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AGREEMENT
BETWEEN THE STATE OF OHIO AND SERVICE EMPLOYEES INTERNATIONAL UNION, DISTRICT 1199, THE HEALTH CARE AND SOCIAL SERVICE UNION, CHANGE TO WIN, CLC

This Agreement is hereby entered into by and between the State of Ohio, Office of Collective Bargaining, (hereinafter referred to as the "Employer"), and Service Employees International Union, District 1199, The Health Care and Social Service Union, Change to Win, CLC, (hereinafter referred to as the "Union").

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.

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 granted by the Ohio Revised Code

which are not specifically provided for or abridged by this Agreement, will be determined by the Ohio Revised Code.

1.01 Mid-Term Contractual Changes

The Employer and the Union have the power and authority to enter into amendments of this Agreement during its term constituting an addition, deletion, substitution or modification of this Agreement. Any amendment providing for an addition, deletion, substitution or modification of this Agreement must be in writing and executed by the President of the Union or designee and the Director of the Department of Administrative Services or designee. Upon its execution, such amendment shall supersede any existing provision of this Agreement in accordance with its terms and shall continue in full force and effect for the duration of this Agreement. All other provisions of this Agreement not affected by the amendment shall continue in full force and effect for the term of this Agreement.

1.02 Memorandum of Understanding Duration

All Memoranda of Understanding, amendments, Letters of Intent, or any other mutually agreed to provisions, shall be reviewed by the Union 1199, the Office of Collective Bargaining, and Agency representatives for determination of their force and effect. Unless otherwise mutually agreed by the parties, those Memoranda of Understanding, amendments, Letters of Intent, or any other mutually agreed to provisions entered into prior to June 1, 2003, shall expire and have no further force and effect upon the expiration of this Agreement, except those which have or do confer an economic benefit.

1.03 Total Agreement

This Agreement represents the entire agreement between the Employer and the Union and unless

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

ARTICLE 2 - UNION RECOGNITION

The Employer hereby recognizes, Service Employees International Union, District 1199, The Health Care and Social Service Union, Change to Win CLC, 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.

The Employer recognizes the integrity of the

bargaining units and will not take action for the sole purpose of eroding the bargaining units.

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. Delegates shall notify their supervisors when working on authorized Union business. The notification shall be given as far in advance as is practical, according to the circumstances.

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 Deputy 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.

The Employer and the Union recognize the value of having an adequate number of delegates to provide representation within their appropriate jurisdiction. The Union further agrees to provide leadership development to its members for the purposes set forth in this Article with the goal of increasing Union participation and member/delegate representation.

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.

Each 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 contract administration training conducted by the Union. The time for the delegate training will be at a time mutually agreeable to the Union and the Agency. The Union's vice-president shall be given ten (10) days administrative leave with pay to attend to his/her duties as an officer.

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.

The Union shall designate no more than twenty (20) bargaining unit members to serve on the negotiating team. Members of the Union negotiating team shall be paid by the Employer for the time spent in negotiations with the Employer as well as for the time spent en route to and from such negotiations, provided that no Union negotiating team member shall receive more than eight (8) hours pay for any single day. At the request of the Union, Union negotiating team members will also be paid for up to three (3) days of negotiations preparations.

It is understood that the Union is in exclusive control of the composition of its committee and may select those State employees, up to twenty (20) who will participate in negotiations. The Union may, on a limited basis, replace or substitute individual committee members as it perceives the need.

3.02 Union Requests for Time Off

All requests for any form of time off from work pursuant to this Article must be made by completing a form or log provided by the Employer. No employee will be granted any time off pursuant to this Article, without completing the form or log prior to the utilization of such time, and securing of permission to utilize such time. The employee shall enter on the form the time the leave commences, and upon returning the employee shall enter the return time. Employees who do not return to their worksite prior to the end of the employees' workday shall complete the form at the beginning of the employees' next workday. Employees who normally work out of the office, will work out an acceptable alternative Union leave request procedure with their supervisor. In the absence of a mutually agreed to form the employee shall use State leave forms.

3.03 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.

3.04 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.

3.05 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.

3.06 Meeting Room Space

Space for meetings or conferences with employees may be provided upon request, when available. The Employer agrees to provide office space in institutions where space is currently provided to other labor organizations to be used for conducting Union business.

3.07 Union Orientation

Where the Employer has a structured employee orientation program, the Union shall be permitted to make a presentation not to exceed thirty (30) minutes in duration regarding the Union. The Employer shall notify the Union of newly hired employees at reasonable intervals, but no later than before a scheduled orientation.

3.08 Mail Service

The Union shall be permitted to use the State inter and intra-office paper mail system. This usage shall be limited to matters that involve the Union and the Employer. It is not to be used for the purpose of mass mailings to membership and/or bargaining unit employees. The Employer agrees not to open employee Union mail when clearly marked as such. Where security is of concern, the mail shall be opened in the presence of the addressee.

When feasible, and where equipment is currently available, Union delegates may utilize electronic mail and/or facsimile equipment solely for contract enforcement and interpretation and grievance processing matters. Such transmissions will be primarily to expedite communication regarding such matters, will be reasonable with respect to time and volume, and limited to communications with the grievant, if any, appropriate supervisors and employee's staff representatives. Long

distance charges which may be incurred must be approved prior to transmission.

ARTICLE 4 - UNION SECURITY

4.01 Dues Deduction

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.

4.02 Religious Accommodation Pursuant to Title VII

An employee may file notice with the Union, at its Central Office, challenging the deduction of dues or fair share fees on the basis of bona fide, sincerely held religious beliefs under Title VII. The notice must contain a current mailing address and the Employee Identification Number of the employee. Upon receipt of said notice, the Union shall notify the Office of Collective Bargaining (OCB) in writing that the dues or fair share fees of the employee are to be withheld, but not remitted to the Union, until further notice. The Union shall forward an "Application for Religious Exemption" to the employee for completion.

The application shall be reviewed for approval within sixty (60) days of receipt. Should the parties be unable, within this time period, to resolve this matter by either a written agreement or withdrawal of the application, the

matter shall be set for arbitration. Similarly situated applications may be scheduled for arbitration collectively. The employee(s) and the Union shall mutually agree upon an Arbitrator, and except as may otherwise be agreed upon, in writing, between the employee and the Union, the arbitration shall be conducted in accordance with this Agreement. If the parties cannot agree to an Arbitrator, then they shall secure a list of seven (7) Arbitrators from FMCS and use the alternative strike method to determine the Arbitrator. The expense of the arbitration shall be borne by the Union.

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

ARTICLE 5 - MANAGEMENT RIGHTS

The Union agrees that all of the function, rights, powers, responsibilities and authority of the Employer, in regard to the operation of its work and business and the direction of its workforce which the Employer has not specifically abridged, deleted, granted or modified by the express and specific written provision of the Agreement are, and shall remain, exclusively those of the Employer.

Accordingly, the Employer retains the rights to: 1) hire and transfer employees, suspend, discharge and discipline employees for just cause; 2) determine the number of persons required to be employed or laid off; 3) determine the qualifications of employees covered by this Agreement; 4) determine the starting and quitting time and the number of hours to be worked by its employees; 5) make any and all rules and regulations; 6) determine the work assignments of its employees; 7) determine the basis for selection, retention and promotion of employees to or for positions not within the bargaining unit established by this Agreement; 8) determine the type of equipment used and the sequences of work processes; 9) determine the making of technological alterations by revising the process or equipment, or both; 10) determine work standards and the quality and quantity of work to be produced; 11) select and locate buildings and other facilities; 12) transfer or sub-contract work; 13) establish, expand, transfer and/or consolidate, work processes and facilities; 14) consolidate, merge, or otherwise transfer any or all of its facilities, property, processes or work with or to any other municipality or entity or effect or change in any respect the legal status, management or responsibility of such property, facilities, processes or work; 15) terminate or eliminate all or any part of its work or facilities.

ARTICLE 6 - NON-DISCRIMINATION

6.01 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 or 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 equal employment opportunity, in regards to job opportunities within the Agencies covered by this Agreement.

6.02 Agreement Rights

No employee shall be discriminated against, intimidated, restrained, harassed, or coerced in the exercise of rights granted by this Agreement.

ARTICLE 7 - GRIEVANCE PROCEDURE

7.01 Purpose

A. The Employer 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. 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.

B. The parties are committed to utilizing all available technologies to ensure prompt and efficient processing of grievances. A Technology Transition Committee, comprised of an equal number of representatives from both Management and the Union, shall be responsible for oversight of an electronic grievance filing, advancement, and

processing system.

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 fine, 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. The grievance may be amended at the Step One (1) meeting.

7.04 Grievance

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 twenty (20) 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 filed at

Step One (1) and pursuant to the provisions of Section 7.06. 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. Written reprimands may be grieved. The decision shall not be advanced past Step One (1). Verbal reprimands shall not be grievable. Employees shall sign indicating receipt of a verbal reprimand and the verbal reprimand shall be placed in the personnel file.

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.

Settlement agreements that require payment or other compensation shall be initiated for payment within two (2) payroll periods following the date the settlement agreement is fully executed. If payment is not received within three (3) pay periods, interest at the rate of one percent (1%) shall accrue commencing the first day after the payment was due, and on the same date of subsequent months.

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 to the extent that the Health Insurance Portability and Accountability Act ("HIPAA") allows. By mutual agreement, the Union and the Agency may waive Step 1 of this procedure.

The following are the implementation steps and

procedures for handling a member's grievance:

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

All complaints not resolved at the supervisory level shall be reduced to writing as a formal grievance within twenty (20) days of the date on which the grievant knew or reasonably should have had knowledge of the event. Grievances submitted beyond the twenty (20) day limit will not be honored. The grievance shall be submitted to the designee on the grievance form and in the manner consistent with the technology component of Section 7.01(B). The designee shall indicate the date and time of receipt of the form. Prior to the grievance meeting with the Agency designee and at the request of either party, attempts may be made to resolve the grievance.

The Agency head or designee shall hold a meeting within forty-five (45) days after the receipt of the grievance. At the Step One (1) meeting, the grievance may be granted, settled or withdrawn, or a response shall be prepared and issued by the Agency head or designee, within fifteen (15) days of the meeting. The 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. The answer shall be consistent with the terms of this Agreement. Once the grievance has been submitted at Step One (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; if available, teleconferencing and videoconferencing may be utilized. Any grievances resolved at Step One (1) shall not be precedent setting at other institutions or agencies unless otherwise specifically agreed to in the settlement. 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.

Step 2 - Arbitration/Mediation/Office of Collective Bargaining

When the Union demands arbitration, such notice shall also serve as a request for mediation unless otherwise designated by the Union. A meeting between the Union and the Office of Collective Bargaining will be held within thirty (30) days of the receipt of the arbitration demand for the purpose of scheduling mediation.

If the grievance is not resolved at Step One (1), not answered timely, or the Step One (1) meeting was not held in accordance with this Article, the Union may demand arbitration by serving written notice of its desire to do so consistent with the grievance advancement mechanism created in accordance with Section 7.01(B) to the Deputy 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 One (1) or date such answer was due. If an Agency fails to schedule a Step One (1) meeting, the Agency waives the procedural timelines for appealing to Step Two (2). OCB shall have sole management authority to grant, modify or deny the grievance.

Either the Office of Collective Bargaining or the

Union may waive mediation and advance a grievance directly to arbitration if that party believes that mediation would not be useful in resolving the dispute. Unless mutually agreed otherwise, if a grievance is scheduled for mediation and no Step One (1) response has been issued, the grievance will go forward at mediation.

The parties shall mutually agree to a panel of arbitrators as set forth in Section 7.07(A). No mediator/arbitrator shall hear a case at both mediation and arbitration unless mutually agreed otherwise. The fees and expenses of the mediator shall be shared equally by the parties.

The mediators may employ all of the techniques commonly associated with mediation, including private caucuses with the parties. The taking of oaths and the examination of witnesses shall not be permitted and no verbatim record of the proceeding shall be taken. The purpose of the mediation is to reach a mutually agreeable resolution of the dispute where possible and therefore representatives of the Agency and the Union will come to the mediation with signature authority for settlement and/or withdrawal. There will be no procedural constraints regarding the review of facts and arguments. Written material presented to the mediator will be returned to the party at the conclusion of the mediation meeting. The comments and opinions of the mediator, and any settlement offers put forth by either party shall not be admissible in subsequent arbitration of the grievance nor be introduced in any future arbitration proceedings.

If a grievance remains unresolved at the end of the mediation meeting, the mediator will provide an oral statement regarding how he/she would rule in the case based on the facts presented to him/her.

The disposition of grievances discussed during the mediation meeting will be listed by the representative

from the Office of Collective Bargaining on a form mutually agreed to by the parties. A copy of the summary shall be provided to the Union within five (5) days.

A Union organizer, grievant and a delegate designated by the Union may be present at the mediation of a grievance. No more than two (2) of the Union representatives present may be on paid leave by the Employer. Each party may have no more than three (3) representatives present at the mediation of a grievance.

The Union may request arbitration of the grievance within sixty (60) days of the date of mediation, but no more than one hundred eighty (180) days of the filing of the grievance. The parties shall conduct an arbitration within sixty (60) days of the date of the arbitration request. The parties agree that there shall be no more than one (1) thirty (30) day continuance requested for arbitration. If a cancellation is initiated by an arbitrator, the arbitration shall be conducted within thirty (30) days of the cancellation. However, grievances involving criminal charges of on-duty actions of the employee, grievants unable to attend due to a disability, or grievances involving an unfair labor practice charge may exceed the time limits prescribed herein. Employees who are terminated and subsequently returned to work without any discipline through arbitration, shall have the termination entry on their Employee History on Computer (EHOC) stricken.

7.07 Arbitration Procedures

A. Arbitration Panel

Within thirty (30) days after this Agreement becomes effective, the Employer and the Union shall select a panel of four (4) arbitrators. The panel shall be assigned cases in rotation order designated by the parties. Each arbitrator/mediator shall serve for the duration of this Agreement unless the

arbitrator/mediator's services are terminated earlier by written notice from either party to the other. The arbitrator/mediator shall be notified of such termination by a joint letter from the parties. The arbitrator/mediator shall conclude his/her services by deciding any grievance(s) previously heard. A successor arbitrator/mediator shall be selected by the parties.

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 forty-five (45) 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. Questions of arbitrability shall be decided by the arbitrator. Once a determination is made that a matter is arbitrable, or if such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the dispute.
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 too many

employees from the same facility have been subpoenaed thereby impeding the ability of the Agency to carry out its mission or inhibit the Agency's ability to conduct an efficient operation, he/she shall make alternate arrangements to hear the testimony.

F. Binding Decisions

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

G. Issues

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

7.08 Non-Traditional Arbitration

The parties agree to utilize a variety of non-traditional arbitration mechanisms. Such mechanisms may include but not be limited to, presentation of argument based on factual stipulations, presentation of argument without factual stipulations, and presentation of more than one case on a given day with bench decisions being orally rendered by the arbitrator. The arbitrator shall issue a written decision to the parties by the end of the hearing day. Decisions issued pursuant to this procedure shall have precedence for individual progressivity purposes only, unless mutually agreed otherwise by the parties.

Where the parties mutually agree, grievances may be identified as being ripe for resolution through such arbitration mechanisms and may be scheduled accordingly. Since the vehicle for resolution is non-

traditional in nature and the traditional notions of proof may not apply, the Union shall present to the Employer a signed waiver by each grievant in disciplinary grievances of more than five (5) day fines or suspension whereby the grievant agrees to be bound by the decision. Except for patient/client related cases, in disciplinary grievances of five (5) day fines or suspension or less, non-traditional arbitration is mandatory, unless mutually agreed otherwise. In disciplinary grievances adjudicated in this forum, there shall be no mediation unless mutually agreed. The Employer and the Union are limited to one (1) witness each in this forum. The grievant, chapter representative and staff representative are all parties to the proceeding; however, testimony will be limited to either the grievant or the Union witness. The arbitrator may ask questions of the witness or the grievant.

The Union and Office of Collective Bargaining may jointly decide to take issue grievances to non-traditional arbitration.

7.09 Representation

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

7.10 Miscellaneous

A. Extensions and Mutual Agreement

By mutual consent, the Employer and the Union may alter any of the procedures set forth in the Article.

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. 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 an employee refuses or fails to attend a mediation, a non-traditional arbitration or an arbitration, the Union must, except in extraordinary circumstances, proceed with the hearing or have the right to withdraw the grievance. 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.

B. Hearing Waiver

By mutual consent the Employer and the Union may waive a hearing and submit the issue solely on written materials.

C. Alternative Means of Holding Grievance Meetings

Where available, speakerphone and/or teleconferencing may be utilized for the purpose of conducting grievance meetings.

7.11 Grievance Forms

Grievance forms mutually agreed to by the Employer and the Union may be obtained from a designated source at each Agency and/or the Union delegate or by a means mutually agreed upon in accordance with Section 7.01(B).

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. A fine in an amount not to exceed five (5) days pay
D. Suspension
E. Removal

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

The employee's authorization shall not be required for the deduction of a disciplinary fine from the employee's paycheck.

If a bargaining unit employee receives discipline, which includes lost wages or fine, the Employer may offer the following forms of corrective action:

1) Actually having the employee serve the designated number of days suspended without pay; or receive only a working suspension, i.e., a suspension on paper without time off; or pay the designated fine or;
2) Having the employee deplete his/her accrued personal leave, vacation, or compensatory leave banks of hours, or a combination of any of these banks under such terms as may be mutually agreed to between the Employer, employee, and the Union.

The employee is not required to accept the Employer's option to issue a working suspension or leave depletion set forth in items 1 and 2 above.

8.03 Pre-Discipline

Prior to the imposition of a suspension or fine of more than three (3) days, or a 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.

In the event an employee refuses or fails to attend a pre-disciplinary meeting, a delegate and/or organizer shall represent in the matter at hand. Where the affected employee is on disability, or applying for disability, and is unable or unwilling to attend the meeting, he/she shall be offered the right to participate by telephone. The call shall be initiated via speakerphone in the presence of the delegate and Employer representative or designee. Failure of the employee to respond to the offer or phone call shall result in the meeting proceeding without his/her presence. Any action resulting from said meeting shall not be challengeable on the basis of the employee’s absence or lack of participation.

8.04 Investigations

Upon an employee’s inquiry to the Agency’s Labor Relations or Human Resources Department and provided there are no extenuating circumstances, the Employer will inform the employee of the status of an investigation of which the employee is a subject.

ARTICLE 9 - PROBATIONARY PERIODS

9.01 Initial Probationary Period

All newly hired employees shall serve a probationary period of one hundred eighty (180) days, except where the Union agrees to classification specifications which indicate a probationary period of more than 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.

The probationary period for all employees in the

Departments of Rehabilitation and Correction and Youth Services will commence when the employee completes the initial period of training at the Correction Training Academy or the Department of Youth Services Training Academy. Periods worked by such employees prior to attending such training shall be credited toward the probationary period.

9.02 Promotion, Demotion, and Lateral Transfer Probationary Period

A. Promotions and Lateral Transfer to a Different Classification

Any employee awarded a promotion or lateral transfer to a different classification as defined in Article 30 will serve a probationary period of one hundred eighty (180) days. During a lateral transfer to a different classification or promotional probationary period, the Employer maintains the right to place the employee back in the classification that the employee held previously if the employee fails to perform the job requirements of the new position. 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.

B. Lateral Transfer within the Same Classification or Demotion

Where a single classification involves work which varies substantially among different positions within the classification or where an employee is demoted as defined in Article 30, the Employer may require employees who are laterally transferred in the same classification or demoted to serve a trial period equal to one-half of the regular probationary period for the classification. During a lateral transfer or demotion trial period, the employee may elect to return to his/her previous position or, if the employee fails to perform the job requirements of the new position to the Employer's satisfaction, the Employer may place the employee back in the position the employee previously held.

C. Inter-Agency Transfer

Employees who accept an inter-Agency transfer pursuant to Article 30, shall serve an initial probationary period. If the employee fails to perform the job requirements of the new position to the Employer's satisfaction, the Employer may remove the employee. The employee has the right to grieve such decision. Upon mutual agreement, the releasing Agency may agree, in writing, to allow the employee to return to a mutually agreed upon classification. The employee does not have the right to grieve the releasing Agency's refusal to consider allowing the employee to return to the releasing Agency. Such agreement shall take precedence over any other Section/Article of this Agreement. An employee who is returned to the releasing Agency by mutual agreement shall serve an initial probationary period. If the employee fails to complete the probationary

period served upon return to the releasing Agency, the Employer may remove the employee and the employee has no right to grieve such decision.

Employees who accept an inter-Agency transfer to a position with a higher pay range than that currently held by the employee, shall be placed in the step to guarantee an increase of approximately four percent (4%). Employees who accept an inter-Agency transfer to a position in the same pay range currently held by the employee, shall be placed in the same step of the pay range. Employees who accept an inter-Agency transfer to a position in a lower pay range than that currently held by the employee, shall be placed in the step closest to but not to exceed the step currently held by the employee. The employee, at his or her option, may transfer leave balances except for compensatory time.

D. Cross-Collective Bargaining Agreement Rights

Employees who are in a classification outside of those covered by this Collective Bargaining Agreement and who accept a position in a classification covered by this Collective Bargaining Agreement shall serve an initial probationary period. If the employee fails to perform the job requirements of the new position to the Employer's satisfaction, the Employer may remove the employee. The employee may not challenge such removal.

9.03 Extension of Trial or Probationary Period

A longer trial or probationary period may be served by the employee if mutually agreed to by the Agency and the Union.

Where an employee is on any type of leave for a period of two weeks or longer, an employee's trial or probationary period may be extended for the duration of the absence. For example, disability leave,

adoption/childbirth, or any other leaves of fourteen (14) consecutive days or longer shall not be counted toward the employee's initial or promotional trial or probationary period.

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, except that those employees who have less than 80 hours in an active pay status in a pay period shall be credited with a prorated amount of leave according to the following schedule:

Length of State Service	Accrual Rate: Hours Earned Per 80 Hours in Active Pay Status Per Pay Period
Less than 4 years	3.1 hours
4 years or more	4.6 hours
9 years or more	6.2 hours
14 years or more	6.9 hours
19 years or more	7.7 hours
24 years or more	9.2 hours

Employees may use their accrued leave at the completion of their probationary period.

Employees who provide valid documentation to their Agency's Human Resources department shall receive credit for prior service with the State, the Ohio National Guard, or any political subdivision of the State for purposes of computing vacation leave in accordance with ORC 9.44. This new rate shall take effect starting the pay period immediately following the pay period that includes the date that the Department of Administrative Services processes and approves their request. Time spent concurrently with the Ohio National Guard and a state

Agency or political subdivision shall not count double.

An employee who has retired in accordance with the provisions of any retirement plan offered by the State and who is employed by the State on or after July 1, 1994, shall not have his/her prior service with the State or any political subdivision of the State counted for the purpose of computing vacation leave. All employees currently receiving credit for service time prior to July 1, 1994, shall continue to receive service credit for such time. The accrual rate for any employee who is currently receiving a higher rate of vacation accrual will not be retroactively adjusted. All previously accrued vacation will remain to the employee's credit. The prospective accrual rate will be adjusted effective with the pay period that begins June 26, 1994.

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 but no more than eighty (80) hours in a pay period.

Annual Rate of Vacation	Accumulation Maximum
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.

When an emergency exists, in the sole and exclusive opinion of the Employer, all leaves including vacations may be canceled. If an employee is called to work from a scheduled vacation leave period, the employee will have the right to take the vacation leave at a later time and will be paid at time and one-half for the time the employee is in on-duty status. The employee shall also be reimbursed for any cost incurred as a result of canceling or returning from his/her vacation upon submission of appropriate evidence.

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. Employees separating from employment with less than six (6) months total service will not be paid for any accrued vacation.

10.06 Transfer of Vacation Leave

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

10.07 Death of an Employee

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

10.08 Leave Availability

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

ARTICLE 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 other day proclaimed as a holiday by the Governor of the State of Ohio or the President of the United States.

A holiday falling on a Sunday will be observed on the following Monday, while a holiday falling on a Saturday will be observed on the preceding Friday. In facilities that operate on Saturday and/or Sunday, and

where employees' work week is other than Monday through Friday, the holiday will be observed on the day on which it falls.

11.02 Holiday Pay

Full-time employees 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 ten (10) hour day will receive ten (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 scheduled sick or vacation leave, the employee shall not be charged for sick leave or vacation for the holiday. The following provision shall only apply to the following holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, and Christmas Day. Employees in classifications identified by the Employer as normally requiring overtime to cover an absence and who are scheduled to work and call off sick the scheduled day before, the day of, or the scheduled day after a holiday shall be charged sick leave and shall forfeit their right to holiday pay, unless there are documented, extenuating circumstances which prohibit the employee from reporting for duty. If the employee works a shift between his/her scheduled shift before or after the holiday, the employee does not forfeit his/her holiday pay;

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 shall receive four (4) hours of pay for each holiday.

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 in the first earnings statement which the employee receives after 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. Proration 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.

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

Personal leave not used may be carried forward or paid at the employee's option. Payment shall be made in the first pay received in December. 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.

12.10 Leave Availability

Newly accrued personal leave is not available for use until it appears on the employee's earnings statement and on the date the funds are made available.

ARTICLE 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.

D. “Immediate family” is defined as spouse, domestic partner, child, step-child, grandchild, parents, stepparents, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, great grandparents, brother, sister, step-siblings, brother-in-law, sister-in-law, or legal guardian or other person who stands in the place of a parent.

13.02 Leave Accrual

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

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.

Employees that are on approved leave of absence or receiving Workers’ Compensation benefits shall be credited with those sick leave hours which they normally would have accrued upon their approved return to work.

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. Newly accrued sick leave is not available until it appears on the employee’s earnings statement and on the date the funds are made available.

13.04 Compensation for Charged Sick Leave

Compensation for charged sick leave accumulated and credited shall be at the rates specified below with the effective date of this Agreement. A new usage period will begin each year of the Agreement with the paycheck that includes December 1st.

Hours Used	Percent of Regular Rate
1-36 sick leave	100%
36.1 plus sick leave	70%

Any sick leave used during the 36.1 to 72 hours will be paid at 100% when the sick leave usage is for the employee, the employee's spouse, or child residing with the employee for: 1) time spent hospitalized overnight or hospitalized at the direction of their physician or for those hours of sick leave used before or after the hospital stay that are contiguous to the hospital stay; 2) time spent in outpatient surgery or for those hours of sick leave used before or after the outpatient surgery that are contiguous to the outpatient surgery. Sick leave requested for prescheduled medical appointments requested twenty-one (21) calendar days in advance may be supplemented at the employee's request to 100% of pay with available sick leave balances provided that a doctor's statement is submitted on the first day the employee returns to work following the absence. The employee must indicate the desire to supplement sick leave balances on the leave request. In the event this paragraph is found to violate the FMLA or any other State or Federal law or regulation or the implementation of such will adversely affect the provisions of this Article, the parties agree that this paragraph will be null and void.

Any sick leave utilized in excess of seventy-two (72) hours in any usage period shall be paid at one hundred

percent (100%).

Employees may elect to utilize sick leave to supplement an approved disability leave, workers' compensation claim or childbirth adoption leave pursuant to Articles 15 and 26. Sick leave used for these supplements shall be paid at a rate of 100% notwithstanding the schedule previously specified.

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

It is the policy of the State of Ohio to not unreasonably deny sick leave to employees when requested. It is also the policy of the State to take corrective action for unauthorized use of sick leave and/or abuse of sick leave. It is further the policy of the State that when corrective and/or disciplinary action is taken, it will be applied progressively and consistently.

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.

Agencies may place employees on physician verification pursuant to the Agency policy. 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

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

Number of Hours Subject to Cash Conversion	Percent of Regular Rate
72	75%
64 to 71.9	70%
56 to 63.9	65%
48 to 55.9	60%
47.9 and less	55%

The payment shall be paid in the first pay received in December of each year of the Agreement. An employee not exercising a choice will automatically have the hours carried forward.

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-five percent (55%) for retirement separation and fifty percent (50%) for all other separations provided he/she has completed at least one (1) year of state service prior to separation, and that the conversion occurs within three (3) years of 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.

13.10 Leave Donation Program

Employees may donate paid leave to a fellow employee who is otherwise eligible to accrue and use sick leave and is employed by the same Agency. The intent of the leave donation program is to allow employees to voluntarily provide assistance to their co-workers who are in critical need of leave due to the serious illness or injury of the employee or a member of the employee's immediate family. The definition of immediate family as provided in rule 123:1-47-01 of the Administrative Code shall apply for the leave donation program.

A. An employee may receive donated leave, up to the number of hours the employee is scheduled to work

each pay period, if the employee who is to receive donated leave:

1. Or a member of the employee's immediate family has a serious illness or injury;
2. Has no accrued leave or has not been approved to receive other state-paid benefits; and
3. Has applied for any paid leave, workers' compensation, or benefits program for which the employee is eligible. Employees who have applied for these programs may use donated leave to satisfy the waiting period for such benefits where applicable, and donated leave may be used following a waiting period, if one exists, in an amount equal to the benefit provided by the program, i.e. fifty-three and six tenths hours (53.6) per pay period may be utilized by an employee who has satisfied the disability waiting period and is pending approval, this is equal to the sixty-seven percent (67%) benefit provided by disability.

B. Employees may donate leave if the donating employee:

1. Voluntarily elects to donate leave and does so with the understanding that donated leave will not be returned;
2. Donates a minimum of eight (8) hours; and
3. Retains a combined leave balance of at least eighty (80) hours. Leave shall be donated in the same manner in which it would otherwise be used except that compensatory time is not eligible for donation.

