

# CONTRACT

Between



**THE STATE OF OHIO**

And



**District 1199**

**The Health Care  
and Social Service Union,  
Service Employees  
International Union  
AFL-CIO  
1992-1994**

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## TABLE OF CONTENTS

Article	Page
Agreement .....	1
Article 1 Purpose and Intent of the Agreement .....	1
Article 2 Union Recognition .....	2
Article 3 Union Rights .....	3
Article 4 Union Security .....	5
Article 5 Management Rights .....	7
Article 6 Non-Discrimination .....	7
Article 7 Grievance Procedure .....	8
Article 8 Discipline .....	18
Article 9 Initial Probationary Period .....	18
Article 10 Vacation Allowance .....	19
Article 11 Holidays .....	21
Article 12 Personal Leave .....	23
Article 13 Sick Leave .....	25
Article 14 Bereavement .....	28
Article 15 Disability Leave .....	29
Article 16 Service Connected Injury and Illness .....	29
Article 17 Group Health Insurance .....	30
Article 18 Life Insurance .....	32
Article 19 Indemnification .....	33
Article 20 Employee Assistance Program (EAP) .....	34
Article 21 Travel .....	35
Article 22 Moving Expenses .....	38
Article 23 Continuing Education .....	38
Article 24 Hours of Work and Overtime .....	41
Article 25 Temporary Working Level .....	48
Article 26 Leave of Absence Without Pay .....	49
Article 27 Employee Status .....	51
Article 28 Seniority .....	53

Article 29	Layoff and Recall	54
Article 30	Vacancies	57
Article 31	Professional Committees	60
Article 32	Health and Safety Procedures	63
Article 33	Service Delivery	69
Article 34	Career Advancement	69
Article 35	Weather Emergencies	70
Article 36	Personnel Files	70
Article 37	Uniforms	72
Article 38	Job Audits and Appeal	72
Article 39	Classification Changes	74
Article 40	Quality of Work Life and Service Delivery Committee	75
Article 41	Sub-Contracting	76
Article 42	General Provisions	77
Article 43	Wages	78
Article 44	Physician's' Pay Schedules	88
Article 45	No Strike/No Lockout	92
Article 46	Savings Clause	92
Article 47	Termination of Agreement	92
Article 48	Copies of the Agreement	93
Appendix A	Bargaining Unit Classifications	98
Appendix B	Layoff Jurisdictions	103
Appendix C	Occupational Injury Leave Guidelines	107
Side Letters	following page	120

**AGREEMENT  
BETWEEN THE STATE OF OHIO AND  
DISTRICT 1199,  
THE HEALTH CARE AND SOCIAL SERVICE UNION;  
SERVICE EMPLOYEES INTERNATIONAL UNION,  
AFL-CIO**

This Agreement made and entered into this 1st day of July, 1992 between the State of Ohio, Office of Collective Bargaining, (hereinafter referred to as the Employer) and District 1199, The Health Care and Social Service Union, Service Employees International Union, AFL-CIO.

**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.

This Agreement may be amended only by written agreement

between the Employer and the Union. No verbal statement shall supersede any provisions 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 District 1199, The Health Care and Social Service Union, Service Employees International Union, 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 organizer 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 Employer, for the term of this Agreement, shall withhold other Union deductions from the 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 Employer 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 may 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 an employee transfers from one appointing authority to another within the bargaining unit, the dues deduction card, if one has been submitted, will be transferred to the new appointing authority.

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 unit 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.

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 unit 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 judgments 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 orientation, 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. In addition, the Employer shall comply with all the requirements of the federal Americans with Disabilities Act and the regulations promulgated under that Act.

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 fifteen (15) 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 this Agreement.

### **7.05 Termination of the Issue**

When a decision has been accepted by the Employer and the Union at any step of this grievance procedure, or the Employer 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 fifteen (15) days of the date on which the grievant knew or reasonably should have had knowledge of the event.

Grievances submitted beyond the fifteen (15) 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 work site 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 work site in as far as practical.

#### **Step 3 - Agency Head or Agency Designee and Office of Collective Bargaining**

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. When different work locations are involved, transmittal of

grievance appeals and responses shall be by U.S. Mail. The mailing of the grievance appeal form shall constitute a timely appeal, if it is postmarked within the appeal period. Likewise, the mailing of the answer shall constitute a timely response, if it is postmarked within the answer period. Upon receipt of the grievance, the agency head or designee shall hold a meeting and render a decision within forty-five (45) days after the receipt of the grievance. A representative of the Office of Collective Bargaining may be present at such meeting and the Director of the Office of Collective Bargaining or designee shall review the decision of the agency head or designee, prior to its being presented to the grievant and/or Union. The grievant may be accompanied at this meeting by a delegate and/or an organizer. The inability of a delegate or organizer to be present at such meeting after reasonable attempts to schedule will permit the agency head or designee to render a decision based on documents only.

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

#### **Step 4 - Arbitration**

If the Union is not satisfied with the answer received at Step 3, it may submit the grievance to arbitration, by serving written notice of its desire to do so by U.S. Mail, 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 at Step 3.

#### **7.07 Mediation**

The parties mutually agree to meet no less than monthly for the purpose of attempting to resolve grievances appealed to arbitration. The parties shall use a mutually agreed upon arbitrator to serve as mediator in such sessions. The grievance shall be presented and responded to briefly. The mediator shall offer his opinion and advice. If the case is settled or withdrawn

after this process, the settlement or withdrawal agreement shall be reduced to writing and signed at the session, subject only to the final approval of the grievant or affected agency. If the grievance is not settled, it shall be placed on the list of matters to be scheduled for arbitration. The parties agree to schedule unresolved grievances for arbitration in an expeditious manner.

#### **7.08 Arbitration**

##### **A. Arbitration Panel**

Within thirty (30) days after this Agreement becomes effective, The Employer 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 at regular rate 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.

#### **7.09 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 7.06. 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 and/or the Union is not satisfied with the answer at Step 3, he/she or the Union may submit the disciplinary grievance to expedited arbitration by sending 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 3 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, or shall they be placed in an employee's personnel file.

#### **.10 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 each meeting; however, necessary witnesses may attend on paid time.

### **7.11 Miscellaneous**

#### **A. Extensions and Mutual Agreement**

The grievant or the Union representative and representatives of the Employer 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 or the Union 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 Employer and the Union 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.

#### **7.12 Grievance Forms**

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

**7.13 Election of Remedies**

An employee who elects to pursue any claim through a judicial or administrative procedure shall thereafter be precluded from filing the same or similar claim as a grievance hereunder.

**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. Removal

The application of these steps is contingent upon the type and occurrence 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 Employer and the Union. Dismissal during an initial probationary period shall not be grievable.

**ARTICLE 10 - VACATION ALLOWANCE**

**10.01 Rate of Accrual**

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

Length of State Service	Per Pay Period	Per Year
less than 1 year	3.1 hours	80 hours (upon completion of one year service)
1 year or more	3.1 hours	80 hours
5 years or more	4.6 hours	120 hours
10 years or more	6.2 hours	160 hours
15 years or more	6.9 hours	180 hours
20 years or more	7.7 hours	200 hours
25 years or more	9.2 hours	240 hours

Part time employees shall earn vacation on a prorated basis. 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 unit.

**10.02 Maximum Accrual**

Vacation credit may be accumulated to a maximum that can be earned in four (4) years. Further accumulation will not continue when the maximum is reached. When an employee's vacation reaches the maximum level, and if the employee has been denied vacation during the twelve (12) months, the employee will be paid for the time denied.

<b>Annual Rate of Vacation</b>	<b>Accumulation Maximum</b>
80 hours	320 hours
120 hours	480 hours
160 hours	640 hours
180 hours	720 hours
200 hours	800 hours
240 hours	960 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 cannot not be unreasonably denied.

Vacation requests shall be responded to within ten (10) working days. However, vacation requests submitted more than thirty (30) days prior to the desired date shall be responded to within at least twenty (20) days prior to the desired date.

When an emergency exists, in the sole and exclusive opinion of the Employer, 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 four (4) 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.

**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 declared 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.

**11.02 Holiday Pay**

Full-time employees who are normally scheduled to work eight

(8) hours in a day are automatically entitled to eight (8) hours of holiday pay at regular rate regardless of whether they work on the holiday. Employees who are scheduled to work more than eight (8) hours in a day will receive holiday pay for the hours they are normally scheduled to work. For example, in the latter case, employees who work a 10-hour day will receive 10 hours of pay for the holiday. Compensation for working on a holiday is in addition to the automatic 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 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 shall be at the employee's regular rate and for the hours actually worked.

### **ARTICLE 12 - PERSONAL LEAVE**

#### **12.01 Eligibility for Personal Leave**

Each employee shall be eligible for personal leave at his/her regular rate of pay.

#### **12.02 Personal Leave Accrual**

Employees shall be entitled to five (5) personal leave days of eight (8) hours apiece each year. Ten (10) hours of personal leave shall be credited to each employee at the end of the pay period which includes the first day of January, April, July and October of each year. Employees hired after the start of a calendar quarter shall be credited with personal leave on a prorated basis. Probation shall be based upon a formula of .0192 hours per hour of non-overtime paid. Part-time employees also shall accrue personal leave on the basis of that formula.

This method of accrual shall take effect with the pay period which includes January 1, 1993. Prior to that time, employees will continue to accrue personal leave pursuant to the provisions of the 1989 Agreement.

#### **12.03 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.

#### **12.04 Notification and Approval of Use of Personal Leave**

Employees shall 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. The provisions of this Section shall not be construed to require the release of an unreasonable number of employees in the same agency at the same work area at the same time.

#### **12.05 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.

#### **12.06 Conversion or Carry Forward of Personal Leave Credit at Year's End**

Any personal leave not used prior to the pay period which includes December 1, may be carried forward or paid at the employee's option. Maximum accrual of personal leave shall be sixty (60) hours.

#### **12.07 Conversion of Personal Leave Credit Upon Separation From Service**

An employee who is separated from state service shall be entitled to convert to cash the unused amount of accrued personal leave. If an employee dies, the converted personal leave shall be credited to his/her estate.

#### **12.08 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.

#### **12.09 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**

#### **13.01 Definitions**

A. "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.

B. "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.

C. "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.

#### **13.02 Leave Accrual**

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

Beginning with the pay period which includes December 1, all employees shall accrue sick leave at the rate of 2.77 hours for each eighty (80) hours in active pay status, excluding overtime hours, to a maximum of seventy-two (72) hours per year.

Part-time employees shall receive 2.77 hours of sick leave 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 26 Leave of Absence Without Pay of this Agreement or if the employee is eligible, recommend disability leave benefits in accordance with Article 15 Disability Leave of this Agreement.

**13.08 Conversion or Carry Forward of Sick Leave Credit at Year's End or upon Separation from State Service**

Each year, prior to December 1, employees may convert to cash at the rate of fifty percent (50%) all or part of their sick leave balance which had been accrued within the preceding twelve (12) month period.

Employees hired after June 12, 1986, who have previous service with political subdivisions of the State may use sick leave accrued with such prior employers but shall not be permitted to convert such sick leave to cash either at year's end or upon separation from state service.

Employees that separate from state service may have any accrued sick leave hours converted to cash at the rate of fifty percent (50%) provided he/she has completed at least one (1) year of state service prior to separation. If an employee dies, the converted sick leave shall be credited to his/her estate.

An employee returning to state service, within ten (10) years of separation, after receipt of a lump sum payment for unused sick leave may buy back all or a portion of such leave from the Employer by returning the amount paid for the number of days to be restored.

#### **13.09 Transfer of Sick Leave Credit**

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

### **ARTICLE 14 - BEREAVEMENT**

Three (3) consecutive workdays of bereavement leave shall be granted to each employee upon the death of a member of his/her family. For the purpose of this article, family shall include spouse, domestic partner (domestic partner is defined as one who stands in place of a spouse and who resides with the employee), child, grandchild, parents, grandparents, siblings, aunt, uncle, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or legal guardian or other person who stands in the place of a parent.

### **ARTICLE 15 - DISABILITY LEAVE**

#### **15.01 Eligibility**

Eligibility shall be pursuant to current Ohio Law and the Administrative Rules of the Department of Administrative Services in effect as of the effective date of this Agreement.

A. The waiting period for disability benefits shall be twenty-eight (28) calendar days; and

B. Part-time employees who have worked 1,500 or more hours within the 12 calendar months preceding disability shall be entitled to disability benefits based upon the average regular weekly earnings for weeks worked over that 12 month period.

#### **15.02 Minimum Benefit Level**

The minimum level of approved disability leave benefits, pursuant to this Article, shall be no less than seventy percent (70%) of the eligible employee's regular rate of pay.

#### **15.03 Other Leave Usage to Supplement Disability**

Employees may utilize sick leave, personal leave or vacation to supplement disability leave up to one hundred percent (100%) of the employee's rate of pay.

### **ARTICLE 16 - SERVICE CONNECTED INJURY AND ILLNESS**

#### **16.01 Coverage for Workers' Compensation Waiting Period**

An employee shall be allowed full pay at regular rate during the first seven (7) calendar days of absence when he/she suffers a work-related injury or contracts a service-related illness with a duration of more than seven (7) days. If the injury/illness has a duration of more than fourteen (14) days and the employee receives a Workers' Compensation award for the first seven (7) days, the employee will reimburse the Employer for the payment received under this article.

An employee may elect to take leave without pay, without exhausting accrued leave balances, pending determination of a Workers' Compensation claim.

If an employee elects to utilize his/her sick leave, personal leave, vacation leave or compensatory time balances pending determination of a Workers' Compensation claim, the Employer shall allow the employee to buy back those leave balances within two (2) pay periods after the Workers' Compensation award is granted, or shall allow the employee to choose the automatic restoration of those leave balances through assignment of benefits.

#### **16.02 Other Leave Usage to Supplement Workers' Compensation**

Employees may utilize sick leave, personal leave or vacation to supplement Workers' Compensation up to one hundred percent (100%) of the employee's rate of pay.

#### **16.03 Occupational Injury Leave**

Employees of the Department of Mental Health, the Department of Mental Retardation and Developmental Disabilities, the Ohio Veterans' Home, the Ohio Veterans' Children's Home and Schools for the Deaf and Blind, the Department of Rehabilitation and Correction, and the Department of Youth Services shall be entitled to a total of nine hundred sixty (960) hours of Occupational Injury Leave a year with pay at regular rate. The Office of Collective Bargaining shall issue guidelines (see Appendix C).

### **ARTICLE 17 - GROUP HEALTH INSURANCE**

The Employer shall provide a Comprehensive Health Care Insurance Program to employees. The Program offered to employees covered by this Agreement shall be identical to that offered to all other employees covered by Agreements between

the Employer and other Unions representing such other employees.

The Employer shall contribute to the State's Comprehensive Health Care Insurance Program eighty-eight percent (88%) of the premium per month per employee. Effective January 1, 1993, the Employer shall contribute to the State's Comprehensive Health Care Insurance Program ninety percent (90%) of the premium per month per employee.

