



## **The State of Ohio and The Service Employees International Union, District 1199**

### ***2009 Negotiations Summary of Changes***

(All changes are effective June 16, 2009, unless specified otherwise.)

#### Agreement

- No change

#### Article 1 – Purpose and Intent of the Agreement

- No change

#### Article 2 – Union Recognition

- No change

#### Article 3 – Union Rights

- No change

#### Article 4 – Union Security

- No change

#### Article 5 – Management Rights

- No change

#### Article 6 – Non-Discrimination

- No change

#### Article 7 – Grievance Procedure

- Creates a Technology Transition Committee to help streamline the filing and processing of grievances. The committee will exist of an equal number of representatives from management and the Union.
- Prior to the implementation of the new system for filing and processing grievances, each Agency shall determine the interim method for filing and processing.
- Previous Steps 1-3 of the grievance procedure were combined into Step One of the new grievance procedure. Timelines were changed in order to ensure resolution at the lowest level, where possible.
- Mediation/Arbitration is now the new Step Two in the grievance procedure.

#### Article 8 – Discipline

- Deleted step reduction as a form of discipline.

#### Article 9 – Probationary Periods

- No change

#### Article 10 – Vacation Allowance

- Effective August 1, 2009, employees will begin to accrue vacation at a higher rate in their 4<sup>th</sup>, 9<sup>th</sup>, 14<sup>th</sup>, 19<sup>th</sup>, or 24<sup>th</sup> year of service. This eliminates the vacation “dump” previously received.

- Effective July 1, 2010, employees may receive credit for prior service with the Ohio National Guard or any political subdivision of the State. The new rate shall take effect starting the pay period immediately following the pay period that includes the date that the DAS processes and approves the request.

Article 11 – Holidays

- For New Year’s Day, Memorial Day, Independence Day, Thanksgiving Day, and Christmas Day, employees in classifications identified by the Employer as normally requiring overtime to cover an absence and who are scheduled to work call of sick the scheduled day before, day of, or scheduled day after a holiday shall be charged sick leave and shall forfeit their right to holiday pay. If the employee works a shift between his/her scheduled shift before or after the holiday, the employee does not forfeit his/her holiday pay.
- Part-time employees shall receive four (4) hours of pay for each holiday; however, during the period of July 1, 2009 through June 30, 2011, non-permanent employees and part-time employees shall not receive holiday pay.

Article 12 – Personal Leave

- There shall be a freeze on personal leave accrual beginning July 1, 2009 through June 30, 2011.
- Employees will receive 8 hours in compensatory time in lieu of 8 hours of personal leave.
- Employees may designate up to ten (10) hours of compensatory time or vacation leave each quarter to use under the rules of personal leave; however, all personal leave must be utilized first.
- There shall be a freeze on the annual conversion of personal leave until December 2011 and payment for maximum personal leave accrual shall be frozen until July 1, 2011.
- Employees shall receive restoration in the third year of the contract. Restoration for full-time employees will be in the form of 32 hours of sick leave or one half the personal leave lost during the freeze, less 8 hours of compensatory time and a payment equivalent to 32 hours of personal leave or one half the personal leave lost during the freeze, less 8 hours of compensatory time. Restoration for part-time employees shall be in the form of 16 hours of sick leave and a payment equivalent to 16 hours of personal leave.
- In order to receive restoration, employees must be in an active payroll status.

Article 13 – Sick Leave

- Sick leave used during 36.1 to 72 hours will be paid at 100% when it is the result of time spent in an outpatient surgery or for those hours of sick leave used before or after the outpatient surgery that are contiguous to the outpatient surgery.
- Sick leave requested for prescheduled medical appointments requested 21 days in advance may be supplemented at the employee’s request to 100% of pay with available sick leave balances provided a doctor’s statement is submitted on the first day the employee returns to work following the absence.

Article 14 – Bereavement Leave

- No change

Article 15 – Disability

- Disability benefits will be paid out at 67% of the employee’s base rate of pay up to a lifetime maximum of 12 months.

Article 16 – Service Connected Injury and Illness

- Added a salary continuation, which is the uninterrupted payment of a permanent employee’s total rate of pay not to exceed 480 hours per Workers’ Compensation claim. An eligible

employee is one who incurs physical injuries or other disabilities in the performance of and arising out of State employment, and is not eligible for Occupational Injury Leave (OIL). An employee must also follow the Agency's accident reporting guidelines, see an approved physician, show the Employer is unable to provide an appropriate transitional work assignment and apply for Workers' Compensation.

