
**The State of Ohio
and
The Ohio Civil Service Employees Association
2009 Negotiations**

Contract Training

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ARTICLE 1 - RECOGNITION

1.01 - Exclusive Representation

The Employer recognizes the Union as the sole and exclusive bargaining representative in all matters establishing and pertaining to wages, hours, and other terms and conditions of employment for all permanent full and part-time employees and intermittent employees (excluding temporary, interim, ~~intermittent~~ and seasonal employees, except bargaining unit employees serving in an interim position) in the classifications included in certifications of the State Employment Relations Board (SERB).

Explanation: *Intermittent employees have been added to the list of employees covered by the OCSEA Agreement.*

ARTICLE 7 - OTHER THAN PERMANENT POSITIONS

7.03 - Intermittent Positions

Intermittent positions are those positions in classifications covered by this Agreement ~~in which work is of an irregular and unpredictable nature and~~ which do not exceed one thousand (1000) hours per employee in any fiscal year. The Employer agrees not to use intermittent positions to avoid filling permanent full-time positions. The allocation and use of intermittent positions shall be an appropriate subject for the Labor/Management Committee.

All intermittent positions are in the unclassified service. All intermittent positions are scheduled at the discretion of the Employer, with no rights under Article 13, except Sections 13.03 and 13.04. 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 UBT or UET for the intermittent positions.

Intermittent positions are not subject to the layoff provisions of Article 18. 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.

Instructions: *Intermittent positions in bargaining unit classifications are now in the bargaining unit. The work done by intermittents no longer has to be of an irregular and unpredictable nature but they are still limited to working 1,000 hours per employee per fiscal year.
Intermittents now have limited contract rights, however, terminations for intermittents are not grievable as they are considered for just cause.*

7.06 - Seasonal, Intermittent, Interim, Temporary Overtime

Employees in the temporary appointment type may be scheduled to avoid overtime. Employees in the temporary appointment type shall not earn compensatory time.

Overtime that is available when seasonal, intermittent, temporary and interim employees are on staff shall first be offered to permanent employees pursuant to Section 13.07.

Explanation: *Intermittents may be scheduled to avoid overtime availability and mandation for permanent employees.*

ARTICLE 8 - LABOR-MANAGEMENT COMMITTEES

8.05 - Joint Information Technology (IT) Committee

~~The parties shall each appoint four (4) members to a committee to review, discuss and examine the information technology environment as it applies to the state system. Topics such as, but not limited to, classifications, job groupings, career paths, education and skill sets that are necessary to meet the information technology services needs of state agencies may be examined. The committee shall meet as often as mutually determined that there is a need.~~

A. Composition

The parties shall each appoint an equal number of labor and management representatives that will meet to address information technology workforce issues. The committee shall meet at least quarterly or as often as mutually determined that there is a need.

B. Purpose

The purpose of the committee is to:

1. Review practices and develop education and training initiatives that help build the capacity of the State IT workforce. The parties are committed to joint initiatives that will do the following:
 - a. Address career development to include elements such as identification of skills/talent needs, assessment of staff strengths, identification of skill gaps, and design of staff development plans/programs. The purpose is to build a capable and competitive workforce to support the strategic direction and operational needs of the agency.
 - b. Formalize a career development process to identify, communicate, and foster the critical skills the Employer must have. This includes tracking and communicating current IT trends, agency specific technology requirements, and statewide standards.
 - c. Create career development initiatives that will integrate knowledge management and training to build bench strength, reduce employee turnover, and minimize staff augmentation and outsourcing.
2. Help address workforce planning issues that are related to skill shortages, hiring or deploying the workforce, and meeting competencies required by the State.
3. Examine and jointly address high performance work initiatives.
4. Establish procedures to maintain an updated IT classification system that meets the needs of State government that includes relevant job descriptions and appropriate pay for bargaining unit employees.
5. Promote improved communications between bargaining unit employees and management that can include establishment of agency labor-management IT committees.
6. The Committee agrees to discuss ways to encourage individuals to develop the skills and knowledge necessary to perform State IT work with all available resources including UET resources.

Explanation: *This subsection was modified due to the IT classification project which will comprise of substantial changes in the IT classification plan. This committee will be comprised of labor and management who together will address career development, workforce planning, keep the IT classification system up to date, and encourage skill development.*

C. Subcommittees

The Statewide Joint Information Technology Committee may establish any subcommittees they deem necessary in order to fulfill its mission. Subcommittee members may include agency representatives, subject matter experts, or any other persons deemed necessary by the Statewide Joint IT Committee. All committees will maintain an equal number of management and union representatives.

D. IT Personal Services Contracting Subcommittee

Notwithstanding the sections of Article 39, within sixty (60) days of the effective date of the Agreement, the parties will establish a subcommittee for the purpose of analyzing IT personal services contracts. The subcommittee, in conjunction with selected state agencies, will conduct research aimed at identifying the cost, capabilities required, performance expectations, quality, program requirements, or other factors that influence contracting out IT personal services work. The subcommittee will be provided access to available information regarding costs, performance outcomes/expectations, and other information relevant to conducting a cost comparison between state-operated work and IT personal services contracted work. The goal is to identify potential solutions to better use bargaining unit employees to reduce IT personal services contracted work.

Explanation: *Establishes a labor/management committee to investigate the factors that influence agency decisions to contract out. The committee will identify potential solutions that result in the use of bargaining unit members to perform work ordinarily contracted out.*

ARTICLE 13 - WORK WEEK, SCHEDULES AND OVERTIME

13.10 - Payment for Overtime

All employees, except those whose job duties require him or her to maintain a license to practice law shall be compensated for overtime work as follows:

1. Hours in an active pay status more than forty (40) hours in any calendar week shall be compensated at the rate of one and one-half (1 1/2) times the employee's total rate of pay for each hour of such time over forty (40) hours;
2. For purposes of this Article, active pay status is defined as the conditions under which an employee is eligible to receive pay and includes, but is not limited to, vacation leave, 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

The employee may elect to accrue compensatory time off in lieu of cash overtime payment for hours in an active pay status more than forty (40) hours worked in any calendar week. Compensatory time off will be earned on a time and one-half (1 1/2) basis. The maximum accrual of compensatory time shall be two hundred forty (240) hours. When the maximum hours of compensatory time accrual is attained, payment for overtime work shall be made. Compensatory time must be used within ~~two hundred seventy (270)~~ **three hundred sixty-five (365) calendar** days from when it was earned. Compensatory time not used within ~~two hundred seventy (270)~~ **three hundred sixty-five (365)** days shall be paid to the employee **in the pay period immediately following the pay period which contained the three hundred sixty-fifth day (365th)** at the employee's current regular rate of pay. Any employee who has accrued compensatory time off and requests use of this compensatory time shall be permitted to use such time off within a reasonable period after making the request or, if such use is denied, the compensatory time requested shall be paid to the employee at his/her option to a maximum of eighty (80) hours in any pay period. 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.

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

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

Explanation:

Compensatory time will be available for use for 365 calendar days from the date it was earned. In the event the time is not used within 365 days, it shall be automatically paid to the employee. The payment should appear in the paycheck within two pay periods after the expiration of hours.

ARTICLE 16 – SENIORITY

16.03 - Ties

Ties in State seniority shall be broken in the descending numeric order of the last four digits of the employee's ~~social security~~ **Employee ID** number. The highest number will be 9999 and the lowest will be 0000. Any remaining ties will be broken by lot. Ties in Institutional seniority shall be broken in the order of State seniority.

Where the relative ranking of seniority has been previously established **and accepted by any means such relative ranking shall not be changed. However, where additional ties are created by personnel actions, e.g., transfers, bumpings, reassignments, recall, etc., the employee list will be regenerated using the last four digits of all tied employees' social security number. The additional employees will be inserted into the list pursuant to their last four digits of the social security numbers in descending numeric order. The list will then be maintained utilizing the employee ID number.** ~~by the time stamped on the employee Personnel Action by the Department of Administrative Services and then by comparison of the last four digits of the employee's social security number, such relative ranking shall not be changed.~~

Explanation: *Where seniority credits are equal, ties are broken by looking at the last four digits of the employees' Employee ID number.*

Instructions: *If a tie had previously been broken, the current order of seniority shall remain. However, where additional ties are created, the list will be regenerated using the last four digits of the employees' social security numbers and the employees will be inserted into the list in descending numeric order. Once this order has been determined, the social security numbers will be replaced with the employees' Employee ID numbers for seniority list maintenance purposes.*

16.05 - ~~Conversion~~ **Statewide Seniority Credit Tribunal**

~~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 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. Effective September 1, 1994, seniority credits shall replace seniority dates as the basis for determining relative seniority standing or seniority rights under this Agreement.~~
- ~~C. In the event that non-bargaining unit employees enter the bargaining unit, the Union shall have the opportunity to contact OCB to review and verify those employees' seniority credits. This review is to be initiated within six (6) pay periods of the pay period in which the Union is notified of the personnel action.~~

The parties agree to establish a Statewide Seniority Credit Tribunal (Tribunal) to review seniority credit totals which may have been affected by issues including, but not limited to, transfers, promotions, demotions, prior service conversions, etc. The Tribunal shall be composed of two OCSEA bargaining unit members, a representative from OCB and a representative from OCSEA.

Beginning April 1, 2009, all bargaining unit employees shall be notified to review their seniority credits for any discrepancies. A copy of the seniority list showing each employee's name, date of hire and seniority credits, shall be provided to each chapter president. Discrepancies shall be brought to the attention of the appropriate agency employee by the affected employee or chapter designee for review and possible correction by completing a "Seniority Credit Discrepancy Form" (SCD). In the event no change is made or the affected employee or chapter designee believes that further change is warranted, the completed SCD form shall be forwarded to the Tribunal for disposition.

All SCD forms must be received by the Tribunal no later than August 1, 2009. Forms received after this date will be directed to an NTA process.

The Tribunal shall convene no later than June 1, 2009 and shall meet on an "as needed" basis to address seniority credit issues. Tribunal time shall be the same as time under Article 3.03 The decisions of the Tribunal shall not be grievable. An appeal of a Tribunal decision may be filed with the Tribunal along with additional information. If any modification to the calculation is made, a new notice of decision will be issued. Otherwise, no other action shall be taken. The tribunal shall review all forms received and obtain any additional information, including EHOCS/PAs, necessary to make a decision. A written decision shall be sent to the affected employee, the union representative and the appropriate agency employee.

In the event that non-bargaining unit employees enter the bargaining unit, the Union shall contact the Tribunal to review and verify those employees' seniority credits. This review is to be initiated within six (6) pay periods of the pay period in which the Union is notified of the personnel action.

In the event that an agency has a large number of seniority credit issues as the result of a reorganization, layoff, merger, etc., the agency may establish an agency wide tribunal which shall utilize the guidelines and procedures for determining OCSEA seniority credits established by the Statewide Tribunal. This process may also be utilized to remedy seniority issues brought to light during vacation canvasses, cost savings day canvasses, and/or Pick-A-Post Committees. Where the parties are unable to resolve the issue(s), a Seniority Credit Discrepancy (SCD) form shall be completed and forwarded to the Statewide Tribunal for final determination.

Additionally, the Statewide Tribunal shall create a flow chart to process issues related to processing the seniority credit accruals.

In the event a grievance involving seniority credits has been filed under Article 25, the grievance shall be identified and attached to the SCD form and forwarded to the Statewide Tribunal for processing. Forms with grievances attached shall be given priority in processing by the Tribunal.

Explanation: *Establishes a Statewide Seniority Credit Tribunal (Tribunal) to review discrepancies in seniority credit calculations.*

Decisions of the Tribunal are not appealable and shall be sent to the affected employee, the Union representative, and the agency designee.

If a non-OCSEA bargaining unit or exempt employee enters the bargaining unit, the Tribunal shall review and verify any available seniority credits.

Instructions: *Discrepancies will be reviewed by an agency designee. If the discrepancy*

cannot be resolved or the resolution is unsatisfactory, the "Seniority Credit Discrepancy Form" (SCD) must be forwarded to the Tribunal no later than August 1, 2009.

Where an agency is going through reorganization, layoff, merger, etc., the agency may use an agency-based Tribunal process.

If a grievance is filed on seniority credits, it shall be forwarded to the Tribunal.

ARTICLE 17 - PROMOTIONS, TRANSFERS, DEMOTIONS AND RELOCATIONS

17.03 - Posting

All vacancies within the bargaining units that the Agency intends to fill shall be posted in a conspicuous manner throughout the region, district or state as defined in Appendix J. In cases of vacancies that are to be filled by permanent transfer(s), the vacancies shall be posted only in areas of declared excess. The agencies shall declare on the vacancy posting its intent to fill by 1) permanent transfer or 2) by promotion, transfer or demotion. Further, vacancy notices will list the deadline for application, pay range, class title and shift where applicable, the knowledge, abilities, skills, and duties as specified by the position description. **If the Employer has designated the position as Data Security Sensitive, the vacancy notice will also list if the final applicant will be required to successfully complete a background check.** Vacancy notices shall be posted for at least ten (10) days. Posted vacancies shall not be withdrawn to circumvent the Agreement. Should the initial applicant fail to successfully complete the probationary period, the Employer may, within one hundred eighty (180) days of awarding the position, repost or select from the remaining pool of applicants for the position from the original posting.

The Employer will cooperate with the Union to make job vacancies known beyond the required areas of posting. Application processes shall not be changed without mutual agreement.

Instructions: *When posting a position, Management will determine if it is a Data Security Sensitive position and list that it is such on the posting. A Data Security Sensitive position requires the final applicant to successfully complete a background check.*

17.04 - Applications

Employees may file timely applications for permanent transfers, promotions, lateral transfers or demotions. Applicants must specify on the application how they possess the minimum qualifications for the position. Upon receipt of all bids the Agency shall divide them as follows:

For the vacancies that the Employer intends to fill by promotion, lateral transfer, or demotion, the applications shall be divided as follows:

1. All employees in the office (or offices if there is more than one office in the county), "institution" or county where the vacancy is located, who possess and are proficient in the minimum qualifications contained in the classification specification and the position description.
2. All employees within the geographic district of the Agency (see Appendix J) where the vacancy is located, who presently hold a position in the same, similar or related class series (see Appendix I), and who possess and are proficient in the minimum qualifications contained in the classification specification and the position description.
3. All other employees within the geographic district of the Agency (see Appendix J) where the vacancy is located, who possess and are proficient in the minimum qualifications contained in the classification specification and the position description.
4. All other employees of the Agency.

5. All other employees of the State (Inter-Agency Transfer).

ODOT positions designated as district-wide positions shall be reviewed pursuant to (2) and (3) above.

Employees serving either in an initial probationary period, trial period or promotional 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 six (6) months from date employee probationarily demoted. In the Environmental Protection Agency (EPA) and Public Utilities Commission of Ohio (PUCO), the bidding restriction for failure to complete a probationary period shall only apply to the same classification within the same division.

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 date for the employee's return to duty is prior to or coincides with the date the job is to be filled.

Explanation: *Clarifies that employees can bid on job vacancies while out on disability as well as Workers' Compensation, OIL, and Salary Continuation. However, in order to fill the vacancy the employee must be back at work the date the job is to be filled.*

17.05 - Selection

If the vacancy is a Data Security Sensitive position that requires the passing of a background check, the Employer may deny the final applicant the position based on the results of the background check.

If the position is in a classification which is assigned to pay ranges one (1) through seven (7) and pay ranges twenty-three (23) through twenty-seven (27), the job shall be awarded to the qualified employee with the most State seniority unless the Agency can show that a junior employee is demonstrably superior to the senior employee. As permitted by law, affirmative action shall be a valid criterion for determining demonstrably superior.

If the position is in a classification which is assigned to pay ranges eight (8) through twelve (12) or twenty-eight (28) or higher, the job shall be awarded to an eligible bargaining unit employee on the basis of qualifications, experience, education and active disciplinary record. For purposes of this Article, disciplinary record shall not include oral or written reprimands. When these factors are substantially equal State seniority shall be the determining factor.

Interviews may be scheduled at the discretion of the Agency. Such interviews may cease when an applicant is selected for the position.

- A. 1. The Agency shall first review the bids of the applicants from within the office, county or "institution."
2. If no selection is made in accordance with the above, then the Agency will first consider those employees filing bids under Sections 17.04(2) and 17.04(3). Employees bidding under Sections 17.04(4) shall have grievance rights through Step Three (3) to grieve non-selection. Employees bidding under Sections 17.04(5) shall have no rights to grieve non-selection.

3. If a vacancy is not filled as a promotion pursuant to Sections 17.04 and 17.05, bids for a lateral transfer shall be considered. Consideration of lateral transfers shall be pursuant to the criteria set forth herein. The Agency shall consider requests for lateral transfers before considering external applications. Employees bidding under Section 17.04(4) shall have grievance rights through Step Three (3). Employees bidding under Section 17.04(5) shall have no rights to grieve non-selection. The successful applicant shall possess and be proficient in the minimum qualifications of the position description and the classification specification. If there are multiple applicants, the selection will be made from the most senior applicant who meets minimum qualifications as stated above.
 4. If a vacancy is not filled as a promotion pursuant to Sections 17.04 and 17.05 or by lateral transfer, bids for demotions shall be considered. Employees bidding under Section 17.04(4) shall have grievance rights through Step Three (3). Employees bidding under Section 17.04(5) shall have no rights to grieve non-selection.
- B. In institutions lateral transfers shall be accomplished as follows:
1. No more than ten percent (10%) of the bargaining unit employees in an institution, as determined by the table of organization, may make lateral transfers out of that institution in a calendar year.
 2. The number of bargaining unit vacancies in an institution during the previous calendar year shall be determined in the first week of January of each year. Ten percent (10%) of that number shall be determined by rounding up, and that number plus ten percent (10%) of any new vacant positions added to the Table of Organization, shall be used to determine the maximum number of vacancies that the institution shall be required to accept by lateral transfer during the ensuing year.
 3. In the Department of Rehabilitation and Correction during the first twelve (12) months of operation, each newly activated institution will be required to fill the first twenty-five percent (25%) of their posted vacancies through lateral transfers from other institutions. (Additional vacancies may be filled by lateral transfers at management's discretion.) Thereafter, such institution shall accept lateral transfers in the same manner as all other institutions.
 4. This Section shall not modify work areas or the application of Pick-A-Post agreements.