In addition to the State's Comprehensive Health Care Insurance Program, the Employer may contract with various Health Maintenance Organizations (HMO's) to offer health insurance, providing the HMO plan is comparable to the State's Comprehensive Program. Employees may elect to enroll in an HMO during any open enrollment period. The Employer will review and approve a rate schedule for each participating HMO, based upon criteria established by the Employer. For employees electing to participate in an HMO, the Employer shall contribute to the HMO the same percent of its total rate as it contributes to the State's Comprehensive Health Care Insurance Program, except that under no circumstances will the Employer contribute more actual dollars to an HMO than is contributed to the State's Comprehensive Program.

There shall be established a Joint Committee composed of representatives of management, and of the various labor unions representing State employees. The Committee shall meet regularly to monitor the operation of the State's health insurance plans, and to make recommendations for the improvement of the plans and cost containment procedures.

The Employer shall continue all dental and vision benefits on the same basis as is provided to all other State employees covered by Agreements negotiated between the State and other Unions representing State employees.

In the Schools for the Deaf and the Blind, employees shall have

their group health insurance paid during the calendar 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 benefits available under this Article 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 leave, 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 18 - LIFE INSURANCE

### 18.01 Amount

The Employer shall provide group life insurance coverage at no cost for all employees of the bargaining units who have attained one (1) year of state service. The amount of insurance provided shall be an amount equal to the employee's annual salary, rounded up to the next higher thousand. The amount of insurance provided to employees sixty-five (65) years of age but under seventy (70) years of age shall be reduced to sixty-five percent (65%). For employees age 70 and over the amount of insurance provided shall be reduced to fifty percent (50%). These reductions will not reduce the actual amounts to less than \$5,000. There will be no reduction if the formula amount is \$5,000 or less.

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.

### 18.02 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.

### 18.03 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.

### 18.04 Double Indemnity

When an employee(s) is killed in the line of duty, his/her estate or beneficiary shall receive twice the amount of coverage as specified in Section 18.01.

### 18.05 Optional Life Insurance

The State shall make available optional term-life insurance to employees. The cost will be paid by the employee on a payroll deduction basis. The available coverage will be at least two times the employee's salary. No evidence of insurability will be required if an adequate number of employees participate. The State will explore smoker/non-smoker rates and spousal coverage.

The optional life insurance will be made available by January 1, 1990.

## ARTICLE 19 - INDEMNIFICATION

The Employer agrees to indemnify employees from liability incurred in the performance of their duties in accordance with Ohio Revised Code Section 9.87 and other related revised code

provisions. Further the Employer may indemnify employees, under the circumstances and in accordance with the procedures set forth in the Ohio Revised Code under Section 9.87, from liability for compensatory or punitive damages incurred in the performance of their duties by paying any judgment in, or amount negotiated in settlement of, any civil action arising under the law of the State of Ohio, the law of any other state, or under Federal law. The actions of the Ohio Attorney General pursuant to the Ohio Revised Code Section 9.87 are not subject to the grievance or arbitration procedures.

## **ARTICLE 20 - EMPLOYEE ASSISTANCE PROGRAM (EAP)**

### **20.01 Implementation**

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

### **20.02 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.

### **20.03 Awareness of Service**

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

### **20.04 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.

### **20.05 Drug Policy**

The parties acknowledge that the Employer retains the right to establish a fair and reasonable drug policy. Such policy shall not be arbitrary or capricious and shall not conflict with the provisions of this contract.

## **ARTICLE 21 - TRAVEL**

### **21.01 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 work site other than the assigned work site 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.

### **21.02 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 and one half cents (\$.225) per mile. Effective July 1, 1992, the mileage allowance will be increased to twenty-four cents (\$.24). Effective July 1, 1993 the mileage allowance will be increased to twenty-five cents (\$.25).

### 21.03 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.

### 21.04 Expense Allowances

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

Meals \$20.00

Lodging \$50.00 plus tax

Effective 7/1/93 lodging reimbursement for actual cost will increase up to \$55.00.

Full day travel is defined as departure prior to 8:00 a.m. and return after 6:00 p.m.

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

Five dollars and fifty cents (\$5.50) if departure from home or headquarters is prior to 8:00 a.m. and return to home or headquarters is prior to 6:00 p.m.

Fourteen dollars and fifty cents (\$14.50) if departure from home or headquarters is after 8:00 a.m. and return to home or headquarters is after 6:00 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, shall apply.

An employee in travel status traveling more than seventy-five (75) miles one way, who has duties at a work site or vicinity work sites which require two (2) or more days to complete, may choose to stay overnight and receive reimbursement pursuant to the provisions of this section, or may commute and receive reimbursement for actual mileage but no more than \$70.00 for a round trip. Employees choosing to commute shall not be eligible for meal reimbursement and shall not have travel time counted

as time worked.

If the agency requires an employee to stay overnight out of the state, the employee shall be reimbursed the actual cost within reason for lodging and twenty-five dollars (\$25.00) per day for meals. These rates shall be adjusted upward in accordance with emergency board regulations should the reimbursement rates increase.

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

Rates shall be adjusted upward in accordance with the Office of Budget and Management regulations should the reimbursement rate increase.

### 21.05 Travel Reimbursement

The Department of Health, Human Services, Rehabilitation and Correction and Youth Services shall continue the advance payment program for in-state travel expenses, or a petty-cash fund for post travel reimbursement for in-state travel expenses. The agency shall set minimum requirements for participation. 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.

If an agency fails to reimburse an employee within thirty (30) days, the agency shall pay the employee interest on the amount due in accordance with the Office of Budget and Management guidelines on prompt payment, or one dollar (\$1.00), whichever is greater.

### 21.06 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.

The division shall maintain the centralized transportation system developed 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.

#### **21.07 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 22 - 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 30 Vacancies.

Moving expenses will not be paid by the agency when an employee is exercising his/her bumping rights under Article 29 Layoff and Recall.

### **ARTICLE 23 - CONTINUING EDUCATION**

#### **23.01 Purpose**

The Employer and the Union recognize 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, and the importance of

maintaining licensure and certification, and the increased requirement for obtaining CEU's in many disciplines. 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.

#### **23.02 Tuition Reimbursement, Seminars and Conferences 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.

The Employer will continue the tuition reimbursement, seminar and conference fund. The fund will make available \$100,000 in fiscal years 1993 and 1994 for fees and expenses for attendance at seminars, workshops, conferences and for tuition reimbursement.

The parties shall discuss any changes in the fund at the State Professional Committee. These discussions shall include the usage of the fund to pay for necessary Continuing Education Units and Continuing Education Units leading to the renewal of certification and licensure.

Reimbursement for travel, food and lodging shall be consistent with Article 21 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.

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 each fiscal year of the Agreement. Requests to attend seminars, workshops and conferences, or for tuition reimbursement shall not be unreasonably denied.

#### **23.03 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.

#### **23.04 Time Off for Classes**

An employee may be allowed time off from his/her position at regular rate 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.

#### **23.05 Continuing Education Units**

The Employer will attempt to provide CEU credits within the agency and at the work site where practical and feasible.

#### **23.06 Administrative Leave**

Employee requests for Administrative Leave for conferences, workshops or seminars will be responded to within fourteen (14) days of proper submission of such requests. Reasonable attempts will be made to respond to such requests sooner. Exceptions may be mutually agreed to by the parties.

### **ARTICLE 24 - HOURS OF WORK AND OVERTIME**

#### **24.01 Work Week**

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

#### **24.02 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	Psychiatric Physician
65371	Psychiatrist

Compensatory time and overtime pay for physicians shall be addressed in Article 44 Physicians.

#### 24.03 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.

C. The parties recognize that in both institutional and non-institutional settings, that the Employer has the right to require mandatory overtime where necessary; however, the Employer will not abuse the utilization of mandatory overtime.

#### 24.04 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 two hundred forty (240) 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.

#### 24.05 Jury Duty

Employees shall receive pay at regular rate 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.

#### **24.06 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 at regular rate. 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.

#### **24.07 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.

#### **24.08 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. At the request of the employee, the rest period(s) shall be scheduled with the meal period unless operational needs preclude

combining rest period(s) and lunch. The combination of the rest period(s) and lunch shall not exceed one (1) hour in length, and shall not be used to shorten the work day. If the rest period(s) and lunch are not combined, such rest periods shall be a time detached from 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.

#### **24.09 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.

Employees in non-institutional settings and non-direct care staff in institutional settings shall be sent home with pay should the work location become seriously unsafe or unhealthful and temporary reassignment is not feasible. In institutions, should such conditions arise, management shall take action(s) necessary to remedy the unsafe or unhealthful condition(s) as promptly as possible.

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.

#### **24.10 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.

#### **24.11 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.

The Employer agrees to consider flexible work schedules for particular employees or classifications. The Employer agrees to consider such options as four (4) ten (10) hour days, twelve (12) hour shifts, and/or other creative scheduling patterns that may assist in the recruitment and/or retention of nurses and other employees. Subject to the Employer's right to schedule employees to satisfy its operational needs, such a schedule will be implemented upon the request of the Union and affected employees.

Should recruitment difficulties become more severe in certain classifications, the Employer may explore and implement various arrangements to assist in recruiting such as shift differential, pay supplements, and variable weekend work plans.

In order to be able to implement some flexible work schedules, the Employer may allow a full-time employee(s) to work less than forty (40) hours in a week and more than forty (40) hours in the other week within the same pay period. An employee(s) permitted to shift his/her work hours shall be eligible for overtime pay or compensatory time only after eighty (80) hours in an active pay status in a pay period.

#### **24.12 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.

#### **24.13 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.

#### **24.14 Weekends**

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

#### **24.15 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.

#### **24.16 Job Sharing**

The Employer and the Union recognize the value of job sharing in some situations. The parties agree to discuss in the professional committees the development of job sharing options

in these agencies where such arrangements are feasible.

#### **24.17 Shift and Assignment Openings**

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

#### **24.18 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.

### **ARTICLE 25 - 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 four (4) days, the affected employee shall receive a pay adjustment which increases the employee's step 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 step 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 Employer.

The agency shall not extend a temporary assignment beyond a ten (10) week period unless the Employer 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 26 - LEAVE OF ABSENCE WITHOUT PAY**

#### **26.01 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.

#### **26.02 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.

#### **26.03 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.

**26.04 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.

**26.05 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.

**26.06 Seniority While On Leave**

Seniority shall accrue while on leave of absence.

**26.07 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.

**26.08 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.

**26.09 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 27 - EMPLOYEE STATUS**

**27.01 Full-Time**

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

**27.02 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.

**27.03 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.

#### **27.04 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 work site to the higher position on a temporary working level and then hiring the interim in the lower position.

Interim employees, who are employed in a single position for not less than six (6) consecutive months, shall have job bidding rights during and for a period of up to six (6) months after their employment.

#### **27.05 Temporary**

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

#### **27.06 Classified, Unclassified and Provisional**

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

## **ARTICLE 28 - SENIORITY**

### **28.01 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.

However, service in an exempt position(s) shall not be credited as State Seniority.

B. 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.

### **28.02 Seniority Lists**

The Employer shall prepare and maintain seniority lists of all employees and shall furnish said lists semi-annually to the Union.

The Employer shall make seniority lists available semi-annually in institutions and regional offices (area for Rehabilitation Services Commission, district for Department of Human Services and Department of Health).

### **28.03 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.

### **28.04 Part-Time Seniority**

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

## ARTICLE 29 - LAYOFF AND RECALL

### 29.01 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.

### 29.02 Layoff Procedures

In the event any layoff is implemented within the bargaining unit in the classification(s) series affected;

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

2. 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 the classification series within the agency bumping jurisdiction who has less state seniority. 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 bumping procedure will be as follows:

1. When an employee is given notice of layoff in accordance with Section 29.01 above, that employee and all other employees within the similar classification series within the agency shall be given a list showing the name, work site and location, and state seniority of all agency employees within their agency bumping jurisdiction in the similar classification series within five (5) days.

2. Within five (5) days of receipt of the list above, the laid off employee may give notice to bump a less senior employee. If the employee fails to notify his/her supervisor within that five (5) day period that he/she wishes to exercise his/her bumping rights, he/she shall have no further bumping rights.

3. An employee who has been bumped in accordance with the above, shall have the right, within five (5) days, to bump a less senior employee. Should the employee fail to exercise his/her bumping rights within this five (5) day period, he/she shall have no further bumping rights.

4. This procedure will continue until the employee bumped either chooses not to exercise bumping rights or has no one to bump.

5. In the event that the bumping process outlined above has not been completed, i.e. an employee bumped has chosen not to bump or an employee bumped has no one less senior to bump, after sixty (60) days (or thirty days if the reason for layoff is lack of funds) the following procedure will apply:

- a. All employees with less seniority within the agency within the affected similar classification series will be given a bumping selection form that identifies potential options. Such employee will select options available to them and will list them in the order of their priority. Employees will be given five (5) days to complete and return the forms. Copies of the forms will be sent by the Employer to the Union.
- b. The agency will take the top option selected by each employee in declining seniority to determine the bumping placement of that employee. This process will be completed within five (5) days. All employees will then be notified of their placement following this bumping procedure.
6. The entire bumping process outlined above shall be completed within the ninety (90) day period (forty-five day period if the reason for layoff is lack of funds) notice period referred steps outlined in 29.01 above. No employee will change jobs during the steps outlined in 1-5 above. At the conclusion of this process and at the conclusion of the ninety (90) day period (forty five day period if layoff is for lack of funds) required in 29.01, any employees required to change jobs as a result of the bumping process will change jobs.

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

The Employer 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.

#### **29.03 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.

#### **29.04 Appeals**

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

#### **29.05 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 30 - VACANCIES**

#### **30.01 Job Vacancies**

A vacancy is defined as an opening in a full-time permanent or part-time permanent 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.

When a vacancy will be created by an incumbent employee leaving a position, the agency may post the vacancy and interview and provisionally select a candidate anytime after receiving notice that the position will be vacated.

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 Employer 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.

### **30.02 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, and affirmative action. Among those that are qualified the job shall be awarded to the applicant with the most state seniority unless a junior employee is significantly more qualified based on the listed criteria.

The Employer and the Union agree, through each Agency Professional Committee to review and discuss the agency's approved affirmative action plan annually prior to submission to EEO. Such plans shall include specific hiring goals where necessary.

Job vacancies shall be awarded in the following sequential manner:

A. The job shall first be awarded to a bargaining unit 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 a bargaining unit 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 supersedes Ohio Civil Service Laws and Rules regarding eligibility lists for promotions.

### **30.03 Probationary Period**

Any employee awarded a promotion by this process will serve a probationary period of one hundred eighty (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 31 - 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. Agendas for all meetings will be exchanged in advance so that both parties are prepared to discuss the issues. The parties shall have appropriate decision makers in attendance at meetings. The Agency Director or his principal Assistant/Deputy shall attend at least every other meeting at the agency level. The Director of the Office of Collective Bargaining shall attend at least every other meeting of the State Professional Committee.

#### **31.01 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.

#### **31.02 Agency Professional Committees**

There shall be an Agency Professional Committee at each agency which has fifteen (15) or more bargaining unit members. There shall be regional professional committees within the Adult Parole Authority.

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.

#### **31.03 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

licable to employees in these bargaining units. Work rules may be discussed at the initiative of either party in Professional Committee meetings. The Union may make comments as it feels necessary to the issuing authority at the proposed rules.