C. The leave donation program shall be administered on a pay period by pay period basis. Employees using donated leave shall be considered in active pay status and shall accrue leave and be entitled to any benefits

to which they would otherwise be entitled. Leave accrued by an employee while using donated leave shall be used, if necessary, in the following pay period before additional donated leave may be received. Donated leave shall not count toward the probationary period of an employee who receives donated leave during his or her probationary period. Donated leave shall be considered sick leave, but shall never be converted into a cash benefit.

D. Employees who wish to donate leave shall certify:
   1. The name of the employee for whom the donated leave is intended;
   2. The type of leave and number of hours to be donated;
   3. That the employee will have a minimum combined leave balance of at least eighty (80) hours; and
   4. That the leave is donated voluntarily and the employee understands that the donated leave will not be returned.

E. Appointing authorities shall ensure that no employees are forced to donate leave. Appointing authorities shall respect an employee's right to privacy, however appointing authorities may, with the permission of the employee who is in need of leave or a member of the employee's immediate family, inform employees of their co-worker's critical need for leave. Appointing authorities shall not directly solicit leave donations from employees. The donation of leave shall occur on a strictly voluntary basis.

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. Leave for full or part-time

employees must begin within five (5) calendar days of the date of death of the family member or the date of the funeral.

The Employer may grant vacation, sick leave or personal leave to extend the bereavement leave.

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, step-child, step-parent, step-siblings, great-grandparents, aunt, uncle, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, or legal guardian or other person who stands in the place of a parent.

In the event an infant child dies while an employee is using Adoption/Childbirth leave for that infant, Adoption/Childbirth leave terminates on the date of the death. Requested bereavement leave may begin on the day following the death of the child. Bereavement leave will be granted in the case of a stillbirth conditioned upon the tendering of a death certificate.

ARTICLE 15 - DISABILITY LEAVE

15.01 Disability Program

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

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

B. To be eligible for disability leave benefits, an

employee must be: (1) in active pay status or approved sick leave, (2) on approved disability leave, (3) on approved leave of absence without pay for personal medical reasons or (4) disability separated. Employees alleging conditions precluded by OAC 123:1-33-03 are not eligible for disability benefits, unless the exceptions of the section are met. An application for disability benefits based on a diagnosis of a mental disorder, including but not limited to, psychosis, mood disorders, and anxiety, must be confirmed by a licensed mental health provider authorized by the Employer's mental health administrator. Where the initial application is accompanied by the opinion of such provider, it shall be processed accordingly. However, where the diagnosis is submitted by any other medical professional, the Employer shall make expeditious arrangements for the required examination by the licensed mental health provider. Approval of the application will be contingent upon receipt of substantiation from such provider. In the event the examination is outside the parameters of the employee's mental healthcare plan, the cost of the examination shall be borne by the Employer.

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

D. Disability benefits will be paid at sixty-seven percent (67%) of the employee's base rate of pay up to a lifetime maximum of twelve (12) months. The lifetime maximum of twelve (12) months began with any new claim filed on or after March 1, 2006.

E. Employees will participate in transitional work programs mutually agreed to by the parties and as provided for in the applicable administrative rules. The Employer agrees that transitional work programs will not violate the provisions of the Family and Medical Leave Act.

F. Pursuant to OAC rule 123:1-33-03, employees who have been denied Workers' Compensation lost time benefits for an initial claim, may file an application for disability leave benefits within twenty (20) days from the notification by the Bureau of Workers' Compensation of the denial of an initial claim.

G. Disability separations shall be made pursuant to OAC 123:1-30. The Employer's decision to disability separate an employee or to deny reinstatement from an involuntary disability separation shall not be grievable but shall be exclusively subject to appeal through the State Personnel Board of Review (SPBR).

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

abeyance, DAS shall notify the employee, by regular and certified mail, that the disability payments shall not be processed until the completion of the investigation. An investigatory interview pursuant to Section 8.03 of the Collective Bargaining Agreement shall be scheduled no more than thirty (30) days after the Agency files the investigation for possible discipline with DAS. The matter shall then be subject to the constraints of Article 8 of the Collective Bargaining Agreement. Upon completion of the investigatory interview, or the thirty (30) day period, payments may be made, providing the application qualifies for eligibility. However, if the investigation cannot be completed as a result of the employee's absence, the investigatory interview shall be cancelled and the application shall be denied. Said denial shall not prevent the submission of a new application, subject to the above same requirements. This Section shall not be applicable where the absence, and subsequent disability, is the result of hospitalization for more than five (5) days for a serious medical condition. If an application for disability benefits is pending and/or has been approved prior to the initiation of the investigation, this Section shall not be applicable.

15.02 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.

15.03 Disability Review

The Employer shares the concern of the Union and employees over the need to expeditiously and confidentially process disability leave claims.

The Employer and the Union shall review such concerns as time frames, paper flow, and possible

refinement of procedural mechanisms for disability claim approval.

15.04 Insurance Providers and Third Party Administrators

In the event that the administration of the disability program is conducted by a private insurance carrier or a third party administrator the administration shall be conducted in accordance with insurance industry underwriting procedures and standards without reducing benefits or eligibility requirements as provided in this Agreement.

The Employer reserves the right to contract with a licensed mental health adjudicator to evaluate and approve or disapprove applications for disability leave based on any form of mental disorder as provided in Section 15.01.

ARTICLE 16 - SERVICE CONNECTED INJURY AND ILLNESS

16.01 Salary Continuation for Workers' Compensation Claims

Salary continuation is the uninterrupted payment of a permanent employee's total rate of pay not to exceed four hundred and eighty (480) hours per Workers' Compensation claim. An employee who incurs physical injuries or other disabilities in the performance of and arising out of State employment, and is not eligible for OIL, may be eligible for salary continuation. To be eligible, the employee must 1) follow his/her Agency's accident reporting guidelines, 2) be evaluated by an Approved Physician, as defined in Appendix C, to determine if the injuries have so disabled the employee that the essential functions of his/her position cannot be performed, 3) show that the Employer is currently unable to provide an appropriate transitional work assignment, and 4) apply for Workers' Compensation benefits within

twenty (20) days of the incident.

Effective for dates of injury occurring on or after November 1, 2009, an employee will be eligible for salary continuation. The salary continuation will end when (1) the 480 hours is exhausted; (2) the treating physician opines that it is no longer medically necessary for the employee to be off work; (3) the employee's Workers' Compensation claim is denied by the Bureau of Workers' Compensation (BWC); (4) the Industrial Commission (IC) determines that the employee has reached Maximum Medical Improvement; (5) or the employee is disqualified from receiving Workers' Compensation benefits, whichever occurs first. Salary continuation will end if the employee is no longer in the state service or has been voluntarily or involuntarily disability separated. Salary continuation will end if the employee accepts Workers' Compensation temporary total disability benefits. Employees who receive OIL benefits are not eligible for salary continuation arising out of the same incident or injury. Any requests for additional allowances to a claim shall be approved by BWC prior to requesting payment of additional salary continuation subject to the 480 total hours limit.

No charge will be made to the employee's accumulation of sick leave during the period the employee receives salary continuation. An employee on salary continuation shall accrue sick leave and personal leave but shall not accrue vacation leave. The employee is not eligible to use leave balances while receiving salary continuation. Additionally, the employee shall not be eligible for any other paid leaves, including holiday pay and those leaves under Articles 14, 15 or 26, while receiving salary continuation. Employees receiving salary continuation are in active pay status.

If the employee's Workers' Compensation claim is

denied by BWC or if the employee is disqualified from receiving Workers' Compensation benefits, the employee must, after all administrative appeals have been exhausted, either substitute the use of paid sick, vacation, or personal leave, or repay the Employer any salary continuation received during the period of time from the date of injury until the final administrative determination on the claim has been made. The Agency will work with the employee to determine if leave will be deducted and/or to set up a repayment procedure.

An employee may elect to take leave without pay, in lieu of salary continuation, 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 in lieu of salary continuation pending determination of a Workers' Compensation claim arising from employment with the State of Ohio, the Employer shall allow the employee to buy back those leave balances within two (2) pay periods after the Workers' Compensation benefits are received by the employee, 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 benefits in order to receive up to one hundred percent (100%) of the employee's regular rate of pay.

16.03 Occupational Injury Leave

Employees of the Department of Mental Health, the Department of Developmental Disabilities, the Department of Veterans Services, Schools for the Deaf

and Blind, the Department of Rehabilitation and Correction, and the Department of Youth Services shall be eligible up to a maximum of nine hundred sixty (960) hours of Occupational Injury Leave per claim with pay at total rate. (See Appendix C) Where an aggravation of a pre-existing condition is alleged, the BWC/IC will determine if the injury results in a new claim or a continuation of an existing claim. Employees receiving OIL are in active pay status.

16.04 Transitional Work Programs

Agencies and the Union may mutually develop transitional work programs designed to encourage a return to work by an employee receiving Salary Continuation, Workers' Compensation benefits or Occupational Injury Leave (OIL). During the time an employee is in a transitional work program, the employee will be assigned duties which the employee is capable of performing based upon the recommendation of the employee's attending physician. Upon request of the Employer, employees must participate in the transitional work program unless precluded from participation by their attending physician. An employee may request to participate in the transitional work program. If a permanent employee is given a transitional work assignment with less than his/her regularly scheduled hours, the employee may use any remaining OIL or salary continuation hours to supplement up to the amount of his/her regularly scheduled hours.

A full-time permanent employee on a transitional work assignment equivalent to his/her regularly scheduled hours who has continuing treatment related to his/her OIL or Workers' Compensation claim must first, attempt to schedule the appointment during non-working hours. Second, if the employee is unable to schedule the appointment during non-working hours, the employee

must work with the Employer to flex his/her schedule to accommodate the appointment. Third, after the first two options have been exhausted, the employee may use any remaining OIL or salary continuation hours to attend the appointment, not to exceed one (1) hour per appointment, with a maximum of three (3) appointments per week.

If the employee refuses to participate in the Transitional Work Program while receiving salary continuation or OIL, the salary continuation or OIL benefit will end and the Employer can seek repayment or substitution of paid leave from the employee for any OIL or salary continuation received during the time the employee was capable of participating in the program. The Agency will work with the employee to determine if leave will be deducted or to set up a repayment procedure.

16.05 Implementation

The Union will have one (1) representative on a committee formed for the purpose of formulating and maintaining the approved physician list pursuant to Appendix C(I)(c). The committee will have equal numbers of Union and management representatives. Committee members who are State employees will receive time off with pay at total rate for committee business.

In the event no approved physician list is available for the employee's area, that requirement shall be waived. Issues related to the utilization of the approved physician list will be within the province of the committee.

ARTICLE 17 - GROUP HEALTH INSURANCE

The Employer shall provide a comprehensive health care insurance program for all permanent full-time and part-time employees who shall have the right to choose among any qualified health plans which are available in their area. Health Plan characteristics and benefits shall

be as provided in the Employer's Agreement with the Ohio Civil Service Employees Association (hereinafter OCSEA).

Regardless of the plan, employees will pay fifteen percent (15%) of the premium and the Employer will pay eighty-five percent (85%) of the premium; however for any alternative plans offered pursuant to the Agreement with OCSEA, the employees' premium share will be determined by the Director of DAS, but will not exceed fifteen percent (15%) of the premium. For an HMO health plan, the Employer will pay the lesser of 1) eighty-five percent (85%) of the HMO single and family rates or 2) eighty-five percent (85%) of the Ohio Med PPO single and family rates. The Employer's premium share shall be paid on behalf of full-time and part-time employees as provided in the Employer's Agreement with OCSEA.

Employees who include a spouse as a dependent for healthcare coverage shall pay a surcharge of $12.50 per month in addition to the family premium.

Eligibility provisions for employees enrolling in State provided health care plans shall remain the same as those in effect in the Employer's Agreement with OCSEA. The Employer reserves the right to perform dependent eligibility audits upon recommendation of the Joint Health Care Committee. Health care costs paid on behalf of ineligible dependents will be subject to recovery. Deductibles, co-payments, and other plan design provisions for all benefit programs shall be the same as those prescribed in the Employer's Agreement with OCSEA.

Every year the Employer shall conduct an open enrollment period, at which time employees shall be able to enroll in a health plan, continue enrollment in their current plan, or switch to another plan, subject to plan availability in their area. The timing of the open

enrollment period shall be established by the Director of the Department of Administrative Services (DAS), in consultation with the Joint Health Care Committee. Changes outside of open enrollment may only occur as prescribed in the Employer's Agreement with OCSEA. Open Enrollment Fairs shall be held in accordance with Employer's Agreement with OCSEA.

There shall be established a Joint Health Care 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 care plans, and to make recommendations for the improvement of the plans and cost containment procedures.

The Employer shall provide funding for dental, vision and the life benefits as described in Article 21 of the Employer's Agreement with OCSEA and the Union's Benefits Trust. Employee health insurance payments will be deducted from every paycheck.

In the event an employee is receiving disability leave or 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 leave, but not beyond two (2) years. Employees receiving Occupational Injury Leave (OIL) or Salary Continuation shall continue to be responsible for the employee's regular share of the health insurance premium while receiving said benefits. In the event OIL, Hostage Leave, or Salary Continuation terminates within a pay period and the employee is eligible for temporary total benefits for the remaining period, the employee's share of the health insurance premium shall be borne by the Employer.

ARTICLE 18 - LIFE INSURANCE

18.01 Amount

The Trust shall offer life insurance benefits to eligible full-time and part-time employees upon an employee's completion of one (1) year of continuous State service. The Trustees shall be responsible for establishing rules, regulations, and definitions of eligibility concerning Trust provided benefits for its participants and shall have fiduciary responsibility for the administration of the Trust pursuant to the Trust Agreement and the laws of the State of Ohio.

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, 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 two (2) 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 (2) 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.

18.06 Benefits Trust

The benefits of this Article shall be administered by the Union Benefits Trust. In the event benefit plans are extended to non-state employee groups, the Trust will establish appropriate separate accounting practices to clearly identify fund impacts. Except for established payroll deductions for programs and organizations in effect on the effective date of this Agreement, along with any deductions, no additional payroll deductions for dues, fees or contributions shall be provided to any individual or organization without the prior written consent of the Union and the Employer.

18.07 Voluntary Supplemental Benefit Plans

The only voluntary supplemental benefit plans offered to State employees whether provided through insurance or otherwise will be those selected via a state-administered request for proposal process or pursuant to the Union Benefits Trust. Only those employees enrolled in a voluntary supplemental benefit plan on the effective date of this Agreement that was not selected pursuant to this paragraph may continue to participate in such program.

ARTICLE 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 - OHIO 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 Ohio 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 sign appropriate releases of information only to the extent required to enable the Ohio EAP staff to provide the Employer with regular reports as to the employee's continued participation and success in the treatment program.

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, travel time from an employee of the Adult Parole Authority or a field employee's house to a work location, which is other than the normal report in location, shall not be paid for the first twenty (20) miles to and from such location or the distance from the employee's house to the normal report in location, whichever is less. Travel time after this exception shall be considered as work time with pay. For the purpose of this Article, a field employee is defined as an 1199 employee who on a regular, routine, and predictable basis works eighty percent (80%) or more hours on average in a travel status. All non-field employees shall follow the commuter offset requirement. 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. Actual mileage shall be paid to field employees and employees of the APA, and there shall be no standard mileage from place to place.

21.02 Personal Vehicle

All non-field employees shall follow the commuter offset requirement as outlined in the Office of Budget and Management's (OBM) Travel Policy. If the Agency requires the employee to use his/her personal vehicle the Agency shall reimburse the employee with a mileage allowance set by the Director of the Office of Budget and Management (OBM). The mileage allowance shall not be set less than forty-five ($.45) cents per mile nor greater

than the Internal Revenue Service's rate but if the Internal Revenue Service's rate is reduced to an amount lower than forty-five ($.45) cents, the rate will be set at the Internal Revenue Service's rate. OBM will examine the mileage allowance quarterly. When the mileage allowance is changed, the Director of OBM shall provide the Union with notice and a rationale for the change. The mileage allowance for bargaining unit employees shall not be set at a rate lower than the mileage allowance for exempt employees.

All employees shall receive travel reimbursements via direct deposit. Employees shall authorize the direct deposit of the travel reimbursement into the same financial institution in which the employee's paycheck is deposited or execute the required documentation to authorize the direct deposit into a financial institution designated by the Board of Deposits for the benefit of the employee.

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

If the Agency head or designee requires an employee to stay overnight, the employee shall be reimbursed actual cost up to the rate set by the U.S. General Services Administration plus tax per day for actual lodging expenses incurred. The employee shall receive a per diem rate for meal expenses and other incidentals incurred at the rate set by the U.S. General Services Administration, prorated in accordance with the regulations of the Office of Budget and Management (OBM). The Agency may require receipts or other proof

of expenditures before providing reimbursement, except for meals and incidentals.

An employee required to travel in-state more than forty-five (45) miles from both his/her headquarters and residence 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. The employee will receive reimbursement pursuant to the provisions of this section for expenses incurred in accordance with guidelines established by the Office of Budget and Management, or may commute and receive reimbursement for actual mileage but not to exceed the lodging rate set by the U.S. General Services Administration for the travel destination. An employee shall be required to stay overnight if the distance of the commute is greater than the distance established by the Vehicle/Reimbursement Committee per Section 21.10. If the Employer provides lodging and/or meals, including, but not limited to pre-service, in-service and training, and the employee chooses to commute, the employee incurs any costs associated with pre-paid lodging and only receives one round trip of mileage reimbursement per week. Employees choosing to commute shall not be eligible for meal reimbursement and shall not have travel time counted as time worked. In the event of unforeseen circumstances which dictate operational need, the Employer may require employees to stay overnight.

21.05 Travel Reimbursement

Employees who travel are required to submit their request for reimbursement within sixty (60) days of the last date of travel. The timeframe may be extended if mitigating circumstances exist, but in no case may exceed ninety (90) days.

The State is discontinuing the State credit card program. No new State credit cards will be issued.

Employees currently holding State credit cards are permitted to maintain them. The 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. In the event an employee receives a corrective counseling or any discipline in regards to travel requests being submitted beyond the established timeframe, and the Agency fails to reimburse the employee in connection to this request within thirty (30) days, any corrective counseling or discipline issued shall be immediately voided and removed from the employees file. Any corrective counseling or discipline issued for late travel submission prior to the ratification of this agreement, that meets the above criteria, shall be voided upon ratification.

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,

and additional vehicles based upon the number of offender transports and other demonstrated needs, 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.

21.08 Transportation Reimbursement

Employees who, during the course of their normal duties, are required to actually transport clients/consumers/felons in their own personal vehicle on a regular basis, are eligible for reimbursement for the cost of an automobile rider to their existing insurance policy. To be eligible for the reimbursement, the employee must demonstrate the following:

1. That he/she is normally required to transport clients/consumers/felons in the course of their duties.
2. That there is no access to or available State vehicles.
3. That public transportation cannot be used.
4. That their insurance company requires a special rider on their existing automobile policy.
5. Proof that such a rider has been purchased.
6. Proof of a valid driver's license and insurance policy.

By receiving such reimbursement, employees acknowledge that they may be required to use their own personal vehicle to transport clients/consumers/felons in the normal course of their duties.

The reimbursement to such employee(s) is the actual cost of the rider not to exceed seventy-five dollars ($75) per year whichever is less. This reimbursement will be paid on a yearly basis in the pay period that includes July

1st. Employees who either resign, retire, or have their employment terminated during the year and employees who start during any part of the year will have the reimbursement prorated. In the case of employees who either retire, resign, or have their employment terminated will have that portion of the reimbursement repaid to the State, in the last paycheck.

21.09 State Vehicles

Assignment of available State vehicles shall be an appropriate topic for the Agency Professional Committee (APC). The committee shall make a recommendation looking for the most cost effective methodology. If the Agency Director or Designee modifies the recommendation of the APC, an explanation must be provided. Re-evaluation of assignments should be reviewed quarterly

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, through the administration by the Department of Administrative Services (DAS), the tuition reimbursement, seminar workshops and conference fund. Agencies and employees shall follow the program guidelines as outlined by DAS and the Union. The fund will make available $450,000 in each fiscal year for fees and expenses for attendance at seminars, workshops, conferences and for tuition reimbursement. Subject to the limitations of the fund, each employee shall be eligible for an amount not to exceed three thousand ($3,000) dollars. During the term of this collective bargaining agreement, the Employer will explore options for implementing a voucher system for seminars and conferences. The Employer will also explore options for the electronic submission and approval of reimbursement requests. If implementation is feasible, the Employer will

discuss these systems with the Union, prior to implementation, at the Statewide Agency Professional Committee.

During the term of this collective bargaining agreement, any unused and available portion of the $450,000 that remains at the end of the fiscal year shall be carried over and added to the $450,000 available in the next fiscal year for fees and expenses for attendance at seminars, workshops, conferences and for tuition reimbursement. Any unused and available portion of the $450,000 that remains at the end of the third year of the collective bargaining agreement shall be a topic for discussion for future negotiations.

The Employer will provide quarterly reports to the Union that outline the balance of the tuition reimbursement, seminar and conference fund. Additionally, the Employer will put the Union on notice if, and when, the balance drops below $100,000.

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, workshops 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, workshop, and conference fund

established by the Employer. Requests to attend seminars, workshops and conferences, or for tuition reimbursement shall not be unreasonably delayed by the agencies.

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.

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 tenth (1/10) of the employee's normally scheduled hours per week, unless otherwise agreed to by the Agency. Any time beyond this

amount shall be without pay, unless specifically approved by the Agency. If time off for classes is denied, the Employer shall provide a response with the Employer's reason for denial. Grievances on this issue shall only be advanced through the Non-Traditional Arbitration procedure.

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. It is the responsibility of the employee to maintain the appropriate CEU credits required for licensure. If an Agency does not provide in-house CEU credits, the Employer shall give employees adequate time off to obtain CEU credits to maintain a licensure that is required by the employee's position description or classification specification. If the licensure held by the employee is not required by the position description or classification specification, time off for CEU credits will be at the Employer's discretion. 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 location at the same time. Employees shall attempt to schedule such time so as not to interfere with the operational needs of the Employer.

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. If time off for classes is denied, the Employer shall provide a response with the Employer's reason for denial. Grievances on this issue shall only be advanced through the Non-Traditional Arbitration procedure.

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. Agencies through their Agency Professional Committees may discuss and implement, by mutual agreement, alternative work schedules, and other flexible scheduling arrangements to help with the recruitment/retention of nurses. Agencies will file a report with the Office of Collective Bargaining once a year as specified in Section 43.11(C).

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
65344	Psychiatric Physician
65371	Psychiatrist

Compensatory time 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, to the qualified employees 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/or 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. This policy shall not apply to overtime work which is specific to a particular employee's claim load or specialized work assignment or when the incumbent is required to finish a work assignment.

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 total rate of pay, as defined by Section 43.01, for each hour of such time. Total rate of pay includes the base rate plus longevity, all applicable supplements, and shift differential where applicable.

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 to a maximum of eighty (80) hours in any pay period.

E. Compensatory time is not available for use until it appears on the employee's earnings statement and on the date the funds are made available.

F. Upon termination of employment, an employee shall be paid for unused compensatory time at a rate which is the higher of:
   1. The final total rate received by the employee, or
   2. The average total rate received by the employee during the last three (3) years of employment.

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 and personal leave. Sick leave and any leave used in lieu of sick leave shall not be considered as active pay status for purposes of this Article. 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, and shall not be required to report to work on the shift following reporting for jury duty, unless the employee reports to jury duty and is notified that his/her services will not be needed. Any fees in excess of fifteen dollars ($15) dollars per day 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.

Employees subpoenaed to appear before any court, commission, board or other legally constituted body authorized by law to compel the attendance of witnesses shall be granted leave with pay at regular rate, where the employee is not a party to the action, which includes, but is not limited to, criminal or civil cases, traffic court, divorce proceedings, custody proceedings, or appearing as directed as parent or guardian of juveniles.

Employees subpoenaed to proceedings on behalf of an employer other than the State, who receive compensation for his/her testimony from the other employer shall not be eligible for paid leave as provided in this Article, but may elect to use available accrued

leave. Employees using such accrued leave shall not be required to remit any fees received.

Second or third shift employees, during the course of scheduled work hours, shall be permitted an equivalent amount of time off from scheduled work on their preceding or succeeding shift for such appearance. Employees subpoenaed to witness duty shall submit any witness fees received in excess of fifteen dollars ($15), excluding travel and meal allowances, to the Agency. The employee shall notify the Agency designee immediately upon receiving a subpoena.

An employee appearing before a court or other legally constituted body in a matter in which the employee is a party may be granted the use of vacation or personal leave or leave of absence without pay. Such instances would include, but not be limited to, criminal or civil cases, traffic court, divorce proceedings, custody proceedings, or appearing as directed as parent or guardian of juveniles.

24.07 Meal Periods

Employees shall be granted an unpaid meal period of not less than thirty (30) minutes and no 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 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.

24.10 Flexible Work Schedules

The current practice of flex time shall be continued. Management reserves the right to change schedules, including flexible schedules, however, employees will not have their flex time schedules terminated in an arbitrary or capricious manner and such changes shall be made for a rational management purpose. The use of flexible work schedules shall be a subject for discussion in the Agency/Facility 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, and where consistent with Federal Law, 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.

Flexible work schedules may, by mutual agreement, be used for pre-scheduled medical appointments. In addition, the trading of shifts may also be granted, by mutual agreement, for pre-scheduled medical appointments.

24.11 Place of Work

Those employees who 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 appointing authority.

24.12 Posting of Work Schedules

Where appropriate in institutional settings, a four-

week schedule shall be posted two (2) weeks in advance. In the event the Agency determines a change in an employee's work schedule is necessary due to operational needs and when there are two (2) or more employees available and qualified to perform the duties of a specific assignment in the same classification, the Employer, to the extent possible under ordinary circumstances, will assign the least senior employee(s) to the modified schedule. The Agency shall ask for volunteers prior to assigning employees to the modified schedule. An employee shall not be required to change his/her posted schedule solely 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 solely to avoid the payment of overtime.

24.13 Weekends

The present practice of weekend-off scheduling shall be continued until any proposed changes are discussed in the Agency or Facility Professional Committee meeting. At the Agency or Facility Professional Committee meeting, the discussion shall include operational need and the rationale for change.

24.14 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.

24.15 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. Within ninety (90) days of the effective date of this Agreement, the parties shall develop guidelines for a Job Sharing Policy for consideration by the various agencies.

24.16 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.

24.17 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 of approximately four percent (4%) 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 - LEAVES OF ABSENCE

Unpaid Leaves

26.01 Personal and Educational Leave

A 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, adoption leave, and such other purposes as may be approved at the sole discretion of the Employer. 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 three (3) years for elected Union offices or two (2) years for appointed Union positions. The Office of Collective Bargaining shall be notified of such leave of absence as soon as possible, but no less than ten (10) work days prior to the start of the leave of absence. The ten (10) work day notice may be waived by the Office of Collective Bargaining. Any employee presently on Union leave may remain on such leave for a period not to exceed three (3) years from the effective date of this Agreement. Employees may not stack leaves for elected Union offices with leaves for appointed positions. Upon the expiration of the above stated leave periods, the employee shall be terminated, and has no further rights to the State 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 not to exceed two (2) years. At the end of the two (2) year period the employment relationship will automatically sever.

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

The State will continue to pay the Employer's contribution to the Union Benefits Trust as well as the Employer's share of health insurance premiums for an employee on unpaid FMLA leave granted pursuant to Article 26.10 provided the employee continues to contribute his/her share of the premium. Employees granted a non-FMLA 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. Employees on Family Medical Leave under the "FMLA" shall receive health insurance in accordance with the Act.

26.08 Return from Extended Medical Leave

When an employee who has exhausted the one (1) 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 one (1) year 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 essential function of the position to which reinstatement is sought or may accept a reasonable accommodation under the American with Disabilities Act to another position for which he/she is able to perform the essential functions of the position, if such a position is available. Such a placement supersedes all other sections of this Collective Bargaining Agreement.

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.

26.10 Application of the Family Medical Leave Act

The Employer will comply with all provisions of the Family and Medical Leave Act. For any leave which qualifies under the FMLA, the employee may be required to exhaust all applicable paid leave prior to the approval of unpaid leave.

Paid Leaves

26.11 Adoption/Childbirth Leave

Eligibility requirements, leave benefits, and waiting period for Adoption/Childbirth Leave shall be determined pursuant to State policy. Employees may elect to take two thousand ($2,000) dollars for adoption expenses in lieu of taking time off for Adoption/Childbirth Leave.

26.12 Leave to Attend Industrial Commission Hearing

An employee shall be granted time off with pay from regularly scheduled work hours, including travel time, sufficient to attend one hearing conducted by the Ohio Industrial Commission. In addition, an employee will be granted time off with pay from regularly scheduled work hours, including travel time, sufficient to attend any hearing where the Employer contests the employee's workers' compensation claim.

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 in classifications covered by this Agreement which do not exceed one thousand (1,000) hours in a fiscal year.

All intermittent positions are in the unclassified service. All intermittent positions are scheduled at the discretion of the Employer, with no rights under Article 24, except Sections 24.07 and 24.08. An employee in an intermittent position may be terminated at will without

recourse, and such termination is considered for just cause.

