

## 2006-2009 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 agreed upon via the negotiation/mediation process and Articles in **Bold** with asterisks (\*\*\*\*) are the items that we have taken to the Fact-finder. **Please note; this reference document reflects the exact language that will be in the contract; NOT words that have been stricken. Again, this is the exact NEW wording of any and all affected contract language.**

Article 1, Agreement -- no change

Article 2, Purpose -- no change

Article 3, Grammar -- no change

### **Article 4, \*\*\* Total Agreement**

**This Agreement represents the entire agreement between the Employer and the Union and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, practices and benefits previously and presently in effect, may be modified or discontinued at the sole discretion of the Employer. This section alone shall not operate to void any existing or future ORC statutes or rules of the OAC and applicable federal law.**

**Article 5, (Conflict and Amendment) (third paragraph) “All memoranda or understanding, amendments, letters of intent, or any other mutually agreed to provisions, shall be reviewed by the FOP, the Office of Collective Bargaining (OCB), and agency representatives for determination of their force and effect. Unless otherwise mutually agreed by the parties, those memoranda of understanding, amendments, letters of intent, or any other mutually agreed to provisions entered into prior to July 1, 2003, shall expire and have no further force and effect upon the expiration of this agreement, except those which have or do confer an economic benefit. The Office of Collective Bargaining will be responsible for assembling all such mutual agreements.**

**Article 6, (Management Rights) \*\*\* The Labor Council agrees that all of the function, rights, powers, responsibilities and authority of the Employer, in regard to the operation of its work and business and the direction of its workforce which the Employer has not specifically abridged, deleted, granted or modified by the express and specific written provision of the Agreement are, and shall remain, exclusively those of the Employer. Additionally, the Employer retains the rights to: 1) hire and transfer employees, suspend, discharge and discipline employees; 2) determine the number of persons required to be employed or laid off; 3) determine the qualifications of employees covered by this Agreement; 4) determine the starting and quitting time and the number of hours to be worked by its employees; 5) make any and all rules and regulations; 6) determine the work assignments of its employees; 7) determine the basis for selection, retention and promotion of**

employees to or for positions not within the bargaining unit established by this Agreement; 8) determine the type of equipment used and the sequences of work processes; 9) determine the making of technological alterations by revising the process or equipment, or both; 10) determine work standards and the quality and quantity of work to be produced; 11) select and locate buildings and other facilities; 12) transfer or sub-contract work; 13) establish, expand, transfer and/or consolidate, work processes and facilities; 14) consolidate, merge, or otherwise transfer any or all of its facilities, property, processes or work with or to any other municipally or entity or effect or change in any respect the legal status, management or responsibility of such property, facilities, processes or work; 15) terminate or eliminate all or any part of its work or facilities,

Article 7, Union Recognition and Security -- no change

**Article 8, (No Strike/Lockout Provision) \*\*\***

**8.01 - Union Prohibition**

The Union does hereby affirm and agree that during the term of this Agreement it will not either directly or indirectly, call, sanction, encourage, finance or assist in any way, nor shall any employee instigate, or participate, either directly or indirectly, in any strike, slowdown, walkout, work stoppage or the withholding of services from the Employer. Nothing herein is intended to restrict in any way the Union's right and ability to represent any member or members alleged to have violated the prohibitions set forth in this section.

**8.02 – Affirmative Duty**

In addition, the Union shall cooperate at all times with the Employer in the continuation of its operations and services and shall actively discourage any attempt to prevent any violation of this Article. If any violation of this Article occurs, the Union shall immediately notify all employees that the strike, slowdown, work stoppage, or other concerted interference with or the withholding of services from the Employer is prohibited, and not sanctioned by the Union. The Union will inform all employees of their obligation to return to work immediately.

**8.03 – Disciplinary Actions**

It is further agreed that any violation of the above shall be automatic and sufficient grounds for immediate disciplinary action. Any such disciplinary action may be appealed pursuant to Article 20 herein contained.

**8.04 – Employer Prohibition**

The Employer agrees that it shall not lock-out any employees.

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

Article 10, FOP Time -- no change

**Article 11, Dues Deduction**

**11.04 (Religious Accommodation Pursuant to Title VII)**

An employee may file notice with the Labor Council, at its Central Office, challenging the deduction of fair share fees on the basis of bona fide, sincerely held religious beliefs under Title VII. The notice must contain a current mailing address and the

social security number of the employee. Upon receipt of said notice, the Labor Council shall notify the Office of Collective Bargaining (OCB) in writing that the fair share fees of the employee are to be withheld, but not remitted to the Union, until further notice. The Labor Council shall forward an "Application for Religious Exemption" to the employee for completion.

The application shall be reviewed for approval within sixty (60) days of receipt. Should the parties be unable, within this time period, to resolve this matter by either a written agreement or withdrawal of the application, the matter shall be set for arbitration. Similarly situated applications may be scheduled for arbitration collectively. The employee(s) and the Labor Council shall mutually agree upon an Arbitrator, and except as may otherwise be agreed upon, in writing, between the employee and the Labor Council, the arbitration shall be conducted in accordance with this agreement. If the parties cannot agree to an Arbitrator, then they shall secure a list of seven (7) Arbitrators from FMCS and use the alternative strike method to determine the Arbitrator. The expense of the arbitration shall be borne by the Labor Council.

The Arbitrator shall analyze the claim in accordance with the standards of Title VII and all applicable case law. If the Arbitrator determines that the employee is entitled to relief under Title VII, the Arbitrator shall direct that the appropriate portion of the fair share fee attributable to the employee be directed to a non-religious charitable organization mutually agreed upon between the employee and the Labor Council. If the Arbitrator determines that the employee is not entitled to relief under Title VII, then the application shall be dismissed. Any accommodation shall comply with Title VII. The Labor Council shall forward a copy of the arbitration decision to OCB in order to direct the payment of funds that have been withheld but not remitted to the Union, and any future fair share fees of the affected employee in compliance with the decision and this section.

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**

**17.05 (Records of verbal and written reprimands)** The retention period shall be extended by a period equal to employee leaves of fourteen (14) consecutive days or longer, except for approved periods of vacation leave and compensatory time.

#### **Article 18, Administrative Investigation**

**18.02 (#3) (Bargaining Unit Member Rights)** Notwithstanding Ohio Revised Code (ORC) 9.84, employees who are interviewed or testify during an investigation have no right to a private attorney, unless authorized by the FOP/OLC Legal Division.

**18.02 (#9) (Bargaining Unit Member Rights)** Where the affected employee is on disability, or applying for disability, and is unable or unwilling to attend the administrative investigation interview, he/she shall be offered the right to participate by telephone. The call shall be initiated via speakerphone in the presence of an FOP/OLC representative and Employer representative or designee. Failure of the employee to respond to the offer or phone call shall result in the employee's disability leave benefits being held in abeyance in accordance with Article 43.01(H), unless otherwise mutually agreed between the Union and the Office of Collective Bargaining.

#### **Article 19, Disciplinary Procedure**

**19.04 (Pre-suspension or Pre-termination Meeting) (2<sup>nd</sup> paragraph)** Where the affected employee is on disability, or applying for disability, and is unable or unwilling to attend the meeting, he/she shall be offered the right to participate by telephone. The call shall be initiated via speakerphone in the presence of the associate and Employer representative or designee. Failure of the employee to respond to the offer or phone call shall result in the meeting proceeding without his/her presence. Any action resulting from said meeting shall not be challengeable on the basis of the employee's absence or lack of participation.