#### **31.04 Health and Safety Committees**

Health and Safety Committees with joint Union and management participation shall be established in each non-union agency. Such committees shall have an equal number of Management and Union representatives. In each union agency whose employees are covered by this Agreement, a Health and Safety Committee shall be established at each institution or facility, which Committees shall be comprised of an equal number of Union and management representatives. Pursuant to the mutual agreement of the State and all Unions certified to represent employees in any agency or institution, the above committees may be established as multi-union committees composed of such representatives as the State and participating Unions may mutually agree. In addition, pursuant to the mutual agreement of the State and all Unions certified to represent employees in any State agency whose employees are covered by this Agreement, a single state-wide Health and Safety Committee, composed of such representatives of the State and participating Union may mutually agree, may be established.

Such committees established pursuant to the terms of this Agreement shall meet at mutually agreeable times, but not less frequently than once per quarter or as may be required to satisfy certification or accreditation standards. Unless extended by the mutual agreement of all members of any such committee, each meeting of the committee shall be limited to a duration of four hours.

Each such committee shall consider such matters relating to

health and safety of employees covered by this Agreement and may make non-binding recommendations to the state, an agency covered by this Agreement, or in institution or facility covered by this Agreement regarding such matters.

Every injury/occupational illness shall be investigated by the institution or agency in a timely matter. Such investigations shall be subject to review and comment by the appropriate Health and Safety Committee.

#### **31.05 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 at regular rate to attend committee meetings which are held during their regularly scheduled hours of work.

#### **31.06 Other Committees**

Nothing in this article precludes the continuation of committees in existence prior to the effective date of this Agreement that is 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 32 - HEALTH AND SAFETY PROCEDURES**

The Employer shall provide a safe and healthful place of employment for each employee, and comply with all local, state, and federal health and safety laws and regulations. In accordance

with such laws and regulations, no retaliatory or discriminatory actions shall be taken against any employees who, in good faith, refuse to work because of dangerous or unhealthful conditions at their place of employment that are abnormal to their duties or place of employment. Further, no retaliatory or discriminatory action shall be taken against any employee(s) who report abnormally dangerous or unhealthful conditions at their place of employment to their supervisors, agency officials, or other proper authority, including their Union.

#### **32.01 Bloodborne Disease Precautions**

A. The Employer shall strictly adhere to the OSHA Standards on Bloodborne Disease Precautions and Universal Precautions Standards. All employees shall be provided annual training and any necessary protective clothing, as required to meet those Standards.

B. All bargaining unit positions shall be classified in accordance with OSHA and Center for Disease Control (CDC) Guidelines, based upon the potential exposure of persons in those positions to bloodborne pathogens.

C. All agencies, institutions, facilities, and/or work areas presently providing self-sheathing sharps shall continue to do so. All other agencies, institutions, facilities, and/or work areas that do not presently provide self-sheathing sharps available in the general marketplace for such items shall do so, when their present supplies of non-self-sheathing sharps are exhausted, but in no case later than October 1, 1992. As new types of self-sheathing sharps are developed and made available in the general marketplace, they shall be provided in all agencies, institutions, facilities, and/or work areas as soon as reasonably practical.

D. Sharp containers shall be provided at all work sites and areas when sharps are used. Such containers shall be of the type that can be used single handedly and they shall be puncture proof and impervious to liquids. Such containers shall also be of the

type that are secure from accidental opening and exiting of sharps.

E. The Employer shall provide Hepatitis B vaccinations, upon request, to those employees whose duties render them potentially exposed to bloodborne pathogens, at no cost to those employees. The Employer shall also provide, at the employee's request, a test to determine whether an employee has acquired a hepatitis infection. This test also will be limited in availability to those employees whose duties render them potentially exposed to bloodborne pathogens.

#### **32.02 Blood Donations**

Employees shall be given a reasonable period of paid time off at their regular rate to donate blood.

#### **32.03 Metal Detectors**

The Employer shall maintain at least one (1) hand-held metal detector in each district office in the Adult Parole Authority and the Department of Youth Services. The Health and Safety Committees established in Article 31 of this Agreement shall consider the issue of placing such detectors in other agencies, institutions, or work areas.

#### **32.04 Tools and Accessories**

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

#### **32.05 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.

### **32.06 State Vehicles**

State vehicles will be kept properly repaired by the agency. Employees agree to promptly report any needed repairs to their supervisors. Operational communication equipment shall be provided for each state car currently used or provided in the future by the Adult Parole Authority or Department of Youth Services Regional Offices to transport clients.

In other agencies, portable operational communication equipment will be available for state vehicles without permanently installed radios.

### **32.07 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.

### **32.08 Medical Testing by Non-Medical Personnel**

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

Non-security staff of the Department of Rehabilitation and Corrections will not be required to collect urine samples or other medical samples for testing, unless a custodial officer is not available.

### **32.09 Rest Rooms**

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

Where practical and feasible, the Employer shall provide separate rest rooms and eating areas for employees. In those

institutional facilities that presently provide separate rest rooms for employees, in areas in which clients, patients, or residents have ready access, employees' rest rooms shall have door locks that require a key to open from the outside, but may be opened without a key from the inside. Supplies of any type, other than such minor additional supplies used in the rest rooms themselves (e.g., soap, paper towels, tissue, etc.), shall not be stored in open, exposed areas of the rest rooms.

### **32.10 Strip Search**

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

### **32.11 Working Alone**

The institutions of the Departments of Mental Retardation and Developmental Disabilities, Mental Health, Rehabilitation and Corrections, and Youth Services recognize the potential hazard to the health and safety of employees caused by working alone in some situations.

Within one hundred and twenty (120) days after the execution of this Agreement, those agencies shall formulate a list of situations in which employees should not work alone. Such formulation shall be completed after consultation with the Union in facility and Agency Professional Committee meetings.

The Employer agrees to formulate a working alone policy after discussions in the Agency Professional Committee. The parties agree to cooperate fully in the implementation of such policies to minimize, as much as possible, any potential risk in situations where employees work alone. A periodic check on the safety of employees who work alone in potentially hazardous areas shall be made.

### **32.12 MH Medical Isolation**

In the Department of Mental Health proper arrangements shall be made to isolate clients when medically necessary.

### **32.13 Video Display Terminals**

Where employees are required to work for extended periods of time at video display terminals, such employees shall be allowed a non-VDT working break of 15 minutes every two (2) hours they are required to work at the video display terminal.

Employees shall be provided information regarding the safe use of the VDT's. If training is required, such training shall normally be held during regularly scheduled work hours. Employees shall be compensated at their regular rate of pay to attend such training.

When purchasing new VDT equipment, the Employer shall provide ergonomically appropriate VDT equipment where necessary for appropriate employees.

### **32.14 DYS Client Transport**

DYS employees who are expected to transport clients may request the use of a state vehicle for the transportation of a client and will be granted the use of a state vehicle, if available.

When a state vehicle is requested, but not available, consideration will be given to a request by the employee to reschedule a planned trip until a state vehicle is available.

If a state vehicle is not available and the supervisor determines that a trip cannot be reasonably rescheduled, the employee shall be required to transport the youth.

In any case where an employee is concerned for the safety of his/her person and/or property, the employee will be provided a back-up in the person of another youth counselor and/or supervisor as determined by the supervisor.

### **32.15 Hostage Leave**

In the Department of Rehabilitation and Correction, the Department of Youth Services, the Department of Mental Retardation, and the forensic centers and the psychiatric services to correction units within the Department of Mental Health, any employee who has been taken hostage shall be eligible for up to

sixty (60) days leave with pay at regular rate which shall not be charged to sick leave, vacation or any other accrued leave, as determined necessary by a licensed physician or psychiatrist, chosen by the Employer, to recover from stress.

### **32.16 Right-to-Know About Toxic Chemicals**

All employees shall have access to any and all information, including material safety data sheets, concerning any and all toxic substances in the work place, in accordance with any current or future OSHA standards or regulations or other State or Federal statutory or regulatory requirements.

### **32.17 Institutional Office Visibility**

All institutional offices which, by policy of the institution, are normally used for consultations or treatment, which do not require absolute privacy, will be equipped with a means for visual contact into the office from outside.

## **ARTICLE 33 - 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 34 - 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 35 - WEATHER EMERGENCIES

The Employer retains the right to declare a weather emergency and to designate as essential those employees who are required to report to work during weather emergencies. The Employer 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.

When a weather emergency has been declared pursuant to this article, the Employer may compensate essential employees who make every reasonable effort to come to work and are unable to do so. Compensation shall be at the regular rate of pay. Legitimate and adequate proof may be required by the Employer.

## ARTICLE 36 - PERSONNEL FILES

### 36.01 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 disclosable 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.

### 36.02 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.

### 36.03 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, except that written reprimands and all documents related thereto shall be removed after nine (9) months if there are no intervening disciplinary actions during the nine (9) month period for same or similar offenses. The retention period for records pertaining to suspensions for periods in excess of five (5) days may be extended by a period equal to employee leaves of fourteen (14) consecutive days or longer,

except for approved periods of vacation leave.

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.

#### **36.04 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 37 - 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 38 - JOB AUDITS AND APPEAL**

A. New employees shall be provided a copy of their position description. When position descriptions are changed, employees shall be furnished a copy and shall be allowed to comment and propose changes.

B. If an employee believes that he/she has been assigned duties substantially beyond the scope of his/her current classification, and the assigned duties have been performed for more than four (4) working days, then the employee may file a grievance with the agency designee. The grievance must state specifically the different duties performed, the higher classification that contains those duties and how those duties differ substantially from the

ones normally assigned to the employee.

The agency designee will review the grievance filed, conduct an investigation if necessary, and issue a written decision within fifteen (15) calendar days. If the agency designee determines that the grievant is performing duties not contained in his/her classification, the agency designee will direct the appropriate management representative to immediately insure that the grievant stops performing those particular duties. No meeting shall be held.

If the agency designee determines that the duties outlined in the grievance are being performed by the grievant, the agency designee will issue an award of monetary relief. If the duties are determined to be those contained in a classification with a lower pay range than that of the employee's current classification, then no monetary award will be issued. If the duties are determined to be those contained in a classification with a higher pay range than that of the employee's current classification, the monetary award will be in the amount of the difference between the grievant's regular hourly rate of pay and the hourly rate of pay (at the applicable step) of the higher classification. In no event shall the monetary award be retroactive prior to the date giving rise to the original grievance.

C. If the employee or the Union is not satisfied with the decision of the agency director, they may appeal the decision to the Office of Collective Bargaining. This appeal must be filed within ten (10) calendar days of the employee's receipt of the agency director's decision.

D. After receipt of such grievance, the Director of the Office of Collective Bargaining shall investigate and issue a decision within thirty (30) calendar days.

E. If it is determined that the grievant is performing duties not contained within his/her classification, the Director of the Office of Collective Bargaining shall direct the agency to immediately

discontinue such assigned duties. The determination of a monetary award shall be in accordance with Section B above.

F. If the Union is not satisfied with the decision of the Office of Collective Bargaining, the grievance may be appealed to arbitration, in writing, within fifteen (15) days of the Office of Collective Bargaining answer or date it was due.

The parties shall schedule a hearing officer to determine if an employee was performing the duties contained in a classification which carries a higher pay range than the employee's current classification and for what period of time.

Present at the hearing shall be a union representative and a management representative who will present their arguments to the hearing officer. The hearing officer will issue a binding bench decision at the conclusion of the hearing, which will identify if the employee was working out of classification and for what period of time. The expenses of the hearing officer shall be borne equally by the parties. The decision of the hearing officer shall be final and binding.

#### **ARTICLE 39 - CLASSIFICATION CHANGES**

The Employer 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. The Union shall respond by the end of that thirty (30) days.

#### **ARTICLE 40 - QUALITY OF WORK LIFE AND SERVICE DELIVERY COMMITTEE**

##### **40.01 Committee Structure**

There shall be a joint state-wide Quality of Work Life and Service Delivery Committee established by October 1, 1992, with responsibility to study, recommend and implement proposals concerning major issues of the quality of service delivery, including the quality of work life and the quality of Union-Management relationships. The Committee shall consist of five (5) persons from the State and five (5) persons from the Union and shall include the Director of Administrative Services and the President of the Union. The Chair of the Committee shall be selected by the parties from among the members of the Committee. The Committee shall be advisory in nature.

##### **40.02 Committee Purpose**

The Committee shall address means of improving the delivery of services to the citizens of Ohio and increasing the quality thereof through activities including, but not limited to the following:

- A. Conducting empirical research;
- B. Undertaking studies and demonstration projects in the efficient delivery of services;
- C. Utilizing joint labor-management training programs;
- D. Investigating and establishing incentive programs;
- E. Suggesting agency-level work place improvement projects;
- and
- F. Fostering cooperative Union-Management initiatives at all levels.

##### **40.03 Scheduling and Funding**

The Committee shall meet at least quarterly and shall be funded through the Department of Administrative Services out of funds made available by the Controlling Board or other sources.

## ARTICLE 41 - SUB-CONTRACTING

The parties recognize that in the provision of State-operated programs some work within the bargaining units will be performed by contract. No later than October 1, 1992, the Employer agrees to arrange for a study by an independent consultant concerning such matters as the currently existing personal service contracts awarded by State agencies, all exempt positions in agencies covered by this Agreement, and the level of sub-contracting currently in effect.

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

Every reasonable 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.

In those cases where a service is sub-contracted due to difficulty of recruitment, the Employer shall attempt to convert the employee to Civil Service employment and shall attempt to fill such future vacancies with Civil Service employees before resorting to sub-contracting.

### 41.01 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 29 Layoff and Recall 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.

### 41.02 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.

### 41.03 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 42 - GENERAL PROVISIONS

### 42.01 Orientation and Training

The Employer will continue to provide initial orientation/training programs. Except for emergencies, employees will complete their initial orientation/training program. Changes and improvements in initial orientation/training programs will be discussed in appropriate professional committees.

During initial orientation, a union representative shall be allowed reasonable time to orient new bargaining unit employees to the Union.

### 42.02 Polygraph Tests

No employee shall be required by the Employer to take a polygraph test.

**42.03 Compensation for Damaged Personal Property**

If the clothing or other personal property normally worn by a member of the bargaining unit is damaged or destroyed as the result of actions arising out of the member's performance of work, the Employer will make reasonable compensation to the member for the property, or repair the property, or clean the property.

The Employer will make reasonable efforts to compensate the employee within thirty (30) days of the filing of the claim.

**42.04 Nursing Duties**

In order to provide the necessary time to perform properly the duties of their job classification, registered nurses will not routinely be asked to assume responsibilities outside their classification. Housekeeping duties, clerical duties, and other duties which can be and normally are performed by para-professional employees shall not be required of the registered nurse, other than in irregular or unusual circumstances.

**ARTICLE 43 - WAGES**

**43.01 Definitions of Rates of Pay**

Class base is the minimum hourly rate of the pay range for the classification to which the employee is assigned.

Step rate is the specific value within the pay range to which the employee is assigned.

Base rate is the employee's step rate plus longevity adjustments.

Regular rate is the base rate (which includes longevity) plus all applicable supplements.

Total rate is the regular rate plus shift differential, where applicable.

Notwithstanding any other provision of this Agreement, if these definitions lead to any reduction in pay, the previous application shall apply.