Employees in intermittent positions shall be hired at Step 1 of the appropriate pay range for their classification. The employees in the intermittent positions shall not serve a probationary period. The employees in the intermittent positions are not eligible for step increases or longevity or any contractual benefits received by permanent employees (e.g. vision, dental, life, health insurance, holiday pay, leave accruals, any other paid leave, shift differential, pay supplements, etc.). No contribution will be made to the Benefits Trust for the intermittent positions.

Intermittent positions are not subject to the layoff provisions of Article 29. Employees in intermittent positions shall be terminated before any full or part-time permanent employee in the same classification and work unit, as mutually agreed, is laid off. Employees in intermittent positions shall not have recall rights.

The parties understand that employees in intermittent positions in classifications listed in Appendix A are members of the bargaining unit.

Intermittent employees working more than one thousand (1,000) 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. The interim employee may be hired in advance of the leave of absence or disability leave and be

terminated after the return of the employee from the leave. The duration of interim positions shall not exceed (60) days plus the length of the leave of absence. Following the return of the employee 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.

27.05 Temporary

A temporary employee is one who is hired for a limited period of time not to exceed sixty (60) days. The Employer agrees not to use temporary employees for the sole purpose of avoiding the filling of permanent full-time positions.

27.06 Established Term Appointment

The parties agree that the Established Term Appointment (ETA) type may be used as outlined below. The Agency and the Union may meet at any time to make changes to this agreement with prior approval by the Office of Collective Bargaining.

The following sets forth the description of the appointment type and the agreement between the parties:

1. Classifications - Any classification covered by this Agreement is eligible to be placed in this appointment type.
2. Length of Appointment - The length of the appointment will not exceed ten (10) consecutive months unless extended by mutual agreement of the parties. A meeting to extend the appointment period may be held with the local Agency Professional Committee or by contacting the Union's State Coordinator.

3. Schedule/Use of - An employee with this appointment type may or may not have a fixed schedule. The purpose of this appointment type is to supplement the work force and shall be used only in the following ways:
   - To fill in for employees on any form of leave;
   - To staff holidays after regular full and part time staff have requested leave;
   - To staff training either mandated or otherwise;
   - To assist staff with the preparation for accreditation surveys and/or inspections;
   - To avoid the use of mandated overtime;
   - To staff for other unforeseen operational emergencies.
4. Limitations on the number of ETAs in the pool of supplemental staff may be established by Agency Agreement. If there is no Agency Specific Agreement, there is no limitation on the number of ETAs the Agency can have in the pool.
5. Employees in this appointment type are unclassified but with rights as enumerated below.
6. Grievance rights – This appointment type does not have the right to grieve or arbitrate issues in accordance with Article 7 except as otherwise noted herein.
7. Health benefits will not be provided, unless otherwise mutually agreed by the Agency and the Union. If health benefits are provided, they shall be prorated as they are for part-time employees.

If an Agency chooses to use this appointment type in any other manner, it will be discussed with the Union at the Agency Professional Committee.

Rights of an ETA:

During the appointment period, employees holding this appointment type have the rights as other bargaining unit

employees EXCEPT as enumerated below:

1. Employees in this appointment type are not entitled to step increases.
2. Bidding rights of employees in this appointment type may be established through Agency agreements.
3. Employees in this appointment type will not accrue seniority credits; however, time worked in this appointment type shall be counted as bargaining unit seniority in accordance with Article 28 if the employee becomes a permanent employee.
4. An employee holding this appointment type who becomes a permanent employee will serve the full probationary period for that classification.
5. An employee in this appointment type would be a member of the bargaining unit for the period of the appointment only.
6. In the event of a layoff or in order to avoid a layoff, appointments of this type may be terminated prior to the end of the appointment period. Additionally, employees in these appointments will be terminated before any full or part time permanent employee in the same classification is laid off. Employees in this appointment type will not have recall rights pursuant to Article 29.
7. Employees in this appointment type have restricted rights under Article 24. Specifically, they do not have a right to a posted or fixed schedule, established number of minimum or maximum hours of work, or guaranteed number of weekend days off. However, when possible and if known, the Employer will attempt to identify the days that an ETA will work based on the known requested scheduled days off of other employees. Employees in this appointment type do not have a right to any shift, work location, days off or weekend selection. Additionally, they do not

have the protections regarding pull and move and will be assigned according to operational need. They do not have the right to grieve if not offered overtime and they are not eligible for jury duty or court appearance pay.

8. Employees in this appointment type are not eligible for stand-by or call-back pay.
9. Employees in this appointment type do not have the right to any pay supplements including but not limited to shift differential or hazard duty.
10. Employees in this appointment type are not entitled to emergency pay or leave provided by Article 35.
11. Employees in this appointment type will not receive holiday pay or premium pay for work on a holiday unless they have been assigned a full-time schedule and/or work at least thirty-two (32) hours (excluding the actual holiday) during the week that includes a holiday, and must work the scheduled day before and the scheduled day following the holiday.
12. Employees in this appointment type are not eligible to receive bereavement leave unless the employee is working a forty (40) hour schedule. The leave benefit shall only be provided for the death of spouse, parent or child.
13. Employees in this appointment type are not entitled to paid leaves provided in Article 26.

Appointment Period

An employee holding this appointment type would have an appointment period of up to ten (10) months from the effective date of the appointment. An individual appointment may be extended beyond ten (10) months with mutual agreement between the Employer and the Union. At any time during the appointment period, the appointment may be canceled by a Personnel Action with notification to the local delegate. The person shall not be

reappointed to this appointment type without at least a thirty (30) day break period. The Employer does not need just cause for ending the appointment and the employee will be considered first for reappointment before hiring externally and will be reappointed based on operational need.

27.07 Classified and Unclassified

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

27.08 Special Project

Special project employees are those hired in connection with a special project having a limited term funding source, such as a federal grant. Appointments of this type may be made for up to three years and have a specific ending date. Special project employees will not displace permanent employees in the event of a layoff. At the end of the special project, the employees will be terminated with no right to grieve the termination. Special project employees are in a bargaining unit covered by this agreement; however, they serve in the unclassified service.

ARTICLE 28 - SENIORITY

28.01 Seniority Definition

A. State Seniority

The total seniority credits accrued pursuant to the provisions of this Article.

B. "Seniority Credit" - the total number of pay periods during which an employee held or had a right to return to a bargaining unit position, including periods of absence resulting from suspension, leaves of absence whether paid or unpaid, disability leave, leave for periods of workers' compensation (up to three years), and layoff (for as long as the employee

remains on the recall list). Part-time employees experiencing similar periods of absence shall be credited with seniority at a rate determined by the average hours in active pay status during their last six (6) pay periods.

Except as provided below, continuous service will be interrupted only by resignation, discharge for just cause, disability separation, failure to return from a leave of absence, failure to respond to a recall from layoff, or expiration of rights to recall.

Each full-time employee shall be credited with one seniority credit for each pay period of continuous service. Part-time employees will be credited with .0125 seniority credit for each non-premium hour of compensation in each pay period not to exceed one (1) seniority credit in a pay period. Service credit shall be computed in years and days as is the past practice and shall be credited for all periods for which "seniority credits" are granted except for periods of unapproved unpaid leave.

The seniority of employees employed on or before June 12, 1986, shall be based on the previous guidelines used in determining State service. These guidelines provide that all service time with Ohio public agencies for which an employee contributes to an Ohio Public Employee Retirement plan counts as time toward seniority, not including time spent during a break in service. These guidelines shall also include the crediting of previous time after a break in service, if the employee was reinstated within one (1) year of the break in service. Employees hired after June 12, 1986 shall have seniority computed as follows:

1. Persons employed with the State of Ohio in a classification not covered by the 1199

Agreement, who prior to June 1, 2000, entered a classification in bargaining unit eleven (11) or bargaining unit twelve (12) are eligible to carry over their previous seniority as that seniority was determined by the terms of the Agreement covering that previous classification.

2. Effective June 1, 2000, persons employed with the State of Ohio in a classification not covered by the 1199 Agreement, who enter a classification in bargaining unit eleven (11) or bargaining unit twelve (12) shall not carry-over any seniority.

Exceptions

A. Return From Disability Separation/Disability Retirement

An employee who makes application for reinstatement within three (3) years from the date of disability separation or five years from the date of disability retirement and is properly reinstated shall receive service credits for the period of disability separation/or disability retirement. Seniority credits will not be calculated for the time the employee was disability separated or disability retired.

B. Non-Bargaining Unit Service

Except for classifications subsequently accreted to a bargaining unit covered by this Agreement, time spent in a position(s) exempt from collective bargaining subsequent to June 12, 1986, by employees who were not covered by this Agreement on July 1, 1992, shall not be included in the determination of seniority credits but shall be counted for service credits. For employees covered by the Agreement on July 1, 1992, time spent in a position exempt from collective bargaining, subsequent to July 1, 1992, other than classifications

subsequently accreted to a bargaining unit covered by this Agreement, shall not be included in the determination of seniority credits but shall be counted for service credits.

Assignments to non-bargaining unit classifications for the period of a temporary working level or assignments to non-bargaining unit classifications for a period as an interim employee shall continue to earn both seniority credits and service credits.

C. Resignation

Any bargaining unit employee who voluntarily resigns from his/her position and subsequently is rehired within thirty (30) days shall suffer no loss of seniority credits.

28.02 Identical Hire Dates

Except as provided in Section 28.04:

A. When two (2) or more employees have been hired or transferred into bargaining unit eleven (11) or bargaining unit twelve (12) during the same pay period the employee(s) with the earlier date of hire shall be the most senior;

B. When two (2) or more employees have the same state hire date, transfer date or the same number of seniority credits, 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.

28.03 Seniority Lists

The Employer shall prepare and maintain seniority lists of all employees and shall furnish said lists quarterly to the Union and to the appropriate State of Ohio agencies. Where available, the Employer may provide an electronic posting of the roster in lieu of a paper roster.

The seniority list will describe employees in

descending order of state seniority credits and will contain the employee's name, classification title, state seniority credits, and the last four digits of each employee's Employee ID number. Each employee's individual employee seniority credits will be displayed on the employee's earnings statement.

28.04 Conversion

The following principles and procedures shall apply to the conversion from a date-based seniority system to a system based upon seniority credits:

A. Principles, methods or understandings used to determine seniority standing or to resolve disputes over relative seniority ranking under prior agreements will not be altered except as specified by the provisions of this Agreement. That is, if a seniority dispute has previously been raised and resolved, the prior resolution of that matter will stand.

B. Seniority credits shall replace seniority dates as the basis for determining relative seniority standing or seniority rights under this Agreement.

C. Adjustments or corrections in seniority dates or seniority credits pursuant to this Article shall not affect previous personnel actions based upon seniority. Such changes shall not alter personnel actions, layoffs or bumping rights which have taken place prior to the effective date of the conversion.

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. In the event the duties of a higher classification in the class series are no longer needed, employees in the higher classification may be laid off.

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

A. In the event of a layoff within a higher classification(s) within a classification series, as a result of the elimination of duties:
   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(s) at the work site(s) affected shall be laid off first.

   Those individuals in the classification(s) 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 a less senior employee in the same classification at another work site within the Agency bumping jurisdiction, or the employee shall

have the right to displace a less senior employee at their own worksite within their own classification series. No promotions shall result from this action.

B. In the event any layoff is implemented within the bargaining unit in the classification(s) series affected other than as outlined in A above:

1. There shall be the opportunity for any employee in the affected classification series at the worksite(s) to volunteer for layoff.
2. Employees with the least State seniority within the classification series at the worksite(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 seniority. 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.

C. 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 bumping jurisdiction 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.
2. All employees with less seniority within the

Agency bumping jurisdiction 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.

3. 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.
4. At the conclusion of this process, 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. No promotions shall result from recall. 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 follow the procedures outlined in Article 7.

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.

29.06 Placement

Notwithstanding any other provisions of Article 30, the Union and the Agency or Agencies may agree, in writing, to place an employee to be laid off in an existing vacancy which may not be otherwise available. Such agreement shall take precedence over any other Section/Article of this Agreement. However, such placement shall not result in the promotion of the affected employee. All employees placed into existing vacancies under this Section shall retain recall rights pursuant to the provisions of this Article.

29.07 Alternate Procedures

Each Agency, with the Office of Collective

Bargaining's approval, may negotiate with the Union to establish procedures for moving positions and personnel in lieu of the procedures in the Article.

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. A vacancy does not include those positions identified through mutual agreement between the Union and the Agency as being subject to reorganization, changes in appointment category (type), or a movement that constitutes a demotion.

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 any time 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 of the final determination within thirty (30) days after the selection for a position.

Applications for posted positions may be filed electronically by using the DAS Ohio Hiring Management System (OHMS).

Any employee who desires to be considered for a position in another Agency 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 as outlined in Section 30.02 of this Article, any applicant meeting qualifications for this position shall be considered pursuant to Section 30.02, step C of this Article.

Should the initial applicant fail to successfully complete the probationary period, the Employer may repost or select from the remaining pool of applicants for the position from the original posting.

Available positions are posted to the Ohio Hiring Management System website (http://careers.ohio.gov/), including instructions on how to apply for the positions.

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 and Demotions)

"Lateral transfer" is defined as employee requested movement to a posted vacancy which is in the same pay range as the classification the employee currently holds.

"Promotion" is the movement of an employee to a posted vacancy in a classification with a higher pay range. A higher pay range is defined as a pay range in which the first step or the last step has a higher pay rate than the first or last step of the pay range to which the employee is currently assigned.

"Demotion" is defined as the movement of an employee to a vacant position within a classification

covered by the terms of this Agreement pursuant to the provisions set forth for the filling of a vacancy, to a lower pay range only within the employee's current Agency. A lower pay range is defined as a pay range in which the first step has a lower rate of pay than the first step of the pay range to which the employee is currently assigned. Should the employee be selected for an inter-Agency transfer to a position in a lower pay range than that currently held, the employee shall be placed in the step closest to but not to exceed the step currently held by the employee.

"Inter-Agency Transfer" is defined as an employee requested movement to a posted vacancy in a different Agency. Should the employee be selected for an inter-Agency transfer to a position with a higher pay range than that currently held by the employee, the employee shall be placed in the step to guarantee an increase of approximately four percent (4%). Should the employee be selected for an inter-Agency transfer to a position in the same pay range currently held by the employee, the employee shall be placed in the same step of the pay range. If the Agency has a Memorandum of Understanding (MOU) regarding pay, it shall take precedence over this section.

Employees in classifications not covered by the terms of this Agreement may not be demoted into a classification covered by the terms of this Agreement without the agreement of the Union. This does not include employees in the unclassified service in classifications not covered by the terms this Agreement who may be placed into a position covered by the terms of this Agreement where such unclassified status is revoked consistent with civil service law.

Applications will be considered filed timely if they are received or postmarked no later than the closing date

listed on the posting. Applicants must clearly demonstrate on the application how they possess the minimum qualifications for the position. Failure to do so will result in the application being screened out and rendered ineligible for further consideration. All eligible applications shall be reviewed considering the following criteria: qualifications, experience, education, and work record. Employee diversity may be a factor in the selection. The Employer maintains the right to administer a test or instrument to measure the listed criteria. 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 Union may challenge the validity of the test or instrument as part of a non-selection grievance.

The Employer may use proficiency testing and/or assessments to determine if an applicant meets minimum qualifications and, if applicable to rate applicants pursuant to this Section. Proficiency tests or other assessments shall be released only to a Union designee who is not an employee of the State of Ohio that will use a review process that assures maintenance of security and integrity of the test.

The Employer and the Union agree, through each Agency Professional Committee to review and discuss the Agency's EEO Strategic plan prior to submission to State EOD. Such plans shall include an employee diversity analysis. 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.

Employees serving in a trial or probationary period shall not be permitted to bid on job vacancies. An employee who fails to complete the probationary period for a position shall be restricted from bidding on the same classification for one (1) year.

An employee shall be permitted to bid on a job vacancy while receiving Workers' Compensation, OIL, Salary Continuation, or Disability leave benefits, but shall not be eligible to fill the vacancy unless the employee is available to participate in the selection process and available to assume the position on the designated start date.

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.

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 in-service 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, Developmental Disabilities, Rehabilitation and Correction and Youth Services, there shall be a Facility Professional Committee.

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 in-service education.

The facility shall inform the Union thirty (30) days prior, where possible, of any additions to or changes in

work rules which are applicable to employees in these bargaining units.

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

31.04 Health and Safety Committees

Health and Safety Committees with joint Union and Management participation shall be established in each non-institutional Agency. Such committees shall have an equal number of Management and Union representatives. In each institutional 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 as the State and participating Union may mutually agree, may be established.

The committees established pursuant to the terms of this provision 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 (4) hours.

Any 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 an institution or facility covered by this Agreement regarding such matters.

Whenever an inspection of a facility is performed by another governmental Agency that relates to health and safety, a delegate shall be informed and have the right to the final written reports generated by the inspection.

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. Should the parties fail to reach resolution on an issue, individuals will be assigned to complete tasks within a specified time frame established at the professional committee meeting.

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. Employees serving on the committees are to be released for travel and any pre-meeting caucuses. A released employee will be granted combined travel and meeting time not to exceed eight (8) hours. Employees scheduled

to work second or third shift will be permitted to reschedule their time on an hour-for-hour basis, as working conditions allow, when meetings are held on their non-work time. Employees who are in travel status as a result of attendance at labor/management meetings are to be reimbursed for mileage only.

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 Blood Borne Disease Precautions

A. The Employer shall strictly adhere to the OSHA Standards on Blood Borne 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 blood borne pathogens.

C. All Agencies, institutions, facilities, and/or work areas shall provide self-sheathing sharps. 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 blood borne 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 blood borne pathogens.

F. Mandatory Tuberculosis screening may be conducted annually for all employees in Agencies with higher incidence of risk. Based on the risk assessment, some employees or work areas may need to be tested more often than annually. Such additional testing will be

based upon Centers for Disease Control (CDC) guidelines. The Employer will hold the employee harmless from any costs incurred as a result of additional tests or x-rays incurred as a result of a positive reaction.

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 the Adult Parole Authority, each Unit shall be equipped with one (1) cellular phone.

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. The transportation of offender urine samples from drug testing shall be discussed on an ongoing basis to ensure that necessary precautions are provided and taken during the transport of such. Management and the Union agree to jointly discuss concerns related to the transportation of urine samples, as they arise.

Non-security staff of the Department of Rehabilitation and Correction 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

In the institutions of the Department of Rehabilitation and Correction, working alone shall be governed by the Agency policy.

The Departments of Developmental Disabilities, Mental Health, Youth Services, and Veterans Services recognize the potential hazard to the health and safety of employees caused by working alone in some situations. To the extent reasonably practicable, the Employer will reduce situations where employees are required to work alone. Upon request 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

The Employer shall provide ergonomically appropriate VDT equipment at all computer and word processing stations purchased or installed after the effective date of the Agreement, whenever the employee has primary job responsibilities which involve the use of such equipment for a majority of his/her time.

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 fifteen (15) minutes every two (2) hours they are required to work at the video display terminal.

Non-VDT work is in addition to rest periods provided by Section 24.08.

Any employee who regularly operates a VDT may obtain an annual eye examination paid by the Employer up to thirty-five dollars ($35) unless paid by insurance. The employee may obtain an optical exam annually and submit a claim to the State's insurance carrier for vision benefits. If that claim is denied, the Employer will reimburse up to thirty-five dollars ($35) upon presentation of a denied claim form.

Employees shall be provided information regarding the safe use of the VDTs. 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, another DYS employee and/or supervisor, as determined by the supervisor, will accompany the employee.

32.15 Hostage Leave

An 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.

32.18 Adult Parole Authority

Weapons, holsters, and speed loaders will be issued, during the life of the contract, by the Adult Parole Authority to those Parole Officers and Senior Parole Officers 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.

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

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 - EMERGENCIES

35.01 Emergency Leave

A. Weather Emergency

Employees directed not to report to work or sent

home due to a weather emergency as declared by the Director of the Department of Public Safety, shall be granted leave with pay at regular rate for their scheduled work hours during the duration of the weather emergency. The Director of the Department of Public Safety is the Governor's designee to declare a weather emergency which affects the obligation of State employees to travel to and from work. Employees required to report to work or required to stay at work during such weather emergency shall receive their total rate of pay for hours worked during the weather emergency. In addition, employees who work during a weather emergency declared under this section shall receive a stipend of eight dollars ($8) per hour worked.

An emergency shall be considered to exist when declared by the Employer, for the county, area or facility where an employee lives or works.

For the purpose of this Section, an emergency shall not be considered to be an occurrence which is normal or reasonably foreseeable to the place of employment and/or position description of the employee.

Each year, by the first day of October, all Agencies must create and maintain a list of essential employees. Essential employees are those employees whose presence at the work site is critical to maintaining operations during any weather emergency. Essential employees normally consist of a skeletal crew of employees necessary to maintain essential office functions, such as those State employees who are essential to maintaining security, health and safety, and critical office operations.

Employees who are designated as essential employees shall be advised of the designation and

provided appropriate documentation. Essential employees shall be advised that they should expect to work during weather emergencies unless otherwise advised. However, they are not guaranteed work. Nothing in this Section prevents an appointing authority from using his or her discretion in sending essential employees home or instructing them not to report for work once a weather emergency has been declared. Essential employees who do not report when required during an emergency must show cause that they were prevented from reporting because of the emergency. Employees not designated essential may be required to work during a weather emergency.

During the year, extreme weather conditions may exist and roadway emergencies may be declared by local sheriffs in certain counties, yet no formal weather emergency is declared by the Governor or designee and State public offices remain open. Should this situation occur, Agency directors and department heads are encouraged to exercise their judgment and discretion to permit non-essential employees to use any accrued vacation, personal or compensatory leave, if such employees choose not to come to work due to extenuating circumstances caused by extreme weather conditions. Non-essential employees with no or inadequate accrued leave may be granted leave without pay. Nothing in this Section prevents an appointing authority from using his/her discretion to temporarily reassign non-essential employees to indoor job duties, consistent with their job classification, so that such employees are not performing unnecessary road- or travel-related duties during days or shifts of especially inclement weather.

B. Other Than Weather Emergency

Employees not designated essential may be required to work during an emergency. When an emergency, other than a weather emergency, is declared by the Governor or designee and Administrative leave with pay is granted for employees not required to work during the declared emergency, such leave is to be incident specific and only used only in circumstances where the health or safety of an employee or of any person or property entrusted to the employee's care could be adversely affected. Payment for hours worked for other than weather emergencies shall be pursuant to Section 35.01(A) above.

35.02 List of Essential Employees

The State or the individual Agencies shall provide to the Union a list of essential employees.

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 verbal and 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 - WORKING OUT OF CLASS

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 ensure 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 approximately four percent (4%). If the higher level duties are of a permanent nature as agreed to by the Union and the Employer, the employee shall be reclassified to the higher classification. In no event shall the monetary award be retroactive prior to the date giving rise to the original grievance. If the duties are determined to be those contained in a classification with a lower pay range eighty percent (80%) or more of the time than that of the employee's current classification: 1) the Director or designee shall issue an award to cease the assignment of the lower level duties, and take appropriate action to assign duties consistent with the employee's current classification; or 2) the parties mutually agree to reclassify the employee to the lower level classification, the employee may be

reassigned to the appropriate classification; or 3) if the duties cannot be assigned by the Employer, other actions, as appropriate, may be initiated under this Agreement. Management shall discuss options with the Union.

C. If the employee or the Union is not satisfied with the decision of the Agency director, or designee, 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 or designee's decision.
   1. After receipt of such grievance, the Deputy Director of the Office of Collective Bargaining, or designee, shall investigate and issue a decision within thirty (30) calendar days.
   2. If it is determined that the grievant is performing duties not contained within his/her classification, the Deputy Director of the Office of Collective Bargaining, or designee, shall direct the Agency to immediately discontinue such assigned duties. The determination of a monetary award shall be in accordance with Section B above.

D. 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.
   1. The parties shall schedule an arbitrator to determine if an employee was performing the duties contained in a classification other than the employee's current classification and for what period of time.
   2. Present at the hearing shall be a Union representative and a Management representative who will present their arguments to the

arbitrator. The arbitrator 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.

3. If the arbitrator determines the duties of the position to be of a lower classification, the arbitrator shall order the Employer to immediately discontinue such assigned duties. The arbitrator's decision concerning a lower classification is restricted to determining whether duties are performed for a substantial portion of time. Only when the employee is performing duties inconsistent with the employee's original classification assignment more than eighty percent (80%) of the employee's time will a determination be made to instruct the Employer to discontinue the assigned duties.
4. The parties may mutually agree to reclassify the employee to a lower classification. The expenses of the arbitrator shall be borne equally by the parties. The decision of the arbitrator shall be final and binding.

ARTICLE 39 - CLASSIFICATION CHANGES

39.01 Employer 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 those thirty (30) days.

39.02 Union Review

At the request of the Union, but not more frequently than once each four (4) years per classification, the Department of Administrative Services shall review up to five (5) designated classifications in the first year of the contract for duties, responsibilities, education and/or experience, certification and/or licensure and working condition factors. In the second year of the contract the Union may request up to four (4) reviews, and in the third year of the contract the Union may request up to three (3) reviews. Such review shall be combined with salary survey data to determine appropriate salary range assignment. Absent mutual agreement, said data shall not be used to reduce a classification pay range assignment. Such reviews shall be based upon a position description questionnaire survey of all incumbents in the classification, and shall be completed within one hundred eighty (180) days of the initial request. The timelines in classifications exceeding two hundred (200) incumbents will be mutually set. Each employee shall complete his/her own PDQ. Those employees who do not complete an individual PDQ shall be assigned to the appropriate classification and pay range based on the supervisor's review. Employees on disability will be given the option to complete a PDQ, or have their supervisor complete a PDQ.

Prior to the distribution of PDQs the Union and State shall conduct a joint training on how to complete PDQs. The content of the training shall be mutually agreed to by DAS and the Union. The scheduling and the training shall be mutually conducted by Agency personnel and the Union. The training shall be no more than two (2) hours.

If an employee is found to have been improperly classified as determined from his/her PDQ, the employee shall be allocated to the appropriate classification in

accordance with the finding of DAS. If the employee is performing duties of a lower classification, the employee shall be assigned into a lower classification and shall be placed in the step within the pay range that provides the employee with compensation that is equal to his/her current rate or that provides the least amount of increase, but no decrease in pay. Longevity supplements shall not decrease as a result of being placed in step X. If the employee's base rate of pay exceeds the maximum rate of pay in the new pay range, the employee shall be placed in step X. If the employee is performing duties of a higher classification, the employee shall be placed in the higher classification at the step in the higher pay range which is approximately four percent (4%) higher than the current step rate of the employee. The back pay award, if any, shall be effective on the effective date of the pay range determination in accordance with this Article. The employee, through the Union, has sixty (60) days from the date the Union receives the findings of DAS to appeal the classification assignment. An employee on disability may appeal a classification assignment under this process within two (2) weeks following reinstatement from the disability.

Classification allocation appeals shall be conducted by an arbitrator. The arbitrator shall determine whether the employee is appropriately allocated to the new classification, and if not, determine the classification assignment that is appropriate. If it is found that the employee is serving in a class not subject to the classification review; the employee shall receive an adjustment effective the date the study was implemented. Employees who do not complete a PDQ shall have no right to appeal the DAS determination. This appeal process shall also apply to state initiated classification reviews.

Pay adjustments pursuant to the classification review shall not be made effective before the beginning of the next fiscal year unless mutually agreed otherwise. The Union shall have the right to appeal the pay range determination directly to Step Two (2) of Article 7 within thirty (30) days of receipt of written notice of the Department of Administrative Services determination. An Arbitrator shall have no authority to award back pay for any period of time prior to the beginning of the fiscal year that begins after the grievance award.

39.03 Holding Classifications

The parties agree to meet and discuss the review of holding classifications, except for the Community Development Analyst classification (Class Number 33331), within one hundred twenty (120) days of the effective date of this Agreement in order to minimize or eliminate the number of holding classifications.

ARTICLE 40 - VOLUNTARY COST SAVINGS PROGRAM

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

A. Option #1 shall allow full-time employees the opportunity to reduce their bi-weekly schedule by no less than eight (8) hours and no more than forty (40) hours. Leave used under this plan will be considered leave without pay and as inactive pay status. Employees' leave accruals and health insurance shall not be affected by cost savings days. Employees participating in this plan shall maintain their full-time status for the purposes of health care premiums in accordance with Article 17. Further, employees shall not incur a break in State service and seniority. Seniority and State service credit will be based on eighty (80) hours per pay period. The maximum number of hours available to be reduced by any

employee is five hundred twenty (520) in a fiscal year or a total of six (6) months, whichever comes first.

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

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

D. Participation in this program is strictly voluntary.

E. Employees participating in this program shall not be eligible for unemployment benefits while on leave pursuant to the Voluntary Cost Savings Program.

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

Savings Agreement upon ten (10) working days' notice in writing unless mutually agreed to otherwise.

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

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

I. The Voluntary Cost Savings Program shall be considered a pilot program and will expire on the same date as this Collective Bargaining Agreement.

ARTICLE 41 - SUB-CONTRACTING

41.01 Contracting Out

The Employer intends to utilize bargaining unit employees to perform work which they normally perform. However, the Employer reserves the right to contract out any work it deems necessary or desirable because of greater efficiency, economy, or programmatic benefits or other related factors.

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 layoff of an employee as a consequence of the exercise by the State of its right to contract out.

41.02 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 laid off workers obtain employment in other areas of the public sector;
C. A concerted effort will be made to relocate laid off 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.

41.03 Supervisors/Managerial Employees

The State will attempt 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.

