished for Unit 2 through a deletion of holiday pay for two years. After much vehement discussion at the bargaining table, this language will remain current, except that part time employees will have their cost savings days paid for by losing holiday pay. The FOP vigorously opposed this and prevailed at mediation so the language remains as it is.

Article 39, Personal Leave. 39.02. As part of the cost-saving concessions, there will be a freeze on personal leave accrual beginning August 1, 2009 through July 31, 2011. During this period, existing personal leave may be used and, if the employee has no personal leave or exhausts his or her accrued leave, the member may designate up to 8 hours of vacation or compensatory time per quarter which they may use in the same manner as if it were personal leave. Accrual will be resumed in the first pay after August 1, 2011. The FOP opposed this management proposal but did not prevail at mediation.

NEW 35.12 Restoration. Members on active pay status, or on unpaid military leave, FMLA leave, pregnancy leave, or extended illness leave, on June 18, 2011, will receive a one time credit of additional sick leave (32 hours for full time and 16 hours for part time.)

Further, Members on active pay status, or on unpaid military leave, FMLA leave, pregnancy leave, or extended illness leave, on June 18, 2011, will receive a one time lump sum payment (32 hours for full time or one-half of the personal leave lost whichever is less and 16 hours for part time.) This pay is not subject to PERS withholding.

Article 40, Sick Leave 40.02 provides that any sick leave used for time spent hospitalized overnight, if the usage is for the employee, spouse or child residing with the employee, will be paid at 100% during the 40.1 to 80 hour usage period. This will also be true for outpatient surgery and the hours used before and after the outpatient surgery. Additionally, if sick leave is requested 30 days in advance for a pre-scheduled medical appointment for the same people, the member may choose to supplement, from available sick leave balances, this leave to 100% payment if he or she makes the request to supplement at the same time as the leave request is made and if he or she presents a doctor's statement on the first day of returning to work after such leave usage.

40.06 regarding health insurance coverage while on Worker's Compensation has been moved to the section on Worker's Compensation.

Article 41, Leave for Disaster Relief Services -- no change

Article 42, Occupational Injury Leave --

Provides coverage for permanent employees.

Defines psychological condition allowability for the first time if certified by a professional from the "approved physicians" list.

Clarifies the conditions allowable as now but, under "allowed physical condition" adds that a "substantial aggravation of a pre-existing condition" is allowable it meets the other work-related requirements.

Except in the case of an emergency room treatment, the member must be examined by an "approved physician" from the worker's compensation list referenced above. The initial diagnosis must occur within 48 hours of the injury and treatment by this physician is to begin within 7 days of the injury and continue as necessary.

Clarifies the current situation that "up to" 960 hours can be approved.

Clarifies the current rules for the contract including the need to apply for Worker's Compensation.

Specifies that the employee needs to prove that the injury meets the requirements of OIL, as is the case now, so OIL can be granted instead of Worker's Compensation.

Provides that the injury may not arise out of misbehavior or negligence on the part of the employee.

The member may elect to receive Worker's Compensation instead of OIL up to maximum medical improvement. This is true for either Worker's Compensation or OIL (but only up to 960 hours, in the case of OIL).

If the OIL claim is denied and Worker's Compensation is pending determination, the member may receive salary continuation up to 480 hours (minus any amounts already paid by OIL). Any time wrongfully granted may be repaid with sick, vacation or personal leave or be reimbursed.

While on OIL, the member will continue to accrue sick and personal leave according to those sections but not vacation.

Once OIL is granted, the member does not need to call in according to the department's procedures unless on transitional return to work. The employee is responsible for notifying the department of the date on which he will be able to return to work.

Appeals procedure is to be facilitated by first submitting additional information to DAS and the DAS will notify both the employee and the union of the outcome.

If the appeal is disapproved, rather than going through the lengthy grievance/arbitration procedure, the FOP may request to the Office of Collective Bargaining for a panel to review and determine. The panel will consist of a representative of the FOP and a OIL-trained representative of an agency different from the employing agency (neither can be employed by the agency being appealed) as well as a member or designee of the State Employment Relations Board. (The SERB is the state agency which is in charge of maintaining lists of arbitrators who can act as mediators, fact-finders and interest arbitrators) The SERB designee will not be subject to the lengthy docketing procedure now necessary for the selection of an arbitrator. The SERB representative will be the only voting member but the FOP and agency representative will be on the panel for review of the appeal with the SERB designee. This panel will begin within 14 days of the request by the union, review the claim, and issue a final and binding determination within 3 days after the review. If the member is on Worker's Compensation during the appeal, benefits will continue during the process. If the appeal is granted the agency will work with the member to reimburse Worker's Comp from the OIL funds awarded or otherwise if the parties agree.

Provides for disqualification from OIL benefits for:

- 1. falsification**
- 2. engages in sustained employment in a job inconsistent with medical or psychological restrictions**
- 3. the employee is separated from state service**
- 4. the employee is incarcerated**

Additionally, the program allows for a transitional work program if on salary continuation in addition to the already existing situations. (NOTE: The FOP had proposed a guarantee of some kind of this “light duty” but did not prevail)

The employee must, as now, participate in transitional return to work if offered except that the employee may now refuse to do so if he or she returns the time used while able to do the light duty.

If the transitional program is fewer hours than the employee’s regular duties, the member may supplement by using unused OIL, or salary continuation to bring him/herself up to full pay.

Provides for flexing time, if the light duty is full time, for any appointments or for the use of unused OIL or salary continuation for up to 3 one hour appointments per week. This is about the same as now, except that the new salary continuation benefit can be used.

