## PREAMBLE

This Agreement, is hereby entered into by and between the State of Ohio, hereinafter referred to as the Employer, and the Ohio Civil Service Employees Association, AFSCME, Local 11, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of wages, hours, and other terms and conditions of employment.

## 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, 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).

These classifications include those listed in Appendices A-H (bargaining units 3, 4, 5, 6, 7, 9, 13 and 14). Any classifications added to the units shall be added to the appendices as though originally included.

The Employer will not negotiate with any other Union or employee organization on matters pertaining to wages, hours and other terms or conditions of employment. Nor shall the Employer permit dues deduction for another organization purporting to represent employees on

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these matters or negotiate with employees over wages, hours and other terms and conditions of employment.

**1.02 - Inclusion/Exclusion of Existing Classifications**

If it is believed that the bargaining unit status of a position has changed for a reason other than fiduciary relation, the Office of Collective Bargaining or the Union, whichever is proposing the change, shall notify the other. Following such notice, a joint or single party petition may be filed with the State Employment Relations Board (SERB). No change in bargaining unit status shall be effective prior to a final determination by SERB.

**1.03 - Fiduciary Positions**

The Employer will notify the Union when it plans to declare a bargaining unit position as fiduciary. The Union shall inform the Employer of its position in writing within forty-five (45) days of receipt of such notification. In the event the Union fails to respond within forty-five (45) days, the Employer's proposal will be deemed rejected and the matter will be scheduled for arbitration. When a dispute occurs over the designation of a position as fiduciary under the provisions of Section 124.11 of the Ohio Revised Code, the matter shall be resolved through discussion between the Deputy Director of the Office of Collective Bargaining and the ~~Executive Director~~ **President** of the Union **or designee**. If such discussion does not resolve the matter, either party may submit the issue to a mutually agreed upon arbitrator. No change in bargaining unit status shall be effective until formal written agreement is executed between OCB and the Union or a final determination is issued by the arbitrator. Once the matter has been resolved through this Section, a joint Petition for Amendment of Certification shall be filed before SERB within thirty (30) days.

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**1.04 - Inclusion/Exclusion of New Classifications**

The Employer will promptly notify the Union of its decision to establish all new classifications. If a new classification is a successor title to a classification covered by this Agreement with no substantial change in duties, the new classification shall automatically become a part of this Agreement.

If a new classification contains a significant part of the work now done by any classifications in these bargaining units or shares a community of interest with classifications in one of the bargaining units, the Union may notify the Employer that it believes the classification should be in the bargaining unit within thirty (30) days of its receipt of the Employer's notice. The parties will then meet within twenty-one (21) days of such notice to review the classification specifications. Where agreement is reached, the parties will file a joint Petition for Amendment of Certification before SERB to include the new classification. If unable to agree as to its inclusion or exclusion, the parties shall submit the question to SERB for resolution.

**1.05 - Bargaining Unit Work**

Supervisors shall not increase, and the Employer shall make every reasonable effort to decrease the amount of bargaining unit work done by supervisors.

Supervisors shall only perform bargaining unit work to the extent that they have previously performed such work. During the life of this Agreement, the amount of bargaining unit work done by supervisors shall not increase, and the Employer shall make every reasonable effort to decrease the amount of bargaining unit work done by supervisors.

In addition, supervisory employees shall only do bargaining unit work under the following circumstances: in cases of emergency; when necessary to provide break and/or lunch

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relief; to instruct or train employees; to demonstrate the proper method of accomplishing the tasks assigned; to avoid mandatory overtime; to allow the release of employees for Union or other approved activities; to provide coverage for no shows or when the classification specification provides that the supervisor does, as a part of his/her job, some of the same duties as bargaining unit employees.

Except in emergency circumstances, overtime opportunities for work normally performed by bargaining unit employees shall first be offered to those unit employees who normally perform the work before it may be offered to non-bargaining unit employees.

The Employer recognizes the integrity of the bargaining units and will not take action for the purpose of eroding the bargaining units.

## ARTICLE 2 - NON-DISCRIMINATION

### 2.01 - Non-Discrimination

Neither the Employer nor the Union shall discriminate in a way inconsistent with the laws of the United States or the State of Ohio on the basis of race, sex, creed, color, religion, age, national origin, political affiliation, disability, sexual orientation, or veteran status. Except for rules governing nepotism, neither party shall discriminate on the basis of family relationship. The Employer shall prohibit sexual harassment and take action to eliminate sexual harassment in accordance with Section 4112 of the Ohio Revised Code, and Section 703 of Title VII of the Civil Rights Act of 1964 (as amended).