Explanation: *Clarifies that management can deny an employee a Data Security Sensitive position based on the results of a background check.*

ARTICLE 20 – BENEFITS

20.01 - Health Care, Eligibility, Open Enrollment

A. General

The Employer shall provide comprehensive health care to all eligible employees as defined in Section 20.01 (C), who shall have the right to choose among any qualified health plans which are available in their area.

B. Open Enrollment

At least every other 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 (JHCC).

Open enrollment fairs will be sponsored by the employer in those years when a significant change in the benefits program has been implemented. Such a change would include, but not be limited to, new insurance vendors, elimination of existing insurance vendors, and significant changes to the insurance plan design. The JHCC will evaluate the need for open enrollment fairs and will make a recommendation to the Director of Administrative Services if it is determined that open enrollment fairs are needed during a particular open enrollment period. Whenever possible, the recommendation will be made at least six (6) months in advance of the open enrollment period to allow for adequate time to plan for and organize the open enrollment fairs. Fairs will be publicized among state employees and employee attendance at the fairs will be allowed and encouraged subject to the legitimate scheduling needs of the Employer.

~~The Employer shall make all reasonable efforts to ensure that open enrollment fairs are held during open enrollment, that such open enrollment fairs are well-publicized and subject to the scheduling needs of the Employer, to facilitate employee attendance at these health fairs.~~

If more than twelve (12) months pass without an open enrollment period, the Employer shall provide an opportunity for state employees to add or drop dependents, or add or drop health plan coverage. The JHCC and/or appropriate sub-committee shall be consulted in the development of plans for such opportunities.

Explanation: *Allows the JHCC a role in recommending open enrollment fairs.*

C. Changes Outside of Open Enrollment

In order to maintain premium payment with pre-tax earnings, any changes outside of open enrollment must be in compliance with the applicable rules of the Internal Revenue Code Section 125 which may include but not be limited to the following:

Changes from single to family and family to single may occur if requested within thirty-one (31) days of any of the following events:

1.~~(a)~~ After marriage, death of a spouse, divorce, legal separation, or annulment, in which case coverage becomes effective the first day of the month following the month of application.

2.~~(b)~~ Birth, adoption, placement for adoption, or death of a dependent, in which case coverage becomes effective with the birth, adoption, or placement of a child or date of death.

3.~~(c)~~ Termination or commencement of employment by the employee, spouse or dependent, in which case coverage becomes effective the first day of the month following the month of application.

4.~~(d)~~ Reduction or increase in hours of employment by the employee (including layoff or reinstatement from layoff), spouse, or dependent, including a switch between part-time and full-time, strike, lockout, or commencement, return to work from an unpaid absence, or change in work site in which case coverage becomes effective the first day of the month following the month of application.

5.~~(e)~~ Return to work through order of arbitration or settlement of a grievance, or any administrative body with authority to order the return to work of an employee.

6.~~(f)~~ The employee's dependent satisfies or fails to satisfy the requirement of the definition of dependent due to attainment of age, student status or any similar circumstance as provided in the Health Plan under which the employee receives coverage.

7.~~(g)~~ If the plan receives a Qualified Medical Child Support Order (QMED) pertaining to an employee's dependent, the employee may elect to add or drop the child to the plan depending upon the requirement of the QMED.

8.~~(h)~~ If an employee, spouse, or dependent who is enrolled in a health plan becomes entitled to coverage (i.e. enrolled) under Part A or Part B of Title XVIII of the Social Security Act (Medicare) or Title XIX of the Social Security Act (Medicaid), other than coverage consisting solely of benefits under section 1928 of the Social Security Act (the program for distribution of pediatric vaccines).

9.~~(i)~~ If an employee, spouse, or dependent is no longer entitled to coverage (i.e. enrolled) under Part A or Part B of Title XVIII of the Social Security Act (Medicare) or Title XIX of the Social Security Act (Medicaid), other than coverage consisting solely of benefits under section 1928 of the Social Security Act (the program for distribution of pediatric vaccines).

Requests for changes pursuant to sections ~~(a)~~ (1) through ~~(i)~~ (9) must be supported by proper documentation.

10.~~(j)~~ An employee may change health plans if the employee either no longer resides or no longer works in the service area of the employee's current health plan.

D.~~C.~~ Eligibility

All permanent full-time and part-time employees, including established-term appointments (ETA's) employees (unless modified by agency-specific agreements), shall be eligible for health benefits as well as for the benefits provided by the Union Benefits Trust. For new employees, coverage for health care benefits as provided in this Article becomes effective on the first day of the month following the month in which the employee begins employment with the state. ~~health care enrollment form is signed and submitted by the employee.~~ Changes made during open enrollment will become effective on the first day of the new benefit period. **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.

Explanation: *Clarifies the Employer's right to assure benefits are only paid for eligible dependents.*

The following dependents are eligible for coverage:

- (1) The employee's current legal spouse;
- (2) (a) The employee's unmarried children until the end of the month in which they reach 19 (including legally adopted children, children for whom the employee has been appointed legal guardian, and dependent stepchildren and foster children who normally reside with the employee);
(b) The employee's unmarried children who are attending an accredited school and are primarily dependent upon the employee for maintenance and support until the end of the month in which they reach age 23.
- (3) Children of divorced or separated parents not residing with the employee but who are required by law to be supported by the employee.
- (4) Unmarried children of any age who are incapable of self-support due to mental retardation, severe mental disability or a physical handicap, whose disability began before age twenty-three (23) and who are principally dependent on the employee. When there is an unsuccessful attempt at independent living, a child covered pursuant to this provision will be re-enrolled for coverage, provided application is made within five (5) years following the loss of coverage.
- (5) Dependent children placed for adoption in an employee's home shall be eligible for coverage under the same conditions as children born to an employee or the spouse of the employee, whether or not the adoption has become final.

Employees that are called to active military service by the federal government continue to be eligible for full health care benefits during their tour of duty. Their dependents also continue to be eligible for health care benefits during their active duty service.

When both spouses in a family are employed by the State, each may elect single coverage, or one may elect family coverage provided that the spouse who elects single coverage may not be listed as a dependent under the family coverage. A child who is eligible as an employee of the State is not also eligible as the dependent of a parent who is also a state employee.

Explanation: *Reflects military rights to continued health care benefits.*

E.D. COBRA

Upon an employee's termination or separation from his/her employment from State service (other than for gross misconduct), the Employer's obligation to continue to pay either share of the healthcare premium will cease unless specified otherwise elsewhere in this

contract. The Employer will notify the employee of their right to choose to continue his/her health plan under the federally mandated COBRA program. Health plans shall make available conversion to an individual medical policy. Under the federal law, the employee, spouse or other family member has the responsibility to notify the State of Ohio of a qualifying event (such as divorce, legal separation, or a child losing dependent status under the group health plan). This notice must be made within sixty (60) days of the event or the date coverage ends in order to be eligible for COBRA continuation.

20.02 - Joint Health Care Committee (JHCC)

A. Membership and Purpose

The Employer agrees to retain the JHCC, which shall include the labor co-chair and five (5) representatives from OCSEA/ AFSCME and one (1) each from the four remaining unions which have the largest number of State employee bargaining unit members and a like number of management representatives. Representatives from other unions may be added as non-voting members by mutual agreement of the labor and management co-chairs.

The committee shall meet quarterly unless otherwise agreed, to review and act on subcommittee recommendations related to changes in any matters covered in Article 20 of this Agreement or on other matters as mutually agreed to by the co-chairs. The management co-chair shall be designated by the Employer, and the labor co-chair shall be designated by the Executive Director, OCSEA. Whenever possible meetings will be held during regular business hours and employees will receive time off with pay at their regular rates, plus travel expenses pursuant to Article 32 to participate in committee and subcommittee meetings.

The co-chairs of the JHCC shall advise the Director of DAS on the operation of the health plans and will present recommendations from the JHCC or its subcommittees to the Director in writing.

Within forty-five (45) days of receipt of a formal recommendation from the JHCC, the Director will advise the co-chairs of any actions to be taken in response to their recommendations.

The Director may request a meeting with the co-chairs at any time to explain or discuss any recommendation.

The co-chairs may jointly request the Director of DAS to provide that the costs of JHCC member attendance at conferences, seminars, or other educational opportunities (including reasonable travel, hotel and meals) be paid for JHCC members to attend events which the co-chairs mutually agree will assist in the discharge of JHCC responsibilities under this Article. Such costs will be paid from the education and communication account.

B. Subcommittee Functions

The JHCC shall have subcommittees for: planning, administration and communications. JHCC subcommittees may be reconfigured by mutual agreement of the labor and management co-chairs. These subcommittees shall meet at least bimonthly, unless otherwise agreed, with the co-chairs, or a designee, as a member of each subcommittee.

Specific functions of the subcommittees shall include:

1. Planning

- (a) Make recommendations regarding the request for proposal, evaluation of bidders, and selection of all health plans and of the consultant(s) who will assist in the process of health plan evaluation and selection. The labor co-chair of the JHCC, or designee, may at his/her discretion participate in any consultant or provider

interview process. Upon agreement by the co-chairs, subcommittee members may participate in the interview process as well. The planning subcommittee will review the requests for proposals (RFPs) and the proposals of bidders, unless labor agrees to waive this review in the interests of time, in which case the labor co-chair will review the RFPs and the proposals of bidders.

(b) Make recommendations regarding vendor contracts.

(c) Facilitate research on new initiatives and review market analysis of health care issues and review the health care marketplace.

2. Administration

(a) Monitor the operations, contract compliance and National Committee for Quality Assurance (NCQA) or other applicable accreditation status of health plans.

(b) Review ~~claims and~~ customer service issues and work with DAS Benefits Administration Services to resolve those issues. ~~identify trends.~~

(c) Review claim appeal and other dispute resolution procedures.

(d) Review the Health Plan Employer Data Information Set (HEDIS) reports and other data of the health plans, which shall be provided on a regular basis to the subcommittee.

(e) Review any audits performed on the health plans.

(f) Review benefit issues and changes proposed for health plans.

(g) Monitor status of the health benefits fund.

Explanation: *Clarifies privacy of claims information.*

3. Communications

(a) Make recommendations regarding open enrollment.

(b) Review communication materials prior to distribution ~~sent~~ to employees.

(c) Explore use of alternative print and non-print methods of communication.

(d) Assist in the implementation of 20.02(C) below.

Explanation: *Clarifies intent to preview materials.*

C. Employee Education and Communication

A consultant shall be chosen in consultation with the communication subcommittee to assist in the communication of benefits information to State employees unless mutually agreed otherwise by the JHCC. The consultant will have expertise in communicating benefits information to large and diverse populations using multi-media approaches. Relevant public sector and/or labor union experience shall be given consideration in the consultant selection process. The Employer in conjunction with the consultant will work with the communication subcommittee to update a strategic plan for communicating

benefits with State employees through the use of both print and non-print means of communications. The plan will include employee education as well as provisions for employee input into and feedback concerning State employee health plans. It will also include guidelines for health plan communications with State employees. The

strategic planning process will be ongoing and shall produce a plan covering at least the period of the duration of this Agreement. A surcharge may be added to the health plan premiums to maintain the employee education and communication program. The surcharge shall be one dollar (\$1) per month, per employee, enrolled in a health plan, and may be adjusted based upon a review of reports of revenue and expenditures of the account maintained for such purposes, as recommended by the JHCC to the DAS Director. The surcharge shall be equally split between the Employer's and the employee's premium share (e.g. fifty cents each). The funds shall be used to develop and implement communication programs for all employee health plans, mental health and substance abuse programs, and other State health programs as identified by the JHCC and to employ consultants as needed to assist the parties in health plan selection, rate negotiations or any other function determined appropriate. Monies unexpended or encumbered in one (1) fiscal year shall be carried forward and be available in subsequent fiscal years. The JHCC shall receive quarterly fund financial reports including revenue and expenditures.

D. Health Care Policy Analyst

The Employer will dedicate \$150,000 annually in recognition of the increased need for analysis in the administration of the state's health management programs. This amount may be adjusted upward by the DAS Director. Monies unexpended or encumbered in one (1) fiscal year shall be carried forward and be available in subsequent fiscal years. Additionally, due to monies carried forward from one year to the next, the DAS Director may adjust the amount downward so as not to exceed the \$150,000 annual commitment.

Such analysis will be conducted by an expert in the health care field or a health care policy analyst or a combination of the two as determined by the Director of DAS after recommendation from the JHCC. The functions performed shall include but are not limited to:

1. Analyze health care claims data of state employees for trends and make recommendations to the JHCC on plan design and health management programs based on the trend analysis;
2. Monitor and analyze health care legislation for potential impact on the state health plans;
3. Analyze plans' HEDIS data, issue logs and health plan contract compliance issues and make recommendations to the JHCC on actions it might take;
4. Monitor relevant health care issues and wellness initiatives and make recommendations to the JHCC for potential action.

The health care policy expert or analyst will at a minimum make quarterly reports to the JHCC on its activities and will function as an ongoing resource to the JHCC on health care policy and data analysis issues. The JHCC will develop a list of key issues and outcomes to be addressed by the expert or analyst. The JHCC labor co-chair will participate in the interview and selection process.

Explanation: *Clarifies privacy of actual claims.*

20.03 - Health Plan Characteristics

~~Effective with the commencement of the benefit period beginning on or after July 1, 2006, e~~ Except as otherwise provided herein, health plans offered to State employees must meet standards in the areas listed below. Prior to each subsequent rebidding or re-evaluation of health plans offered to State employees, the Director of DAS may revise the standards and add standards in additional areas if such revisions and/or additions are recommended by the JHCC.

A. Networks

1. Health plan provider networks must have a full range of primary care and specialist physicians with reasonable numbers of each in relationship to eligible State employees.
2. Health plans newly offered to State employees shall insure that no more than a reasonable percent of network providers have closed practices, and shall attempt to facilitate inclusion in their network primary care physicians already serving State employees in their service area.
3. A designated percentage of primary care physicians and specialist physicians shall be board certified.
4. Health plans shall adhere to reasonable standards of access for every employee to primary care physicians and to hospitals in urban and rural areas in time and distance as recommended by the administrative subcommittee of JHCC.
5. Health plans shall agree to refrain from dropping any hospital or health care facility from the network during a benefit period, unless the health plan has notified the Employer, and to the satisfaction of the labor and management co-chairs, attempted to develop a method of delivering continuity of care for those persons who may be adversely affected by the change in the network.
6. Health plans shall include centers of excellence to perform highly specialized, high cost procedures such as transplants. The JHCC may modify this provision to best accommodate health plans while assuring quality services for participants. Furthermore, upon the recommendation of the JHCC, the Director of DAS may provide financial or other incentives (including but not limited to reduced co-pays or co-insurance) to participants to utilize quality providers.
7. **For any plan that offers out-of-network coverage, R** reimbursement to non-network providers shall be at a level no greater than the usual, customary, and reasonable fee/allowed amount which has been established by the plan administrator for that service or supply. ~~HMO plans do not cover services by providers not in their network, except for emergencies. Ohio Med covers services by non-network providers, but at a reduced reimbursement rate.~~
8. For those employees assigned to work outside of Ohio who are enrolled in an indemnity plan, which does not offer the option of network providers and/or facilities, co-payments ("co-insurance") for services will be **paid at a rate which is** at least seventy percent (70%) by the plan and no greater than thirty percent (30%) by the participant, after the deductible and up to the out-of-pocket maximum.
9. No hospital, doctor, laboratory, or other health care provider can be added to a plan network in violation of the vendor's established selection criteria, or in violation of the vendor's established standards governing the number of hospitals and other providers which will be part of the plan network in any given geographic area.
10. Medical Necessity and Preventive Services

Health plans pay only for those covered services, supplies, and hospital admissions which are medically necessary or are classified as preventive services covered under the

plan. Network providers and facilities are responsible for insuring that services, supplies, and admissions are medically necessary or preventive as defined by a plan. In plans with out-of-network benefits, the fact that a non-network provider may prescribe, order, recommend, guarantee, or approve a service, supply, or admission does not guarantee medical necessity or make such charges an allowable expense, even though they are not specifically listed as exclusions.

B. Cost Sharing

1. Except as modified by the Director of the Department of Administrative Services (DAS), who may revise or add to the requirements in this section if such revisions and/or additions are recommended by the JHCC, the following features will apply to this section.

a. ~~Deductibles (Ohio Med Only)~~

The in-network individual deductible is \$200, and the family deductible is \$400. The out-of-network individual deductible is \$400, and the family deductible is \$800. When any one family member has paid \$200/\$400 for eligible expenses, that person's deductible is met. The balance of the family deductible must be met by the combined expenses of other family members. Expenses which are applied towards meeting the individual or family deductible must be incurred during the benefit period.

Explanation: *Deductibles will be extended to all plans.*

b. Reimbursement Levels and Coinsurance

Network providers and hospitals shall be prohibited from balance billing, that is, from charging any participant any additional amount other than co-pays, coinsurance or deductibles for covered services. Network Providers shall submit bills and other required paperwork on behalf of the participant.

With the exception of certain preventive services which are covered at one hundred percent (100%) and office visits which are covered in full after payment of an office visit co-pay or other specified service, the plan will pay eighty percent (80%) of those covered services performed by network providers. In those instances the participant pays twenty percent (20%) of the plans' reimbursement rate up to the out-of-pocket maximum.

Non-network providers may or may not accept the plan's payment as payment in full. The plan will pay sixty percent (60%) of the plan's reimbursement rate for non-network providers for covered services. The participant pays forty percent (40%). The non-network provider may bill the participant the balance between what is charged and what the plan allows.

c. Out-of-Pocket Maximum (OPM)

As soon as any individual in the family meets the individual coverage OPM, further eligible expenses on behalf of that individual shall be covered in full except as indicated below. All participants' eligible expenses shall count toward satisfying the individual and/or family OPM, except that any penalties paid shall not count toward satisfying the OPM. After participant eligible expenses have reached the OPM,

eligible services are covered in full except where non-network providers engage in balance billing.

C. Benefits and Exclusions

Only medically necessary eligible services are covered. The State, after consultation with the JHCC, may carve-out procedures and services, including but not limited to, durable medical equipment, laboratory services, and prosthetics so that carved-out procedures and services may be provided by a vendor other than the participant's health plan. After consultation with the JHCC, the Director of DAS may require participants to use centers of excellence for designated procedures or services. Additionally, upon the recommendation of the JHCC, the Director of DAS may place limits on certain benefits.