41.04 Volunteers

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

41.05 Contracting-In

A. The Union will be granted a reasonable opportunity to demonstrate that bargaining unit employees can competitively perform work which has been

previously contracted out, including access to available information regarding costs and performance audits. In considering, the granting, renewal or continuation of competitively bid contracts for work normally performed by bargaining unit employees, to the extent feasible the Employer will examine information provided by the Union regarding whether or not such work can be performed with greater efficiency, economy, programmatic benefit or other related factors through the use of bargaining unit employees rather than through renewal or continuation of the contract or initial contracting out of work.

B. Within twenty (20) days of this Agreement the parties will agree to the establishment of one (1) Agency pilot program that will explore Agency and contracting practices and develop strategies for alternatives to contracting out. Pilots will explore the factors that motivate subcontracting, discuss future plans and develop joint strategies that will permit State employees to perform the work by meeting the Agency service delivery needs.

41.06

Notwithstanding Article 39.02, within sixty (60) days of the effective date of the Agreement, the parties will establish a committee for the purpose of analyzing recruitment and retention issues for the classifications including, but not limited to: any classification requiring licensure as a Registered Nurse, Physician, Psychologist, Psychiatrist, Pharmacist, Dentist, Physicians Assistant, and Certified Nurse Practitioners (if placed in the bargaining unit).

The committee shall be comprised of no more than ten (10) members from the Union and no more than ten (10) individuals from the State, to include at least one

representative from both OCB and DAS. Both parties shall have representation from as many agencies as possible. The parties agree to allow participation by subject matter experts, as needed.

The committee shall develop comprehensive recommendations that include, but are not limited to: a rationale for change or modification of the existing classification specifications.

The committee shall submit recommendations to the Directors of DAS and OBM and/or designees semi-annually or more frequently, if necessary.

Within forty-five (45) days of receipt of the recommendations, the Directors of DAS and OBM and/or designees will advise the committee of the actions to be taken in response to the recommendations.

The committee will conduct research aimed at identifying the cost capabilities required, performance expectations, quality, program requirements or other factors that influence contracting out services. The committee will conduct a cost comparison between state operated work and personal service contracts. Pay disparity and market value, both public and private, may be utilized, if appropriate, to create new pay ranges should it be more cost effective to do so when comparing to the cost of sub-contracting such services.

The committee shall meet at least quarterly or more frequently if mutually agreed upon.

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 to take a polygraph, voice stress or psychological stress examination as a condition of retaining employment, nor shall an employee be subject to discipline for the refusal to take such a 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 paraprofessional employees shall not be required of the registered nurse, other than in irregular or unusual circumstances.

42.05 Technology

No employee should have an expectation of privacy while on work time. The Employer may make reasonable use of technology to assure that employees are appropriately engaged in work activities while on work time. The Employer shall respect employees' constitutional and legal rights when it uses technology as described in this Section.

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

The pay schedules shall be as follows:

Pay Range	Rate Type	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	PA 01	PA 02	PA 03
6	Hourly	14.85	15.36	15.83	16.27	16.81				18.29	19.02	19.78
	Bi-Weekly	1,188	1,229	1,266	1,302	1,345				1,463	1,522	1,582
	Annual	30,888	31,949	32,926	33,842	34,965				38,043	39,562	41,142
7	Hourly	15.61	16.03	16.51	17.04	17.58	18.30			19.85	20.63	21.41
	Bi-Weekly	1,249	1,282	1,321	1,363	1,406	1,464			1,588	1,650	1,713
	Annual	32,469	33,342	34,341	35,443	36,566	38,064			41,288	42,910	44,533
8	Hourly	16.51	17.04	17.58	18.30	18.99	19.78			21.42	22.26	23.07
	Bi-Weekly	1,321	1,363	1,406	1,464	1,519	1,582			1,714	1,781	1,846
	Annual	34,341	35,443	36,566	38,064	39,499	41,142			44,554	46,301	47,986
9	Hourly	17.58	18.30	18.99	19.78	20.71	21.67			23.43	24.30	25.18
	Bi-Weekly	1,406	1,464	1,519	1,582	1,657	1,734			1,874	1,944	2,014
	Annual	36,566	38,064	39,499	41,142	43,077	45,074			48,734	50,544	52,374
10	Hourly	18.99	19.78	20.71	21.67	22.60	23.76			25.66	26.60	27.55
	Bi-Weekly	1,519	1,582	1,657	1,734	1,808	1,901			2,053	2,128	2,204
	Annual	39,499	41,142	43,077	45,074	47,008	49,421			53,373	55,328	57,304
11	Hourly	20.71	21.67	22.60	23.76	24.90	26.11			28.19	29.22	30.25
	Bi-Weekly	1,657	1,734	1,808	1,901	1,992	2,089			2,255	2,338	2,420
	Annual	43,077	45,074	47,008	49,421	51,792	54,309			58,635	60,778	62,920

Pay Range	Rate Type	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	PA 01	PA 02	PA 03
12	Hourly	22.60	23.76	24.90	26.11	27.42	28.71	30.12	31.62	33.89	35.01	36.14
	Bi-Weekly	1,808	1,901	1,992	2,089	2,194	2,297	2,410	2,530	2,711	2,801	2,891
	Annual	47,008	49,421	51,792	54,309	57,034	59,717	62,650	65,770	70,491	72,821	75,171
13	Hourly	24.90	26.11	27.42	28.71	30.12	31.62	33.16	34.83	37.31	38.56	39.81
	Bi-Weekly	1,992	2,089	2,194	2,297	2,410	2,530	2,653	2,786	2,985	3,085	3,185
	Annual	51,792	54,309	57,034	59,717	62,650	65,770	68,973	72,446	77,605	80,205	82,805
14	Hourly	27.42	28.71	30.12	31.62	33.16	34.83	36.56	38.39	41.13	42.51	43.87
	Bi-Weekly	2,194	2,297	2,410	2,530	2,653	2,786	2,925	3,071	3,290	3,401	3,510
	Annual	57,034	59,717	62,650	65,770	68,973	72,446	76,045	79,851	85,550	88,421	91,250
15	Hourly	30.12	31.62	33.16	34.83	36.56	38.33	40.22	42.25	45.27	46.77	48.27
	Bi-Weekly	2,410	2,530	2,653	2,786	2,925	3,066	3,218	3,380	3,622	3,742	3,862
	Annual	62,650	65,770	68,973	72,446	76,045	79,726	83,658	87,880	94,162	97,282	100,402
16	Hourly	33.16	34.83	36.56	38.33	40.22	42.26	44.37	46.58	49.90	51.55	53.21
	Bi-Weekly	2,653	2,786	2,925	3,066	3,218	3,381	3,550	3,726	3,992	4,124	4,257
	Annual	68,973	72,446	76,045	79,726	83,658	87,901	92,290	96,886	103,792	107,224	110,677
17	Hourly	36.56	38.33	40.22	42.26	44.37	46.58	48.86	50.81	54.46	56.29	58.13
	Bi-Weekly	2,925	3,066	3,218	3,381	3,550	3,726	3,909	4,065	4,357	4,503	4,650
	Annual	76,045	79,726	83,658	87,901	92,290	96,886	101,629	105,685	113,277	117,083	120,910
AP	Hourly	17.58	18.99	19.78	20.71	21.67	22.60	23.76				
	Bi-Weekly	1,406	1,519	1,582	1,657	1,734	1,808	1,901				
	Annual	36,566	39,499	41,142	43,077	45,074	47,008	49,421				

43.03 Initial Hires

Newly hired employees will move to the next step in their pay range after completion of probation. Thereafter, step movement shall occur annually if the employee receives an overall "satisfactory" rating on his/her six (6) month and annual performance evaluations.

Employee performance evaluations shall be used for all purposes for which employee evaluations are normally used, including but not limited to, merit based incentive programs designed to award employees for specific form of job performance. If the employee's performance evaluation is not completed on time, the employee shall not be denied a step increase.

43.04 Promotions

Employees who are promoted within the unit shall be placed at a step to guarantee them approximately 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

Employees who are called to report to work and do report outside their regularly-scheduled shift will be paid a minimum of four (4) hours at the straight time regular rate of pay or actual hours worked (i.e. if actual hours worked exceeds 2.67 hours) at the overtime rate, whichever is greater providing such time does not abut the employee's regular shift. Call back pay at straight time is excluded from the overtime calculation. Work which is to be performed at the employee's residence shall not be subject to call back pay, but shall be paid at

the applicable regular or overtime rate for the time worked.

An employee called back to take care of an emergency other than that declared pursuant to Article 35 shall not be required to work for the entire four (4) hour period by being assigned non-emergency work.

43.07 Report Pay

Employees who report to work as scheduled and are then informed that they are not needed or who are called at home by the Employer and told not to report to their regularly scheduled work day shall receive their full day's pay at regular rate.

43.08 Shift Differential

A. 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.

B. Shift differential for employees in Nurse classifications working in Institutions shall be one dollar ($1.00) an hour for all hours worked on second or third shift. Such employees are not eligible for the shift differential in Section A above.

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 cents ($.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 p.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.

43.09 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.

43.10 Risk Supplement

A special supplement equal to five percent (5%) of the class base shall be awarded to those parole and probation officers, including those assigned to the Parole Board (within the DRC prisons), 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.

A special institutional supplement of three percent (3%) shall be paid to those employees in non-correction specific classifications of the Department of Rehabilitation and Correction who work in institutions and whose classification title does not include the term “correctional” or “corrections”.

43.11 Recruitment/Retention

A. Recruitment/Retention Supplement

The Employer may establish a supplement at any amount up to twenty-five percent (25%) of the employee's class base as defined in Section 43.01. Such supplement shall be used solely as an incentive for recruiting or retaining employees in the following classifications: Physician, Physician Specialist, Psychiatrist, Psychologist, and any classification that requires licensure as a Registered Nurse. The incentive may be established to compensate for institution/facility or office location, certification, specialty, education, shift and/or weekend, or any other reason determined by the Employer to warrant consideration under this provision. The following provisions apply to the administration of the Recruitment/Retention Supplement:

1. The Agency shall have the sole authority to designate any positions to which a supplement will apply and to discontinue its use.
2. The Agency shall have the sole authority to designate the percentage amount of any supplement for any particular position or group of positions.
3. The Agency shall provide the Union notice and an opportunity for discussion prior to implementation of a supplement.
4. When the Employer determines to establish a supplement for a particular position, employees of positions which carry the identical certification, specialty, education, institution/facility or office location, shift and/or weekend, or other factor for which there have been recruitment or retention problems will be granted the same percentage supplement.

5. Issues arising out of the application of the supplement may be raised at the Agency Professional Committee (APC). Should the issue not be resolved, the Union may file a grievance directly at Step Two (2) pursuant to Article 7. The timeframes for filing the grievance begin the date of the APC meeting. If the matter remains unresolved, the Union may appeal to mediation. Such grievances shall not be subject to arbitration.

B. Vacation Advancement

Employees hired into the Pharmacy Board Compliance Specialist (21562) Pharmacist (65411), Pharmaceutical Consultant (65413), Pharmacologist (65421), Psychologist, or any classification that requires licensure as a Registered Nurse may be eligible for a vacation advancement of eighty (80) hours of vacation upon hire. At the end of the first year of employment, the employee's accrual rate will be 3.1 hours per pay period, in accordance with Article 10. Any employee who uses vacation and separates service prior to completion of one (1) year shall have that time deducted from his/her final paycheck. There will be no payout of unused vacation that is advanced during the first year.

C. Recruitment/Retention Data

Agencies shall file a report with the Office of Collective Bargaining in September of each year containing data that shows a recruitment/retention problem exists and data as to the purpose and location of supplement usage. OCB shall provide the Union a copy of the report.

43.12 Professional Achievement Incentive Levels (PAIL)

A. Amount

Any employee who is receiving a financial payment pursuant to the Professional Achievement Incentive Level (PAIL) as of June 30, 1998, shall continue to receive the PAIL payment pursuant to existing practice. Any employee who receives a PAIL payment shall not be eligible to receive longevity pay as provided in Section 43.14.

B. Eligibility

An employee not receiving PAIL as of June 30, 1998, is not eligible to receive PAIL, but may receive longevity pay supplement pursuant to Section 43.14. If an employee takes any position not covered by this agreement for any reason, and subsequently returns to a position covered by this agreement, he/she shall no longer be eligible to receive PAIL. An employee shall no longer be eligible to receive PAIL if the employee resigns or is terminated and is subsequently rehired. Employees who are eligible to receive PAIL shall not have any time between July 1, 2003 and June 30, 2005, inclusive, counted for the purposes of calculating PAIL.

43.13 Longevity Pay Supplement

An employee not receiving PAIL as of June 30, 1998, shall receive a longevity pay supplement pursuant to the terms of Chapter 124 of the Ohio Revised Code. Longevity adjustments are based solely on length of service excluding any service time earned between July 1, 2003 and June 30, 2005, inclusive. Those employees hired or transferred into bargaining units covered by this Agreement on or after July 1, 1994, who were previously barred from receiving the longevity pay supplement, shall be eligible to receive the longevity pay supplement

pursuant to the terms of Chapter 124 of the Ohio Revised Code, effective June 30, 1998. Employees previously barred from receiving the longevity pay supplement shall not receive retroactive payments for the period from transfer or hire into bargaining units covered by this Agreement through June 30, 1998.

43.14 Child Care Expense Reimbursement Program

The Employer will assure that eligible employees have the opportunity to participate in a child care expenses reimbursement program which provides the reimbursement on a pre-tax basis in accordance with Section 129 of the Internal Revenue Service Code as amended and other applicable law.

A. Eligibility

1. Employees must have been employed full-time since January 1 of the previous year to receive full reimbursement; provided however, that
2. Full-time employees whose employment began after January 1 of the previous year and part-time employees are eligible for this program on a prorated basis based on the number of hours worked in a calendar year.
3. The employee's adjusted gross family income for the calendar year for which they seek child care expenses reimbursement shall not exceed $35,000.
4. The employee had employment-related child care expenses in the previous calendar year equal to or greater than the amount of the payment as provided in Section C below;
5. Employment-related child care expenses must have been for those children defined pursuant to IRS Section 129 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. Employees, and spouses when joint income is used, may be required to authorize the Employer to obtain verification of tax information through State and/or Federal Tax authorities.

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.

D. Proration

Proration of child care expenses reimbursement based on calendar year adjusted gross family income shall be as follows:

For calendar year 1997 and thereafter:

Adjusted Gross Family Income	One Child	Two Children	Three or more/each Child	Family Maximum
Less than $25,000	$500	$800	$100	$1000
$25,001 to $30,000	375	600	75	750
$30,001 to $35,000	250	400	50	500

E. Dependent Care Spending Account Program

The Employer will continue to provide employees with the opportunity to participate in a program which allows employees to deposit pre-tax income into a dependent care spending account. Money in this account

may be utilized to help pay the expenses of caring for dependent children or adults. The program shall include the following characteristics:

1. It is in accordance with Sections 129 and 125 of the Internal Revenue Service Code as amended and other applicable law;
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.

43.15 Communication of Programs to Employees

Within 90 days of the effective date of this Agreement the Employer and the Union will meet to discuss development of appropriate methods to communicate these programs to employees.

43.16 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, excluding 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 Human Resources Division of the Department of Administrative Services, prior to the close of business on the following business day. 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.

43.17 Electronic Funds Transfer

All employees shall receive their pay via direct deposit. Employees shall authorize the direct deposit of the employee's compensation into a financial institution of the employee's choice or execute the required documentation to authorize the direct deposit into a financial institution designated by the Board of Deposits for the benefit of the employee.

43.18 Performance Evaluation

A. Use

The Employer may use performance evaluations pursuant to the Ohio Administrative Code Chapter 123:1-29, except as modified by this Article. All Agencies shall use the performance evaluation form developed July 1, 2001, which may be revised periodically after consultation with the Union. If an Agency chooses to use a performance evaluation instrument different than that utilized by the Department of Administrative Services, it shall consult with the Union prior to implementing the new instrument.

All non-probationary employees shall be given an employee performance evaluation during the sixty (60) day period immediately preceding the employee's next step increase. Those employees who are at top step shall be evaluated annually, thereafter.

Employee performance evaluations shall be used for all purposes for which employee evaluations are normally used, including but not limited to, merit based incentive programs designed to award employees for specific form of job performance. The performance evaluation shall include a summary conclusion section for the supervisor to rate the employee's overall performance as either "satisfactory" or "unsatisfactory."

Merit based incentive programs may include programs to award employees for certifications and licenses that are not required by the employee's position description or classification specification that results in a measurable economic/operational benefit to the Employer.

B. Limits

Measures of employee performance obtained through production and/or numerical quotas shall be a criterion applied in evaluating performance. Numerical quotas or production standards, when used, shall be reasonable and not arbitrary or capricious.

Employees shall receive and sign a copy of their evaluation forms after all comments, remarks and changes have been noted. A statement of the employee's objection to an evaluation or comment may be attached and put in the personnel file. Employees are not entitled to Union representation during performance reviews.

C. Appeal

An employee may appeal his/her performance evaluation, by submitting a "Performance Evaluation Review Request" to the Management designee (other than the Employer representative who performed the evaluation) within seven (7) days after the employee received the completed form for signature. A conference shall be scheduled within seven (7) working days and a written response submitted within seven (7) working days after the conference.

If the employee is still not satisfied with the response, the employee may appeal his/her performance evaluation to the Agency designee (e.g., Human Resources, Labor Relations).

This level of appeal shall not be available to any employee who has received a rating of "Meets" or "Above," in all categories.

The appeal shall contain a reason and/or documents to identify why the performance evaluation is not accurate. Any documents used by the Employer in evaluating an employee's performance shall be furnished by the Employer to the employee upon request.

The Agency designee may hold a conference or do a paper review of the performance evaluation. A written response will be issued within fourteen (14) calendar days after the appeal is requested. The performance evaluation appeal process is not grievable, except as outlined below:
If an employee is denied a step increase because his/her overall performance is rated "unsatisfactory," the employee may appeal such action directly to Step Two (2) of the Grievance Procedure, The Office of Collective Bargaining. No further appeal may be taken. Should the appeal be successful, the step increase shall be retroactive to the date on which it was due.

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 two (2) years service after initial hire or two (2) 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 one (1) year service. Within one hundred-twenty (120) days of the effective date of this Agreement, each Agency shall meet with the Union to discuss the performance appraisal/evaluation system.

An additional step is available for P1, P2, and P3 above the existing level based on the following criteria:

1. The Performance Evaluation must be "exemplary"

service;

2. Must be approved by the Director of the Agency; and
3. Approval or disapproval is non-grievable.

The step will be four percent (4%) greater than the existing last step.

All Limited License psychiatrists shall be hired at Level one (1). Initial hires with Board eligibility shall start at Level two (2). Initial hires with Board certification will start at Level three (3). Initial hires with relevant Board certification and additional sub-specialty credentials (e.g. Forensic, Geriatric, Child and Adolescent, Addiction, or Psychosomatic) will start at Level four (4).

Any limited License physician or psychiatrist who obtains a full license during the course of the agreement shall be granted a salary level change to the appropriate level on the pay period following presentation of proof that they now meet the qualifications for the level advancement.

Physicians shall not be eligible for any supplements included in any other Article of this Agreement.

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.

44.02 Physicians' Pay Tables

The physicians' pay schedules shall be as follows:

P1 - Psychiatrists;

P2 - Physician Specialists;

P3 - Physicians and Psychiatric Physicians.

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

P1 - Psychiatrists

Annual Salary

Levels	As of 7/1/09
1	$137,146
2	$143,972
3	$151,204
4	$158,769
5	$165,125

1. 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.
2. Geography Recruitment supplement - any psychiatrist and, in the Department of Mental Health, any physician in the P2 or P3 salary table, that is willing to work in designated locations as defined by the Employer yearly, shall receive a supplement ranging up to fifteen (15%) percent.
3. Department of Rehabilitation and Correction Prison supplement - any psychiatrist working in a DR&C prison may receive a supplement of ten ($10.00) dollars per hour worked. This supplement will be subject to re-evaluation each year. This supplement does not apply to any psychiatrist who is presently employed in another State Agency.
4. Benefit Trade-off supplement - any psychiatrist that declines the health insurance benefit, may choose to take the equivalent of what the Employer's contribution would be, in the form of wages. That

amount will vary from year to year, but will be paid in a lump sum supplement each month. That amount would be set and fixed yearly by the Department of Administrative Services in conjunction with the Benefits Trust.

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

P2 - Physician Specialists

Annual Salary

Levels	As of 7/1/09
1	$103,944
2	$109,125
3	$114,590
4	$120,318
5	$126,357
6	$132,681
7	$139,294
8	$144,859

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

P3 - Physicians/Psychiatric Physicians

Annual Salary

Levels	As of 7/1/09
1	$92,775
2	$97,428
3	$102,322
4	$107,430
5	$112,800
6	$118,456
7	$124,376
8	$141,154

44.03 On Duty

Where the Agency continues on duty coverage, the Agency will offer on duty coverage to bargaining unit physicians. Physicians may volunteer for the on duty assignments and will be canvassed for their interest in the on duty work every four months. If a physician volunteers for such on duty work assignments, they must work for the entire four month period. If they wish to no longer work the on duty assignment, or reduce the number of hours they want to work, the physician must notify the Employer forty-five (45) days prior to the end of the four-month period to enable the Employer to find a suitable replacement. The Agency will specify duties to be performed, e.g., making rounds, handling emergencies, etc.

On duty pay will be at the rate of sixty dollars ($60) per hour. It is agreed that there will be no further rate changes over the term of this Agreement unless mutually agreed to by the parties. In the two (2) institutions where the current compensation exceeds this rate, on duty pay will be offered at the current rate for the term of this Agreement.

The on duty rate for non-psychiatric physicians, which are those physicians in the P2 and P3 pay scale, shall be fifty dollars ($50) per hour. It is agreed that there will be no further rate change during the term of this Agreement unless mutually agreed to by the parties.

All physicians may elect to accrue compensatory time in lieu of payment for hours worked on duty. The conversion rate of on duty hours worked for compensatory time shall be two (2) hours of on duty time for every one (1) hour of compensatory time (2:1). For every two (2) hours of on duty time, the employee would receive one (1) hour of compensatory time. The maximum accrual of compensatory time hours shall not

exceed sixty (60) hours. Hours worked on duty above the sixty (60) hours must be paid in wages according to the rate in this Section.

44.04 On-Call

Where on-call coverage is utilized, the Department of Mental Health shall pay bargaining unit physicians at the rate of fourteen dollars ($14) per hour.

In the Department of Rehabilitation and Correction and Department of Developmental Disabilities, physicians may be utilized in working on-call hours at the sole discretion of the Employer. Such physicians will also be paid at the rate of fourteen dollars ($14) per hour.

All physicians may elect to take compensatory time in lieu of payment for hours worked on-call. The rate of conversion of on-call hours to compensatory time hours is four (4) hours of on-call time for every hour of compensatory time (4:1). Employees must work four hours of on-call time to get one hour of compensatory time.

44.05 Recruitment/Retention

A. Recruitment/Retention Supplement

Employees in the Physician and Psychiatrist classifications may also be eligible for the Recruitment/Retention supplement in accordance with Section 43.11.

B. Vacation Advancement

Physicians and Psychiatrists in the P2 or P3 pay tables may be advanced up to four (4) weeks of vacation upon hire. At the end of one (1) year of service, the employee will begin to accrue four (4) weeks annual vacation until they reach nine (9) years of service in accordance with Article 10. Thereafter, accrual will be in compliance with Article 10. Advanced vacation will not be available to be cashed out unless the Physician or Psychiatrist has worked a minimum of two (2) years with

the Agency.

ARTICLE 45 - NO STRIKE/NO LOCKOUT

45.01 Union Prohibition

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

45.02 Affirmative Duty

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

45.03 Disciplinary Actions

It is further agreed that any violation of the above shall be sufficient grounds for immediate disciplinary action. Any such disciplinary action may be appealed pursuant to Article 8 herein contained.

45.04 Employer Prohibition

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

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

47.01 Duration

This Agreement shall be effective on June 1, 2012 and shall terminate at 11:59 p.m. on May 31, 2015.

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.

ARTICLE 49 - DRUG TESTING

The Employer may randomly test, for drugs and alcohol, employees working in the Departments of Rehabilitation and Correction and Youth Services who have direct contact with inmates, youths, or offenders from the Departments of Rehabilitation and Correction and Youth Services or others who are under the supervision or jurisdiction of these agencies. The Employer may randomly test employees working in classifications outlined in Appendix D that are considered to be safety sensitive positions.

Unless mandated by federal law or regulation, there will be no random drug testing of employees covered by this Agreement, except as otherwise specified in this Agreement. A listing of PCNs and the names of employees shall be provided to the Union one (1) month after this Agreement is effective. Thereafter, the list shall

be provided to the Union representative designated by the president, two times each year.

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. The policy is set forth in Appendix D.

The parties here caused this Agreement to be executed here on this 1st day of June, 2012

On Behalf of

The State of Ohio

John R. Kasich, Governor

Robert Blair, Director
Department of Administrative Services

Timothy S. Keen, Director
Office of Budget and Management

Michael P. Duco, Deputy Director
Office of Collective Bargaining

The Service Employees International Union, District 1199 WV/KY/OH, The Health Care and Social Service Union, CTW, CLC

Becky Williams, President
SEIU/District 1199

APPENDIX A - BARGAINING UNIT CLASSIFICATIONS

Classification Number	Classification Title Unit 11	Pay Range
21562	Pharmacy Board Compliance Spec.	17
21611	Nurse Aide Program Reg. Consultant	13
21622	Nursing Board Compliance Agent	13
21661	Nursing Board Monitoring Case Worker	13
30331	Health Planning Specialist	12
33172	Staff Psychologist 2	15
42420	Dietetic Technician	09
42423	Dietitian	11
42424	Dietetic Consultant	11
44231	Respiratory Therapist	09
44263	Lic. Physical Therapist	14
44271	Speech-Language Pathologist	12
44311	Occupational Therapist	13
44511	Exercise Physiologist	12
65111	Dentist	16
61511	Health Care Facilities Surveyor - Entry (Adult Care)	12
61512	Health Care Facilities Surveyor - Independent (Adult Care)	13
61521	Health Care Facilities Surveyor - Entry (Complaints)	12
61522	Health Care Facilities Surveyor - Entry-Independent (Complaints)	13
61531	Health Care Facilities Surveyor - Entry (Long Term Care)	12
61532	Health Care Facilities Surveyor - Independent (Long Term Care)	13

61541	Health Care Facilities Surveyor - Entry (Maternity)	12
61542	Health Care Facilities Surveyor - Independent (Maternity)	13
61551	Health Care Facilities Surveyor - Entry (Non-Long Term Care)	12
61552	Health Care Facilities Surveyor - Independent (Non-Long Term Care)	13
61561	Health Care Facilities Surveyor - Entry (Regulatory Compliance)	12
61562	Health Care Facilities Surveyor - Independent (Regulatory Compliance)	13
61571	Health Care Facilities Surveyor - Entry (Technical Assistance Program)	12
61572	Health Care Facilities Surveyor - Independent (Technical Assistance Program)	13
65231	Disease Intervention Specialist	11
65321	Physician Assistant	10
65340	Physician Resident	12
65341	Physician	P3
65343	Physician Specialist	P2
65351	Optometrist	12
65371	Psychiatrist	P1
65391	Podiatrist	14
65411	Pharmacist	17
65413	Pharmaceutical Consultant	17
65421	Pharmacologist	17
65441	Medical Review Nurse	13
65452	Infectious Disease Control Cons.	13
65510	Interim Nurse	09
65511	Employee Health Nurse	12
65512	Nurse 1	13
65513	Nurse 2	14

65521	Psychiatric/MR Nurse	13
65522	Psychiatric/MR Nurse Coordinator	14
65531	Nurse Education Consultant	12
65541	Public Health Nurse Spec.	12
65551	Peer Review Nurse	13
65561	Indust. Rehab Nurse	12
65581	Medical Board Nurse Specialist	13
65591	Clinical Nurse Specialist	15
65641	Nursing Bd. Alt. Pgm. Case Worker	13
65651	Correctional Nurse Practitioner	15
65652	Nurse Practitioner	15
65653	Correctional Advanced Practice Nurse – Psychiatric – Mental Health	15
65654	Advanced Practice Nurse – Psychiatric – Mental Health	15
65711	Public Health Nutritionist	12
65721	Public Health Vision Const	12
65723	Public Health Speech Path	12
65725	Public Health Audiologist	12
65727	Public Speech, Hearing & Vision Coord.	13
65741	ODJFS Licensing/Certification Specialist	12
65751	Oral Health Consultant	12
65752	Oral Health Specialist	13
65781	Health Care Fac. Comp. Cons.	12
65791	MH Standards Surveyor	12
65991	Public Health Veterinarian	13
83311	Psychology Asst. 1	11
83312	Psychology Asst. 2	13
83313	Psychologist	15
86131	Clinical Health Care Surv. 1	11
86132	Clinical Health Care Surv. 2	12
86133	Clinical Health Care Surv. 3	13
86341	Dental Hygienist	11

Classification Number	Classification Title Unit 12	Pay Range
22161	Corpsmember Development Coordinator	10
33331	Community Development Analyst	32
62711	Business Analyst	13
64231	Rehab Manpower Rep	12
65211	Health Services Policy Analyst	13
65212	Health Services Policy Spec	14
65291	Medicaid Health Systems Analyst	11
65292	Medicaid Health Systems Specialist 1	12
65293	Medicaid Health Systems Specialist 2	13
65571	Volunteer Coord 1	08
65572	Volunteer Coord 2	10
65611	Ind Rehab Career Counselor	11
65621	Ind Rehab Work Simulator	11
65821	EAP Consultant	11
69181	Legal Rts Dis Rts Advoc 1	13
69182	Legal Rts Dis Rts Advoc 2	14
69211	Assistant Chaplain	08
69212	Chaplain	12
69311	Social Worker 1	09
69312	Social Worker 2	10
69313	Social Worker 3	11
69321	Correctional Prog Spec	10
69323	Correctional Program Coord	11
69331	Social Program Analyst 1	08
69332	Social Program Analyst 2	10
69341	Alcohol and Drug Counselor 1	09
69342	Alcohol and Drug Counselor 2	10
69343	Alcohol and Drug Counselor 3	11
69351	Parent Consultant	11
69361	Alcohol & Drug Pgm Spc 1 (Cert)	11

69362	Alcohol & Drug Pgm Spc 2 (Cert)	12
69371	Alcohol & Drug Pgm Spc 1 (Plnr)	11
69372	Alcohol & Drug Pgm Spc 2 (Plnr)	12
69381	Alcohol & Drug Pgm Spc 1 (Prev)	11
69382	Alcohol & Drug Pgm Spc 2 (Prev)	12
69391	Alcohol & Drug Pgm Spc 1 (C Com)	11
69392	Alcohol & Drug Pgm Spc 2 (C Com)	12
69413	Human Services Program Consultant	12
69421	Youth Class Spec	08
69431	Case Manage Spec	08
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	13
69491	Client Advocate	09
69611	Vocational Habilitation Spec 1	08
69612	Vocational Habilitation Spec 2	10
69671	Workshop Program Evaluator	10
69673	Workshop Prog Evaluator Spec	11
69691	Work Adjustment Spec	08
69711	Early Intervention Specialist	13
69720	Voc Rehab Associate Couns	08
69721	Voc Rehab Assistant Couns	09
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
69747	Voc Rehab Couns 2 (Empl Serv Spec)	10
69748	Voc Rehab Couns 3 (Empl Serv Spec)	11
69749	Voc Rehab Couns 4 (Empl Serv Spec)	12
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	13
69772	Indust Rehab Case Mgt Spec Coord.	13
69773	Indust Reemployment Spec	13
69781	Indust Rehab Voc Eval	11
69790	RSC Rehabilitation Program Specialist	13
69811	Parole Officer	10
69812	Senior Parole Officer	11
69831	Correction Class Spec	09
69861	Juvenile Parole Officer	10
69862	Senior Juvenile Parole Officer	11

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.