**19.04 (Pre-suspension or Pre-termination Meeting) (3<sup>rd</sup> paragraph)** A member who is charged, or his/her representative, may make written request for "a one-time" continuance of up to forty-eight (48) hours. A continuance may be longer than 48 hours if mutually agreed by the parties, "but in no case longer than sixty (60) days".

#### **Article 20, Grievance Procedure**

**20.07 (Grievance Procedure) (Step 3 – Arbitration) Notifications:** Subsequent to the filing of the grievance, all notices required during the grievance and arbitration procedure may be made via e-mail with an e-mail receipt proving that notification occurred.

**20.08 (#4 Decisions of the Arbitrator)** the arbitrator shall render his/her decision as quickly as possible, but in any event, no later than "forty-five (45)" days after the conclusion of the hearing unless the parties agree otherwise.

**20.08 (#5 Limitations of the Arbitrator)** Employees who are terminated and subsequently returned to work without any discipline through arbitration, shall have the termination entry on their Employee History on Computer (EHOC) stricken.

**20.08 (#7 Discovery)** Examinations and interview assessment tools shall be released only to a Union designee who is not an employee of the State of Ohio that will use a review process that assures maintenance of security and integrity of the examination.

**20.08 (#9)** All arbitrations shall be scheduled at a time and place mutually agreed to by the parties. Any disputes over time and place will be decided by the arbitrator.

**20.11 (Representation) (#5)** In the event an employee refuses or fails to attend a mediation/arbitration hearing, the Union must, except in extraordinary circumstances, proceed with the hearing or withdraw the grievance.

Article 21, Work Rules -- no change

**Article 22, Hours of Work and Overtime \*\*\***

**22.02 Posting of Work Schedules (first paragraph)**

After the schedule has been posted it will remain in effect for the duration of the posted period and may be changed only with four (4) weeks notice of a date or in emergency situations **or employer-required training provided by non-departmental personnel.**

**22.07 Overtime and Compensatory Time**

7. For purposes of this Article, active pay status is defined as the conditions under which an employee is eligible to receive pay, and includes, but is not limited to, vacation leave, personal leave, bereavement leave and administrative leave. Sick leave **or any leave used in lieu of sick leave** shall not be considered as active pay status for purposes of this Article. Holidays observed on a scheduled work day will be considered as active pay in the computation of hours for overtime purposes.

8. Compensatory time off shall be granted at the discretion of the Employer in accordance with the operational requirements of the facility. If such use is denied, the compensatory time requested shall be paid to the employee, at his/her option, to a maximum of eighty (80) hours in any pay period. Within the Department of Natural Resources, denials of compensatory time requests based on staffing demands, during peak season requirements, may constitute undue disruption in the affected work location. Such peak times are incorporated in Appendix F. **Compensatory time is not available for use until it appears on the employee's earnings statement and on the date the funds are available.**

**22.08 (Overtime Assignment) Letter of Agreement, FOP and State of Ohio, it is recognized that emergency overtime situations generally require three types of mobilizations of personnel as follows: 1. Departmental activation of pre-determined special response teams. 2. Specifically requested qualified personnel based on the emergency (e.g. K-9 Officer). 3. General emergency qualification needs where the seniority provisions of the contract shall be utilized. 4. Any combination of the above. As utilized in Section 22.08 of the collective bargaining agreement, Ohio Department of Natural Resources Special Response Teams shall be established by mutual agreement between the Union and the Agency. These Special Response Teams shall be established no later than 180 days following the signing of this letter.**

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**

**D. in the Department of Taxation, any Tax Enforcement Agent positions posted after the effective date of this agreement shall require the employee to live within his/her assigned district, or satellite district, or counties adjoining the county in which the district or satellite district office is located.**

Article 27, Reporting on Duty Illness or Injury -- no change

Article 28, Medical Examinations -- no change

**Article 29, Uniforms, Equipment, Vehicles**

**29.03 (#1)** Plugged tires will only be used as spare tires on enforcement vehicles or enforcement vehicles utilized primarily at the state fair grounds.

**29.03 (#6)** The Department of Natural Resources, will provide a protective vest to each officer who requests such equipment.

**29.05 (Badge)** At the Employer's expense, agencies may modify the badge to indicate that it is no longer in active service.

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

**Article 31, Promotions and Transfers**

**31.01 (Vacancies) (#4)** an inter-agency transfer, **promotion, or voluntary demotion**, is an employee-requested movement to a posted vacancy in a different agency. Employees, who accept an inter-agency movement pursuant to this Article, shall serve an initial probationary period of one year. **Should the employee be selected for an inter-agency transfer to a position with a higher pay range than that currently held by the employee, the employee shall be placed in the step to guarantee an increase of approximately four percent (4%). Should the employee be selected for an inter-agency transfer to a position in the same pay range currently held by the employee, the employee shall be placed in the same step of the pay range. Should the employee be selected for an inter-agency transfer to a position in a lower pay range than that currently held by the employee, the employee shall be placed in the step closest to the employee's existing wage rate, but not to exceed the maximum step of the new pay range.**

**31.01 (Vacancies) (#5) (last paragraph)** Should an initial applicant fail to successfully complete a probationary period or other vacancies occur in the same classification, the Employer may, within one hundred eighty (180) days of the awarding the position or the initial vacancy posting, repost or select from the next highest ranked individual for the position from the initial posting. **This provision does not supersede local transfer agreements.**

**31.02 (Selection Process)** Bargaining unit members will be polled to select transfer options on a regular basis, **but no less than annually. Employees serving either in an initial probationary period, trail period or promotional probationary period, shall be permitted to bid on job vacancies, but will not be eligible for selection to such vacancy until the completion of their probationary period, unless this limitation is waived by the Employer. The Waiver of this restriction and the non-selection of probationary employees shall not be grievable.**

**31.02 (Selection Process)** The Employer will also establish an interview panel to select candidates for promotional/lateral transfer opportunities. This selection option shall constitute a promotional/lateral transfer examination, and the candidates shall be ranked from lowest to highest for the purposes of making a selection for the vacancy, with the highest ranking individual being selected. **This ranking shall be valid for up to six (6) months from its origination date provided that all members who will be**

eligible for promotion or lateral transfer during that period have had the opportunity to complete the selection process. Upon request, examinations and interview assessment tools administered by the Employer pursuant to this article shall be released only to a Union designee who is not an employee of the State of Ohio that will use a review process that assures maintenance of security and integrity of the test.

