CONTRACT

Between

THE STATE OF OHIO
And

1199

Ohio Health Care Employees Union
District 1199, WV/KY/OH
National Union of Hospital
and Health Care Employees
AFL-CIO

1986-1989

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AGREEMENT
BETWEEN THE STATE OF OHIO AND OHIO HEALTH CARE EMPLOYEES UNION, 1199

This agreement made and entered into this 12th day of June, 1986 and between the State of Ohio, Office of Collective Bargaining, with its principal office and place of business at 375 South High Street, 17th floor, Columbus, Ohio 43266-0585, (hereinafter referred to as the employer) and Ohio Health Care Employees Union, District 1199 WV/KY/OH, National Union of Hospital and Health Care Employees, AFL-CIO, with its principal office and place of business at 1313 East Broad Street, Suite 302, Columbus, Ohio 43205.

ARTICLE 1 - PURPOSE AND INTENT OF THE AGREEMENT

It is the purpose of this agreement to provide for the wages, hours and terms and conditions of employment of the employees covered by this agreement; and to provide an orderly, prompt, peaceful and equitable procedure for the resolution of differences between employees and the employer. Upon ratification, the provisions of this agreement shall automatically modify or supersede: (1) conflicting rules, regulations and interpretive letters of the Department of Administrative Services pertaining to wages, hours and conditions of employment; and (2) conflicting rules, regulations, practices, policies and agreements of or within departments/agencies pertaining to terms and conditions of employment; and (3) conflicting sections of the Ohio Revised Code except those incorporated in Chapter 4117 or referred to therein. All references to the Ohio Revised Code within this agreement are to those sections in effect at the time of the ratification of this agreement.

Fringe benefits and other rights granted by the Ohio Revised Code which were in effect on the effective date of this agreement and which are not specifically provided for or abridged by this agreement, will continue in effect under conditions upon which they had previously been granted throughout the life of this agreement unless altered by mutual consent of the employer and the union.

ARTICLE 2 - UNION RECOGNITION

The employer hereby recognizes the Ohio Health Care Employees Union, District 1199 WV/KY/OH, National Union of Hospital and Health Care Employees, AFL-CIO, as the sole and exclusive bargaining agent for the purpose of collective bargaining on all matters pertaining to wages, hours, terms and other conditions of employment for employees in the bargaining units. The bargaining units for which this recognition is accorded are defined in the Certification issued by the State Employment Relations Board on October 10, 1985 (Case No. 85-RC-04-3295) and November 22, 1985 (Case No. 85-RC-04-3713).

This agreement includes all employees employed in the classifications and positions listed in Appendix A of this agreement. The employer shall notify the union of any changes in the classification plan sixty (60) days prior to the effective date of the change or as soon as the changes become known to the employer, whichever occurs first.

In the event of a dispute between the parties as to future inclusions or exclusions from the units resulting from the establishment of new or changed classifications or titles, either party to this agreement may apply to the State Employment Relations Board for resolution of the dispute.

ARTICLE 3 - UNION RIGHTS

§3.01 Delegates and Organizers

The right of the union to appoint a reasonable number of delegates is recognized. The delegates appointed shall have completed their initial probationary period. Delegates are union stewards as that term is generally used.

In addition to their regular work duties, the duties of the delegates during work time shall be limited to the investigation and presentation of bargaining unit employees' grievances and representing said employees in meetings with the agency.

Delegates/organizers may receive and discuss complaints and grievances of employees on the premises and time of the agency provided it does not interfere with the necessary operation of the facility. Delegates may use a reasonable amount of time to perform delegate duties.

Any disputes between the agency and the union as to whether any staff representative or delegate is spending an unreasonable amount of time in any work site conducting authorized union business shall be resolved by the union and the agency appointing authority or designee. If the question cannot be resolved at this level, it shall be submitted to the Director of the Office of Collective Bargaining for resolution.

Employees having a legitimate need for the services of their delegates/organizers shall notify their supervisor. Delegates/organizers will, upon entering any work area other than their own and prior to engaging in any representative duties, report to the supervisor involved.

The union will provide written notification to the agency of the appointment of all delegates/organizers. No appointment will be recognized until such notification is received by the agency.

When it is necessary for delegates to conduct authorized union business in a work site or shift other than their own, they shall

notify the designated agency representative of that work site or shift of their presence and the nature of their business.

Delegates/organizers of the union shall be allowed reasonable contact with employees of the bargaining unit during normal working hours. The organizer shall notify the designated agency representative before conducting union business on the agency's premises and shall adhere to the agency's reasonable policy regarding access.

During the first year of the contract, union delegates will be allowed a maximum of eight (8) hours of time off with pay at his/her straight time rate to participate in delegate training conducted by the union. The time for the delegate training will be at a time mutually agreeable to the union and the agency.

Employees elected to the Executive Board of the union may be allowed time off without pay or may use their personal leave or vacation to attend necessary meetings. Such requests shall not be unreasonably denied.

§3.02 Other Union Deductions

The agency, for the term of this agreement, shall withhold other union deductions from the first pay received monthly, quarterly, or annually from those employees who have voluntarily and individually authorized such deduction by executing and submitting a written authorization form (payroll deduction form) in a timely manner. All funds so deducted shall be remitted to the union regularly.

§3.03 Credit Union Deductions

The agency agrees to honor Credit Union deduction requests for members who have properly signed and executed the payroll deduction form. Such deduction shall remain in effect until the employer is properly notified in writing by the employee of any change.

§3.04 Bulletin Boards

The agency shall provide a suitable space for the use of the union at each facility for the purpose of posting bulletins, notices and other materials affecting the employees in the bargaining units except for those situations where the agency does not lease or own office space. In institutional agencies, bulletin boards shall be glass enclosed and lockable. The appropriate union representative shall have the key. The posting of any union materials shall be restricted to such bulletin board space. Any material posted will be signed and dated by the appropriate union representative prior to such posting.

The union agrees not to post any material which is profane, obscene or defamatory to the employer, its representatives, or any individual, or which constitutes campaign material between competing employee organizations, or partisan campaign literature. The union representative shall remove any materials in violation of this section.

The unresolved posting of any material at a facility may be referred to the union and the Office of Collective Bargaining for resolution.

§3.05 Meeting Room Space

Space for meetings or conferences with employees shall be provided upon request, when available.

ARTICLE 4 - UNION SECURITY

The employer shall deduct monthly membership dues and, if appropriate, initiation fees payable to the union, upon receipt of a voluntary written individual authorization from any bargaining unit employee on a form provided by the employer.

When the exclusive representative provides the employer with a written statement indicating that a majority of the bargaining unit employees are in favor of enacting a fair share fee, all employees in the bargaining unit pursuant to Section 4117.09

(C) of the Ohio Revised Code who do not become, or do not remain, members in the union shall, during any such period of non-membership, be required as a condition of employment to pay to the union a fair share fee of an amount equal to the dues uniformly required of its members. The deduction of the fair share fee from the payroll checks of bargaining units employees shall be automatic and does not require authorization by the non-member employee.

Each employee covered by this agreement who fails voluntarily to acquire or maintain membership in the union shall be required to pay to the union a fair share fee as a condition of employment beginning sixty (60) days following the beginning of employment, or the effective date of this agreement, whichever is later.

Employees covered by this agreement who, for bona fide religious tenets or teachings of a church or religious body, are forbidden from joining a union shall contribute an amount equal to the fair share fee to a non-religious charity pursuant to the provisions of Section 4117.09 (C) of the Ohio Revised Code. The employer is limited to deducting only union dues or fair share fees for the exclusive representation of the bargaining units unless otherwise stated in this agreement.

The employer will terminate dues deductions for the following reasons:

A. Bargaining unit employee signs cancellation notification on the form provided by the union;

B. Bargaining unit employee resigns, is discharged, or severs employment with the employer for any other reason;

C. Bargaining unit employee is laid off.

The union agrees to indemnify and hold the employer harmless against any and all claims, suits, orders or judgements brought or issued against the employer as a result of any action taken or not taken as a result of a request of the union under the

provisions of this Article including fair share fees, deductions and remittances.

ARTICLE 5 - MANAGEMENT RIGHTS

Except to the extent modified by this agreement, the employer reserves, exclusively, all of the inherent rights and authority to manage and operate its facilities and programs. The exclusive rights and authority of management include specifically, but are not limited to, the rights expressed in Section 4117.08 (C)(1) - (9) of the Ohio Revised Code, and the determination of the location and number of facilities; the determination and management of its facilities, equipment, operations, programs and services; the determination and promulgation of the standards of quality and work performance to be maintained; the determination of the management organization, including selection, retention and promotion to positions not within the scope of this agreement; the determination of the need and use of contractual services; and the ability to take all necessary and specific actions during emergency operational situations. Management will not discriminate against any employee in the exercise of these rights or for the purpose of invalidating any contract provision.

ARTICLE 6 - NON-DISCRIMINATION

Neither the employer nor the union shall unlawfully discriminate against any employee of the bargaining units on the basis of race, sex, creed, color, religion, age, national origin, political affiliation, union affiliation and activity, handicap or sexual preference, or discriminate in the application or interpretation of the provisions of this agreement, except those positions which are necessarily exempted by bona fide occupational qualifications due to the uniqueness of the job,

and in compliance with the existing laws of the United States, the State of Ohio, or Executive Orders of the State of Ohio.

The employer and union hereby state a mutual commitment to affirmative action, as regards job opportunities within the agencies covered by this agreement.

ARTICLE 7 - GRIEVANCE PROCEDURE

§7.01 Purpose

The State of Ohio and the union recognize that in the interest of harmonious relations, a procedure is necessary whereby employees can be assured of prompt, impartial and fair processing of their grievance. Such procedure shall be available to all bargaining unit employees and no reprisals of any kind shall be taken against any employee initiating or participating in the grievance procedure. Since this agreement provides for final and binding arbitration of grievances, pursuant to Section 4117.10 of the Ohio Revised Code, the State Personnel Board of Review shall have no jurisdiction to receive and determine any appeals relating to matters that are the subject of this grievance procedure.

§7.02 Definitions

A. Grievance as used in this agreement refers to an alleged violation, misinterpretation, or misapplication of specific article(s) or section(s) of the agreement.

B. Disciplinary grievance refers to a grievance involving a suspension, a discharge, or a reduction in pay or position. Probationary employees shall not have access to the disciplinary grievance procedure.

C. Day as used in this article means a calendar day, and times shall be computed by excluding the first and including the last day, except when the last day falls on a Saturday, a Sunday, or a legal holiday, the act may be done on the next succeeding day which is not a Saturday, Sunday, or holiday.

§7.03 Specific Provision

The grievant shall cite on the grievance form the specific article, section, or combination thereof that he/she alleges to have been violated and the specific resolution requested. If the grievant fails to cite provision(s) and requested resolution the supervisor shall return the grievance form to the grievant.

§7.04 Grievant

A grievance under this procedure may be brought by any bargaining unit member who believes himself/herself to be aggrieved by a specific violation of this agreement. When a group of bargaining unit employees desires to file a grievance involving an alleged violation that affects more than one (1) employee in the same way, the grievance may be filed by the union. A grievance so initiated shall be called a class grievance. Class grievances shall be filed by the union within ten (10) days of the date on which the grievant(s) knew or reasonably could have known of the event giving rise to the class grievance. Class grievances shall be initiated directly at Step 2 of the grievance procedure if the entire class is under the jurisdiction of the Step 2 management representative, or at Step 3 of the grievance procedure if the class is under the jurisdiction of more than one (1) Step 2 management representative. The union shall identify the class involved, including the names if necessary, if requested by the agency head or designee.

Union representatives, officers, or bargaining unit members shall not attempt to process as grievances, matters which do not constitute an alleged violation of the agreement.

§7.05 Termination of the Issue

When a decision has been accepted by the agency and the union at any step of this grievance procedure, or the agency has granted the grievance, it shall be final and no further use of this grievance procedure in regard to that issue shall take

place. It is understood that settlements below Step 3 are not precedent setting.

§7.06 Grievance Steps

The parties intend that every effort shall be made to share all relevant and pertinent records, papers, data and names of witnesses to facilitate the resolution of grievances at the lowest possible level. The following are the implementation steps and procedures for handling a member's grievance:

Preliminary Step

A member having a complaint is encouraged to first attempt to resolve it informally with his/her immediate supervisor at the time the incident giving rise to the complaint occurs or as soon thereafter as is convenient.

At this meeting there may be a delegate present. If the member is not satisfied with the result of the informal meeting, if any, the member may pursue the formal steps which follow:

Step 1 - Immediate Supervisor or Agency Designee

A member having a grievance shall present it to the immediate supervisor or agency designee within ten (10) days of the date on which the grievant knew or reasonably should have had knowledge of the event.

Grievances submitted beyond the ten (10) day limit will not be honored. The grievance at this step shall be submitted to the immediate supervisor or designee on the grievance form. The immediate supervisor or designee shall indicate the date and time of receipt of the form. Within seven (7) days of the receipt of the form the immediate supervisor or designee shall hold a meeting with the grievant to discuss the grievance. At such meeting, the grievant may bring with him/her the appropriate delegate. The immediate supervisor or designee shall respond to this grievance by writing the answer on the form or attaching it thereto, and by returning a copy to the grievant and delegate within seven (7) days of the meeting. The answer

shall be consistent with the terms of this agreement. Once the grievance has been submitted at Step 1 of the grievance procedure, the grievance form may not be altered except by mutual written agreement of the parties. Meetings will ordinarily be held at the worksite in as far as practical.

Step 2 - Next Level Supervisor or Agency Designee

Should the grievant not be satisfied with the written answer received in Step 1, within seven (7) days after the receipt thereof, the grievant may appeal the grievance to the next level supervisor or agency designee and request that the meeting contemplated by this step be scheduled.

Upon receipt of the grievance, the next level supervisor or agency designee shall indicate the date and time of receipt on the grievance form. The next level supervisor or agency designee shall hold a meeting and respond to the grievance within fourteen (14) days of receipt of the grievance. At the hearing the grievant may be accompanied by the appropriate delegate and/or organizer. The next level supervisor or designee shall respond to the grievance by writing the answer on the grievance form or by attaching it thereto and returning a copy to the grievant and the delegate. Meetings will ordinarily be held at the worksite in as far as practical.

Step 3 - Agency Head or Agency Designee

Should the grievant not be satisfied with the written answer received in Step 2, within seven (7) days after the receipt thereof, the grievance shall be filed with the agency head or designee. Upon receipt of the grievance, the agency head or designee shall hold a meeting and render a decision within thirty (30) days. The grievant may be accompanied at this meeting by a delegate and/or an organizer. The agency head or designee shall render the decision in writing and return a copy to the grievant and the union. Meetings will ordinarily be held at the worksite in as far as practical. By mutual agreement the parties may waive

the meeting and the agency head or designee shall render a decision within ten (10) days of the agreement. In this case the agency head's decision shall be based on documents only.

By mutual agreement, the union and agency may waive any preceding step of the grievance procedure.

Step 4 - Office of Collective Bargaining Review

If the grievant is not satisfied with the written answer received at Step 3, the grievant may, within five (5) days after the receipt thereof, appeal to the Director of the Office of Collective Bargaining. The appeal shall be made in writing by sending a copy of the grievance form to the Director of the Office of Collective Bargaining with a copy to the agency head or designee. No hearing shall be required. The Director of the Office of Collective Bargaining or designee shall review the documents submitted and issue a decision in writing and return a copy to the grievant, the union and the agency head or designee within twenty (20) days of the appeal.

Step 5 - Arbitration

If the union is not satisfied with the answer at Step 4, it may submit the grievance to arbitration, by serving written notice of its desire to do so, presented to the Director of the Office of Collective Bargaining with a copy to the agency head or designee, within fifteen (15) days after receipt of the decision in Step 4.

§7.07 Arbitration

A. Arbitration Panel

Within thirty (30) days after this agreement becomes effective, the parties (Office of Collective Bargaining and the union) shall select a panel of arbitrators. The panel shall be assigned cases in rotation order designated by the parties. Each arbitrator shall serve for the duration of this agreement unless the arbitrator's services are terminated earlier by written notice from either party

to the other. The arbitrator shall be notified of such termination by a joint letter from the parties.

The arbitrator shall conclude his/her services by deciding any grievance(s) previously heard. A successor arbitrator shall be selected by the parties.

The size of the panel, the method of selection and all other questions regarding this section shall be jointly agreed to by the parties.

Within sixty (60) days of the effective date of this agreement, the parties will mutually agree on a set of rules of arbitration. Insofar as is practical the rules will be based on the Voluntary Rules of the AAA.

B. Witnesses

The agency agrees to allow a reasonable number of necessary witnesses requested by the union time off, with pay to attend the arbitration hearing.

C. Expenses

All other fees and expenses of the arbitrator shall be shared equally by the parties, except as expressly provided in this Article.

If one (1) party desires a transcript of the proceedings, the total cost for such transcription shall be paid by the party desiring the transcript. If the other party desires a copy, then the cost for the copy shall be borne by the requesting party. The parties agree that normally transcripts will not be requested.

D. Arbitration Decisions

The arbitrator shall render the decision as quickly as possible, but in any event, no later than thirty (30) days after the conclusion of the hearing unless the parties agree otherwise. (Disciplinary arbitration decisions shall be submitted on the expedited schedule listed in that section.) The arbitrator shall submit an accounting for the fees and expenses of arbitration to both parties. The arbitrator's decision shall be submitted in writing and shall set

forth the findings and conclusions with respect to the issues submitted to arbitration.

E. Arbitrator Limitations

1. Only disputes involving the interpretation, application, or alleged violation of a provision of this agreement shall be subject to arbitration. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this agreement, nor shall he/she impose on either party a limitation or obligation not specifically required by the express language of this agreement.

2. The arbitrator shall have authority to subpoena witnesses pursuant to Section 2711.06, of the Ohio Revised Code. Upon receiving a request to issue a subpoena(s) the arbitrator shall contact the other party and hear and consider objections to the issuance of said subpoena(s). If the arbitrator sustains the objection to the issuance of the subpoena, the arbitrator shall inform the parties at least five (5) days prior to the hearing. The arbitrator shall not subpoena persons to offer repetitive testimony.

3. When the arbitrator determines that so many employees from the same facility have been subpoenaed that would impede the ability of the agency to carry out its mission or inhibit the agency's ability to conduct an efficient operation, he/she shall make alternate arrangements to hear the testimony.

F. Binding Decisions

Arbitrators' decisions under this agreement shall be final and binding.

G. Issues

Prior to the start of an arbitration hearing under this agreement, the employer and the union shall attempt to reduce to writing the issue or issues to be placed before the arbitrator. The arbitrator's decision shall address itself solely to the issue or issues presented and shall not impose upon either party any restriction or obligation pertaining to any matter raised in the dispute which is not specifically related to the submitted issue or issues.