Same and Similar Classifications

Unit 11

1)	42420	Dietetic Technician
	42423	Dietitian
	42424	Dietetic Consultant
	65711	P.H. Nutritionist
2)	44263	L. Physical Therapist
3)	44231	Respiratory Therapist
4)	44511	Exercise Physiologist
5)	44271	Speech-Language Pathologist
	65723	P.H. Speech Pathologist
	65725	P.H. Audiologist
	65727	P.H. Speech, Hearing & Vision Coordinator
6)	44311	Occupational Therapist
7)	65111	Dentist
	65751	Oral Health Consultant
	65752	Oral Health Specialist

	86341	Dental Hygienist
8)	65721	P.H. Vision Consultant
	65727	P.H. Speech, Hearing & Vision Coordinator
9)	65340	Physician Resident
	65341	Physician
	65343	Physician Specialist
	65351	Optometrist
	65371	Psychiatrist
	65391	Podiatrist
10)	21562	Pharmacy Board Compliance Specialist
	65411	Pharmacist
	65413	Pharmaceutical Consultant
	65421	Pharmacologist
11)	30330	Health Planning Coordinator
	30331	Health Planning Specialist
	65741	ODJFS Licensing/Certification Specialist
	65781	Health Care Facilities Compliance Consultant
	86131	Clinical Health Care Surveyor 1
	86132	Clinical Health Care Surveyor 2
	86133	Clinical Health Care Surveyor 3
12)	33172	Staff Psychologist 2
	83311	Psychology Assistant 1
	83312	Psychology Assistant 2
	83313	Psychologist
13)	21611	Nurse Aide Program Regional Consultant
	21622	Nursing Board Compliance Agent

	21661	Nursing Board Monitoring Case Worker
	65231	Disease Intervention Specialist
	65441	Medical Review Nurse
	65452	Infectious Disease Control Consultant
	65510	Interim Nurse
	65511	Employee Health Nurse
	65512	Nurse 1
	65513	Nurse 2
	65521	Psychiatric/MR Nurse
	65522	Psychiatric/MR Nurse Coordinator
	65531	Nurse Education Consultant
	65541	P.H. Nurse Specialist
	65551	Peer Review Nurse
	65561	Industrial Rehabilitation Nurse
	65581	Medical Board Nurse Specialist
	65591	Clinical Nurse Specialist
	65641	Nursing Bd. Alternative Pgm. Case Worker
	65651	Correctional Nurse Practitioner
	65652	Nurse Practitioner
	65653	Correctional Advanced Practice Nurse – Psychiatric – Mental Health
	65654	Advanced Practice Nurse – Psychiatric – Mental Health
Unit 12		
1)	22161	Corpsmember Development Coordinator
2)	65571	Volunteer Coordinator 1
	65572	Volunteer Coordinator 2

3)	69211	Assistant Chaplain
	69212	Chaplain
4)	33331	Community Development Analyst
	65211	Health Services Policy Analyst
	65212	Health Services Policy Spec
	65291	Medicaid Health Systems Analyst
	65292	Medicaid Health Systems Specialist 1
	65293	Medicaid Health Systems Specialist 2
	65791	M H Standards Surveyor (Unit 11**)
	65821	EAP Consultant
	69181	Legal Rts Dis Rts Advoc 1
	69182	Legal Rts Dis Rts Advoc 2
	69311	Social Worker 1
	69312	Social Worker 2
	69313	Social Worker 3
	69321	Correctional Program Specialist
	69323	Correctional Program Coordinator
	69331	Social Program Analyst 1
	69332	Social Program Analyst 2
	69341	Alcohol and Drug Counselor 1
	69342	Alcohol and Drug Counselor 2
	69343	Alcohol and Drug Counselor 3
	69351	Parent Consultant
	69361	Alcohol & Drug Pgm Spc 1 (Cert)
	69362	Alcohol & Drug Pgm Spc 2 (Cert)
	69371	Alcohol & Drug Pgm Spc 1

		(Plnr)
	69372	Alcohol & Drug Pgm Spc 2 (Plnr)
	69381	Alcohol & Drug Pgm Spc 1 (Prev)
	69382	Alcohol & Drug Pgm Spc 2 (Prev)
	69391	Alcohol & Drug Pgm Spc 1 (C Com)
	69392	Alcohol & Drug Pgm Spc 2 (C Com)
	69413	Human Services Program Consultant
	69421	Youth Classification Specialist
	69431	Case Management Specialist
	69451	Human Services Specialist 1
	69452	Human Services Specialist 2
	69453	Human Services Specialist 3
	69461	Human Services Developer 1
	69462	Human Services Developer 2
	69491	Client Advocate
5)	65611	Industrial Rehabilitation Career Counselor
	65621	Industrial Rehabilitation Work Simulator
	69611	Vocational Habilitation Specialist 1
	69612	Vocational Habilitation Specialist 2
	69671	Workshop Program Evaluator
	69673	Workshop Program Evaluation Specialist
	69691	Work Adjustment Specialist
	69731	Rehabilitation Pgm Spec 1 (Except RSC)

	69732	Rehabilitation Pgm Spec 2 (Except RSC)
	69771	Industrial Rehabilitation Case Mgt. Spec
	69772	Ind Rehab Case Manag Spec Coor
	69773	Industrial Reemployment Specialist
	69781	Industrial Rehabilitation Voc Evaluator
6)	64231	Rehabilitation Manpower Representative
	69720	Voc Rehab Associate Counselor
	69721	Vocational Rehabilitation Assistant Counselor
	69722	Vocational Rehabilitation Counselor 2
	69723	Vocational Rehabilitation Counselor 3
	69724	Vocational Rehabilitation Counselor 4
	69731	Rehab Program Spec 1 (RSC only)
	69732	Rehab Program Spec 2 (RSC only)
	69746	Vocational Rehabilitation Counselor 1 (Employer Services Specialist)
	69747	Vocational Rehabilitation Counselor 2 (Employer Services Specialist)
	69748	Vocational Rehabilitation Counselor 3 (Employer Services Specialist)

	69749	Vocational Rehabilitation Counselor 4 (Employer Services Specialist)
	69752	Voc. Rehab Counselor 2 (Rehab Teacher)
	69753	Voc. Rehab Counselor 3 (Rehab Teacher)
	69754	Voc. Rehab Counselor 4 (Rehab Teacher)
7)	69811	Parole Officer
	69812	Parole Services Coordinator (Senior Parole Officer)
	69831	Corrections Classification Specialist
	69861	Juvenile Parole Officer
	69862	Senior Juvenile Parole Officer

APPENDIX B - LAYOFF JURISDICTIONS

Department of Aging - Statewide

Department of Development - Statewide

Department of Health - Two (2) jurisdictions

1. All counties north of the line formed by the northern borders of Darke, Shelby, Logan, Union, Delaware, Licking, Muskingum, Guernsey, and Belmont counties.
2. All counties south of the line formed by the northern borders of Darke, Shelby, Logan, Union, Delaware, Licking, Muskingum, Guernsey, and Belmont counties.

All district offices shall be considered to be in the layoff jurisdiction referenced above in which the district office is located.

Department of Job and Family Services - Two (2) jurisdictions

Columbus, Cincinnati District Offices, Central Office
Toledo, Cleveland, Canton

The Employer reserves the right to bargain changes to these jurisdictions at any time that a change in business operations necessitates with a thirty (30) day written notice to the Union.

Department of Mental Health - Two (2) jurisdictions

1. North: Heartland Behavioral Healthcare, Northcoast Behavioral Healthcare, Northwest Ohio Psychiatric Hospital
2. South: Appalachian Behavioral Healthcare, Central Office (O.S.S.), Summit Behavioral Healthcare, Twin Valley Behavioral Healthcare

*Employees within child care programs may displace into positions within their jurisdictions; however, employees not in child care programs in the jurisdiction cannot displace or recall into a child care program.

Department of Developmental Disabilities

Six (6) jurisdictions

1. Warrensville, Youngstown,
2. Northwest Ohio, Tiffin
3. Montgomery, Southwest Ohio,
4. Cambridge, Gallipolis
5. Central Office
6. Columbus, Mount Vernon

Department of Youth Services - Two (2) jurisdictions

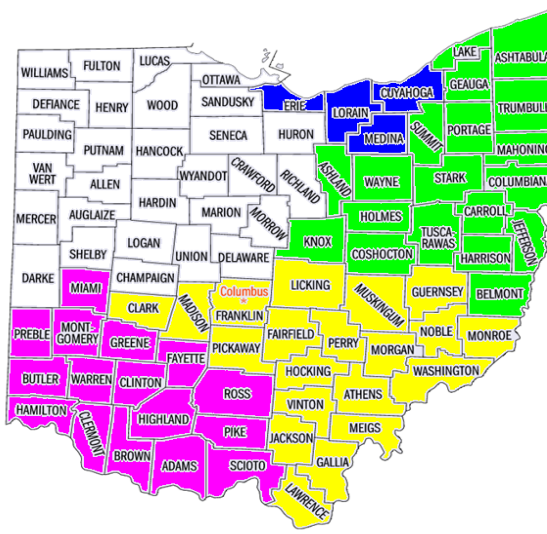
1. North: Akron, Cleveland, Cuyahoga Hills, Indian River, Toledo
2. South: Central Medical Facility, Circleville, Columbus, Dayton, Scioto Village

Department of Rehabilitation and Correction

A. Parole & Community Services - Five (5) jurisdictions
   1. Cleveland: Cuyahoga, Erie, Lorain, Medina
   2. Columbus: Athens, Clark, Fairfield, Franklin, Gallia, Guernesy, Hocking, Jackson, Lawrence, Licking, Madison, Meigs, Monroe, Morgan, Muskingum, Noble, Perry, Pickaway, Vinton,

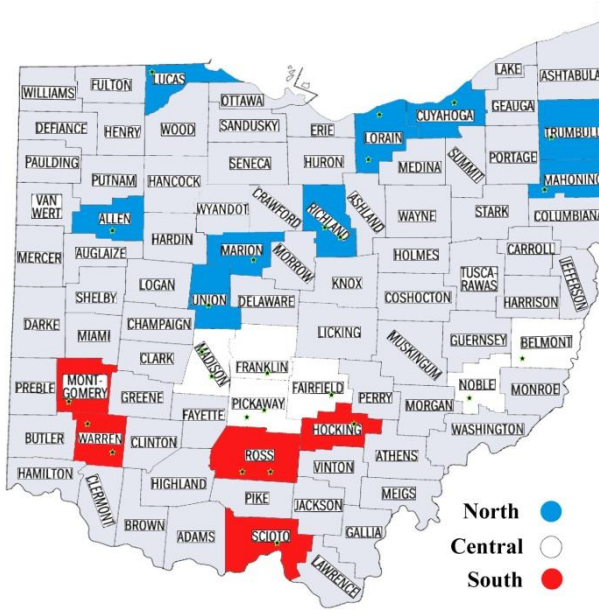
Washington

3. Cincinnati: Adams, Butler, Brown, Clermont, Clinton, Fayette, Greene, Hamilton, Highland, Miami, Montgomery, Pike, Preble, Ross, Scioto, Warren
4. Lima: Allen, Auglaize, Champaign, Crawford, Darke, Defiance, Delaware, Fulton, Hancock, Hardin, Henry, Huron, Logan, Lucas, Marion, Mercer, Morrow, Ottowa, Paulding, Putnam, Richland, Sandusky, Seneca, Shelby, Van Wert, Wood, Wyandot, Williams, Union
5. Akron: Ashland, Ashtabula, Belmont, Carroll, Columbiana, Coshocton, Geauga, Harrison, Holmes, Jefferson, Knox, Lake, Mahoning, Portage, Stark, Summit, Trumbull Tuscarawas, Wayne



B. Institutions - Three (3) jurisdictions

1. North: Marion, Mansfield, Ohio Reformatory for Women, Northeast Pre-Release Center, Allen-Oakwood, Grafton, Lorain, Trumbull, Toledo, OSP, and Richland
2. Central: Belmont, Franklin Medical Center, Pickaway, Southeastern Correctional Institution, London, Madison, Corrections Reception Center, Noble, and Operation Support Center
3. South: Lebanon, Chillicothe, Hocking, Southern Ohio Correctional Facility, Warren, Ross, and Dayton



Rehabilitation Services Commission – Four (4) Jurisdictions

1. Ashtabula, Columbiana, Cuyahoga, Geauga, Lake, Mahoning, Medina, Portage, Summit, Trumbull
2. Athens, Belmont, Carroll, Coshocton, Delaware, Fairfield, Franklin, Gallia, Guernsey, Harrison, Hocking, Holmes, Jackson, Jefferson, Lawrence, Licking, Morgan, Meigs, Monroe, Muskingum, Noble, Perry, Pickaway, Pike, Ross, Scioto, Stark, Vinton, Tuscarawas, Washington, Wayne
3. Adams, Brown, Butler, Clark, Champaign, Clermont, Clinton, Darke, Fayette, Greene, Hamilton, Highland, Madison, Miami, Montgomery, Preble, Warren
4. Allen, Ashland, Auglaize, Crawford, Defiance, Erie, Fulton, Hancock, Hardin, Henry, Huron, Knox, Logan, Lorain, Lucas, Marion, Mercer, Morrow, Ottawa, Paulding, Putnam, Richland, Sandusky, Seneca, Shelby, Union, Van Wert, Williams, Wood, Wyandot

Bureau of Workers' Compensation - Two (2) jurisdictions

1. Cincinnati, Dayton, Logan, Portsmouth, Springfield, Columbus, Governor's Hill, OCOSH and all other Franklin County Offices; Cambridge, and Hamilton
2. Cleveland, Youngstown, Canton, Toledo, Lima, Mansfield, and Garfield Heights

All Other Agencies: Statewide jurisdictions

APPENDIX C - OCCUPATIONAL INJURY LEAVE GUIDELINES

I. Definitions

a. Allowed Psychological Condition: A psychological condition, diagnosed by a psychiatrist or psychologist

chosen from the "Approved Physician" list that develops after, and is related to, the allowed physical condition.

b. Allowed Physical Condition: A physical condition diagnosed by an "Approved Physician" that arises from an injury inflicted by a ward as defined below. The physical condition includes the substantial aggravation of a pre-existing condition, if such aggravation arises from an injury inflicted by a ward.

c. Approved Physician: A physician who is designated on a list compiled through the agreement of both parties for the purpose of diagnosing, evaluating and treating the condition within seven (7) calendar days of the original "Date of Injury." The employee shall continue to be treated by an "Approved Physician" until the employee is approved to return to work or the employee's OIL benefits are exhausted. If the employee is unable to schedule an appointment for an initial diagnosis with an Approved Physician within 48 hours of the injury, the employee must notify the Agency Workers' Compensation representative immediately. If the employee's injury is of a nature which requires an emergency room visit, the employee may be initially diagnosed and evaluated by the Emergency Room doctor. Thereafter, if additional treatment is required, the employee must consult an Approved Physician.

d. Conclusively Establish: The facts show that it was more likely than not that the events giving rise to this claim occurred.

e. Date of Injury: The date the events triggering this claim occurred.

f. Inflicted By: Injured by a ward of the State

1. in an attempt to subdue, control or restrain a ward's inappropriate behavior, or
2. as the result of being physically harmed in the course of the employee's duty, as long as the

injury was not accidental in nature or as a result of the employee's own misconduct or negligence; or

3. during pursuit of the ward in such circumstances where a ward attempts to flee following the aforementioned inappropriate behavior.

g. Totally Disabled: The inability to perform sustained remunerative employment or other activity(ies) that are consistent with his/her medical/psychological restrictions while receiving OIL benefits due to the allowed conditions of the claim.

h. Ward: An inmate, patient, resident, client, youth, offender, or student.

II. Eligibility for Occupational Injury Leave (OIL)

A permanent employee of the Department of Mental Health, the Department of Developmental Disabilities, the Department of Veterans Services, and Schools for the Deaf and Blind, Department of Rehabilitation and Correction, and the Department of Youth Services who sustains an allowed physical condition inflicted by a ward in the above agencies in the course of, and arising out of, the injured employee's employment shall be eligible request occupational injury leave (OIL) benefits in addition to his/her claim for workers' compensation.

The injured worker shall:

1. Follow the respective Agency's accident reporting guidelines;
2. Obtain an OIL application, if applicable, from the designated location at his/her institution or the employee's immediate supervisor. This location shall be posted prominently for all shifts;
3. Complete and submit the employee section of the OIL application, if applicable, within twenty (20) calendar days from the date of injury. If the

employee is medically unable to complete the application, he/she may have someone acting on his/her behalf complete the employee section of the application for him/her;

4. Provide the approved physician with the appropriate DAS Physician's Statement form and follow-up with approved physician to ensure the form is submitted appropriately; and
5. File a Workers' Compensation claim at the same time the employee requests OIL benefits.

III. Processing of the OIL Application

In order to receive OIL benefits in lieu of Workers' Compensation Temporary Total Disability Compensation (TTD), the employee must conclusively establish that an allowed physical condition was "inflicted by" a ward in the course of, and arising out of, the injured employee's employment. The burden of proving the truth of the facts as alleged as well as proof of timely medical treatment shall be on the employee and shall further include any other elements of proof necessary for the allowance of this claim.

If the injury is found to be accidental in nature, or to have arisen from the misbehavior or negligence on the part of the employee, the OIL benefits shall not be awarded and any benefits received must be repaid in accordance with Appendix C, Section IV.

Within five (5) business days of receipt of the request for OIL benefits, the Employer shall notify the DAS designee if the Employer (1) agrees with the OIL benefits request; (2) disagrees with the OIL benefits request; or (3) has the OIL benefits request under investigation and forward the application. The DAS designee will immediately review the application for payment of OIL benefits.

The Employer shall make a good faith effort to

complete any investigation of an OIL benefits request within twenty (20) calendar days and notify the DAS designee of their findings. Allowance or denial of OIL claims must be documented in writing and provided to the employee.

IV. Administration of OIL Benefits

An employee receiving OIL benefits shall be eligible for his/her total rate of pay during the period of time that there is medical evidence establishing that the employee is totally disabled as the result of the work injury. The employee shall submit medical documentation from an approved physician supporting the extent of disability. OIL will be payable for an allowed psychological condition that is found to be related to an allowed physical condition(s).

The OIL benefit will be paid pending the initial determination of the OIL claim. The total hours of OIL shall not exceed 960 hours per OIL claim without exception. OIL shall be paid in lieu of workers' compensation TTD benefits. If the employee accepts TTD compensation from BWC for the injury or the IC determines that the employee has reached maximum medical improvement, such employee will not be eligible to receive OIL benefits. Any requests for additional allowances to a claim shall be approved by the BWC/IC prior to processing an extension of OIL benefits. Clarification of the diagnosis from the Approved Physician or a request for extension of benefits from the Approved Physician shall not be considered an additional allowance. Initial denial of the OIL claim ends the payment of the OIL benefit.

If the employee's OIL claim is denied, but the employee's Workers' Compensation claim is still pending, the employee may be eligible for salary continuation, not to exceed 480 hours. Any hours

previously paid to the employee under OIL will be counted toward the 480 hours. If the employee's OIL claim is denied or if the employee is disqualified from receiving OIL benefits, the employee must, after all administrative appeals have been exhausted, either substitute sick, vacation, or personal leave, or reimburse the Employer any OIL benefits received during the period of time from the date of injury until the final administrative determination. The Agency will work with the employee to determine if leave will be deducted or to set up a repayment procedure.

An employee receiving OIL benefits shall accrue sick leave and personal leave but shall not accrue vacation leave. Pay under OIL shall not be charged to the employee's accumulation of sick leave. The employee is not eligible to use leave balances while receiving OIL. The employee is not eligible for other paid leaves, including holiday pay and those under Articles 14, 15, or 26 while receiving OIL.

Once an employee's OIL application has been approved, the employee shall not be subject to the Agency's daily call-off procedures or any other absentee requirements that are not included in this Appendix, unless the employee is participating in the Transitional Return to Work program. The employee is responsible for notifying the Agency of their expected return to work date.

V. Appeal of the Denial of an OIL Claim

If an employee's request for OIL benefits is completely denied, the employee may appeal the denial through the process detailed below. The employee shall not have rights under the Article 7 grievance procedure. In the event an Article 7 grievance is filed concerning an OIL issue, the grievance shall be forwarded to DAS benefits to process as an appeal. In the event a non-OIL

issue(s) is also alleged in the grievance, said issue shall be separated from the appeal and processed pursuant to Article 7.

If the employee has been receiving OIL benefits pending determination of the claim, the benefits will end with the initial denial and the employee will not be eligible for any OIL benefits during the appeal process. The employee may be eligible for salary continuation during the appeal process, which may not exceed 480 hours.

Within twenty (20) calendar days from the date the initial denial letter is postmarked, the employee must submit a letter to DAS Benefits, attaching any additional information to support his/her appeal. DAS Benefits will conduct an initial review of the appeal. If the employee's OIL claim was denied on procedural issues or the employee has failed to provide any new information to support the appeal, DAS Benefits shall issue a letter to the employee within ten (10) working days of receipt of the letter denying the appeal and send a copy of the letter, the employee's OIL application, and any other documents submitted to SEIU/District 1199's Central Office.

If SEIU/District 1199 determines that further review is necessary, they will submit a request to OCB for a panel to be convened to review the claim. The panel will consist of three (3) members: a representative of an Agency which is not the employing Agency and who regularly works with OIL, a representative of the Union who is not employed by the employing Agency, and a representative or designee of the State Employment Relations Board (SERB). Representatives from OCB and SEIU/District 1199 may attend, but will not be voting members of the panel. The panel will be convened within fourteen (14) days of OCB's receipt of the request. The panel will complete a file review of the claim and any

information provided by the employee and make a determination to uphold or overturn the denial. The panel will issue the decision immediately or within three (3) days if further investigation is necessary. The panel's decision will be in writing and will be final.

If the employee accepts Workers' Compensation TTD Compensation during the appeal process, he/she may continue to submit extension paperwork. If the employee's appeal is upheld OIL benefits will be awarded and the Agency will work with the employee to repay any Workers' Compensation TTD benefits that were awarded.

VI. Disqualification

An employee shall be disqualified from receiving OIL benefits under any of the following circumstances:

a. the employee knowingly makes any false misleading statement(s) and/or alters, falsifies, destroys or conceals any document in order to be eligible to receive OIL;
b. the employee engages in sustained remunerative employment or other activity(ies) that are inconsistent with his/her medical/psychological restrictions while receiving OIL benefits;
c. the employee is no longer in the state service or has been voluntarily or involuntarily disability separated; or
d. the employee is incarcerated.

If any of the above circumstances occur, OIL benefits shall be immediately terminated and the employee shall reimburse the State in the amount of any benefits improperly received.

The employee may also be subject to disciplinary action, up to and including termination and criminal prosecution.

APPENDIX D - DRUG-FREE WORKPLACE POLICY

Section 1. Statement of Policy

A. Both the State and the Union desire a workplace that is free from the adverse effects of alcohol and other drugs. As such, both parties acknowledge that substance abuse is a serious and complex, yet treatable, condition/disease that adversely affects the productive, personal and family lives of employees. The parties further acknowledge that substance abuse may lead to safety and health risks in the workplace, for the abusers, their co-workers, and the public-at-large. Accordingly, the State and the Union pledge to work collaboratively in programs designed to reduce and eradicate the abuse of alcohol and drugs.

B. The Union recognizes the need to address problems associated with having on-duty employees under the influence of alcohol or drugs. The Union also recognizes the State's obligations under the Federal Drug-Free Workplace Act of 1988 and other Federal laws and regulations concerning the controlling of substance abuse in the workplace. At the same time, the State recognizes employees' rights to privacy and other constitutionally guaranteed rights, as well as the due process and just cause obligations of this Agreement. Both parties agree that the emphasis of any drug-free workplace programs shall be to prevent and rehabilitate employees and to abate risks created by employees who are on duty in an impaired condition.

C. The State will periodically provide information and training programs concerning the impact of alcohol and other drug use on job performance, as well as information concerning the State's Employee Assistance Program and any other resources that an

employee or his/her family may contact for assistance in overcoming an alcohol and/or other drug problem. All bargaining unit employees shall be furnished with a copy of the Employer's drug-free workplace policies within thirty (30) days of initial employment with a state Agency. Additionally, each employee will similarly be provided with a written description of the Employer's drug testing policy, including the procedures under which a test may be ordered, procedures for obtaining samples for testing, how testing will be conducted and reported to the Employer and employees; and the potential consequences of refusing to submit to testing or of positive test results. In addition, managers and supervisors shall be provided training about the Drug-Free Workplace Policy and alcohol and the drug-testing program in order to ensure that the policy and program are administered consistently, fairly, and within appropriate Constitutional parameters.

Training will be provided to all covered employees prior to implementation based upon agreement of the parties. Joint training by the parties can be provided on an Agency basis. New employees who are covered will be provided notice and training prior to testing. Testing for new classifications listed in Article 49 and Section 7 of this article shall not be implemented until January 1, 2001.

D. Any employees suffering from a substance abuse problem shall receive the same careful consideration and offer of treatment that is presently extended under the State's existing benefit plans to those employees having other mental health and substance abuse conditions, as well as under the Employee Assistance Plan established under Article 20 of this

Agreement. The same benefits and insurance coverages that are provided for all other illnesses, diseases, and/or physical or psychological conditions, under the State's established health insurance benefit plan, shall be available for individuals who accept medically approved treatment of alcoholism or drug dependency.

E. An employee's refusal to accept referral for diagnosis or to follow the prescribed treatment will be handled in accordance with other policies relating to job performance, subject to the contractual grievance/arbitration procedures and other provisions of this Agreement. No person with a substance abuse problem shall have his/her job security or promotional opportunities jeopardized by a request for diagnosis and/or treatment. Continued unacceptable job performance, attendance, and/or behavioral problems will result in disciplinary action, up to and including termination.

F. The confidential nature of the medical records of employees with substance abuse problems shall be maintained pursuant to both Ohio and Federal laws. Similarly, all records relating to drug tests and their results shall be maintained in accordance with Ohio and Federal laws.

G. All Department heads, managers, and supervisors are responsible for adherence to, and implementation, enforcement, and monitoring of, this policy.

Section 2. Drug-Testing Conditions

A. State Testing

1. Reasonable Suspicion

Employees covered by this Agreement may be required to submit a urine specimen for testing for the presence of drugs or a breath sample for the testing of the presence of alcohol:

Where there is reasonable suspicion to believe that the employee, when appearing for duty or on the job, is under the influence of, or his/her job performance, is impaired by alcohol or other drugs. Such reasonable suspicion must be based upon objective facts or specific circumstances found to exist that present a reasonable basis to believe that an employee is under the influence of, or is using or abusing, alcohol or drugs. Examples of reasonable suspicion shall include, but are not limited to, slurred speech, disorientation, abnormal conduct or behavior, or involvement in an on-the- job accident resulting in disabling personal injury requiring immediate hospitalization of any person or property damage in excess of $2,000, where the circumstances raise a reasonable suspicion concerning the existence of alcohol or other drug use or abuse by the employee. In addition, such reasonable suspicion must be documented in writing and supported by two witnesses, including the person having such suspicion. The immediate supervisor shall be contacted to confirm a test is warranted based upon the circumstances. Such written documentation must be presented to the employee and the department head, who shall maintain such report in the strictest confidence, except that a copy shall be released to any person designated by the affected employee.