1. In-Patient Hospital Benefits:

Health plans will offer at least the following hospital services:

- a. Unlimited duration of eligible medically necessary services except as provided herein.
- b. Semi-private room.
- c. Hospital ancillary services.
- d. Emergency room services.

There is a \$75 charge for the use of the emergency room which does not result in an admission. If there is a penalty charge established by the Department of Administrative Services for the non-emergency use of a non-network hospital, it shall be no greater than \$350.

- e. Diagnostic imaging and laboratory tests.
- f. All other eligible medically necessary treatments and procedures.

2. Other Than In-Patient-Hospital Benefits

Benefits for all health plans offered to State employees shall minimally include:

- a. Physician services. Routine office visits, house calls and consultations. Office visits provided by a network physician and billed by that office shall be covered at one hundred percent (100%) with no co-insurance or deductibles after a twenty dollar (\$20.00) co-payment ~~fifteen dollar (\$15.00) co-payment~~. If such visit, house call, or consultation is covered on an out-of-network basis, the participant shall pay a thirty dollar (\$30.00) co-payment.

Explanation: *Increases office co-pay to \$20.00.*

- b. Outpatient medical services.
- c. Emergency medical services.
- d. Diagnostic laboratory and diagnostic and therapeutic radiological services.
- e. Infertility services to include diagnostic services to establish cause or reason for infertility.
- f. Preventive health care services, as recommended by the United States Preventive Services Task Force (USPSTF) guidelines shall be covered with

no co-pay, co-insurance or deductible if provided by a network physician and shall including at least the following:

Explanation: *Expands number of preventative services paid at 100 percent with no co-pay or deductible including those listed below.*

~~(1) Voluntary family planning services~~

(1) Screening colonoscopy beginning at age 50.

- (2) Routine physical examinations including routine lab profiles (including but not limited to cholesterol and other lab screenings), ~~shall be paid at one hundred percent (100%) after the fifteen dollar (\$15.00) co-pay with no coinsurance or deductible if provided by a network physician.~~ If coverage is available for non-network physicians, benefits shall be paid up to one hundred fifty (\$150) maximum after the thirty dollar (\$30.00) co-pay with no deductible or co-insurance: one (1) every two (2) years for ages 40-59; one (1) each year for ages 60 and over.
- (3) Cervical cancer screening, ~~shall be paid at one hundred percent (100%) after the office co-pay with no co-insurance or deductible~~ which at a minimum shall include annual gynecological physical examinations, including screenings and rescreenings for cervical cancer for women age 18 and over, and for women younger than 18 who are sexually active. Adjunctive technologies approved by the U.S. Food and Drug Administration in addition to traditional papanicolaou smears shall be covered. Additional testing for cervical cancer is covered when medically necessary.
- (4) Mammographies to detect the presence of breast cancer shall be covered as follows: Routine or screening mammography (age 35-39) one in five years, one screening or diagnostic mammography during that five (5) year period ~~is covered at one hundred percent (100%) with no co-insurance or deductible;~~ age 40 and older, annually covered ~~at one hundred percent (100%) with no co-insurance or deductible;~~ high risk individuals as needed, regardless of age ~~covered at one hundred percent (100%) with no co-insurance or deductible.~~ Mammography coverage will include both males and females; any additional mammogram(s) shall be covered subject to deductibles or co-payments.
- (5) Pre-natal obstetrical care and pre-natal care outreach. A pre-natal outreach program to encourage pre-natal care beginning in the first trimester.
- (6) Well-child care. ~~Benefits are covered at one hundred percent (100%) and not subject to the deductible.~~ This includes the initial inpatient examination of a newborn infant. The plans cover annual physical exams including hearing examinations, developmental assessments, anticipatory guidance, immunizations (including, but not limited to meningococcal) and laboratory tests in accordance with the recommendations of the preventive care task force guidelines (or other recommending body as determined to be appropriate by the JHCC).

(7) Immunizations as recommended by the centers for disease control and prevention guidelines.

Explanation: *Expands covered immunizations at no cost.*

(8) PSA Testing

Prostate Specific Antigen (PSA) screening. One (1) screening test per 12 months for men age 40 and over.

- g. Skilled Nursing Facility, including Extended Care is covered at eighty percent (80%) for up to one hundred eighty (180) days for each confinement provided that the benefit must immediately follow a hospital confinement, or provided that the confinement will avoid a hospitalization which would otherwise be necessary. Coverage is at eighty percent (80%) of the UCR/allowed amount and not subject to deductibles and co-pays. Additional days of coverage for medically necessary care at sixty percent (60%) of the UCR/allowed amount and are not subject to deductibles.
- h. Allergy injections.
- i. Home Health Care Services: Home Health Care (noncustodial) services prescribed by a physician to treat a medical condition for which the patient was or would otherwise have been hospitalized shall be covered at eighty percent (80%) if provided by a network provider, and at sixty percent (60%) of UCR/allowed amount if provided by a non-network provider in plans that permit use of non-network providers. Such benefit shall not exceed one hundred (100) visits or one hundred eighty (180) days, whichever is greater.
- j. Registered dietitian services for medically necessary conditions **and obesity management** up to two visits per patient per condition per year ~~and obesity management.~~
- k. Physical therapy.
- l. Occupational therapy.
- m. Speech therapy.
- n. Chiropractic services.
- o. Initial internal or external prosthetic devices and medically necessary replacements at eighty percent (80%) coverage.
- p. Non-experimental organ transplants. One million dollar (\$1,000,000) lifetime maximum per covered person. Participants are required to utilize a center of excellence for transplants, if available through their plan.
- q. Liaison services with the State Employee Assistance Program.
- r. No fewer than three disease management programs unless otherwise provided by the State through contracts with disease management vendors. The disease management programs shall not be subject to deductibles or co-payments. Two of the disease management programs must address diabetes and asthma.
- s. Diabetes ~~coverage~~ supplies, **insulin** and durable medical equipment (including insulin pumps where medically necessary) covered at one hundred (100%) with no

deductibles, co-payments or co-insurance upon participation in a diabetes disease management program.

Explanation: *Expands coverage to include insulin.*

- ~~t.~~ Tetanus immunization; annual influenza immunizations pneumococcal vaccine (for high risk individuals), rubella vaccine for adults age 18 and over.
- ~~uf.~~ Ambulance service.
- ~~*u.~~ Tubal Ligation.
- ~~**v.~~ Vasectomy.
- ~~*w.~~ Hemodialysis.
- ~~y.~~ PSA Testing.
Protein Specific Antigen (PSA) screening. One (1) screening test per 12 months for men age 40 and over, covered at one hundred percent (100%) and not subject to the deductible.
- ~~zx.~~ Hospice services, with one hundred percent (100%) coverage of medically appropriate care (with no deductibles, co-pays or arbitrary day or visit limits).
- ~~aa.~~ Durable medical equipment.
- ~~bb.~~ Mental health services are provided as described in Section 20.03 (C)(5).
- ~~eeaa.~~ Birth control, including oral contraceptives, patches, IUDS, injectables (e.g., Depo Provera), implantable contraceptives (e.g., Norplant) and diaphragms.

Explanation: *Eliminates reference to pharmaceutical names and obsolete drugs.*

~~edbb.~~ Cancer Clinical Trials (~~Ohio Med only~~)

Participation in National Cancer Institute (NCI)-sponsored clinical trials for cancer is covered on a limited basis. This is an exception from the coverage exclusions for experimental procedures. ~~Ohio Med~~ Coverage includes Phase II and Phase III clinical trials and does not extend beyond the specific parameters and restrictions of existing trials. All care and testing required to determine eligibility for an NCI-sponsored clinical trial and all medical care that is required as a result of participation in a clinical trial will be eligible for coverage by the ~~Ohio Med~~. Pre-authorization is required. A participant should contact the health plan ~~Ohio Med~~ Administrator for more information. Upon recommendation of the JHCC, the Director of DAS may approve coverage for additional Phase II and Phase III clinical trials.

Explanation: *Expands cancer clinical trials to all plans.*

- ~~eecc.~~ Screening flexible sigmoidoscopy every five (5) years beginning at age 50 covered at one hundred percent (100%) with no deductible. Voluntary family planning services.

~~ffdd. Screening colonoscopy every ten (10) years beginning at age 50, covered at one hundred percent (100%) with no deductible. **Hearing aids covered at fifty percent (50%) not to exceed a one thousand dollar (\$1,000) lifetime benefit.**~~

~~gg. Hearing aids covered at fifty percent (50%) not to exceed a one thousand dollar (\$1,000) lifetime benefit.~~

3. Pharmacy Benefits

a. Pharmacy benefits are available to all State of Ohio employees and their dependents enrolled in a health plan. ~~Pharmacy benefits may be provided by the individual health plan or upon the recommendation of the JHCC, the Director of DAS may carve out pharmacy benefits from the health plans.~~

b. The JHCC will review the procedure for obtaining biotech drugs and upon recommendation of the JHCC, the Director of DAS may require that such biotech drugs be obtained from specialty pharmacies. Furthermore, upon recommendation from the JHCC, the Director of DAS may establish a separate cost-sharing structure for biotech or lifestyle drugs.

c. After consultation with the JHCC, the Director of DAS may implement the following:
(1) Alternative pharmacy cost-sharing plan options such as co-insurance.
(2) Coverage of certain Over-the-Counter (OTC) drugs.
(3) Alternative pharmacy procurement and distribution channels.
(4) Establishment of a special retail generic program.
(5) Establishment of a retail 90 day maintenance drug program.

Explanation: *Provides the JHCC the ability to encourage the use of chain store drug programs through reduced co-pay.*
Provides the JHCC the ability to encourage the use of retail 90-day supplies through reduced co-pay.

d. ~~No health plan~~ **The pharmacy vendor** may **not** remove from its formulary or require preauthorization for any prescription drug that is among its ten most frequently prescribed drugs unless the ~~health plan~~ **pharmacy vendor** has notified the Employer and consulted with the JHCC, including in that consultation a review of the health plan research recommending that the drug be excluded or put on preauthorization status.

e. Retail pharmacy program. There will be a **retail pharmacy** program ~~for short-term (up to thirty (30) days) prescriptions,~~ with easy access to pharmacies throughout the state. ~~Commencing July 1, 2006, co-pays for a thirty (30) day supply of prescription drugs including coverage of prescriptions from a licensed dentist are: \$10 co-payment for generic, twenty dollar (\$20) co-pay for a formulary brand name drug, and a forty dollar (\$40) co-pay for a non-formulary brand name drug. Where a generic equivalent is available, the co-pay for a non-formulary brand name drug shall be forty dollar (\$40) and the difference in cost between the generic equivalent and the non-formulary brand name drug. Commencing July 1, 2007 the following drug co-pays shall apply. Co-pays for a thirty (30) day supply of prescription drugs including coverage of prescriptions from a licensed dentist are: ten dollar (\$10) co-payment for generic,~~

~~twenty-two dollar (\$22) co-pay for a formulary brand name drug, and a forty-four dollar (\$44) co-pay for a non-formulary brand name drug. Where a generic equivalent is available, the co-pay for a non-formulary brand name drug shall be forty-four dollar (\$44) and the difference in cost between the generic equivalent and the non-formulary brand name drug. Commencing July 1, 2008, the following drug co-pays shall apply.~~ Co-pays for a thirty (30) day supply of prescription drugs including coverage of prescriptions from a licensed dentist are: \$10 co-payment for generic, twenty-five dollar (\$25) co-pay for a formulary brand name drug and a fifty dollar (\$50) co-pay for a non-formulary brand name drug. Where a generic equivalent is available, the co-pay for a non-formulary brand name drug shall be fifty dollars (\$50) and the difference in cost between the generic equivalent and the non-formulary brand name drug.

f. Mail Order Drug Program

~~When a prescription for~~ **In addition to the retail pharmacy program, the state shall maintain a mail order drug program for** long-term or maintenance medications lasting more than thirty (30) days, ~~is necessary, persons enrolled in Ohio Med must use the mail order program for long-term maintenance drugs after the second prescription fill at retail.~~

~~From July 1, 2006 through June 30, 2007, the following co-pays for mail order prescriptions of ninety (90) days shall apply. For a generic drug the co-pay is twenty-five dollars (\$25). The co-pay is fifty dollars (\$50) for a formulary brand name drug, and one hundred dollars (\$100) for a non-formulary brand name drug. Where a generic equivalent is available, the co-pay for a non-formulary brand name drug is one hundred dollars \$100 and the difference in cost between the generic equivalent and the non-formulary brand name drug. Commencing July 1, 2007, the following co-pays for mail order prescriptions of ninety (90) days shall apply. For a generic drug the co-pay is twenty-five dollars (\$25). The co-pay is fifty-five dollars (\$55) for a formulary brand name drug, and one hundred ten dollars (\$110) for a non-formulary brand name drug. Where a generic equivalent is available, the co-pay for a non-formulary brand name drug is one hundred ten dollars (\$110) and the difference in cost between the generic equivalent and the non-formulary brand name drug.~~

Explanation: *Eliminates requirement to use mail order for maintenance medications.*

~~Commencing July 1, 2008~~ **The following co-pays for mail order prescriptions of ninety (90) days shall apply. For a generic drug, the co-pay is twenty-five dollars (\$25). For a formulary brand name drug, the co-pay is sixty-two dollars and fifty cents (\$62.50).**

For a non-formulary brand name drug, the co-pay is one hundred twenty-five dollars (\$125). Where a generic equivalent is available, the co-pay for a non-formulary brand name drug shall be one hundred twenty-five dollars (\$125) and the difference in cost between the generic equivalent and the non-formulary brand name drug.

g. Prior Authorizations and Exclusions for Prescription Drug Programs

(1) Prior Authorization. A number of prescription drugs require prior authorization, all approvals for such prescriptions will be handled by the Pharmacy Benefit Manager (PBM). During the life of this contract other drugs may be added to the list of prior authorization after consultation with the JHCC, if required.

(2) It is recognized that certain drugs may not be covered by the plans.

4. Health Plan Exclusions and Limitations

Exclusions and limitations shall be as follows:

- a. Services which would be provided free of charge in the absence of insurance.
- b. Local anesthesia when billed separately, and hypnosis used for anesthetic purposes.
- c. Elective cosmetic surgery performed only for the purpose of changing or improving appearance.
- d. Custodial care, care in a sanitarium, rest home, nursing home, rehabilitation facility, health resort, health spa, institution for chronic care, personal care, residential or domiciliary care, home for the aged, camp or school.
- e. Personal comfort services such as telephones, radio, television, barber and beauty services, or in connection with air conditioners, air purification units, humidifiers, allergy-free pillows, blanket or mattress covers, electric heating units, swimming pools, orthopedic mattresses, vibratory equipment, elevator or stair lifts, blood pressure instruments, stethoscopes, clinical thermometers, scales, elastic bandages, **compression** stockings, or wigs; unless otherwise provided for by a specific benefit.
- f. Devices for simulating natural body contours unless prescribed in connection with a mastectomy.
- g. Charges which exceed the usual, customary and reasonable/allowed amount maximums.
- h. Chest x-rays and eye examinations and preventive care not necessary to the treatment of an illness, injury, or disease.
- i. Services which are not medically necessary or are not classified as preventive services.
- j. Services received before the effective date of the contract, or services not specifically covered by the contract.
- k. Expenses of injury or illness paid for or furnished by an Employer, whether under Workers' Compensation or otherwise, and services provided and paid by any governmental program or hospital.
- l. Vitamins, dietary or food supplements or non-prescription drugs, **except where prescribed by a physician.**
- m. Routine foot care.
- n. Orthotics.
- o. Treatments or diagnosis for obesity, including diet control, exercise and weight reductions, except for morbid obesity. This exclusion does not apply to any obesity or disease management program agreed to by the parties.
- p. Illness or injury related to war (declared or undeclared) or by participation in civil disturbance.

- q. Devices used for contraceptive purposes, except birth control pills, IUD, patches, injectables, (~~e.g., Depo-Provera~~), implantable contraceptives (~~e.g., Norplant~~), diaphragms which are covered by the plan.
- r. In Vitro fertilization and embryo transplantation, gamete introfallopian transfer (GIFT), and any costs associated with the collection, preparation or storage of sperm for artificial insemination (including donor fees).
- s. Reverse sterilization.
- t. Dental care, including osseous surgery. If no dental insurance exists or does not cover osseous surgery, such surgery shall be covered as any other surgery.
- u. Eyeglasses, contact lenses, or examinations for the fitting of such devices or for the prescription of such devices, unless necessitated as a result of an injury, illness or disease.
- v. Ordinary bandages and dressings.
- w. Expenses which are covered under any other group insurance program.
- x. Expenses incurred in a Skilled Nursing Facility for:
 - (1) Services rendered or supplies furnished principally for custodial care, which includes, but is not limited to, nonmedical, day-to-day patient care such as assisting the patient to get dressed and use bathroom facilities;
 - (2) Services rendered for care of senile deterioration, mental deficiency or retardation.
- y. Services rendered principally for care of mental illness.
- z. Examinations and procedures performed for screening-testing done without necessity, except as specifically provided by Article 20, when not indicated by symptoms or performed for treatment, including pre-marital testing surveys, research, and any procedure performed in connection with a physical examination ordered or required by an Employer as a condition of employment or the continuance of employment.
- aa. Charges for mileage costs or for completion of claims forms or for preparation of medical reports.
- bb. Services rendered beyond the period of time generally considered necessary for diagnosis of mental retardation or mental deficiency.
- cc. Services rendered for a psychiatric condition usually considered to be irremediable, except for the purpose of diagnosis of the condition as being irremediable.
- dd. Any services rendered primarily for training or educational purposes; self-administered services; services directed toward self-enhancement.
- ee. Treatment programs which are not of proven value or whose value is under investigation; research-oriented treatment; developmental or perceptual therapy; primal therapy; biofeedback; marriage counseling; orthomolecular testing and therapy; cathectathon therapy; marathon therapy; collaborative therapy. A drug or treatment is considered experimental or investigational if it cannot be legally marketed in the U.S.; it is a subject of Phase I, II or III clinical trials or under study to determine dosage, toxicity, safety, efficacy or efficacy compared with standard means of treatment; or reliable evidence shows that the consensus of experts is that further studies are necessary to determine maximum dosage, toxicity, safety, efficacy or efficacy compared

with standard means of treatment. Treatment in approved cancer clinical trials pursuant to the DAS cancer clinical or other DAS approved trial program(s) are covered.

ff. Clinic charges which are services billed by a resident, intern or other employee of a hospital or skilled nursing facility.

gg. Services for emergency first aid which are rendered in the office, place of business, or other facility maintained by the Employer.

hh. Services for which no claim was submitted within fifteen (15) months of the date of the service.

ii. Any service considered to be in the category of mental health and substance abuse which is provided to covered persons under a separate plan as described in Section 20.03 (C)(5).

jj. Hepatitis B vaccinations provided for employees pursuant to other terms of a collective bargaining agreement.

kk. Any service for which a benefit is not specifically provided by the plans.