The Employer may also undertake reasonable accommodation to fulfill or ensure compliance with the Americans with Disabilities Act of 1990 (ADA) and corresponding provisions of Chapter 4112 of the Ohio Revised Code. Prior to establishing reasonable

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accommodation which adversely affects rights established under this Agreement, the Employer will discuss the matter with a Union representative designated by the ~~Executive Director~~ **President**.

The Employer shall not solicit bargaining unit employees to make political contributions or to support any political candidate, party or issue.

**2.02 - Agreement Rights**

No employee shall be discriminated against, intimidated, restrained, harassed or coerced in the exercise of rights granted by this Agreement, nor shall reassignments be made for these purposes.

**2.03 - Equal Employment Opportunity/Affirmative Action**

The Employer and the Union agree to work jointly to implement positive and aggressive equal employment opportunity/affirmative action programs to prevent discrimination and to ensure equal employment opportunity in the application of this Agreement.

The Agencies covered by this Agreement will provide the Union with copies of equal employment opportunity/affirmative action plans and programs upon request. Progress toward equal employment opportunity/affirmative action goals shall also be an appropriate subject for Labor/Management Committees.

## ARTICLE 3 - UNION RIGHTS

**3.01 - Access**

It is agreed that the Agencies covered by that is Agreement shall grant reasonable access to stewards, professional Union representatives and chapter officers, defined to include President and Vice President, for the purpose of administering this Agreement. The Employer may provide

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a representative to accompany a non-employee Union representative where security or treatment considerations do not allow non-employee access.

The Union shall furnish to the Employer, in writing, the names of the Union representatives and their respective jurisdictional areas as soon as they are designated. Any changes shall be forwarded to the Employer by the Union as soon as changes are made.

**3.02 - Stewards**

The Employer agrees to recognize a reasonable number of local stewards as designated by the Union. Stewards and chapter officers as defined above shall be allowed a reasonable amount of time away from their regular duties to administer the Agreement at the facility where they work only within their own Agency unless the Agencies involved agree to representation across Agency lines. In situations where there are only a few employees of one Agency working at the facility of another Agency, agreement to such representation shall not be unreasonably withheld. In situations where there are only a few employees of one Agency in a county, the Employer agrees that the right of stewards from one Agency to represent bargaining unit employees from other Agencies shall not be unreasonably denied.

The Employer and the Union recognize the value of having an adequate number of stewards to provide representation. The Union agrees to find ways to encourage more members to volunteer and train as stewards within their respective chapter/jurisdiction.

The Employer recognizes that to ensure adequate Union representation, in occasional or unusual circumstances, limited travel time for stewards may be necessary. The Union will notify the Agency, in writing, of the stewards designated prior to the steward assuming any duties.

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It is understood that the release of stewards is for contract administration purposes. Reasonable diligence will be exercised by stewards in performing their duties so that they do not interfere with the operational needs of the Employer. The parties agree that where a bargaining unit member is unable or unwilling to represent his/her own interest(s), a designated steward shall be provided with all necessary documentation regarding the issue and will stand in the place of the member as their Union representative. Stewards and/or Union representatives requiring release time for contract administration purposes, shall follow procedures outlined in Section 25.07 of the Agreement before leaving their work location. Stewards shall contact the supervisor or designee of an area to be visited and shall secure the signature of that supervisor or designee.

There shall be no cross-Agency representation except as follows: a Chapter President shall be allowed to cross Agency lines to represent employees covered by this Agreement in other Agencies when those Agencies' stewards are not available. The Agencies must be housed in the same building or facility (facility as used in this Article is defined to mean an institution or a complex of buildings in close physical proximity to one another). Agreement to such representation shall not be unreasonably denied.

**3.03 - Union Activities**

Employees who are members of a Labor/Management Committee, Health and Safety Committee or other committees established in this Agreement shall, after giving reasonable notice to their supervisor, be permitted to attend such meetings. Unless mutually agreed otherwise, such meetings will be held during normal working hours. Time off shall include any time needed to travel to the committee meeting except that no overtime will be paid if the travel

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time extends beyond the normal work day. Reasonable time, not to exceed one (1) hour, shall be allowed during work hours of members of any committee established by this Agreement to caucus immediately before the meeting. Employee participation in grievance meetings shall be pursuant to Article 25.