2. Rebuttable Presumption

For the determination of eligibility for Workers' Compensation and benefits a positive test creates a "rebuttable presumption:" (1) if an employee has been injured and the Employer

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

attributable to other factors.

3. **Random Testing**

Employees who have direct contact with inmates, youths, or parolees in the Department of Rehabilitation and Correction and Department of Youth Services or others who are under the supervision or jurisdiction of these agencies shall be subject to random drug testing.

B. Federal Testing

Employees who are required to be tested pursuant to Federal laws and/or Federal regulations shall be tested in accordance with those laws and regulations.

Section 3. Testing Procedures and Guarantees

A. State Testing

1. Procedures and protocols for the collection, transmission and testing of the employees' samples shall conform to the methods and procedures provided by Federal regulations pursuant to the Federal Omnibus Transportation Employee Testing Act of 1991.
2. Employees shall have the right to consult with a Union representative, if one is available one hour prior to testing, and a Union representative may accompany the employee to the specimen collection site as long as reasonable suspicion is called for by the Employer.
3. The random testing pools for DYS employees and DR&C employees shall be maintained on a State-wide basis that includes all employees in the Agency who are subject to random testing. The random testing pool shall be maintained and administered by the Drug-Free Workplace Services Program of the Department of Administrative Services. The percentage of employees to be tested annually will vary during

the first two (2) years of the Agreement, the percentage of the employees to be tested annually at up to 30% of the random testing pool. During the last year of the agreement, the percentage of the employees to be tested annually can vary from 10% to 30% of the average total of the random testing pool.

4. The Drug-Free Workplace Office of DAS may issue the random testing list to DYS Central Office and DR&C Operation Support Center. The Agency Central Office shall issue a list of employees to the appropriate Facilities/Institutions. Any employee included on the list who is subject to a random test shall be tested within seven (7) days after the Facility/Institution has received the random list. Any employee who is not tested within seven (7) days after the Facility/Institution receives the list shall not be tested as a result of that list.
5. A test result which indicates a .04% blood alcohol level will be considered a positive test. No consequences will attach to any result below a .04% level.
6. The employee shall be responsible for the cost of all follow-up alcohol and drug tests that are ordered by the Employer.

B. Federal Testing

1. The Employer will comply with all provisions of the Federal Omnibus Transportation Employee Testing Act of 1991 and the Federal Drug Free Workplace Act of 1988 and any other Federal laws and regulations covering the control of substance abuse in the workplace. Any proposed policies or guidelines proposed by the Employer to comply with these regulations will be

provided to the Union. The Employer will comply with any bargaining obligations as required by law.

2. The random testing pool shall be maintained and administered by the Drug Free Workplace Services Program of the Department of Administrative Services.

Section 4. General Provisions Applicable To All Testing

A. Subject to the reasonable requirements of the laboratory, the Union shall have the right, upon reasonable request made to the laboratory, to inspect and observe any aspect of the drug testing program, with the exception of individual test results. The Union may inspect individual test results, if the release of such information is authorized, in writing, by the affected employee.

B. Covered employees will be selected from the random selection pool by a computer-driven random number process based upon the position control numbers of all positions for which testing is required. Procedures will be developed by each Agency and work site with the approval of the Drug Free Workplace Services pursuant to state wide policy.

C. Periodically, at the Union's discretion, the Union shall have the opportunity to audit the State's sampling and testing procedures.

D. An employee may be assigned to non-safety sensitive duties after testing positive. However, no employee may be displaced from a pick-a-post position based on such an assignment.

E. If the employee is sent home after notice is received by the Employer that he/she tested positive the Employer shall place the employee on administrative leave with pay pending notice of the pre-disciplinary

meeting. If the employee does not waive the 72 hour pre-disciplinary meeting requirement, the employee shall be placed on approved administrative leave without pay and may use any accruals to cover the time off.

F. All sample collection shall be conducted off-site by professional non-state personnel subject to the requirements of the testing lab unless the parties on a facility-by-facility basis mutually agree to an alternative sample collection process.

G. Travel time and testing are to be considered "time worked" for compensation purposes.

Section 5. Notice of Drug-Related Convictions

As required by the Federal Drug-Free Workplace Act of 1988, each employee covered by this Agreement is required to notify his/her Agency head or his/her designee, within five (5) days after he/she is convicted of a violation of any federal or state criminal drug statute, provided such conviction occurred at the workplace or any location where the employee is working at the time of the incident which led to the conviction. Each Agency is required to notify any federal Agency with which it has a contract or grant, within ten (10) days after receiving notice from the employee, of the fact of such conviction. Any employee's failure to report such a conviction will subject such employee to disciplinary action, up to and including termination consistent with the just cause standards set forth in Article 24 of this Agreement. An Agency head or his/her designee may refer such employees to the Employee Assistance Program for referral and treatment.

Section 6. Disciplinary Action

On the first occasion in which any employee who is determined to be under the influence of, or using, alcohol or other drugs, while on duty, as confirmed by testing

pursuant to this policy, the employee shall be given the opportunity to enter into and successfully complete a substance abuse program certified by the Ohio Department of Alcohol and Drug Addiction Services. No disciplinary action shall be taken against the employee, provided he/she successfully completes the program. Last chance agreements shall not be effective for longer than five (5) years, except if any of the following situations led to the drug or alcohol testing, in which case the last chance agreement shall be of an unlimited duration:

1. Any accident involving a fatality;
2. Any accident in which the driver is cited and there is disabling damage to the vehicle(s) requiring tow away; or
3. Any accident in which the driver is cited and off site medical treatment was required.

Any last chance agreements entered into during the term of the last contract shall be subject to the above provision. Employees on their initial probationary period who test positive for drugs or alcohol from either a random or reasonable suspicion test shall not be eligible for a last chance or EAP Agreement. The probationary employee shall be terminated on the first occasion in which they test positive for alcohol or other drugs.

Section 7. Safety Sensitive Positions

Employees that are eligible to be assigned to work in these positions shall be subject to random testing as described above.

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

B.U.	Class #	Title
11	44231	Respiratory Therapist
11	44263	Lic. Physical Therapist
11	44271	Speech-Language Pathologist
11	44311	Occupational Therapist
11	44511	Exercise Physiologist
11	65111	Dentist
11	65321	Correctional Physician Assistant
11	65340	Physician Resident
11	65341	Physician
11	65343	Physician Specialist
11	65344	Psychiatric Assistant
11	65351	Optometrist
11	65371	Psychiatrist
11	65391	Podiatrist
11	65411	Pharmacist
11	65413	Pharmaceutical Consultant
11	65421	Pharmacologist
11	65510	Interim Nurse
11	65512	Nurse 1
11	65513	Nurse 2
11	65521	Psychiatric/MR Nurse
11	65522	Psychiatric/MR Nurse Coordinator
11	65651	Correctional Nurse Practitioner
11	65652	Nurse Practitioner
11	65653	Correctional Advanced Practice Nurse – Psychiatric – Mental Health
11	65654	Advanced Practice Nurse – Psychiatric – Mental Health
11	83311	Psychology Asst. 1
11	83312	Psychology Asst. 2
11	83313	Psychologist
11	86341	Dental Hygienist

B.U.	Class #	Title
12	69311	Social Worker 1 (Excluding Legal Rights Service)
12	69312	Social Worker 2 (Excluding Legal Rights Service)
12	69313	Social Worker 3 (Excluding Legal Rights Service)
12	69341	Alcohol and Drug Counselor 1
12	69342	Alcohol and Drug Counselor 2
12	69343	Alcohol and Drug Counselor 3
12	69361	Alcohol and Drug Pgm Spc 1 (Cert)
12	69362	Alcohol and Drug Pgm Spc 2 (Cert)
12	69371	Alcohol and Drug Pgm Spc 1 (Plnr)
12	69372	Alcohol and Drug Pgm Spc 2 (Plnr)
12	69381	Alcohol and Drug Pgm Spc 1 Prev)
12	69382	Alcohol and Drug Pgm Spc 2 Prev)
12	69391	Alcohol and Drug Pgm Spc 1 (C Com)
12	69392	Alcohol and Drug Pgm Spc 2 (C Com)
12	69861	Juvenile Parole Officer
12	69862	Senior Juvenile Parole Officer

APPENDIX E – ALTERNATIVE WORK LOCATIONS

1. The parties have jointly committed to allow field workers and employees of the Adult Parole Authority to conduct a portion of their work at a mutually agreed to alternative work location with the expectation that it will increase efficiency, encourage productivity, and reduce costs while continuing to promote flexibility.
2. A “field worker” is an 1199 employee who on a regular, routine, and predictable basis works eighty percent (80%) or more hours on average in a travel

status. The duties of these workers generally require them to meet and work on-site with clients or customers who are dispersed throughout a district or geographic territory.

3. A field worker's ability to work from an alternative work location is voluntary and is not an employee right. An Agency's decision to deny an employee's request to work from an alternative work location is not grievable.
4. Prior to participation, a field worker and the Agency must enter into an agreement that, at a minimum, must specify:
    a. The alternative work location;
    b. The hours and days per week to be worked at the alternative work location;
    c. The assignments that are appropriate for and expected to be completed at the alternative work location, and the methods of evaluation to be employed;
    d. The equipment and supplies that will be needed and who will be responsible for providing and maintaining them. The alternative work location should not increase costs to the State of Ohio;
    e. How routine communications between the supervisor, field worker, co-workers and customers during the Agency's core business hours will be handled;
    f. That field workers will notify their supervisor immediately of any situation which will interfere with their ability to perform their job;
    g. The field worker's acknowledgement of statewide and Agency-specific security policies, standards and guidelines to ensure confidentiality, integrity and availability of sensitive data; and,

h. That field workers will designate a separate work space in the alternative work location that is free from hazards and other dangers to the field worker and the Agency's equipment.

5. Supervisors shall require the field worker to provide a daily itinerary that details the hours and assignments the field worker expects to complete at the alternative work location. Itinerary changes shall be forwarded to the field worker's supervisor as soon as the field worker is aware of the need for the change.
6. Supervisors may require field workers to report to a central workplace as needed.
7. Supervisors may, with reasonable notice, make onsite visits to the employee's alternative work location. Failure to permit an onsite visit may result in termination of the employee's participation in the alternative work location agreement.
8. Adequate precautions must be taken at the alternative work location to ensure the security of state data, hardware and communication links. State data, applications, documents and other state resources must be protected by the field worker from unauthorized viewing, use or access by all third parties. In the event a field worker has received authorization from management to transport or store sensitive data at the alternative work location, data encryption and/or physical security measures must be implemented.
9. The agreement does not alter the terms and conditions of appointment, including salary, benefits, individual rights, or obligations. All pay, leave, overtime requests, and travel entitlement shall be based on provisions of the collective bargaining agreement and Agency policy.

10. Any work-related injuries must be reported to the field worker's supervisor immediately in accordance with the Agency's reporting policies. Field workers understand that they remain liable for injuries or damage to the person or property of third parties on the premises, and agree to indemnify and hold the Agency harmless from any and all claims for losses, costs, or expenses asserted against the Agency by such third parties.
11. The field worker may opt to terminate the agreement for any reason with fourteen (14) days advance written notice to their supervisor.

Management may opt to terminate the agreement for a good business reason by providing written notice to the field worker. The Employer will not terminate the agreement in an arbitrary or capricious manner. Should the Employer decide to terminate the agreements of an entire classification, notice will be provided to the Union and it will be an appropriate subject for the Agency Professional Committee. Termination of the agreement shall not be grievable.

AGENCY AGREEMENTS AND MEMORANDA OF UNDERSTANDING

DEPARTMENT OF ALCOHOL AND DRUG ADDICTION SERVICES

I. 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.

II. Career Ladder

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 the parties have agreed to the following:

The Department of Alcohol and Drug Addiction Services and District 1199/SEIU agree that a career ladder for Alcohol and Drug Counselor 1's will aid in the retention and recruitment of qualified professionals. This career ladder will provide incentive and opportunity for professional growth for Alcohol and Drug Counselor 1's to pursue and maintain a LCDC or LICDC License recognized by the Ohio Chemical Dependency Professionals Board or other licensing authority with jurisdiction over professions authorized to provide counseling services.

Career Ladder Description:

1. An employee shall be eligible to participate in the career ladder after completing ninety (90) days of service as a Alcohol and Drug Counselor 1 and having received a valid license.
2. Eligible Alcohol and Drug Counselor 1's who provide proof that they have received their credential shall be reassigned to Alcohol and Drug Counselor 2. The rate of pay will be set at the lowest step in the pay range for the Alcohol and Drug Counselor 2 classification that is not less than the employee's current rate of pay.
3. The personnel action will be coded as "reassignment" and employees who have completed the initial probationary period in the Alcohol and Drug Counselor 1 classification shall serve a new probationary period of 180 days pursuant to Contract Article 9.
4. The probationary period for eligible Alcohol and Drug Counselor 1's who have not completed their initial probationary period, and who are assigned to Alcohol and Drug Counselor 2, shall be continued for 180 days after their date of reassignment. Such

continuation of the probationary period shall be pursuant to Article 9.

5. Employees classified as Alcohol and Drug Counselor 2 or Alcohol and Drug Counselor 3 must maintain a LCDC or LICDC License recognized by the Ohio Chemical Dependency Professionals Board. A lapsed, suspended or revoked license will result in immediate disciplinary action up to and including removal.

The Agency and the Union agree that all Alcohol and Drug Program Specialists must maintain a valid license based upon their area of expertise. A lapsed, suspended or revoked license will result in immediate disciplinary action up to and including removal. There will be a supplemental pay of 3% of the class base for all hours in active pay status for Alcohol and Drug Program Specialists by virtue of maintaining the appropriate license. The supplemental pay shall go into effect January 1, 2007. An additional supplement based on the number of qualifying licensure is not permitted. The license area of expertise shall be as follows:

Certification

1. Licensed Independent Chemical Dependency Counselor licensed by the Ohio Chemical Dependency Professionals Board.
2. Licensed Chemical Dependency Counselor III licensed by the Ohio Chemical Dependency Professionals Board.
3. Licensed Independent Social Worker licensed by the Ohio Counselor, Social Worker and Marriage & Family Therapist Board.
4. Licensed Social Worker licensed by the Ohio Counselor, Social Worker and Marriage & Family Therapist Board.
5. Licensed Professional Clinical Counselor licensed by

the Ohio Counselor, Social Worker and Marriage & Family Therapist Board.

6. Licensed Professional Counselor licensed by the Ohio Counselor, Social Worker and Marriage & Family Therapist Board.

Prevention

1. Ohio Certified Prevention Specialist I licensed by the Ohio Chemical Dependency Professionals Board.
2. Ohio Certified Prevention Specialist II licensed by the Ohio Chemical Dependency Professionals Board.
3. Licensed Chemical Dependency Counselor II, with documented alcohol or drug prevention experience, licensed by the Ohio Chemical Dependency Professionals Board.
4. Licensed Chemical Dependency Counselor III, with documented alcohol or drug prevention experience, licensed by the Ohio Chemical Dependency Professionals Board.
5. Licensed Independent Chemical Dependency Counselor, with documented alcohol or drug prevention experience, licensed by the Ohio Chemical Dependency Professionals Board.
6. Licensed Independent Social Worker licensed by the Ohio Counselor, Social Worker and Marriage & Family Therapist Board.
7. Licensed Social Worker licensed by the Ohio Counselor, Social Worker and Marriage & Family Therapist Board.
8. Licensed Professional Counselor licensed by the Ohio Counselor, Social Worker and Marriage & Family Therapist Board.
9. School Educator and/or Counselor, with documented alcohol and other drug prevention experience, who is certified or licensed by the Ohio Department of Education.

10. Registered Nurse, with documented alcohol or drug prevention experience, who is registered with the Ohio Nursing Board.
11. Certified Health Education Specialist, with documented alcohol and other drug prevention experience, who is certified by the National Commission on Health Education Credentialing.
12. Physician with documented alcohol and other drug prevention experience.
13. Psychologist with documented alcohol and other drug prevention experience.

Treatment and Recovery Services

1. Licensed Independent Chemical Dependency Counselor licensed by the Ohio Chemical Dependency Professionals Board.
2. Licensed Chemical Dependency Counselor II licensed by the Ohio Chemical Dependency Professionals Board.
3. Licensed Chemical Dependency Counselor III licensed by the Ohio Chemical Dependency Professionals Board.
4. Licensed Independent Social Worker licensed by the Ohio Counselor, Social Worker and Marriage & Family Therapist Board.
5. Licensed Social Worker licensed by the Ohio Counselor, Social Worker and Marriage & Family Therapist Board.
6. Licensed Professional Clinical Counselor licensed by the Ohio Counselor, Social Worker and Marriage & Family Therapist Board.
7. Licensed Professional Counselor licensed by the Ohio Counselor, Social Worker and Marriage & Family Therapist Board.
8. Ohio Certified Prevention Specialist I licensed by the Ohio Chemical Dependency Professionals Board.

9. Ohio Certified Prevention Specialist II licensed by the Ohio Chemical Dependency Professionals Board.

ODADAS employees currently working as a Program Specialist will receive the 3% supplement provided that they have the appropriate licensure or have a masters level degree or higher in the social services field. ODADAS employees currently working as a Program Specialist without the appropriate licensure or educational requirement shall maintain their current position without the 3% supplement.

If a DAS classification study documents an upgrade in pay status, the 3% supplemental pay shall cease upon implementation.

Effective January 1, 2007, an institutional supplement of 3% of the class base for all hours in active pay status will be paid to ODADAS employees who work in ODRC institutions.

DEPARTMENT OF HEALTH

As a result of Agency-specific negotiations between the Ohio Department of Health, the State of Ohio and District 1199/SEIU, the parties, agree to the following:

Division of Quality Assurance

The Agency and the Union agree that there will be two (2) levels of Health Care Facility Surveyor, an entry level at pay range 12 and an independent level at pay range 13 (each of which must be one of four disciplines: Registered Nurse, Dietician, Registered Sanitarian or Licensed Social Worker).

Additional aspects of this agreement include:

1. The entry-level classification requires a one-year probationary period, though a step increase will occur pursuant to 43.03.
2. The second level, that of an independent surveyor, is attained when the individual has successfully completed the one-year probationary period as an

entry level surveyor, completed the relevant state and CMS training, and met the applicable minimum qualifications for independent surveyor. The surveyor shall be reassigned to the independent level (pay range 13) the pay period following completion of all the above criteria.

3. An independent-level surveyor may be trained and may be assigned field-based survey or office-based reviewer duties.
4. No new career ladder credits/supplements shall be earned or paid after March 28, 2000. Any employee leaving a surveyor position will forfeit career ladder credits and career ladder credits may not be reinstated, with the following exceptions:
   A. An employee who promoted out is returned to a surveyor position because of a probationary demotion; or
   B. An employee is called back from layoff.
5. Training opportunities beyond that required to train entry-level employees in basic survey and review activities shall be awarded as follows:
   A. Training opportunities for surveys of Hospices, OTPT, Rural Health Clinics, Swing-Beds, ICF/MR, Life Safety Code, and RCFs will be determined by surveyor seniority within each respective district.
   B. Training opportunities for all other survey types will be awarded based on the most relevant/related background of experience and training as determined by district supervisors. Seniority will be the determining factor only if the employee's qualifications are deemed relatively equal.
6. Appeal of a denial of training should follow Article 7 of the Collective Bargaining Agreement with the

following modifications:

A. A grievance should be filed directly to the bureau chief of the vacancy under dispute, who will be the Agency Step 1 designee for purposes of this section only.
B. Appeal of Step 1 decisions shall be to Step Two (2) of the ODH Grievance Procedure.
C. Appeals to Step 2 are to advance to nontraditional arbitration (NTA), if still available, otherwise to regular arbitration.

7. Vacant Independent Level Surveyor positions may be posted at the entry or independent level.
8. This agreement supersedes any and all other agreements related to Health Care Facility Surveyor classifications, surveyor and career ladder agreements.

Travel

As a result of Agency-specific negotiations between the Ohio Department of Health and District 1199, the State of Ohio and District 1199/SEIU, the parties agree to the following:

9. With the exception of the following specifications 1199 employees shall be governed by the existing language in Article 21. Travel time to the office shall not be work time and no mileage shall be paid. Travel to a work location other than the assigned office, will be considered work time except for the first and last twenty (20) minutes. However, if the actual travel time to a work site or the normal travel time to the assigned office is less than twenty (20) minutes, only the time spent in travel to the site or the normal travel time to the office, whichever is less, shall not count as work time, however, actual mileage shall be paid.
10. All 1199 employees are designated as non-frequent

travelers unless otherwise designated in writing by the appropriate management designee.

11. A “frequent traveler,” also referred to as field employee, is an 1199 employee who on a regular, routine and predictable basis spends 80 percent or more of work hours per pay period in a travel status where an overnight stay would be reimbursable, if authorized.
12. For those 1199 employees who have been designated a “frequent traveler,” the following shall apply:
    A. All mileage traveled in connection with official business shall be reimbursed.
    B. Frequent travelers shall have their residences designated as their headquarters for travel reimbursement purposes (for all other purposes, e.g. layoff, headquarters shall remain the office).
    C. Travel to any work location, including the assigned office, will be considered work time except for the first and last twenty (20) minutes. However, if the actual travel time to a work site or the office is less than twenty (20) minutes, only the time spent in travel to the site or the office shall not count as work time.
    D. When a frequent traveler is required to travel in state more than 75 miles one way from his/her residence, and is required to report at a worksite or vicinity work sites for two (2) or more consecutive days, they may be required to stay overnight and may receive the current contract rates for reimbursement of actual expenses. When such assignment requires the employee to stay overnight for three (3) or more consecutive nights, they may choose to commute from the worksite to their residence one (1) time instead of staying over one of the three or more nights

required by the assignment. This one commute trip shall be considered paid work time (less 20 minutes each way) and mileage shall be reimbursed consistent with this MOU. There may be exception to this one (1) time provision if it is cheaper to travel home than the cost of the overnight expense. This shall be at the employee's option and request and would result in mileage reimbursement only. If the employee chooses to commute during assignments which require two (2) or less overnight stays, no travel time will be paid.

13. Designation of traveler status can be changed by management:
    A. From "frequent traveler" status to "non-frequent traveler" status with written notice issued at least one pay period (14 days) in advance of the effective date of change in status.
    B. From "non-frequent traveler" status to "frequent traveler" status with written notice to be effective the current or future pay periods.
    C. There will be no retroactive status change nor will the Agency pay any back benefits expenses beyond the current pay period.

Hours of Work and Overtime

Article 24 (Hours of Work and Overtime) shall be followed except for the following modification:

14. In the Division of Quality Assurance, unscheduled assignments sometimes referred to as "two day complaints" (those requiring department action within two days), will be assigned as overtime opportunities as follows:
    A. The facility itself shall constitute the worksite. The assignment shall be offered to the qualified, most senior employee(s) within a 50 mile radius

of the worksite within the respective district involved. If no senior employee(s) accept(s) the assignment, the least senior surveyor(s) qualified may be required to perform the complaint survey. If no assignment can be made or completely satisfied with the above procedures, other district surveyors will be offered or ordered based on seniority of those qualified.

B. The parties shall review this procedure as needed.

Computerized Scheduling Pilot Program

15. The parties agree to establish a centralized pilot program utilizing a computerized system to assist with scheduling of Long Term Care (LTC) surveyors. Such pilot shall explore cross district assignments in an attempt to streamline the scheduling and traveling process. One member of management and one member of the 1199 bargaining team will work to develop and implement the system. These individuals will report progress and issues to the APC for further discussion and implementation.

    The pilot program will be implemented by no later than October 1, 2009 and will run for a minimum of 12 months, at which time management and the bargaining unit will meet to discuss the feasibility of continuing the program on a permanent basis. Quarterly meetings will be held between the aforementioned members of management and 1199 to discuss the program, make necessary revisions, and evaluate the cost savings involved.

    Since this pilot program is an effort toward increased efficiency and cost savings, both parties mutually agree the seniority of surveyors will not be taken into consideration for scheduling purposes for the duration of the pilot period. Therefore, paragraph

14 section A of this MOU will not be taken into consideration during the implementation of this pilot program.

Health and Safety Subcommittee

16. The parties agree to address building issues at ODH facilities through regularly established joint health and safety committee meetings. These meetings will be held on a monthly basis during the time when construction or repairs are being made to ODH facilities. Continued improvements shall be made addressing health and safety issues brought forward by the committee. Regular updates including town hall meetings and bulletin board postings shall continue for the purpose of sharing information through the conclusion of the building renovation. The health and safety committee will also share results of regularly scheduled tests, such as air quality and others in regards to the health and safety of the facilities. The tests will occur on a schedule establish established by the committee and the results shared as mentioned above.

DEPARTMENT OF JOB AND FAMILY SERVICES

A. Prior Service Credit

An employee who was hired by the Ohio Department of Job and Family Services after August 3, 1997, and who experienced a break in service of less than thirty (30) days from the date of termination of employment with an Ohio County Department of Job and Family Services, and then started employment with the Ohio Department of Job and Family Services, shall be credited with service from the County Department of Job and Family Services for the purpose of determining the rate of accrual of vacation leave. Such accrual shall not be retroactive.

For the purpose of this Agreement a County Department of Job and Family Services is defined to

include the County Public Children Services Agency (PCSA) and County Child Support Enforcement Agency (CSEA) or any division of a county government which now or in the future provides the core services normally provided by PCSA or CSEA regardless of the actual title of that division. This definition applies whether or not such agencies are considered by the commissioners of a particular County to be part of that County's Department of Job and Family Services.

The newly hired employee must submit proof of prior service with the Ohio County Department of Job and Family Services to the Agency designee no more than ninety (90) days after commencing employment with the Ohio Department of Job and Family Services.

Such service credit shall apply only to the computation of the rate of vacation accrual.

It shall be the sole responsibility of the employee to submit proof of prior service to the Ohio Department of Job and Family Services Bureau of Human Resources. Failure to submit proof within ninety (90) days shall result in forfeiture of the prior service credit.

Effective July 1, 2010, employees who provide valid documentation to the Ohio Department of Job and Family Services, Bureau of Human Resources, shall receive credit for prior service with the State, the Ohio National Guard, or any political subdivision of the State for the purposes of computing vacation leave in accordance with ORC 9.44. The new rate shall take effect starting the pay period immediately following the pay period that includes the date that the Department of Administrative Services (DAS) processes and approvers their request. Time spent concurrently with the Ohio National Guard and a State Agency or political subdivision shall not count double.

B. Temporary and Permanent Relocations

Due to shifts and changes in operational need, scope

and/or mission of the Agency, the Employer retains the right to determine which vacancies to fill by either permanent transfer or promotion, lateral transfer, or demotion. The Employer has the right to move employees and positions through relocations pursuant to Article 24.17 and this Memorandum of Understanding. In the instance that management utilizes Article 24.17 to conduct a temporary move, management shall notify the Union no later than ten (10) working days prior to the anticipated start of the new assignment, unless unforeseen circumstances otherwise prohibit such notification. Changes in work assignments within the same program area are not relocations as defined by this Memorandum of Understanding.

The Employer maintains the right to temporarily relocate an employee(s) and his/her position to another location whether within the same headquarter county or another county using the provisions of Section 24.17; When a temporary relocation of an employee is essential to meet an operational need the employer will meet with the Union at least 45 days prior to the anticipated date of the temporary relocation. The Union's comments and ideas will be seriously considered. The employer shall notify the affected employee(s) at least thirty (30) days prior to the effective date of the temporary relocation. The employer also maintains the right to permanently relocate (i.e. assignment in excess of nine (9) months) an employee(s) and his/her position, to another location whether within the same headquarter county or another county using the following method:

The Employer will identify the area(s) deemed to be in excess and need and/or any other circumstance that would cause a temporary or permanent relocation and will notify the Union as soon as practicable. In the notification the Employer will explain the rationale for the relocation,

a tentative schedule for relocation of employees and job duties required in the area of need. A draft organizational plan will be provided at the time of the proposed relocation, if not complete at that time, it will be provided within thirty (30) days prior to the employee(s) being relocated. The Employer will schedule a meeting with the Union to discuss the reason(s) for such action. The Union's comments and ideas will be seriously considered.

Where the permanent relocation would require that any or all employees be headquartered more than fifty (50) miles farther from their residence than their present headquarters, the employer shall provide the information concerning the relocation at least one hundred-ten (110) days prior to the anticipated date of the relocation. The employer will meet with the Union at least one hundred (100) days prior to the anticipated date of the relocation. The Union's comments and ideas will be seriously considered. The employer shall notify the affected employee(s) at least ninety (90) days prior to the effective date of the relocation. Failure of the Union to meet and/or provide comments and ideas within the specified time frames shall not affect the effective date of the relocation. The determination of an excess/need is a management right per Article 5 and is non-grievable and shall not be used to dispute the rationale for job abolishments and/or layoffs in article 29. However, the determination of excess and/or any other circumstance that would cause a temporary or permanent relocation may be grieved where no layoffs are proposed.

Permanent relocations shall function as follows:

1. Where entire work units, sections, bureaus or offices are being relocated, notification is all that is required and no canvass will be done.
2. Where not all employees of the same classification in work units, sections, bureaus or offices are being

relocated, the Employer shall canvass the area(s) of excess for volunteers to move to the area of need. This canvass shall be accomplished by notification to the affected employees of four (4) Agency working days or a time period mutually agreed upon by the Employer and the Union.