5. Mental Health/Substance Abuse

A managed mental health and substance abuse program is provided to all participants enrolled in any Employer-sponsored health plan. Premiums for the managed mental health and substance abuse program shall be calculated and shall be added to the health plan premiums. The Employer shall contract for mental health and substance abuse benefits only under this program provided, however, that by agreement of the Director of DAS and the JHCC the benefit delivery system for this benefit may be changed.

The managed care vendor shall provide quarterly reports to DAS, which shall share the reports with the JHCC, on utilization and treatment outcomes, and on the composition of its provider network (including contracted facilities). The vendor will also provide information about its programs for use in the participant education program.

Programs must include the following features:

- a. A full range of culturally diverse service providers, including psychiatrists, psychologists, social workers, and licensed and certified alcohol and drug counselors;
- b. A full range of facilities, including inpatient facilities and facilities for residential treatment (halfway houses, transitional programs, etc.);
- c. A full range of programs at various treatment levels, including inpatient treatment, a variety of intensive outpatient programs, and a variety of outpatient programs;
- d. A range of service providers and facilities within a reasonable distance in all parts of the State;
- e. Group programs on smoking cessation, stress management, weight control, family discord, and other life stress management issues;
- f. Timely responses to emergency calls;
- g. Protocols and programs for integrating mental health/substance abuse and other physical health programs;
- h. Coordination with the State Employee Assistance Program;
- i. No preset caps on participant visits or treatment;
- j. A provision that the program will pay the costs of treatment by a provider not included in the managed care network for those persons for whom an appropriate provider is not available as follows: an outpatient provider shall be available to ninety

- percent (90%) of employees within 20 miles of their home; an inpatient provider shall be available within 60 miles of an employee's home;
- k. Separate standards and incentives, for the program to provide appropriate amounts of treatment at the various treatment levels (inpatient, intensive outpatient, etc.);
 - l. Use of the proper placement criteria;
 - m. Separate, appropriate diagnostic capacity for discrete categories of illness (e.g. Mental health, substance abuse, eating disorders);
 - n. Internal financial arrangements which will not encourage under-treatment, placement at inappropriately low levels of treatment, or withholding of treatment;
 - o. Capacity to provide appropriate critical incident stress debriefing in conjunction with the State Employee Assistance Program;

D. Quality Standards

1. All licensed health plans offered to State employees shall be accredited by the National Committee for Quality Assurance unless the health plan is of a type not accredited by NCQA. The NCQA accreditation requirement may be waived by the Director of DAS after consultation with the JHCC to evaluate whether the quality measures can be met without the NCQA certification. The JHCC may require that any other health plans offered to State employees be accredited by an appropriate accreditation body.
 - a. Any health plan must be properly accredited prior to submitting a bid or otherwise seeking to provide services to State employees. Such accreditation shall be in accordance with (D)(1).
 - b. Any health plan providing services to State employees which loses its accreditation with NCQA or other accrediting body as described in (D)(1) above shall, from the time of such loss of accreditation, no longer be offered to newly eligible State employees, and shall not be offered to employees at the time of the next open enrollment period unless the DAS Director, upon the JHCC's recommendations, determines that the plan continue to be offered.
2. Customer Service

All health plans offered to State employees shall have in place a toll free customer service telephone line.
3. Reporting Requirements

Following the NCQA data definitions and specifications, all health plans shall annually submit to DAS and NCQA both HEDIS data and customer service performance data for its commercial membership, and to DAS both HEDIS data and customer service performance data for its State employee membership. Such data shall be presented to the JHCC administrative subcommittee.
4. Administrative
 - a. Health plans must be able to demonstrate to the DAS Benefits Administration that they can successfully provide services for their anticipated enrollment.
 - b. Health plans must ensure that all participants are held harmless from any charges beyond established fees or co-pays for any benefit provided consistent with the health plan, regardless of the contracting or non-contracting status of the provider.
 - c. All licensed health plans will carry reinsurance coverage holding participants harmless from any charges resulting from out-of-network claims in the event that the health plan becomes insolvent.

E. Coordination of Benefits

If a health plan which is self-insured or otherwise unregulated is the secondary payer, the amount which the plan will pay shall be limited to an amount that will yield a benefit no greater than what would have been paid if the plan were the primary payer. The primary plan's benefit is subtracted from the amount the plan normally pays.

F. Wellness and Health Management

1. The State and the Union are jointly committed to promoting healthy lifestyles for State of Ohio employees. To that end the labor co-chair of the JHCC will serve on the State Healthy Ohioans committee. Furthermore, those agencies that wish to develop joint labor management wellness committees to further promote wellness initiatives within their agency may do so. The activities of the wellness committees may include but are not limited to the following:
 - a. Identify areas where employees can exercise on state property on breaks, lunch or off hours;
 - b. Identify ways to acquire exercise equipment for State employees to use;
 - c. Disseminate wellness information to State employees in a variety of ways including but not limited to newsletters, wellness fairs, lunch seminars, internet information;
 - d. Secure discounts for fitness clubs/gyms for State employees;
 - e. Work with management to eliminate barriers to employees attending wellness events or accessing wellness information.
2. Such wellness initiative shall not be construed to represent a fitness for duty requirement nor shall this Section be tied to any State fitness for duty requirements. The JHCC will review the progress of agency wellness programs. The JHCC will also explore incentives and disincentives for employee participation and make recommendations for implementation of Statewide Wellness Initiatives to the Director of DAS.
3. Health Management Programs shall be available to all participants enrolled in a health plan regardless of which plan they are enrolled in. The State, in consultation with the JHCC, may carve-out health management services from any or all health plans.
4. No later than July 1, 2008 the State shall offer to employees a wellness track option which may offer employees a monthly premium reduction or other monetary incentive for those employees who participate in the wellness track. The JHCC will be consulted on the type and amount of premium reduction or monetary incentive.

20.04 - Health Plan Selection and Contracting

- A. ~~Unless determined otherwise by the~~ The Director of DAS upon recommendation by the JHCC ~~will determine the number of health plans offered to employees~~ the Employer will seek to contract with and offer to employees two (2) health plans in each county or other appropriate geographic grouping. ~~The Director of DAS may reduce the number of health plans offered upon the JHCC recommendation that a sufficient choice of plans or plan options exist.~~ In addition, a statewide plan PPO will be available in every county. Upon recommendation of the JHCC the Director of DAS may offer alternative health plans including but not limited to multiple plan designs and networks and delivery models for medical and drug benefits. If the administrator of the plan PPO is unable to provide a ~~PPO~~ network outside of Ohio, it shall also make available an self-insured indemnity plan to State employees assigned to work outside of Ohio.

Explanation: *Allows the JHCC to recommend the number of health plans offered.*

- B. During the evaluation and selection process, cost will be weighted at no more than 50 percent (50%) of the total. The financial part of the evaluation tool can be increased beyond 50% by the Director of DAS after consultation with the JHCC to evaluate if quality is not compromised.
- C. At any time during this Agreement, the Employer may also conduct rate negotiations with health plans. Negotiations shall only be concerning rates, and once begun, the Employer shall not accept new health plan proposals to amend their schedule of benefits, co-payments, deductibles, or out-of-pocket maximum. The Employer shall consult with the JHCC about the rate negotiations and inform the JHCC on the progress and results of said rate negotiations. If negotiations with a particular health plan do not result in rates which are satisfactory to the Employer, the Employer may, after providing notice to the JHCC refuse to permit any new enrollment in said health plan or cancel the health plan contract.
- D. A consultant with expertise in large group purchasing strategies and quality measurement will be retained to assist in the development and implementation of the health plan selection process, and may be retained to assist with rate negotiations. Experience in the public sector and with employee unions will be a factor in the consultant selection process.
- E. Where it is advantageous to the Employer and its employees, DAS may execute multi-year contracts or contract extensions with health plans.
- F. If other political subdivisions or Employers are permitted to enroll in the State employee health plans the State will take measures as are necessary to protect such health plans from adverse experience of such admitted subdivisions or Employers.

20.05 - Employee Costs

- A. ~~Regardless of the plan, e~~ Employees will pay fifteen percent (15%) of the **health care** premium and the Employer will pay eighty-five percent (85%) of the **health care** premium; however, for any alternative plans offered pursuant to Section 20.04 (A), 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. **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.**

~~In the fall of 2006 and 2007 employees enrolled in a self-funded health plan (Ohio Med and any other self-funded plans) will receive a one (1) month rate holiday and will make no premium payment in each of those months.~~

The State will deduct the employee's monthly share of the health care premium twice a month or bi-weekly as determined by the Employer.

Explanation: *Adds a surcharge of \$12.50 to family premium if spouse is covered.*

- B. The Employer's premium share of eighty-five (85%) shall be paid only on behalf of the following employees:
- (1) Full-time employees.
 - (2) For part-time employees (including established-term appointments (ETA's) employees (unless modified by agency-specific agreement) according to the schedule in 20.05(C), provided that all part-time employees who were grand-parented under the provisions of the previous Agreements shall continue to have premiums paid pursuant to those provisions.
- C. The Employer's premium share for all part-time employees shall be paid as follows:
- (1) The Employer shall pay no share of the premium for part-time employees who are in active pay status an average of less than forty (40) hours in a bi-weekly pay period. However, such employees shall have the option of self-paying the entire health plan premium.
 - (2) The Employer shall pay fifty percent (50%) of the premium for part-time employees who are in active pay status an average of forty (40) hours or more but less than sixty (60) hours in a biweekly pay period.
 - (3) The Employer shall pay seventy-five percent (75%) of the premium for part-time employees who are in active pay status an average of sixty (60) hours or more but less than eighty (80) hours in a biweekly pay period.
 - (4) The Employer shall pay eighty-five (85%) of the premium for part-time employees who are in active pay status an average of eighty (80) hours or more in a bi-weekly pay period. Average hours in active pay status beginning with the pay period shall be calculated semi-annually on the basis of the thirteen (13) pay periods, which start with the pay period that includes January 1 or July 1, respectively.
- For newly hired part-time employees, estimated scheduled hours shall determine the Employer contribution toward the premium cost for the first six (6) months of employment. However, if an employee has been in active pay status during at least six bi-weekly pay periods at the time that a pay period including January 1 or July 1, commences, calculations for the Employer contribution toward the premium cost shall be based upon the employee's average hours in active pay status for the number of weeks the employee worked.
- Employees subject to the pro-rated Employer health plan premium share under this subsection shall be advised in writing regarding the amount of the Employer's share which applies to them. Such information shall be provided to said employees as soon as practicable after the pay periods including January 1 and July 1 of each year. **Employees moving from a full-time position to a part-time position are immediately subject to the pro-rated premium based on the projected number of hours they are scheduled to work.**

Explanation: *Clarifies that pro-rated premium shares are effective upon movement to part-time status.*

An Employee who declined enrollment in a health plan because he/she was not eligible to receive any Employer contribution pursuant to this Section, and who after a semi-annual calculation of average hours would otherwise become eligible to receive some Employer

contribution, may enroll in a health plan within forty-five (45) days from the annual calculation date.

Employer payments for premium costs under this Article shall continue during unpaid family leaves granted pursuant to Section 31.01, provided the employee continues to contribute his/her share of the premium.

- D. Except as provided for in Section 20.04 (A), employee co-insurance shall not exceed twenty percent (20%) of the paid charges for covered network services. In health plans which offer to employees the option of using a network or a non-network provider or facility, employee coinsurance when using a non-network provider or facility shall not exceed forty percent (40%) of the plan's reimbursement rate for non-network providers. The non-network provider may bill the participant the balance between what is charged and what the plan allows. In health plans which do not have network providers and/or network facilities, employee co- insurance shall not exceed thirty percent (30%) of paid charges when using a service type (i.e., providers or facilities) for which a network option does not exist.
- E. Except as provided for Section 20.04 (A), employee out-of-pocket maximums for a benefit period shall not exceed \$1,500 ~~\$1,000~~ for single coverage and \$3,000 ~~\$2,000~~ for family coverage when using covered network services. In health plans which offer to employees the option of using a network or non-network provider or facility, employee out-of-pocket maximums for a benefit period shall not exceed a combined total of \$2,000 for single coverage and \$4,000 for family coverage for covered services in any instance. In health plans which do not have network providers and/or network facilities, employee out-of-pocket maximums for a benefit period shall not exceed ~~\$1,000~~ \$1,500 for a single coverage and ~~\$2,000~~ \$3,000 for family coverage for covered services for use of a service type (i.e., providers or facilities) for which a network option does not exist.

Explanation: *Increases out-of-pocket maximum payment.*

- F. Health Care Spending Account - The Employer will continue to offer a Health Care Spending Account to employees. Only employees who have completed their new hire probationary period are eligible to enroll in the health care spending account. The purpose of this account is for employees to use pre-tax earnings to pay for eligible health care costs as allowed by IRS Code 125 incurred within a calendar year. Such health care costs may include, but are not limited to, annual deductibles, co-pays, co-insurance and medical procedures not covered by the medical, dental, and vision plans like acupuncture, Lasik eye surgery, etc. The Health Care Spending Account Third Party Administrator's fee will be paid for by the State for those employees who upon enrollment commit to place one thousand (\$1,000) or more in the health care spending account. Employees who commit to place less than one thousand (\$1,000) in the fund will be charged an administration fee. The State will use payroll tax savings derived from the plan to reduce the amount of the administration fee charged to plan participants. The annual cap for the employee contribution to the fund shall be two thousand (\$2,000) for tax year 2007. This amount will be increased to three thousand (\$3000) for tax year 2008. Upon recommendation of the JHCC the Director of DAS may increase these caps, implement the IRS permitted grace period, and/or implement a debit card

to be used by employees to purchase IRS approved medical expenses with their account dollars.

ARTICLE 21 - UNION BENEFITS TRUST

21.05 – Payments

Effective March 1, 2006, through June 30, 2006, the Employer shall continue to transmit to the Trust an amount equal to sixty-five dollars (\$65.00) per eligible employee, per month. On July 1, 2006, the amount transmitted per month per employee shall equal seventy dollars (\$70.00), continuing until further modification. **Employees on leave under Voluntary Cost Savings Program (Appendix R) or as a Cost Savings Day (Article 36.11) shall remain eligible under this Article.** The fund transmissions will include the aggregate amount of the payroll deductions for voluntary programs administered by the Trust.

If financial analysis and projections reveal that the Trust will not be able to fund basic dental, life and vision benefits in effect July 1, 2006, at existing levels of Employer contribution, the parties shall re-open this Section of the Agreement upon thirty (30) days written notice and meet and negotiate the level of Employer contribution to be effective not earlier than July 1, 2007.

Explanation: *New language clarifies that an employees' leave under the Voluntary Cost Savings Program or a Cost Savings Day does not render them ineligible for the purposes of the Employer's contribution to the Union Benefits Trust.*

ARTICLE 24 – DISCIPLINE

24.02 - Progressive Discipline

The Employer will follow the principles of progressive discipline. Disciplinary action shall be commensurate with the offense.

Disciplinary action shall include:

- a. One or more oral reprimand(s) (with appropriate notation in employee's file);
- b. One or more written reprimand(s);
- c. **One or more ~~W~~working suspension(s). A minor working suspension is a one (1) day suspension, a medium working suspension is a two (2) to four (4) day suspension, and a major working suspension is a five (5) day suspension. No working suspension greater than five (5) days shall be issued by the Employer.**

If a working suspension is grieved, and the grievance is denied or partially granted and all appeals are exhausted, whatever portion of the working suspension is upheld will be converted to a fine. The employee may choose a reduction in leave balances in lieu of a fine levied against him/her.

- d. ~~One or more fines in an amount of one (1) to five (5) days, the first fine for an employee shall not exceed three (3) days pay for any form of discipline; to be implemented only after approval from OCB. Agencies shall forward a copy of any fine issued to employees, to OCB. Should a grievance be filed over the issuance of a fine and the grievance is settled prior to Step 4, the Agency shall forward a copy of the settlement to OCB. OCB shall maintain a database involving fines and share this information with the Union no less than quarterly.~~
- e. **One or more day(s) suspension(s). A minor suspension is a one (1) day suspension, a medium suspension is a two (2) to four (4) day suspension, and a major suspension is a five (5) day suspension. No suspension greater than five (5) days shall be issued by the Employer;**
- f. ~~Reduction of one (1) step; This shall not interfere with the employee's normal step anniversary. Solely at the Employer's discretion, this action shall only be used as an alternative to termination.~~
- ~~g.~~ **e.** Termination.

Disciplinary action shall be initiated as soon as reasonably possible, **recognizing that time is of the essence**, consistent with the requirements of the other provisions of this Article. An arbitrator deciding a discipline grievance must consider the timeliness of the Employer's decision to begin the disciplinary process.

The deduction of fines from an employee's wages shall not require the employee's authorization for withholding of fines.

If a bargaining unit employee receives discipline which includes lost wages ~~or fines~~, 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 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.