(NOTE; THESE BASICALLY OUTLINE REQUIREMENTS IN THE CONTRACT THAT EXIST NOW AS PROCEDURES AND RULES OF DAS. THIS WILL ALSO PROVIDE INPUT FROM THE UNION IN THE APPEALS PROCESS IN ADDITION TO THE MEMBER, AND SPEED THE FINAL AND BINDING DETERMINATION OF APPEALS -- BY A TRAINED AGENT OUTSIDE THE AGENCY.)

Article 43, Disability Leave -- For any claims filed after July 1, 2009, the benefit will be 67% for the full time rather than the current 70% for the first 3 months and 50% for the next 9 months.

Additionally, an editorial change is made to remove language referring to 2007.

(The FOP did not prevail on removing limits for the length of time disability may be granted.)

Article 44, Hostage Leave -- no change

Article 45, Leaves of Absence without Pay -- no change

Article 46, Court Leave -- 46.01 clarify that the officer will be released with pay from his regular work day for court leave no matter what shift he or she was scheduled to work.

Article 47, Military Leave -- no change
Article 48, Leave for Disaster Relief Services -- no change
Article 49, Olympic Competition Leave -- no change
Article 50, Life Insurance -- no change

Article 51, Group Health Insurance -- Specifies and incorporates, as now, changes to health insurance from the Joint Health Care Committee as outlined in the OCSEA Contract. This continues the 85/15 % split but including a \$12.50 % monthly charge for including a spouse as a dependent. This also provides for the state to fully fund Union Benefits Trust benefits including dental and vision benefits.

Article 52, Indemnification of Members -- no change
Article 53, Death of a Member of the Bargaining Unit -- no change
Article 54, Payment of Personal Earnings to a Deceased Member -- no change

Article 55, Wages

There is no wage increase included for the three years of this contract. (NOTE: the FOP had proposed increases based on actual tax collections for the next fiscal year)

Step increases will be frozen for the first two years of this contract. (NOTE: the FOP vigorously opposed this on the grounds that some of the members will have experienced such a freeze twice while working their way through the steps). Steps will be resumed in 2011.

“Cost Savings Days” For the first two years of the contract, each member will take ten days off without pay, to be selected after reasonable “black out” days are promulgated. The ten days off will not, themselves, be unpaid but will be reflected in an approximate 3.8% reduction in pay for this time period. While the days off will not constitute active pay status, this time will not negatively affect leave accruals or health insurance. (NOTE: This is as opposed to giving up holiday pay which will continue as usual but at the lower rate of pay)

Article 56, Longevity Pay -- clarify that, in accordance with state regulations, an individual who has retired from another state retirement system and subsequently goes back to work for the state may not have his previous service that led to retirement count for accruing longevity.

Article 57, Shift Differential --1. Remove duplicate and redundant sentences. 2. No change in benefit.

Article 58, Use Of Technology -- no change

Article 59, Travel -- raised the minimum for mileage reimbursement from 40 to 45 cents, provides for quarterly review of the allowance by the Office of Budget and Management and provides that, under no circumstances will the reimbursement rate for members be lower than that set for exempt employees.

Makes editorial changes to remove language referring to 2006 and provides for deposit to the same financial institution as pay is deposited. Changes the “Auditor of State” to Board of Deposits (editorial only)

After October 1, 2009, provides for lodging reimbursement according to the U.S. General Services Administration guidelines via the Office of Management and Budget. This allows a higher reimbursement in areas of the state where hotel rates are higher.

Article 60, ODNR Wildlife and Watercraft Divisions Supplement; Department of Commerce Supplement -- The FOP proposed modest increases in home office supplements and argued that none of the departments which provide home office supplements are fully funded by the state’s General Revenue Fund but, instead, have additional independent sources of income. The FOP did NOT prevail on this issue.

Article 61, Definition of Emergency -- no change

Article 62, Copies of the Agreement -- no change

Article 63, Intra Office Mailing System -- no change

Article 64, Erroneous Wage Payments -- no change

Article 65, Classification --

(NEW) 65.03 Pay Range Assignments. Each year beginning in 2010, the union may select up to two classifications or one classification series for a classification review study to commence prior to September 1. Provides for joint union-management training for members on the completion of position description questionnaires (PDQs). Provides that such information may not be used to reduce a pay range assignment. Provides that any upward pay adjustments not be effective before the pay period which includes July 1, 2011. Provides that no employee who has completed probation will be assigned to step one even if that is the one closest to what he is currently being paid. Provides that employees who are upgraded will maintain their current anniversary date rather than having it reset to the date of the upgrade.

Article 66, Absence Control Policy -- no change

Article 67, Joint Statement Regarding Client Abuse and Neglect -- no change

Article 68, Duration

The effective date of this Agreement shall be July 1, 2009 as approved by the parties hereto. It shall remain in full force and effect until June 30, 2012, at 11:59 p.m.

“ME TOO CLAUSE” Since the outcomes of at least two contract negotiations were still unknown at the time of mediation/fact-finding, our contract also contains a provision that we will have the same economic benefits if they somehow break the state pattern.

Appendix A, Classifications -- no change

Appendix B, Layoff Jurisdictions -- no change

Appendix C, Voluntary Cost Savings Program -- no change

Appendix D, Reserved for future use -- no change

Appendix E, Drug Free Workplace Policy -- no change

Appendix F, Peak Seasons -- Management had proposed a massive changes which would have allowed them to define peak seasons at will and independently of the union. That did not prevail. The only change is the addition of the second weekend of deer gun season for Wildlife.