**31.03 (Probationary Period)** If an employee in an entry-level classification for a division is promoted while in his/her initial probationary period, he/she will be required to complete balance of the initial one-year probationary period or six (6) months, whichever is greater, **except for employees promoted from cadet to the Wildlife Officer classification who shall serve an initial probationary period for one-year from the date of the promotion.**

**31.05 (Physical Fitness Qualifications)**

**31.05 A.** Management will incorporate the “**OPOTC Basic Training Program Physical Fitness Standards**” into the **applicable** classifications covered by this Agreement. These minimum fitness standards will be included as minimum qualifications for all **applicable** Unit 2 classifications in a manner consistent with Section B of this Article. **Effective January 7, 2007, the minimum passing standard for employees shall be forty (40) percent graduation level, except new hires at the time of the time of initial employment.**

**31.05 B.** Minimum fitness standards shall be in the form of a work rule and the provisions of Article 21 shall be applicable. Management will provide voluntary testing and voluntary compliance of “**OPOTC Basic Training Program Physical Fitness Standards**” to all employees hired before January 1, 2004. Mandatory testing and mandatory compliance of “**OPOTC Basic Training Program Physical Fitness Standards**” to all employees hired after January 1, 2004. **Departments covered by this Agreement may, at their discretion, opt out from the proceeding mandatory testing requirement and offer voluntary testing.**

**31.05 C.** All employees successfully completing the minimum standards of the annual physical fitness test shall receive a bi-weekly fitness allowance of ten dollars (\$10.00). **Effective July 1, 2007, any employee scoring fifty (50) percent shall receive a bi-weekly fitness allowance of twenty dollars (\$20.00) and any employee scoring sixty (60) percent or higher shall receive a bi-weekly fitness allowance of thirty dollars (\$30.00).** The fitness allowance shall be paid to employees **commencing within thirty (30) days** subsequent to the successful completion of the fitness test. **Employees who are not mandatorily required to take the physical fitness exam will receive the above allowance if they voluntarily take and pass the exam.**

**31.05 D.** Any employee who is mandatorily required to take the physical fitness exam and fails shall be allowed to take the exam two (2) additional times within ninety (90) days of taking the initial exam. Failure to pass the exam within this period will result in the employee’s removal. Employees voluntarily taking the exam are not eligible for subsequent testing. Employees who are sick or injured and medically incapable of taking the exam when it is scheduled may, with proper medical reports, be excused from taking the exam during their period of disability, which shall not exceed one (1) year from the date the exam was previously scheduled. The Employer may require an examination from an Employer appointed physician to verify the medical excuse prior to or as a condition of continuing the granting of the testing delay.

Article 32, Standards of Performance -- no change

Article 33, Reassignments and Required Transfers -- no change

**Article 34, Seniority**

**34.04 Credit Conversion Process (Stricken in its entirety)**

**34.05 Seniority Lists**

The Employer shall prepare and maintain seniority lists of all employees and shall furnish said lists semi-annually to the Labor Council. Such lists shall include the name, current classification, Bargaining Unit Seniority, Classification Seniority, last date of hire, and the last four (4) numbers of their social security number for each bargaining unit employee and location of employees. **Where available, these lists may be provided in an electronic format.**

Article 35, Reduction in Force -- no change

**Article 36, Education and Training**

**36.01 All training required by FEMA to be provided under the “National Incident Management System” (NIMS) will be provided to all employees required by NIMS.**

**36.05** The Employer will offer, through the administration of the Department of Administrative Services, the tuition, seminar and conference fund. The fund will make available \$75,000 in each fiscal year for fees and expenses for attendance at seminars, workshops, conferences and for tuition reimbursement. **Beginning July 1, 2007, the fund will make available \$100,000 each fiscal year.** Subject to the limitations of the fund, each employee shall be eligible for an amount not to exceed twenty-five hundred (\$2,500) dollars for tuition reimbursement of which a total of one thousand (\$1,000) dollars may be used for seminars, workshops or conferences. **Beginning July 1, 2007, the amounts shall increase to three thousand (\$3000) dollars and one thousand five hundred (\$1,500) dollars, respectively.**

**Article 37, Vacation Allowance**

**37.06 Newly accrued vacation leave is not available for use until it appears on the employee’s earnings statement and on the date the funds are made available.**

**Article 38, Holidays**

**38.01 (List of Days) (#11)** any day declared as a **holiday** by the Governor of the Governor of the State of Ohio or the President of the United States.

**38.02 (Holiday Pay) (#2)** Employees who area scheduled to work and call off sick **the day before, the day of, or the day after** a holiday shall forfeit their right to holiday pay for that day, **unless there is documented, extenuating circumstances which prohibit the employee from reporting for duty.**

**Article 39, Personal Leave**

**39.11 (Leave Availability)** newly accrued personal leave is not available for use until is appears on the employee’s earnings statement and on the date the funds are made available.

**Article 40, Sick Leave**

**40.02 (fourth paragraph)** the amount of sick leave charged against an employee's accrual shall be the amount used, charged in units of one-tenth (1/10) hour. Employees shall be paid for sick leave, at the rates specified below for each usage period. A new usage period will begin with the **pay check that includes December 1<sup>st</sup>**. A new usage period will begin each year of the Agreement.

**40.05 Carry-Over and Conversion**

Employees will be offered the opportunity to convert to cash any part of their sick leave accrued and not used for **the proceeding** 12 month usage period. **Payment will be made in** the first paycheck in December is issued each year at the following rates:

Number of hours subject to Cash Conversion	% of Regular Rate
80	80%
72 -79.9	75%
64 to 71.9	70%
56 to 63.9	65%
48 to 55.9	60%
47.9 and less	55%

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

Article 42, Occupational Injury Leave -- no change

**Article 43, Disability Leave \*\*\***

**43.01 Disability Program**

Eligibility and administration of disability benefits shall be pursuant to current Ohio Law and the Administrative Rules of the Department of Administrative Services **except for** the following modifications and clarifications:

**A. Any full-time permanent employee with a disabling illness, injury, or condition that will last more than fourteen (14) calendar days and who has completed one (1) year of continuous state service immediately prior to the date of the disability may be eligible for disability leave benefits.**

**B. To be eligible for disability leave benefits, an employee must be disability separated pursuant to Administrative Rule 123:1-33-02 or 123:1-33-03; or in active pay status or approved sick leave; or on approved disability leave; or approved leave of absence pursuant to Administrative Rule 123:1-34-01 or the terms of this Agreement for the employee's personal medical reasons. Employees alleging conditions precluded by OAC 123:1-33-14 are not eligible for disability benefits, unless the exceptions of the section are met. An application for disability benefits based on a diagnosis of a mental disorder, including but not limited to, psychosis, mood disorders, and anxiety, must be confirmed by a licensed mental health provider authorized by the Employer's mental health administrator. Where the initial application is accompanied by the opinion of such provider, it shall be processed accordingly.**

**However, where the diagnosis is submitted by any other medical professional, the Employer shall make expeditious arrangements for the required examination by the licensed mental health provider. Approval of the application will be contingent upon receipt of substantiation from such provider. In the event the examination is outside the parameters of the employee's mental healthcare plan, the cost of the examination shall be borne by the Employer.**

**C.** Part-time or established term regular employees who have worked fifteen hundred (1500) or more hours within the twelve (12) calendar months preceding disability shall be entitled to disability benefits based upon the average regular weekly earnings for weeks worked over that twelve (12) month period.

**D.** **Effective for all claims filed on or after July 1, 2006, disability benefits will be paid at 70% of the employees base rate of pay for the first three (3) months, and 50 % for the next nine (9) months, and shall be entitled to receive disability leave benefits up to a lifetime maximum of twenty-four (24) twelve (12) months. All employees receiving payments under Article 43 prior to July 1, 2006 shall be paid according to the terms of Article 43 contained in the Collective Bargaining Agreement which expired on June 30, 2006. The utilization of disability leave prior to July 1, 2006 and the continuation of any disability leave past July 1, 2006 shall not be counted against the above one (1) year maximum. Employees who are grandfathered under the previous provisions of Article 43 shall continue to only receive benefits under such provisions until their instant disability leave is terminated, either by recovery and ability to return to work, expiration of the time period allocated to that disability claim, the lifetime maximum limits or termination of employment. Thereafter any claim filed shall be administered in accordance with the new provisions of this Article, effective July 1, 2006.**

**E.** Employees will participate in transitional work programs mutually agreed to by the parties and as provided for in the applicable Administrative Rules. The Employer agrees that transitional work programs will not violate the provisions of the Family and Medical Leave Act. An employee will continue to receive disability leave benefits for the hours the employee is unable to work while the employee participates in an authorized transitional work program.