**3.04 - Meeting Space**

The Union may request use of State property to hold meetings. Where feasible, the Employer will provide such space. Such meetings will not interrupt State work and will not involve employees who are working. Such requests will not be unreasonably denied.

**3.05 - Bulletin Boards**

The Employer shall provide a reasonable number of bulletin boards for the use of the Union. When a bulletin board exists in a State-owned trailer, the Union will be provided space on the bulletin board. In locations where locked bulletin boards exist, the Union shall be responsible for the key. In Mental Health, ~~Mental Retardation~~ **Developmental Disabilities** and Corrections locked bulletin boards shall be provided in the institutions. The items posted shall not be political, partisan or defamatory. The Employer shall not remove materials from Union bulletin boards.

**3.06 - Mail Service**

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

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

**3.07 - Union Orientation**

Where the Employer has a structured employee orientation program, the Union shall be permitted to make a presentation not to exceed sixty (60) minutes in duration regarding the Union. The Employer will notify the Union of newly hired employees at reasonable intervals, but no later than before a scheduled orientation session.

**3.08 - Information Provided to the Union**

The Employer will provide to the Union, monthly, a listing of all approved personnel actions involving bargaining unit employees.

The Employer will provide the Union with a list of employees who have paid Union dues and fair share fees. The list will accompany the transmittal of money.

The Employer will furnish tables of organization as prepared from time to time by the Agencies covered by this Agreement.

**3.09 - Printing of Agreement**

The parties will mutually share the cost of printing this Agreement.

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**3.10 - Union Leave**

**A. Mandatory Release**

The following functions shall be subject to automatic release without pay unless otherwise designated:

AFL-CIO Conference/Convention

AFSCME Convention

AFSCME Health and Safety Meeting

AFSCME International 21st Century Meeting

AFSCME International Corrections United Conference

AFSCME International Women's Conference

AFSCME Nurse Advisory Conference

AFSCME Women's Committee

Article 34 Committee (with pay)

Board Budget Committee

Board Election Petition Review Committee

Board Elections Committee

Board Structure Committee

Classification Review Committee (36.05 A)

Coalition of Black Trade Unionist Conference

Constitution Committee

Convention Credentials Committee

DR&C Assembly

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DYS Assembly

Executive Board Meeting

Fair Share Committee

MH/~~MR~~**DD**/VS Assembly

Negotiations Team Election Meeting

OCSEA/AFSCME Biennial Convention

OCSEA Board Election Count

OCSEA Board of Directors (with pay)

OCSEA Board of Directors Committee for Minority and Community Affairs

OCSEA Board of Directors Education Committee

OCSEA Board of Directors Finance Committee

OCSEA Board of Directors Governmental Affairs Committee

OCSEA Board of Directors Judicial and Internal Affairs Committee

OCSEA Board of Directors Local Government Committee (now known as the Alternative Contractual Obligations Committee)

OCSEA Board of Directors Membership and Public Relations Committee

OCSEA Board of Directors Professional Advisory Committee

OCSEA Board of Directors Women's Action Committee

OCSEA Convention Committee(s)

OCSEA Stewards Academy

OCSEA Stewards Conference

OCSEA Veteran's Advisory Committee

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OIL Appeal Panel (with pay)

Presidents Conference

State AFL-CIO Executive Board Meeting

State Board Committee

Statewide Leadership Conference

Statewide Strategic Planning Committee

Statewide Strategic Planning Oversight Committee

Statewide Structure Committee

Union Education Trust Quarterly Meetings and Conferences

Where possible, the Union shall provide notice seven (7) calendar days in advance to the Office of Collective Bargaining (OCB). It shall be the responsibility of the employee to give reasonable notice to his/her supervisor prior to such absence.

**B. Discretionary Release**

Any committees, meetings, conferences, etc. not specifically listed above may be approved for time off without pay upon approval by OCB. Leave requests under this Section shall be submitted in writing no less than seven (7) days in advance, except where circumstances make such notice impossible. Any grievance under this Section shall be filed at Step Five to be arbitrated as soon as possible.

The President of OCSEA, AFSCME Local 11, shall be placed on full-time administrative leave with pay to conduct Union business. One (1) additional officer, designated by the President, may also be released and placed on full-time administrative leave with pay.