§7.08 Disciplinary Grievances and Arbitrations

An employee with a grievance involving a suspension, a discharge, or reduction in pay and/or position shall be subject to an expedited grievance/arbitration procedure and shall be excluded from the regular procedure outlined in Section 7.07. In this expedited procedure the grievance is filed directly at Step 3 except that probationary employees shall not have the right or ability to file disciplinary grievances under this agreement. If the employee is not satisfied with the answer at Step 3 he/she may appeal to Step 4 (Steps 3 and 4 in this expedited process are identical to the same steps in Section 7.07). If the union is not satisfied with the decision issued at Step 4 it may submit the disciplinary grievance to expedited arbitration by sending a written notice to the Director of the Office of Collective Bargaining with a copy to the agency head or designee within ten (10) days of the receipt of the Step 4 answer.

The hearing under this expedited procedure shall be conducted by the next panel arbitrator in a special disciplinary rotation who is able to schedule a hearing within thirty (30) days. By mutual consent the parties may waive the hearing and submit the issue on written material only.

If both parties mutually agree at the conclusion of the hearing, the arbitrator may issue a bench ruling sustaining or denying the grievance or modifying the discipline imposed or issue a short written decision within five (5) days of the close of the hearing. The written decision shall include only a statement of (1) the granting of the grievance, or (2) a denial of the grievance, or (3) a modification of the discipline imposed, and a short examination of the reasoning leading to the decision.

By mutual agreement, the parties may reduce to writing their version of what happened along with the names of any witnesses to the incident(s) giving rise to the discipline or any facts

surrounding same. The parties will exchange these written statements at least fifteen (15) days prior to the arbitration hearing.

On the day of the hearing, the arbitrator shall consider the arguments of the representatives of each party, the testimony of any witnesses and the written statements, if any. Documents may be entered by either side.

Only suspensions, reduction in pay and/or position, or discharge shall be arbitrable under this agreement. Written reprimands may be grieved directly to Step 2. The decision at Step 3 shall be final. Verbal reprimands shall not be grievable, nor shall they be placed in an employee's personnel file.

§7.09 Representation

In each step of the grievance procedure outlined in this Article, certain specific union representatives are given approval to attend the meetings therein prescribed. It is expected that, in the usual grievance, these plus the appropriate employer representatives will be the only representatives in attendance at such meeting; however, necessary witnesses may attend on paid time.

§7.10 Miscellaneous

A. Extensions and Mutual Agreement

The grievant or the union representative and the agency may mutually agree at any point in the procedure to a time extension.

Approved leave with pay shall constitute an automatic time extension to the grievant with respect to such days. In the absence of such mutual extensions, the grievant may, at any step where a response is not forthcoming within the specified time limits, move the grievance along to the next step in the procedure and proceed therein as though the answer at the prior step had been given and was unsatisfactory.

Failure of the grievant to appeal a grievance to the next step of the grievance procedure within the time constraints specified in this agreement, shall be considered an acceptance of the last answer given. In the event of an emergency situation which

precludes the grievant from attending a scheduled meeting or authorizing a delegate to appear in his/her behalf, the grievant shall notify the agency as soon as possible and the meeting will be rescheduled.

Within Steps 1 through 3, if the agency fails to respond to the grievance within the specified time limits, the grievance shall proceed to the next step in the procedure as though the answer at the prior step had been given and was unsatisfactory.

B. Hearing Waiver

By mutual consent the union and agency may waive a hearing and submit the issue on written materials only, or by mutual consent, may alter any of the procedures set forth in this Article.

§7.11 Grievance Forms

Grievance forms mutually agreed to by the union and the employer may be obtained from a designated source at each facility and/or the union delegate.

ARTICLE 8 - DISCIPLINE

§8.01 Standard

Disciplinary action may be imposed upon an employee only for just cause.

§8.02 Progressive Discipline

The principles of progressive discipline shall be followed. These principles usually include:

A. Verbal Reprimand
B. Written Reprimand
C. Suspension
D. Demotion or Removal

The application of these steps is contingent upon the type and occurence of various disciplinary offenses.

§8.03 Pre-Discipline

Prior to the imposition of a suspension of more than three (3) days, demotion or termination, the employee shall be afforded an opportunity to be confronted with the charges against him/her and to offer his/her side of the story. This opportunity shall be offered in accordance with the "Loudermill decision" or any subsequent court decisions that shall impact on pre-discipline due process requirements.

ARTICLE 9 - INITIAL PROBATIONARY PERIOD

All newly hired employees shall serve a probationary period of one hundred eighty (180) days.

A probationary period for any classification may be extended if mutually agreed to by the agency and the union. Dismissal during an initial probationary period shall not be grievable. Employees hired during the six (6) months prior to the ratification of this agreement who were hired with a shorter probationary period shall not be required to serve a longer probationary period.

ARTICLE 10 - VACATION ALLOWANCE

§10.01 Rate of Accrual

Permanent full-time employees shall be granted vacation leave with pay as follows:

	Accrual Rate	
Length of State Service	**Per Pay Period**	**Per Year**
less than 1 year		80 hours upon completion of one year of service (10 work days)
1 year or more	3.1 hours	80 hours (10 work days)
5 years or more	4.6 hours	120 hours (15 work days)
10 years or more	6.2 hours	160 hours (20 work days)
20 years or more	7.7 hours	200 hours (25 work days)

Effective with the approval of this agreement only service with state agencies, i.e., agencies whose employees are paid by the Auditor of State, will be computed for purposes of determining the rate of accrual for new employees in the bargaining units.

§10.02 Maximum Accrual

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

Annual Rate of Vacation	**Accumulation Maximum**
80 hours	240 hours
120 hours	360 hours
160 hours	480 hours
200 hours	600 hours

§10.03 Scheduling

Vacation leave shall be taken only at times mutually agreed to by the appointing authority and employee. The appointing authority may establish maximum numbers of employees who can be absent from any given work site at one time. State seniority shall be the determining factor in granting vacation requests when requests are submitted thirty (30) days prior to the desired date or the posting of the work schedule (where applicable posting of the schedule exists) for the date(s) requested. Requests made later, if granted, shall be granted on a first-come, first serve basis.

Requests for vacation leave shall not be unreasonably denied.

When an emergency exists, in the sole and exclusive opinion of the employer, as represented by the Governor or Agency Director, all leaves including vacations may be canceled.

§10.04 Charge of Vacation Leave

Vacation leave which is used by an employee shall be charged in minimum units of one-tenth (1/10) hour.

§10.05 Conversion of Vacation Leave Credit upon Separation from Service

An employee shall be entitled, upon separation for any reason, to a cash conversion of all vacation leave up to three (3) years accrual.

§10.06 Transfer of Vacation Leave

An employee who transfers from one state agency to another shall be credited with the unused balance of his/her vacation leave.

§10.07 Death of an Employee

In case of death of an employee, any unused vacation leave shall be paid in accordance with Section 2113.04 of the Ohio Revised Code in effect on the date of the ratification of this agreement; or to his/her estate.

§10.08 Permanent Part-Time Employee

Permanent part-time employees will accrue 3.1 hours of vacation for each eighty (80) hours of work after they have worked a total of 2080 hours. Hours worked prior to the ratification of this agreement shall be counted toward the initial 2080 hour requirement.

ARTICLE 11 - HOLIDAYS

§11.01 List of Days

Full-time employees of the bargaining units will have the following holidays:

1. New Year's Day - (first day in January)
2. Martin Luther King's Birthday - (third Monday in January)

3. Presidents' Day - (third Monday in February)
4. Memorial Day - (last Monday in May)
5. Independence Day - (Fourth of July)
6. Labor Day - (first Monday in September)
7. Columbus Day - (second Monday in October)
8. Veterans' Day - (eleventh of November)
9. Thanksgiving Day - (fourth Thursday in November)
10. Christmas Day - (twenty-fifth of December)
11. Any day appointed and recommended by the Governor of the State of Ohio or the President of the United States.

A holiday falling on a Sunday will be observed on the following Monday, while a holiday falling on a Saturday will be observed on the preceding Friday. In facilities which operate on Saturday and/or Sunday, and where the employee's work week is other than Monday through Friday, the holiday will be observed on the day on which it falls.

§11.02 Holiday Pay

Full-time employees are automatically entitled to eight (8) hours of holiday pay regardless of whether they work on the holiday. Compensation for working on a holiday is in addition to the automatic eight (8) hours of holiday pay and shall be computed at the rates prescribed in this Article.

A. If a holiday occurs during a period of sick or vacation leave the employee shall not be charged for sick leave or vacation for the holiday;

B. An employee on leave of absence is in no-pay status and shall not receive payment for a holiday. A leave of absence shall neither start nor end on a holiday;

C. An employee in no-pay status shall not receive holiday compensation;

D. Full-time employees with work schedules other than Monday through Friday are entitled to pay or time off for any holiday observed on their day off.

§11.03 Computation of Holiday Pay or Compensatory Time

An employee who is required to work a holiday or is called in may choose to receive overtime pay equivalent to one and one half (1 1/2) times the hours worked times the regular rate or receive compensatory time equivalent to one and one half (1 1/2) times the hours worked, in addition to the eight (8) hours of holiday pay.

Upon separation from state service for any reason including retirement, employees will receive compensation for all holiday compensatory time earned but not used pursuant to this section.

§11.04 Part-time Employees

Part-time employees will be paid holiday pay for any holiday on which they are ordinarily scheduled. They shall be paid for the number of hours for which they would have ordinarily been scheduled.

§11.05 Religious Holiday Exchange

Religious holidays of one faith may be exchanged upon the request of an employee, where practical, for the Christmas holiday. When such an exchange is made, work performed on the original holiday will not be considered work on a holiday for pay purposes.

ARTICLE 12 - PERSONAL LEAVE

§12.01 Eligibility for Personal Leave

Each full-time employee shall be eligible for personal leave with pay. Each part-time employee shall be eligible for personal leave as outlined below.

§12.02 Credit of Personal Leave

A. Each full-time employee shall be credited with twenty-four (24) hours of personal leave each year. Such credit shall be made to each employee beginning on the first day of the base pay period. (The pay period which includes the first day of December).

B. Each person who receives a full-time appointment subsequent to the base pay period shall be credited with twenty-four (24) hours of personal leave less nine-tenths (9/10) of an hour for each pay period subsequent to the base pay period and prior to the pay period during which the appointment was made.

C. Each part-time employee shall be credited with nine-tenths (9/10) of an hour for each eighty (80) hours of work. This credit will be incrementally applied.

§12.03 Compensation

Compensation for personal leave shall be equal to an employee's regular rate of pay.

§12.04 Charge of Personal Leave

Personal leave which is used by an employee shall be charged in minimum units of one-tenth (1/10) hour. Employees shall be charged personal leave only for the days and hours for which they would have otherwise been scheduled to work but shall not include scheduled overtime.

§12.05 Notification and Approval of Use of Personal Leave

Employees may be granted personal leave upon giving twenty-four (24) hours notice to the supervisor. In emergency situations, requests may be granted with a shorter notice. Requests for the use of personal leave shall not be unreasonably denied.

§12.06 Prohibitions

Personal leave may not be used to extend an employee's date of resignation or date of retirement. Personal leave may not be used to extend an employee's active pay status for the purpose of accruing overtime or compensatory time.

§12.07 Conversion or Carry Forward of Personal Leave Credit at Year's End

An employee shall have, pursuant to the following provisions, the option to convert to cash or carry forward the balance of any unused personal leave at year's end. For purposes of this

section the term "year's end" means the last day of the pay period preceding the base pay period.

A. Carry forward the balance of personal leave up to a maximum of two times the annual rate (48 hours).

B. Convert the balance of personal leave to accumulated sick leave.

C. Receive a cash benefit conversion for the unused balance of personal leave. The cash conversion shall equal one (1) hour of the employee's regular rate of pay for every one (1) hour unused credit that is converted.

An employee eligible to receive a cash conversion of personal leave credit at year's end must indicate his/her desire to convert any personal leave no later than the end of the pay period that includes the first day of November. The Director of each department shall be responsible for reporting the conversion requests to the Department of Administrative Services.

§12.08 Conversion of Personal Leave Credit Upon Separation From Service

An employee shall be entitled, upon separation for any reason, to a cash conversion for unused personal leave credit pursuant to the provisions of this Article.

An employee who has accumulated personal leave under the provisions of this Article shall be entitled to, upon separation of service, a cash conversion for all accumulated personal leave, less nine-tenths (9/10) hour for each pay period that remains beginning with the first pay period following the date of separation until the pay period preceding the next base pay period. Part-time employees who separate shall be entitled to cash-in all accumulated personal leave. Payment for accumulated unused personal leave credit shall be at a rate equal to an employee's regular rate of pay.

The Director of each department shall be responsible for notifying employees in writing of their right to convert personal leave credits upon separation.

If an employee, who has separated from state service and has received cash benefits for personal leave credit pursuant to the provisions of this Article, is reinstated or reemployed in state service, he/she shall not be granted reinstatement of personal leave credit converted to a cash benefit nor will the employee be entitled to any additional personal leave credit before the next base pay period.

§12.09 Transfer of Personal Leave Credit

An employee who transfers from one state agency to another shall be credited with the unused balance of his/her personal leave.

§12.10 Death of an Employee

Payment of accumulated personal leave to the estate of a deceased employee shall be done in accordance with the procedure provided by Section 2113.04 of the Ohio Revised Code consistent with Section 12.07 above.

ARTICLE 13 - SICK LEAVE AND BEREAVEMENT

§13.01 Definitions; Sick Leave for State Employees

A. "Base pay period" means the pay period that includes the first day of December.

B. "Pay period" means the fourteen-day period of time during which the payroll is accumulated, as determined by the Director of Administrative Services.

C. "Active pay status" means the conditions under which an employee is eligible to receive pay, and includes, but is not limited to, vacation leave, sick leave and personal leave.

D. "No pay status" means the conditions under which an employee is ineligible to receive pay, and includes, but is not limited to, leave without pay, leave of absence and disability leave.

E. "Full-time employee" means an employee whose regular hours of duty total eighty (80) in a pay period in a state agency, and whose appointment is not for a limited period of time.

F. "Regular rate of pay" means the base rate of pay plus longevity and supplements excluding shift differential.

§13.02 Leave Credit

Employees in the bargaining units shall receive sick leave credit according to the employee's status as follows:

A. **Full-time employees**

All full-time employees shall receive sixty-four (64) hours per year subject to the following:

1. If the employee is in active pay status as of the beginning of the base pay period, such credit will be made the first day of the base pay period;

2. If the employee is in no pay status as of the beginning of the pay period, or is newly appointed subsequent to the base pay period, such credit shall be reduced by 2.4 hours for each pay period subsequent to the base pay period and prior to the first day of the pay period during which the employee returns to active pay status;

3. If the employee separates or becomes other than full-time during the year, such credit shall be reduced by 2.4 hours for each pay period subsequent to the pay period in which the employee's status changes and prior to the next base pay period. Such reduction shall not exceed the employee's annual credit balance as of the date of the change in status.

B. **Part-time employees**

A part-time employee shall receive 2.4 hours of sick leave credit for each eighty (80) hours of completed service.

§13.03 Charge of Sick Leave

Sick leave used shall be charged in minimum units of one-tenth (1/10) hour. Employees shall be charged sick leave only for the days and hours for which they would have otherwise been regularly scheduled to work. Sick leave shall not exceed the amount of time an employee would have been scheduled to work in any pay period.

§13.04 Compensation for Charged Sick Leave

Compensation for charged sick leave accumulated and credited shall be at a rate of one hundred percent (100%) of the employee's regular rate of pay.

§13.05 Notification for Use of Sick Leave and Notification for Extended Sick Leave

A. **Notification**

An employee who is unable to report for work, and who is not on a previously approved day of vacation, sick leave, personal leave or leave of absence, shall give reasonable notice to the supervisor. For those employees in non-relief positions, the notification must be made within one-half (1/2) hour after the time the employee is scheduled to work. For those employees who are in relief positions, the current local practice will remain in effect, unless the cause for the leave prevents such notification.

B. **Notification for extended sick leave**

In the case of a condition exceeding seven (7) consecutive calendar days, a physician's statement specifying the employee's inability to report to work and the probable date of recovery is required.

§13.06 Sick Leave Uses, Evidence of Use, and Abuse

A. The appointing authority shall approve sick leave usage by employees for the following reasons:

1. Illness, injury, or pregnancy-related condition of the employee;
2. Exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of other employees;

3. Examination of the employee, including medical, psychological, dental, optical, auditory, or speech/ language;
4. Death of a member of the employee's immediate family. Such usage shall be limited to a reasonably necessary time, not to exceed five (5) days;
5. Illness, injury, or pregnancy-related condition of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member;
6. Examination, including medical, psychological, dental, optical, auditory, or speech/language, of a member of the employee's immediate family where the employee's presence is reasonably necessary;
7. An employee on the midnight shift may use sick leave on the night preceding an examination referred to in (3) and (6) above providing advance notice is given to the employee's supervisor.

B. **Evidence of use**

Each supervisor may require an employee to furnish a satisfactory written, signed statement which may include a certification from a licensed physician, to justify the use of sick leave or other authorized leave for medical reasons. This certificate shall not be required in an arbitrary or capricious manner. Falsification of either the signed statement or a physician's certificate shall be grounds for disciplinary action.

§13.07 Inadequate Sick Leave

If any disabling illness or injury continues past the time for which an employee has accumulated sick leave, the appointing authority may authorize a leave of absence without pay in accordance with Article 24 Leave of Absence Without Pay of this agreement or if the employee is eligible, recommend disability leave benefits in accordance with Article 14 Disability Leave of this agreement.

§13.08 Conversion or Carry Forward of Sick Leave Credit at Year's End

An employee shall have the option to convert to cash or carry forward the balance of any unused sick leave at year's end pursuant to Section 123:1-32-08 of the Administrative Code in effect on the date of the ratification of this agreement.

§13.09 Conversion of Sick Leave Upon Separation from Service

An employee shall be entitled, upon separation for any reason, to a cash conversion for unused sick leave pursuant to Section 123:1-32-09 of the Administrative Code in effect on the date of the ratification of this agreement.

§13.10 Transfer of Sick Leave Credit, Restoration of Sick Leave Credit and Conversion to Cash Benefit of Sick Leave Credit Upon Retirement or Death of an Employee

An employee shall be entitled to the following pursuant to Section 123:1-32-10 of the Administrative Code in effect on the date of the ratification of this agreement:

A. An employee who transfers from one state agency to another shall be credited with the unused balance of the accumulated sick leave;

B. Upon reemployment, sick leave shall be granted upon presentation of appropriate documentation to the appointing authority, provided that the employee is reemployed within ten (10) years of the date on which the employee was last terminated from public service. The employee shall notify the appointing authority of the amount of unconverted creditable sick leave and provide reasonable documentation in support of any such claim. Upon request by an employee, previous appointing authorities shall provide the employee with adequate documentation regarding the previously accumulated sick leave of which the appointing authority is aware;

C. In the case of death of an employee, the employee's unused sick leave shall be converted to cash. The cash conversion of unused sick leave shall be paid in accordance with Section 2113.04 of the Ohio Revised Code; or to his/her estate;

D. Effective with the ratification of this agreement all new employees of the bargaining units may convert only those hours of sick leave earned in state agencies, i.e., those agencies whose employees are paid by the Auditor of State.