**43.02 - Schedule of Wage Increases  
A. Effective with the pay period which includes July 28, 1991**

RANGE	STEP 01	STEP 02	STEP 03	STEP 04	STEP 05	STEP 06	STEP 07	PA 01	PA 02	PA 03
06	\$9.22	\$9.54	\$9.83	\$10.11	\$10.44			\$11.36	\$11.82	\$12.28
	\$737.60	\$763.20	\$786.40	\$808.80	\$835.20			\$908.80	\$945.60	\$982.40
	\$19178	\$19843	\$20446	\$21029	\$21715			\$23629	\$24586	\$25542
07	\$9.69	\$9.94	\$10.24	\$10.58	\$10.93	\$11.36		\$12.33	\$12.81	\$13.29
	\$775.20	\$795.20	\$819.20	\$846.40	\$874.40	\$908.80		\$986.40	\$1024.80	\$1063.20
	\$20155	\$20675	\$21299	\$22006	\$22734	\$23629		\$25646	\$26645	\$27643
08	\$10.24	\$10.58	\$10.93	\$11.36	\$11.79	\$12.28		\$13.30	\$13.82	\$14.33
	\$819.20	\$846.40	\$874.40	\$908.80	\$943.20	\$982.40		\$1064.00	\$1105.60	\$1146.40
	\$21299	\$22006	\$22734	\$23629	\$24523	\$25542		\$27664	\$28746	\$29806
09	\$10.93	\$11.36	\$11.79	\$12.28	\$12.86	\$13.45		\$14.54	\$15.09	\$15.63
	\$874.40	\$908.80	\$943.20	\$982.40	\$1028.80	\$1076.00		\$1163.20	\$1207.20	\$1250.40
	\$22734	\$23629	\$24523	\$25542	\$26749	\$27976		\$30243	\$31387	\$32510
10	\$11.79	\$12.28	\$12.86	\$13.45	\$14.04	\$14.75		\$15.93	\$16.52	\$17.11
	\$943.20	\$982.40	\$1028.80	\$1076.00	\$1123.20	\$1180.00		\$1274.40	\$1321.60	\$1368.80
	\$24523	\$25542	\$26749	\$27976	\$29203	\$30680		\$33134	\$34362	\$35589

11	\$12.86	\$13.45	\$14.04	\$14.75	\$15.46	\$16.21	\$17.49	\$18.13	\$18.78
	\$1028.80	\$1076.00	\$1123.20	\$1180.00	\$1236.80	\$1296.80	\$1399.20	\$1450.40	\$1502.40
12	\$267.49	\$2797.60	\$29203	\$30680	\$32157	\$33717	\$36379	\$37710	\$39062
	\$14.04	\$14.75	\$15.46	\$16.21	\$17.00	\$17.83	\$20.11	\$20.81	\$21.53
13	\$1123.20	\$1180.00	\$1236.80	\$1296.80	\$1360.00	\$1426.40	\$1496.80	\$1564.80	\$1632.80
	\$29203	\$30680	\$32157	\$33717	\$35360	\$37086	\$38917	\$40851	\$42875
	\$15.46	\$16.21	\$17.00	\$17.83	\$18.71	\$19.64	\$20.59	\$21.55	\$22.51
14	\$1236.80	\$1296.80	\$1360.00	\$1426.40	\$1496.80	\$1571.20	\$1647.20	\$1722.00	\$1795.20
	\$32157	\$33717	\$35360	\$37086	\$38917	\$40851	\$42875	\$44970	\$47092
	\$17.00	\$17.83	\$18.71	\$19.64	\$20.59	\$21.55	\$22.51	\$23.48	\$24.40
15	\$1360.00	\$1426.40	\$1496.80	\$1571.20	\$1647.20	\$1722.00	\$1795.20	\$1866.00	\$1935.20
	\$35360	\$37086	\$38917	\$40851	\$42875	\$44970	\$47092	\$49220	\$51356
	\$18.71	\$19.64	\$20.59	\$21.55	\$22.51	\$23.48	\$24.40	\$25.25	\$26.10
16	\$1496.80	\$1571.20	\$1647.20	\$1722.00	\$1795.20	\$1866.00	\$1935.20	\$2000.00	\$2068.80
	\$38917	\$40851	\$42875	\$44970	\$47092	\$49220	\$51356	\$53500	\$55652
	\$20.59	\$21.55	\$22.51	\$23.48	\$24.40	\$25.25	\$26.10	\$26.84	\$27.79
	\$1647.20	\$1722.00	\$1816.00	\$1904.00	\$1998.40	\$2098.40	\$2202.40	\$2366.40	\$2449.60
	\$42875	\$44970	\$47216	\$49504	\$51958	\$54558	\$57262	\$61526	\$63690

B. Effective with the pay period which includes July 1 1993 all pay ranges will be increased by five percent(5%)

RANGE	STEP 01	STEP 02	STEP 03	STEP 04	STEP 05	STEP 06	STEP 07	STEP 08	STEP 09	STEP 10	STEP 11	STEP 12	STEP 13	STEP 14	STEP 15	STEP 16	STEP 17	STEP 18	STEP 19	STEP 20	STEP 21	STEP 22	STEP 23	STEP 24	STEP 25	STEP 26	STEP 27	STEP 28	STEP 29	STEP 30	STEP 31	STEP 32	STEP 33	STEP 34	STEP 35	STEP 36	STEP 37	STEP 38	STEP 39	STEP 40	STEP 41	STEP 42	STEP 43	STEP 44	STEP 45	STEP 46	STEP 47	STEP 48	STEP 49	STEP 50	STEP 51	STEP 52	STEP 53	STEP 54	STEP 55	STEP 56	STEP 57	STEP 58	STEP 59	STEP 60	STEP 61	STEP 62	STEP 63	STEP 64	STEP 65	STEP 66	STEP 67	STEP 68	STEP 69	STEP 70	STEP 71	STEP 72	STEP 73	STEP 74	STEP 75	STEP 76	STEP 77	STEP 78	STEP 79	STEP 80	STEP 81	STEP 82	STEP 83	STEP 84	STEP 85	STEP 86	STEP 87	STEP 88	STEP 89	STEP 90	STEP 91	STEP 92	STEP 93	STEP 94	STEP 95	STEP 96	STEP 97	STEP 98	STEP 99	STEP 100																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																				
06	\$9.68	\$10.02	\$10.32	\$10.62	\$10.96	\$11.33	\$11.71	\$12.10	\$12.49	\$12.89	\$13.29	\$13.69	\$14.09	\$14.49	\$14.89	\$15.29	\$15.69	\$16.09	\$16.49	\$16.89	\$17.29	\$17.69	\$18.09	\$18.49	\$18.89	\$19.29	\$19.69	\$20.09	\$20.49	\$20.89	\$21.29	\$21.69	\$22.09	\$22.49	\$22.89	\$23.29	\$23.69	\$24.09	\$24.49	\$24.89	\$25.29	\$25.69	\$26.09	\$26.49	\$26.89	\$27.29	\$27.69	\$28.09	\$28.49	\$28.89	\$29.29	\$29.69	\$30.09	\$30.49	\$30.89	\$31.29	\$31.69	\$32.09	\$32.49	\$32.89	\$33.29	\$33.69	\$34.09	\$34.49	\$34.89	\$35.29	\$35.69	\$36.09	\$36.49	\$36.89	\$37.29	\$37.69	\$38.09	\$38.49	\$38.89	\$39.29	\$39.69	\$40.09	\$40.49	\$40.89	\$41.29	\$41.69	\$42.09	\$42.49	\$42.89	\$43.29	\$43.69	\$44.09	\$44.49	\$44.89	\$45.29	\$45.69	\$46.09	\$46.49	\$46.89	\$47.29	\$47.69	\$48.09	\$48.49	\$48.89	\$49.29	\$49.69	\$50.09	\$50.49	\$50.89	\$51.29	\$51.69	\$52.09	\$52.49	\$52.89	\$53.29	\$53.69	\$54.09	\$54.49	\$54.89	\$55.29	\$55.69	\$56.09	\$56.49	\$56.89	\$57.29	\$57.69	\$58.09	\$58.49	\$58.89	\$59.29	\$59.69	\$60.09	\$60.49	\$60.89	\$61.29	\$61.69	\$62.09	\$62.49	\$62.89	\$63.29	\$63.69	\$64.09	\$64.49	\$64.89	\$65.29	\$65.69	\$66.09	\$66.49	\$66.89	\$67.29	\$67.69	\$68.09	\$68.49	\$68.89	\$69.29	\$69.69	\$70.09	\$70.49	\$70.89	\$71.29	\$71.69	\$72.09	\$72.49	\$72.89	\$73.29	\$73.69	\$74.09	\$74.49	\$74.89	\$75.29	\$75.69	\$76.09	\$76.49	\$76.89	\$77.29	\$77.69	\$78.09	\$78.49	\$78.89	\$79.29	\$79.69	\$80.09	\$80.49	\$80.89	\$81.29	\$81.69	\$82.09	\$82.49	\$82.89	\$83.29	\$83.69	\$84.09	\$84.49	\$84.89	\$85.29	\$85.69	\$86.09	\$86.49	\$86.89	\$87.29	\$87.69	\$88.09	\$88.49	\$88.89	\$89.29	\$89.69	\$90.09	\$90.49	\$90.89	\$91.29	\$91.69	\$92.09	\$92.49	\$92.89	\$93.29	\$93.69	\$94.09	\$94.49	\$94.89	\$95.29	\$95.69	\$96.09	\$96.49	\$96.89	\$97.29	\$97.69	\$98.09	\$98.49	\$98.89	\$99.29	\$99.69	\$100.09	\$100.49	\$100.89	\$101.29	\$101.69	\$102.09	\$102.49	\$102.89	\$103.29	\$103.69	\$104.09	\$104.49	\$104.89	\$105.29	\$105.69	\$106.09	\$106.49	\$106.89	\$107.29	\$107.69	\$108.09	\$108.49	\$108.89	\$109.29	\$109.69	\$110.09	\$110.49	\$110.89	\$111.29	\$111.69	\$112.09	\$112.49	\$112.89	\$113.29	\$113.69	\$114.09	\$114.49	\$114.89	\$115.29	\$115.69	\$116.09	\$116.49	\$116.89	\$117.29	\$117.69	\$118.09	\$118.49	\$118.89	\$119.29	\$119.69	\$120.09	\$120.49	\$120.89	\$121.29	\$121.69	\$122.09	\$122.49	\$122.89	\$123.29	\$123.69	\$124.09	\$124.49	\$124.89	\$125.29	\$125.69	\$126.09	\$126.49	\$126.89	\$127.29	\$127.69	\$128.09	\$128.49	\$128.89	\$129.29	\$129.69	\$130.09	\$130.49	\$130.89	\$131.29	\$131.69	\$132.09	\$132.49	\$132.89	\$133.29	\$133.69	\$134.09	\$134.49	\$134.89	\$135.29	\$135.69	\$136.09	\$136.49	\$136.89	\$137.29	\$137.69	\$138.09	\$138.49	\$138.89	\$139.29	\$139.69	\$140.09	\$140.49	\$140.89	\$141.29	\$141.69	\$142.09	\$142.49	\$142.89	\$143.29	\$143.69	\$144.09	\$144.49	\$144.89	\$145.29	\$145.69	\$146.09	\$146.49	\$146.89	\$147.29	\$147.69	\$148.09	\$148.49	\$148.89	\$149.29	\$149.69	\$150.09	\$150.49	\$150.89	\$151.29	\$151.69	\$152.09	\$152.49	\$152.89	\$153.29	\$153.69	\$154.09	\$154.49	\$154.89	\$155.29	\$155.69	\$156.09	\$156.49	\$156.89	\$157.29	\$157.69	\$158.09	\$158.49	\$158.89	\$159.29	\$159.69	\$160.09	\$160.49	\$160.89	\$161.29	\$161.69	\$162.09	\$162.49	\$162.89	\$163.29	\$163.69	\$164.09	\$164.49	\$164.89	\$165.29	\$165.69	\$166.09	\$166.49	\$166.89	\$167.29	\$167.69	\$168.09	\$168.49	\$168.89	\$169.29	\$169.69	\$170.09	\$170.49	\$170.89	\$171.29	\$171.69	\$172.09	\$172.49	\$172.89	\$173.29	\$173.69	\$174.09	\$174.49	\$174.89	\$175.29	\$175.69	\$176.09	\$176.49	\$176.89	\$177.29	\$177.69	\$178.09	\$178.49	\$178.89	\$179.29	\$179.69	\$180.09	\$180.49	\$180.89	\$181.29	\$181.69	\$182.09	\$182.49	\$182.89	\$183.29	\$183.69	\$184.09	\$184.49	\$184.89	\$185.29	\$185.69	\$186.09	\$186.49	\$186.89	\$187.29	\$187.69	\$188.09	\$188.49	\$188.89	\$189.29	\$189.69	\$190.09	\$190.49	\$190.89	\$191.29	\$191.69	\$192.09	\$192.49	\$192.89	\$193.29	\$193.69	\$194.09	\$194.49	\$194.89	\$195.29	\$195.69	\$196.09	\$196.49	\$196.89	\$197.29	\$197.69	\$198.09	\$198.49	\$198.89	\$199.29	\$199.69	\$200.09	\$200.49	\$200.89	\$201.29	\$201.69	\$202.09	\$202.49	\$202.89	\$203.29	\$203.69	\$204.09	\$204.49	\$204.89	\$205.29	\$205.69	\$206.09	\$206.49	\$206.89	\$207.29	\$207.69	\$208.09	\$208.49	\$208.89	\$209.29	\$209.69	\$210.09	\$210.49	\$210.89	\$211.29	\$211.69	\$212.09	\$212.49	\$212.89	\$213.29	\$213.69	\$214.09	\$214.49	\$214.89	\$215.29	\$215.69	\$216.09	\$216.49	\$216.89	\$217.29	\$217.69	\$218.09	\$218.49	\$218.89	\$219.29	\$219.69	\$220.09	\$220.49	\$220.89	\$221.29	\$221.69	\$222.09	\$222.49	\$222.89	\$223.29	\$223.69	\$224.09	\$224.49	\$224.89	\$225.29	\$225.69	\$226.09	\$226.49	\$226.89	\$227.29	\$227.69	\$228.09	\$228.49	\$228.89	\$229.29	\$229.69	\$230.09	\$230.49	\$230.89	\$231.29	\$231.69	\$232.09	\$232.49	\$232.89	\$233.29	\$233.69	\$234.09	\$234.49	\$234.89	\$235.29	\$235.69	\$236.09	\$236.49	\$236.89	\$237.29	\$237.69	\$238.09	\$238.49	\$238.89	\$239.29	\$239.69	\$240.09	\$240.49	\$240.89	\$241.29	\$241.69	\$242.09	\$242.49	\$242.89	\$243.29	\$243.69	\$244.09	\$244.49	\$244.89	\$245.29	\$245.69	\$246.09	\$246.49	\$246.89	\$247.29	\$247.69	\$248.09	\$248.49	\$248.89	\$249.29	\$249.69	\$250.09	\$250.49	\$250.89	\$251.29	\$251.69	\$252.09	\$252.49	\$252.89	\$253.29	\$253.69	\$254.09	\$254.49	\$254.89	\$255.29	\$255.69	\$256.09	\$256.49	\$256.89	\$257.29	\$257.69	\$258.09	\$258.49	\$258.89	\$259.29	\$259.69	\$260.09	\$260.49	\$260.89	\$261.29	\$261.69	\$262.09	\$262.49	\$262.89	\$263.29	\$263.69	\$264.09	\$264.49	\$264.89	\$265.29	\$265.69	\$266.09	\$266.49	\$266.89	\$267.29	\$267.69	\$268.09	\$268.49	\$268.89	\$269.29	\$269.69	\$270.09	\$270.49	\$270.89	\$271.29	\$271.69	\$272.09	\$272.49	\$272.89	\$273.29	\$273.69	\$274.09	\$274.49	\$274.89	\$275.29	\$275.69	\$276.09	\$276.49	\$276.89	\$277.29	\$277.69	\$278.09	\$278.49	\$278.89	\$279.29	\$279.69	\$280.09	\$280.49	\$280.89	\$281.29	\$281.69	\$282.09	\$282.49	\$282.89	\$283.29	\$283.69	\$284.09	\$284.49	\$284.89	\$285.29	\$285.69	\$286.09	\$286.49	\$286.89	\$287.29	\$287.69	\$288.09	\$288.49	\$288.89	\$289.29	\$289.69	\$290.09	\$290.49	\$290.89	\$291.29	\$291.69	\$292.09	\$292.49	\$292.89	\$293.29	\$293.69	\$294.09	\$294.49	\$294.89	\$295.29	\$295.69	\$296.09	\$296.49	\$296.89	\$297.29	\$297.69	\$298.09	\$298.49	\$298.89	\$299.29	\$299.69	\$300.09	\$300.49	\$300.89	\$301.29	\$301.69	\$302.09	\$302.49	\$302.89	\$303.29	\$303.69	\$304.09	\$304.49	\$304.89	\$305.29	\$305.69	\$306.09	\$306.49	\$306.89	\$307.29	\$307.69	\$308.09	\$308.49	\$308.89	\$309.29	\$309.69	\$310.09	\$310.49	\$310.89	\$311.29	\$311.69	\$312.09	\$312.49	\$312.89	\$313.29	\$313.69	\$314.09	\$314.49	\$314.89	\$315.29	\$315.69	\$316.09	\$316.49	\$316.89	\$317.29	\$317.69	\$318.09	\$318.49	\$318.89	\$