Explanation: *A working suspension is noted as a suspension on the employee's disciplinary record, but the employee does not miss work and receives pay for the time worked, i.e. a "paper" suspension. For purposes of progressive discipline, a working suspension shall carry the same weight as a suspension. Major, medium, and minor working suspensions and suspensions have been defined as follows: 1 day – minor, 2-4 days – medium, 5 day – major. No working suspensions and suspensions greater than five (5) days will be issued by the Employer. Fines have been eliminated from the table of disciplinary actions, except as a consequence of a failed grievance. Step reductions have also been eliminated from the table of disciplinary actions.*

Instructions: *If a working suspension is grieved and the grievance is denied or partially granted and all appeals are exhausted the remaining time is converted to a fine and deducted from the employee's paycheck. An employee may choose to reduce their leave balance(s) in lieu of the fine. If an employee has vacation, compensatory time, or personal leave, they must reduce those balances. Sick leave balances can only be reduced if the employee has no other leave available.*

24.06 - Imposition of Discipline

The Agency Head or designated Deputy Director or equivalent shall make a final decision on the recommended disciplinary action as soon as reasonably possible ~~but no more than forty five (45) days~~ after the conclusion of the pre-discipline meeting. **The decision on the recommended disciplinary action shall be delivered to the employee, if available, and the Union in writing within sixty (60) days of the date of the pre-discipline meeting, which date shall be mandatory. It is the intent to deliver the decision to both the employee and the Union within the sixty (60) day timeframe; however, the showing of delivery to either the employee or the Union shall satisfy the Employer's procedural obligation.** At the discretion of the Employer, the ~~forty five (45)~~ **sixty (60)** day requirement will not apply in cases where a criminal investigation may occur and the Employer decides not to make a decision on the discipline until after disposition of the criminal charges.

The employee and/or union representative may submit a written presentation to the Agency Head or Acting Agency Head.

If a final decision is made to impose any discipline, **including oral and written reprimands,** the employee, **if available,** and Union shall be notified in writing. The OCSEA Chapter President shall notify the agency head in writing of the name and address of the Union representative to receive such notice. Once the employee has received written notification of the final decision to impose discipline, the disciplinary action shall not be increased.

Disciplinary measures imposed shall be reasonable and commensurate with the offense and shall not be used solely for punishment.

The Employer will not impose discipline in the presence of other employees, clients, residents, inmates or the public except in extraordinary situations which pose a serious, immediate threat to the safety, health or well-being of others.

An employee may be placed on administrative leave or reassigned while an investigation is being conducted except that in cases of alleged abuse of patients or others in the care or custody of the State of Ohio, the employee may be reassigned only if he/she agrees to the reassignment.

Explanation:

Within sixty (60) days of the pre-discipline meeting, the Employer must tell the employee and the Union in writing whether discipline will be imposed and what level of discipline (if any) will be imposed. The Employer intends to deliver to both the employee and the Union; however, proof of written notice to either the employee or the Union fulfills the Employee's contractual delivery obligation. Clarifies that the Employer must give the employee and Union notification of all discipline, including oral and written reprimands.

ARTICLE 26 – HOLIDAYS

26.02 - Holiday Pay

Employees shall receive holiday pay for the number of hours they would normally be scheduled to work the day the holiday is observed. An employee whose scheduled work day off falls on a holiday will receive eight (8) hours holiday pay for that day.

Part-time employees shall receive **four (4) hours of pay for each holiday.** ~~holiday pay on a pro-rated basis, based upon the daily average of actual hours worked, excluding overtime, in the previous quarter. The quarters shall be: January 1, April 1, July 1 and October 1.~~ **However, during the period of July 1, 2009 through June 30, 2011, non-permanent employees (e.g., ETAs, DRGs, etc.) and part time employees in all OCSEA bargaining units shall not receive holiday pay.**

Explanation:

The part time holiday proration has been eliminated and now part time employees will receive four (4) hours of pay for each holiday.

There will be a freeze on holiday pay for non-permanent employees and part time employees from July 1, 2009 through June 30, 2011.

26.04 - Eligibility for Holiday Pay

An employee on vacation or scheduled sick leave during a holiday will not be charged vacation or sick leave 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 forfeit their right to holiday pay for that day, unless there is 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.**

If an employee in bargaining unit 6, 7, 9, 13, or 14 schedules a Cost Savings Day(s) contiguous to a holiday, the employee shall not forfeit their holiday pay.

Explanation:

Cuts the number of holidays for which an employee forfeits holiday pay due to the use of sick leave on the last scheduled day of work before, the day of, or the first scheduled day of work after the holiday.

On the five holidays where forfeiture does apply, it only applies to employees who hold classifications identified by the Employer as normally requiring overtime to cover an absence.

If an employee calls in sick on the last scheduled day of work before the holiday, or first scheduled day of work

after the holiday, but the employee comes in to work an unscheduled shift, then the employee will not be docked overtime. For example, the employee's schedule is Monday through Friday and the holiday is Monday. The employee calls off sick on Friday but works an overtime shift on Saturday. The employee will not forfeit their holiday pay.

Instructions:

The Employer should continue to request physician's verification for scheduled sick leave.

Continue to follow for Arb Award #1917 issued by Nels Nelson for what constitutes a documented, extenuating circumstance.

ARTICLE 27 - PERSONAL LEAVE

27.02 - Personal Leave Accrual

There shall be a freeze on personal leave accrual beginning with the credit the employee should have received in the first earnings statement after July 1, 2009 through June 30, 2011. During the freeze, employees may designate up to eight (8) hours of vacation or compensatory time per quarter beginning July 1, 2009 and continuing through June 30, 2011 to use in lieu of personal leave which shall be granted pursuant to the rules of Section 27.04. Current personal leave accruals available as of June 30, 2009 must be used prior to utilizing other leave in lieu of personal leave.

Personal leave accrual shall resume in the first earnings statement the employee receives after July 1, 2011. Upon the resumption of personal leave accrual, there shall be no retroactive personal leave accrual for the period the freeze was in effect. Thereafter, Employees shall be entitled to four (4) personal leave days each year. Eight (8) 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. Full-time employees who are hired after the start of a calendar quarter shall be credited with personal leave on a prorated basis. Part-time employees shall accrue personal leave on a prorated basis. Proration shall be based upon a formula of .015 hours per hour of non-overtime work.

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

Explanation:

Freezes personal leave accrual from July 1, 2009 through June 30, 2011.

Instructions:

The vacation/compensatory time in lieu of personal leave does not accrue. Employees may only use eight (8) hours per quarter of other leave in lieu of personal leave even if they did not use any the previous quarter.

Employees must exhaust their existing personal leave accruals prior to using other leave in lieu of personal leave.

27.06 - 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 to be made in the first pay received in December. There shall be a freeze on annual conversion until December 2011. Maximum accrual of personal leave shall be forty (40) hours. Payment for maximum personal leave accrual shall be frozen until the pay period that includes July 1, 2011.

Explanation:

The personal leave freeze also affects December conversions and any payment for personal leave that exceeds the forty (40) hour accrual maximum.

27.10 - Restoration

In the pay period that begins on July 1, 2011, employees who are covered by this collective bargaining agreement and are in active payroll status on June 18, 2011, shall receive a one-time credit of additional sick leave.

Full-time employees shall receive a credit equivalent to thirty-two (32) hours of sick leave or one-half of the personal leave hours lost during the freeze, whichever is less, as set forth in Section 27.02 of this collective bargaining agreement. Part-time employees shall receive a credit of sixteen (16) hours of sick leave.

For purposes of the one-time credit of sick leave only, "active payroll status" means conditions under which an employee is actually working if scheduled to work on June 18, 2011; is off duty on June 18, 2011 because the employee is not scheduled to work that day; or is eligible to receive pay for any approved leave of absence including but not limited to occupational injury leave, disability leave, workers' compensation, or salary continuation.

Employees not receiving pay due to military leave, FMLA, union leave, pregnancy leave, and extended illness leave shall also be eligible to receive the one-time credit of sick leave.

In the earnings statement that the employee receives on August 26, 2011, employees who are covered by this collective bargaining agreement and are in active payroll status on July 30, 2011, shall receive a one-time lump sum payment.

Full-time employees shall receive a payment equivalent to thirty-two (32) hours of personal leave days or one-half of the personal leave hours lost during the freeze, whichever is less, as set forth in Section 27.02 of this collective bargaining agreement. Part-time employees shall receive a payment equivalent to sixteen (16) hours of personal leave lost during the freeze.

For purposes of the lump sum payment only, "active payroll status" means conditions under which an employee is actually working if scheduled to work on July 30, 2011; is off duty on July 30, 2011 because the employee is not scheduled to work that day; or is eligible to receive pay for any approved leave of absence including but not limited to occupational injury leave, disability leave, workers' compensation, or salary continuation.

Employees not receiving pay due to military leave, FMLA, union leave, pregnancy leave, and extended illness shall also be eligible to receive the payment.

This payment shall not be subject to PERS withholding.

Explanation:

The Employer is restoring the sixty-four (64) hours of personal leave lost during the freeze by paying the employee a lump sum payment equivalent to thirty-two (32) hours of personal leave and crediting the employee's sick leave balance thirty-two (32) hours.

Instructions:

If the employee has been employed by the State for the entire duration of the freeze, they will receive all thirty-two (32) hours of sick and a lump sum payment of thirty-two (32) personal leave hours.

If the employee was hired after July 1, 2009, their sick leave credit will be one-half the personal leave hours lost and their lump sum payment will be one-half the personal leave hours lost. For example, if the employee is hired in December 2009, they will have lost a total of forty-eight (48) hours of personal leave. Thus, the employee will be credited with twenty-four (24) hours of sick leave and will receive a lump sum payment equivalent to twenty-four (24) hours of personal leave.

All part time employees will receive a sixteen (16) hour credit of sick leave and a sixteen (16) hour lump sum payment – there is no proration for part time employees.

Effective Date:

The sick leave credit will take place in the pay period that begins on July 1, 2011.

The lump sum payment will occur in the earnings statement the employee receives on August 26, 2011.

ARTICLE 28 - VACATIONS

28.01 - Rate of Accrual

Permanent employees shall be granted vacation leave with pay at regular rate as follows, except that those employees who have less than eighty (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	Annual Amount Per 2080 Hours in Active Pay Status
Less than 1 year	3.1 hours	80 hours (<i>upon completion one year of service</i>)
1 year or more	3.1 hours	80 hours
5 years or more	4.6 hours	120 hours
10 years or more	6.2 hours	160 hours
15 years or more	6.9 hours	180 hours
20 years or more	7.7 hours	200 hours
25 years or more	9.2 hours	240 hours

Effective with the pay period that begins August 30, 2009, the above chart shall be changed as follows. Any employee who is in their 4th, 9th, 14th, 19th or 24th year of service on August 30, 2009 shall receive an additional pro-rated amount.

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

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

Effective July 1, ~~1986~~ **2010**, 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 ~~only service with state agencies, i.e. agencies whose employees are paid by the Auditor of State, will be computed for the purposes of~~ computing vacation leave in accordance with ORC 9.44. ~~determining the rate of accrual for new employees. Service time for vacation accrual for employees employed on that date will not be modified by the preceding sentence.~~ 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 or any political

subdivision of the State on or after June 24, 1987, 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. 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.

Explanation: *Eliminates the vacation dump by increasing the accrual rate in year 4, year 9, year 14, year 19, and year 24. For those employees who are in one of these key years on August 30, 2009, their accrual rate will be adjusted to reflect an additional prorated amount.*

Instructions: *Employees may now use accrued vacation leave at the completion of their probationary period. Prior service credit validation must go through the Department of Administrative Services.*

Effective Date: *The increased accrual rates go into effect with the pay period that includes August 30, 2009. Effective July 1, 2010, employees may submit valid documentation to receive credit for prior service for the purposes of computing vacation accrual rates.*

ARTICLE 29 - SICK LEAVE

29.02 - Sick Leave Accrual

All employees shall accrue sick leave at the rate of 3.1 hours for each eighty (80) hours in active pay status, excluding overtime hours, not to exceed eighty (80) hours in one year.

Less than full-time employees shall receive 3.1 hours of sick leave for each eighty (80) hours of completed service, not to exceed eighty (80) hours in one year.

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.

Sick leave shall be granted to employees who are unable to work because of illness or injury of the employee or a member of his/her immediate family living in the employee's household or because of medical appointments or other ongoing treatment. The definition of "immediate family" for purposes of this Article shall be: spouse, significant other ("significant other" as used in this Agreement, is defined to mean one who stands in place of a spouse, and who resides with the employee), 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. Sick leave may be granted to care for an employee's child/parent(s) regardless of whether or not the child/parent(s) is currently living in the same household, but in cases in which both parents are employed by the State, only one parent may be granted sick leave to care for a child at home on the same day.

A period of up to ten (10) working days of sick leave will be allowed for parenting during the postnatal period or following an adoption.

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

Hours Used	Percent of Regular Rate
1-40 sick leave	100%
40.1 plus sick leave*	70%

* Any sick leave utilized in excess of eighty (80) hours in any usage period shall be paid at one hundred percent (100%).

Any sick leave used during the 40.1 to 80 hours **will be paid at 100% when the sick leave usage is for the employee, employee's spouse or child residing with the employee for:** **1) time spent hospitalized overnight by the employee, employee's spouse or child residing with the employee or for those hours of sick leave used before or after the hospital stay that are contiguous to the hospital stay, will be paid at 100%; or 2) time spent in outpatient surgery or for those hours of sick leave used before or after the outpatient surgery that are contiguous to outpatient surgery. Sick leave requested at least thirty (30) calendar days in advance for prescheduled medical appointments for the employee, employee's spouse or child residing with the employee 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.

Employees may elect to utilize sick leave to supplement an approved Disability Leave, Workers' Compensation Claim or Childbirth Adoption Leave pursuant to Articles 35, 34.03 and 30.08 (C). Sick leave used for these supplements shall be paid at a rate of one hundred percent (100%) notwithstanding the schedule previously specified. After employees have used all of their accrued sick leave, they may, at the Employer's discretion, use accrued vacation, compensatory time or personal days or may be granted leave without pay.

Explanation: *Sick leave will be paid at 100% regardless of whether the usage occurs after the first forty (40) hours if it is used for time off: (1) immediately before, during, or after hospitalization or; (2) immediately before, during, or after outpatient surgery when the individual with the illness is the employee, employee's spouse, or a child residing with the employee.*

Sick leave requested at least thirty (30) calendar days in advance for pre-scheduled medical appointments for an employee, employee's spouse, or child residing with the employee, which would normally be paid at 70% may be supplemented with additional sick leave, at the employee's request, if a physician's statement is submitted on the first day of return to work.

Instructions: *Employees requesting sick leave to be paid at 100% for time spent in conjunction with a hospital stay or outpatient surgery shall provide documentation to the personnel and/or payroll officer.*

For pre-scheduled medical appointments where the employee supplements their sick leave paid at 70% with other sick leave, the request must be on the employee's RFL form. In operation, an employee who requests eight (8) hours of sick leave and requests to supplement will be charged a total of 10.4 hours of sick leave for that request.

ARTICLE 32 – TRAVEL

32.02 - Personal Vehicle

Effective October 1, 2009, if the Agency requires an 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 ~~of~~ not less than forty-five (\$450) cents 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 (\$450) cents, the rate will be set at the Internal Revenue Service's rate. If an employee uses a motorcycle, he/she will be reimbursed no less than thirteen (\$.13) cents per mile. OBM will examine the mileage allowance quarterly. When the mileage allowance is changed, the Director of OBM shall provide OCSEA 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.

***Explanation:** The rate for mileage reimbursement will be set by the Director of OBM but will not be less than \$.45 per mile unless the IRS rate goes below \$.45 per mile. If the IRS rate dips below \$.45 per mile, than the reimbursement rate will be the IRS rate.*

***Effective Date** October 1, 2009*

32.03 - Travel Reimbursement

If an employee is required to travel in state over forty-five (45) miles from both his/her headquarters and residence or travel out of state, he/she shall receive the appropriate in-state or appropriate out-of-state reimbursement ~~for actual expenses incurred. The Agency may require receipts or other proof of expenditures before providing reimbursement.~~

~~32.04 - In-State Travel~~

If the Agency Head or designee requires an employee to stay overnight ~~in the state,~~ the employee shall be reimbursed up to ~~eighty (\$80.00) dollars~~ the rate set by the U.S. General Services Administration effective ~~July~~ October 1, 2009, plus tax per day for actual lodging expenses incurred, ~~and for actual~~ The employee shall receive a per diem rate for meal expenses and other incidentals incurred up to ~~forty (\$40.00) dollars, per day~~ 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). ~~These rates shall be adjusted upward in accordance with OBM's regulations should the reimbursement rates increase.~~ The Agency may require receipts or other proof of expenditures before providing reimbursement, except for meals and incidentals.

~~32.05 - Out of State Travel within the United States~~

~~If the Agency requires an employee to stay overnight out of the state, the employee shall be reimbursed the actual lodging cost incurred within reason, and the employee may choose to receive either actual cost up to a maximum rate of thirty (\$30.00) dollars per day without providing receipts to OBM, or sixty (\$60.00) dollars per day with receipts provided to OBM for meal expenses. However, the Agency may require receipts or other proof of expenditures before providing reimbursement. These rates are subject to proration and upward adjustment in accordance with OBM's regulations.~~

Explanation: *If an employee is required to stay overnight either in-state or out-of-state, the rate for hotel expenses and meal reimbursements will be set at the U.S. General Services Administration rates. Those rates can be found at www.gsa.gov.*

Instructions: *Receipts are not required for meal expenses or incidentals as the GSA rates are per diem.*

For lodging, receipts are still necessary as the GSA rates provide a maximum rate for which an employee can be reimbursed. In sum, employees will be reimbursed for actual lodging expenses not to exceed the posted GSA rate. For example, the GSA rate for lodging in Columbus is a maximum of \$105. An employee who stayed in Columbus would need to provide a receipt for the agency to pay them out actual lodging expenses not to exceed \$105.

Effective Date: *October 1, 2009*

32.046 - Travel Outside the United States

If the agency requires an employee to stay overnight outside the United States, the employee shall be reimbursed the actual lodging cost **and actual meal expenses** incurred within reason, ~~and actual meal expenses up to a maximum rate of seventy-five (\$75.00) dollars per day~~ with receipts provided to OBM. The maximum meal rate is authorized only during the portion of the trip that is outside the United States.