§13.11 Sick Leave Control Policy

The union and the employer recognize the need to avoid the abuse of sick leave. Both parties through the Office of Collective Bargaining will jointly develop a positive approach toward the goal of eliminating sick leave abuse, if any. This approach will have primary emphasis on the maintenance of good health of employees. The parties will also discuss and implement, if possible, a bonus plan for good attendance. Progressive discipline as outlined in Article 8 Discipline for an employee who abuses sick leave will be used. Any change in policy will be implemented after discussions during the first year of the contract, unless mutually extended by the parties.

§13.12 Bereavement Leave

Three (3) days bereavement leave shall be granted to each employee upon the death of a member of his/her nuclear family, i.e., parents, spouse, siblings, or children.

§13.13 Proration of Initial Sick Leave Increase

In the first year of the agreement, one (1) additional day shall be prorated from the effective date of the first wage increase to the beginning of the next base pay period.

ARTICLE 14 - DISABILITY LEAVE

§14.01 Eligibility

A full-time permanent employee of the bargaining units is eligible for disability leave benefits if the employee has completed one year of continuous state service and if:

A. The employee is eligible for sick leave credit pursuant to Article 13 Sick Leave and Bereavement of this agreement; or

B. The employee is on disability leave or on approved medical leave and would be eligible for sick leave credit pursuant to Article 13 of this agreement except that the employee is in no pay status.

§14.02 Standards and Procedures

Those provisions of the Administrative Code as promulgated by the Director of Administrative Services which relate to disability leave and are in effect as of the date of the ratification of this agreement, shall govern the issuance of disability leave benefits under this Article.

§14.03 Minimum Benefit Level

The minimum level of disability leave benefit pursuant to this Article shall be no less than seventy percent (70%) of the full-time permanent bargaining unit employee's regular rate of pay.

ARTICLE 15 - GROUP HEALTH INSURANCE

The employer shall provide health insurance to the employees of the bargaining units in accordance with the procedures specified in Section 124.82 of the Ohio Revised Code. The employer's maximum contribution for all health plans offered by this section is set at the following rates:

A. For fiscal year 1988, single coverage under age 70, $80.70; single coverage over age 70, $33.90; family coverage under age 70, $193.52; and family coverage over age 70, $107.41;

B. For fiscal year 1989, single coverage under age 70, $85.58; single coverage over age 70, $35.95; family coverage under age 70, $205.22; and family coverage over age 70, $113.90.

In the Schools for the Deaf and the Blind, employees shall have their group health insurance paid during the calender year under the terms of this Article.

Upon written request, the employer shall allow the union to switch to an alternative health insurance provider should the present benefits be available at a reduced cost. The employer contribution shall be at the above listed rates. The employer may specify conditions of coverage and time frames that would be required before the provisions of this paragraph may be utilized.

In the event an employee goes on an extended medical disability, or is receiving workers compensation benefits, the employer-policyholder shall continue at no cost to the employee the coverage of group health insurance for such employee for the period of such extended leave, but not beyond three (3) years.

ARTICLE 16 - LIFE INSURANCE

§16.01 Amount

The employer shall provide group life insurance coverage at no cost for all employees of the bargaining units. The amount of insurance provided is an amount equal to the employee's annual salary, rounded upward to the next higher thousand. An employee's amount of insurance is reduced by 50% at age 65; however, this "age 65"reduction will not reduce the actual insurance amount to less than $5,000. There will be no reduction if the formula amount is $5,000 or less. At age 70 all insurance coverage will terminate.

In the Schools for the Deaf and the Blind, employees shall have their life insurance paid during the calendar year under the terms of this Article.

§16.02 Conversion

In the event the employee terminates from state service, or is on an unpaid leave of absence, or reaches age 70, the employee may convert his/her life insurance to a private policy by paying the premium rate within the thirty-one (31) day conversion privilege period.

§16.03 Disability Coverage

In the event a state employee goes on an extended medical disability, or is receiving workers compensation benefits, the employer-policyholder shall continue at no cost to the employee the coverage of the group life insurance for such employee for the period of such extended leave, but not beyond three (3) years.

§16.04 Double Indemnity

When an employee is killed in the line of duty, his/her estate or beneficiary shall receive twice the amount of coverage as specified in Section 16.01.

§ARTICLE 17 - RETIREMENT

Upon the passage of House Bill 706 or similar legislation conferring an early retirement plan upon eligible bargaining unit members, the employer will meet with the union to discuss the implementation of such legislation. The Public Employees Retirement System shall continue in full force and effect as provided for in provisions of the Ohio Revised Code during the term of this agreement.

ARTICLE 18 - EMPLOYEE ASSISTANCE PROGRAM (EAP)

§18.01 Implementation

Both the employer and the union agree to the implementation of the State's Employee Assistance Program through such structures as may be provided by Executive Order or Rules.

§18.02 Training of Delegates

Insofar as possible all union delegates will be trained in procedures to be followed in direct referral to the various community services agencies.

§18.03 Awareness of Service

The employer agrees to cooperate fully with the union in developing awareness of the available services under EAP.

§18.04 Confidentiality of Records

Confidentiality of records shall be maintained at all times with the EAP. Information concerning an individual's participation in the program shall not enter his/her personnel file. In cases where the employee and the agency jointly enter into a voluntary agreement, in which the agency defers discipline while the employee pursues a treatment program, the employee shall waive confidentiality only to the extent that the agency shall receive regular reports as to the employee's continued participation and success in the treatment program.

§ARTICLE 19 - TRAVEL

§19.01 Time

Travel time as required by the agency is considered work time if the travel is between work sites or between the employee's place of residence and a worksite other than the assigned worksite before, during or after the regular work day. However, the time spent in traveling from an employee's place of residence to and from his/her headquarters shall not be considered work time. Overnight stay shall not be considered as travel time or hours worked. There shall be no standard travel time from place to place. Any employee who must begin work at some location other than his/her regular location shall be paid from the time he/she leaves his/her residence until the time he/she returns to his/her residence. Actual mileage shall be paid, and there shall be no standard mileage from place to place.

Beginning with the date of the ratification of this agreement, the "forty-five minute rule" and the "standard time allowance rule" shall cease.

§19.02 Personal Vehicle

If the agency requires the employee to use his/her personal vehicle the agency shall reimburse the employee with a mileage allowance of twenty-two cents ($.22) per mile.

§19.03 Duty to Report

It shall be the responsibility of the employee to report to his/her immediate supervisor any traffic violation/citation (not required if driving personal car), or accident which he/she may have been involved with or received while on state business.

§19.04 Expense Allowances

Per diem reimbursement rates for full day in-state travel shall be actual cost up to the following maximum rates:

Meals	$14.50
Lodging	$40.00 plus tax

Full day travel is defined as departure prior to 7:00 a.m. and return after 7:00 p.m.

Reimbursement rates for partial day in-state travel shall be the actual cost up to the following maximum rates:

Four dollars ($4.00) if departure from home or headquarters is prior to 7:00 a.m. and return to home or headquarters is prior to 7:00 p.m.

Ten and a half dollars ($10.50) if departure from home or headquarters is after 7:00 a.m. and return to home or headquarters is after 7:00 p.m.

Additional provisions of Office of Budget and Management Rule 126-01-02, Rates and Requirements for Reimbursement of Travel Expenses Within the State of Ohio, effective March 2, 1986, shall apply.

Out of state expense allowances adopted by the Emergency Board effective August 1, 1985 or subsequent improvements shall apply.

Any expenses encumbered on behalf of a client(s) shall be reimbursed.

§19.05 Travel Reimbursement

No later than sixty (60) days after the date of the ratification of this agreement, the Departments of Health, Human Services, Rehabilitation and Correction and Youth Services shall implement a prospective payment program for in-state travel expenses. This program will be a one (1) year test, with evaluation to be done by the agency, the Office of Collective Bargaining and the Office of Budget and Management. The agency shall set minimum requirements for participation. The union may take recommendations to the Office of Collective Bargaining on the desirability of bargaining unit wide implementation.

The other agencies are committed to processing travel expense reports within thirty (30) days of the submission of a properly completed Travel Expense Report, form ADM-3148.

§19.06 Transport of Felons

The management of the Division of Parole and Community Services recognizes that the transportation of felons for the purpose of arrest and detention, or return to prison for revocation is a significant safety issue for field officers.

During the first year of the agreement a centralized transportation system will be developed by the Division, for the purpose of returning parole violators from local jails to the state prisons.

There will be occasion when it is necessary for such transportation to be provided by field officers in accordance with prescribed policies.

For this purpose the Division will provide an appropriately equipped vehicle for each district office, during the life of the agreement, for transporting felons to local jails for detention and arrest, and for other related field activities.

§19.07 - Parking

An employee who is required to pay for parking while traveling on agency business shall be reimbursed. The agency shall reimburse or make available a cost-free parking space for parking at the employee's headquarters on any return from business travel.

ARTICLE 20 - MOVING EXPENSES

Moving expenses shall be paid by the agency when the employee is transferred or moved, except if such move or transfer is a result of the employee bidding on a job according to Article 28 Vacancies.

Moving expenses will not be paid by the agency when an employee is exercising his/her bumping rights under Article 27 Layoff and Recall.

ARTICLE 21 - CONTINUING EDUCATION

§21.01 Purpose

The employer recognizes that certain benefits accrue both to the State and the employee through participation in continuing education activities, including attendance at professional conferences and seminars and enrollment in post-secondary educational programs. The appointing authority or designee, working within the framework of budgetary constraints, will support these activities when deemed appropriate and beneficial to all concerned. If participation in such activities is voluntary, time spent in them shall not be considered time worked for overtime purposes. When an employee attends a professional conference or seminar which is approved or sponsored by the agency, the employee shall receive his/her regular daily rate

of pay for each day of attendance at such conference or seminar which falls on a regularly scheduled work day.

§21.02 Tuition Reimbursement, Seminar and Conference Fund

The employer/agencies are committed to the upgrading and maintenance of the educational and skill levels of bargaining unit members. Where possible, the agencies will continue the practice of tuition reimbursement in effect on the date of the ratification of this agreement. In addition, the employer (OCB) shall establish a tuition reimbursement, seminar and conference fund of $100,000 for both units in fiscal year 1988 and $100,000 for both units in fiscal year 1989. The employer (OCB) and the union shall meet to agree to reasonable rules for the expenditure of the funds. The fund will pay for fees and expenses for attendance at seminars, workshops and conferences, and for tuition reimbursement.

Any remaining funds committed for a fiscal year shall carry over to the next fiscal year within the same biennium. Reimbursement for travel, food and lodging shall be consistent with Article 19 Travel of this agreement. Agencies may allocate additional funds within their agency for the purpose of providing reimbursement to their employees for approved attendance at seminars and conferences, or for tuition reimbursement. In agencies where such a fund exists agency employees must apply first for seminars, workshops and conferences and tuition reimbursement from that agency. When those funds are no longer available or do not exist the employees may apply for reimbursement from the tuition reimbursement, seminar and conference fund established by the employer (OCB).

The agency shall attempt to share information on seminars, workshops and conferences with interested employees, consistent with the local procedure for distribution of that type of material. However, the agency cannot be responsible for removal of notices

from bulletin boards or failure of others to forward the information.

The Department of Mental Health will reimburse bargaining unit members for continuing education/seminars of benefit to both the employees and to the agency to a maximum of $50,000 in fiscal year 1987. By August 1, 1986, the Department of Mental Health will develop policies and procedures for reimbursement of expenses for continuing education/seminars. These policies and procedures will be discussed in the Agency Professional Committee. In preparing the budget for fiscal years 1988 and 1989, the agency will submit to the legislature for a continuation of a like amount of funds.

Requests to attend seminars, workshops and conferences, or for tuition reimbursement shall not be unreasonably denied.

§21.03 Educational Stipends

Full-time stipendiary arrangements, when an agency has funds available for this purpose, may be made for employees, at an approved educational institution. Such arrangements shall normally be made for periods of at least one (1) academic term or quarter but not more than two (2) academic years. The stipend shall not exceed regular salary plus tuition, books and related school expenses. Under a stipendiary program, the employee shall sign an agreement to work for a state agency for a period of time at least equal to the length of the stipend program. If he/she fails to perform this service, the amount of the stipend payment shall be repaid. Repayment may be waived by the appointing authority when warranted by exceptional circumstances. Use of this program shall be limited to fields of study in which the employee is working.

§21.04 Time Off for Classes

An employee may be allowed time off from his/her position without loss of pay for the purpose of taking job related educational courses or training, at an approved educational

institution. The maximum time off under this arrangement may not exceed one-fourth of the employee's normally scheduled hours per week. Any time beyond this amount shall be without pay, unless specifically approved by the agency.

ARTICLE 22 - HOURS OF WORK AND OVERTIME

§22.01 Work Week

The standard work week for full-time employees shall be forty (40) hours exclusive of time allotted for unpaid meal periods.

§22.02 Rate of Overtime Pay

Employees shall receive compensatory time or overtime pay for authorized work performed in excess of forty (40) hours per week, except for the following classifications:

65341	Physician
65343	Physician Specialist
65351	Psychiatrict Physician
65371	Psychiatrist

Compensatory time and overtime pay for physicians shall be addressed in Article 41 Physicians.

§22.03 Overtime Assignment

A. In institutional settings when the agency determines that overtime is necessary, overtime shall be offered on a rotating basis, at least to the first five (5) qualified employees with the most state seniority who usually work the shift where the opportunity occurs. If no qualified employees on the shift desire to work the overtime, it will be offered on a rotating basis first to the qualified employee with the most state seniority at the work site. When there are no volunteers to work the overtime as outlined above, and where an emergency exists, reasonable overtime hours may be required by the agency. Such overtime shall be assigned, on a rotating basis, first to the qualified employee with the least state seniority at the work site.

B. In non-institutional settings, the agency reserves the right to schedule and approve overtime. In emergency situations overtime may be approved after the fact. Required overtime that can be worked by more than one (1) employee at the work site (that which is not specific to the particular employee's case load or specialized work assignment) will be offered on a rotating, state seniority basis. If no qualified employee volunteers for the work, or where an emergency exists, then the qualified employee with the least state seniority at the work site will be assigned on a rotating basis.

§22.04 Overtime and Compensatory Time

Overtime work shall be compensated as follows:

A. Hours in an active pay status in excess of forty (40) hours in any calendar week shall be compensated at the rate of one and one-half (1 1/2) times the regular rate of pay for each hour of such time. Regular rate of pay is defined as the base rate of pay plus longevity and supplements excluding shift differential.

B. An employee may elect to take compensatory time off in lieu of cash overtime payment for hours in an active pay status more than forty (40) hours in any calendar week. Such compensatory time shall be granted on a time and one-half (1 1/2) basis.

C. The maximum accrual of compensatory time shall be one hundred twenty (120) hours and compensatory time must be taken within one (1) year of its being earned.

D. When the maximum hours of compensatory time accrual is rendered, payment for overtime work shall be made in cash. Compensatory time not taken within one (1) year shall be paid in cash.

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

1. The final regular rate received by the employee, or

2. The average regular rate received by the employee during the last three (3) years of employment.

F. For the 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, sick leave and personal leave.

G. Compensatory time requests must be submitted in writing twenty-four (24) hours in advance of the anticipated time off, unless the need for time off is of an emergency nature.

§22.05 Jury Duty

Employees shall receive full pay for regularly scheduled working hours when they are required to serve as a juror in a United States or Ohio court. Employees scheduled to work on afternoon shift shall not be required to report to work on days when they serve as jurors, but shall receive full jury duty pay. Employees scheduled to work on the midnight shift shall not be required to report to work on nights preceding reporting for jury duty, but shall receive full jury duty pay. Any fees received by the employee for such activity shall be remitted to the employer.

§22.06 Court Appearance

Any employee who has to appear in court or other official proceedings for the employer for any reason shall be paid for such time. If the court appearance is on the employee's regular day off, the employee shall receive pay or compensatory time at the rate of one and one half (1 1/2) times the regular rate of pay.

§22.07 Meal Periods

Employees shall be granted an unpaid meal period of not less than thirty (30) minutes nor more than sixty (60) minutes near the midpoint of each shift, if feasible. If it is not feasible near the midpoint of the employee's shift, every attempt will

be made to reschedule it at the earliest available time during that shift. If it is impossible to reschedule the meal period during the shift, the employee will be compensated according to the provisions of this agreement. Employees who are required by the agency to remain in a duty status with no scheduled meal period shall receive compensation for time worked at their regular rate except when the employee is in an overtime status at which time the employee will be compensated at his/her overtime rate.

§22.08 Breaks

A paid rest period of fifteen (15) minutes shall be granted to each employee for every four (4) hours of regularly scheduled work performed, except during an unusual situation or emergency created beyond the control of the agency. Such rest periods shall be a time detached from lunch periods, the beginning and end of shifts, and although reasonably scheduled by the agency, shall be taken near the midpoint of each half-shift unless mutually agreed otherwise. Paid rest periods of ten (10) minutes each for every two (2) continuous hours of overtime worked shall be granted to employees.

§22.09 Emergency Leave

Should an employee be sent home before the end of his/her shift or told not to report due to unusual circumstances beyond the control of the employee, the employee shall be paid for the full shift.

An employee who normally uses a personal car in the course of his/her work shall be scheduled to work at his/her normal work headquarters, or be provided a state car, should his/her personal car be temporarily inoperable or being repaired. Should an employee's personal or state car become inoperable during the course of his/her work, he/she shall be required to contact his/her immediate supervisor and shall be instructed to return to his/her work headquarters or report to an alternate work

location; be provided a state car; or be paid for the hours scheduled to work that day excluding overtime.

When leaving work for a personal emergency or appointment, an employee shall be charged leave in increments of one-tenth (1/10) hour.

§22.10 Required Meeting Attendance

Employees required or authorized by their supervisors to attend meetings on off-duty hours will be compensated within the terms of this agreement.

§22.11 Flexible Work Schedules

The present practice of flex time shall be continued. Extending the use of flexible work schedules shall be a subject for discussion in the Agency Professional Committees. Flexible work schedules can include adjusting the starting and quitting times of the work days and/or the number of hours worked per day and the number of days worked per week.

§22.12 Place of Work

Those employees who presently have their homes designated as their work headquarters may continue to do so, and shall report to their field headquarters as directed by their supervisor. Requests from employees to work from their homes will be considered by the agency.

§22.13 Posting of Work Schedules

Where appropriate in institutional settings, a four-week schedule shall be posted two (2) weeks in advance. An employee shall not be required to change his/her posted schedule to avoid the payment of overtime to such employee.

Employees may voluntarily switch work days with other employees with the prior approval of the supervisor.

In non-institutional settings where the work schedule is fixed, the agency shall not change an employee's schedule to avoid the payment of overtime.

§22.14 Weekends

The present practice of weekend off scheduling shall be continued. Any changes shall be discussed in the Agency Professional Committees.