11	\$13.50	\$14.12	\$14.74	\$15.49	\$16.23	\$17.02	\$18.36	\$19.04	\$19.72
	\$1080.00	\$1129.60	\$1179.20	\$1239.20	\$1298.40	\$1361.60	\$1468.80	\$1523.20	\$1577.60
12	\$28080	\$29370	\$30659	\$32219	\$33758	\$35402	\$38189	\$39603	\$41018
	\$14.74	\$15.49	\$16.23	\$17.02	\$17.85	\$18.72	\$19.65	\$21.12	\$21.85
	\$1179.20	\$1239.20	\$1298.40	\$1361.60	\$1428.00	\$1497.60	\$1572.00	\$1689.60	\$1748.00
13	\$30659	\$32219	\$33758	\$35402	\$37128	\$38938	\$40872	\$43930	\$45448
	\$16.23	\$17.02	\$17.85	\$18.72	\$19.65	\$20.62	\$21.62	\$23.26	\$24.06
	\$1298.40	\$1361.60	\$1428.00	\$1497.60	\$1572.00	\$1649.60	\$1729.60	\$1860.80	\$1924.80
14	\$33758	\$35402	\$37128	\$38938	\$40872	\$42890	\$44970	\$48381	\$50045
	\$17.85	\$18.72	\$19.65	\$20.62	\$21.62	\$22.70	\$23.84	\$25.62	\$26.51
	\$1428.00	\$1497.60	\$1572.00	\$1649.60	\$1729.60	\$1816.00	\$1907.20	\$2049.60	\$2120.80
15	\$37128	\$38938	\$40872	\$42890	\$44970	\$47216	\$49587	\$53290	\$55141
	\$19.65	\$20.62	\$21.62	\$22.70	\$23.84	\$24.99	\$26.23	\$28.18	\$29.18
	\$1572.00	\$1649.60	\$1729.60	\$1816.00	\$1907.20	\$1999.20	\$2098.40	\$2254.40	\$2334.40
16	\$40872	\$42890	\$44970	\$47216	\$49587	\$51979	\$54558	\$58614	\$60694
	\$21.62	\$22.70	\$23.84	\$24.99	\$26.23	\$27.54	\$28.91	\$31.06	\$32.15
	\$1729.60	\$1816.00	\$1907.20	\$1999.20	\$2098.40	\$2203.20	\$2312.80	\$2484.80	\$2572.00
	\$44970	\$47216	\$49587	\$51979	\$54558	\$57283	\$60133	\$64605	\$68872
									\$69118

### 43.03 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.

### 43.04 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%).

### 43.05 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.

### 43.06 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 24 Hours of Work and Overtime, if applicable.

### 43.07 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.

Shift differential shall be paid on holidays and for overtime hours as follows:

1. Employees working on a holiday shall be entitled to a shift differential of fifty (\$.50) per hour for all hours worked after 5:00 p.m. when they work a shift where the majority of the hours are after 3:00 p.m. or before 7:00 a.m.

2. When an employee who regularly works a shift where shift differential is not paid, i.e., first shift, works a minimum of four (4) hours overtime between 3:00 a.m. and 7:00 a.m., that employee is entitled to shift differential for all overtime hours worked after 5:00 p.m.

Also, employees already receiving shift differential because of the shift they are assigned to, shall receive shift differential for overtime hours worked before 7:00 a.m. This provision will not supersede present practice where shift differential is paid on other hours.

#### **43.08 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 class base.

#### **43.09 Risk Supplement**

A special supplement equal to five percent (5%) of the class base 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.

#### **43.10 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 class base 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 as defined in Article 28 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 43.07 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. Effective with the pay period which includes July 15, 1991, the computation of PAIL shall be based upon state seniority instead of years of service in the bargaining unit.

##### **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.

**43.11 Ohio Professional Excellence Recognition Award (OPERA)**

Effective with the ratification of this Agreement, excellence in the performance of duty by members of the bargaining units will be recognized by the Employer. Upon completion of the twenty-fifth (25th) year of state service, employees shall receive a one time credit of an additional forty (40) hours of vacation leave.

**43.12 Child Care**

**A. Eligibility**

Effective July 1, 1992, full-time employees who meet all of the following criteria shall be eligible for a lump sum payment payable between March 1 and May 15, of each year of this Agreement:

1. Employees must have been employed full time since January 1 of the previous year to receive full reimbursement.
2. Full-time employees whose employment began after January 1 of the previous year are eligible for this program on a prorated basis.
3. Part-time employees shall be eligible for this program on a prorated basis for each calendar year in which they have completed one thousand forty (1,040) hours of work.
4. Employees shall only be eligible for this program if they had an adjusted gross family income of less than \$30,000 for the previous calendar year; and

5. Had employment-related child care expenses in the previous calendar year equal to or greater than the amount of the lump sum payment;

6. Employment-related child care expenses must have been for those children who were under thirteen years of age at the time the expenses were incurred.

**B. Verification**

No later than April 15, employees must submit a copy of their Form 1040 and a copy of their receipt(s) for child care expenses for the previous calendar year to be eligible for reimbursement.

**C. Reimbursement Schedule**

Maximum reimbursement shall be as follows:

1. \$500.00 for one eligible child;
2. \$800.00 for two eligible children;
3. \$100.00 for each eligible child thereafter to a maximum family allotment of \$1,000.00. Reimbursements shall be prorated by family income, as follows:

Adjusted Gross Income	Percentage of Allotment
less than \$20,000	100% of maximum
\$20,000 to \$25,000	75% of maximum
\$25,000 to \$30,000	50% of maximum

**D. Dependent Care Spending Account Program**

The employer will continue to provide employees with the opportunity to participate in the dependent care spending account program in effect December 31, 1991, which allows employees to deposit pre-tax income into a dependent care spending account. Monies in this account can be utilized to help pay the expenses of caring for dependent children or adults. The program includes the following characteristics:

1. It is in accordance with all applicable State and Federal Statutes, Rules and Regulations;
2. It assists in paying the expenses of caring for a dependent

child or adult for whom care must be provided in order for the employee to work;

3. All permanent full-time and permanent part-time employees are eligible to participate;

4. The program has an annual open-enrollment period.

#### **43.13 Pay Shortages**

In the event an employee, through no fault of his/her own, fails to receive his/her full pay that is due him/her on a regularly scheduled payday, the employee shall be entitled to receive a special check for the amount mistakenly withheld from the employee's paycheck, under the following circumstances:

A. The error equals no less than eight (8) hours' straight-time pay, whether the error is in regular or overtime earnings; and

B. The employee reports the error to his/her agency's payroll office, no later than 10 a.m. on the payday the error occurs.

Under those circumstances, a special check in the amount of the error shall be issued by the Payroll Section of the Personnel Division of the Department of Administrative Services, prior to the close of business on that payday. The special check, at the employee's option, may be picked up by the employee at the Payroll Section office in Columbus, or it may be sent by U.S. Mail to the employee at his/her work place.

### **ARTICLE 44 - PHYSICIANS' PAY SCHEDULES**

#### **44.01 Salary Level**

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.

Movement to the next salary level is available after three (3) years service after initial hire or three (3) years after the last movement upon demonstration of satisfactory 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 certification in psychiatry shall be placed at Level 2. 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.

However, physicians assigned to a patient or a client who speaks another language shall for the length of the assignment receive the bi-lingual pay differential provided in Section 43.08. Such differential shall be paid only when the Employer assigns a physician to a patient or client and treatment needs as determined by the medical director require a physician who can converse in the patient's or client's native language or by hand sign-language.

Any board certified or board eligible psychiatrist affiliated with a medical school and designated by the school and the Ohio Department of Mental Health to supervise residents shall receive a three percent (3%) supplement for the time period engaged in such supervision.

#### **44.02 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	
	As of 7/01/92	As of 7/01/93
1	\$77,221	\$81,082
2	81,095	85,150
3	85,134	89,391
4	89,410	93,881
5	93,874	98,568
6	98,552	103,480

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

**P2 - Physician Specialists**

Levels	Annual Salary	
	As of 7/01/92	As of 7/01/93
1	\$61,464	\$64,537
2	64,529	67,755
3	67,758	71,146
4	71,151	74,709
5	74,707	78,442
6	78,451	82,374
7	82,358	86,476
8	86,476	90,800

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

**P3 - Physicians/Psychiatric Physicians**

Levels	Annual Salary	
	As of 7/01/92	As of 7/01/93
1	\$54,866	\$57,609
2	57,604	60,484
3	60,505	63,530
4	63,523	66,699
5	66,705	70,040
6	70,028	73,529
7	73,537	77,214
8	77,211	81,072

**44.03 On Duty**

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

On duty pay will be at the rate of twenty-four dollars (\$24) per hour for the term of this Agreement. In those institutions where the current compensation exceeds this rate, on duty pay will be offered at the current rate for the term of this Agreement.

On duty pay in the Department of Mental Health will be at the rate of thirty dollars (\$30) per hour for the term of this Agreement. Employees whose current on duty compensation exceeds this rate will continue to be compensated at their current rate.

**44.04 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 twelve dollars (\$12) per hour.

#### **ARTICLE 45 - 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 46 - 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(s) is declared invalid, both parties shall meet within thirty (30) days for the purpose of renegotiating an agreement on provisions so invalidated.

#### **ARTICLE 47 - TERMINATION OF AGREEMENT**

This Agreement shall be effective on July 1, 1992 and shall terminate at 11:59 p.m. on May 31, 1994.

#### **ARTICLE 48 - 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.

George V. Voinovich  
Honorable George V. Voinovich  
Governor

Stephen A. Perry  
Stephen A. Perry  
Director  
Dept. of Administrative Services

Francis J. Flynn  
Francis J. Flynn  
Deputy Director  
Office of Collective Bargaining

Gregory Browning  
Gregory Browning  
Director  
Office of Budget and Management

Joe Shaver  
Joe Shaver  
Dept. of Rehabilitation  
and Correction

Michael P. Duco  
Michael P. Duco  
Office of Collective Bargaining

Charles Stanley Wilder  
Charles Stanley Wilder  
Office of Collective Bargaining

Peg Lee  
Peg Lee  
Dept. of Rehabilitation  
and Correction

Bruce Mroka  
Bruce Mroka  
Rehabilitation Services Comm.

Gretchen Green  
Gretchen Green  
Bureau of Workers' Compensation

Joyce Jacobson  
Joyce Jacobson  
Dept. of Aging

Steve Roth  
Steve Roth  
Dept. of Alcohol and  
Drug Addiction Services

Willie Milan  
Willie Milan  
Dept. of Development

David White  
David White  
Dept. of Health

Paul Guthrie  
Paul Guthrie  
Dept. of Human Services

George Shah  
George Shah  
Dept. of Mental Health

Ed Ostrowski  
Ed Ostrowski  
Dept. of Mental Retardation  
and Developmental Disabilities

Barry Braverman  
Barry Braverman  
Dept. of Youth Services

Ralph Fessner  
Ralph Fessner  
Ohio Veterans Children's Home

Tony Washington  
Tony Washington  
Ohio Veterans Home

Tom Woodruff  
Tom Woodruff, President  
District 1199, SEIU, AFL-CIO

David Regan  
David Regan  
Ohio Area Director

Mark Alderman  
Mark Alderman  
Dept. of Development

Marlitta Bartlett  
Marlitta Bartlett  
Dept. of Human Services

Gary Baumgardner  
Gary Baumgardner  
Dept. of Mental Health

Richard Borowski  
Richard Borowski  
Dept. of Rehabilitation  
and Correction

Danny Prabson  
Danny Prabson  
Dept. of Rehabilitation  
and Correction

Richard Caslin  
Richard Caslin  
Dept. of Rehabilitation  
and Correction

Beth Clarke  
Beth Clarke  
Rehabilitation Services Comm.

Robert Clunen  
Robert Clunen  
Workers' Compensation

Ronald Fankhauser  
Ronald Fankhauser  
Rehabilitation Services Comm.

William Croston  
William Croston  
Dept. of Mental Health

Richard Leary  
Richard Leary  
Dept. of Rehabilitation  
and Correction

Richard Leary  
Richard Leary  
Dept. of Rehabilitation  
and Correction

Barbara Daniels  
Barbara Daniels  
Dept. of Health

Edward Davis  
Edward Davis  
Rehabilitation Services Comm.

Robert Davis  
Robert Davis  
Dept. of Rehabilitation  
and Correction

Andrea Dear  
Andrea Dear  
Dept. of Rehabilitation  
and Correction

Rick Deptowicz  
Rick Deptowicz  
Workers' Compensation

Futhee Dewald  
Futhee Dewald  
Dept. of Mental Retardation &  
Developmental Disabilities

Joan Earle  
Joan Earle  
Dept. of Health

William Keene  
William Keene  
Dept. of Mental Health

Colleen H.