**F.** Pursuant to OAC rule 123:1-33-14, employees who have been denied Workers' Compensation lost time benefits for an initial claim, may file an application for disability leave benefits twenty (20) days from the notification by the Bureau of Workers' Compensation of the denial of an initial claim.

**G.** **Disability separations shall be made pursuant to OAC 123:1-33. The Employer's decision to disability separate an employee or to deny reinstatement from an involuntary disability separation shall not be grievable but shall be exclusively subject to appeal through the State Personnel Board of Review (SPBR).**

**H.** **In the event an employee submits an application for disability leave after either (1) the employee has received notice that he/she is under investigation for possible disciplinary action or (2) where an investigation regarding the employee is actively underway, disability payments may be held in abeyance subject to the following procedure: The Agency shall promptly notify DAS that (1) an investigation is underway, (2) the date that the investigation was initiated, (3) the basis of the investigation and (4) why access to the employee is necessary for completion of the investigation. A copy of the disability leave application and all**

accompanying documentation shall be forwarded with the notification. In the event that DAS concurs that the disability payments should be held in abeyance, DAS shall notify the employee, by regular and certified mail, that the disability payments shall not be processed until the completion of the investigation. An investigatory interview pursuant to Article 18 of the collective bargaining agreement shall be scheduled no more than thirty (30) days after the Agency files the notice of investigation for possible discipline with DAS. The matter shall then be subject to the constraints of Article 18 and 19 of the collective bargaining agreement. Upon completion of the investigation, or the thirty (30) day period, payments may be made, providing the application qualifies for eligibility. However, if the investigation cannot be completed as a result of the employee's absence, the investigatory interview shall be cancelled and the application shall be denied. Said denial shall not prevent the submission of a new application, subject to the above same requirements. This Section shall not be applicable where the absence, and subsequent disability, is the result of hospitalization for more than five (5) days for a serious medical condition. If an application for disability benefits is pending and/or has been approved prior to the initiation of the investigation, this Section shall not be applicable.

#### **43.02 Insurance Providers and Third Party Administrators**

In the event that the administration of the disability program is conducted by a private insurance carrier or a third party administrator the administration shall be conducted in accordance with insurance industry underwriting procedures and standards without reducing benefits or eligibility requirements as provided in this Agreement. **The Employer reserves the right to contract with a licensed mental health adjudicator to evaluate and approve or disapprove applications for disability leave based on any form of mental disorder as provided in 43.01.**

#### **43.03 Information and Orientation**

To facilitate the understanding of Disability Benefits and the application procedure requirements, the Employer and the Department of Administrative Services shall make explanatory materials available to Labor Council Members, Associates or individual members, upon request. **No later than January 2007**, the Employer will offer a Disability orientation program **focusing on eligibility requirements** for Labor Council representatives, so that they may train Associates in procedures.

Article 44, Hostage Leave -- no change

#### **Article 45, Leaves of Absence without Pay**

**45.08 (Paid Adoption and Child Birth Leave) (A. Eligibility)** Employees may elect to take two-thousand (\$2,000) dollars for adoption expenses in lieu of taking time off for Adoption under Adoption/Childbirth Leave. Payment may be requested **when the court has awarded permanent custody of a child to the prospective parents**. In the event the child is already residing in the home payment may be requested at the time the adoption is approved.

Article 46, Court Leave -- no change

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**

### **50.01 (Amount)**

**The benefits of this Article shall be administered by the Union Benefits Trust. [Moved from 50.06] The Employer shall provide all dental, life, vision, and other designated benefits to the extent and in the manner outlined in the Employer's agreement with OCSEA and the Benefits Trust. The Employer shall place the employee's monthly health benefits deductions on a pre-tax basis as permitted by Federal Law. [Moved from Article 51]**

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

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

### **50.03 Disability Coverage [Language taken from OCSEA 21.02]**

**In the event a bargaining unit employee goes on disability or is receiving Workers' Compensation benefits, the Employer shall continue payments to the Trust pursuant to Section 50.01 for the period of such disability, but not beyond two (2) years.**

### **50.04 Optional Life Insurance**

**Optional term life insurance for employees shall be administered in accordance with the Benefits Trust.**

### **50.05 Voluntary Supplemental Benefit Plans**

**The benefits of the Article shall be administered by the Union Benefits Trust. Except for established payroll deductions for programs and organizations in effect on the effective date of this Agreement, along with any deductions, no additional payroll deductions for dues, fees or contributions shall be provided to any individual or organization without the prior written consent of the Union and the Employer. The only voluntary supplemental benefit plans offered to state employees whether provided through insurance or otherwise will be those selected via a state-administered request for proposal process or pursuant to this article of this agreement. Only those employees enrolled in a voluntary supplemental benefit plan on the effective date of this agreement that was not selected pursuant to this paragraph may continue to participate in such program.**

## **Article 51, Group Health Insurance**

### **51.01 Health Insurance**

**The Employer shall provide a comprehensive health care insurance program to all permanent full-time and part-time employees who shall have the right to choose among any qualified health plans which are available in their area. Health Plan characteristics and benefits shall be as provided in the Employer's Agreement with OCSEA.**

**Regardless of plan, the Employer will pay either 1) 85 percent (85%) of the HMO premium or 2) 85 percent (85%) of the Ohio Med PPO, whichever is less, with the**

~~employees~~ **employees paying the remaining premium, The State will commence the process of deducting the employee's monthly share of the health care premium twice a month or bi-weekly as determined by the Employer.**

**In the fall of 2006 and 2007, employees enrolled in a self-funded health plan (Ohio Med and any other self-funded plans) will receive a one-month rate holiday and will make no premium payment in each of those months.**

**51.03 Health Retirement Savings Account**

**The employer shall establish a payroll deduction for a Health Retirement Savings Account which will be administered by a Third-Party Administrator mutually agreed to by the Employer and the Labor Council. The employee will be allowed to contribute through payroll deduction an amount no greater than the limits provided for by the plan. The Employer will disburse the collected funds in a single check only to this fund.**

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 \*\*\*\*\***

**55.02 Each employee in the bargaining unit shall all receive \$850 dollars of retroactive pay for the period that encompasses July 1, 2006 through the time when the 3% pay increase takes effect. This amount will be prorated for anyone who was employed after July 1, 2006. In accordance with the following schedule effective with the pay period which includes January 1, 2007, the effective increase for all pay ranges shall be three percent (3%).**