- Salary continuation ends when the 480 hours is exhausted, the treating physician opines that it is no longer medically necessary for the employee to be off work, the employee's Workers' Compensation claim is denied, the Industrial Commission determines that the employee has reached maximum medical improvement, or the employee is disqualified from receiving Workers' Compensation benefits, whichever occurs first.
- An employee on salary continuation shall accrue sick leave and personal leave but shall not accrue vacation leave.
- If an employee on salary continuation has his Workers' Compensation claim denied and all appeals have been exhausted, the employee must substitute the use of paid sick, vacation, or personal leave, or repay the Employer any salary continuation received.
- Adds language under Occupational Injury Leave that allows BWC/IC to determine if the allegation of an aggravation of a pre-existing condition results in a new claim or a continuation of an existing claim.
- If a permanent employee is given a transitional work assignment with less than his/her regularly scheduled hours, the employee may use any remaining OIL or salary continuation hours to supplement up to the amount of his/her regularly scheduled hours.
- After first attempting to schedule an appointment during non-working hours for an OIL or WC claim, and second working with the Employer to flex his/her schedule to accommodate the appointment, the employee may use any remaining OIL or salary continuation hours to attend an appointment, not to exceed one hour.
- If an employee refuses to participate in a Transitional Work Program while receiving salary continuation or OIL, the benefit will end and the Employer can seek repayment.
- 1199 will receive 1 representative on a committee formed for the purpose of formulating and maintaining the approved physician list. The approved physician list will be effective November 1, 2009.
- The parties shall jointly develop and offer training focusing on the changes to Workers' Compensation and OIL.

#### Article 17 – Group Health Insurance

- Employees will be charged \$12.50 per month for carrying a spouse on their family premium.
- Employer reserves the right to perform dependent eligibility audits and recover costs as a result of ineligible dependents.
- Effective July 1, 2009, employee health insurance premiums will be deducted from every paycheck.
- Employees receiving OIL or salary continuation shall continue to be responsible for their regular share of the health insurance premium.

#### Article 18 – Life Insurance

- No change

#### Article 19 – Indemnification

- No change

#### Article 20 – Ohio Employee Assistance Program (EAP)

- No change

#### Article 21 – Travel

- Travel time from an employee of the Adult Parole Authority or a field employee's house to a work location other than the normal report in location, shall not be paid for the first 20 miles to and from such location or the distance from the employee's house to the normal report in location, whichever is less.
- A field employee is defined as an employee who on a regular, routine and predictable basis works 80% or more hours on average in a travel status.
- Non-field employees shall follow the commuter offset requirement as outlined in the OBM travel policy.
- Effective October 1, 2009, a mileage allowance will be set by the Director of OBM, but shall not be less than \$.45 per mile nor greater than the IRS rate.
- OBM will examine the mileage allowance quarterly; if the rate is changed, the Director of OBM shall provide the Union with notice and a rationale for the change.
- Overnight stays shall be reimbursed at a rate set by the U.S. General Services Administration (GSA) effective October 1, 2009. The employee shall receive a per diem rate for meal expenses and other incidentals incurred at the rate set by the GSA.
- An employee shall be required to stay overnight if the distance of the commute is greater than the distance established by the Vehicle/Reimbursement Committee.
- If an employee chooses to commute home when the Employer has provided lodging and/or meals, the employee incurs any costs associated with the pre-paid lodging and only receives on round trip of mileage reimbursement per week.
- Employees are required to submit their request for reimbursement within 60 days of the last date of travel.
- If an employee receives discipline for untimely submission of travel reimbursement and the Agency fails to reimburse that employee in a timely fashion, the discipline will be voided and removed from the employee's files.
- The assignment of State vehicles is an appropriate subject for Agency Professional Committees (APC). The APC shall make a recommendation looking for the most cost effective methodology. If the Director modifies the recommendation, an explanation must be provided.
- A Vehicle/Reimbursement Committee shall be created for the Employer to communicate the business plan on the use of state vehicles in the Agencies involved in the committee. Members of this committee include one representative from DAS Fleet Management, one representative from OBM, one representative from OCB, and two union and two management representatives from each Agency. The committee shall determine the distance beyond which an employee traveling in a State vehicle shall be required to stay overnight.