David Fessler  
Dept. of Rehabilitation  
and Correction

Beverly G. O'Connor  
Beverly G. O'Connor  
Dept. of Rehabilitation  
and Correction

James R. Greene  
James Greene  
Workers' Compensation

Robert E. Harbort  
Robert Harbort  
Dept. of Human Services

Cheryl Hill D.D.  
Cheryl Hill  
Dept. of Mental Retardation &  
Developmental Disabilities

Virginia H. Hollon  
Virginia Hollon  
Dept. of Mental Health

Sandra Hooper  
Sandra Hooper  
Workers' Compensation

Richard L. Hull  
Richard Hull  
Dept. of Human Services

Jeff Muir D.D.  
Jeff Muir  
Dept. of Health

Vicki Mullins  
Vicki Mullins  
Dept. of Mental Retardation &  
Developmental Disabilities

Janice Nickel  
Janice Nickel  
Veterans Home

Kathie Kraemer

Kathie Kraemer  
Rehabilitation Services Comm.

Delores Lashley  
Delores Lashley  
Workers' Compensation

Robert Laska  
Robert Laska  
Dept. of Rehabilitation  
and Correction

Mario Mancini D.  
Mario Mancini  
Dept. of Mental Health

Helen Martin  
Helen Martin  
Dept. of Mental Health

Leroy Marrant D.D.S.  
Leroy Marrant  
Dept. of Mental Health

Ella McCadney  
Ella McCadney  
Dept. of Youth Services

Russell Morris R.N.  
Russell Morris  
Dept. of Mental Health

Jeff Rose  
Jeff Rose  
Dept. of Rehabilitation  
and Correction

Martin Slevin M.D.  
Martin Slevin, M.D.  
Dept. of Mental Health

Helen Smith  
Helen Smith  
Dept. of Mental Retardation &  
Developmental Disabilities

Daniel P. Ge

Dan Felsler  
Dept. of Youth Services

Robert Parenti  
Robert Parenti  
Dept. of Rehabilitation  
and Correction

Patricia Polen  
Patricia Polen  
Dept. of Health

Thomas Price  
Thomas Price  
Dept. of Mental Health

Linda Reece  
Linda Reece  
Dept. of Mental Retardation &  
Developmental Disabilities

Cora Keimschuessel  
Cora Keimschuessel  
Dept. of Mental Health

Jeff Rabey  
Jeff Rabey  
Dept. of Rehabilitation  
and Correction

Carolyn Tidwell  
Carolyn Tidwell  
Dept. of Rehabilitation  
and Correction

Sue Wikoff  
Sue Wikoff  
Rehabilitation Services Comm.

Lee Wolin  
Lee Wolin  
Dept. of Mental Health

Bett Young  
Bett Young  
Dept. of Health

Ruth Snyder

Ruth Snyder  
Dept. of Mental Health

Robert Stegale  
Robert Stegale  
Dept. of Alcohol & Drug  
Addiction Services

Robert Studinski  
Robert Studinski  
Dept. of Youth Services

Barry Sutherland  
Barry Sutherland  
Dept. of Human Services

Shirley Teperhoff  
Shirley Teperhoff  
Dept. of Mental Health

Mary Theodoras  
Mary Theodoras  
Rehabilitation Services Comm.

Grace Thomas D.D.  
Grace Thomas  
Dept. of Health

**APPENDIX A - BARGAINING UNIT  
CLASSIFICATIONS**

Classification Number	Classification Title	Pay Range		
	<b>Unit 11</b>			
21562	Pharmacy Board Compliance Spec.	14		
42420	Dietetic Technician	8		
42423	Dietitian	11		
42424	Dietetic Consultant	11		
44231	Respiratory Therapist	9		
44462	Lic. Physical Therapist	14		
44271	Lang Develop Spec	10		
44311	Occupational Therapist 1	11		
44312	Occupational Therapist 2	13		
65111	Dentist	16		
65231	Communicable Disease Investigator	8		
65242	Health Educator	9		
65243	Health Planning Coord	9		
65244	Health Care Specialist	12		
65321	Physician Assistant	10		
65340	Physician Resident	12		
65341	Physician	P3		
65343	Physician Specialist	P2		
65344	Psych Assistant	P3		
65351	Optometrist	12		
65371	Psychiatrist	P1		
65391	Podiatrist	14		
65411	Pharmacist	14		
65413	Pharmaceutical Consultant	15		
65421	Pharmacologist	15		
65441	Medical Review Nurse	12		
65452	Infectious Disease Control Prac.	12		
65454	Infectious Disease Control Cons.	13		
65510	Interim Nurse	9		
65511	Nurse 1	12		
65512	Nurse 2	13		
65515	Nurse 3	14		
65521	Psych/MR Nurse	13		
65525	Psych/MR Nurse Coordinator	14		
65531	Nurse Educator	11		
65533	Nurse Education Consultant	12		
65541	Public Health Nurse Spec.	12		
65551	Peer Review Nurse	13		
65561	Indust Rehab Nurse	12		
65581	Nurse Specialist	12		
65591	Clinical Nurse Specialist	15		
65711	Public Health Nutritionist	11		
65721	Public Health Vision Const	12		
65723	Public Health Speech Path	12		
65725	Public Health Audiologist	12		
65727	Public Speech, Hrg & Vision Coord	13		
65741	Facilities Standards Rep 1	10		
65742	Facilities Standards Rep 2	12		
65751	Dental Health Educator 1	10		
65752	Dental Health Educator 2	12		
65753	Dental Health Educator Spec.	13		
65771	Health Care Fac. Surveyor 1	11		
65772	Health Care Fac. Surveyor 2	12		
65773	Health Fac. Surveyor 3	13		
65781	Health Care Fac. Comp. Cons. 1	11		
65782	Health Care Fac. Comp. Cons. 2	12		
83311	Psychology Asst. 1	11		
83312	Psychology Asst. 2	13		
83313	Psychologist 1	14		

83314	Psychologist 2	15
86341	Dental Hygienist	9
<b>Unit 12</b>		
22161	Corps Member Development Spec	8
64231	Rehab Manpower Rep	12
65571	Volunteer Coord 1	7
65572	Volunteer Coord 2	9
65611	Ind Rehab Career Counselor	10
65621	Ind Rehab Work Simulator	18
65622	Ind Rehab Work Simulator 2	10
69211	Assistant Chaplain	8
69212	Chaplain	11
69311	Social Worker 1	8
69312	Social Worker 2	10
69313	Social Worker 3	11
69321	Correctional Prog Spec 1	9
69322	Correctional Prog Spec 2	10
69323	Correctional Program Coord	10
69331	Social Program Analyst 1	8
69332	Social Program Analyst 2	10
69411	Social Program Spec	9
69412	Social Program Coord	10
69413	Social Program Dev	11
69421	Youth Class Spec	8
69431	Case Manage Spec	8
69441	Alcohol and Drug Program Spec 1	11
69442	Alcohol and Drug Program Spec 2	12
69451	Human Services Spec 1	10
69452	Human Services Spec 2	11
69453	Human Services Spec 3	12
69461	Human Services Developer 1	11
69462	Human Services Developer 2	12

69491	Client Advocate	8
69611	Vocational Habilitation Spec 1	8
69612	Vocational Habilitation Spec 2	10
69671	Workshop Program Evaluator	10
69673	Workshop Prog Evaluator Spec	11
69691	Work Adjustment Spec	8
69721	Voc Rehab Couns 1	8
69722	Voc Rehab Couns 2	10
69723	Voc Rehab Couns 3	11
69724	Voc Rehab Couns 4	12
69731	Rehab Program Spec 1	12
69732	Rehab Program Spec 2	13
69741	Voc Rehab Couns 1 (Work Eval)	8
69742	Voc Rehab Couns 2 (Work Eval)	10
69743	Voc Rehab Couns 3 (Work Eval)	11
69744	Voc Rehab Couns 4 (Work Eval)	12
69746	Voc Rehab Couns 1 (Empl Serv)	8
69747	Voc Rehab Couns 1 (Empl Serv)	10
69748	Voc Rehab Couns 1 (Empl Serv)	11
69749	Voc Rehab Couns 1 (Empl Serv)	12
69751	Voc Rehab Couns 1 (Reh Tch)	8
69752	Voc Rehab Couns 2 (Reh Tch)	10
69753	Voc Rehab Couns 3 (Reh Tch)	11
69754	Voc Rehab Couns 4 (Reh Tch)	12
69771	Indust Rehab Case Mgt Spec	12
69773	Indust Reemployment Spec	13
69781	Indust Rehab Voc Eval 1	8
69782	Indust Rehab Voc Eval 2	10
69811	Parole Officer 1	8
69812	Parole Officer 2	9
69813	Parole Officer 3	10
69814	Parole Serv Coordinator	11
69831	Correction Class Spec	8

If a new classification is a successor title or classification number change to a classification covered by this Agreement with no substantial changes in duties, the new classification shall automatically become a part of this Agreement.

## APPENDIX B - LAYOFF JURISDICTIONS

**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 - Four (4) jurisdictions**

1) Fallsview, Massillon, Woodside, CPI, Western Reserve,

\*Sagamore Hills

2) \*\*Oakwood

3) \*\*Dayton, Lewis, \*Mill Creek Hospital, Toledo

4) \*\*COPH, Portsmouth, Central Office, Athens, Cambridge

\*Employees within child care facilities may displace into positions within their jurisdictions; however, employees not in child care facilities in the jurisdiction cannot displace into a child care facility.

\*\*Employees within the forensic centers located at these locations may displace into positions within their jurisdictions and within the other forensic centers.

**Department of Mental Retardation/Developmental Disabilities -**

Five (5) jurisdictions

1) Broadview, Warrensville, Youngstown, Applecreek

2) Northwest Ohio, Tiffin, Mount Vernon

3) Montgomery, Southwest Ohio, Springview, Columbus

4) Cambridge, Gallipolis

5) 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

**Department of Rehabilitation and Correction**

**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, Northeast Pre-release Center, Allen, Grafton, Lorain

2) Central: Orient, Pickaway, Southeastern Correctional Institution, London, Madison, Corrections Reception Center, Franklin County Pre-release Center

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

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.

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

**Bureau of Workers' Compensation - Two (2) jurisdictions**

- 1) Cambridge, Columbus, Cincinnati, Dayton, Portsmouth, Springfield
- 2) Cleveland, Youngstown, Akron/Canton, Toledo, Lima, Mansfield

**All Other Agencies - Statewide jurisdictions**

**APPENDIX C - OCCUPATIONAL INJURY LEAVE GUIDELINES**

1. An employee of the Department of Mental Health, the Department of Mental Retardation and Developmental Disabilities, the Ohio Veterans' Home, the Ohio Veterans' Children's Home and Schools for the Deaf and Blind, Department of Rehabilitation and Correction, and the Department of Youth Services who suffers bodily injury inflicted by an inmate, patient, client, youth or student in the facilities of the above agencies shall be eligible for his/her regular rate of pay during the period he/she is disabled as a result of such injury but in no case to exceed nine hundred sixty (960) hours. This form of compensation shall be in the lieu of Workers' Compensation. The employee may apply for Workers' Compensation while he/she is receiving Occupational Injury Leave. Workers' Compensation may be received, if awarded, by the employee after the Occupational Injury Leave is exhausted.

2. Pay made regarding this leave shall not be charged to the employee's accumulation of sick leave credit.

3. Employees who think they are eligible for this type of leave may apply to their agency designee.

4. A statement of circumstances of the injury shall be filed with the Director of Administrative Services by the employee's appointing authority. This statement shall show conclusively that the injury was sustained in the line of duty and was inflicted by an inmate, patient, client, youth or student and did not result from accident or from misbehavior or negligence on the part of the employee. A statement by the injured employee recounting the circumstances of the injury shall accompany the appointing authority's statement.

5. The appointing authority shall also obtain and file with the Director of Administrative Services the report of a physician

designated by the Director of Administrative Services as to the nature and extent of the employee's injury.

6. The employee shall be obligated to receive necessary medical treatment and to return to active work status at the earliest time permitted by his/her attending physician.

7. An employee on Occupational Injury Leave shall be exempt from the accumulation of vacation leave credit and sick leave credit.

8. If an employee's injury or disability as covered by the above guidelines extends beyond nine hundred sixty (960) hours he/she shall immediately become subject to the sick leave provision of this contract.

**AGENCY AGREEMENTS AND MEMORANDA  
OF UNDERSTANDING**

**AGREEMENT**

The Ohio Department of Alcohol and Drug Addiction Services will provide reasonable space for 1199 to maintain a secure file cabinet to be supplied by the Union.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE OHIO DEPARTMENT OF EDUCATION  
AND  
DISTRICT 1199/SEIU**

As a result of agency specific negotiations conducted through the course of negotiations leading to a contract between District 1199/SEIU and the State of Ohio dated July 1, 1992, the parties have agreed to the following:

1. Those 1199 employees at the Ohio School for the Deaf and The Ohio State School for the Blind whose work year is the school year and who are not scheduled to work 2080 hours per year will have their annual pay spread over 26 pay periods.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE OHIO DEPARTMENT OF HEALTH  
AND  
DISTRICT 1199/SEIU**

As a result of agency specific negotiations conducted through the course of negotiations leading to a contract between District 1199/SEIU and the State of Ohio dated July 1, 1992, the parties have agreed to the following:

1. The attached Career Ladder for the Ohio Department of Health will go into effect on June 12, 1992.

### **Career Ladder**

#### **Division of Health Facilities Regulation**

The agency and the Union agree that a career ladder for the Survey Bureaus of DHFR will aid in the retention and recruitment of qualified professionals.

The agency and union acknowledge that each survey type has various components which require different knowledge and experience bases. This career ladder will provide incentive and opportunity for professional growth for all surveyors. The Division's goal is to encourage all surveyors to be trained and perform each survey type conducted within their bureau.

#### **Program Description:**

1. An employee shall be eligible to participate in the career ladder after completing one year of service as a Level 1 surveyor, reviewer, or nurse educator in the Division of Health Facilities Regulation.
2. Movement in each bureau's career ladder shall be governed by the survey type/tasks performed by that bureau. See Tables I, II and III.
3. If external applicants are hired they will not reduce training opportunities for current staff.
4. For each credit or fraction thereof, the surveyor shall be compensated at a 1:1 rate, i.e., each one (1) credit equals one (1) percent of the employee's base rate of pay.
5. The credits assigned to each task or survey type for each discipline are outlined for each bureau in Tables I, II and III.
6. Nurse educators and reviewers shall receive full credit according to their discipline as indicated in Tables I, II and III.

7. A maximum of two (2) credits shall be earned by any surveyor who holds an additional license or discipline, (e.g., R.N. and meets the federal definition of a QMRP or a QMRP that is also an R.S.), providing that license or discipline is utilized in performing surveys of relevant provider types.
8. An employee shall earn credits upon the successful completion of an approved cross-training program, independent performance of the survey and passing the Surveyor Minimum Qualifications Test (where applicable). Independent performance of three (3) supervised surveys may be substituted for any provider type for which no approved training program has been developed. Decisions regarding independent performance will be appealed to the appropriate Bureau Chief using the Career Ladder Appeal form (see attachment).
9. Upon completion of one (1) year of service and passing the Surveyor Minimum Qualifications Test when available in the Bureau of Long Term Care, all Level 1 surveyors in the Bureau of Long Term Care shall move to Level 2 (Pay Range 12).
10. After one year as a Level 1 Surveyor in the Bureau of Acute and Ancillary Care, all surveyors shall move to Level 2.
11. In the Bureau of Long Term Care and the Bureau of Acute and Ancillary Care, after being independent in each survey type/task excluding LSC and having one (1) year as a Level 2 surveyor and completing cross-training in the review process, a surveyor shall be eligible to move to Level 3. It is understood that all Level 2 surveyors will rotate through a formal review training program on a seniority basis prior to the completion of 2 years of service. The number of Level 3 positions shall be established at one (1) Level 3

position for every four (4) Level 1 or Level 2 positions established within the Bureau of Long Term Care.