Explanation: *This Section provides that an employee shall be reimbursed for the actual lodging cost and actual meal expenses incurred within reason.*

Effective Date: *October 1, 2009*

~~32.07 - Meal Gratuities~~

~~Reimbursement of meal gratuities is authorized at actual expense, but not to exceed fifteen percent (15%) of the actual meal expense. The amount of the gratuity shall count against the applicable maximum meal rate for in-state travel, out-of-state travel, and travel outside the United States.~~

~~32.08 - Other Travel Related Gratuities~~

~~Reimbursement of other travel related gratuities, including, but not limited to, porter, housekeeping, and taxi is authorized subject to the following limitations:~~

- ~~A. Actual cost up to a maximum rate of ten (\$10.00) dollars per day for an overnight traveler on the day of travel departure and on the day of return from travel.~~
- ~~B. Actual cost up to a maximum rate of five (\$5.00) dollars per day for an overnight traveler on any day of travel other than the day of departure or day of return, or for a traveler who is not traveling overnight.~~

32.059 - Payment

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

The State shall be committed to making reimbursement to employees within thirty (30) days of submission of completed and proper expense reports. The thirty (30) days shall begin when a proper expense report is presented to the employee's supervisor for approval.

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 OBM guidelines on prompt payment, or one (\$1.00) dollar, whichever is greater.

Effective October 1, 2009, 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.

The State is ~~committed to the continuance of~~ **discontinuing** the State credit card program. ~~The State shall make credit cards available to all employees who regularly travel.~~ **No new State credit cards will be issued. Employees currently holding State credit cards are permitted to maintain them.**

Explanation: *This language implements a timeframe to submit travel reimbursement requests in order to be reimbursed. All travel reimbursements will be received via direct deposit.*
No new State credit cards will be issued; however, those who currently have them will be permitted to maintain them.

Effective Date: *October 1, 2009*

32.106 - Duty to Report

It is the employee's responsibility to report to his/her immediate supervisor any accident or traffic violation/citation which he/she may have been involved with or received while on state business. Employees shall obey all applicable state laws and rules. Failure to do so may result in disciplinary action.

32.0711 - Miscellaneous

In all other travel matters not addressed by the agreement, the provisions of OBM's travel regulations or administrative rules will apply.

ARTICLE 34 - SERVICE-CONNECTED INJURY AND ILLNESS

34.01 - Health Insurance

Employees receiving ~~lost time Workers' Compensation~~, Occupational Injury Leave (OIL), Salary Continuation, or Hostage Leave benefits 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.

Employees receiving lost time Workers' Compensation benefits or awaiting the approval of a Workers' Compensation claim and not receiving any of the above benefits, for a claim arising from employment with the State of Ohio who have health insurance shall continue to be eligible for health insurance at no cost to the employee for a period not to exceed twenty-four (24) months. ~~Further, pending the approval of a Workers' Compensation claim, the Employer shall continue coverage at no cost to the employee, including the employee's share of such costs, for a period not to exceed twenty-four (24) months.~~ The Employer has the right to recover such payments if the Workers' Compensation claim is determined to be non-compensable.

Explanation: *While an employee is receiving OIL, Salary Continuation or Hostage Leave benefits, the employee's share of the health insurance premium will continue to be deducted from the benefit payment. If an employee is receiving or awaiting approval of a Workers' Compensation claim, the State will pay the employee's share of the health insurance premium for a period of up to two years.*

34.02 - ~~Coverage for Workers' Compensation Waiting Period~~ 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 K, 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 July 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 30 or 35, 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 shall be allowed full pay at regular rate during the first seven (7) consecutive calendar days of absence when he/she suffers a compensable work-related injury, arising from employment with the State of Ohio, or contracts a service-related illness with a duration of more than seven (7) consecutive days. If the injury/illness has a duration of more than fourteen (14) consecutive days and the employee receives Workers' Compensation benefits for the first seven (7) consecutive days, the employee will reimburse the Employer for the payment received under this Article.~~

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, upon execution of a Wage Agreement, to buy back those leave balances within two pay periods after lost time Workers' Compensation benefits are received by the employee, or shall allow the employee to choose an automatic restoration of those leave balances upon execution of a Wage Agreement.

Explanation: *Beginning July 1, 2009, when a permanent employee is injured at work and is not eligible for OIL, Salary Continuation will provide uninterrupted payment of the total rate of pay up to 480 hours per Workers' Compensation claim.*

Instructions: *To be eligible for Salary Continuation, an employee must: 1) follow reporting guidelines; 2) be evaluated by an approved physician; 3) not be provided a Transitional Work Program; and 4) apply for Workers' Compensation within 20 days of the incident.*

An employee will be eligible for Salary Continuation until one or more of the

following occur: 1) 480 hours is exhausted; 2) treating physician states the employee can return to work; 3) the Workers' Compensation claim is denied by BWC; 4) the Industrial Commission rules that the employee has reached maximum medical improvement; 5) the employee is disqualified from Workers' Compensation benefits; 6) the employee is no longer in state service; 7) the employee accepts temporary total compensation benefits for the same time period; 8) the employee is granted OIL benefits for the incident in question.

Sick leave will not be used in lieu of Salary Continuation. Employees will accrue sick leave and personal leave but not vacation leave upon their return to work. An employee on Salary Continuation is not eligible for any other paid leave while receiving Salary Continuation.

If the employee is disqualified from Workers' Compensation, they will be required to repay any Salary Continuation benefits.

34.04 - Occupational Injury Leave

Permanent Employees of the Department of Mental Health, the Department of Mental Retardation and Developmental Disabilities, the **Department of Veterans Services Ohio Veteran's Home**, the Schools for the Deaf and Blind, the Department of Rehabilitation and Correction, and the Department of Youth Services shall be ~~entitled~~ **eligible up to a maximum of** total of nine hundred sixty (960) hours of occupational injury leave ~~a year~~ **per claim** with pay at ~~total regular~~ rate. (See Appendix K). **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.**

Explanation: OIL benefits shall be paid up to 960 hours per claim at an employee's total rate. Whether an employee has suffered an aggravation of a pre-existing condition or a new injury will be decided by BWC or Industrial Commission.

34.05 - 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. **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.

Instructions:

Where an employee participates in a light duty/TWP program for less than full time, any OIL or Salary Continuation hours remaining may be used to supplement the hours up to his/her regularly scheduled hours.

Remaining OIL hours may be used in place of sick leave for continuing treatment where 1) the appointment cannot be scheduled during non-work hours and 2) the employee's schedule cannot be flexed. A maximum of one hour per appointment with a maximum of three appointments per week are allowable.

Refusal to participate in a light duty/TWP when eligible will result in termination of OIL or Salary Continuation benefits.

34.08 - Implementation

A committee of three (3) Employer representatives and three (3) Union representatives will be formed for the purpose of formulating and maintaining the approved physician list pursuant to Appendix K(I)(c). Committee members who are State employees will receive time off with pay at total rate for committee business.

The approved physician list will be effective July 1, 2009, unless mutually agreed otherwise. 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.

Explanation:

Establishes a labor/management committee to create the approved physician list. The list will be effective July 1, 2009, unless mutually agreed otherwise.

Instructions:

The committee will be responsible for resolving any issues related to the approved physician list.

34.09 - Joint Training

By July 1, 2009, the parties shall jointly develop training focusing on the changes to the Workers' Compensation and OIL processes. The parties shall offer joint training sessions.

ARTICLE 35 - DISABILITY BENEFITS

35.01 - 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 on 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 123:1-33-14 are not eligible for disability benefits, unless the exceptions of the section are met. An application for disability benefits based on a diagnosis of a mental disorder, including but not limited to, psychosis, mood disorders, and anxiety, must be confirmed by a licensed mental health provider authorized by the Employer's Mental Health Administrator. Where the initial application is accompanied by the opinion of such provider, it shall be processed accordingly. However, where the diagnosis is submitted by any other medical professional, the Employer shall make expeditious arrangements for the required examination by the licensed mental health provider. Approval of the application will be contingent upon receipt of substantiation from such provider. In the event the examination is outside the parameters of the employee's mental healthcare plan, the cost of the examination shall be borne by the Employer.
- C. Part-time or established term regular and established term irregular employees who have worked fifteen hundred (1500) or more hours within the twelve (12) calendar months preceding disability shall be entitled to disability benefits based upon the average regular weekly earnings for weeks worked over that twelve (12) month period.
- D. ~~Effective for all claims filed on or after March 1, 2006, d~~Disability benefits will be paid at seventy percent (70%) of the employees base rate of pay for the first three (3) months, and fifty percent (50%) for the next nine (9) months, and shall be entitled to receive disability leave benefits up to a lifetime maximum of twelve (12) months. **Effective for all new claims filed on or after July 1, 2009, 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.** All employees receiving payments under Article 35 prior to ~~March~~ **July 1, 2009** shall be paid according to the terms of Article 35 contained in the Collective Bargaining Agreement which expired on February 28, 2009~~6~~. ~~The utilization of disability leave prior to March 1, 2006 and the continuation of any disability leave past March 1, 2006 shall not be counted against the above one (1) year maximum. Employees who are grandfathered under the previous provisions of Article 35 shall continue to only receive benefits under such provisions until their instant disability leave is terminated, either by recovery and ability to return to work, expiration of the time period allocated to that disability claim, the lifetime maximum limits or termination of employment. Thereafter any claim filed shall be administered in accordance with the new provisions of this Article, effective March 1, 2006.~~

Explanation:

Disability claims filed on or after July 1, 2009, will be paid at 67% of the base rate for a lifetime maximum of twelve (12) months.

Instructions:

Lifetime maximum does not begin anew but continues as of March 1, 2006, as previously negotiated.

Employees who are receiving disability benefits prior to July 1, 2009, shall continue to receive benefits pursuant to the 2006-2009 contract, i.e., 70% of the base rate of pay for the first three (3) months and 50% of pay for the remaining nine (9) months.

- E. The Employer agrees that transitional work programs will not violate the provisions of the Family and Medical Leave Act.
- F. Pursuant to OAC 123:1-33-14, employees who have been denied Workers' Compensation lost time benefits for an initial claim, may file an application for disability leave benefits twenty (20) days from the notification by the Bureau of Workers' Compensation of the denial of an initial claim.
- G. Disability separations shall be made pursuant to OAC 123:1-33. The Employer's decision to disability separate an employee or to deny reinstatement from an involuntary disability separation shall not be grievable but shall be exclusively subject to appeal through the State Personnel Board of Review (SPBR).
- H. In the event an employee submits an application for disability leave after either (1) the employee has received notice that he/she is under investigation for possible disciplinary action or (2) where an investigation regarding the employee is actively underway, disability payments may be held in abeyance subject to the following procedure: The Agency shall promptly notify DAS that (1) an investigation is underway, (2) the date that the investigation was initiated, (3) the basis of the investigation and (4) why access to the employee is necessary for completion of the investigation. A copy of the disability leave application and all accompanying documentation shall be forwarded with the notification. In the event that DAS concurs that the disability payments should be held in abeyance, DAS shall notify the employee, by regular and certified mail, that the disability payments shall not be processed until the completion of the investigation. An investigatory interview pursuant to Article 24, Section 24.04 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 24 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.

ARTICLE 36 – WAGES

36.02 - General Wage Increase

~~Effective with the beginning of the pay period which includes July 1, 2006, the pay schedules shall be increased by three percent (3%).~~

~~Effective with the beginning of the pay period which includes July 1, 2007, the pay schedules shall be increased by three and a half percent (3.5%).~~

~~Effective with the beginning of the pay period which includes July 1, 2008, the pay schedules shall be increased by three and a half percent (3.5%).~~

There shall be no general wage increase for the duration of this Agreement.

Explanation: Factfinder Dr. David Pincus recommended no general wage increases for the duration of this Agreement.

36.03 - Step Movement

~~Effective the pay period including July 1, 2003 there shall be no non-probationary step movements,~~ **There shall be a freeze on step movement beginning with employees whose step date is June 21, 2009 or thereafter. Thereafter, there shall be no step movements,** including any step movement provided for in agency specific agreements. Step movement shall resume ~~on~~ **beginning with the employees whose step date is June 21, 2011.** No retroactive movement shall occur for the two (2) years that have been skipped. Freezing of step movements shall not affect the performance evaluation schedule.

Employees hired or promoted between June 21, 2009 and June 20, 2011 shall not receive a probationary step increase. Upon resumption of step movement, the employee's step date shall be the employee's date of hire.

Upon resumption of step movement, Newly hired employees will move to the next step in their pay range after completion of probation. In periods other than ~~July 1, 2003~~ **June 21, 2009** through ~~June 30, 2005~~ **June 20, 2011**, subsequent step movement shall occur after one (1) year ~~of~~ **and** successful completion of probation provided the employee receives an overall rating of "satisfactory".

Correction Officers and Juvenile Correctional Officers shall receive their initial step increase upon the completion of their probationary period or six (6) months of service as a Correction Officer or Juvenile Correctional Officer which ever comes first. All employees of the Department of Youth Services and the Department of Rehabilitation and Correction assigned to classifications which required a one hundred twenty (120) day probationary period pursuant to the previous Agreement, which expired on February 28, 1997, which require a one hundred eighty (180) day probationary period, as set forth in Article 6 shall be eligible for a step increase in the pay period following the successful completion of one hundred twenty (120) days of the probationary period. **The freeze on step movements described above is also applicable to the positions and agencies discussed in this paragraph.**

If the employee's performance evaluation is not completed on time, the employee shall not be denied a step increase.

Explanation: *Factfinder Pincus recommended that there be no step movement from June 21, 2009 through June 20, 2011.*

The freezing of step movement impacts probationary step movement for those employees hired during the freeze. Employees who are hired during the freeze will not receive a probationary step increase. Upon resumption of step movement, the employee's step date shall be the employee's date of hire.

Instructions: *Wage increases where an individual receives an automatic progression from one classification to another classification, within the same series, shall continue while the freeze is in effect. Employees who were hired or promoted prior to the implementation of the step movement freeze shall receive a probationary step increase. Please reference the clarification letter signed by OCSEA Executive Director Andy Douglas and OCB Deputy Director Mike Duco dated March 11, 2009.*

Effective Date: *Step movement shall be frozen from June 21, 2009 through June 20, 2011.*

36.05 - Classifications and Pay Range Assignments

A. Classifications and Pay Range Changes

1. Employer Changes

The Employer, through the Office of Collective Bargaining, may create classifications, change the pay range of classifications, authorize advance step hiring if needed for recruitment or other legitimate reasons, and issue or modify specifications for each classification as needed. Before proposing changes to the Department of Administrative Services, an agency must discuss them with the Union pursuant to Section 8.02. Additionally, the Office of Collective Bargaining shall notify the Union forty-five (45) days in advance of any change of pay range or specifications. **The Union may place classification issues on the Labor/Management agenda for discussion and possible resolution of outstanding issues.** Should the Union dispute the proposed action of the Employer and the parties are unable to resolve their differences, they shall resolve the issue through arbitration pursuant to Section 25.03 of this Agreement. The Union shall appeal the matter to arbitration by providing written notice to the Employer. The matter shall be submitted to a mutually agreed upon arbitrator knowledgeable in classification and compensation matters.

Explanation: *Clarifies that the Union may place classification issues on agency labor/management committee agendas.*

2. ~~Union~~ Joint Review

a. Joint Committee

There shall be a joint committee established for classification reviews. Standing members of this committee include a designee from OCB, a designee from DAS - Compensation and Recruitment, and two designees from OCSEA Central Office. The standing members, in consultation with their respective constituencies, shall determine the scope of review. This may include defining a segment, a series,

or portions of the class plan and/or classifications to be studied. If the standing members cannot mutually agree the Union shall choose a segment, a series, or portions of the class plan and/or classifications to be jointly reviewed in good faith.

After the scope of review is determined, the standing members shall choose the other members of the joint committee based on the class segment under consideration. The parties will be limited to five (5) members each in addition to the standing members. The committee shall also appoint subject matter expert groups of those who have experience in the classification(s) being reviewed.

The purpose of such reviews is to meet State needs, to have employees placed in the proper classification in accordance with their assigned duties, and to have the proper compensation assigned to duties being required to be performed, and evaluate to ensure that bargaining unit duties remain within the bargaining unit. If specialized training is required that is directly related to the positions being reviewed, the joint committee will work with the agencies to determine such training needs. Any training determined to be needed will be offered to those employees whose position is directly impacted in order of seniority.

The joint committee shall develop a comprehensive proposal that includes, but is not limited to: a rationale for change, creation, modification, deletion, and/or replacement of the existing classification specifications, an allocation plan, a transition plan, a statement of cost, and a process to handle transition issues.

Upon developing a proposal, the joint committee shall consider the following factors as appropriate: career paths, the State's operational need, cost, the possible reduction of contracting out, training needs, the delineation between exempt and bargaining unit work, and other factors deemed appropriate by the joint committee.

The standard process of allocation will be as follows unless the joint committee otherwise mutually agrees upon a different process: 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 new 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. If the employee is determined to be performing duties of a classification with a lower pay range, the Employer will make a reasonable effort to assign duties within the original classification. 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. When an employee is being assigned to a classification or new pay range as a result of a class plan change, if the employee has completed a probationary period, the employee shall be placed in a step no lower than step two (2) of the new pay range.

Pay adjustments, if any, pursuant to the classification joint review shall not be made effective before the beginning of the next fiscal year unless mutually agreed otherwise. If the parties cannot mutually agree to the implemented pay range assignments or compensation method, the Union shall have the right to appeal the pay range determination directly to Step Five (5) of Article 25 within 30 days. 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.

If the joint committee cannot mutually agree to the employee's proposed classification assignment, the employee, through the Union, has 60 days from the date of the transition notice to appeal the classification assignment. The chapter must appeal using the Working Out of Class form to OCSEA and OCB, stating which classification assignment is appropriate. The same forum as a Working Out of Classification hearing shall be utilized. The proposed classification assignment shall be conducted by a mutually agreed arbitrator. The arbitrator shall determine whether the proposed assignment is appropriate. The employee shall receive any pay adjustment effective the date the study was implemented. The decision of the arbitrator is final and binding.

Discontinuation of the Joint Committee

In cases where the committee decides to discontinue its work and no other joint OCSEA reviews are in progress, the Union may revert to the traditional 36.05 Union Review procedure outlined below.

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 eight (8) designated classifications per year for duties, responsibilities, education and/or experience, certification and/or licensure, and working condition factors. 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 PDQ's the Union and State shall conduct a joint training on how to complete PDQ's. 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 new 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 the arbitrator selected for the Article 19 grievance reviews. 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 Five (5) of Article 25 within 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.