§22.15 Shifts

In the Department of Rehabilitation and Correction, the agency may schedule nursing personnel on a rotational shift basis for a temporary period during the opening of new facilities. The agency shall not schedule any employee to rotate more than two (2) different shifts in any four (4) week scheduling period. Exceptions may be mutually agreed to by the parties.

In the other agencies, shifts shall not be rotated unless mutually agreed to by the parties.

§22.16 Job Sharing

The subject of job sharing shall be addressed in Agency Professional Committees during the first year of the agreement.

ARTICLE 23 - TEMPORARY WORKING LEVEL

The agency may temporarily assign an employee to duties of a position with a higher pay range. If the temporary assignment is for a continuous period in excess of seven (7) days, the affected employee shall receive a pay adjustment which increases the employee's base rate of pay to the greater of a) classification salary base of the higher level position, or b) a rate of pay at least five percent (5%) above his/her current rate of compensation. The employee shall receive the pay adjustment for the duration of the temporary assignment.

The agency may place an employee in a temporary assignment more than once in any one (1) year period with prior approval of the Office of Collective Bargaining.

The agency shall not extend a temporary assignment beyond a ten (10) week period unless the Office of Collective Bargaining has given prior approval and the temporary assignment is being

utilized to fill a position which is vacant as a result of an approved leave. The temporary assignment in such instance may be extended for the entire period of the vacancy which was the result of an approved leave.

Employees who are receiving temporary working level pay adjustments for positions excluded from these bargaining units shall be considered employees of the bargaining unit; however, they shall not answer grievances nor serve as delegates while temporarily working as supervisors.

ARTICLE 24 - LEAVE OF ABSENCE WITHOUT PAY

§24.01 Personal and Educational Leave

A personal leave of absence may be granted upon written request for a period of up to six (6) months for personal reasons. Such reasons include, but are not limited to, non-disability maternity, paternity and child-rearing leave and adoption leave. Such leaves may be extended upon written request for a period of up to six (6) months.

A leave of absence may be granted upon written request by an employee for the purpose of entering an educational program leading to a degree or certification. The leave may be granted for a period of up to two (2) years and may be extended upon request for an additional period of up to two (2) years.

Such leaves of absence shall not be unreasonably requested by employees, nor shall they be unreasonably denied by the agency.

§24.02 Union Leave

Employees appointed or elected to union positions or office shall be granted a leave of absence for a period not to exceed his/her term of office or position.

§24.03 Workers Compensation Leave

When an employee is off work due to a compensable on-the-job injury, he/she shall be on leave of absence for the length of time he/she receives Workers Compensation.

§24.04 Requesting Leave of Absence Without Pay

An employee must request in writing all leaves of absence without pay. The request shall state reasons for taking leave of absence and the dates for which the leave is being requested.

If it is found that a leave is not actually being used for the purpose for which it was granted, the appointing authority shall cancel the leave and direct the employee to report for work.

§24.05 Return to Service

When an employee returns from a leave of absence within two (2) years, the employee is to be returned to the same position including work site, assignment and shift held prior to the leave. The agency has the right to fill the position with an interim employee when the agency feels it necessary. When an employee returns from a leave of absence of longer than two (2) years, the employee is to be returned to the classification formerly occupied, or to a similar classification if the employee's former classification no longer exists. If the employee's former work site, assignment or shift no longer exists, every effort will be made to place the employee on a similar assignment and shift.

An employee who fails to return to duty or make arrangements to do so which are acceptable to the agency within three (3) working days of the completion of a valid cancellation of a leave of absence may be removed from service. An employee who fails to return to service from a leave of absence without pay and is subsequently removed from the service is deemed to have a termination date corresponding to the starting date of the leave of absence without pay.

§24.06 Seniority While On Leave

Seniority shall accrue while on leave of absence.

§24.07 Benefits While On Leave

Employees granted a leave of absence without pay for a period longer than thirty (30) days and who desire to continue their health and life insurance coverage, must pay the total premium (employee and employer share). The State will continue to pay for dental and vision coverage as long as the employee continues paying the total health insurance premium.

§24.08 Return from Extended Medical Leave

When an employee who has exhausted the two (2) year period of disability leave and was unable to return at that time, becomes physically able to return to work, he/she shall be returned to work in his/her classification into any opening which occurs within three (3) years of the expiration of the disability leave.

The employee requesting to return from an extended medical leave shall be eligible for reinstatement upon the submission of appropriate medical documentation which must show that the employee has recovered sufficiently to be able to perform the substantial and material duties of the position to which reinstatement is sought.

§24.09 Military Leave of Absence

The provisions of state and federal law shall prevail for all aspects of military leave, including request for and return from such leave.

ARTICLE 25 - EMPLOYEE STATUS

§25.01 Full-Time

A full-time employee is an employee who regularly works forty (40) hours per week and 2080 hours per calendar year.

§25.02 Part-Time

A part-time employee is an employee who regularly works less than forty (40) hours per week. The agency shall not use part-time employees to avoid full-time benefits.

§25.03 Intermittent

An intermittent employee is an employee who works on an irregular schedule which is determined by the fluctuating demands of the work, is not predictable and is generally characterized as requiring eight hundred (800) hours or less in a fiscal year.

Intermittents working more than eight hundred (800) hours in a fiscal year shall be converted to part-time permanent status and shall be covered by the terms and conditions of the collective bargaining agreement. The agency agrees not to abuse the designation of intermittent status and not to use intermittent employees for the purpose of avoiding filling permanent positions.

§25.04 Interim

An interim employee is an employee who is hired to fill a vacancy created by an authorized leave of absence or disability leave. When the employee returns from the leave of absence or disability leave, the interim employee shall be terminated with no right to grieve the termination. Where possible, reassignment will be made from current employees by moving the most senior qualified employee at the worksite to the higher position on a temporary working level and then hiring the interim in the lower position.

Interim employees shall have job bidding rights during and for a period of up to six (6) months after their employment.

§25.05 Temporary

A temporary employee is one who is hired for a limited period of time not to exceed thirty (30) days.

§25.06 Classifieds, Unclassifieds and Provisional

All employees in the bargaining units, regardless of their status of classified, unclassified, provisional or other, shall have all the rights and protections provided under this agreement; and all provisions of the agreement shall be applicable to all employees in the bargaining units.

ARTICLE 26 - SENIORITY

§26.01 Seniority Definition

A. State Seniority

The total length of continuous service in a position or succession of positions within the employ of the State dating back to the first date of hire.

B. Like Classification Series Seniority

The length of continuous service in a classification series beginning with the last date of transfer or hire into said classification series.

C. Classification Seniority

The length of continuous service in a classification beginning with the last date of transfer or hire into said classification.

D. Agency Seniority

Total length of continuous service within the employ of the agency dating back to the first date of hire with the agency.

E. Bargaining Unit Seniority

The length of continuous service in any classification(s) which are included within the bargaining unit beginning with the last date of transfer or hire into those classifications.

F. Continuous service shall commence on the original date of hire. Continuous service shall be interrupted only by the following:

1. Separation because of resignation;
2. Discharge;
3. Failure to return from leave of absence;
4. Failure to respond to recall from layoff.

§26.02 Seniority Lists

The employer shall prepare and maintain seniority lists of all employees and shall furnish said lists semi-annually to the union. Such lists will include the name, current classification, agency seniority, classification seniority, like classification series seniority, state seniority and bargaining unit seniority of employees.

§26.03 Identical Hire Dates

When two (2) or more employees have the same state hire date, seniority shall be based on the last four (4) digits of the employee's social security number. The lowest number shall be considered the most senior.

§26.04 Shift and Assignment Openings

Shift and assignment openings shall be filled by the qualified employee within the classification at the work site having the greatest state seniority who desires the opening.

§26.05 Pulling or Movement of Personnel

An employee may be pulled or moved to meet operational needs. The agency shall designate the work area most able to provide the coverage. The qualified employee in the designated class having the greatest state seniority who desires to be pulled or moved shall be. If no employee volunteers to be pulled or moved, the qualified employee in the designated class with the least state seniority shall be pulled or moved first from the work area most able to provide the coverage as determined by management.

§26.06 Part-Time Seniority

The seniority of the part-time employees shall be prorated based on 2080 hours.

ARTICLE 27 - LAYOFF AND RECALL

§27.01 Notice

When the agency determines that a layoff is necessary, the agency shall notify the union and inform them of the classification(s), the number of employee(s) and the work site(s) affected. When the layoff involves a work site with more than one (1) employee in a classification series, the layoff shall be within the entire classification series.

The agency will schedule a meeting with the union to explain their reason for such action. The union's comments and ideas given to avoid the layoff will be seriously considered before making a final decision.

If after this meeting the agency deems that the action is still necessary, the following procedure shall be adhered to.

Every effort will be made to place employees in comparable employment in the public or private sector. The agency shall notify all affected employees of the impending layoff at least forty-five (45) days prior to the effective date of any layoff, if the reason is for lack of funds, and ninety (90) days prior notice shall be given to affected employees for any other reason.

§27.02 Layoff Procedures

A. In the event any layoff is implemented within the bargaining unit in the classification(s) series affected, the order of layoffs shall be:

1. All intermittents shall be separated before any initial probationary employees;

2. All initial probationary employees shall be separated before part-time employees;

3. All part-time employees shall be separated before full-time employees.

B. There shall be the opportunity for any employee in the affected classification series within the work site(s) to volunteer for layoff.

C. Employees with the least state seniority within the classification series at the work site(s) affected shall be laid off first.

Those individuals in the classification series affected who have special qualifications or duties may be exempt from the layoff, and will not be displaced by individuals without those qualifications or the ability to perform those duties. A laid off employee shall have the right to displace an employee of another work site within their bumping jurisdiction provided that the employee to be bumped has the least state seniority within the classification series at their work site and has less state seniority than the employee originally laid off. No promotions shall result

from this action. The employee who exercises his/her bumping privilege shall enter the pay range of the classification at the rate closest to his/her current rate of pay.

The jurisdictions for purposes of layoff are outlined in Appendix B.

The Office of Collective Bargaining shall establish a list of similar classification series which employees may use for displacement purposes in the event of a layoff. The union will be consulted before the establishment of the list and kept apprised of its progress and the results before implementation.

§27.03 Recall

When it is determined by the agency to fill a vacancy or to recall employees in a classification series where the layoff occurred, the following procedure shall be adhered to.

The most senior laid off employee with the most state seniority from the classification series shall be recalled first. Employees shall be recalled provided they are presently qualified to perform the work in the job classification to which they are recalled without further training or certification. Employees shall have recall rights for a period of two (2) years. Notification of recall shall be by certified mail to the employee's last known address. Employees shall maintain a current address on file with the appointing authority. Recall rights shall be within the agency and within recall jurisdictions as outlined in Appendix B. If the employee fails to notify the agency of his/her intent to report to work within seven (7) days of receipt and return to work within thirty (30) days, he/she shall forfeit recall rights.

§27.04 Appeals

Grievances resulting from Layoff and Recall procedures shall be grievable directly to Step 3 of the Grievance Procedure.

§27.05 No Reduction of Hours

If the work force is to be reduced, it shall be accomplished by layoff and not by any hours reduction. Only by agreement between the appropriate parties can the regular hours of employees be reduced.

ARTICLE 28 - VACANCIES

§28.01 Job Vacancies

A vacancy is defined as a full or part-time position in the bargaining unit which the agency has determined is necessary to fill.

When a vacancy is created by an incumbent employee leaving the position, and that incumbent is above the entry level position in the classification series, the job shall be posted at the level in the classification series of the leaving employee, provided the duties and responsibilities remain the same. After the employees have had the opportunity to bid for lateral transfers or for promotions, the position can be reduced in the classification series.

A job vacancy shall be posted for a minimum of seven (7) days on designated bulletin boards within the agency at the facility where the vacancy exists. Applicants will be notified within thirty (30) days after the final filing date of the status of their application.

Any employee who desires to be considered for a position(s) in another agency(s) shall submit an Ohio Civil Service Application (ADM-4268) to the appointing authority of the agency or institution where employment is sought. Such application shall specify the desired classification(s) and work site(s). These applications will be maintained on file for one (1) year from the date of receipt by the appointing authority. If a posted vacancy is not filled pursuant to steps A and B of this Article, any applicant meeting qualifications for this position shall be considered pursuant to step C of this Article.

The Office of Collective Bargaining shall prepare and make available a booklet detailing the classifications available in various agencies, including a listing of the appointing authorities to which applications are to be sent.

Notice of newly-created classifications shall be provided to the union's central office thirty (30) days prior to initial posting.

§28.02 Awarding the Job (Transfers and Promotions)

Applications will be considered filed timely if they are received or postmarked no later than the closing date listed on the posting. All timely filed applications shall be reviewed considering the following criteria: qualifications, experience, education and work record. Where applicants' qualifications are relatively equal according to the above criteria, the job shall be awarded to the applicant with the greatest state seniority.

Job vacancies shall be awarded in the following sequential manner:

A. The job shall first be awarded to an applicant working at the facility where the vacancy exists in accordance with the above criteria;

B. If no selection is made from A above, the job shall be awarded to an applicant working in the agency where the vacancy exists in accordance with the above criteria;

C. If no selection is made from B above, the job shall be awarded to an applicant working in the bargaining unit in accordance with the above criteria;

D. If no selection is made from C above, the job may be awarded by hiring a new employee.

Within non-institutional agencies and within the Adult Parole Authority, step A above shall not apply.

This agreement supercedes Ohio Civil Service Laws and Rules regarding eligibility lists for promotions.

§28.03 Probationary Period

Any employee awarded a promotion by this process will serve a probationary period of 180 days. A longer probationary period may be served by the employee if mutually agreed to by the agency and the union. The agency's decision to return an employee whose performance is unsatisfactory to the position in the classification held immediately prior to promotion shall be grievable. The appointing authority shall, upon the employee's

request, return the employee to a position in the classification held immediately prior to the promotion if there is a position available within the facility or when such a position becomes available. Such request must be made during the probationary period. If an employee is returned to a position in the classification title held prior to the promotion, the employee shall receive the same salary received prior to the promotion except for changes in pay rate that may have occurred or any step increase to which the employee would have been entitled in the lower classification title.

ARTICLE 29 - PROFESSIONAL COMMITTEES

Professional Committees shall be established in accordance with this Article, for the purpose of maintaining communications to cooperatively discuss issues of mutual concern and to promote a climate of professionalism and constructive employee/employer relations. The parties are committed to attempt to resolve issues of mutual concern.

§29.01 State Professional Committee

There shall be a statewide Professional Committee which shall consist of representatives from agencies with more than thirty (30) bargaining unit members. The Committee may address any statewide issue it deems appropriate, including but not limited to: classification studies, client care, staffing, professional development and health and safety policies.

§29.02 Agency Professional Committees

There shall be an Agency Professional Committee at each agency which has fifteen (15) or more bargaining unit members.

During the first year of the agreement the Committee shall discuss the feasibility of extending the use of flexible work schedules within the agency and the feasibility of a job sharing program.

The Committees shall address any agency-wide issue they deem appropriate, including but not limited to: client care, staffing levels, health and safety issues, professional development, evaluations and inservice education.

The agency shall inform the union thirty (30) days prior, where possible, of any additions to or changes in work rules which are applicable to employees in these bargaining units.

Work rules may be discussed at the initiative of either party in the Professional Committee meetings. The union may make such comments as it feels necessary to the issuing authority about the proposed rules.

§29.03 Facility Professional Committees

For each institution within the Departments of Mental Health, Mental Retardation and Developmental Disabilities, Rehabilitation and Correction and Youth Services, there shall be a Facility Professional Committee.

During the first year of the agreement the Committee shall discuss the feasibility of extending the use of flexible work schedules within the facility and the feasibility of a job sharing program.

The Committees shall address any facility-wide issues it deems appropriate, including but not limited to: client care, health and safety issues, professional development, evaluations and inservice education.

The facility shall inform the union thirty (30) days prior, where possible, of any additions to or changes in work rules which are applicable to employees in these bargaining units. Work rules may be discussed at the initiative of either party in the Professional Committee meetings. The union may make such comments as it feels necessary to the issuing authority about the proposed rules.

§29.04 Health and Safety Committees

For each institution within the Departments of Mental Health, Mental Retardation and Developmental Disabilities, Rehabilitation and Correction and Youth Services, management shall establish a Health and Safety Committee. The union may designate one (1) representative to serve on this Committee. The Health and Safety Committee will meet at least quarterly or as required to meet certification or accreditation standards.

Health and safety issues shall be discussed in the Professional Committees as set forth above, in all agencies covered by this agreement.

§29.05 Procedures

The Professional Committees shall consist of an equal number of representatives from management and the union. The committees shall determine the frequency of meetings, set the agenda, discuss issues affecting the bargaining units and determine the number of representatives to serve on the committees. As outlined in this Article, no committee may reach agreement on any matter that would alter in any way the terms of this agreement.

Committee members shall receive time off with pay to attend committee meetings which are held during their regularly scheduled hours of work.

§29.06 Other Committees

Nothing in this Article precludes the continuation of committees in existence prior to the effective date of this agreement that are needed to meet certification/accreditation requirements, or replacing Labor-Management Committees or other joint committees in existence prior to the date of the ratification of this agreement.

ARTICLE 30 - HEALTH AND SAFETY PROCEDURES

The employer shall provide a safe and healthful place of employment for each employee.

§30.01 Hepatitis B

The employer shall provide Hepatitis B vaccinations upon request to those employees who have direct contact with institutional or former institutional clients.

§30.02 Blood Donations

Employees shall be given a reasonable period of time off to donate blood.

§30.03 Metal Detectors

The employer shall provide at least one (1) hand-held metal detector in each district office in the Adult Parole Authority and the Department of Youth Services.

§30.04 Tools and Accessories

Agencies will provide equipment and accessories required to perform the job.

§30.05 Home Visits

Employees of the Adult Parole Authority and the Department of Youth Services shall not be required to make home visits alone after 6:00 p.m.

Employees of the Adult Parole Authority, the Department of Youth Services and the Rehabilitation Services Commission may request back up help in making home visits prior to 6:00 p.m. in areas which are dangerous. That back up help shall be provided or the client's appointment shall be rescheduled in the office.

§30.06 State Vehicles

State vehicles will be kept properly repaired by the agency. Employees agree to promptly report any needed repairs to their supervisor. CB radios shall be installed or provided in each state

car used by the Adult Parole Authority or Department of Youth Services regional offices to transport clients.

In other agencies, portable mobile CB radios will be available for state vehicles without permanently installed radios.

§30.07 Notification of Medical Conditions of Clients

The agency shall maintain a program of infectious and communicable disease control in accordance with all applicable laws concerning release of client information. The agency shall advise employees of the medical conditions of clients in the most appropriate way in order to avoid the risk of infectious and communicable disease to employees and other clients and to facilitate the proper care of the client.

§30.08 Medical Testing by Non-Medical Personnel

No employee of the Division of Parole and Community Services shall be required to conduct medical tests.