<u>Range</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
<u>1</u>	<u>\$11.08</u>	<u>\$11.40</u>	<u>\$11.75</u>	<u>\$12.17</u>	<u>\$12.54</u>		
	<u>\$23,046</u>	<u>\$23,712</u>	<u>\$24,440</u>	<u>\$25,314</u>	<u>\$26,083</u>		
<u>2</u>	<u>\$11.63</u>	<u>\$11.99</u>	<u>\$12.38</u>	<u>\$12.78</u>	<u>\$13.19</u>		
	<u>\$24,190</u>	<u>\$24,939</u>	<u>\$25,750</u>	<u>\$26,582</u>	<u>\$27,435</u>		
<u>3</u>	<u>\$12.17</u>	<u>\$12.54</u>	<u>\$12.99</u>	<u>\$13.42</u>	<u>\$13.86</u>		
	<u>\$25,314</u>	<u>\$26,083</u>	<u>\$27,019</u>	<u>\$27,914</u>	<u>\$28,829</u>		
<u>4</u>	<u>\$12.78</u>	<u>\$13.19</u>	<u>\$13.67</u>	<u>\$14.14</u>	<u>\$14.62</u>		
	<u>\$26,582</u>	<u>\$27,435</u>	<u>\$28,434</u>	<u>\$29,411</u>	<u>\$30,410</u>		
<u>5</u>	<u>\$13.42</u>	<u>\$13.86</u>	<u>\$14.42</u>	<u>\$14.87</u>	<u>\$15.26</u>		
	<u>\$27,914</u>	<u>\$28,829</u>	<u>\$29,994</u>	<u>\$30,930</u>	<u>\$31,741</u>		
<u>6</u>	<u>\$14.14</u>	<u>\$14.62</u>	<u>\$15.07</u>	<u>\$15.50</u>	<u>\$16.00</u>		
	<u>\$29,411</u>	<u>\$30,410</u>	<u>\$31,346</u>	<u>\$32,240</u>	<u>\$33,280</u>		
<u>7</u>	<u>\$14.87</u>	<u>\$15.26</u>	<u>\$15.71</u>	<u>\$16.22</u>	<u>\$16.75</u>	<u>\$17.42</u>	
	<u>\$30,930</u>	<u>\$31,741</u>	<u>\$32,677</u>	<u>\$33,738</u>	<u>\$34,840</u>	<u>\$36,234</u>	
<u>8</u>	<u>\$15.71</u>	<u>\$16.22</u>	<u>\$16.75</u>	<u>\$17.42</u>	<u>\$18.09</u>	<u>\$18.83</u>	
	<u>\$32,677</u>	<u>\$33,738</u>	<u>\$34,840</u>	<u>\$36,234</u>	<u>\$37,627</u>	<u>\$39,166</u>	
<u>9</u>	<u>\$16.75</u>	<u>\$17.42</u>	<u>\$18.09</u>	<u>\$18.83</u>	<u>\$19.72</u>	<u>\$20.62</u>	
	<u>\$34,840</u>	<u>\$36,234</u>	<u>\$37,627</u>	<u>\$39,166</u>	<u>\$41,018</u>	<u>\$42,890</u>	
<u>10</u>	<u>\$18.09</u>	<u>\$18.83</u>	<u>\$19.72</u>	<u>\$20.62</u>	<u>\$21.53</u>	<u>\$22.62</u>	
	<u>\$37,627</u>	<u>\$39,166</u>	<u>\$41,018</u>	<u>\$42,890</u>	<u>\$44,782</u>	<u>\$47,050</u>	
<u>11</u>	<u>\$19.72</u>	<u>\$20.62</u>	<u>\$21.53</u>	<u>\$22.62</u>	<u>\$23.71</u>	<u>\$24.86</u>	
	<u>\$41,018</u>	<u>\$42,890</u>	<u>\$44,782</u>	<u>\$47,050</u>	<u>\$49,317</u>	<u>\$51,709</u>	

<u>12</u>	<u>\$21.53</u>	<u>\$22.62</u>	<u>\$23.71</u>	<u>\$24.86</u>	<u>\$26.09</u>	<u>\$27.34</u>	<u>\$28.70</u>
	<u>\$44,782</u>	<u>\$47,050</u>	<u>\$49,317</u>	<u>\$51,709</u>	<u>\$54,267</u>	<u>\$56,867</u>	<u>\$59,696</u>
<u>13</u>	<u>\$23.71</u>	<u>\$24.86</u>	<u>\$26.09</u>	<u>\$27.34</u>	<u>\$28.70</u>	<u>\$30.12</u>	<u>\$31.58</u>
	<u>\$49,317</u>	<u>\$51,709</u>	<u>\$54,267</u>	<u>\$56,867</u>	<u>\$59,696</u>	<u>\$62,650</u>	<u>\$65,686</u>
<u>14</u>	<u>\$26.09</u>	<u>\$27.34</u>	<u>\$28.70</u>	<u>\$30.12</u>	<u>\$31.58</u>	<u>\$33.17</u>	<u>\$34.83</u>
	<u>\$54,267</u>	<u>\$56,867</u>	<u>\$59,696</u>	<u>\$62,650</u>	<u>\$65,686</u>	<u>\$68,994</u>	<u>\$72,446</u>
<u>15</u>	<u>\$28.70</u>	<u>\$30.12</u>	<u>\$31.58</u>	<u>\$33.17</u>	<u>\$34.83</u>	<u>\$36.49</u>	<u>\$38.31</u>
	<u>\$59,696</u>	<u>\$62,650</u>	<u>\$65,686</u>	<u>\$68,994</u>	<u>\$72,446</u>	<u>\$75,899</u>	<u>\$79,685</u>
<u>16</u>	<u>\$31.58</u>	<u>\$33.17</u>	<u>\$34.83</u>	<u>\$36.49</u>	<u>\$38.31</u>	<u>\$40.24</u>	<u>\$42.25</u>
	<u>\$65,686</u>	<u>\$68,994</u>	<u>\$72,446</u>	<u>\$75,899</u>	<u>\$79,685</u>	<u>\$83,699</u>	<u>\$87,880</u>

**55.03** Employees in the bargaining unit shall be paid in accordance with the following schedule effective with the pay period which includes July 1, 2007. The effective increase for all pay ranges shall be **three and one half percent (3.5%)**.