#### Article 22 – Moving Expenses

- No change

#### Article 23 – Continuing Education

- The overall Tuition Reimbursement Fund was increased from \$400,000 to \$450,000 by eliminating the separate \$50,000 fund that was administered by the Department of Mental Health.
- The Employer shall explore options for electronic submission and approval of reimbursement requests.
- Any money remaining in the fund at the end of each fiscal year shall be carried over and added to the next year's total.
- The Employer will provide quarterly reports to the Union that outline the balance of the tuition reimbursement fund. The Employer will notify the Union when the balance drops below \$100,000.

#### Article 24 – Hours of Work and Overtime

- No change

Article 25 – Temporary Working Level

- No change

Article 26 – Leaves of Absence

- No change

Article 27 – Employee Status

- Intermittent employees in classifications covered by this Agreement shall be added to the bargaining unit upon official action by SERB.
- Intermittent employees shall be scheduled at the discretion of the Employer and have no rights under Article 24, except 24.07 and 24.08.
- Intermittents shall be hired at Step One and are not eligible for step increases or longevity or any contractual benefits received by permanent employees (vision, dental, life, health insurance, holiday pay, leave accruals, etc.).
- Intermittents shall not serve a probationary period.
- Intermittents are not subject to the layoff provisions of Article 29 and shall be terminated before any full or part-time permanent employees in the same classification and work unit.

Article 28 – Seniority

- No change

Article 29 – Layoff and Recall

- No change

Article 30 – Vacancies

- No change

Article 31 – Professional Committees

- Within in 6 months of ratification the parties will establish training for the Professional Committees at each Agency.
- Failure to reach resolution at an APC shall result in the assignment of specific tasks to individuals who shall report back within a specified time frame.
- The Governor will send a commitment letter to his Cabinet, copying the Union, which expresses his commitment to labor relations with SEIU/1199.

Article 32 – Health and Safety Procedures

- No change

Article 33 – Service Delivery

- No change

Article 34 – Career

- No change

Article 35 – Emergencies

- No change

Article 36 – Personnel Files

- No change

Article 37 – Uniforms

- No change

Article 38 – Working Out of Class

- No change

Article 39 – Classification Changes

- No change

Article 40 – Voluntary Cost Savings Program

- Employees' leave accruals and health insurance shall not be affected by cost savings days.

Article 41 – Subcontracting

- Within sixty (60) days of the effective date of this Agreement, a committee shall be established for the purpose of analyzing recruitment and retention issues for the following classifications: Registered Nurse, Physician, Psychologist, Psychiatrist, Pharmacist, Dentist, Physicians Assistant and Certified Nurse Practitioners (if placed in the bargaining unit).
- The committee shall develop comprehensive recommendations, which shall be submitted to the Directors of DAS and OBM on a semi-annual basis. Upon receipt, these Directors have 45 days to advise the committee of the actions to be taken in response to the recommendations.
- The committee will conduct research aimed at identifying the cost capabilities required, performance expectations, quality, program requirements or other factors that influence contracting out services. The committee will conduct a cost comparison between state operated work and personal service contracts. Pay disparity and market value may be utilized to create new pay ranges should it be more cost effective to do so when comparing the cost of sub-contracting such services.

Article 42 – General Provisions

- No change

Articles 43 – Wages

- The pay schedules shall remain at the 2008 level for the three years of the contract.
- Full-time permanent employees shall take ten (10) days off without pay, for a total of 80 hours in each fiscal year, beginning on July 1, 2009 and ending on June 30, 2011.
- Institutional nurses and institutional Psychiatric/MR nurses shall follow separate implementation rules than the other classifications.
- Cost Savings Days (CSDs) shall not be less than the employee's regularly scheduled work day or any hours remaining in the total.
- Non-permanent employees and part-time employees will be assessed on the holidays.
- The loss of pay shall be equal to 3.076 hours each pay period throughout the year (including employees on OIL, salary continuation, disability, or hostage leave).
- For all employees, excluding institutional nurses and Psychiatric/MR nurses, the Employer shall conduct a canvass once in each fiscal year. The canvass results for fiscal year 2010 must be in place by August 1, 2009. Employees that already have approved vacation requests for July 1, 2009 will be required to substitute CSDs for that leave. An employee may submit a request for leave for a CSD during July 2009, which may be denied only for operational need. The canvass results for fiscal year 2011 must be in place by July 1, 2010.
- The Employer shall indicate "black out" days based on operational need. The Employer retains the right to reject selection based on operational need. If a CSD is revoked by the Employer after the institution of a canvass, the employee shall be permitted to substitute any other day at his/her discretion, and such rescheduling shall not be revoked. The employee

shall be reimbursed for any costs incurred as a result of cancelling or returning early from the CSD.