§30.09 Restrooms

The agency shall maintain all restroom facilities in accordance with the applicable standards of the Ohio Basic Building Code. Where facilities are leased, the agency shall make a reasonable effort to assure that such facilities comply with the standards of the code.

§30.10 Strip Search

Employees shall not be required to strip search clients of the opposite sex.

ARTICLE 31 - SERVICE DELIVERY

The employer and the union recognize the continuing joint responsibility of the parties to ensure that client, patient and inmate services are fully and effectively delivered, that clients', patients' and inmates' safety and health are protected, and the highest standards of professional care are maintained.

ARTICLE 32 - CAREER ADVANCEMENT

The employer and the union recognize the problems created by the lack of career advancement opportunities and promotions through the classification series, and jointly agree to work through the Professional Committees to enhance career advancement and promotional opportunities. The parties agree that the concept of career ladders is important in recruiting and retaining professional staff, and in the delivery of services to the citizens of the State.

ARTICLE 33 - WEATHER EMERGENCIES

The appointing authority retains the right to designate as essential those employees who are required to report to work during weather emergencies. The appointing authority agrees to furnish the union with a list of essential employees and to notify all employees designated essential.

When a weather emergency is declared, non-essential employees will not have to report to work and shall be paid at their regular rate. Essential employees shall report, and shall be paid for all hours worked. In addition, an essential employee shall receive one (1) hour's pay or one (1) hour's compensatory time for each hour worked.

Someone in each locality shall be designated to declare a weather emergency. Such person(s) shall be designated by September 1, 1986, after consultation between the union, the Office of Collective Bargaining and other exclusive representatives.

ARTICLE 34 - PERSONNEL FILES

§34.01 Access

Each employee shall, upon written request to his/her appointing authority or designee, have the right to inspect the contents of his/her personnel file, at his/her work site or an

alternate designated work site, during normal business hours, Monday through Friday (except holidays). This excludes material which may not be disclosed in accordance with Chapter 1347 of the Ohio Revised Code. However, the agency will give notice to the employee who is the subject of any information it receives which is not directly discloseable to employees under Chapter 1347.

Access to the employee's personnel file shall also be granted to the employee's designated representative upon written authorization by the employee. Any person inspecting an employee's file shall sign indicating he/she has reviewed the file.

The employee's personnel file shall not be made available to any organization or person other than the employer, or its agents, without the employee's express written authorization unless pursuant to court order, subpoena, or written request made pursuant to the Ohio Public Records Act.

§34.02 Review of Documents

An employee who wishes to dispute the accuracy, relevance, timeliness, or completeness of materials contained in his/her personnel file shall have the right to submit a memorandum to the appointing authority or designee explaining the alleged inaccuracy. If the appointing authority or designee concurs with the employee's contentions, the appointing authority or designee may remove the document or attach the employee's memorandum to the document in the file and note thereon his/her concurrence with the contents of the memorandum. If the appointing authority or designee does not concur, he/she will attach the employee's memorandum to the document with a signed statement indicating that he/she does not concur.

§34.03 Removal of Documents

Records of disciplinary actions and all documents related thereto shall be removed from the personnel file two (2) years after the effective date of the discipline providing there are no intervening disciplinary actions during the two (2) year period for same or similar offenses.

In any case in which a written reprimand, suspension, or dismissal is disaffirmed or otherwise rendered invalid, all documents relating thereto will be removed from all agency personnel files.

§34.04 Department of Administrative Services

The Department of Administrative Services shall retain only such records as is necessary for auditing purposes in order to support payroll and personnel actions.

ARTICLE 35 - UNIFORMS

Those employees required by the agency to wear uniforms shall be provided initially with five (5) full uniforms. Up to three (3) uniforms a year shall be replaced when worn out or ruined. Employees shall return uniforms to the agency upon separation.

Those employees required by the agency to wear special shoes shall be provided initially with two (2) pairs of shoes. One (1) pair of shoes per year shall be replaced when worn out or ruined.

ARTICLE 36 - JOB AUDITS AND APPEAL

§36.01 Definition

A position audit is the evaluation of the current duties and responsibilities assigned to a position to determine the appropriate classification title for that position.

§36.02 Request for Audit

An employee or the appointing authority may request in writing that the Department of Administrative Services, Division of Personnel conduct an audit. An employee may request only one (1) audit of his/her position per year unless the employee provides, at the time of the request, documentation that the duties of his/her position have been substantially changed since the date of the decision of the previous audit. The one (1) year period is defined as a calendar year from the date which appears on the notification of the audit determination.

§36.03 Audit Determinations

The Department of Administrative Services, Division of Personnel will make the audit decision.

§36.04 Notification of Audit Determination

The Department of Administrative Services shall notify in writing the affected employee and the appointing authority setting forth its decision regarding classification, pay range and base rate of pay.

§36.05 Appeal

If the employee or the appointing authority is not satisfied with the decision of the Department of Administrative Services, the employee or appointing authority may appeal to the Director of the Office of Collective Bargaining in writing within ten (10) days of receipt of the decision. The Director of the Office of Collective Bargaining shall appoint a hearing officer to review the case. Hearing officers will be assigned on a rotating basis. A hearing shall be scheduled to commence no later than thirty (30) days of receipt of the request for appeal.

§36.06 Hearing Officer Panel

The Director of the Office of Collective Bargaining and the union shall within thirty (30) days after the date of the ratification of this agreement mutually select a panel of three (3) neutral hearing officers who shall have expertise in classification and

compensation systems. Each hearing officer shall serve for the duration of this agreement unless terminated earlier by written notice from either party to the other. The hearing officer shall be notified of termination by a joint letter from the parties. The hearing officer shall conclude his/her services by deciding any appeals previously heard. A successor hearing officer shall be mutually selected by the parties.

§36.07 Conduct of Hearing

A hearing officer shall conduct a hearing on each job audit appeal. DAS will forward all documentation and evidence to the hearing officer for review. An employee may have his/her union representative present at the audit appeal hearing. All evidence and documentation shall be made available to the employee or, at the employee's request, the union representative and to the appointing authority no later than ten (10) days prior to the scheduled hearing.

At the hearing the hearing officer will consider the evidence and the arguments of the representatives of each party. No transcript will be taken during the hearing.

§36.08 Hearing Officer Limitation

The hearing officer does not have the authority to place an employee in a position for which the employee does not meet the minimum qualifications. The hearing officer must make the effective date of any change the original date proposed by the Department of Administrative Services.

§36.09 Decision

Within fifteen (15) days of the conclusion of the hearing, the hearing officer must submit a decision in writing to the affected employee, union representative, the Director of the Office of Collective Bargaining and the appointing authority. The decision of the hearing officer is final and binding and not subject to the grievance procedure.

ARTICLE 37 - CLASSIFICATION CHANGES

The employer, through the Office of Collective Bargaining, may create classifications, change the pay range of classifications, authorize advance step hiring if needed for recruitment problems or other legitimate reasons, and issue or change specifications for each classification as needed. If any pay range is changed, then the Office of Collective Bargaining will negotiate the change with the union. The Office of Collective Bargaining shall notify the union at least thirty (30) days in advance of such action.

ARTICLE 38 - CLASSIFICATION MODERNIZATION STUDY

In an effort to modernize the State's classification system, updating job specifications, classification qualifications and position descriptions, and provide for a more systematic approach to career development, the State will be conducting a study of the current system of classifying and compensating employees commensurate with their duties, responsibilities, education and experience.

This study will be conducted by the State in conjunction with a consulting firm and will commence within the next six (6) months.

The State encourages the union's input into this study by working with the consultant and the employer in developing and facilitating the areas of information gathering from the affected employees, methodology to be used, prioritization of the classes to be reviewed, and ways to implement the results. A special joint committee on classification modernization will be formed to carry out the specific tasks listed above and to apprise the parties of the progress of the study.

The employer will work with the consultant to have preliminary costing data by January, 1987. The union and the employer agree to mutually seek funds to implement the proposal.

If the union disputes the proposed pay range of a classification, then the union and the employer shall meet for an evaluation conference to discuss the levels which have been assigned to the classification. Should the parties not be able to agree on the assigned pay range then they will mutually agree to choose a third party who is knowledgeable in occupations and compensation to serve on this committee. The committee's decision on classification pay range will be binding on both parties.

ARTICLE 39 - SUB-CONTRACTING

The parties recognize that in the provision of State operated programs some work within the bargaining units will be performed by contract. The parties agree to establish a joint committee to review the currently existing contracts and reasons for such contracts. The committee will be established by July 1, 1986, and will complete its work by July 1, 1987, and report to the union and appropriate agencies.

Changes in State policy or methodology for delivering services may result in the discontinuation of services or programs directly operated by the State.

Every effort will be made to avoid the displacement of an employee as a consequence of the exercise by the State of its right to contract out.

§39.01 Facility Closings/Service Elimination

Should it become necessary to close a facility or eliminate a service, the following guidelines will be utilized:

A. Where individual facilities are closed or services eliminated, the provisions of Article 27 Layoffs would apply;

B. Departments will seek to absorb all affected employees or help displaced workers obtain employment in other areas of the public sector;

C. A concerted effort will be made to relocate displaced employees within the framework of any new delivery system. Management will seek to involve the union and any newly-created structure in a positive program for the hiring and possible retraining of any displaced employee;

D. In cooperation with the union, the agencies will aggressively search for any available program assistance for the purpose of job training and/or placement. The joint efforts of the union and management will closely examine all possible avenues for human resource assistance both in the public and private sectors.

§39.02 Supervisors/Managerial Employees

The State will make every effort to reach the goal of supervisors doing supervisory work and non-supervisory work done by bargaining unit employees. The employer and the union will discuss any concerns about the ratio of supervisors to bargaining unit members.

§39.03 Volunteers

Every effort will be made to avoid the elimination of a position or displacement of an employee due to the use of volunteers.

ARTICLE 40 - WAGES

§40.01 Initial Step Assignment for Pay Increase

Pay ranges in schedule B shall be assigned as follows: 26 to 6, 27 to 7, 28 to 8, 29 to 9, 30 to 10, 31 to 11, 32 to 12, 33 to 13, 34 to 14, 35 to 15, and 36 to 16.

Employees at Step 1 of the old pay range shall be assigned to Step 1 of the new pay range.

Employees at Steps 2 and 3 of the old pay range shall be assigned to Step 2 of the new pay range. Employees who are at Step 2 of the old pay range and who are assigned to Step 2 of the new pay range shall have their step date changed to the first day of the pay period that includes June 1, 1986, and

shall not advance to Step 3 until twelve (12) months from that date.

Employees at Steps 4, 5, 6, 7, and 8 of the old pay range shall be assigned to Steps 3, 4, 5, 6, and 7 respectively of the new pay ranges.

§40.06 - Initial Hires

Effective with the ratification of this agreement, the eligibility date for movement to Step 2, or to the next succeeding step in the event of advanced step hiring, shall be one (1) year from the date of hire if performance has been satisfactory.

§40.07 - Promotions

Employees who are promoted within the unit shall be placed at a step to guarantee them at least an increase of four percent (4%).

§40.08 - Regular Rate of Pay

Regular rate of pay means the base rate of pay plus longevity and supplements excluding shift differential.

§40.02

Employees in the bargaining units shall be paid in accordance with the following pay schedule, effective with the first pay period which includes June 1, 1986.

40.02 Pay Schedule (5.00% Increase)

PAY RANGE	RATE TYPE	STEP 01	STEP 02	STEP 03	STEP 04	STEP 05	STEP 06	STEP 07	PA11	PA12	PA13
06	HOURLY	$7.21	$7.46	$7.69	$7.91	$8.16			$8.88	$9.24	$9.60
	BI-WEEKLY	$576.80	$596.80	$615.20	$632.80	$652.80			$710.40	$739.20	$768.00
	ANNUAL	$14,997	$15,517	$15,995	$16,453	$16,973			$18,470	$19,219	$19,968
07	HOURLY	$7.59	$7.78	$8.02	$8.27	$8.56	$8.88		$9.64	$10.02	$10.40
	BI-WEEKLY	$607.20	$622.40	$641.60	$661.60	$684.80	$710.40		$771.20	$801.60	$832.00
	ANNUAL	$15,787	$16,182	$16,682	$17,202	$17,805	$18,470		$20,051	$20,842	$21,632
08	HOURLY	$8.02	$8.27	$8.56	$8.88	$9.23	$9.61		$10.41	$10.81	$11.21
	BI-WEEKLY	$641.60	$661.60	$684.80	$710.40	$738.40	$768.80		$832.80	$864.80	$896.80
	ANNUAL	$16,682	$17,202	$17,805	$18,470	$19,198	$19,989		$21,653	$22,485	$23,317
09	HOURLY	$8.56	$8.88	$9.23	$9.61	$10.06	$10.51		$11.37	$11.79	$12.22
	BI-WEEKLY	$684.80	$710.40	$738.40	$768.80	$804.80	$840.80		$909.60	$943.20	$977.60
	ANNUAL	$17,805	$18,470	$19,198	$19,989	$20,925	$21,861		$23,650	$24,523	$25,418
10	HOURLY	$9.23	$9.61	$10.06	$10.51	$10.98	$11.54		$12.46	$12.92	$13.39
	BI-WEEKLY	$738.40	$768.80	$804.80	$840.80	$878.40	$923.20		$996.80	$1,033.60	$1,071.20
	ANNUAL	$19,198	$19,989	$20,925	$21,861	$22,838	$24,003		$25,917	$26,874	$27,851
11	HOURLY	$10.06	$10.51	$10.98	$11.54	$12.10	$12.69		$13.70	$14.20	$14.70
	BI-WEEKLY	$804.80	$840.80	$878.40	$923.20	$968.00	$1,015.20		$1,096.00	$1,136.00	$1,176.00
	ANNUAL	$20,925	$21,861	$22,838	$24,003	$25,168	$26,395		$28,496	$29,536	$30,576
12	HOURLY	$10.98	$11.54	$12.10	$12.69	$13.31	$13.95	$14.64	$15.74	$16.29	$16.84
	BI-WEEKLY	$878.40	$923.20	$968.00	$1,015.20	$1,064.80	$1,116.00	$1,171.20	$1,259.20	$1,303.20	$1,347.20
	ANNUAL	$22,838	$24,003	$25,168	$26,395	$27,685	$29,016	$30,451	$32,739	$33,883	$35,027
13	HOURLY	$12.10	$12.69	$13.31	$13.95	$14.64	$15.36	$16.12	$17.33	$17.94	$18.54
	BI-WEEKLY	$968.00	$1,015.20	$1,064.80	$1,116.00	$1,117.20	$1,228.80	$1,289.60	$1,386.40	$1,435.20	$1,483.20
	ANNUAL	$25,168	$26,395	$27,685	$29,016	$30,451	$31,949	$33,530	$36,046	$37,315	$38,563
14	HOURLY	$13.31	$13.95	$14.64	$15.36	$16.12	$16.92	$17.76	$19.09	$19.76	$20.42
	BI-WEEKLY	$1,064.80	$1,116.00	$1,171.20	$1,228.80	$1,289.60	$1,353.60	$1,420.80	$1,527.20	$1,580.80	$1,633.60
	ANNUAL	$27,685	$29,016	$30,451	$31,949	$33,530	$35,194	$36,941	$39,707	$41,101	$42,474
15	HOURLY	$14.64	$15.36	$16.12	$16.92	$17.76	$18.62	$19.55	$21.01	$21.75	$22.48
	BI-WEEKLY	$1,171.20	$1,228.80	$1,289.60	$1,353.60	$1,420.80	$1,489.60	$1,564.00	$1,680.80	$1,740.00	$1,798.40
	ANNUAL	$30,451	$31,949	$33,530	$35,194	$36,941	$38,730	$40,664	$43,701	$45,240	$46,758
16	HOURLY	$16.12	$16.92	$17.76	$18.62	$19.55	$20.52	$21.54	$23.15	$23.96	$24.76
	BI-WEEKLY	$1,289.60	$1,353.60	$1,420.80	$1,489.60	$1,564.00	$1,641.60	$1,723.20	$1,852.00	$1,916.80	$1,980.80
	ANNUAL	$33,530	$35,194	$36,941	$38,730	$40,664	$42,682	$44,803	$48,152	$49,837	$51,501

§40.03

Employees in the bargaining units shall be paid in accordance with the following pay schedule, effective with the pay period which includes January 1, 1987.

40.03 Pay Schedule (5.00% Increase)

PAY RANGE	RATE TYPE	STEP 01	STEP 02	STEP 03	STEP 04	STEP 05	STEP 06	STEP 07	PA1	PA2	PA3
06	HOURLY	$7.57	$7.83	$8.07	$8.30	$8.57			$9.33	$9.71	$10.08
	BI-WEEKLY	$605.60	$626.40	$645.60	$664.00	$685.60			$746.40	$776.80	$806.40
	ANNUAL	$15,746	$16,286	$16,786	$17,264	$17,826			$19,406	$20,197	$20,966
07	HOURLY	$7.97	$8.17	$8.42	$8.69	$8.99	$9.33		$10.13	$10.53	$10.92
	BI-WEEKLY	$637.60	$653.60	$673.60	$695.20	$719.20	$746.40		$810.40	$842.40	$873.60
	ANNUAL	$16,578	$16,994	$17,514	$18,075	$18,699	$19,406		$21,070	$21,902	$22,714
08	HOURLY	$8.42	$8.69	$8.99	$9.33	$9.69	$10.09		$10.93	$11.35	$11.77
	BI-WEEKLY	$673.60	$695.20	$719.20	$746.40	$775.20	$807.20		$874.40	$908.00	$941.60
	ANNUAL	$17,514	$18,075	$18,699	$19,406	$20,155	$20,987		$22,734	$23,608	$24,482
09	HOURLY	$8.99	$9.33	$9.69	$10.09	$10.56	$11.04		$11.94	$12.39	$12.84
	BI-WEEKLY	$719.20	$746.40	$775.20	$807.20	$844.80	$883.20		$955.20	$991.20	$1,027.20
	ANNUAL	$18,699	$19,406	$20,155	$20,987	$21,965	$22,963		$24,835	$25,771	$26,707
10	HOURLY	$9.69	$10.09	$10.56	$11.04	$11.53	$12.12		$13.09	$13.57	$14.06
	BI-WEEKLY	$775.20	$807.20	$844.80	$883.20	$922.40	$969.60		$1,047.20	$1,085.60	$1,124.80
	ANNUAL	$20,155	$20,987	$21,965	$22,963	$23,982	$25,210		$27,227	$28,226	$29,245
11	HOURLY	$10.56	$11.04	$11.53	$12.12	$12.71	$13.32		$14.38	$14.90	$15.43
	BI-WEEKLY	$844.80	$883.20	$922.40	$969.60	$1,016.80	$1,065.60		$1,150.40	$1,192.00	$1,234.40
	ANNUAL	$21,965	$22,963	$23,982	$25,210	$26,437	$27,706		$29,910	$30,992	$32,094
12	HOURLY	$11.53	$12.12	$12.71	$13.32	$13.98	$14.65	$15.37	$16.52	$17.10	$17.68
	BI-WEEKLY	$922.40	$969.60	$1,016.80	$1,065.60	$1,118.40	$1,172.00	$1,229.60	$1,321.60	$1,368.00	$1,414.40
	ANNUAL	$23,982	$25,210	$26,437	$27,706	$29,078	$30,472	$31,970	$34,362	$35,568	$36,774
13	HOURLY	$12.71	$13.32	$13.98	$14.65	$15.37	$16.13	$16.93	$18.20	$18.84	$19.47
	BI-WEEKLY	$1,016.80	$1,065.60	$1,118.40	$1,172.00	$1,229.60	$1,290.40	$1,354.40	$1,456.00	$1,507.20	$1,557.60
	ANNUAL	$26,437	$27,706	$29,078	$30,472	$31,970	$33,550	$35,214	$37,856	$39,187	$40,498
14	HOURLY	$13.98	$14.65	$15.37	$16.13	$16.93	$17.77	$18.65	$20.05	$20.75	$21.45
	BI-WEEKLY	$1,118.40	$1,172.00	$1,229.60	$1,290.40	$1,354.40	$1,421.60	$1,492.00	$1,604.00	$1,660.00	$1,716.00
	ANNUAL	$29,078	$30,472	$31,970	$33,550	$35,214	$36,962	$38,792	$41,704	$43,160	$44,616
15	HOURLY	$15.37	$16.13	$16.93	$17.77	$18.65	$19.55	$20.53	$22.07	$22.84	$23.60
	BI-WEEKLY	$1,229.60	$1,290.40	$1,354.40	$1,421.60	$1,492.00	$1,564.00	$1,642.40	$1,765.60	$1,827.20	$1,888.00
	ANNUAL	$31,970	$33,550	$35,214	$36,962	$38,792	$40,664	$42,702	$45,906	$47,507	$49,088
16	HOURLY	$16.93	$17.77	$18.65	$19.55	$20.53	$21.55	$22.62	$24.31	$25.16	$26.01
	BI-WEEKLY	$1,354.40	$1,421.60	$1,492.00	$1,564.00	$1,642.40	$1,724.00	$1,809.60	$1,944.80	$2,012.80	$2,080.80
	ANNUAL	$35,214	$36,962	$38,792	$40,664	$42,702	$44,824	$47,050	$50,565	$52,333	$54,101

§40.04

Employees in the bargaining units shall be paid in accordance with the following pay schedule, effective with the pay period which includes July 1, 1987.