<u>Range</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
<u>1</u>	<u>\$11.47</u>	<u>\$11.80</u>	<u>\$12.16</u>	<u>\$12.60</u>	<u>\$12.98</u>		
	<u>\$23,858</u>	<u>\$24,544</u>	<u>\$25,293</u>	<u>\$26,208</u>	<u>\$26,998</u>		
<u>2</u>	<u>\$12.04</u>	<u>\$12.41</u>	<u>\$12.81</u>	<u>\$13.23</u>	<u>\$13.65</u>		
	<u>\$25,043</u>	<u>\$25,813</u>	<u>\$26,645</u>	<u>\$27,518</u>	<u>\$28,392</u>		
<u>3</u>	<u>\$12.60</u>	<u>\$12.98</u>	<u>\$13.44</u>	<u>\$13.89</u>	<u>\$14.35</u>		
	<u>\$26,208</u>	<u>\$26,998</u>	<u>\$27,955</u>	<u>\$28,891</u>	<u>\$29,848</u>		
<u>4</u>	<u>\$13.23</u>	<u>\$13.65</u>	<u>\$14.15</u>	<u>\$14.63</u>	<u>\$15.13</u>		
	<u>\$27,518</u>	<u>\$28,392</u>	<u>\$29,432</u>	<u>\$30,430</u>	<u>\$31,470</u>		
<u>5</u>	<u>\$13.89</u>	<u>\$14.35</u>	<u>\$14.92</u>	<u>\$15.39</u>	<u>\$15.79</u>		
	<u>\$28,891</u>	<u>\$29,848</u>	<u>\$31,034</u>	<u>\$32,011</u>	<u>\$32,843</u>		
<u>6</u>	<u>\$14.63</u>	<u>\$15.13</u>	<u>\$15.60</u>	<u>\$16.04</u>	<u>\$16.56</u>		
	<u>\$30,430</u>	<u>\$31,470</u>	<u>\$32,448</u>	<u>\$33,363</u>	<u>\$34,445</u>		
<u>7</u>	<u>\$15.39</u>	<u>\$15.79</u>	<u>\$16.26</u>	<u>\$16.79</u>	<u>\$17.34</u>	<u>\$18.03</u>	
	<u>\$32,011</u>	<u>\$32,843</u>	<u>\$33,821</u>	<u>\$34,923</u>	<u>\$36,067</u>	<u>\$37,502</u>	
<u>8</u>	<u>\$16.26</u>	<u>\$16.79</u>	<u>\$17.34</u>	<u>\$18.03</u>	<u>\$18.72</u>	<u>\$19.49</u>	
	<u>\$33,821</u>	<u>\$34,923</u>	<u>\$36,067</u>	<u>\$37,502</u>	<u>\$38,938</u>	<u>\$40,539</u>	
<u>9</u>	<u>\$17.34</u>	<u>\$18.03</u>	<u>\$18.72</u>	<u>\$19.49</u>	<u>\$20.41</u>	<u>\$21.34</u>	
	<u>\$36,067</u>	<u>\$37,502</u>	<u>\$38,938</u>	<u>\$40,539</u>	<u>\$42,453</u>	<u>\$44,387</u>	
<u>10</u>	<u>\$18.72</u>	<u>\$19.49</u>	<u>\$20.41</u>	<u>\$21.34</u>	<u>\$22.28</u>	<u>\$23.41</u>	
	<u>\$38,938</u>	<u>\$40,539</u>	<u>\$42,453</u>	<u>\$44,387</u>	<u>\$46,342</u>	<u>\$48,693</u>	
<u>11</u>	<u>\$20.41</u>	<u>\$21.34</u>	<u>\$22.28</u>	<u>\$23.41</u>	<u>\$24.54</u>	<u>\$25.73</u>	
	<u>\$42,453</u>	<u>\$44,387</u>	<u>\$46,342</u>	<u>\$48,693</u>	<u>\$51,043</u>	<u>\$53,518</u>	
<u>12</u>	<u>\$22.28</u>	<u>\$23.41</u>	<u>\$24.54</u>	<u>\$25.73</u>	<u>\$27.00</u>	<u>\$28.30</u>	<u>\$29.70</u>
	<u>\$46,342</u>	<u>\$48,693</u>	<u>\$51,043</u>	<u>\$53,518</u>	<u>\$56,160</u>	<u>\$58,864</u>	<u>\$61,776</u>
<u>13</u>	<u>\$24.54</u>	<u>\$25.73</u>	<u>\$27.00</u>	<u>\$28.30</u>	<u>\$29.70</u>	<u>\$31.17</u>	<u>\$32.69</u>
	<u>\$51,043</u>	<u>\$53,518</u>	<u>\$56,160</u>	<u>\$58,864</u>	<u>\$61,776</u>	<u>\$64,834</u>	<u>\$67,995</u>
<u>14</u>	<u>\$27.00</u>	<u>\$28.30</u>	<u>\$29.70</u>	<u>\$31.17</u>	<u>\$32.69</u>	<u>\$34.33</u>	<u>\$36.05</u>
	<u>\$56,160</u>	<u>\$58,864</u>	<u>\$61,776</u>	<u>\$64,834</u>	<u>\$67,995</u>	<u>\$71,406</u>	<u>\$74,984</u>
<u>15</u>	<u>\$29.70</u>	<u>\$31.17</u>	<u>\$32.69</u>	<u>\$34.33</u>	<u>\$36.05</u>	<u>\$37.77</u>	<u>\$39.65</u>
	<u>\$61,776</u>	<u>\$64,834</u>	<u>\$67,995</u>	<u>\$71,406</u>	<u>\$74,984</u>	<u>\$78,562</u>	<u>\$82,472</u>
<u>16</u>	<u>\$32.69</u>	<u>\$34.33</u>	<u>\$36.05</u>	<u>\$37.77</u>	<u>\$39.65</u>	<u>\$41.65</u>	<u>\$43.73</u>
	<u>\$67,995</u>	<u>\$71,406</u>	<u>\$74,984</u>	<u>\$78,562</u>	<u>\$82,472</u>	<u>\$86,632</u>	<u>\$90,958</u>

**55.04** Employees in the bargaining unit shall be paid in accordance with the following schedule effective with the pay period which includes July 1, 2008. The effective increase for all pay ranges shall be **three and one half percent (3.5%)**.

<u>Range</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
<u>1</u>	<u>\$11.87</u>	<u>\$12.21</u>	<u>\$12.59</u>	<u>\$13.04</u>	<u>\$13.43</u>		
	<u>\$24,690</u>	<u>\$25,397</u>	<u>\$26,187</u>	<u>\$27,123</u>	<u>\$27,934</u>		
<u>2</u>	<u>\$12.46</u>	<u>\$12.84</u>	<u>\$13.26</u>	<u>\$13.69</u>	<u>\$14.13</u>		
	<u>\$25,917</u>	<u>\$26,707</u>	<u>\$27,581</u>	<u>\$28,475</u>	<u>\$29,390</u>		
<u>3</u>	<u>\$13.04</u>	<u>\$13.43</u>	<u>\$13.91</u>	<u>\$14.38</u>	<u>\$14.85</u>		
	<u>\$27,123</u>	<u>\$27,934</u>	<u>\$28,933</u>	<u>\$29,910</u>	<u>\$30,888</u>		
<u>4</u>	<u>\$13.69</u>	<u>\$14.13</u>	<u>\$14.65</u>	<u>\$15.14</u>	<u>\$15.66</u>		
	<u>\$28,475</u>	<u>\$29,390</u>	<u>\$30,472</u>	<u>\$31,491</u>	<u>\$32,573</u>		
<u>5</u>	<u>\$14.38</u>	<u>\$14.85</u>	<u>\$15.44</u>	<u>\$15.93</u>	<u>\$16.34</u>		
	<u>\$29,910</u>	<u>\$30,888</u>	<u>\$32,115</u>	<u>\$33,134</u>	<u>\$33,987</u>		
<u>6</u>	<u>\$15.14</u>	<u>\$15.66</u>	<u>\$16.15</u>	<u>\$16.60</u>	<u>\$17.14</u>		
	<u>\$31,491</u>	<u>\$32,573</u>	<u>\$33,592</u>	<u>\$34,528</u>	<u>\$35,651</u>		
<u>7</u>	<u>\$15.93</u>	<u>\$16.34</u>	<u>\$16.83</u>	<u>\$17.38</u>	<u>\$17.95</u>	<u>\$18.66</u>	
	<u>\$33,134</u>	<u>\$33,987</u>	<u>\$35,006</u>	<u>\$36,150</u>	<u>\$37,336</u>	<u>\$38,813</u>	
<u>8</u>	<u>\$16.83</u>	<u>\$17.38</u>	<u>\$17.95</u>	<u>\$18.66</u>	<u>\$19.38</u>	<u>\$20.17</u>	
	<u>\$35,006</u>	<u>\$36,150</u>	<u>\$37,336</u>	<u>\$38,813</u>	<u>\$40,310</u>	<u>\$41,954</u>	
<u>9</u>	<u>\$17.95</u>	<u>\$18.66</u>	<u>\$19.38</u>	<u>\$20.17</u>	<u>\$21.12</u>	<u>\$22.09</u>	
	<u>\$37,336</u>	<u>\$38,813</u>	<u>\$40,310</u>	<u>\$41,954</u>	<u>\$43,930</u>	<u>\$45,947</u>	
<u>10</u>	<u>\$19.38</u>	<u>\$20.17</u>	<u>\$21.12</u>	<u>\$22.09</u>	<u>\$23.06</u>	<u>\$24.23</u>	
	<u>\$40,310</u>	<u>\$41,954</u>	<u>\$43,930</u>	<u>\$45,947</u>	<u>\$47,965</u>	<u>\$50,398</u>	
<u>11</u>	<u>\$21.12</u>	<u>\$22.09</u>	<u>\$23.06</u>	<u>\$24.23</u>	<u>\$25.40</u>	<u>\$26.63</u>	
	<u>\$43,930</u>	<u>\$45,947</u>	<u>\$47,965</u>	<u>\$50,398</u>	<u>\$52,832</u>	<u>\$55,390</u>	
<u>12</u>	<u>\$23.06</u>	<u>\$24.23</u>	<u>\$25.40</u>	<u>\$26.63</u>	<u>\$27.95</u>	<u>\$29.29</u>	<u>\$30.74</u>
	<u>\$47,965</u>	<u>\$50,398</u>	<u>\$52,832</u>	<u>\$55,390</u>	<u>\$58,136</u>	<u>\$60,923</u>	<u>\$63,939</u>
<u>13</u>	<u>\$25.40</u>	<u>\$26.63</u>	<u>\$27.95</u>	<u>\$29.29</u>	<u>\$30.74</u>	<u>\$32.26</u>	<u>\$33.83</u>
	<u>\$52,832</u>	<u>\$55,390</u>	<u>\$58,136</u>	<u>\$60,923</u>	<u>\$63,939</u>	<u>\$67,101</u>	<u>\$70,366</u>
<u>14</u>	<u>\$27.95</u>	<u>\$29.29</u>	<u>\$30.74</u>	<u>\$32.26</u>	<u>\$33.83</u>	<u>\$35.53</u>	<u>\$37.31</u>
	<u>\$58,136</u>	<u>\$60,923</u>	<u>\$63,939</u>	<u>\$67,101</u>	<u>\$70,366</u>	<u>\$73,902</u>	<u>\$77,605</u>
<u>15</u>	<u>\$30.74</u>	<u>\$32.26</u>	<u>\$33.83</u>	<u>\$35.53</u>	<u>\$37.31</u>	<u>\$39.09</u>	<u>\$41.04</u>
	<u>\$63,939</u>	<u>\$67,101</u>	<u>\$70,366</u>	<u>\$73,902</u>	<u>\$77,605</u>	<u>\$81,307</u>	<u>\$85,363</u>
<u>16</u>	<u>\$33.83</u>	<u>\$35.53</u>	<u>\$37.31</u>	<u>\$39.09</u>	<u>\$41.04</u>	<u>\$43.11</u>	<u>\$45.26</u>
	<u>\$70,366</u>	<u>\$73,902</u>	<u>\$77,605</u>	<u>\$81,307</u>	<u>\$85,363</u>	<u>\$89,669</u>	<u>\$94,141</u>