12. In the Bureau of Residential Care, we anticipate the addition of survey types including Pediatric Daily Care Facilities, Adult Day Care Facilities, and Continuing Care Retirement Communities to the Bureau of Residential Care and will include them on the career ladder when applicable.
13. Any "Career Ladder" adjustments to employee's pay ranges or addition of performance credits shall be compensated retroactively to the date of the surveyor's independent performance as verified by the district office supervisor and shall be effective with the first pay period of the next quarter, following receipt of verification. Appeals decided in favor of the surveyor will result in retroactive compensation.
14. Transition -- all supplements to which a surveyor is currently entitled shall remain until they are replaced by equivalent credits awarded within each bureau according to the revised Career Ladder. No surveyor can receive both supplements and credits for the same tasks/surveys. In the Bureau of Long Term Care all current 1-B's will automatically become level 2 surveyors according to the Career Ladder (see #9).

**Note:**

Each employee shall be responsible for completing and delivering the Career Ladder Verification Form to the supervisor for signature. After obtaining the supervisor's signature, the employee shall make all necessary copies of the form and send the original form to Becky Maust, Chief, Bureau of Staff Development in Columbus.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE OHIO DEPARTMENT OF HUMAN SERVICES  
AND  
DISTRICT 1199/SEIU**

As a result of agency specific negotiations conducted through the course of negotiations leading to a contract between District 1199/SEIU and the State of Ohio dated July 1, 1992, the parties have agreed to the following:

1. Effective with the signing of this agreement, those employees who transfer directly from a County Department of Human Services to the Ohio Department of Human Services will have his/her County service time computed for the purpose of determining the rate of accrual for vacation, PAIL, and longevity.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE OHIO DEPARTMENT OF MENTAL HEALTH  
AND  
DISTRICT 1199/SEIU**

1. The Department and the Union will continue discussions, through the Agency Professional Committee, to develop career ladders or discuss upgrades in mutually agreed upon classifications. The parties agree that at the present time, there is not money to implement career ladders or upgrades. However, the parties are committed to attempt to agree to career ladders or upgrades which will be implemented at a mutually agreed to date. The parties will make every effort to conclude these discussions and agree on the composition of the career ladders or upgrades by June 30, 1993.
2. The parties are concerned about and agree to attempt to reduce the number of personal service contracts presently

doing bargaining unit work. The parties agree to hold discussions through the Agency Professional committee and agree to consider the use of advance step hiring, service credit for experience, classification changes, and other means to aid in the conversion of personal service contracts to civil service employment.

3. The parties agree, through the Agency Professional Committee, to continue discussion on reducing bargaining unit work done by supervisors.
4. The parties agree to hold discussions at the facility level, through the Facility Professional Committees, at those facilities where scheduling is not presently done on a recurring rotating basis. The parties agree that scheduling should not be done based on favoritism, and will attempt to develop recurring rotating schedules where economical and operationally efficient.
5. Should an issue concerning State Operated Services (SOS) need to be discussed at the Agency Professional Committee, that issue shall be specifically identified on the agenda. If the issue is from a single facility, one member from the SOS program shall be permitted release time to attend the APC. If it is an issue concerning more than one SOS program, one member working in an SOS program shall be permitted release time to attend the APC. In either case, this member shall be in addition to those normally attending APC. SOS issues brought to APC shall first have been discussed at the facility professional committee meeting.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
ADULT PAROLE AUTHORITY  
AND  
DISTRICT 1199/SEIU**

As a result of agency specific negotiations conducted through the course of negotiations leading to a contract between District 1199/SEIU and the State of Ohio dated July 1, 1992, the parties have agreed to the following:

1. During weapons qualification courses offered and authorized by the Adult Parole Authority, the APA shall provide a certified Red Cross First Aid expert on the firing range.
2. The 9mm weapons program in effect at APA shall be expanded only at the Employer's discretion. Employees currently participating in the program shall be reimbursed for the cost of practice and duty ammunition to an amount equal to the amount paid for the purchase of practice and duty ammunition per employee for those employees utilizing weapons issued by the Agency. Employees currently participating in the program shall be permitted to continue in the program for the life of the 1992 Agreement consistent with the current APA firearms policy.
3. The Adult Parole Authority shall attempt to equip all District Offices with computer terminal hook ups to the court system, where it is determined to be feasible and cost efficient by the Employer.

For Parole Officers of the Adult Parole Authority, promotions for P.O. 1,2,3, occur only through the career ladder. When a vacancy has been determined by management to be filled, the following process shall occur commencing with the date of the agreement, 1992.

1. On January 1 and July 1 of each calendar year, the

Personnel Officer shall canvass each and every Parole officer for transfers bids by county. The canvass will take place in December and June for the January and July lists respectively. The canvass period will be for ten (10) working days. The requests for transfer must be sent to the Bureau of Personnel via U.S. Mail postmarked during the canvass period.

2. From these bids, a transfer list by county shall be created by the most senior to the least senior.
3. The vacancy determined to be filled within the county shall be filled by the bid list by the most senior to the least senior.
4. If the senior employee accepts the position, the vacancy is filled. If the senior employee rejects the offer, his/her name is withdrawn from the bid list for the county(s) rejected by the employee until the next canvass, and the vacancy is offered to the next senior.
5. If there is no bid list for a particular county, or the bid list has been exhausted, the personnel officer shall post for a new employee (one who is not in the agency or bargaining unit).

The parties agree to amend the Adult Parole Authority Career Ladder as follows:

Those Parole officer 2's who would be eligible to move to Parole Officer 3 on July 1, 1992, if their full service time were credited, will be moved to a Parole Officer 3 either on December 12, 1992 or before, if their move date in accordance with the formula is prior to that date.

The formula granting partial credit to all other Parole Officer 2's as agreed to in the 1989 negotiations between the parties shall be eliminated effective July 1, 1993. Anyone scheduled to move to a Parole Officer 3 prior to that date in accordance

with the formula shall experience such move.

The parties agree to establish a separate statewide Agency Professional Committee to discuss and solicit input relative to the following subject areas within the Adult Parole Authority:

1. High Risk Zones
2. Utilization and issuance of protective clothing (vests)

The committee shall meet as needed during the life of the agreement. The results of those committee discussions shall be submitted to the Chief of the Division of Parole and Community Services or their designee for review or consideration in the development of policy or procedure in these areas.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
BUREAU OF WORKERS' COMPENSATION  
AND  
DISTRICT 1199/SEIU**

As a result of agency specific negotiations conducted through the course of negotiations leading to a contract between District 1199/SEIU and the State of Ohio dated July 1, 1992, the parties have agreed to the following:

1. BWC agrees to review the Vocational Evaluation, Career Counselor and Work Simulator Classifications. We will inform the Union of our findings by December 31, 1992. The Union and the BWC agree that, based upon the findings of said review and the availability of funds, the BWC shall move to submit for implementation any recommendations from this review, by March 31, 1993.
2. BWC agrees to study the creation of a new classification to replace the Rehabilitation Program Specialist, which may result in an upgrade in pay range.
3. BWC agrees to continue discussing the conversion of

contract positions at Agency Professional Committee meetings. It is the intent of the BWC to convert contract personnel, where possible, to Civil Service Positions.

4. Henceforth APC meetings minutes will be kept.

## INDEX

Awarding the Job .....	58
Bargaining Unit Classifications .....	98
Benefits While On Leave .....	50
Bereavement .....	28
Bilingual Pay Differential .....	84
Blood Donations .....	65
Breaks .....	44
Call Back Pay .....	83
Career Advancement .....	69
Classification Changes .....	74
Classifieds, Unclassifieds and Provisional .....	52
Continuing Education .....	38
Copies of the Agreement .....	93
Court Appearance .....	44
Disability Leave .....	29
Discipline .....	18
Educational Leave of Absence .....	49
Emergency Leave .....	45
Employee Assistance Program (EAP) .....	34
Employee Status .....	51
Flexible Work Schedules .....	46
Full-Time .....	51
Grievance Procedure .....	8
Group Health Insurance .....	30
Health and Safety Committees .....	62
Health and Safety Procedures .....	63
Health Insurance .....	30
Hepatitis B .....	64
Holidays .....	21
Home Visits .....	65
Hours of Work and Overtime .....	41
Identical Hire Dates .....	53

Indemnification .....	33	Professional Achievement Incentive Levels (PAIL) .....	84
Initial Hires .....	83	Professional Committees .....	60
Initial Probationary Period .....	18	Professional Excellence Recognition Award (OPERA) .....	86
Interim .....	52	Promotions .....	83
Intermittent .....	51	Pulling or Movement of Personnel .....	48
Job Audits and Appeal .....	72	Purpose and Intent of the Agreement .....	1
Job Sharing .....	47	Quality of Work Life .....	75
Job Vacancies .....	57	Rate of Overtime Pay .....	41
Jury Duty .....	43	Requesting Leave of Absence Without Pay .....	50
Layoff Jurisdictions .....	103	Required Meeting Attendance .....	46
Leave of Absence Without Pay .....	49	Restrooms .....	66
Life Insurance .....	32	Return from Extended Medical Leave .....	51
Management Rights .....	7	Return to Service .....	50
Meal Periods .....	44	Risk Supplement .....	84
Medical Testing by Non-Medical Personnel .....	66	Savings Clause .....	92
Metal Detectors .....	65	Seniority .....	53
Military Leave .....	51	Seniority Definition .....	53
Moving Expenses .....	38	Seniority Lists .....	53
No Strike/No Lockout .....	92	Seniority While On Leave .....	50
Non-Discrimination .....	7	Service Connected Injury and Illness .....	29
Notification of Medical Conditions of Clients .....	66	Service Delivery .....	69
Occupational Injury Leave .....	105	Service Delivery Committee .....	75
Ohio Professional Excellence Recognition Award (OPERA) .....	86	Shift and Assignment Openings .....	48
Overtime and Compensatory Time .....	42	Shift Differential .....	83
Overtime Assignment .....	42	Shifts .....	47
Part-Time .....	51	Sick Leave .....	25
Personal Leave .....	23	Stand-by Pay .....	83
Personnel Files .....	70	State Vehicles .....	66
Physicians' Pay Schedules .....	88	Strip Search .....	67
Place of Work .....	47	Sub-Contracting .....	76
Posting of Work Schedules .....	47	Temporary .....	52
Probationary Period .....	59	Temporary Working Level .....	48

Termination of Agreement .....	92
Tools and Accessories .....	65
Travel .....	35
Uniforms .....	72
Union Leave .....	49
Union Recognition .....	2
Union Rights .....	3
Union Security .....	5
Vacancies .....	57
Vacation .....	19
Video Display Terminals .....	68
Wages .....	78
Weather Emergencies .....	70
Weekends .....	47
Work Week .....	41
Workers' Compensation Leave .....	49

# SIDE LETTERS TO THE CONTRACT



**THE STATE OF OHIO**

And



**District 1199**

**The Health Care  
and Social Service Union,  
Service Employees  
International Union  
AFL-CIO  
1992-1994**



**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 MW/ON/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 H. Seidler*  
EDWARD H. SEIDLER  
Deputy Director

EHS/DSN/sm

AD-44 4988



**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

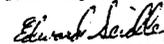
April 21, 1986

Tom Woodruff, President  
District 1199 WV/KY/OH  
Ohio Health Care Employees Union  
1313 East Broad 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/am



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

OFFICE OF COLLECTIVE BARGAINING

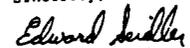
April 28, 1986

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 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 H. Seidler*  
EDWARD H. SEIDLER  
Deputy Director

ENS/am

  
State of Ohio  
**Rehabilitation Services Commission**

Robert L. Rebe, Administrator

June 12, 1989

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

Re: VRC Career Ladder

Dear Mr. Woodruff:

It is understood that any VRC 3 who was not reassigned to a VRC 4 on the last day of the prior contract will be reassigned to a VRC 4 at the point in time that they have nine (9) years experience as a VRC 2 or above with RSC or seven (7) years experience as a VRC 3 with RSC, plus licensure as a Licensed Professional Counselor by the Ohio Counselor and Social Worker Board and a graduate degree. These individuals must already be licensed and may attain a graduate degree in one of the following Human Services areas (i.e., Rehab Counseling, Psychology, Sociology, Special Education, Social Work, Nursing, Occupational or Physical Therapy, Pre-Med, Speech and Hearing, and Guidance and Counseling or any graduate counseling degree that leads to licensure). These individuals must apply to a graduate program within twelve (12) months after the effective date of the contract and must complete the graduate program by the end of the current contract. The Agency may consider an employee's request to extend the completion date beyond the current contract. The Agency acknowledges that such requests shall not be denied as long as the employee demonstrates consistent and reasonable effort towards completion of the graduate degree.

It is understood that employees who are currently enrolled as of June 11, 1989 in a graduate degree program in Guidance and Counseling will progress through the Career Ladder based on meeting the qualifications adopted in this Career Ladder. These employees will not have to take the four (4) courses listed in VRC 3 and VRC 4 classification as noted in this Career Ladder. It is also understood that employees who have completed a graduate degree in counseling that leads to licensure as a Licensed Professional Counselor by the Ohio Counselor and Social Worker Board during the prior contract will not have to take the four (4) courses listed in the VRC 3 and VRC 4 classification as noted in this Career Ladder. These employees must meet the other qualifications adopted in this Career Ladder.

Any current employees not covered by the above provisions or who have not been reassigned to a VRC 4 on the last day of the prior contract will be reassigned according to the minimum qualifications adopted in this Career

...serving Ohioans with disabilities

Ladder. It is also understood that any new hire will be reassigned according to the minimum qualifications adopted in this Career Ladder.

It is understood that all individuals who are hired as permanent full-time or permanent part-time VRC 1's after the effective date of this contract will serve a one (1) year probationary period. It is understood that permanent part-time status is prorated towards the probationary period and advancement in the Career Ladder. It is further understood that for the purpose of fulfilling the time requirement in the probationary period and Career Ladder the requirement is computed based upon two thousand eighty (2080) active pay status hours per year. Upon successful completion of their probationary period VRC 1's will be reassigned to VRC 2's. There will be no probationary period in the VRC 2, VRC 3 or VRC 4 level.

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

CLASSIFICATION	PAY RANGE
VRC 1	8
VRC 2	10
VRC 3	11
VRC 4	12

Reassignment from the VRC 1 to subsequent levels will be automatic based on meeting the following minimum qualifications which have been adopted by the state.

VRC 1 - Bachelors degree (i.e., Psychology, Sociology, Special Education, Social Work/Welfare, and Speech and Hearing) or (e.g., bachelors degree Rehabilitation Counseling/Rehabilitation Education or comparable rehabilitation field) or a graduate degree in Counseling that leads to licensure as a Licensed Professional Counselor by the Ohio Counselor and Social Worker Board.