3. The Employer shall relocate the volunteer who is qualified for the position and has the most seniority.
4. If there are no volunteers in the area(s) of excess, the Employer may relocate the employee with the least seniority who is qualified for the position to the area of need.
5. In case of involuntary relocation, the employee has a preferential right to return to the previous job site from which he/she was relocated up to three (3) years, provided that there is a need for a posted vacancy in the same classification as the relocated employee.

The permanently relocated employee shall be relocated to perform duties appropriate to the same classification which he/she holds. Such relocation(s) do not constitute the creation and filling of a vacancy pursuant to Article 30. Where a grievance is filed regarding an excess and/or any other circumstance that caused a temporary or permanent relocation and such movement is determined to have been arbitrary or capricious and to have circumvented the provisions of Article 30, an appropriate remedy may be the awarding of a promotion with the grievant(s) to be made whole.

C. Sub-Contracting Group

Pursuant to Article 41.05, the members (Managment/1199) of the Ohio Department of Job and Family Services (ODJFS) Joint Budget Committee (JBC), Contracting Out Sub Committee, shall be the recognized members of the sub-contracting group.

The sub-contracting group will explore Agency and contracting practices and develop strategies for alternatives to contracting out. It will also explore the factors that motivate subcontracting, discuss future plans and develop joint strategies that will permit state employees to perform the work by meeting the Agency service delivery needs. Upon completion of the JBCs mission on this issue, the ODJFS Sub Contracting group will resume its responsibilities. This sub-contracting group will report to the APC on a quarterly basis.

D. Teleworking

The following outlines the agreement between SEIU/District 1199 and the Ohio Department of Job and Family Services in regard to teleworking. Also referred to as telecommuting, flexi-work, and flexi-place, such alternative arrangements allow employees to conduct a portion, or all of their work, away from their primary workplace on a regular, or episodic, basis. By entering into this agreement, the parties have jointly committed to utilizing alternative working arrangements with the expectation that it will increase efficiency, productivity, and reduce costs while continuing to promote improved employee morale, flexibility, and job satisfaction.

1. ODJFS shall notify the Union no less than forty-five (45) days prior to the anticipated launch of such an initiative.
2. Following such notice, the parties will immediately take steps to establish a joint labor and management team consisting of equal number of representatives for the express purpose of meeting to discuss project oversight, review, and to afford the Union an opportunity for input.
3. The team shall meet as needed by mutual agreement. Issues of technology, reimbursement, or other changes impacting the telecommuting initiative shall

be brought to the joint labor and management team for discussion and review. The Union will have an opportunity to prove input prior to the implementation of changes related to the initiative.

4. If there are changes to reimbursement levels, the Employer must advise of any changes with no less than sixty (60) days notice.
5. Participation in such initiatives is not an employee right. An employee's participation in such teleworking initiatives is voluntary.
6. The teleworking arrangement under which an employee will perform work shall be clearly set forth in a written agreement developed by the joint teleworking labor and management team. The agreement must be signed by both the employee and their immediate supervisor. The agreement must specify:
   a. the alternative work site (i.e., work-at-home, Telework Center, or other)
   b. specific hours and days per week to be worked at the alternative work place
   c. pertinent office equipment to be provided and by whom
   d. method of communication to be used between the official duty station and alternative work place, and
   e. duties to be performed and methods of evaluation to be employed
7. The employee may opt to terminate teleworking for any reason with fourteen (14) days advance written notice to their immediate supervisor.
8. Management may opt to terminate an employee's participation in a teleworking initiative for a good business reason by providing written notice to the employee.

9. The Employer retains the right to reduce, expand, or eliminate the respective teleworking initiative(s) with no less than forty-five (45) days advance notice to the Union. After receiving such notice, the respective joint labor and management teleworking team shall meet as soon as practicable in order to allow the Union the opportunity for input.
10. A teleworking arrangement does not alter the terms and conditions of appointment, including an employee's headquarters county, report-in-location, salary, benefits, individual rights, or obligations. All pay, leave, and travel entitlement shall be based on provisions of the collective bargaining agreement and Agency policy.

E. Competency Based Talent Management Systems

ODJFS and 1199 are committed to discuss a high performance workplace supported by a competency based talent management system. The appropriate forum for this discussion shall be the ODJFS Agency Professional Committee.

DEPARTMENT OF MENTAL HEALTH

I.C.S.N. Training

Training shall be developed on the local level. Each C.S.N. shall develop training that is designed to reflect the particular needs of that area. This will be developed with input from representatives of 1199. This may be done in conjunction with other Unions.

It is the responsibility of the Employer to ensure that each employee has the opportunity to participate in the offered training.

Employees who do not successfully complete offered training before the end of their probationary period or trial period (depending on which is applicable) may be terminated from that program, either probationary removal or if applicable return to the hospital. In case of

return to the hospital, a meeting will be held with the employee and Union to discuss the return.

Successful completion is determined by the programmatic needs of the C.S.N. as established by the employer with input regarding the process and criteria from the Union.

II. Bumping Process in Mental Health

This Agency Specific Agreement supersedes Article 29.02C-Bumping Procedure. All other sections of Article 29 continue to apply unless specifically listed in this agreement.

For the purpose of this agreement for section 29.01, The Department shall only notify the employee(s) who will be initially laid off prior to the exercising of their bumping right(s) and the least senior employee who will be bumped at the site selected by the original laid off employee.

Bumping Process:

Once an employee has been notified that their position will be laid off per Article 29.01 and 29.02 A&B, the employee has four options available to them. First, they may choose to accept the layoff. Second, the employee may choose to bump or accept a vacant position either at the hospital site or the geographic bumping jurisdiction provided they are qualified to perform the duties of the position. Third, they may choose to bump within the hospital site. Fourth, they may choose to bump within the geographic bumping jurisdiction.

If the employee chooses to take the layoff, then that employee is placed on the recall list per Article 29.03.

If the employee chooses to bump into a vacant position in the hospital site or the geographic bumping jurisdiction, then they will have exhausted all of their rights to bump and there will be no further bumping or notification.

If the employee chooses to bump within the hospital site, then the employee must bump the least senior employee in their classification series using the same and similar roster.

If the employee chooses to bump in the geographic bumping jurisdiction, the employee shall choose one site for which they wish to bump. Once the site is selected, the employee shall bump the least senior employee in that classification series using the same and similar roster.

As stated above, only the employee who was initially laid off and the least senior at the site for which the original laid off person chooses, shall be notified of the layoff.

Within five days of receipt of the notice the laid off employee may give notice to bump in accordance with this Agreement. If the employee fails to notify his/her supervisor within that five day period he/she wishes to exercise his/her bumping rights, he/she shall have no further bumping rights.

An employee who has bumped in accordance with this Agreement, shall have the right, within five days, to bump the least senior employee according to the provisions of this Agreement. Should the employee fail to exercise his/her bumping rights within a five day period, he/she shall have no further bumping rights.

The entire bumping process shall be completed within the first 30 days of this ninety (90) day period. The parties may mutually agree to modify these timeframes.

After the laid off employee selects options 2-4 and the bumping is completed, the site will conduct a canvass to properly distribute the staff by seniority.

The geographical bumping jurisdiction is included in Appendix B.

In the case of the closure of a C.S.N. program, the notice to employees shall be (30) thirty-days due to the

lack of work and funds for the program.

III. Bumping Into C.S.N.

Employees in the Department of Mental Health have the right to bump "within the hospital" in accordance with Article 29 of this agreement. However, if the employee chooses not to bump within the hospital or cannot bump another employee in the hospital, the following provisions apply and supersede any conflicting provision(s)/section(s) of Article 29 as well as past practices.

Section 1

In the case of layoff(s), employees shall first have only the right to bump into vacant positions in either newly created C.S.N. program(s) or vacant position(s) in an existing C.S.N. program(s) as long as the position is in an equal or lower position in the same or similar related classification series per Article 29 and provided that the affected employee is qualified and proficient to perform the duties. In no case shall the bump be to a position in a higher classification or to higher pay or one that constitutes a promotion. If these vacancy bumping opportunities exist, employees shall make their bumping selection to such a position first, beginning with the most senior and progressing to the least senior. If the employee does not or fails to select a bump to such a vacancy, the employee will have exhausted all of their bumping rights under Article 29 of the contract and will be laid off.

Employees retain the right to accept the proposed layoff.

Section 2

Once all available C.S.N. vacancies have been filled per Section 1 above, or no vacancies exist, employees have the right to bump the least senior employee in a C.S.N. program(s)/position(s) in the same manner as stated in Article 29, provided they have successfully

passed and completed the C.S.N. training and meet and are proficient in the duties of the positions for which they wish to bump. As stated earlier, the Medical Director in conjunction with the C.S.N. Director may waive any or all of the training requirements on an individual basis.

Any or all of these bumping rights may be changed by mutual agreement of the parties.

IV. C.S.N. Holiday Observance

Those employees that work in the Community Support Network (C.S.N.) may have the observance of any one of the following holidays changed based on the observance by another Mental Health Board, Agency, or another entity.

The holidays are:

1. Presidents' Day
2. Columbus Day
3. Veterans Day

These employees will still maintain the same number of holidays in the collective bargaining agreement, however they may be observed on alternative days. These alternatives dates shall be determined in advance and employees shall have prior notice. If another alternative holiday observance is requested, the local delegate will be notified as soon as possible. The observance of these alternative days shall be an appropriate topic for the hospital professional committee. Any additional alternative observances shall be by mutual agreement.

V. C.S.N. Report-In/Work Location Closure

Due to numerous unforeseen as well as foreseen reasons, an individual C.S.N. program site may be closed. If that situation occurs, the following are options that both Management and the C.S.N. employee may jointly agree to use. These options shall be spelled out in advance so when the situation occurs, there will be some level of predictability. All of these options must have prior

approval by the program supervisor.

Options

1. The employee may take appropriate leave for the day.
2. If appropriate to the program, the employee may reschedule the day for another day during that week only.
3. The employee may report to an alternative site that is approved by their supervisor. They must call in and notify the supervisor of the alternative site option. They may then perform C.S.N. related work such as Contact Logs and phone contacts to clients. The employee may use a combination of work at an alternative site and leave time to fill the day schedule.
4. The employee may report to an alternative site and perform duties that they are qualified to perform on a unit. This must also be approved in advance by the C.S.N. supervisor and the alternative site administrator.
5. Any other arrangement that can be mutually agreed to locally as long as it does not violate the collective bargaining agreement, ODMH policy, and/or State or Federal law.

If any of these options are used, the goal is to facilitate the least disruption of the program as well as maintaining services to the client as prescribed by the individual C.S.N. program. Accountability must be built in to any one of the options that are utilized. If one of the options are approved but later becomes problematic, the C.S.N. supervisor shall notify the employee as soon as possible identifying that option as no longer available.

Each C.S.N. supervisor shall meet and discuss these options as soon as possible so that employees will understand the options available to them. Each C.S.N.

program option(s) will be reduced to writing. Any problems will be taken to the Agency C.S.N. problem solving group.

VI. Re-Entry from C.S.N.

The following procedure identifies the manner in which employees may return from a C.S.N. to an In-Patient Hospital position, and shall supersede all conflicting Articles, sections and practices of the collective bargaining agreement.

1. All employees entering a C.S.N. position from the hospital will serve a trial period of one-hundred and eighty (180) days. During the trial period, the employee may return to the same classification they held before the move to C.S.N. This return may be for any reason and shall only be at either the employee or the Employer's request. In either case, the return to the previously held classification is not grievable. The requested return shall only be applicable during the 180-day trial period. The employee may appeal the Employer initiated return to the hospital, by making a request in writing to the CEO and a copy to the C.S.N. Director. A meeting shall then be held to discuss the reasons for the return to the hospital. In the case of an employee initiated return, the above mentioned parties shall also meet to discuss the reasons for a return to the hospital. Problems and issues shall be reviewed with the intent to resolve them prior to an employee returning from a C.S.N. during the trial period. If the employee so desires, a Union delegate shall be present at the meeting.

   There shall be no step or pay increase due an employee as a result of the employee completing the trial period.

   After the trial period is over, the employee can

only leave the C.S.N. position by Article 30, Vacancies, or Article 29, Layoffs, or as described in this Memorandum of Understanding.

2. Prior to the recall of laid-off employees to C.S.N. positions, employees who are currently working in the hospital will have the right to the position first in accordance with Article 24.16. All positions that the hospital intends to fill will be posted for internal fill first. If no current employee bids on the position, then only laid-off employees from the hospital who have had C.S.N. training have the right to recall.

VII. Overtime Process & Procedure

Procedure:

It is solely a Management Right to make the determination when overtime is necessary. Prior to making that determination, Management may use "established term irregular" or part time employees to fill in for staff while off work instead of declaring an overtime situation. Management may also determine that there is no need to add additional staff, based on a number of factors, when an employee is off work. The following applies once Management has determined there is a need for overtime and is within the criteria established by Article 24.03.

STEP 1: Once a need for overtime has been determined, Management shall offer the opportunity to the qualified employees on duty on the current shift by seniority on a rotating basis. If an employee accepts the opportunity, a "red line" is drawn below that name so when the next opportunity arises, the next less senior person shall be offered the opportunity.

STEP 2: If no employee accepts the offer, then Management will canvass the voluntary overtime roster starting with the most senior employee and calling each less senior employee until they have either gotten a

qualified employee to accept the offer or until the entire voluntary or alternative rosters have been exhausted. ***(Note that those employees in Step 2 need not be re-canvassed after they have already been asked or called in the above steps).

STEP 3: If no employee accepts the offer from Step 2, Management can mandate overtime and shall mandate the least senior qualified employee currently working on the shift that day. The least senior employee shall be mandated on a rotating basis. Once an employee is mandated, a "red line" is drawn at their name. When the next situation of mandated overtime occurs, the person next most senior to the last person mandated shall be mandated irrespective of the number of hours the previous person was mandated. No employee shall be mandated from home.*(There may be an exception in the case of Summit Child and Family Services or in the case of emergencies.) Management will make a good faith effort to avoid or reduce the necessity for mandated overtime.

Definitions:

1. Work site - is each individual Campus and each individual C.S.N. program.
2. Rotating basis - The sequential movement either by the most senior or least senior employee to the next until the overtime opportunity is accepted or assigned. In the case of voluntary overtime the movement is from the most senior to the less senior volunteer. In the case of mandated overtime, the movement is from the least senior to the more senior. In both cases the rotation moves throughout the entire roster in an attempt to secure an employee to either accept the opportunity or mandate an employee.

Once an overtime opportunity is accepted or an

employee is mandated, the employee's name is "red lined" and the next opportunity or assignment goes to the next employee based on seniority. For voluntary overtime, the next opportunity will go to the next less senior employee after the "red line". In the case of mandated overtime, the next person to be mandated will be the next more senior employee after the red line. Once an employee is mandated regardless of the number of hours worked, the next assignment goes up the roster to the next more senior qualified employee after the "red line".

3. Established Term Irregular Appointment Type (ETI) - This appointment type is eligible for voluntary and mandated overtime when the employee is assigned to replace a forty-hour (40) employee on extended leave such as disability, workers comp. O.I.L., or extended Union leave. The ETI employee does not have seniority in this appointment type and thus is placed at the end of the overtime or alternative rosters based on the date of the full time assignment.
4. Part time employees - may be required to work more hours than they are normally scheduled. They may volunteer to work more hours than scheduled up to forty hours (40). In order for a part time employee to work more than forty hours, the voluntary overtime roster must be called and exhausted.
5. Pre-Scheduled Overtime - is an optional method to schedule overtime where the need is foreseeable. If prescheduling overtime is used at a particular location, the following guidelines shall apply:

   Post opportunities in advance.

   - Award the opportunity in the same procedure as identified in this agreement above.
   - Employees interested in the opportunity must sign up during the posting period.

- The posting period shall be decided locally.
- Once an employee is awarded and has accepted an overtime opportunity, it is considered as if it is a regularly scheduled day. Failure to work the scheduled day may subject the employee to disciplinary action or deduction of personal or vacation leave in the amount of the overtime opportunity. Such deductions may be unilaterally deducted notwithstanding the provisions of Article 8.

6. Overtime Cap - An employee may not work more than sixteen (16) hours in a day nor more than two (2) sixteen (16) hour days in a row.
7. Qualified Employee - an employee who by virtue of their classification has the ability, skills, and license to perform the work on a regular basis and who can also perform the work when needed on an overtime basis.

Local Options:

All local agreements including the following options shall be reduced to writing and signed by both the Union and Management with a copy sent to the respective central offices.

Alternative list - is a list of additional employees who meet the qualified employee definition and may be used to work voluntary or mandated overtime. These may be classifications that have worked overtime based on practice or it may be other employees from other sister work sites such as the Northfield and Cleveland campuses of NBHS.

C.S.N. Overtime - employees from different work sites may be eligible to work overtime in another site in the same Behavioral Healthcare Organization (BHO). For example, an employee in a C.S.N. program may work overtime at one of the BHO sites upon mutual agreement.

Additionally the reverse may be true where an employee inside the hospital at a BHO may be eligible to work overtime at one of the C.S.N. sites or work overtime from one C.S.N. site to another.

Alternative schedules - if mutually agreed by the local Union and management, employees may be eligible to work alternative hours and schedules if it is beneficial to the employee and the BHO. If there is agreement to work an alternative schedule or hours, the local site must discuss and develop a method of coverage for overtime when utilizing these types of schedules.

Shift/Day Trades - If agreed to locally by both labor and management, it is appropriate to permit shift/day trades between employees. If this is selected as an option at a particular BHO, the following conditions must be part of any program to trade:

The trade must be initiated by employees.

- Both employees must sign a shift/day trade form in advance.
- It must be approved by a nursing supervisor designated at the BHO.
- No trade may cause overtime for either employee unless specifically noted in advance and approved in advance.
- The trading employees must work the entire shift for which the trade is intended.
- Locally it must be decided how long in advance the request must be made.
- The trade may only be with and among qualified bargaining unit members in the same Union.

Denial of a shift/day trade is not grievable. Issues and concerns regarding shift/day trades are appropriate topics for the local APCs.

General Provisions:

The parties will jointly develop a form to document

and administer the overtime calling procedure. A uniform system for recording responses will be followed. The parties agree to develop a form to be used when a BHO has agreed to use shift/day trades.

The parties agree to do a one-time joint labor and management training at each BHO campus on the overtime process and procedure. Employees who are working an overtime shift on their day off may not be mandated. Management and Local Union Leadership at each Campus may explore and mutually agree to other options to reduce the necessity of mandatory overtime.

Weekend Incentive:

When mutually beneficial and agreed upon locally by Management and the Union, a supplement may be available for nurses working exclusively three (3) twelve (12) hour shifts covering weekends. The definition of weekend shall be determined locally for purposes of this section.

VIII. Vacation Approval Process

Each ODMH facility will conduct a semi-annual canvass to determine the awarding of vacation requests for each calendar year.

Requests for vacation scheduling will be distributed by January 2 and by July 1 of each year. Employees must return the requests on or before February 1 and August 1 respectively. Requests made in January will be considered for the six-month period beginning March 1 through August 31. Requests made in August will be considered for September 1 through February 28 of the following year.

Vacations will be awarded based on state seniority by shift. Ties in state seniority shall be broken in ascending numeric order of the last four digits of the employee's social security number, with the lowest number being the most senior.

1. Available vacations opportunities will be determined by classification per shift. The number of available vacation opportunities will be posted.
2. Employees may request a minimum of one (1) day up to a maximum of his/her annual accrual. For example, if an employee accrues four (4) weeks annually and requests and receives approval for all four weeks in the first canvass, that employee would not be eligible to submit a vacation request in the second (August) canvass. 6.
3. Vacation can be requested at other times outside the canvass periods. Those requests will be approved based on a first come, first served basis per shift. More senior employees cannot bump a less senior employee's approved vacation.
4. Employees off work due to a long term leave such as Workers' Compensation, O.I.L. or Disability, or other approved long term leave, will make his/her selections for vacation in that canvass period upon their return to work.
5. Once a vacation has been approved, a more senior employee cannot change his/her selection choice(s) and bump another less senior employee.
6. Thirty (30) days prior to the approved vacation request, the employee will submit a Request for Leave Form (ADM 4258).

Employees must have the appropriate number of hours either already accrued or be able to accrue the number of hours requested prior to the date of the vacation. This applies to both the semi-annual canvass and to other vacation requests identified in #6 above.

Vacation Advancement:

Employees hired into the Psych/MR Nurse and Pharmacist classifications will be advanced eighty (80) hours of vacation upon hire. At the end of the first year of employment, the employee's accrual rate will be 3.1 hours per pay period, in accordance with Article 10. Any employee who separates service prior to completion of one year will have that time pro-rated and deducted from his/her final paycheck.

XI. Psychiatrists

Vacation: Psychiatrists and any Physician in the P2 or P3 salary table may be given up to four (4) weeks vacation upon employment. At the end of one year of service, they will begin to accrue four weeks annual vacation until they reach nine (9) years service in accordance with Article 10 – Vacation. Thereafter, accrual will be in compliance with Article 10 – Vacation. Advanced vacation will not be available for cash out unless the Psychiatrist or Physician has worked a minimum of two (2) years with ODMH.

Compensatory Time: Psychiatrists and any Physician in the P2 or P3 salary table may be offered hour for hour compensatory for hours worked in excess of 80 hours in a pay period up to a maximum accrual of sixty (60) hours. Compensatory time is not eligible for cash out.

XII. Established Term Irregular

The Ohio Department of Mental Health and SEIU, District 1199 agree at all locations to the use of the appointment type Established Term Irregular (ETI). The parties may meet at any time, by mutual agreement, to make changes to this agreement.

The following sets forth the description of the appointment type and the agreement between the parties:

1. Classifications - any classification covered by the collective bargaining agreement between the parties is eligible to be placed in this appointment type.

2. Length of Appointment - the length of the appointment will not exceed ten (10) consecutive months unless extended by mutual agreement of the parties. A meeting to extend the appointment may be held with the local labor-management group or by contacting the Union's state coordinator.
3. Schedule/Use of - an employee with this appointment type may or may not have a fixed schedule. The purpose of this appointment type is to supplement the work force and shall be used in the following ways only:
   - To fill in for employees on any form of leave
   - To staff holidays after regular full and part time staff have requested off
   - To staff training either mandated or otherwise
   - To assist staff with the preparation for JCAHO, HCFA, or survey type
   - To avoid the use of mandated overtime
   - To staff for other unforeseen operational emergencies (e.g. weather, admissions, probates, etc.)
4. A pool of supplemental staff of up to 10 ETI employees may be established at each site. Employees in the pool will be distributed by work shift.
5. Employees in this appointment type are unclassified but with rights as enumerated below.
6. Grievance rights – This appointment type does not have the right to grieve or arbitrate issues in accordance with Article 7 except as otherwise noted herein.

If the Department chooses to use this appointment type in any other manner it will contact the Union and set up a meeting. There must be mutual agreement at this meeting.

Rights:

During the appointment period, Employees holding this appointment type have the rights as other bargaining unit employees except as enumerated below:

1. Employees in this appointment type would not be entitled to step increases.
2. Employees in this appointment type may bid on any posted vacancy pursuant to Article 30 and will be considered in Group B of Article 30.02. In cases where multiple ETI's apply for the same position, the decision by the Employer is not grievable. Non-selection by the Employer of an ETI in any other situation is grievable through Step 1.
3. Employees in this appointment type will not accrue seniority credits; however, time working in this appointment type shall be counted as bargaining unit seniority in accordance with Article 28 if the employee becomes a permanent employee.
4. An employee holding this appointment type who becomes a permanent employee will serve the full probationary period for that classification.
5. An employee in this appointment type would be a member of the bargaining unit for the period of the appointment only.
6. In the event of a layoff or in order to avoid a layoff, appointments of this type may be terminated prior to the end of the appointment period. Additionally, employees in these appointments will be terminated before any full or part time permanent employee in the same classification is laid off. Employees in this appointment type will not have recall rights pursuant to Article 29.
7. Employees in this appointment type have restricted rights under Article 24. Specifically, they do not have a right to a posted or fixed schedule, established

number of minimum or maximum hours of work, or guaranteed number of weekend days off. However, when possible and if known, the Department will attempt to identify the days that an ETI will work based on the known requested scheduled days off of other employees. These employees do not have a right to any shift, work location, days off, or weekend selection. Additionally, they do not have the protections regarding pull and move and will be assigned according to operational need. They do not have the right to grieve if not offered overtime and they are not eligible for jury duty or court appearance pay.

8. Employees in this appointment type are not eligible for stand-by or call-back pay.
9. Employees in this appointment type do not have the right to any pay supplements including but not limited to shift differential or hazard duty.
10. Employees in this appointment type are not entitled to emergency pay or leave provided by Article 35.
11. Employees in this appointment type will not receive holiday pay or premium pay for work on a holiday unless they have been assigned a full-time schedule and/or work at least 32 hours (excluding the actual holiday) during the week that includes a holiday, and must work the scheduled day before and the scheduled day following the holiday.
12. Employees in this appointment type are not eligible to receive bereavement leave unless the employee is working a forty (40) hour schedule. The leave benefit shall only be provided for the death of spouse, parent or child.
13. Employees in this appointment type are not entitled to paid leaves provided in Article 26.

Appointment Period:

An employee holding this appointment type would have an appointment period of up to ten (10) months from the effective date of the appointment. An individual appointment may be extended beyond ten (10) months with mutual agreement between the Employer and SEIU/District 1199. At any time during the appointment period, the appointment may be canceled by a Personnel Action with notification to the local delegate. The person shall not be re-appointed to this appointment type without at least a thirty (30) day break period. The Employer does not need just cause for ending the appointment and the employee will be considered first for reappointment before hiring externally and will be reappointed based on operational need.

XIII. Team-Scheduling

The Team-Scheduling program currently in place at ODMH hospital campuses will continue as long as both parties agree to participate in the program. Any disputes which cannot be resolved at the local level by the Oversight Committee will be referred to Statewide APC. For any reason, if the parties cannot reach resolution, the moving party will give sixty (60) days notice to the Chair of the Statewide APC of its intent to discontinue to program at that particular campus. During this sixty (60) day period, the parties will continue to attempt to resolve the issues.

XIV. Hazard Duty Pay

ODMH employees classified as Human Service Program Consultants (HSPC) within the Office of Forensic Services will receive a hazard duty supplement equal to three percent (3%) of the step one rate. This supplement is only payable for those hours when HSPCs are required to enter a designated risk zone to provide services to forensic patients in the custody of the Ohio

Department of Rehabilitation and Correction.

XV. Postdoctoral Trainee in Psychology

Post doctorate employees prior to licensure as a psychologist will be classified as a Psych Assistant 2 (Postdoctoral Trainee) until they are eligible to be licensed by the Board of Psychology. The employee must have the appropriate doctoral degree from an accredited university, be placed under the supervision of a licensed psychologist, and be working toward licensure in psychology. Such employees will be eligible for a 10% supplement of the first step in the PA2 pay range. The supplement would be permitted for a period not to exceed two and one-half years while working toward licensure. The employee would be required to submit proof of licensure to qualify for promotion or reassignment to the psychologist classification.

In case of layoff, Post doctorate Trainees retain the right to bump the least senior employee within the classification series and bumping jurisdiction as identified in Appendix B. Post doctorate Trainee(s) could be bumped by a more senior employee in the same classification within the defined bumping jurisdiction, and in accordance with Section 29.02(B).

ADULT PAROLE AUTHORITY

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, 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 First Aid expert on the firing range.
2. Any Parole Officer, within 90 days of required firearms qualification or recertification of weapons, shall be granted up to two hours of paid

administrative leave for the purpose of weapons practice. The employee shall provide appropriate documentation of the weapons practicing.

3. Management agrees to make available bullet proof vests, on an as needed basis.
4. Parole Equipment Allowance –All Senior Parole Officers and Parole Officers shall receive a lump sum payment of $150.00 per year for each year of the agreement. Any issues arising out of this agreement shall be referred to the sub-committee of the APC. Such sub-committee may consist of at least three (3) bargaining unit representatives and an equal number of employer representatives.
5. The parties agree that no bargaining unit member shall be required to collect and handle urine in an offender's residence.
6. The issue of specialized training shall be a topic of discussion at the Regional Professional Committee meetings.
7. The Division of Parole and Community Services will continue to attempt to reduce the number of instances that a Parole Officer transports an offender or urine in their personal vehicle. The DPCS will continue to seek additional vehicles and shall discuss with the Union where the vehicles should be located and how to continue to reduce incidents of transporting offenders and urine in a personal vehicle.
8. The Agency and Union recognize the contributions made by Adult Parole Authority volunteer staff instructors to the Agency's training mission; therefore, both parties agree to meet, as a subcommittee of the Agency Professional Committee, to discuss ways to improve the recruitment and retention of Adult Parole Authority volunteer staff instructors.

9. Management and the Union agree that without mutual consent of the Employer and the employee, no DP&CS employee shall be mandated to serve on a committee.
10. State Seniority as defined under Article 28 of this agreement will be the determining factor used to assign duty days, office days, and designated vacant Parole Officer and Senior Parole Officer work spaces.

Workload Distribution

The Adult Parole Authority agrees to make every effort to ensure equity in and promote manageability of workload distribution. To that end, the parties agree ongoing discussions shall occur during professional committee meetings to address problems or issues deriving from workload distribution. Should the parties fail to reach resolution on a workload distribution during the professional committee meetings, then the affected parole officer or senior parole officer may pursue the issue as a grievance under article 33, "Service Delivery" of the collective bargaining agreement.