**55.05 Pay Range Assignments**

Upon successful completion of the Wildlife Officer Pre-Service Training program, Wildlife Officer Cadets shall be promoted to Wildlife Officer.

**Article 56, Longevity Pay \*\*\***

Maintain current language

**Article 57, Shift Differential \*\*\***

Bargaining unit members who are regularly assigned to work shifts, including Enforcement Agents at the Department of Public Safety, shall receive a shift differential of \$.45 per hour for each hour worked **commencing at 5:00 pm and ending at 6:00 am**. The shift differential shall be added to the employee's regular rate of pay. **Effective with**

**the pay period that includes July 1, 2007 shift differential shall be increased to \$.60 per hour for each hour worked. Effective with the pay period that includes July 1, 2008 shift differential shall be increased to \$.75 per hour.** No shift will be changed for the sole purpose of avoiding the payment of shift differential.

**Article 58, USE OF TECHNOLOGY \*\*\***

**In accordance with applicable law, no state employee should have an expectation of privacy while on paid time as an employee.**

**Article 59, Travel**

**59.01 Cash Advance**

**Employees may** be granted cash advances for travel within the State of Ohio as follows:

**59.01** If an employee is required by the Employer to use his/her personal vehicle for state business, he/she shall be reimbursed at the rate allowed by the Office of Budget and Management (OBM), but no less than **forty** cents (\$.40) per mile, but if the Internal Revenue Service's rate is reduced to an amount lower than **forty** cents (\$.40), the rate will be set at the Internal Revenue Service's rate.

**As soon as practical, all employees shall receive travel reimbursements via direct deposit. Employees shall authorize the direct deposit of the travel reimbursement into a financial institution of the employee's choice or execute the required documentation to authorize the direct deposit into a financial institution designated by the Auditor of State for the benefit of the employee.**

If an employee is required by the Employer to use his/her personal vehicle for state business, he/she shall be reimbursed at the rate allowed by the Office of Budget and Management (OBM), but no less than **forty** cents (\$.40) per mile, but if the Internal Revenue Service's rate is reduced to an amount lower than **forty** cents (\$.40), the rate will be set at the Internal Revenue Service's rate.

**As soon as practical, all employees shall receive travel reimbursements via direct deposit. Employees shall authorize the direct deposit of the travel reimbursement into a financial institution of the employee's choice or execute the required documentation to authorize the direct deposit into a financial institution designated by the Auditor of State for the benefit of the employee.**

**59.02 Expense Reimbursement**

The Employer will continue to provide the standard and uniform procedure in accordance with the Office of Budget and Management and the Auditor of State under which authorized employees may secure reimbursement of personal funds expended in connection with the performance of assigned duties. Improvements in reimbursement rates by OBM shall be incorporated herein. The Agency may require receipts or other proof of expenditures before providing reimbursement.

In accordance with the provision in the preceding paragraph, the respective departments and agencies will pay up to **€ eighty** (\$80) dollars, effective July 1, 2006, plus tax, for required lodging and up to forty (\$40) dollars A State vehicle will be provided for state business.

**59.03 Direct Billing**

In the event that **employees** are required to stay for multiple overnight assignments, the **Employer may** arrange for direct bill payment by the **Employer** provided there is lodging geographically accessible that is agreeable to direct bill payment.

**Article 60, ODNR Wildlife and Watercraft Divisions Supplement; Department of Commerce Supplement \*\*\***

In the Department of Natural Resources, the Employer, shall pay one hundred dollars (\$100) per month to Wildlife Investigators, Wildlife Education Officers, Wildlife Officers 1 and 2, Watercraft Officers, Watercraft Investigators, Watercraft Specialists, and Watercraft Education Officers who are required by their Employer to maintain an office in their homes on a permanent basis. **Effective with the pay period that includes July 1, 2007, this payment shall be increased to one hundred and twenty-five dollars (\$125)** per month This payment will compensate these employees for the use of their homes as office space, i.e., public listed phone (unless Employer provides voice mail system with established message retrieval procedures), equipment and supply storage, files etc.

In the Department of Commerce, Liquor Compliance Officers, who are required by the Employer to maintain an office in their homes on a permanent basis, shall receive fifty-five dollars (\$55) per month. **Effective with the pay period that includes July 1, 2007, this payment shall be increased to sixty dollars (\$60)** per month to compensate for the use of their homes as office space.