When a classification is reallocated to a higher pay range, employees in the affected class shall be assigned to the step in the new pay range which provides for a wage increase of approximately four percent (4%), except that no employee who has completed probation in that classification will be assigned to step one (1).

Explanation: *Establishes a labor/management committee to discuss classification changes and allows for additional bargaining unit members and managers to serve on the committee as subject matter experts.*

This process allows the State of Ohio to update and maintain the class plan in an efficient, collaborative environment.

If the Union and the Employer cannot mutually agree to a classification to be reviewed, the Union will select the classification to be reviewed.

If the joint committee decides to discontinue its work, the Union may revert to the traditional 36.05 Union Review procedure.

Instruction: *Longevity will not change due to the fact an employee is placed in Step X.*

No employee will be placed in Step 1 of the new pay range if they have completed probation.

Wage rate changes that occur as a result of classification reviews will not go into effect until the start of the next fiscal year.

~~B. Holding Classes~~

~~The parties agree to meet and discuss the review of Holding Classifications with the exception of the Project Inspector Series, the Workers' Compensation Claims Representative~~

~~Series, Employer Services Analyst and BWC Customer Service Representative in order to minimize or eliminate the number of holding classifications. The parties agree to meet on this issue within one hundred twenty (120) days of the signed Agreement.~~

B. IT Transition Process

1. Joint State-OCSEA Transition Committee

A joint IT Transition subcommittee, formed by the Article 8.05 Joint Statewide IT Committee, will provide oversight and monitor the allocation and transition of employees from existing classifications created prior to 2009 to new IT classifications that will be effective beginning 2009. This subcommittee will consist of a designee from OCB, a designee from DAS - Compensation and Recruitment, a designee from OIT, and OCSEA will appoint an equal number of representatives. This team will be involved to advise and guide the transition process in each agency.

The joint IT Transition subcommittee will develop a toolkit for transition and will facilitate the individual allocation plans of each state agency. The joint IT Transition subcommittee will have the responsibility to set guidelines relating to the approach for transition and allocation, the standardized use of the new classifications, communication, as well as notice and facilitation of any other transition related matters that impact employees involved in the IT classification transition process.

2. Agency Transition Committees

A joint agency transition committee will be formed at each agency as transition from old to new classification begins. Transition will be phased in by agency. The joint agency committee will be composed of an equal number of management and labor appointees, not to exceed eight (8) total members. A management appointee must include the agency CIO or designee and OCSEA will appoint members that will include representatives from the transition agency. Under the direction of the Joint IT Transition subcommittee, by mutual agreement, a jointly appointed small agency transition committee may be formed to address transition issues in multiple small agencies where it is deemed useful.

3. The Joint IT Transition Toolkit

The Joint IT Transition subcommittee will develop a toolkit to facilitate the individual allocation plans of each state agency including:

a. A communication plan to address the rationale that supports the need for change and explains the process for transition.

b. A duty identification tool (DIT) that asks the employee to complete a questionnaire that helps identify their current duties and responsibilities.

Upon request, members of the subcommittee can receive copies of the DITs for employees represented by OCSEA.

c. A letter template that describes the transition process and notifies employees of their expected classification.

d. Matrix to direct questions or concerns.

e. Basic outline of classifications that may be affected.

f. Standards/guidelines and/or examples of allocation options for transition.

g. The toolkit will include other templates and documents as needed.

4. Allocation and Pay Range Transition Procedure

The new classification plan will be implemented by assigning employees to the new classification that best represents the duties and responsibilities they currently perform. With respect to the transition from the old classification to the new classification assignment and pay range the following practices will be followed:

a. Employees assigned a classification in the same pay range as the old classification will receive the same compensation and anniversary date for subsequent step increases.

b. Employees assigned a higher pay range classification than the old classification they previously held will move to the pay range of the higher classification at the step that is closest to their current step. If the step provides an increase of more than 3.5%, the employee's step date shall be reset.

c. Employees assigned a lower classification pay range than their old classification will be placed in the lower pay range in the step 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. For a period of two years from the date they are assigned to the lower classification, those employees who have been placed in a lower pay range will be given preference, by seniority, for the following:

1. Any training offered in order to obtain the skills required to do the work in their old, or in some circumstances higher, pay range; and
2. Any promotional opportunities available in their old, or in some circumstances higher, pay range.

With regard to those employees who have been placed in a lower pay range, another available option the Employer may explore at the time of transition is to place them in a transition class and develop a transition plan as outlined in the paragraphs below.

d. If an employee is assigned to a lower pay range and the employee's base rate of pay exceeds the maximum rate of pay in the new pay range, the employee shall be placed in a transition class that will allow them to maintain their pay range and any available step increases for a period of up to two years from the date of the new classification assignment. The step increase will occur pursuant to Article 22.03. The agency and employee placed in a transition class will develop a transition plan that outlines the responsibilities of each party to obtain required skill levels, assigned work and/or experience that will transition them to a classification in an equal or higher pay range as their old classification. In instances where circumstances exist that preclude the employee from gaining the required skill or experience, the transition classification period can be extended up to one year.

Employees who are unable to move to an equal or higher pay range before the end of the transition plan will be placed in the lower pay range of the original assignment to the new classification. The employee will be placed in the step within the new pay range that provides the employee with compensation that is equal to his/her current rate that provides the least amount of increase but no decrease in pay as followed in Section 36.05. If 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. Longevity supplements shall not decrease as a result of being placed in step X.

If an employee is not assigned an equal pay range classification and they wish to dispute moving to a lower pay range classification at the end of their transition class period they can appeal by filing a grievance within 30 days of the assignment pursuant to Section E (ADR process).

e. Notwithstanding the provisions of this section, the Union and the agency or agencies may agree, in writing, to place an employee who is assigned a lower classification to a different classification. Such agreements shall not be construed as filling a vacancy that is available for promotion. Such agreements will be made within two years of the agency transition.

Explanation: *Employees will be assigned a new IT classification based on their current duties and assignments. This section outlines the process that will be used regarding compensation when employees are assigned their new IT classification. Both the Union and the Employer agree that transition should be cost-neutral.*

Instruction: *If the pay range is the same in both the old and the assigned new classification, the employee will stay where they are in the current step, maintaining their anniversary date.*

If the pay range is higher in the new classification, the employee will move to the step that matches or is closest to their current step maintaining their current anniversary date. If an increase is more than 3.5%, the anniversary date will be reset.

If the pay range in the assigned new classification is lower than the employee's current pay range, the employee will be moved to the lower pay range in the step that is equal or provides the least amount of increase but no decrease. The employee will then have a two year opportunity to promote into their old or higher pay range by being given preference, in order of seniority, 1) any training to improve their skills to be able to do the work of their old or higher pay range and 2) any promotional opportunities where the employee meets minimum qualifications.

For those employees who are assigned a lower pay range classification but the employee's current rate of pay exceeds the lower pay range, they will be placed into a transition classification. The agency and the employee must develop a transition plan outlining the responsibilities of each party that helps the employee obtain the skills for a classification in their old or higher pay range. The employee retains their wage rate and any eligible step increases for the duration of the transition plan. The transition plan duration is two years, but can be extended mutually to three years. If at the end of the transition plan, the employee is still unable to move to their old or higher pay range classification, the employee will be placed in the lower pay range that was assigned and placed in Step X. Longevity will not be affected.

5. Dispute Resolution Procedures

A statewide IT Alternative Dispute Resolution (ADR) committee will be established to address grievances filed during the IT transition period. The committee will be made up of an equal number of participants from management and the union as directed by the Article 8.05 Joint Statewide IT Committee. The ADR committee is limited to addressing issues arising from the IT transition only. Grievances will be filed in accordance with Article 25.

If the issue is not resolved by step 3 of the grievance process, the issue will be forwarded to the statewide IT ADR committee. If the issue is not resolved by the statewide IT ADR committee, the timeline for appealing the grievance to Step Four (4) of the grievance process will begin at that time. If an allocation issue cannot be resolved by the IT ADR committee, the working out of classification arbitrator will be utilized to resolve the dispute. Other issues not resolved regarding the IT transition by the IT ADR committee will be referred to Step Four (4) mediation. The parties will then settle the issue based upon the mediator's recommendation. Following the IT transition, the Article 8.05 Joint Information Technology committee will then evaluate the necessity for continued existence of the ADR committee.

Explanation: *Due to the number of issues that may arise during and as a result of transition and allocation, a statewide labor/management alternative dispute resolution (ADR) committee will be established.*

Instruction: *All grievances related to the IT transition and allocation will be filed in accordance with Article 25 but after Step Three (3) they shall be forwarded to the statewide IT ADR committee. If allocation issues cannot be resolved by the ADR committee, they will be forwarded to the working out of classification arbitrator to resolve the dispute. All other transition issues will go forward to Step Four (4) of the grievance procedure to be settled based upon the mediator's recommendation.*

6. Working Out of Classification Grievances

Current Article 19 language will be utilized to resolve working out of classification issues. If issues arise between the parties and/or the arbitrator regarding the intent of the classification specifications and/or class concepts of the IT classification specifications, these issues will be referred to and addressed by the Article 8.05 committee.

Working out of classification grievances may not be filed once the agency begins the IT transition. Transition is complete for the purposes of working out of classification grievances when all IT employees have been reclassified to the new classifications. For the purposes of working out of classification grievances, employees may not file grievances under the previous IT classification specifications once the agency completes the IT transition.

Explanation: Working out of class grievances will follow the current WOC procedure.
Instruction: WOCs cannot be filed during the transition period. Transition will be considered complete for the purposes of filing WOCs once all IT employees in the agency have been transitioned.

7. Contract Rights During Transition

The parties have agreed that the IT classification transition will be implemented by individual agencies and that different contract terms pertaining to Article 17 Promotions, Transfers, Demotions, and Relocations, Article 18 Layoffs, and other rights that are negotiated by the Joint Information Technology Committee pursuant to Article 43 will apply only to those agencies that have transitioned to the new classifications.

Agencies that have not transitioned to the new classifications will follow the general contract rights under the current collective bargaining agreement and not the IT specific provisions negotiated by the Joint Information Technology Committee.

Explanation: The IT specific provisions negotiated will only apply to agencies that have begun transition to the new IT classifications. Those agencies that have not transitioned to the new IT classifications will follow the general contract rights under the current collective bargaining agreement.

C. High Performance Work Systems

The Employer and the Union agree to **explore the development of** ~~maintain a joint committee to continue to examine issues raised in the joint report on high performance work systems and alternative compensation systems issued 3/13/98. The committee shall consist of up to five (5) representatives designated by the Union and the Office of Collective Bargaining. The state employee members will serve without loss of pay or travel expenses, exclusive of overtime.~~ **The Employer and the Union may mutually agree to jointly develop or revise work processes, establish measured alternative compensation systems, implement flatter organizational structures, implement flexible scheduling methods and/or consider other initiatives that may contribute to more efficient and effective delivery of state government services. Such agreements must be executed by the Director of the Office of Collective Bargaining, and the President and Executive Director of OCSEA. The Employer and the Union may mutually agree to develop local agency joint training initiatives such as work redesign and compensation methods in order to provide committee members with the knowledge and skills necessary to achieve committee goals and objectives.**

~~The committee will include in its work consideration of ways that the recommendations contained in the report can be implemented as set out in pages 6-11. The parties agree that, except as may be mutually agreed otherwise, no pilot or project initiated as a result of this effort will conflict with, amend or abridge any provision of this Agreement. **In the event that the redesign of services results in an overall reduction in employees, the Employer shall make a good faith effort to reduce the impact to employees through attrition, alternative work and placement into vacant positions in order to prevent layoff.** It is further agreed that no pilot or project initiated as a result of this effort will result in loss of pay or benefits, nor shall it result in the layoff of any employee.~~

The parties agree that, except as may be mutually agreed otherwise, no pilot or project initiated as a result of this effort will conflict with, amend or abridge any provision of this Agreement.

Explanation:

Outlines mutual commitment to high performance work systems. Allows for mutual agreement to make changes to compensation and work systems. Provides layoff prevention effort when joint revisions to work processes take place.

36.07 - Longevity Pay

Beginning on the first day of the pay period within which an employee completes five (5) years of total state service, each employee will receive an automatic salary adjustment equivalent to one-half percent (1/2%) times the number of years of service times the first step of the pay rate of the employee's classification up to a total of twenty (20) years. This amount will be added to the step rate of pay.

Longevity adjustments are based solely on length of service excluding any service time earned between July 1, 2003 and June 30, 2005, inclusive. They shall not be affected by promotion, demotion or other changes in classification.

Effective July 1, 1986, only service with state agencies, i.e. agencies whose employees are paid by the Auditor of State, will be computed for the purpose of determining the rate of accrual for new employees. Service time for longevity accrual for employees will not be modified by the preceding sentence.

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 or any political subdivision of the State on or after June 24, 1987, shall not have his/her prior service with the State or any political subdivision of the State counted for the purpose of computing longevity.

Explanation:

Employees who retire from state service and who have been reemployed by the State shall not have any prior service time counted toward longevity accrual.

36.08 - Shift Differential

Bargaining unit members who ~~are regularly assigned to work shifts shall receive a shift differential of \$.35 per hour for each hour worked in each shift beginning between the hours of 2:00 p.m. and 3:00 a.m.~~ **shall receive \$.35 per hour in shift differential, under the following circumstances:**

- 1. No bargaining unit member who regularly works first shift will receive shift differential pay, even if they work overtime on a different shift which begins between 2:00 p.m. and 3:00 a.m.**
- 2. Bargaining unit members who regularly work shifts beginning between 2:00 p.m. and 3:00 a.m. will receive shift differential pay for each shift worked which begins between 2:00 p.m. and 3:00 a.m.**
- 3. No bargaining unit member will receive shift differential for shifts which do not begin between 2:00 p.m. and 3:00 a.m.**

The shift differential shall be added to the employee's regular rate of pay.

Explanation:

Clarifies eligible hours for shift differential.

Instructions:

1) Members regularly assigned to first shift do not receive shift differential; 2) Overtime hours for a person who regularly works first shift will not include shift differential regardless of which shift they work overtime; 3) to be eligible the shift must begin between 2:00 p.m. and 3:00 a.m. inclusive; 4) Shift differential for overtime on second or third shifts will only be available for those who regularly work second or third shifts.

36.11 - Cost Savings Days (CSD)

Full time permanent employees in bargaining units 6, 7, 9, 13, and 14 shall take ten (10) days off without pay, for a total of eighty (80) hours, in each fiscal year beginning on July 1, 2009 and ending on June 30, 2011. The hours of a cost savings day may not be less than the employee's regularly scheduled work day as defined in Article 13.02 or any hours remaining in the eight hour total. Cost savings days for bargaining units 3, 4, and 5, any non-permanent employees (e.g., ETAs, seasonal, DRGs, etc.) and part time employees in any bargaining unit will be assessed on the holidays listed under Article 26.01. This assessment will not affect compensation due separately pursuant to Article 26.03 or 26.04 for hours worked on a holiday.

The loss of pay shall be equal to 3.076 hours each pay period throughout the year. Employees on OIL, salary continuation, disability, or hostage leave shall also have a deduction of 3.076 hours each pay period throughout the year. Deductions made pursuant to this Article shall be made pre-tax.

The Employer shall conduct a canvass once in each fiscal year in each work unit for full time permanent employees in bargaining units 6, 7, 9, 13, and 14. The canvass results must be in place by July 1 of each year. The Employer shall indicate days which are not available and are identified as "black out" days based on operational need. "Black out" days may be work unit specific. Employees, in order of seniority, shall select days off. Subject to operational need, CSDs may include more than one day up to the total of eighty hours. The Employer retains the right to reject the selection based upon operational need.

Employees who are unavailable during the canvass period (e.g., disability, workers' compensation, leave of absence, etc.) shall be permitted to schedule the appropriate number of CSDs upon their return, subject to the foregoing. Employees who decline to schedule part or all of the CSDs shall be scheduled by the Employer. Employees on alternative schedules must take off the number of days that are the equivalent of a total of eighty (80) hours.

In the event a cost savings day is revoked by the Employer after institution of a canvass, the employee shall be permitted to substitute any other day at his/her discretion. Revocation shall not be arbitrary or capricious. Such a rescheduling may not be revoked. The employee shall also be reimbursed for any costs incurred as a result of canceling or returning early from the CSD upon submission of appropriate evidence. The Employer and employee may mutually agree to change a CSD. In the event the Employer prevents an employee from taking cost savings days, appropriate corrections shall be made to his/her paycheck at the end of each fiscal year.

Employees' leave accruals and health insurance shall not be affected by cost savings days. Cost savings days/hours shall not be considered as active pay status for purposes of Article 13.10. In the event an employee leaves state service prior to the equalization of cost savings days used and deductions made, appropriate corrections shall be made to his/her final paycheck or deducted from the employee's leave balances.

Explanation:

Factfinder Pincus recommended all employees take 80 hours of unpaid leave each fiscal year beginning July 1, 2009 through June 30, 2011.

Bargaining units 6, 7, 9, 13, and 14 take ten (10) unpaid days off (to equal 80 hours) that will be implemented through a canvass by seniority. Bargaining units 3, 4, and 5 and non-permanent employees assess their CSDs on the holidays listed in Article 26.01. This assessment does not affect any compensation due for holidays worked pursuant to Article 26.03 or 26.04.

Instructions:

Every pay period throughout the year will have a 3.076 hour deduction that will be made pretax. Thus, employees will still receive pay even though they are taking a CSD. For example, even though bargaining units 3, 4, and 5 assess their CSDs on the holidays, they will still receive holiday pay because of the 3.076 deduction every pay. Employees out on approved leaves of absence will also have a deduction of 3.076 hours each pay period throughout the year.

The Agency needs to have a canvass in place by July 1, 2009 for the CSDs. The Agency may designate "black out" days based on operational need. The Agency can reject a CSD selection based upon operational need. All employees must have 10 CSDs (or a total of 80 hours) selected by July 1, 2009. If an employee does not select all 10 CSDs, the Agency shall select the remainder for the employee.

Revocation of a CSD is permitted but shall not be arbitrary and the employee will be reimbursed for any costs incurred as a result of the revocation upon submission of appropriate evidence.

CSDs are considered active pay status for the purposes of leave accruals and health insurance but are not considered active pay status for the purposes of Article 13.10.