- For institutional nurses and institutional Psychiatric/MR nurses, all CSDs shall be utilized prior to vacation leave. For the first two years of this agreement, these employees vacation leave usage will be limited to a maximum of their yearly vacation leave accruals less the ten (10) CSDs (e.g. An employee who accrues 4 weeks of a vacation a year shall take ten (10) CSDs and up to a maximum of 10 vacation days). If an agency canvass has already occurred, employees that already have approved vacation requests will be required to substitute CSDs for that leave up to a maximum of 80 hours. If no Agency canvass is in place or at the expiration of the current canvass, a CSD canvass shall be implemented for fiscal year 2010 and 2011. An employee on an initial probationary period shall have their CSDs determined by the Employer in consultation with the employee.
- Leave accruals and health insurance shall not be impacted by CSDs.
- There shall be a freeze on step movement beginning with employees whose step date is June 21, 2009 or thereafter. Thereafter, there shall be no step movements. Step movements shall resume beginning with the employees whose step date is June 21, 2011.
- Employees hired or promoted between June 21, 2009 and June 20, 2010 shall not receive a probationary step increase.
- Ohio Professional Excellence Recognition Award, which gave employees 40 hours of vacation leave in their 25<sup>th</sup> year, was deleted.

#### Article 44 – Physicians’ Pay Schedules

- All classifications listed in this Article are subject to the CSD language in Article 43 for permanent full-time employees and Article 11 and 43 for part-time and non-permanent employees.
- CSDs count toward a 40 hour work week and a 2080 hour work year for the purpose of determining salary levels.
- There shall be a freeze on step movement beginning with employees whose step date is June 21, 2009 or thereafter. Thereafter, there shall be no step movements.
- Step movements shall resume beginning with the employees whose step date is June 21, 2011.
- Pay schedules shall remain at 2008 level for the three years of this Agreement.

#### Article 45 – No Strike/No Lockout

- No change

#### Article 46 – Savings Clause

- No change

#### Article 47 – Termination of Agreement

- The Agreement shall be effective on June 1, 2009 and shall terminate on May 31, 2012.

#### Article 48 – Copies of the Agreement

- No change

#### Article 49 – Drug Testing

- No change

#### Appendix A – Bargaining Unit Classifications

- Housekeeping changes

#### Appendix B – Layoff Jurisdictions

- No change

Appendix C – Occupational Injury Leave Guidelines

- Developed definitions for the following terms: Allowed Psychological Condition, Allowed Physical Condition, Approved Physician, Conclusively Establish, Date of Injury, Inflicted By, Totally Disabled and Ward.
- Outlines the procedure for processing an OIL application.
- Establishes an approved physicians’ list for the purposes of diagnosing occupational injuries.
- Provides that OIL shall not exceed 960 hours per OIL claim.
- Allows that if an employee’s OIL claim is denied but their Workers’ Compensation claim is still pending they may be eligible for salary continuation under Article 16.
- Provides for an appeal process for the denial of an OIL claim.
- Defines how an employee may be disqualified from receiving OIL and what happens should a disqualification from OIL occur.

Appendix D – Drug-Free Workplace

- No change

Appendix E – Alternative Work Locations

- Field workers and employees of the APA may conduct a portion of their work at a mutually agreed to alternative work location with the expectation that it will increase efficiency, encourage productivity and reduce costs.
- An Agency’s decision to deny a request to work at an alternative location is not grievable.
- Participation requires an agreement with the Agency that specifies particular criteria outlined in the CBA.
- Supervisors shall require a daily itinerary that details the hours and assignments the employee expects to complete at the alternative work location.
- Adequate precautions must be taken to ensure security of sensitive data.
- The employee may opt to terminate the agreement. The Employer may also opt to terminate the agreement for a good business reason and it shall not be arbitrary and capricious.