Cell Phones

The Division of Parole and Community Services, will continue to provide cell phones to those parole officers who supervise offenders or those whose job duties require them to be out of the office setting the majority of their work time or as deemed necessary by DP&CS. For those parole officers who have occasional or less frequent contacts in the community, cell phones will be available for their use on an as needed basis.

Senior Officer Positions

DP&CS and the Union agree to meet and confer through the APA/APC regarding the screening criteria used to award senior officer positions. Furthermore, should any changes in the criteria occur during the life of

the contract, the Union shall be notified and given thirty (30) days to comment on such changes.

Parole Officer and Senior Parole Officer Canvasing Process

1. The canvas shall apply to Parole Officers and Senior Officers except those on probationary status at the time of the posting.
2. Each time a vacancy occurs, the Division's Personnel Office will prepare the statewide canvas announcement and distribute it via e-mail to appropriate staff at each worksite for distribution to include all Regional and District Offices locations.
3. The vacancy shall be posted internally at each Regional and District Office for ten (10) business days on designated bulletin boards throughout the State.
4. The posting shall identify the unit or institution, if the vacancy is with the Parole Board.
5. Officers must provide a signed a request to transfer to the Division's Personnel Office. The request may be sent through US Mail, Interoffice Communication, or via fax during the posting period. A postal mark, Division's Personnel Office date stamp, or fax date will be used to verify timely receipt.
6. A signed request is binding unless the Officer provides a signed request to be withdrawn from consideration during the ten (10) day posting period.
7. If awarded the position, the officer may withdraw from the position by mutual agreement of the Union and the Employer should there be extreme circumstances that the officer presents in writing. The withdrawal must be done as soon as possible, but no later than the effective date of the Personnel Action moving the employee.
8. The transfer shall be granted to the Officer with the

greatest state Seniority. If the officer applies for more than one position at a time and is the most senior candidate in any of the positions, the officer will be permitted to choose which posting he/she receives. The officer will make a decision upon notification of the selection.

9. Officers, who transfer, will not be eligible to transfer for twelve (12) months from the effective date of the personnel action from the unit unless a “new” and/or “specialized” unit is created.
10. The establishment of any new unit shall be open for canvas to any Parole Officer regardless of their last transfer date. Except that no Officer currently on probation with the posting shall be permitted to bid on these vacancies.
11. Vacancies shall be filled within 6 weeks of notification, when feasible, unless the Deputy Director approves a request for an extension.

Career Ladder

Step one of the Parole Officer classification is a probationary period. All employees hired, promoted, demoted or transferred into the Parole Officer classification on or after the first day of the pay period including July 1, 2000, shall have a 365-calendar day probation period, unless mutually agreed otherwise between the parties.

During the 365-calander day probation period, parole officers may not transfer to a vacancy through the canvass procedures as described in the above section. Probationary parole officers may be reassigned by management to another vacancy within the same headquarter county. Such reassignment shall require the approval of the Appointing Authority and, shall not preempt the rights of non-probationary parole officers to canvass into the vacancy.

DEPARTMENT OF REHABILITATION AND CORRECTION

Physicians, Psychiatrists, Physician Assistants, and Correctional Nurse Practitioners

SEIU/1199 and the Ohio Department of Rehabilitation and Correction (DRC) agree to the following regarding the disciplinary process for physicians, psychiatrists, physician assistants, and correctional nurse practitioners.

1. DRC will follow progressive discipline as established in the Standards of Employee Conduct for physicians, psychiatrists, correctional nurse practitioners, and physician assistants for absenteeism and all alleged violations absent termination for Clinical Performance Violations.
2. The State Medical Director, the State Psychiatric Director or their designees shall conduct peer reviews of physicians, psychiatrists, physician assistants, and correctional nurse practitioners. When clinical performance violations are alleged as a result of the peer review process, these errors may be grounds for termination.
3. Clinical performance violations include but may not be limited to; failure to accurately diagnose (or formulate a differential diagnosis) failure to order appropriate tests or investigations, failure to order medications or treatments, failure to act in accordance with the Bureau of Medical Services (BOMS) or Bureau of Mental Health (BMH) established medical or mental health protocols, policies or directives, or failure to intervene or lack of intervention when medically indicated.
4. If a physician, psychiatrist, physician assistant or

correctional nurse practitioner disputes the termination issued by the State Medical or Psychiatric Director after a peer review, the employee may appeal that decision to the Peer Review Board within 7 (seven) days of notification of the termination. The Peer Review Board will be held and will render a final decision regarding the termination within 14 (fourteen) days of the appeal. The Peer Review Board shall include two management physicians and an impartial classification specific Bargaining Unit Employee as designated by the Union.

5. Termination for Clinical Performance Violations shall not be subject to provisions of Article 8 nor shall be grievable under Article 7 of the collective bargaining agreement between SEIU/1199 and the State of Ohio.
6. Physicians, psychiatrists, physician assistants and correctional nurse practitioners' will be afforded all other rights granted under the terms of the SEIU District 1199 State of Ohio Collective bargaining agreement with regard to grievance filing on contract violations and all other discipline except as noted in paragraph 5 (five) above.
7. Representation: physicians, psychiatrists, physician assistants and correctional nurse practitioners' will be granted Union representation in accordance with the collective bargaining agreement. These employees will also be granted Union representation at their request during interviews related to the peer review process. During the hearing of the peer review board, these employees will be allowed

to present and cross examine witnesses, present arguments and offer information in defense of any allegation. All documents, papers, audio or video recordings and any and all other significant related information shall be shared with these employees at their request prior to the peer review process.

Nurse Uniforms

In lieu of the provisions of Article 37, Uniforms, DRC shall annually**,** at the beginning of each fiscal year or as soon thereafter as possible, provide a lump sum payment of $300.00 uniform allowance to employees in medical classifications. The allowance is to cover the costs of both uniforms and shoes. The types of uniforms and provisions for the wearing of uniforms shall be covered in policies developed by the Agency.

Weekend Suicide Coverage

In cases where there are not employees regularly scheduled to work on weekends and holidays, suicide coverage, for those periods, will be rotated between the employees within the MH clusters or within geographical area. Where a bargaining unit employee is required to provide weekend suicide coverage, the employee shall be in a stand-by status for two (2) hours on both Saturday and Sunday, as determined by DRC. The employee shall be compensated for these hours pursuant to the stand-by pay provision of this Agreement, Section 43.05.

If the employee is required to report to a facility they shall be paid pursuant to the Call Back pay provision of this Agreement, Section 43.06. If the employee is required to report to an institution other than their home institution, they may be eligible for travel pay under Article 21. Employees who receive call back pay shall not receive stand by pay for the same day.

Shift Bidding Procedures

Pursuant to Section 24.16, the following process shall be used within DRC to canvass for shift openings.

1. Shift includes hours of work, including weekends, days off and variable shifts.
2. All shift openings shall be posted in a conspicuous place accessible to all employees. Copies of the shift opening shall be forwarded to the Union at the time of posting.
3. All bids for the shift opening shall be submitted to the designated supervisor within the posting period.
4. Shift openings shall be posted for a period of seven (7) days. The close of the posting period shall be a least fourteen (14) days prior to the beginning of the shift opening. This provision may be waived by mutual agreement of the successful candidate for opening and the respective supervisor.
5. Shift openings shall be posted and filled by employees in the job classification of the opening prior to the opening being offered to promotions, demotions, transfers or new hires.
6. Shift openings shall be filled by the qualified employee within the classification at the worksite having the greatest State seniority* who desires the opening.
7. In the event that there are no acceptable candidates for a shift opening, management retains the right to utilize Section 24.17 of the Agreement to provide coverage.
8. These Procedures may be modified by mutual agreement of the parties.

*If language regarding bargaining unit seniority changes, then this language shall be changed to reflect bargaining unit seniority.

Emergency Pay

In cases where unforeseen circumstances exist, and the Director or DRC declares that a emergency exists which affects health and safety at a prison, employees required to work or required to stay at work during the emergency shall be paid according to the provisions of Article 35.

Overtime Procedures for Nurses

Overtime procedures for nurses will be established at the local institutional level by the Employer and the FPC. Overtime procedures for nurses must comply with the following requirements:

1. Volunteers will be offered the overtime opportunity in seniority order, starting with the most senior employee, and working down the seniority roster.
2. Mandatory overtime will be assigned by starting with the least senior employee first, and working up the seniority roster.
3. Each institutional department (i.e. Medical and Mental Health) will maintain their own voluntary rosters. Employees wishing to volunteer for overtime are responsible for signing up for overtime according to the institution's local procedure.
4. The order for calling overtime will be as follows:
    a. Volunteer from those who normally work the shift where the opportunity occurs (an employee on their good day).
    b. Volunteer from the department where the opportunity occurs.
    c. Volunteer from within the institution.
    d. Volunteer from any other institution.
    e. Qualified management personnel and qualified personnel from other bargaining units may work to avoid mandating a bargaining unit nurse.
    f. Mandatory overtime assigned from the department where the opportunity occurs.

g. Mandatory overtime assigned from the institution (any department).

5. An employee may not work more than sixteen (16) hours in a day nor be mandated to work overtime when he/she has work three (3) consecutive sixteen (16) hour days.
6. When pre-scheduled overtime is used at a particular location, the following guidelines shall apply:
   - Post opportunities in advance in a conspicuous location.
   - Award the opportunity according to the procedure above.
   - Employees interested in the opportunity must sign up during the posting period.
   - The posting period shall be decided locally.
   - Once an employee is awarded and has accepted an overtime opportunity, it is considered a regularly scheduled day. Failure to work the scheduled day may subject the employee to disciplinary action.
7. The Employer reserves the right to utilize an Agency nurse to avoid mandating a state nurse.
8. The Employer has the sole option to offer overtime to a state nurse OR to utilize a contract nurse in lieu of offering overtime to a state nurse in the following situations:
   - Employee absences of fourteen (14) calendar days or more (beginning the fourteenth day)
   - Worker's Compensation leave of any duration
   - Disability leave (or filed pending approval) of any duration
   - Occupational Injury Leave of any duration
   - To cover vacancies which the institution is authorized to fill
9. Overtime will be offered in the following situations:

- Employee absences of less than fourteen (14) calendar days (unless the employee has applied for disability as listed above)
- Coverage for employees on vacation regardless of duration

Missed Overtime Opportunities

In the event any SEIU/District 1199 employee is missed for an overtime opportunity, the remedy shall be that the employee who was missed shall be permitted to work the number of hours missed, at the date and shift of the employee's choosing. Unless mutually agreed otherwise, the employee must work the missed overtime opportunity within forty-five (45) days of the confirmation of the missed opportunity.

Established Term Appointment Employees

The parties agree to pursue the usage of ETA employees during the life of this agreement in compliance with Section 27.06.

Recruitment and Retention of Nurses

In order to more effectively recruit Nurse I's (65512) and Psychiatric/MR Nurses (65521), the DRC and 1199 agree to waive the minimum qualifications for this classification, which calls for the employee to have 6 months experience working as a registered nurse.

The parties agree to continue the work of the DRC Recruitment and Retention sub-committee to discuss the issue of recruitment and retention of nurses within the life of this agreement.

Layoff Process

The parties agree that in the face of a layoff, if an employee bumps/displaces another employee, they are only bumping the employee (PN). The bump/displacement does not include bumping into that employee's shift, assignment or good days.

Institutions affected by employees

displacing/bumping into that institution will complete an entire re-canvass of the affected classifications. This re-canvass shall include all employees' current to the institutions and those who are being displaced/bumped into that institution. Per Article 24.16 shift and assignments and good days (late nights if applicable) shall be canvassed based on 1199 seniority. Non-impacted classifications will not participate in this re-canvass.

Persons who are hired into DRC after the paper layoff is completed by DRC are not to be included in the displaced/bumping re-canvass. Subsequent vacancies filled by the Employer shall be filled pursuant to Articles 30, 24.16 and 24.17. This will not affect DRC's ability to hire employee's following the paper layoff. Any such hires shall not participate in the re-canvass.

The re-canvass will take place within thirty (30) days of the paper layoff being completed by DRC.

This re-canvass will be conducted by 1199 delegates at each institution or Administrative Organizer/Division Coordinator if no 1199 delegate is available. Management will identify shifts and assignments and good days (late nights where applicable) per Article 24.16.

Career Ladder

Step one of the Correctional Program Specialist (Case Manager) classification is a probationary period. All employees hired, promoted, demoted or transferred into the Correctional Program Specialist (Case Manager) classification on or after the first day of the pay period including July 1, 2009, shall have a 365 calendar day probationary period, unless mutually agreed to otherwise by the parties.

REHABILITATION SERVICES COMMISSION

RSC and SEIU are committed to partnering on issues that impact Union members. In order to implement

partnership, the Union and Management agree to establish regular meetings to include representation from 1199, Agency leadership, and the Director or designee to address any changes that may occur in between scheduled APC meetings. Any changes to current policy, including, but not limited to, attendance, organizational structure, outsourcing/contracting of Union work, and staffing issues shall be discussed at APC to ensure consistency of application prior to implementation.

Rehabilitation Program Specialist

The minimum class requirements for a Rehabilitation Program Specialist (RPS) are completion of graduate degree in a human services area (e.g., rehabilitation counseling, counseling, social work, rehabilitation teaching, communication disorders special education, guidance and counseling, psychology, sociology, social work, child and family community services) as required by an accredited college or university, completion of graduate degree in other related vocational rehabilitation area (e.g., rehabilitation management /administration) from an accredited college or university or a master's degree in a business related area (e.g. Business, Marketing, Accounting, Human Resources, Organizational Development, Public Relations) from an accredited college or university. The business degree will be used for position whose scope deals with marketing or for the positions with the working title of Employer Services Coordinator. Prior to posting other RPS positions needing a graduate degree in business, management will discuss the rationale with the Union prior to posting.

Candidates selected who have a business degree must complete four (4) graduate level courses from a Council on Rehabilitation Education (CORE) accredited Rehabilitation Counseling Program. There are six (6)

curriculum areas from which the four (4) courses may be selected. They are: (1) Foundations of Rehabilitation Counseling, (2) Counseling Services, (3) Case Management, (4) Vocational and Career Development, (5) Assessment, and (6) Job Development and Placement. The four (4) courses must be from different subject areas. The individual with the business degree will have two (2) years to complete the requirement from the date of hire. Failure to complete this requirement is considered just cause for removal and is not subject to the grievance procedure. Individuals who have a bachelor's degree in vocational rehabilitation or two (2) years of experience in vocational rehabilitation will not have to take the graduate level courses noted above.

RPSs in RSC are responsible for development and coordination of regional, area and/or statewide programs of rehabilitation, the development of program policies and procedures for assigned programs, and the establishment of program goals, will serve a one (1) year probationary period. RPS positions with statewide or regional responsibilities at RSC may be located in a field location.

Vocational Rehabilitation Counselor/Vocational Rehabilitation Associate Counselor

It is understood that all individuals who are hired as permanent full-time or permanent part-time VRC 2'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 2080 active pay status hours per year. There will be no probationary period in the VRC 3 or VRC 4 level. Reassignment to subsequent levels will be automatic based on meeting the

following minimum qualifications which have been adopted by the State and are outlined throughout this Memorandum of Understanding. For those individuals who need to take the additional four courses to progress to a VRC 4, the four (4) courses must be from different subject areas. In addition, some positions require foreign language requirements and sign language skills. Pay supplements for those skills will be done in accordance with contractual provisions.

In order to expedite the bidding process, once a position has been posted for an office location and a vacancy occurs in that same office location during the same bid and backfilling process, an employee is excluded from bidding on that reposted position if they failed to exercise their right during the first bid for the office. If an individual believes they have been harmed by this process they have the right to grieve through Step 1. During the life of this agreement the Agency Professional Committee will investigate and make recommendations to expedite the bidding process.

It is understood by the parties, the creation of a Vocational Rehabilitation Associate Counselor (VRAC) is to meet mutually agreed upon needs of RSC and the Union to enable the hiring and training of future VRCs. It is the intent of RSC to actively recruit for VRCs. The VRAC will not be used to reduce the need for VRCs. The VRAC will attend classes to earn the appropriate Master's degree so that at the completion of the Master's degree the individual can be assigned VRC duties.

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

CLASSIFICATION	PAY RANGE
VRAC	08
VRC 2	10
VRC 3	11
VRC 4	12

The specific requirements for the various positions and reassignments are outlined throughout this Memorandum of Understanding. The date of reassignment is effective when the individual achieves the final requirement of those listed. If the final requirement is a graduate degree then the date of reassignment will be the date the degree is conferred. If the final requirement is the successful completion (i.e., a grade of B or better) of additional coursework the date of reassignment will be the date the last course is successfully completed. The reassignment will be effective the beginning of the pay period the final requirement is achieved.

Vocational Rehabilitation Associate Counselor (VRAC) – Bachelor's degree with a 3.0 Cumulative Grade Point Average. The goal is to a have a VRAC who is eligible to earn an appropriate Master's degree. The VRAC can also function as an Associate Rehabilitation Teacher. VRCs and RPSs with RSC are not eligible to bid on the VRAC position. Selection will be first from the external 1199 State of Ohio employees who meet the minimum qualifications and selection requirements as outlined in the vacancy provisions of the contract.

The VRAC will be an associate position with an initial probationary period up to two (2) years. It is the intent of the VRAC to complete the appropriate Master's degree within two (2) years. By mutual agreement, this two (2) year period could be extended per individual circumstances. If the two years is extended, the probationary period will automatically be extended. With continued acceptable job performance, the VRAC will

receive step increases per contractual provisions. During the probationary period, the VRAC will be expected to attend classes to obtain a Master's degree in an appropriate Master's Degree program. RSC will pay associated costs and provide release time up to ten (10) hours per week for the VRAC to obtain the degree. It is understood that failure to complete the Master's degree in two (2) years will be considered just cause for discipline which may result in termination, which is non-grievable.

If the VRAC does not work for the Rehabilitation Services Commission as a VRC after the confirmation of the degree, then for each year the RSC pays for the VRAC to attend a Master's program, the RSC may require the employee to pay back the associated costs incurred by the RSC for the employee to attend Master's Degree program. For example, if the VRAC attends the master's program for two (2) years and works as a VRC for only one (1) year then RSC may require reimbursement for the one (1) year's costs. Costs included in the pay back would include but are not limited to the costs of tuition, books, and fees but does not include wages and travel expenses. Prior to employment as a VRAC, the pay back obligation will be explained in writing to the applicant.

After completion of the degree, the VRAC will be reassigned as a VRC 2. The individual may be required to take the Civil Service test as established by Civil Service Law. Determination for Civil Service testing will be done in accordance with the individual's status as a provisional or certified employee and the time within the classification series. Placement of the individual will be at the VRACs current office. The parties agree the placement of the individual is non-grievable. The VRAC who is reassigned to a VRC 2 will not have to serve a probationary period as a VRC 2 and will automatically be

certified as a VRC.

Vocational Rehabilitation Assistant Counselor (Caseload Assistant)

It is understood that all individuals who are hired as permanent full-time or permanent part-time Caseload Assistants after the effective date of April 2, 2006 will serve a six moth probationary period and will receive step increases per contractual provisions. There is no career ladder for this position.

Vocational Rehabilitation Counselor

If a VRC is reinstated within one year from the date he/she left employment as a VRC with RSC then the VRC will return to the same pay range and step within the VRC classification. If an employee is rehired after one year from the date they left employment as a VRC with RSC then the VRC will be rehired as a VRC 2 with a one year probationary period. For the rehired VRC, compensation will be at the VRC 2 level in a step at least closest to the base rate of pay when the individual left RSC. After completion of the probationary period, the VRC will progress to the appropriate VRC level based on their total experience as a VRC with RSC.

The VRC 2 position will be the entry-level VRC position for those that have the appropriate Master's degree. Minimum qualifications are as follows: Master's degree in Human Services (e.g. Rehabilitation Counseling, Counseling, Social Work, Psychology, Sociology, Special Education, Communication Disorders, and Rehabilitation Teaching) or current certification as a Certified Rehabilitation Counselor (CRC). New hire or bid VRC 2s serve a one (1) year initial probationary and will receive step increases per contractual provisions. This new hire provision does not impact the VRAC moving to a VRC 2 for they already received their initial hire increase as a VRAC.

As of July 1, 2006 RSC may no longer post for VRC/ESS positions. VRC/ESSs currently employed as of July 1, 2006 will maintain their current. For a currently employed VRC/ESS as of July 1, 2006 to progress through the career ladder they must follow the provisions of the VRC career ladder as noted below.

Employer Services Specialist and Rehabilitation Teachers have additional minimum qualifications outlined for each parenthetical position.

VRC 2 (Rehabilitation Teacher) - Additional minimum qualifications: 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 homemaking skills (or 3 months experience). May require 100 hours training in typing (or 1 month experience); 100 hours of training in crafts (or 1 month experience); 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) – Additional minimum qualifications are two (2) courses in business (or six (6) months experience.)

VRC 3 Master's degree in Human Services (e.g. Rehabilitation Counseling, Counseling, Social Work, Psychology, Sociology, Special Education, Communication Disorders, Rehabilitation Teaching) or current certification as a Certified Rehabilitation Counselor (CRC) plus one (1) year of probation as a VRC 2 with RSC to be a VRC 3 except for the VRAC who does not serve a probationary period as a VRC 2. The

VRAC who becomes a VRC 2 must work as a VRC 2 for RSC for one (1) year before moving to a VRC 3. (Employer Services Specialist) (Rehabilitation Teacher) To be assigned or transferred as an Employer Services Specialist or Rehabilitation Teacher one must have the additional minimum qualifications outlined in the VRC 2 for the appropriate parenthetical position.

VRC 4 Master's degree in Human Services (e.g. Rehabilitation Counseling, Counseling, Social Work, Psychology, Sociology, Special Education, Communication Disorders, and Rehabilitation Teaching) or current certification as a Certified Rehabilitation Counselor (CRC). If the graduate degree is not in Rehabilitation Counseling then four (4) graduate level courses from a Council on Rehabilitation Education (CORE) accredited Rehabilitation Counseling Program are required. There are six (6) curriculum areas from which the four (4) courses may be selected. They are: (1) Foundations of Rehabilitation Counseling, (2) Counseling Services, (3) Case Management, (4) Vocational and Career Development, (5) Assessment, and (6) Job Development and Placement, plus four (4) years of experience as a VRC 2 or above with RSC to be a VRC 4. It is understood that if any of the courses from the six (6) curriculum areas were taken in the graduate training from a core accredited Rehabilitation Counseling Program then the employee does not have to substitute or retake the course. (Employer Services Specialist) (Rehabilitation Teacher) To be assigned or transferred as an Employer Services Specialist or Rehabilitation Teacher one must have the additional minimum qualifications outlined in the VRC 2 for the appropriate parenthetical position.

DEPARTMENT OF VETERANS SERVICES

The Department of Veterans Services agrees to provide payment/voucher to full-time permanent

employees in the classifications of Nurse 1, Nurse 2**,** Dietitian and Dietetic Technician for the purchase of Lab Coats and Nursing Shoes. The payment shall consist of an annual payment of one hundred twenty-five ($125) dollars for Lab coats and Nursing Shoes. The annual payment will be made with the pay period which includes September 1 of each year to those employees who have completed their probationary period. Part-time permanent employees in the classification of Nurse 1, Nurse 2, Dietitian, and Dietetic Technician will receive a pro-rated amount. The Agency reserves the right to determine the type of attire to be worn.

The Department of Veterans Services agrees to continue to conduct a semi-annual vacation canvass for the classifications of Nurse 1 and Nurse 2 during the second week of September and March each year. If more employees request vacation on a particular date than can be released, requests will be granted in seniority order. Nurse 1 and Nurse 2 classifications can also request vacations at other times of the year.

BUREAU OF WORKERS' COMPENSATION

A. Technology and Union Representation

Upon mutual agreement, the parties may conduct meetings arising in the course of the disciplinary/grievance process via videoconference /polycom or teleconference. The parties acknowledge that use of this technology to conduct such meetings does not constitute a violation of Weingarten, as adopted by the State Employee Relations Board (SERB).

B. Industrial Rehabilitation Case Management Specialist Qualifications

Pursuant to the July 17, 2008, Agreement between SEIU/1199, the Ohio Bureau of Workers' Compensation (BWC), and the Office of Collective

Bargaining (OCB), the following minimum qualification is effective for BWC employees in the Industrial Rehabilitation Case Management Specialist (IRCMS) classification:

> "Valid certification as certified rehabilitation counselor or certified disability management specialist as issued by Commission on Rehabilitation Counselor Certification, or valid certification as a certified case manager by the Commission for Case Manager Certification with two (2) years experience as a vocational rehabilitation field case manager."

Employees hired into IRCMS positions after July 1, 2008, are required to possess the aforementioned minimum qualifications.

The parties have agreed to the following guidelines for employees in IRCMS positions who lack the certifications:

1) Effective July 1, 2012, all IRCMS employees with less than twenty-five (25) years of State service shall possess one of the required certifications.
2) Effective July 1, 2015, all IRCMS employees shall possess one of the required certifications.
3) BWC shall pay/reimburse IRCMS employees for the fees associated with an initial certification examination. IRCMS employees are responsible for fees associated with any subsequent certification examinations and for the payment of fees for any renewal certifications.
4) Where operationally feasible, IRCMS employees, pursuant to Article 23.04, shall receive up to six (6) hours of paid time each

week to attend courses/training seminars necessary to meet the eligibility requirements for certification examination. IRCMS employees shall also receive up to six (6) hours of paid time for one certification examination.

Any issues arising out of the implementation of the aforementioned guidelines and requirements shall be addressed through the Agency Professional Committee (APC).

The parties also agree to utilize the existing APC structure to identify training opportunities for Continuing Education Units (CEU) necessary to maintain certification. BWC shall make a good faith effort to increase the number of in-house CEU training opportunities.

Once an IRCMS employee obtains a required certification, the employee shall maintain the certification for the duration of employment with BWC. IRCMS employees shall provide BWC with annual verification of certification. If an IRCMS employee fails to obtain a certification by the dates listed in this Agreement or fails to maintain a certification, BWC shall consider the employee as failing to meet the minimum requirements to remain in an IRCMS classification. If this occurs, BWC shall possess the ability to abolish the IRCMS position, with this Agreement serving as the lone justification/rationale.

DEPARTMENT OF YOUTH SERVICES

As a result of Agency specific negotiations between the Department of Youth Services (DYS) and the Service Employees International Union, District 1199 (SEIU), the parties agree to the following:

1. No bargaining unit member shall be required to collect and handle urine in an offender's residence.

2. For the purpose of applying Article 21:
   A: Normal report-in location, assigned work site and employee's headquarters shall be used interchangeably and will be referred to as Travel Headquarters. Twenty miles will be considered 20 minutes (i.e. one mile per each minute).
   B: For the purpose of determining Headquarters, an employee shall select a Headquarter within the employee's work county or counties. Management may approve or disapprove the selection. Management will coordinate any logistical requirements of the approved location. A headquarter may be a Regional Office or other approved check-in location. An employee shall have only one (1) headquarters.
   C: If an employee is shifted to meet operational needs, the employee's Headquarters may be temporarily changed by mutual agreement.
   D: The parties agree to discuss alternative report-in and report-out methods at future APC meetings.
3. In lieu of the provisions of Article 37, Uniforms, the Department of Youth Services shall monthly provide a payment of $25.00 uniform allowance to employees in nursing classifications. The allowance is to cover the costs of uniforms. The types of uniforms and provisions for the wearing of uniforms shall be covered in policies developed by the Agency.
4. Overtime procedures for nurses will be established at the local institutional level by the Employer and the local APC. Overtime procedures for nurses must comply with the following requirements:
   A. Volunteers will be offered the overtime opportunity in seniority order, starting with the most senior employee, and working down the

seniority roster.

B. Mandatory overtime will be assigned by starting with the least senior employee first, and working up the seniority roster.

C. An employee may not work more than sixteen (16) hours in a day nor be mandated to work overtime when he/she has worked three (3) consecutive sixteen (16) hour days.

D. Pre-Scheduled Overtime is an optional method to schedule overtime where the need is foreseeable. If pre-scheduled overtime is used at a particular location, the following guidelines shall apply:
   - Post opportunities in advance.
   - Award the opportunity according to the procedure above.
   - Employees interested in the opportunity must sign up during the posting period.
   - The posting period shall be decided locally.
   - Once an employee is awarded and has accepted an overtime opportunity, it is considered a regularly scheduled day. Failure to work the scheduled day may subject the employee to disciplinary action.

E. The Employer reserves the right to utilize an Agency nurse to avoid mandating a state nurse.

F. The Employer has the sole option to offer overtime to a state nurse OR to utilize a contract nurse in lieu of offering overtime to a state nurse in the following situations:
   - Employee absences of fourteen (14) calendar days or more (beginning the fourteenth day)
   - Workers' Compensation leave of any duration

- Disability leave (or filed pending approval) of any duration
- Occupational Injury Leave of any duration
- To cover vacancies which the institution is authorized to fill

G. Overtime will be offered in the following situations:
- Employee absences of less than fourteen (14) calendar days (unless the employee has applied for disability as listed above)
- Coverage for employees on vacation regardless of duration

H. Overtime procedures will be explained through joint training.

5. DYS will provide institutional employees the necessary location, equipment and training to perform their job safely and to maintain their security while working alone.

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Calendar 2013

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Calendar 2014

Holidays

Pay Dates

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October

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

November

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

December

Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Calendar 2015

Holidays

Pay Dates

January

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

February

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

March

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May

Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June

Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

July

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

October

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

November

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		