In the event an employee leave state service prior to the equalization of cost savings day used and deductions made, appropriate corrections shall be made to the final paycheck or deducted from the employee's leave balances. For example, an employee takes all 80 hours of CSDs in the first pay period after July 1, 2009. The employee then leaves state service at the end of the month. Assuming there had been two pay periods in the month of July, the employee would have had only 6.152 hours deducted from their pay. Since they used 80 hours of unpaid time, a total of approximately 74 hours of pay will be deducted from the final paycheck or the employee's leave balances. Same goes for if the employee takes zero CSDs in July and then leaves state service at the end of the month. Assuming there were two pay periods in July and 6.152 hours were deducted from the employee's pay, the State now owes the employee 6.152 hours of pay which will show up on the employee's final paycheck.

36.12 - Payroll Errors

Where a system wide error has been made on employee payroll, all affected employees shall be notified forthwith of the error, its ramifications, corrective actions, and timelines for said actions.

Where more than \$50.00 in excess wages have been paid to an employee as the result of an error by the employer, no more than \$50.00 per pay period shall be deducted from an employee's paycheck, unless the error was readily identifiable by the employee. In that instance, a schedule for repayment shall be established with the employee, the payroll officer and the appropriate agency employee. The payment schedule shall be reduced to writing and a copy provided to the employee.

Explanation: *Complies with current law and current practice.*

36.13 - Parity/Me Too

Upon conclusion of the negotiation process with all other bargaining units set forth below, if the Employer does not freeze steps or merit increases comparable to Article 36.03 or provides any wage increase, excluding pay supplements, settlements, or awards from an administrative body or court, for state bargaining units represented by other organizations (Units 1, 2, 10, 11, 12 and 15) or exempt employees (schedule E1, E2, and E3), that same adjustment will be implemented for the bargaining units represented in this Agreement. Wage increases provided in accordance with promotions, individual reassignments based upon a change in duties, job audit changes, and classification revision changes are exempt from this section.

If the Employer fails to obtain concessions which are comparable to the ten (10) unpaid days or unpaid holidays (i.e., eighty hours) from the other employee groups referenced above, then OCSEA will be given the more generous package.

Explanation:

Factfinder Pincus recommended that the Employer seek comparable concessions from bargaining units and exempt employees in agencies under the jurisdiction of the Governor's office. If the Employer fails to secure comparable concessions from those employee groups, OCSEA will be given the more generous package.

ARTICLE 37 - EMPLOYEE TRAINING AND DEVELOPMENT

37.10 - Computer Purchase Program

Previously the state offered a computer purchase program for all employees. It is agreed that if any state sponsored computer program is offered by DAS to any other state employees at any future time by the state, bargaining unit employees will be afforded the same and equal program benefit. Further, the parties agree to form, within sixty (60) days of the effective date of the collective bargaining agreement, a labor/management committee consisting of no more than four (4) members on each side, which shall meet at least quarterly to explore the institution of a computer purchase program for all bargaining unit employees.

Explanation:

Requires the Employer to allow bargaining unit employees to participate in any computer purchase program offered by the State. A joint labor/management committee will meet quarterly to explore ways to establish a computer purchase loan program.

ARTICLE 43 – DURATION

43.01 - Duration of Agreement

This Agreement shall continue in full force and effect for the period ~~March 1, 2006 through February 28, 2009~~ **April 16, 2009 through February 29, 2012**, and shall constitute the entire Agreement between the parties. All rights and duties of both parties are specifically expressed in this Agreement. This Agreement concludes the collective bargaining for its term, subject only to a desire by both parties to agree mutually to amend or supplement it at any time. No verbal statements shall supersede any provisions of this Agreement.

Instructions: *The effective date of the agreement is April 16, 2009, and the expiration date is February 29, 2012.*

43.04 - Mid Term Changes Pertaining to IT Reclassification Implementation

The Joint Information Technology (IT) Committee is charged with making recommendations to address contract rights and related transition matters that need to be addressed because of the introduction of new IT classifications in state agencies. The Committee will submit recommendations in writing for contract changes by April 30, 2009. Such agreement must be executed by the Director of the Department of Administrative Services and the Office of Collective Bargaining and the President and Executive Director of OCSEA. If no agreement is reached by April 30, 2009, the parties can mutually extend the deadline or unresolved issues in dispute will be advanced to step 5 of Article 25 for resolution. An executed agreement by the parties or the binding decision of the arbitrator supersedes existing provisions of this Agreement and will not require ratification.

Explanation:

Provides time for the Statewide IT Joint Committee to finish its work on the IT classification project, including modification of Article 17 and 18 as they will apply to the new IT classifications.

43.045 - Memorandum of Understanding Duration

All Memoranda of Understanding, amendments, Letters of Intent, or any other mutually agreed to provisions, shall be reviewed by OCSEA's Office of General Counsel (OGC), the Office of Collective Bargaining (OCB), and Agency representatives for determination of their force and effect. ~~Unless otherwise mutually agreed by the parties, those Memoranda of Understanding, amendments, Letters of Intent, or any other mutually agreed to provisions entered into prior to March 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.~~ **Those documents which have been mutually agreed to have any continuing effect shall be posted on the appropriate agency website and reference to the document title listed herein. All**

other documents, except those which have or do confer an economic benefit, shall expire on the effective starting date of this Agreement and have no further force and effect.

Explanation: *All MOUs listed in the contract will be available on the agency's respective websites. If not referenced in this Agreement, with the exception of economic benefit MOUs, these MOUs will expire with the commencement of this contract.*

ARTICLE 44 – MISCELLANEOUS

44.08 - OAKS Issues

Representatives from OCB and OCSEA will meet on an as needed basis to identify and address OAKS related issues and to plan and implement remedies, which may include training, regarding said issues.

Explanation: The Union and the Employer will continue to meet as necessary to develop and implement solutions to problems which arise from the OAKS transition.

APPENDIX K - GUIDELINES FOR OCCUPATIONAL INJURY LEAVE

I. Definitions

Explanation:

A list of definitions has been developed for use in Appendix K. Noteworthy:

Approved Physician – the Employer and the Union will develop a list from the roster of approved physicians used by the Bureau of Workers' Compensation. Employer representatives are obligated to help employees get an appointment with these doctors.

Inflicted by – the new definition rectifies past situations where: 1) the employee was indirectly injured while trying to control a situation; 2) where there was no actual contact with a ward of the state; or 3) where the employee was injured while in pursuit of a ward.

- 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 or student.

II. Eligibility for Occupational Injury Leave (OIL)

Explanation:

Temporary employees are not eligible for OIL.

Instructions:

Eligibility criteria is the same as that used in Workers' Compensation claims: "in the course of, and arising out of, the injured employee's employment."

A ~~permanent~~ employee of the Ohio Department of Mental Health, the Department of Mental Retardation and Developmental Disabilities, the ~~Department of Veterans Services Ohio Veterans Homes~~, and Schools for the Deaf and Blind, Department of Rehabilitation and Correction, and the Department of Youth Services ~~who suffers bodily injury~~ **who sustains an allowed physical condition injury** inflicted by an ~~inmate, patient, resident, client, youth or student ward~~ **ward** in the above agencies, **in the course of, and arising out of, the injured employee's employment** shall be eligible **to 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.**

~~for his/her total rate of pay during the period he/she is disabled as a result of such injury but in no case to exceed 960 hours. Occupational injury leave shall be in lieu of Workers' Compensation. The employee shall apply for Workers' Compensation lost time benefits while he/she is receiving occupational injury leave. Workers' Compensation lost time benefits may be received, if awarded, by the employee after the occupational leave is exhausted. Employees who have been approved for OIL and are then approved for Workers' Compensation lost time benefits for a psychological illness as a continuation of the same claim for bodily injury, and who have not been paid 960 hours of OIL, shall be permitted to supplement the Workers' Compensation Benefits with OIL up to 100% of the employee's regular rate of pay, not to exceed 60 hours of OIL and with the total limit of 960 hours of OIL.~~

Instructions:

The injured employee must: 1) report properly; 2) complete the employee section of the OIL application within 20 calendar days from the date of injury; 3) get a DAS physician's statement form completed and submitted by an Approved Physician; 4) file a Workers' Compensation claim.

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 K, 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.

Instructions:

The burden is on the employee to prove the claim. If the claim is disqualified, repayment will be demanded.

The agency must notify DAS within five days after receipt of the OIL application of their position on the claim. DAS will then review the application.

Any investigation of the incident should be completed within 20 calendar days.

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 30 or 35, 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.

Instructions:

*OIL will be paid when the initial determination is made.
Any additional allowance request shall be determined by BWC/Industrial Commission before OIL benefits will be extended.
Clarification of the diagnosis is not a request for an additional allowance.
If an OIL claim is denied while the Workers' Compensation claim is pending, the employee may be eligible to receive Salary Continuation benefits.
An employee on approved OIL does not have to call in daily.*

V. Appeal of the Denial of an OIL Claim

Explanation:

An appeal process for OIL claims has been negotiated between the Union and the Employer.

Instructions:

The grievance process can no longer be used to appeal an OIL

claim.

Where benefits were being paid and stopped, filing an appeal will not restart the OIL benefits; however, Salary Continuation may be available instead.

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 25 grievance procedure. In the event an Article 25 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 25.

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 denying the appeal and send a copy of the letter, the employee's OIL application, and any other documents submitted to OCSEA Central Office.

Explanation:

Employees have 20 calendar days from the postmark date to appeal a denial.

A letter with any additional information must be sent to DAS Benefits. DAS must grant or deny the appeal within ten days of the receipt of the letter and notify both the employee and OCSEA Central Office. Within ten days of the receipt of the letter, the Union may request that a panel be convened to review the claim.

If OCSEA 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 OCSEA 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.

Explanation:

The OIL appeal panel will consist of three people: an agency

representative, a Union representative, and a designee from SERB. The panel will convene within 14 days of the request. They will issue a written decision within three days of meeting. The panel's decision is 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.

- ~~2. Pay made regarding this leave shall not be charged to the employee's accumulation of sick leave credit.~~
- ~~3. Employees who think they are eligible for this type of leave may apply to their Agency Designee within twenty (20) days of the incident giving rise to the injury unless physically unable to do so.~~
- ~~4. A statement of circumstances of the injury shall be filed with the Director of Administrative Services by the employee's Appointing Authority. This statement shall show conclusively that the injury was sustained in the line of duty and was inflicted by an inmate, patient, resident, client, youth or student and did not result from accident or from misbehavior or negligence on the part of the employee. A statement by the injured employee recounting the circumstances of the injury shall accompany the Appointing Authority's statement.~~
- ~~5. The Appointing Authority may also obtain and file with the Director of Administrative Services the report of a physician designated by the Director of Administrative Services as to the nature and extent of the employee's injury.~~
- ~~6. The employee shall be obligated to submit documentation from the attending physician indicating extent of the disability to receive necessary medical treatment and to return to active work status at the earliest time permitted by his/her attending physician. Where a medical question is at issue, the Employer shall obtain a medical opinion conducted by a physician of the specialty for which the employee is receiving treatment (if any), mutually agreed to by the State and the employee's attending physician. The independent physician~~

~~shall render a medical opinion within thirty days of the selection and the decision of the independent physician shall be binding.~~

- ~~7. An employee on Occupation Injury Leave shall accrue sick leave and personal leave but shall not accrue vacation leave.~~
- ~~8. If an employee's injury or disability as covered by the above guidelines extends beyond 960 hours, he/she shall immediately become subject to Article 29, "Sick Leave," of this contract.~~
- ~~9. An employee is disqualified from receipt of benefits if the employee engages in any occupation for wages or profit as defined in the appropriate Workers' Compensation statute. If such an employee has already received the benefits, then he/she must reimburse the State in the amount of the benefits received. The employee may be subject to disciplinary action for violation of this Article.~~

Instructions:

An employee will be disqualified from receiving OIL if: 1) they knowingly make a false statement or conceal, destroy documents regarding the claim; 2) the employee performs other work for pay while under restrictions; 3) the employee is no longer a State employee; 4) the employee is incarcerated.

If an employee is disqualified, OIL benefits will cease and discipline may result.

APPENDIX R - VOLUNTARY COST SAVINGS PROGRAM

Voluntary Cost Savings Program Plans shall offer employees ~~two (2)~~ **three (3)** options.

- A. Option #1 shall allow full-time employees the opportunity to reduce their bi-weekly schedule by no less than eight (8) hours and no more than forty (40) hours. Leave used under this plan will be considered leave without pay and as inactive pay status. ~~Leave accruals will be adjusted accordingly.~~ Employees participating in this plan shall maintain their full-time status for the purposes of **leave accruals and** health care premiums in accordance with Article 20.05. Further, employees shall not incur a break in State service and seniority. Seniority and State service credit will be based on eighty (80) hours per pay period. The maximum number of hours available to be reduced by any employee is five hundred twenty (520) in a fiscal year or a total of six (6) months, whichever comes first.
- B. Option #2 shall allow full-time, part-time and established term employees the opportunity to take unpaid leaves of absence in blocks of time no less than two (2) weeks and up to a maximum of thirteen (13) weeks within a fiscal year. The Employer will continue to pay its share of health insurance premiums during utilization of this plan. Employees participating in this plan are responsible for their share of health insurance premiums for all insurance programs in which they are enrolled at the time of the leave. Leave used under this plan will be considered leave without pay and as inactive pay status. Employees will not incur a break in State service or seniority as long as the employee returns to employment on or before the indicated date.

C. Option #3 - Other cost saving measures may be explored by agency Labor Management Committees.

- ~~D.~~ All employees (except project employees) who have completed their initial probationary period shall be eligible to participate in this program.
- ~~E.~~ Participation in this program is strictly voluntary.
- ~~F.~~ Employees participating in this program shall not be eligible for unemployment benefits.
- ~~G.~~ 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.
- ~~H.~~ 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.
- ~~I.~~ Before the implementation of the Voluntary Cost Savings Program the agency Labor/Management Committee shall meet to discuss questions and issues relating to the program. After implementation of the Agreement, the parties through a Labor/Management Committee will continue to monitor its application including disputes and/or related problems on an ongoing basis. The Employer may discontinue this program upon providing the Union with thirty (30) days' notice.
- ~~J.~~ The Voluntary Cost Savings Program shall be considered a pilot program and will expire on the same date as this collective bargaining agreement.

K. If an employee utilizes the Voluntary Cost Savings Program contiguous to a holiday, the employee shall not forfeit their holiday pay.

Explanation: *Adds a third option to VCS whereby labor management committees may explore other cost savings measures.*

Instructions: *If an employee utilizes the VCS program contiguous to a holiday, the employee does not forfeit their holiday pay.*



OHIO CIVIL SERVICE
EMPLOYEES
ASSOCIATION

AFSCME
LOCAL 11
AFL-CIO

EDDIE L. PARKS
PRESIDENT
CHRISTOPHER MABE
VICE PRESIDENT
KATHLEEN M. STEWART
SECRETARY-TREASURER
ANDY DOUGLAS
EXECUTIVE DIRECTOR

March 11, 2009

Mr. Michael Duco, Deputy Director
Office of Collective Bargaining
100 E. Broad Street, 14th Floor
Columbus, Ohio 43215

Dear Mr. Duco:

It is the parties' understanding, per our discussion, that Section 36.03 of the contract shall be applied as follows:

36.03-Step Movement

Wage increases provided where an individual receives an automatic progression from one classification to another classification, within the same series, shall continue while the freeze is in effect.

Any employee hired prior to June 21, 2009 will receive a probationary step increase. Only those employees hired between June 21, 2009 through June 20, 2011 shall not receive a probationary step increase while the freeze is in effect. Upon resumption of step movement, the employee's step date shall be the employee's date of hire. Any employee hired after June 20, 2011 will receive a probationary step increase.

Please indicate your agreement to this interpretation by signing below and returning the letter to me.

Respectfully,

Andy Douglas,
Executive Director

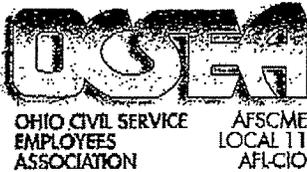
By signing below, I indicate OCB's agreement with the above interpretation of Article 36.03 of the Collective Bargaining Agreement.

3/11/09

Michael Duco, Director
Office of Collective Bargaining

Date





EDDIE L. PARKS
PRESIDENT
CHRISTOPHER MABE
VICE PRESIDENT
KATHLEEN M. STEWART
SECRETARY-TREASURER
ANDY DOUGLAS
EXECUTIVE DIRECTOR

March 4, 2009

Mr. Michael Duco
Office of Collective Bargaining
100 East Broad Street 14th Floor
Columbus, OH 43215

Dear Mr. Duco:

It has come to my attention that some of the language for the new proposed contract between the State of Ohio and OCSEA, and now appearing in the Tentative Agreements we reached and which were confirmed by the Fact-Finder, needs further explanation and interpretation. This letter will set forth what I believe our understandings to be and, if you agree, please sign with your approval in the place provided and have the same returned to me.

The language being clarified is found in Article 36.11 and involves how the cost savings days will be computed and administered. In addition the "Parity" language in Article 36.13 is clarified. The language follows.

"The intent of the cost savings days is to deduct a total of 80 hours from each full-time employee's total rate of pay on an annual basis. For full-time employees in all bargaining units, the assessment of cost savings days shall be calculated by deducting 3.076 hours at total rate from the gross earnings for 26 pay periods per fiscal year.

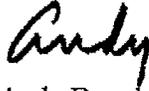
The current practices involving overtime on holiday weeks for bargaining units 3, 4 and 5 will not be affected. There is no change in the other rights and obligations. For full-time employees in bargaining units, 6, 7, 9, 13 and 14; cost savings days will not be considered as time spent in active pay status for purposes of Article 13.10. Non-permanent and part-time employees are not eligible for holiday pay.

Further, the parties acknowledge that the application of the clause on Parity is applicable only to bargaining units and exempt employees in agencies under the jurisdiction of the Governor's office.

This understanding remains in effect from July 1, 2009 through June 30 2011."

Thank you very much for your help and cooperation. Please accept my best regards.

Respectfully,



Andy Douglas
Executive Director

The foregoing language clarification is understood and agreed to this 6th day of March, 2009.



Michael Duco
Chief Negotiator
State of Ohio