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 -- no change

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, 2006 as approved by the parties hereto. It shall remain in full force and effect until June 30, 2009, at 11:59 p.m.**

**Appendix A, Classifications**

<b>Classification No.</b>	<b>Classification Title</b>
22251	Wildlife Education Officer
22290	Wildlife Officer Cadet
22291	Wildlife Officer 1
22292	Wildlife Officer 2
22294	Wildlife Investigator
22520	Park Officer Cadet
22521	Park Officer

22522	Park Officer Investigator
22523	Park Officer Specialist
22581	Armorer
22821	Preserve Officer 1
22822	Preserve Officer 2
22841	Forest Officer 1
22842	Forest Officer 2
23511	Enforcement Agent
23521	Liquor Control Compliance Officer
26611	Police Officer 1
26612	Police Officer 2
26621	Central Office Enforcement Officer
26811	Tax Enforcement Agent 1
26812	Tax Enforcement Agent 2
26813	Tax Enforcement Agent 3
26910	Watercraft Officer Cadet
26911	Watercraft Officer
26912	Watercraft Officer Specialist
26914	Watercraft Investigator
26915	Watercraft Education Officer

Appendix B, Layoff Jurisdictions -- no change

#### **Appendix C, Voluntary Cost Savings Program**

**Voluntary Cost Savings Program Plans shall offer employees two (2) options.**

**A. Option #1 shall allow full-time employees the opportunity to reduce their bi-weekly schedule by no less than eight (8) hours and no more than forty (40) hours. Leave used under this plan will be considered leave without pay and as inactive pay status. Leave accruals will be adjusted accordingly. Employees participating in this plan shall maintain their full-time status for the purposes of health care premiums in accordance with Article 51. Further, employees shall not incur a break in State service and seniority. Seniority and State service credit will be based on eighty (80) hours per pay period. The maximum number of hours available to be reduced by any employee is five hundred twenty (520) in a fiscal year or a total of six (6) months, whichever comes first.**

**B. Option #2 shall allow full-time, part-time and established term employees the opportunity to take unpaid leaves of absence in blocks of time no less than two (2) weeks and up to a maximum of thirteen (13) weeks within a fiscal year. The Employer will continue to pay its share of health insurance premiums during utilization of this plan. Employees participating in this plan are responsible for their share of health insurance premiums for all insurance programs in which they are enrolled at the time of the leave. Leave used under this plan will be considered leave without pay and as inactive pay status. Employees will not incur a break in State service or seniority as long as the employee returns to employment on or before the indicated date.**

**C. All employees (except project employees) who have completed their initial probationary period shall be eligible to participate in this program.**

**D. Participation in this program is strictly voluntary.**

**E. Employees participating in this program shall not be eligible for unemployment benefits.**

**F. Once a Voluntary Cost Savings Program schedule is approved by the Employer, the employee must complete and sign a Voluntary Cost Savings Agreement. A Voluntary Cost Savings Agreement can be terminated by the Employer upon providing ten (10) working days' notice in writing to the employee. Such termination shall not be grievable. The employee may terminate his/her Voluntary Cost Savings Agreement upon ten (10) working days' notice in writing unless mutually agreed to otherwise.**

**G. The Employer has sole discretion to approve or deny an employee's Voluntary Cost Savings leave request. Denial of Voluntary Cost Savings leave request shall be non-grievable.**

**H. Before the implementation of the Voluntary Cost Savings Program the agency Labor-Management Committee shall meet to discuss questions and issues relating to the program. After implementation of the Agreement, the parties through a Labor-Management Committee will continue to monitor its application including disputes and/or related problems on an ongoing basis. The Employer may discontinue this program upon providing the Union with thirty (30) days' notice.**

**I. The Voluntary Cost Savings Program shall be considered a pilot program and will expire on the same date as this collective bargaining agreement.**

Appendix D, Reserved for future use -- no change

## **Appendix E, Drug Free Workplace Policy**

### **Section 2, Drug-Testing Conditions**

#### **A. State Testing**

##### **2. Rebuttable Presumption**

**For the determination of eligibility for Workers' Compensation and benefits, a positive test creates a "rebuttable presumption." If an employee has been injured and the Employer had reasonable cause to suspect the employee may be intoxicated or under the influence of a controlled substance not prescribed by his/her doctor, or at the request of a police officer pursuant to a traffic stop and not at the request of the employee's employer, or at the request of a licensed physician who is not employed by the employee's employer. Facts and inferences may be based on, but not limited to: (1) Observable phenomena, such as direct observation of use, possession, or distribution of alcohol or a controlled substance, or of the physical symptoms of being under the influence of alcohol or a controlled substance, such as but not limited to slurred speech, dilated pupils, odor of alcohol or a controlled substance, changes in affect, or dynamic mood swings; (2) A pattern of abnormal conduct, erratic or aberrant behavior, or deteriorating work performance such as frequent absenteeism, excessive tardiness, or recurrent accidents, that appears to be related to the use of alcohol or a controlled substance, and does not appear to be attributable to other factors; (3) The identification of an employee as the focus of a criminal investigation into unauthorized possession, use, or trafficking of a controlled substance; (4) A report of use of alcohol or a controlled substance provided by a reliable and credible source; (5) Repeated or flagrant violations of the safety or work rules of the employee's employer, that are determined by the**

**employee’s supervisor to pose a substantial risk of physical injury or property damage and that appear to be related to the use of alcohol or a controlled substance and that do not appear attributable to other factors.**

**3. Random Testing**

All Unit 2 employees shall be subject to random drug testing.

**Section 3, Testing Procedures and Guarantees**

**A. State Testing**

4. The Drug-Free Workplace Office of DAS may issue the random testing list. Any employee included on the list who is subject to a random test shall be tested within **thirty (30)** days after the Agency has received the random list. Any employee who is not tested within **thirty (30)** days after the Agency receives the list shall not be tested as a result of that list.

**Section 4, General Provisions Applicable To All Testing**

**D.** If the employee is sent home after notice is received by the Employer that he/she tested positive the Employer shall place the employee on administrative leave with pay pending notice of the pre-disciplinary meeting. If the employee does not waive the 72 hour pre-disciplinary meeting requirement, the employee shall be placed on approved administrative leave without pay and may use any accruals to cover the time off.

**E.** Unless mutually agreed otherwise by the parties with the concurrence of the Office of Collective Bargaining, all sample collection shall be conducted off-site by professional non-state personnel subject to the requirements of the Federal Omnibus Act. The parties may mutually agree to an alternative collection process on a facility-by-facility basis (e.g. the parties may agree to utilize mobile collection units for a certain facility.)

**F.** Travel time and testing are to be considered “time worked” for compensation purposes.

**Section 7, Safety Sensitive Positions**

The following classifications are considered to be safety sensitive positions. Employees in these classifications shall be subject to random testing as described above.

B.U. Class #	Title
22251	Wildlife Education Officer
22290	Wildlife Officer Cadet
22291	Wildlife Officer 1
22292	Wildlife Officer 2
22294	Wildlife Investigator
22520	Park Officer Cadet
22521	Park Officer
22522	Park Officer Investigator
22523	Park Officer Specialist
22581	Armorer
22821	Preserve Officer 1
22822	Preserve Officer 2
22841	Forest Officer 1
22842	Forest Officer 2
23511	Enforcement Agent
23521	Liquor Control Compliance Officer
26611	Police Officer 1
26612	Police Officer 2

26621	Central Office Enforcement Officer
26811	Tax Enforcement Agent 1
26812	Tax Enforcement Agent 2
26813	Tax Enforcement Agent 3
26910	Watercraft Officer Cadet
26911	Watercraft Officer
26912	Watercraft Officer Specialist
26914	Watercraft Investigator
26915	Watercraft Education Officer

Appendix F, Reserved for future use -- no change