VRC 1 - (Work Evaluator) - Bachelors degree (i.e., Work Evaluation, Psychology, Sociology, Special Education, Social Work/Welfare, Occupational Therapy, and Speech and Hearing) or (e.g., bachelors degree Rehabilitation Counseling/Rehabilitation Education or comparable rehabilitation field) or a graduate degree in Counseling that leads to licensure as a Licensed Professional Counselor by the Ohio Counselor and Social Worker Board. One course in work evaluation techniques, tests and measurements (or 1 month experience); 100 hours training in interpretation of work evaluation tests and measurements (or 1 month experience); 100 hours training in principles and techniques of motivation, worker traits and characteristics (or 1 month experience).

VRC 1 - (Rehabilitation Teacher) - Bachelors degree (i.e., Psychology, Sociology, Special Education, Social Work/Welfare, Occupational Therapy, and Speech and Hearing) or (e.g., bachelors degree Rehabilitation Counseling/Rehabilitation Education or comparable rehabilitation field) or a graduate degree in Counseling that leads to licensure as a Licensed Professional Counselor by the Ohio Counselor and Social Worker Board. Three courses in interviewing (or 3 months experience); 3 courses in evaluation and appraisal techniques (or 3 months experience); 1 course in

teaching theories and 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 and 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 - (Employer Services Specialist) - Bachelors degree (i.e., Psychology, Sociology, Special Education, Social Work/Welfare, and Speech and Hearing) or (e.g., bachelors degree Rehabilitation Counseling/Rehabilitation Education or comparable rehabilitation field) or a graduate degree in Counseling that leads to licensure as a Licensed Professional Counselor by the Ohio Counselor and Social Worker Board; plus 3 courses in Public Relations (or 3 months experience); 600 hours training in labor and worker compensation laws and regulations (or 6 months experience); 300 hours training in occupational and labor market information (or 3 months experience); 100 hours training in job seeking skills (or 1 month experience).

VRC 2 - Bachelors degree (i.e., Psychology, Sociology, Special Education, Social Work/Welfare, and Speech and Hearing) or (e.g., bachelors degree Rehabilitation Counseling/Rehabilitation Education or comparable rehabilitation field) or a graduate degree in Counseling that leads to licensure as a Licensed Professional Counselor by the Ohio Counselor and Social Worker Board and one (1) year experience as a VRC 1 with RSC.

VRC 2 - (Work Evaluator) - Bachelors degree (i.e., Work Evaluation, Psychology, Sociology, Special Education, Social Work/Welfare, Occupational Therapy, and Speech and Hearing) or (e.g., bachelors degree Rehabilitation Counseling/Rehabilitation Education or comparable rehabilitation field) or a graduate degree in Counseling that leads to licensure as a Licensed Professional Counselor by the Ohio Counselor and Social Worker Board and one (1) year experience as a VRC 1 with RSC; 1 course in work evaluation techniques, tests and measurements (or 1 month experience); 100 hours training in interpretation of work evaluation tests and measurements (or 1 month experience); 100 hours training in principles and techniques of motivation, worker traits and characteristics (or 1 month experience).

VRC 2 - (Rehabilitation Teacher) - Bachelors degree (i.e., Psychology, Sociology, Special Education, Social Work/Welfare, Occupational Therapy, and Speech and Hearing) or (e.g., bachelors degree Rehabilitation Counseling/Rehabilitation Education or comparable rehabilitation field) or a graduate degree in Counseling that leads to licensure as a Licensed Professional Counselor by the Ohio Counselor and Social Worker Board and one (1) year experience as a VRC 1 with RSC; 3 courses in interviewing (or 3 months experience); 3 courses in evaluation and appraisal techniques (or 3 months experience); 1 course in teaching theories and 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 and 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 - (Employer Services Specialist) - Bachelors degree (i.e., Psychology, Sociology, Special Education, Social Work/Welfare, and Speech and Hearing Therapy), or (e.g., bachelors degree Rehabilitation Counseling/Rehabilitation Education or comparable rehabilitation field) or a graduate degree in Counseling that leads to licensure as a Licensed Professional Counselor by the Ohio Counselor and Social Worker Board and one (1) year experience as a VRC 1 with RSC; 3 courses in public relations (or 3 months experience); 600 hours training in labor and worker compensation laws and regulations (or 6 months experience); 300 hours training in occupation and labor market information (or 3 months experience); 100 hours training in job seeking skills (or 1 month experience).

VRC 3 - Graduate degree in Rehabilitation Counseling or a graduate degree which is accepted for licensure as a Licensed Professional Counselor by the Ohio Counselor and Social Worker Board plus four (4) graduate level courses from a Rehabilitation Counseling Program. There are six (6) subject areas in which the four courses may be selected from. They are: (1) History and Philosophy of Rehabilitation and Legislation Affecting Disabled Persons, (2) Medical Aspects of Disabilities in Functional Limitations of Disabilities, (3) The Organizational Structure of the Vocational Rehabilitation System, (4) Theories, Methods and Practices of Career Development, (5) Utilization of Occupation Information and Labor Market Trends and (6) The Requirements and Characteristics of Job Analysis and Job Modification, plus licensure as a Licensed Professional Counselor, and two (2) years experience as a VRC 2 with RSC. It is understood that if any of the courses from the six (6) subject areas were taken in the graduate training then the employee does not have to substitute or retake the course. An employee will have the right to petition RSC to substitute another course from the graduate Rehabilitation Counseling Program.

VRC 3 - (Work Evaluator) - (Employer Services Specialist) - (Rehabilitation Teacher) - Graduate degree in Rehabilitation Counseling or a graduate degree which is accepted for licensure as a Licensed Professional Counselor by the Ohio Counselor and Social Worker Board plus four (4) graduate level courses from a Rehabilitation Counseling Program. There are six (6) subject areas in which the four courses may be selected from. They are: (1) History and Philosophy of Rehabilitation and Legislation Affecting Disabled Persons, (2) Medical Aspects of Disabilities in Functional Limitations of Disabilities, (3) The Organizational Structure of the Vocational Rehabilitation System, (4) Theories, Methods and Practices of Career Development, (5) Utilization of Occupation Information and Labor Market Trends and (6) The Requirements and Characteristics of Job Analysis and Job Modification, plus licensure as a Licensed Professional Counselor, and 2 years experience as a VRC 2 with RSC. It is understood that if any of the courses from the six (6) subject areas were taken in the graduate training then the employee does not have to substitute or retake the course. An employee will have the

right to petition RSC to substitute another course from the Graduate Rehabilitation Counseling Program.

VRC 4 - Graduate degree in Rehabilitation Counseling or a degree which is accepted for licensure as a Licensed Professional Counselor by the Ohio Counselor and Social Worker Board, plus four (4) graduate level courses from a Rehabilitation Counseling Program. There are six (6) subject areas in which the four courses may be selected from. They are: (1) History and Philosophy of Rehabilitation and Legislation Affecting Disabled Persons, (2) Medical Aspects of Disabilities in Functional Limitations of Disabilities, (3) The Organizational Structure of the Vocational Rehabilitation System, (4) Theories, Methods, and Practices of Career Development, (5) Utilization of Occupation Information and Labor Market Trends and (6) The Requirements and Characteristics of Job Analysis and Job Modification, plus licensure as a Licensed Professional Counselor, and seven (7) years experience as a VRC 3 with RSC. It is understood that if any of the courses from the subject areas were taken in the graduate training then the employee does not have to substitute or retake the course. An employee will have the right to petition RSC to substitute another course from the graduate Rehabilitation Counseling Program.

VRC 4 - (Work Evaluator) - (Rehabilitation Teacher) - (Employer Services Specialist) - Graduate degree in Rehabilitation Counseling or a graduate degree which is accepted for licensure as a Licensed Professional Counselor by the Ohio Counselor and Social Worker Board, plus four (4) graduate level courses from a Rehabilitation Counseling Program. There are six (6) subject areas in which the four courses may be selected from. They are: (1) History and Philosophy of Rehabilitation and Legislation Affecting Disabled Persons, (2) Medical Aspects of Disabilities in Functional Limitations of Disabilities, (3) The Organizational Structure of the Vocational Rehabilitation System, (4) Theories, Methods, and Practices of Career Development, (5) Utilization of Occupation Information and Labor Market Trends and (6) The Requirements and Characteristics of Job Analysis and Job Modification, plus licensure as a Licensed Professional Counselor, and seven (7) years experience as a VRC 3 with RSC. It is understood that if any of the courses from the subject area were taken in the graduate training then the employee does not have to substitute or retake the course. An employee will have the right to petition RSC to substitute another course from the graduate Rehabilitation Counseling Program.

Sincerely,  
  
Robert L. Rabe  
Administrator



**Ohio Department of  
Administrative Services**  
OFFICE OF COLLECTIVE BARGAINING  
65 E. STATE STREET, 16TH FLOOR  
COLUMBUS, OHIO 43215

RICHARD F. CELESTE, GOVERNOR

April 14, 1989

Tom Woodruff, President  
Ohio Health Care Employees Union  
District 1199 WV/KY/OH  
1313 East Broad Street, Suite #302  
Columbus, OH 43205

Dear Mr. Woodruff:

It is understood that for the classification of Correctional Program Specialist, 69321, a pay supplement shall be awarded to those employees possessing a Masters Degree in Social Work. For current employees who do not have a Masters Degree in Social Work, but were formerly classified as a Social Service Worker 2 or 3, the supplement shall also be paid. The supplement shall be the equivalent of the difference between pay range 09 and 10.

Sincerely,

N. Eugene Brundige  
Deputy Director

NEB/MP/sw



**Ohio Department of  
Administrative Services**  
OFFICE OF COLLECTIVE BARGAINING  
65 E. STATE STREET, 16TH FLOOR  
COLUMBUS, OHIO 43215

RICHARD F. CELESTE, GOVERNOR

April 14, 1989

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

Dear Mr. Woodruff:

The Departments of Health and Human Services agree to discuss at the Agency Professional Committee meetings the issue of providing annual eye exams or reducing the number of hours of work at video display terminals for those 1199 bargaining unit employees that regularly work a majority of their workdays at video display terminals.

Sincerely,

N. Eugene Brundige  
Deputy Director

NEB/sw



**Ohio Department of  
Administrative Services**  
OFFICE OF COLLECTIVE BARGAINING  
65 E. STATE STREET, 16TH FLOOR  
COLUMBUS, OHIO 43215

RICHARD F. CELESTE, GOVERNOR

April 14, 1989

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

Dear Mr. Woodruff:

The Department of Rehabilitation and Correction recognizes that the federal model for providing coverage under unit management is not the only method available to operate successfully. The Department of Rehabilitation and Correction will give serious consideration to modifying the federal model, and is committed to studying what some institutions have already done. Once the study is completed, a recommendation will be made to all institutions in order to maintain a consistent approach to how unit coverage is provided. Such study and recommendation will be completed within 90 days after the effective date of the Agreement.

Sincerely,

N. Eugene Brundige  
Deputy Director

NEB/sw



**Ohio Department of  
Administrative Services**  
OFFICE OF COLLECTIVE BARGAINING  
65 E. STATE STREET, 16TH FLOOR  
COLUMBUS, OHIO 43215

RICHARD F. CELESTE, GOVERNOR

April 14, 1989

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

Dear Mr. Woodruff:

The management of the Adult Parole Authority herein expresses its intent to recommend to the Department of Administrative Services a career ladder concept for those individuals in the Parole Officer classification series at the conclusion of negotiations with the Ohio Health Care Employees Union, District 1199. If these recommendations are approved by the Department of Administrative Services, the details of the career ladder as described herein shall be implemented. Any disagreement regarding implementation may be discussed in the classification modernization implementation committee.

Sincerely,

N. Eugene Brundige  
Deputy Director

NEB/JS/sw



**Ohio Department of  
Administrative Services**  
OFFICE OF COLLECTIVE BARGAINING  
65 E. STATE STREET, 16TH FLOOR  
COLUMBUS, OHIO 43215

RICHARD F. CELESTE, GOVERNOR

April 14, 1989

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

Dear Mr. Woodruff:

The Rehabilitation Services Commission agrees to the establishment of eight (8) area professional committees. In the Cleveland, Columbus and Cincinnati areas, the area professional committee will consist of four (4) members from management and four (4) members from labor. In all other areas the committee will consist of three (3) members each. The area committees will meet two (2) times per year. More or less than two (2) meetings per year must be mutually agreed to by the parties. The agenda for the meeting must be mutually agreed to by the parties in advance and consist of local issues.

In the Camera Center and the Walker Center of the Industrial Commission, there shall be at least two (2) professional committee meetings per year.

Sincerely,

*M. Eugene Brundige*

M. Eugene Brundige  
Deputy Director

NEB/DSN/sw



**Ohio Department of  
Administrative Services**  
OFFICE OF COLLECTIVE BARGAINING  
65 E. STATE STREET, 16TH FLOOR  
COLUMBUS, OHIO 43215

RICHARD F. CELESTE, GOVERNOR

April 14, 1989

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

Dear Mr. Woodruff:

In the event that the Rehabilitation Services Commission lays off all the employees in a lay off jurisdiction, the affected employees shall have statewide bumping rights.

Sincerely,

*M. Eugene Brundige*

M. Eugene Brundige  
Deputy Director

NEB/sw



**Ohio Department of  
Administrative Services**  
OFFICE OF COLLECTIVE BARGAINING  
65 E. STATE STREET, 16TH FLOOR  
COLUMBUS, OHIO 43215

RICHARD F. CELESTE, GOVERNOR

April 14, 1989

Tom Woodruff, President  
Ohio Health Care Employees Union  
District 1199 WV/KY/OH  
1313 East Broad Street, Suite #302  
Columbus, OH 43205

Dear Mr. Woodruff:

The Rehabilitation Services Commission shall not utilize medical personnel under contract to the Commission to medically test members of the bargaining units.

Sincerely,

*N. Eugene Brundige*

N. Eugene Brundige  
Deputy Director

NEB/DSN/sw



**Ohio Department of  
Administrative Services**  
OFFICE OF COLLECTIVE BARGAINING  
65 E. STATE STREET, 16TH FLOOR  
COLUMBUS, OHIO 43215

RICHARD F. CELESTE, GOVERNOR

April 14, 1989

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

Dear Mr. Woodruff:

This will confirm the intention of the State of Ohio to review the State's current disability program.

The purpose of the study will be the examination of the program's administrative procedures and operational criteria. This is to include review of the program's time frames and waiting period, standards, rates of compensation, maintenance of benefits, and the issue of light duty.

It is our further intention that the results of this study shall be presented to an inter-union committee expressly formed to review and comment on the study's results. Upon the completion of this committee's duties, the study and the appended comments will be forwarded to the appropriate administrative and/or legislative agents for their consideration of what policy action must be taken.

Sincerely,

*N. Eugene Brundige*

N. Eugene Brundige  
Deputy Director

NEB/SW



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Tom Woodruff, President  
Ohio Health Care Employees Union  
District 1199 WV/KY/OH  
1313 East Broad Street, Suite #302  
Columbus, OH 43205

Dear Mr. Woodruff:

This is to confirm our understanding that no employee in a bargaining unit represented by District 1199, Ohio Health Care Employees Union shall be medically tested by another 1199 bargaining unit employee.

Sincerely,

A handwritten signature in cursive script that reads "N. Eugene Brundige".

N. Eugene Brundige  
Deputy Director

NEB/DSN/aw