40.04 Pay Schedule (4.00% Guaranteed)

PAY RANGE	RATE TYPE	STEP 01	STEP 02	STEP 03	STEP 04	STEP 05	STEP 06	STEP 07	PA1	PA2	PA3
06	HOURLY	$7.88	$8.15	$8.40	$8.64	$8.92			$9.71	$10.10	$10.50
	BI-WEEKLY	$630.40	$652.00	$672.00	$691.20	$713.60			$776.80	$808.00	$840.00
	ANNUAL	$16,390	$16,952	$17,472	$17,971	$18,554			$20,197	$21,008	$21,840
07	HOURLY	$8.29	$8.50	$8.76	$9.04	$9.35	$9.71		$10.54	$10.95	$11.37
	BI-WEEKLY	$663.20	$680.00	$700.80	$723.20	$748.00	$776.80		$843.20	$876.00	$909.60
	ANNUAL	$17,243	$17,680	$18,221	$18,803	$19,448	$20,197		$21,923	$22,776	$23,650
08	HOURLY	$8.76	$9.04	$9.35	$9.71	$10.08	$10.50		$11.38	$11.81	$12.25
	BI-WEEKLY	$700.80	$723.20	$748.00	$776.80	$806.40	$840.00		$910.40	$944.80	$980.00
	ANNUAL	$18,221	$18,803	$19,448	$20,197	$20,966	$21,840		$23,670	$24,565	$25,480
09	HOURLY	$9.35	$9.71	$10.08	$10.50	$10.99	$11.49		$12.43	$12.89	$13.36
	BI-WEEKLY	$748.00	$776.80	$806.40	$840.00	$879.20	$919.20		$994.40	$1,031.20	$1,068.80
	ANNUAL	$19,448	$20,197	$20,966	$21,840	$22,859	$23,899		$25,854	$26,811	$27,789
10	HOURLY	$10.08	$10.50	$10.99	$11.49	$12.00	$12.61		$13.62	$14.12	$14.63
	BI-WEEKLY	$806.40	$840.00	$879.20	$919.20	$960.00	$1,008.80		$1,089.60	$1,129.60	$1,170.40
	ANNUAL	$20,966	$21,840	$22,859	$23,899	$24,960	$26,229		$28,330	$29,370	$30,430
11	HOURLY	$10.99	$11.49	$12.00	$12.61	$13.22	$13.86		$14.96	$15.51	$16.06
	BI-WEEKLY	$879.20	$919.20	$960.00	$1,008.80	$1,057.60	$1,108.80		$1,196.80	$1,240.80	$1,284.80
	ANNUAL	$22,859	$23,899	$24,960	$26,229	$27,498	$28,829		$31,117	$32,261	$33,405
12	HOURLY	$12.00	$12.61	$13.22	$13.86	$14.54	$15.24	$15.99	$17.19	$17.79	$18.39
	BI-WEEKLY	$960.00	$1,008.80	$1,057.60	$1,108.80	$1,163.20	$1,219.20	$1,279.20	$1,375.20	$1,423.20	$1,471.20
	ANNUAL	$24,960	$26,229	$27,498	$28,829	$30,243	$31,699	$33,259	$35,755	$37,003	$38,251
13	HOURLY	$13.22	$13.86	$14.54	$15.24	$15.99	$16.78	$17.61	$18.93	$19.59	$20.25
	BI-WEEKLY	$1,057.60	$1,108.80	$1,163.20	$1,219.20	$1,279.20	$1,342.40	$1,408.80	$1,514.40	$1,567.20	$1,620.00
	ANNUAL	$27,498	$28,829	$30,243	$31,699	$33,259	$34,902	$36,629	$39,374	$40,747	$42,120
14	HOURLY	$14.54	$15.24	$15.99	$16.78	$17.61	$18.48	$19.40	$20.85	$21.58	$22.31
	BI-WEEKLY	$1,163.20	$1,219.20	$1,279.20	$1,342.40	$1,408.80	$1,478.40	$1,552.00	$1,668.00	$1,726.40	$1,784.80
	ANNUAL	$30,243	$31,699	$33,259	$34,902	$36,629	$38,438	$40,352	$43,368	$44,886	$46,405
15	HOURLY	$15.99	$16.78	$17.61	$18.48	$19.40	$20.34	$21.36	$22.96	$23.76	$24.56
	BI-WEEKLY	$1,279.20	$1,342.40	$1,408.80	$1,478.40	$1,552.00	$1,627.20	$1,708.80	$1,836.80	$1,900.80	$1,964.80
	ANNUAL	$33,259	$34,902	$36,629	$38,438	$40,352	$42,307	$44,429	$47,757	$49,421	$51,085
16	HOURLY	$17.61	$18.48	$19.40	$20.34	$21.36	$22.42	$23.53	$25.29	$26.17	$27.05
	BI-WEEKLY	$1,408.80	$1,478.40	$1,552.00	$1,627.20	$1,708.80	$1,793.60	$1,882.40	$2,023.20	$2,093.60	$2,164.00
	ANNUAL	$36,629	$38,438	$40,352	$42,307	$44,429	$46,634	$48,942	$52,603	$54,434	$56,264

§40.05

Employees in the bargaining units shall be paid in accordance with the following pay schedule, effective with the pay period which includes July 1, 1988.

PAY RANGE	RATE TYPE	STEP 01	STEP 02	STEP 03	STEP 04	STEP 05	STEP 06	STEP 07	PA11	PA12	PA13
06	HOURLY	$8.20	$8.48	$8.74	$8.99	$9.28			$10.10	$10.51	$10.92
	BI-WEEKLY	$656.00	$678.40	$699.20	$719.20	$742.40			$808.00	$840.80	$873.60
	ANNUAL	$17,056	$17,638	$18,179	$18,699	$19.302			$21,008	$21,861	$22,714
07	HOURLY	$8.62	$8.84	$9.11	$9.40	$9.72	$10.10		$10.96	$11.39	$11.82
	BI-WEEKLY	$689.60	$707.20	$728.80	$752.00	$777.60	$808.00		$876.80	$911.20	$945.60
	ANNUAL	$17,930	$18,387	$18,949	$19,552	$20,218	$21,008		$22,797	$23,691	$24,586
08	HOURLY	$9.11	$9.40	$9.72	$10.10	$10.48	$10.92		$11.83	$12.29	$12.74
	BI-WEEKLY	$728.80	$752.00	$777.60	$808.00	$838.40	$873.60		$946.40	$983.20	$1,019.20
	ANNUAL	$18,949	$19,552	$20,218	$21,008	$21,798	$22,714		$24,606	$25,563	$26,499
09	HOURLY	$9.72	$10.10	$10.48	$10.92	$11.43	$11.95		$12.92	$13.41	$13.89
	BI-WEEKLY	$777.60	$808.00	$838.40	$873.60	$914.40	$956.00		$1,033.60	$1,072.80	$1,111.20
	ANNUAL	$20,218	$21,008	$21,798	$22,774	$24,856			$26,874	$27,893	$28,891
10	HOURLY	$10.48	$10.92	$11.43	$11.95	$12.48	$13.11		$14.16	$14.68	$15.21
	BI-WEEKLY	$838.40	$873.60	$914.40	$956.00	$998.40	$1,048.80		$1,132.80	$1,174.40	$1,216.80
	ANNUAL	$21,798	$22,714	$23,774	$24,856	$25,958	$27,269		$29,453	$30,534	$31,637
11	HOURLY	$11.43	$11.95	$12.48	$13.11	$13.75	$14.41		$15.55	$16.12	$16.70
	BI-WEEKLY	$914.40	$956.00	$998.40	$1,048.80	$1,100.00	$1,152.80		$1,244.00	$1,289.60	$1,336.00
	ANNUAL	$23,774	$24,856	$25,958	$27,269	$28,600	$29,973		$32,344	$33,530	$34,736
12	HOURLY	$12.48	$13.11	$13.75	$14.41	$15.12	$15.85	$16.63	$17.88	$18.50	$19.13
	BI-WEEKLY	$998.40	$1,048.80	$1,100.00	$1,152.80	$1,209.60	$1,268.00	$1,330.40	$1,430.40	$1,480.00	$1,530.40
	ANNUAL	$25,958	$27,269	$28,600	$29,973	$31,450	$32,968	$34,590	$37,190	$38,480	$39,790
13	HOURLY	$13.75	$14.41	$15.12	$15.85	$16.63	$17.45	$18.31	$19.69	$20.37	$21.06
	BI-WEEKLY	$1,100.00	$1,152.80	$1,209.60	$1,268.00	$1,330.40	$1,396.00	$1,464.80	$1,575.20	$1,629.60	$1,684.80
	ANNUAL	$28,600	$29,973	$31,450	$32,968	$34,590	$36,296	$38,085	$40,955	$42,370	$43,805
14	HOURLY	$15.12	$15.85	$16.63	$17.45	$18.31	$19.22	$20.18	$21.69	$22.45	$23.20
	BI-WEEKLY	$1,209.60	$1,268.00	$1,330.40	$1,396.00	$1,464.80	$1,537.60	$1,614.40	$1,735.20	$1,796.00	$1,856.00
	ANNUAL	$31,450	$32,968	$34,590	$36,296	$38,085	$39,978	$41,974	$45,115	$46,696	$48,256
15	HOURLY	$16.63	$17.45	$18.31	$19.22	$20.18	$21.15	$22.21	$23.87	$24.70	$25.54
	BI-WEEKLY	$1,330.40	$1,396.00	$1,464.80	$1,537.60	$1,614.40	$1,692.00	$1,776.80	$1,909.60	$1,976.00	$2,043.20
	ANNUAL	$34,590	$36,296	$38,085	$39,978	$41,974	$43,992	$46,197	$49,650	$51,376	$53,123
16	HOURLY	$18.31	$19.22	$20.18	$21.15	$22.21	$23.32	$24.47	$26.30	$27.22	$28.13
	BI-WEEKLY	$1,464.80	$1,537.60	$1,614.40	$1,692.00	$1,776.80	$1,865.60	$1,957.60	$2,104.00	$2,177.60	$2,250.40
	ANNUAL	$38,085	$39,978	$41,974	$43,992	$46,197	$48,506	$50,898	$54,704	$56,618	$58,510

§40.09 Stand-by Pay

If the agency requires an employee to be on stand-by, the employee shall be paid twenty-five percent (25%) of his/her regular rate of pay for all hours required to be on stand-by. Stand-by status is defined as the requirement that the employee leave with the agency where he/she can be reached and stay available to report to work.

§40.10 Call Back Pay

When an employee is called into work on other than his/her regularly scheduled day and shift, the employee will be paid a minimum of four (4) hours at his/her regular rate of pay, either at straight time or overtime in accordance with Article 22 Hours of Work and Overtime, if applicable.

§40.11 Shift Differential

An employee who works a shift where the majority of the hours are after 3:00 p.m. or before 7:00 a.m. will be paid a shift differential of fifty cents ($.50) an hour for all hours worked after 5:00 p.m. This provision will not supercede present practice where shift differential is paid on other hours.

§40.12 Bilingual Pay Differential

Position(s) required by the agency to be bilingual shall be eligible for bilingual pay differential. The position shall require the ability to speak and/or write a language in addition to English, and this shall be reflected on the position description approved by the Department of Administrative Services. Those positions which require certification in the use of braille or proficient use of hand sign language shall qualify for payment of the bilingual supplement. The bilingual pay supplement shall equal five percent (5%) of the first step of the pay range.

§40.13 Risk Supplement

Effective with the pay period that includes July 1, 1986, a special supplement shall be awarded to those parole and probation

officers who are authorized to carry a firearm and who encounter added risk by being required to do one or more of the following:

A. Arrest or transportation of parolees, probationers, or furloughees;

B. Enter a designated risk zone for the purpose of supervision or conducting of investigations.

The above criteria shall be a topic in the Professional Committee.

In the first year of the agreement, the supplement shall equal two and a half percent (2 1/2%) of the first step of the pay range added to the employee's current rate of pay. In fiscal year 1988 the supplement shall be raised to five percent (5%) of the first step of the pay range added to the current rate.

If during the life of the agreement the classification of Parole Officer is upgraded, the element of risk normally encountered will be taken into account in determining the assignment of a new pay range and the supplement shall no longer be added to the employee's pay.

§40.14 Wage Reassignment

The following classifications shall be upgraded in the pay period that includes July 1, 1986: 65721 Public Health Vision Consultant to pay range 12; 65723 Public Health Speech Pathologist to pay range 12; 65725 Public Health Audiologist to pay range 12; 65727 Speech, Hearing and Vision Adm. 1 to pay range 13; 44263 Licensed Physical Therapist 1 to pay range 12; 44264 Licensed Physical Therapist 2 to pay range 14; 44311 Occupational Therapist 1 to pay range 09; 44312 Occupational Therapist 2 to pay range 11; 65111 Dentist 1 to pay range 14; 65112 Dentist 2 to pay range 15.

The following classifications shall be upgraded in the pay period that includes January 1, 1987: 65411 Pharmacist 1 to pay range 12; 65412 Pharmacist 2 to pay range 13; 65415 Pharmaceutical

Consultant to 14; 65416 Pharmaceutical Specialist to 14; 83861 Pharmacologist to 14.

The following classifications shall be upgraded by the pay period that includes July 1, 1987: 65741 Health Facilities Standards Rep. 1 to pay range 10; 65742 Health Facilities Standards Rep. 2 to pay range 11; 65743 Health Facilities Standards Rep. 3 to pay range 12.

The expansion of the Vocational Rehabilitation Counselor series will be implemented in the pay period including July 1, 1986 with the creation of the Vocational Rehabilitation Counselor 3 classification. The Vocational Rehabilitation Counselor 4 classification will be created before the expiration of this agreement.

§40.15 Professional Achievement Incentive Levels (PAIL)

A. Purpose

In order to recognize the unique professional status of these bargaining units and to encourage career development, Professional Achievement Incentive Levels are established. PAIL shall become effective with the pay period that includes July 6, 1986.

B. Amount

The Professional Achievement Incentive Levels shall be expressed as three (3) levels added on the wage tables. The levels shall be computed as follows: Level 1 shall be ten percent (10%) of the first step of the pay range added to the last step, Level 2 shall be fifteen percent (15%), and Level 3 shall be twenty percent (20%).

C. Eligibility

In order to obtain a professional achievement level an employee must have a total of ten (10) years of service in the bargaining unit as defined in Article 26 Seniority, for Level 1, fifteen (15) years for Level 2, and twenty (20) years for Level 3. Employees meeting the service requirements will ordinarily have served at

least one (1) year in the last step of their pay range before advancing to the appropriate level. However, should an employee have the requisite service but not be in the final step, the employee shall receive the percentage in addition to his/her current rate of pay. When the employee reaches the last step then he/she will be placed at the appropriate PAI level and the percentage will be removed from the base. Employees with a PAI level who are promoted shall be placed at the level in accordance with the promotion rules in Section 40.07 of this Article. In no case will an employee be placed in a level for which he/she does not meet the service requirements after the ratification of this agreement.

D. Current Computation of Service

New employees shall attain a professional achievement level in accordance with Sections B and C of this Article. Employees currently employed shall have their current state service attainment computed for eligibility for a professional achievement level. If an employee has fewer than ten (10) years of service, the employee shall continue to receive the current longevity payment as expressed in Chapter 124 of the Ohio Revised Code. Employees with less than two (2) years of service will no longer be eligible for longevity payments. An employee who receives a PAI level shall no longer be eligible to receive a longevity supplement.

§40.16 Ohio Professional Excellence Recognition Award (OPERA)

Effective with the ratification of this agreement, the employer will establish a fund of $80,000. The purpose of the fund will be for the recognition of outstanding achievement in the performance of duty by members of the bargaining units. This fund will be liquidated within the first year of the agreement and will not be renewed.

The employer will meet with the union to develop additional ways to recognize outstanding excellence and achievement, for example, additional leave time. These approaches will be implemented in the second and third year of the agreement.

ARTICLE 41 - PHYSICIANS' PAY SCHEDULES

§41.01 Salary Level

Effective July 1, 1986, physicians shall be placed in the appropriate pay table at the level which is closest to their salary and which guarantees an increase. Salary levels are based on a forty (40) hour work week and a 2080 hour work year. Part-time physicians shall have their salary levels prorated.

Those physicians whose initial salary increase, upon entering the appropriate wage schedule is less than three percent (3%) shall be eligible for movement to the next salary level within two (2) years of the ratification of this agreement upon demonstration of good performance measured by the performance evaluation.

In all other instances, movement to the next salary level is available after three (3) years service upon demonstration of good performance measured by the performance evaluation. When an agency judges a physician's work to be outstanding, the agency may offer movement to the next salary level after two (2) years service.