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The Union shall reimburse the Employer for all costs associated with placing the employees on administrative leave with pay.

Employees on approved leave of five (5) consecutive days or less shall receive leave accruals and other benefits as if they were in an active pay status.

**3.11 - Union Requests for Time Off**

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

The Union shall provide a list of attendees and the hours released for relevant release time requested pursuant to Section 3.10 and Article 43. However, this requirement is not applicable to joint committee meetings with Labor and Management attendees; e.g., RWAC, Benefits Trust, OCSEA Union Education Trust (UET) and JHCC.

**3.12 - Union Offices**

Where the Union currently has designated offices in any facilities or institutions, such practice will continue during the term of this Agreement. No new or additional Union offices

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will be provided to the Union at any other State facilities.

At those facilities at which the Union does not currently have an office, the Employer will provide space for a lockable filing cabinet for the use of the Union. When available, the Union shall have access to a private area to process grievances.

## ARTICLE 4 - CHECKOFF

### 4.01 - Dues Deduction

The Employer will deduct biweekly membership dues payable to the Union, upon receipt of a voluntary written individual authorization from any bargaining unit employee on a form mutually agreed to by the Union and the Employer.

The Employer will also deduct biweekly voluntary contributions to the Union's political action committee (PEOPLE) upon receipt of a voluntary written individual authorization from any bargaining unit employee on a form mutually agreed to by the Union and the Employer.

During the term of this Agreement the Union may, from time to time, request to deduct Union fees or contributions to Union-sponsored benefit programs. The Employer will not unreasonably withhold approval.

Employees recalled from temporary or seasonal layoff or returning from leave of absence shall resume payroll deduction of dues or fair share fees, whichever was in effect prior to the interruption of payroll status, commencing the first pay period of work.

Except for established payroll deductions for programs and organizations in effect on the effective date of this Agreement, along with any deductions for Employer sponsored programs and organizations, no additional payroll deductions for dues, fees or contributions shall be

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provided to any individual or organization without the prior written consent of the Union and the Employer.

**4.02 - Fair Share Fee**

Any bargaining unit employee who has served an initial sixty (60) days and who has not submitted a voluntary membership dues deduction authorization form to the Employer shall, tender to the Union a representation service fee beginning in the pay period that includes the 61st day. The amount shall not exceed the dues paid by similarly situated members of the employee organization who are in the bargaining unit. The Union shall continue to provide an internal rebate procedure which provides for a rebate of expenditures in support of partisan politics or ideological causes not germane to the work of employee organizations in the realm of collective bargaining.

When an employee enters the bargaining unit for any reason, the Employer shall notify the employee of this Article and provide the employee the appropriate deduction forms. Fair share fee deductions shall begin after sixty (60) days of service. The Employer shall tender to the Union a representation service fee beginning in the pay period that includes the 61st day.

**4.03 - Maintenance of Membership**

All employees in the bargaining units who, on the effective date of this Agreement, are members of the Union and all employees who thereafter become members shall, as a condition of employment, remain members of the Union for the duration of this Agreement. Employees who wish to terminate their membership may do so by providing written notice to the Union at its principal offices during a thirty (30) day period commencing sixty (60) days prior to the expiration date of this Agreement.

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**4.04 - Religious Accommodation Pursuant to Title VII**

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

The application shall be reviewed for approval within sixty (60) days of receipt. Should the parties be unable, within this time period, to resolve this matter by either a written agreement or withdrawal of the application, the matter shall be set for arbitration. Similarly situated applications may be scheduled for arbitration collectively. The employee(s) and the Union shall mutually agree upon an arbitrator, and except as may otherwise be agreed upon, in writing, between the employee and the Union, the arbitration shall be conducted in accordance with this Agreement. If the parties cannot agree to an arbitrator, then they shall secure a list of seven (7) arbitrators from the Federal Mediation Conciliation Services (FMCS) and use the alternative strike method to determine the arbitrator. The expense of the arbitration shall be borne by the Union.

The arbitrator shall analyze the claim in accordance with the standards of Title VII and all applicable case law. If the arbitrator determines that the employee is entitled to relief under Title VII, the arbitrator shall direct that the appropriate portion of the dues or fair share fee attributable to the employee be directed to a charitable organization mutually agreed upon

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between the employee and the Union. If the arbitrator determines that the employee is not entitled to relief under Title VII, then the application shall be dismissed. Any accommodation shall comply with Title VII. The Union shall forward a copy of the arbitration decision to OCB in order to direct the payment of funds that have been withheld but not remitted to the Union, and any future dues or fair share fees of the affected employee in compliance with the decision and this Section.