Initial hires with Board eligibility in a psychiatric sub-specialty (children or forensic) shall be placed at Level 3. Initial hires with Board certification in a psychiatric sub-specialty (children or forensic) shall be placed at Level 4.

Physicians shall not be eligible for any supplements including longevity and Professional Achievement Incentive Levels.

§41.02 Physicians' Pay Tables

The following physicians' pay schedules shall be established upon the ratification of this agreement:

P1 - Psychiatrists;

P2 - Physician Specialists;

P3 - Physicians and Psychiatric Physicians.

Psychiatrists shall be paid in accordance with the following P1 schedule:

P1 - Psychiatrists

Levels	Annual Salary			
	7/1/86	1/1/87	7/1/87	7/1/88
1	$54,308	$57,034	$59,301	$61,672
2	57,034	59,883	62,275	64,771
3	59,883	62,878	65,374	67,995
4	62,878	66,019	68,661	71,406
5	66,019	69,306	72,093	74,963
6	69,306	72,779	75,691	78,728
7	72,779	76,419	79,477	82,659
8	76,419	80,246	83,450	86,778

Physician Specialists shall be paid in accordance with the following P2 schedule:

P2 - Physician Specialists

Levels	Annual Salary			
1	$48,110	$50,523	$52,541	$54,642
2	50,523	53,040	55,162	57,366
3	53,040	55,702	59,928	60,237
4	55,702	58,469	60,819	63,253
5	58,469	61,402	63,856	66,414
6	61,402	64,480	67,059	69,742
7	64,480	67,704	70,408	73,216
8	67,704	71,074	73,923	76,877

Physicians/Psychiatric Physicians shall be paid in accordance with the following P3 schedule:

P3 - Physicians/Psychiatric Physicians

Levels	Annual Salary			
1	$42,952	$45,094	$46,904	$48,776
2	45,094	47,341	49,254	51,210
3	47,341	49,712	51,709	53,789
4	49,712	52,208	54,288	56,472
5	52,208	54,829	57,013	59,301
6	54,829	57,554	59,862	62,254
7	57,554	60,445	62,858	65,374
8	60,445	63,461	65,998	68,640

§41.03 On Duty

Where the agency continues on duty coverage, the agency will prepare and offer on duty contracts to bargaining unit physicians. The contracts will specify duties to be performed, e.g., making rounds, handling emergencies, etc.

Contracts will be offered at the rate of twenty-three dollars ($23) per hour in fiscal year 1987 and twenty-four dollars ($24) per hour in fiscal years 1988 and 1989. In those institutions where the current compensation exceeds this rate, contracts will be offered at the current rate. In these situations, if compensatory time is offered as part of the on duty compensation, the compensatory time must be used within one (1) year of its being earned.

§41.04 On Call

Where on call coverage is utilized, the Department of Mental Health shall pay bargaining unit physicians at the rate of thirteen dollars ($13) per hour and the Department of Mental Retardation and Developmental Disabilities shall pay at the rate of ten dollars ($10) per hour.

§41.05 Physicians' Performance Evaluation System

During fiscal year 1987, a joint committee of union and management representatives will make recommendations to the Directors of the Ohio Department of Mental Health and the Department of Administrative Services for a performance evaluation system for physicians. During fiscal year 1988, the Directors of the Ohio Department of Mental Health and the Department of Administrative Services will review the recommendations of the committee and establish a new performance evaluation system.

ARTICLE 42 - NO STRIKE/NO LOCKOUT

There shall be no strikes during the term of this agreement. The union shall not authorize or sanction, and members of the union shall not instigate, participate in or cause any such strike. The employer agrees that there shall be no lockout.

Any employee in these units who participates in or promotes a strike as defined in Section 4117.01 (H) of the Ohio Revised Code and as determined by the State Employment Relations Board pursuant to Section 4117.23 of the Ohio Revised Code shall be subject to the penalties as outlined in Section 4117.23 of the Ohio Revised Code.

ARTICLE 43 - SAVINGS CLAUSE

Should any provision contained herein be declared invalid by operation of law or by any tribunal of competent jurisdiction, such invalidation of such part or provision shall not invalidate the remaining portions hereof and they shall remain in full force and effect. Provided further that in the event any provision or provisions are declared invalid, both parties shall meet within thirty (30) days for the purpose of renegotiating an agreement on provisions so invalidated.

ARTICLE 44 - EFFECT OF AGREEMENT

This agreement shall be effective only after appropriate legislative action is taken in accordance with Chapter 4117 of the Ohio Revised Code. The parties mutually agree to make recommendations to the General Assembly which may be necessary to give force and effect to the provisions of this agreement.

ARTICLE 45 - TERMINATION OF AGREEMENT

This agreement shall be effective on June 12, 1986 and shall terminate at 11:59 p.m. on June 11, 1989.

The parties mutually agree to initiate negotiations for a successor agreement no later than October, 1988.

ARTICLE 46 - COPIES OF THE AGREEMENT

The employer shall reproduce one (1) copy of this agreement for each employee in the bargaining units. Additional copies shall be reproduced for employees hired during the term of the agreement.

Printing costs shall be shared equally by the employer and the union.

FOR THE STATE OF OHIO

Edward H. Seidler
Deputy Director
Office of Collective Bargaining

Marlena Eblin
Office of Collective Bargaining

David S. Norris
Office of Collective Bargaining

D. G. Bailey
Industrial Commission

Michael D'Arcy
Department of Health

Lynn Genevie
Department of Rehabilitation and Correction

Gretchen Green
Industrial Commission

Kathryn Keller
Department of Mental Health

Jerry Johnson
Department of Mental Retardation and Developmental Disabilities

Dennis Luna
Department of Mental Retardation and Developmental Disabilities

Patrick McGory
Department of Youth Services

Geno Natalucci-Persichetti
Department of Rehabilitation and Correction

Charles Ogle
Department of Mental Health

Terry Kiwnicki
Department of Human Services

Douglas Russell
Department of Aging

Joe Shaver
Department of Rehabilitation and Correction

Ralph Starkey
Department of Youth Services

Laura Stehura
Rehabilitation Services Commission

FOR THE OHIO HEALTH CARE EMPLOYEES UNION

Tom Woodruff
President
Ohio Health Care Employees Union
District 1199 WV/KY/OH

Henry Nicholas
President
National Union of Hospital and
Health Care Employees

Roger Abel
Adult Parole Authority

John Deck
Adult Parole Authority

Ellen Bahow
Toledo Mental Health Center

Pam Detamore
Dayton Mental Health Center

Anita Beatty
Pauline Warfield Lewis Center

Jon A. Dick
Chillicothe Correctional Inst.

Betsy Blackwood
Fallsview Psychiatric Hospital

Joseph Dittmer
Western Reserve Psychiatric
Habilitation Center

Kit Buhrer
Department of Health

Carol Engle
Tiffin Developmental Center

Michael Coconis
Public Defenders Commission

Charles Findley
Pauline Warfield Lewis Center

Sue Cooper
Rehabilitation Services
Commission

Ronald Fankhauser
Rehabilitation Services
Commission

Ed Davis
Rehabilitation Services
Commission

Joyce Gordon
Department of Mental
Retardation and Developmental
Disabilities

Alice Davis-Keil
Department of Health

Fred Schwartz
Industrial Commission

Shirley Tegethoff
Oakwood Forensic Center

Carol Shepard
Central Ohio Psychiatric
Hospital

Diane Tobias
Rehabilitation Services
Commission

David Slater
Adult Parole Authority

Marian Trageser
Pauline Warfield Lewis Center

Martin Slavin
Rollman Psychiatric Institute

Rose Walter
Woodside Receiving Hospital

Helen Smith
Mt. Vernon Developmental Center

Una Wendt
Industrial Commission

Mary Spengler
Rehabilitation Services
Commission

Ruth Wheeler
Cambridge Mental Health
Center

Joanne Stewart
Cleveland Psychiatric Institute

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John Stoner
Tiffin Developmental Center

Sue Wolf
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Joseph Storin
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Robert Studzinski
Department of Youth
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Lee Wolin
Cleveland Psychiatric
Institute

Vivian Swigart
Massillion State Hospital

Mijo Zakman
Central Ohio Psychiatric
Hospital

James Grieve
Rehabilitation Services Commission

Robert E. Harbron
Department of Human Services

Crystal Hawkins
Department of Youth Services

Susan Hawley
Cambridge Mental Health Center

Cheryl Hill
Columbus Developmental Center

William Keene
Western Reserve Psychiatric Habilitation Center

Garold Lantz
Western Reserve Psychiatric Habilitation Center

Barbara Lawless
Hocking Correctional Facility

Joan Lewis
Department of Health

Emily Mathey
Springview Developmental Center

Leroy Maurant
Pauline Warfield Lewis Center

Elizabeth McAlister
Southern Ohio Correctional Facility

Josefa A. McIntosh
Dayton Mental Health Center

Dennis McMickens
Industrial Commission

Midge Miketa
Department of Human Services

Carolyn Murphy
Western Reserve Psychiatric Habilitation Center

Brenda Musgrave
Mt. Vernon Developmental Center

Linda Pomeroy
Northwest Ohio Developmental Center

Robert Rhoads
Rehabilitation Services Commission

Jim Riley
Adult Parole Authority

Gregory Russell
Department of Health

Philip Saunders
Department of Youth Services

APPENDIX A - BARGAINING UNIT CLASSIFICATIONS

Classification Number	Classification Title	Pay Range
UNIT 11		
30161	PUBLIC HEALTH NURSE CONSULTANT	13
42423	DIETITIAN 1	8
42424	DIETITIAN 2	11
42431	FOOD TECHNOLOGIST	10
44263	LIC PHYSICAL THER 1	12
44264	LIC PHYSICAL THER 2	14
44267	LIC PHYSICAL THER CONST	12
44271	LANG DEVELOP SPEC	10
44273	AUDIOLOGIST	10
44311	OCCUPATIONAL THERAPIST 1	9
44312	OCCUPATIONAL THERAPIST 2	11
65111	DENTIST 1	14
65112	DENTIST 2	15
65231	COMMUNICABLE DISEASE INVEST	8
65233	HEALTH EDUCATOR	9
65243	HEALTH PLANNING COOR	9
65321	MEDICAL ASSISTANT	10
65323	PODIATRIST	12
65325	OPTOMETRIST	12
65341	PHYSICIAN	P3
65343	PHYSICIAN SPECIALIST	P2
65344	PHYSICIAN RESIDENT	12
65351	PSYCH PHYSICIAN	P3
65371	PSYCHIATRIST	P1

65381	PUBLIC HEALTH PHYSICIAN	P3
65411	PHARMACIST 1	11
65412	PHARMACIST 2	12
65415	PHARMACEUTICAL CONSULTANT	13
65416	PHARMACEUTICAL SPECIALIST	13
65510	INTERIM NURSE	8
65511	NURSE 1	9
65512	NURSE 2	10
65515	NURSE SUPV 1	11
65516	NURSE SUPV 2	12
65521	PSYCH NURSE 1	10
65522	PSYCH NURSE 2	11
65525	PSYCH NURSE SUPV 1	12
65531	NURSE EDUCATOR 1	11
65532	NURSE EDUCATOR 2	12
65541	PUBLIC HEALTH NURSE	10
65542	PUBLIC HEALTH NURSE SPE 1	11
65543	PUBLIC HEALTH NURSE SPE 2	12
65551	PEER REVIEW NURSE	13
65561	INDUST REHAB NURSE	12
65581	NURSE SPECIALIST	12
65711	NUTRITION TECH	7
65714	PUBLIC HEALTH NUTRITIONIST	11
65721	PUBLIC HEALTH VISION CONST	12
65723	PUBLIC HEALTH SPEECH PATH	12
65725	PUBLIC HEALTH AUDIOLOGIST	12
65727	SPEECH & HEARING VISION ADMIN 1	13
65741	HEALTH FAC STAN REP 1	9
65742	HEALTH FAC STAN REP 2	10
65743	HEALTH FAC STAN REP 3	11
65751	DENTAL HEALTH EDUCATOR 1	9

65752	DENTAL HEALTH EDUCATOR 2	12
65753	DENTAL HEALTH EDUCATION SPEC	13
83310	PSYCHOLOGY ASST	10
83311	STAFF PSYCHOLOGIST 1	12
83312	STAFF PSYCHOLOGIST 2	13
83861	PHARMACOLOGIST	13
86310	DENTAL HYGIENIST	8

UNIT 12

22111	YCC COUNSELOR	8
22121	ENVIR EDUCATION INSTRUCTOR	8
22161	CORPS DEVELOPMENT SPEC	8
65571	VOLUNTEER COORD 1	7
65572	VOLUNTEER COORD 2	8
65573	VOLUNTEER COORD 3	9
69211	CHAPLAIN 1	9
69212	CHAPLAIN 2	10
69213	CHAPLAIN 3	11
69311	SOCIAL SERVICES WORKER 1	6
69312	SOCIAL SERVICES WORKER 2	7
69313	SOCIAL SERVICES WORKER 3	8
69314	SOCIAL SERVICES WORKER 4	9
69411	SOCIAL PROGRAM SPEC	9
69412	SOCIAL PROGRAM COORD	10
69413	SOCIAL PROGRAM DEV	11
69421	YOUTH CLASS SPEC	8
69431	CASE MANAGE SPEC 1	8
69432	CASE MANAGE SPEC 2	10
69441	DRUG PROGRAM CONSULT	8
69451	RESIDENT LIAISON OFFICER	8
69471	SOCIAL PROGRAM ANALY 1	8

69472	SOCIAL PROGRAM ANALY 2	10
69711	SOCIAL COUNSELOR 1	6
69721	VOC REHAB COUNS 1	8
69722	VOC REHAB COUNS 2	10
	VOC REHAB COUNS 3	11
	VOC REHAB COUNS 4	12
69723	VOC REHAB SPEC	11
69731	REHAB PROGRAM SPEC 1	12
69732	REHAB PROGRAM SPEC 2	13
69771	INDUST REHAB CONSULT	11
69773	INDUST REEMPLOY SPEC	13
69811	PAROLE OFFICER 1	8
69812	PAROLE OFFICER 2	9
69814	PAROLE REVIEW OFFICER	9
69815	PAROLE SERV SUPV 1	10
69831	CORRECTION CLASS SPEC	8

APPENDIX B - LAYOFF JURISDICTIONS

Rehabilitation Services Commission - Eight (8) layoff jurisdictions based on eight (8) areas into which the Bureau of Vocational Rehabilitation has divided the State.

Department of Aging - Statewide

Department of Development - Statewide

Department of Health - Two (2) jurisdictions

1) Akron and Bowling Green

2) Columbus, Logan and Dayton

Department of Human Services - Two (2) jurisdictions

1) Columbus, Cincinnati District Offices; State Office Tower

2) Toledo, Cleveland, Akron

Department of Mental Health - Seven (7) jurisdictions

1) All children's facilities

2) Fallsview, Massillon, Woodside

3) CPI, Western Reserve

4) Oakwood, Toledo

5) Dayton, Rollman, Lewis

6) COPH, Portsmouth, Central Office

7) Athens, Cambridge

Department of Mental Retardation/Developmental Disabilities - Seven (7) jurisdictions

1) Cleveland, Broadview, Warrensville

2) Youngstown, Applecreek

3) Northwest Ohio, Tiffin, Mount Vernon

4) Montgomery, Southwest Ohio

5) Cambridge, Gallipolis

6) Springview, Columbus

7) Central Office

Department of Youth Services - Two (2) jurisdictions

1) North: Maumee, Mohican, Indian River, Cleveland, Toledo, Akron, Cuyahoga Hills

2) South: Columbus, Dayton, Cincinnati, Athens, Scioto Village/ Riverview, Training Institute Central Ohio, Buckeye Youth Center/Training Center for Youth

Industrial Commission - Two (2) jurisdictions

1) Cambridge, Columbus, Cincinnati, Dayton, Portsmouth, Springfield

2) Cleveland, Youngstown, Akron/Canton, Toledo, Lima, Mansfield

Department of Rehabilitation and Corrections

A. Parole & Community Services - Five (5) jurisdictions

1) Cleveland

2) Columbus

3) Cincinnati

4) Lima

5) Akron

B. Institutions - Three (3) jurisdictions

1) North: Lima, Marion, Ohio State Reformatory, Ohio Reformatory for Women

2) Central: Orient, Pickaway, Southeastern Correctional Institution, London

3) South: Lebanon, Chillicothe, Hocking, Southern Ohio Correctional Facility

However, an employee may exercise a displacement right to the institution in the adjacent jurisdiction if that institution is geographically closer than any of the institutions in the jurisdiction from which the employee is being laid off.

All Other Agencies - Statewide jurisdictions

Ohio Department of Administrative Services
375 S. HIGH STREET, 17TH FLOOR
COLUMBUS, OHIO 43215

OFFICE OF COLLECTIVE BARGAINING

March 3, 1986

Tom Woodruff, President
District 1199 WV/OH/KY
1313 East Broad Street, Suite 302
Columbus, Ohio 43205

Dear Mr. Woodruff:

Per our discussion of seniority for present employees of bargaining units 11 and 12, the State of Ohio agrees that seniority on the effective date of the collective bargaining agreement shall be based on the previous guidelines used in determining State service. These guidelines shall include the crediting of previous time after a break in service, if the employee was reinstated within one year of the break in service.

Sincerely,

Edward H. Seidler

EDWARD H. SEIDLER
Deputy Director

EHS/DSN/sm

Ohio Department of Administrative Services
375 S. HIGH STREET, 17TH FLOOR
COLUMBUS, OHIO 43215

OFFICE OF COLLECTIVE BARGAINING

May 13, 1986

Tom Woodruff, President
District 1199 WV/KY/OH
Ohio Health Care Employees Union
1313 East Broad Street, #302
Columbus, Ohio 43215

Re: Office Space Side Letter

Dear Mr. Woodruff:

Per our discussions in negotiations, the State agrees to provide office space in institutions where space is currently provided to other labor organizations to be used for conducting union business.

Sincerely,

Edward Seidler
EDWARD H. SEIDLER
Deputy Director

EHS/DSN/sm

Ohio Department of Administrative Services
375 S. HIGH STREET, 17TH FLOOR
COLUMBUS, OHIO 43215

OFFICE OF COLLECTIVE BARGAINING

May 14, 1986

Mr. Tom Woodruff, President
District 1199 WV/KY/OH
Ohio Health Care Employees Union
1313 East Broad Street
Columbus, Ohio 43215

Dear Mr. Woodruff:

The Departments of Mental Health and Mental Retardation and Developmental Disabilities will make every effort to have two (2) agency employees available at each residential work site. However, in certain circumstances due to an emergency, the operational demands of the facility, or circumstances which reasonably require a lesser number of agency employees available, one (1) may be present at a work site for a limited time.

Sincerely,

Edward H. Seidler
EDWARD H. SEIDLER
Deputy Director

EHS/sm

Ohio Department of Administrative Services
375 S. HIGH STREET, 17TH FLOOR
COLUMBUS, OHIO 43215

OFFICE OF COLLECTIVE BARGAINING

April 21, 1986

Tom Woodruff, President
District 1199 WV/KY/OH
Ohio Health Care Employees Union
1313 East Board Street, Suite 3102
Columbus, Ohio 43205

Dear Mr. Woodruff:

Per our discussions of interim employees, the State agrees that interim employees shall be covered by all the terms and conditions of our agreement, except as modified specifically in the definition. If an interim employee is full-time, he or she shall receive all benefits of a full-time employee and if part-time, all benefits of a part-time employee.

Sincerely,

EDWARD H. SEIDLER
Deputy Director

EHS/DSN/sm

Ohio Department of Administrative Services
375 S. HIGH STREET, 17TH FLOOR
COLUMBUS, OHIO 43215

OFFICE OF COLLECTIVE BARGAINING

April 25, 1986

Tom Woodruff, President
Ohio Health Care Employees Union
District 1199, WV/KY/OH
1313 East Broad Street, Suite 302
Columbus, Ohio 43215

Re: Initial Probationary Periods

Dear Mr. Woodruff:

Those employees hired before the effective date of the contract with probationary periods of less than 180 days, shall be on probation for the lesser period.

Sincerely,

EDWARD H. SEIDLER
Deputy Director

EHS/sm

Ohio Department of Administrative Services
375 S. HIGH STREET, 17TH FLOOR
COLUMBUS, OHIO 43215

OFFICE OF COLLECTIVE BARGAINING

April 28, 1986

Mr. Tom Woodruff
President
District 1199 WV/KY/OH
Ohio Health Care Employees Union
1313 East Broad Street, #302
Columbus, Ohio 43215

Dear Mr. Woodruff:

Per our discussion regarding drivers for disabled employees, the Rehabilitation Services Commission will make a reasonable effort to ensure prompt payment to independent contractors who provide driver services to disabled employees.

Sincerely,

Edward Seidler

Edward H. Seidler,
Deputy Director

EHS:DSN:yam

Ohio Department of Administrative Services
375 S. HIGH STREET, 17TH FLOOR
COLUMBUS, OHIO 43215

OFFICE OF COLLECTIVE BARGAINING

April 29, 1986

Tom Woodruff, President
District 1199 WV/KY/OH
Ohio Health Care Employees Union
1313 East Broad Street, Suite 302
Columbus, Ohio 43215

Re: Weapons Sideletter

Dear Mr. Woodruff:

Weapons, holsters, and speed loaders will be issued, during the life of the contract, by the Adult Parole Authority to those Parole Officers I's and II's and Parole Services Supervisors I's who are certified in accordance with APA Procedure Bulletin 450 and who wish to carry them. The employee will be responsible for the routine cleaning of the weapon in accordance with prescribed standards, and the weapon will be subject to periodic inspection. Employees may select to carry their own personal weapons provided that they meet the specifications outlined in the procedure bulletins of the Adult Parole Authority.

Sincerely,

Edward Seidler

EDWARD H. SEIDLER
Deputy Director

EHS/sm

Ohio Department of Administrative Services
375 S. HIGH STREET, 17TH FLOOR
COLUMBUS, OHIO 43215

OFFICE OF COLLECTIVE BARGAINING

May 7, 1986

Tom Woodruff, President
District 1199 WV/KY/OH
Ohio Health Care Employees
1313 East Broad Street, #302
Columbus, Ohio 43215

Dear Mr. Woodruff:

In an attempt to resolve some of the issues raised during negotiations, the Office of Collective Bargaining is committed to:

1) Working with the Department of Aging, and the Union, to upgrade Volunteer Coordinator 1's to Volunteer Coordinator 2's. Pending a few retirements, the Department may be able to do so.

2) Working with the various agencies that utilize Social Services Worker 2's with more than five (5) years of service, and the Union, to attempt to create promotional opportunities to Social Services Worker 3.

3) Working with the Department of Youth Services, and the Union, to attempt to create Social Services Worker 4 positions to provide from promotional opportunities. The Department is planning on creating approximately fifteen (15) positions.

Sincerely,

Edward Seidler

EDWARD H. SEIDLER
Deputy Director

EHS/DSN/sm

Ohio Department of Administrative Services
375 S. HIGH STREET, 17TH FLOOR
COLUMBUS, OHIO 43215

OFFICE OF COLLECTIVE BARGAINING

May 19, 1986

Tom Woodruff, President
Ohio Health Care Employees Union
District 1199 WV/KY/OH
1313 East Broad Street, #302
Columbus, Ohio 43215

Re: Rehabilitation Program Specialist Career Ladder Side Letter

Dear Mr. Woodruff:

It is understood that the revision of the classification specification of the Rehabilitation Program Specialist (RPS) 2 is under consideration by the Department of Administrative Services, Division of Personnel. The Rehabilitation Services Commission (RSC) has encouraged the establishment of an RPS career ladder such that RPS 1's responsible for the development and coordination of regional or statewide programs of habilitation and/or rehabilitation, the development of program policies and procedures for assigned programs and the establishment of program goals, would serve a two (2) year traineeship and would be promoted to a RPS 2 upon successful completion of a probationary period and meeting the following qualifications:

> Completion of coursework for graduate field of study in human services (e.g., rehabilitation counseling, special education, guidance and counseling, psychology, sociology, social work, pre-medical, allied medicine, child and family community services) as required by college or university and twenty-four (24) months experience as Rehabilitation Program Specialist 1 in assigned agency (or five (5) years experience in position with private or governmental agency responsible for habilitative and/or rehabilitative program development and coordination and policy and standards development and enforcement); or equivalent.

This career ladder concept will be examined further during the classification study outlined in Article 38 - Classification Modernization Study.

It is understood that the following RPS 1's with RSC who have regional or statewide program responsibility will be promoted to RPS 2 effective with the pay period that includes July 1, 1986 if they have the requisite experience or upon meeting the two (2) years experience requirement as a RPS 1 with RSC:

PCN	NAME
7011.0	Darelene R. Cunningham
6.0	Karla Lortz
5222.0	Franz Fitzer
2201.0	J.D. Cameron
2204.0	Karen N. Herman
7020.0	George Minteer
7001.0	Karlton Bergquist

Sincerely,

EDWARD H. SEIDLER
Deputy Director

EHS/LRS/sm

Ohio Department of Administrative Services
375 S. HIGH STREET, 17TH FLOOR
COLUMBUS, OHIO 43215

OFFICE OF COLLECTIVE BARGAINING

May 19, 1986

Tom Woodruff, President
Ohio Health Care Employees Union
District 1199 WV/KY/OH
1313 East Broad Street, 302
Columbus, Ohio 43215

Re: VRC Career Ladder Side Letter

Dear Mr. Woodruff:

It is understood that in the pay period including July 1, 1986 Vocational Rehabilitation Counselor (VRC) 1's and 2's employed by the Rehabilitation Services Commission (RSC) will be promoted within the VRC classification series as follows:

1. All VRC 1's with at least one (1) year of experience as a VRC 1 in RSC, will be promoted to VRC 2;

2. All VRC 2's with a Graduate Degree in a human services or related area and two (2) years experience as a VRC 2 or above in RSC, will be promoted to VRC 3, provided they apply or have applied to the Social Work & Counselor Board for licensure as a Counselor;

3. All VRC 2's with a Bachelor's Degree in a human services or related area and four (4) years experience as a VRC 2 or above with RSC, will be promoted to VRC 3;

4. All VRC 2's with eight (8) years experience as a VRC 2 or above with RSC, will be promoted to VRC 3.

Only those counselors who meet the above qualifications as of June 22, 1986 will be promoted effective with the pay period that includes July 1, 1986. Current VRC 1's with less than one (1) year experience as a VRC 1 with RSC on June 22, 1986 will be promoted to VRC 2 upon their completion of one (1) year's service as a VRC 1.

Current VRC 2's who are not promoted effective with the pay period that includes July 1, 1986 will be promoted into the VRC 3 classification during the life of the contract upon meeting any of the above qualifications (i.e., #2, #3, or #4). Any current VRC 2 who is not promoted to a VRC 3 during the life of this contract in accordance with the above qualifications would be promoted to VRC 3 on the last day of the contract.

It is understood that on the last day of the contract only, VRC 2's who were promoted to VRC 3 during the life of this contract as outlined above, would be promoted to a VRC 4 if:

1. They have nineteen (19) years experience as a VRC 2 or above with RSC; or

2. They have a Bachelors Degree in a human service or related area, and fifteen (15) years experience as a VRC two (2) or above with RSC; or

3. They have a Graduate Degree in a human service or related area, and nine (9) years experience as a VRC 2 or above with RSC and licensure as a Counselor.

Any current VRC 2 who was promoted to a VRC 3 during the life of this contract who does not meet the above qualifications (i.e., #1, #2, or #3) on the last day of the contract shall be promoted to VRC 4 at any point in time that they meet the following qualifications;

1. They have a Graduate Degree in a human service or related area, and nine (9) years experience as a VRC 2 or above with RSC, and licensure as a Counselor; or

2. They have a Graduate Degree in a human service area, (i.e., rehab counseling, psychology, sociology, special education, social work, nursing, occupational or physical therapy, pre-med, speech and hearing, and guidance and counseling) and seven (7) years experience as a VRC 3 with RSC, and licensure as a Counselor.

It is further understood that the pay ranges for the VRC classification series will be as follows:

Classification	Old Pay Range	New Pay Range
VRC 1	28	8
VRC 2	30	10
VRC 3	31	11
VRC 4	32	12

It is understood that all individuals who are hired as VRC 1's after the effective date of this contract will serve a one (1) year probationary period. Upon successful completion of their probationary period VRC 1's will be promoted to VRC 2. There will be no promotional probationary period in the VRC 2, VRC 3 or VRC 4 level.

It is understood that the grandparenting provisions of this agreement also apply to the following vocational rehabilitation counselor parentheticals: work evaluator, rehabilitation teacher; and job replacement specialist, provided they also have the additional specialized coursework or equivalent specified in the minimum qualifications listed below.

Not withstanding the grandparenting agreement in this letter, it is understood that promotion from the VRC 2 to subsequent levels will be automatic based on meeting the following minimum qualifications which will be adopted by the State:

VRC 1 - Bachelors Degree in human services area (i.e., rehab counseling, psychology, sociology, special education, social work, nursing, occupational or physical therapy, pre-med., speech and hearing, and guidance and counseling).

VRC 1 - (Work Evaluator) - Bachelors Degree in human services area (i.e., rehab counseling, psychology, sociology, special education, social work, nursing, occupational or physical therapy, pre-med, speech & hearing, and guidance & counseling); 1 course in work evaluation techniques, tests & measurements (or 1 month experience); 100 hours training in interpretation of work evaluation tests & measurements (or 1 month experience); 100 hours training in principles & techniques of motivation, worker traits & characteristics (or 1 month experience).

VRC 1 - (Rehabilitation Teacher) - Bachelors degree in human services area (i.e., rehab counseling, psychology, sociology, special education, social work, nursing, occupational or physical therapy, pre-med, speech & hearing and guidance & counseling). Three courses in interviewing (or 3 months experience); 3 courses in evaluation & appraisal techniques (or 3 months experience); 1 course in teaching theories & techniques for visual and/or physically handicapped (or 1 month experience); 1 course in public relations (or 1 month experience); 300 hours training in nature and implications of physical & mental disability (or 3 months experience); 300 hours training in use of adaptive

devices for visual and/or physically handicapped (or 3 months experience); 300 hours training in homemaking skills (or 3 months experience) may require 100 hours training in typing (or 1 month experience); 100 hours training in crafts (or 1 month experience); or 100 hours training in operating household appliances (or 1 month experience) if position involves training of clients in these areas.

VRC 1 - (Job Placement Specialist) - Bachelors Degree in human services area (i.e., rehab counseling, psychology, sociology, special education, social work, nursing, occupational or physical therapy, pre-med, speech & hearing and guidance & counseling); plus 3 courses in public relations (or 3 months experience); 600 hours in training in labor & worker compensatiaon laws & regulations (or 6 months experience); 300 hours training in occupational & labor market information (or 3 months experience); 100 hours training in job seeking skills (or 1 month experience).

VRC 2 - Bachelors Degree in human services area (i.e., rehab counseling, psychology, sociology, special education, social work, nursing, occupational or physical therapy, pre-med., speech and hearing, and guidance and counseling), plus twelve (12) months experience as a VRC 1 with RSC.

VRC 2 - (Work Evaluator) - Bachelors Degree in human services area (i.e., rehab counseling, psychology, sociology, special education, social work, nursing, occupational or physical therapy, pre-med, speech & hearing, and guidance & counseling), plus 12 months experience as a VRC 1 with RSC; 1 course in work evaluation techniques, tests & measurements (or 1 month experience); 100 hours training in interpretation of work evaluation tests & measurements (or 1 month experience); 100 hours training in principles & techniques of motivation, worker traits & characteristics (or 1 month experience).

VRC 2 - (Rehabilitation Teacher) - Bachelors Degree in human services area (i.e., rehab counseling, psychology, sociology, special education, social work, nursing, occupational or physical therapy, pre-med, speech & hearing and guidance & counseling); plus 12 months experience as a VRC 1 with RSC; 3 courses in interviewing (or 3 months experience); 3 courses in evaluation & appraisal techniques (or 3 months experience); 1 course in teaching theories & techniques for visual and/or physically handicapped (or 1 month experience); 1 course in public relations (or 1 month

experience); 300 hours training in nature & implications of physical & mental disability (or 3 months experience); 300 hours training in use of adaptive devices for visual and/or physically handicapped (or 3 months experience); 300 hours training in homemaking skills (or 3 months experience). May require 100 hours training in typing (or 1 month experience); 100 hours training in crafts (or 1 month experience); or 100 hours training in operating household appliances (or 1 month experience) if position involves training of clients in these areas.

VRC 2 - (Job Placement Specialist) - Bachelors Degree in human services area (i.e., rehab counseling, psychology, sociology, special education, social work, nursing, occupational or physical therapy, pre-med, speech & hearing, and guidance & counseling), plus 12 months experience as a VRC 1 with RSC; 3 courses in public relations (or 3 months experience); 600 hours training in labor & worker compensation laws & regulations (or 6 months experience); 300 hours training in occupational & labor market information (or 3 months experience); 100 hours training in job seeking skills (or 1 month experience).

VRC 3 - Graduate Degree in human services area (i.e., rehab counseling, psychology, sociology, special education, social work, nursing, occupational or physical therapy, pre-med., speech and hearing, and guidance and counseling), plus licensure as a Counselor, plus two (2) years experience as a VRC 2 with RSC.

VRC 3 - (Work Evaluator) - Graduate Degree in human services area (i.e., rehab counseling, psychology, sociology, special education, social work, nursing, occupational or physical therapy, pre-med, speech & hearing, and guidance & counseling), plus licensure as a counselor, plus 2 years experience as a VRC 2 with RSC; 1 course in work evaluation techniques, tests & measurements (or 1 month experience); 100 hours training in interpretation of work evaluation tests & measurements (or 1 month experience); 100 hours training in principles & techniques of motivation, worker traits & characteristics (or 1 month experience).

VRC 3 - (Rehabilitation Teacher) - Graduate Degree in human services area (i.e., rehab counseling, psychology, sociology, special education, social work, nursing, occupational or physical therapy, pre-med, speech & hearing, and guidance & counseling) plus licensure as a counselor; plus 2 years experience as a VRC 2 with RSC;

plus 3 courses in interviewing (or 3 months experience); 3 courses in evaluation & appraisal techniques (or 3 months experience); 1 course in teaching theories & techniques for visual and/or physically handicapped (or 1 month experience); 1 course in public relations (or 1 month experience); 300 hours training in nature & implications of physical & mental disability (or 3 months experience); 300 hours training in use of adaptive devices for visual and/or physically handicapped (or 3 months experience); 300 hours training in homemaking skills (or 3 months experience). May require 100 hours training in typing (or 1 month experience); 100 hours training in crafts (or 1 month experience); or 100 hours training in operating household appliances (or 1 month experience) if position involves training of clients in these areas.

VRC 3 - (Job Placement Specialist) - Graduate Degree in human services area (i.e., rehab counseling, psychology, sociology, special education, social work, nursing, occupational or physical therapy, pre-med, speech & hearing; and guidance & counseling), plus licensure as a counselor, plus 2 years experience as a VRC 2 with RSC; 3 courses in public relations (or 3 months experience); 600 hours training in labor & worker compensation laws & regulations (or 6 months experience); 300 hours training in occupational & labor market information (or 3 months experience); 100 hours training in job seeking skills (or 1 month experience).

VRC 4 - Graduate Degree in human services area (i.e., rehab counseling, psychology, sociology, special education, social work, nursing, occupational or physical therapy, pre-med., speech and hearing, and guidance and counseling), plus licensure as a Counselor, plus seven (7) years experience as a VRC 3 with RSC.

VRC 4 - (Work Evaluator) - Graduate Degree in human services area (i.e., rehab counseling, psychology, sociology, special education, social work, nursing, occupational or physical therapy, pre-med, speech & hearing, and guidance & counseling), plus licensure as a counselor, plus 7 years experience as a VRC 3 with RSC; 1 course in work evaluation techniques, tests & measurements (or 1 month experience); 100 hours training in interpretation of work evaluation tests & measurements (or 1 month experience); 100 hours training in principles & techniques of motivation, worker traits & characteristics (or 1 month experience).

VRC 4 - (Rehabilitation Teacher) - Graduate Degree in human services area (i.e., rehab counseling, psychology, sociology, special education, social work, nursing, occupational or physical therapy, pre-med, speech & hearing, and guidance & counseling) plus licensure as a counselor; plus 7 years experience as a VRC 3 with RSC; plus 3 courses in interviewing (or 3 months experience); 3 courses in evaluation & appraisal techniques (or 3 months experience); 1 course in teaching theories & techniques for visual and/or physically handicapped (or 1 month experience); 1 course in public relations (or 1 month experience); 300 hours training in nature & implications of physical & mental disability (or 3 months experience); 300 hours training in use of adaptive devices for visual and/or physically handicapped (or 3 months experience); 300 hours training in homemaking skills (or 3 months experience). May require 100 hours training in typing (or 1 month experience); 100 hours training in crafts (or 1 month experience); or 100 hours training in operating household appliances (or 1 month experience) if position involves training of clients in these areas.

VRC 4 - (Job Placement Specialist) - Graduate Degree in human services area (i.e., rehab counseling, psychology, sociology, special education, social work, nursing, occupational or physical therapy, pre-med, speech & hearing; and guidance & counseling), plus licensure as a counselor, plus 7 years experience as a VRC 3 with RSC; 3 courses in public relations (or 3 months experience); 600 hours training in labor & worker compensation laws & regulations (or 6 months experience); 300 hours training in occupational & labor market information (or 3 months experience); 100 hours training in job seeking skills (or 1 month experience).

Sincerely,

Edward H. Seidler

EDWARD H. SEIDLER
Deputy Director

EHS/LRS/sm

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