**4.05 - Indemnification**

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken as a result of the Union under the provisions of this Article.

The parties agree that henceforth OCSEA shall indemnify the Employer for any liability incurred to any third parties arising out of the Employer's deduction of dues or fair share fees.

## ARTICLE 5 - MANAGEMENT RIGHTS

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

Additionally, the Employer retains the rights to: 1) hire and transfer employees, suspend, discharge and discipline employees; 2) determine the number of persons required to be employed or laid off; 3) determine the qualifications of employees covered by this Agreement; 4) determine the starting and quitting time and the number of hours to be worked by its employees;

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5) make any and all rules and regulations; 6) determine the work assignments of its employees; 7) determine the basis for selection, retention and promotion of employees to or for positions not within the bargaining unit established by this Agreement; 8) determine the type of equipment used and the sequences of work processes; 9) determine the making of technological alterations by revising the process or equipment, or both; 10) determine work standards and the quality and quantity of work to be produced; 11) select and locate buildings and other facilities; 12) transfer or sub-contract work; 13) establish, expand, transfer and/or consolidate, work processes and facilities; 14) consolidate, merge, or otherwise transfer any or all of its facilities, property, processes or work with or to any other municipality or entity or effect or change in any respect the legal status, management or responsibility of such property, facilities, processes or work; 15) terminate or eliminate all or any part of its work or facilities.

## ARTICLE 6 - PROBATIONARY EMPLOYEES

### 6.01 - Probationary Periods

**A. New Hires, Promotions and Lateral Transfer to a Different Classification**

All newly hired and promoted employees, and employees who are laterally transferred to a different classification shall serve a probationary period. The probationary period shall be one hundred twenty (120) days for classifications paid at grades 1 to 7 and grades 23 to 28 or one hundred eighty (180) days for classifications paid at grades 8 to 12 and grades 29 to 36. However, the Disability Claims Adjudicator 1, Realty Specialist 1, all Attorney classifications, and the Youth Leader classification in the Schools for the Blind and Deaf shall have a probationary period of twelve (12) months from the effective date of hire, lateral transfer or promotion.

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Probationary periods for Correction Officers (CO) and Juvenile Correctional Officers (JCO) shall be for a period of three hundred sixty-five (365) days. Employees who have served a probationary period in another classification shall have the length of the probationary period, up to a maximum of six (6) months, credited toward the Correction Officer and Juvenile Correctional Officer probationary period. Following the completion of six (6) months of the probationary period, COs and JCOs shall be given the opportunity to select work assignments under the institution's Pick-A-Post Agreement.

The probationary period for all other employees of the Department of Rehabilitation and Correction and Department of Youth Services shall be one hundred eighty (180) days. The probationary period will commence when the employee completes the initial period of training at the Correction Training Academy or the Department of Youth Services Training Academy. Periods worked by such employees prior to attending such training shall be credited toward the probationary period. Employees who are laterally transferred or promoted shall begin their probationary period on the effective date of the lateral transfer or promotion.

The performance of each employee within the Department of Rehabilitation and Correction and the Department of Youth Services shall be reviewed at least every four (4) months during the probationary period.

A probationary period for an employee may be extended by mutual agreement between the Union and Management.

During a lateral transfer to a different classification or promotional probationary period, the Employer maintains the right to place the employee back in the classification that the

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employee held previously if the employee fails to perform the job requirements of the new position to the Employer's satisfaction.

During an initial probationary period, the Employer shall have the sole discretion to discipline or discharge probationary employee(s) and any such probationary action shall not be appealable through any grievance or appeal procedure contained herein or to the State Personnel Board of Review (SPBR).

An employee's probationary period may be extended by a period equal to employee leaves of fourteen (14) consecutive days or longer, except for approved periods of vacation leave. For example, disability leave, adoption/childbirth, or any other leaves of fourteen (14) consecutive days or longer shall not be counted toward the employee's initial or promotional probationary period.

The Employer will not modify the duration of a probationary period of a classification(s) without the agreement of the Union.

**B. Lateral Transfer within the Same Classification**

Where a single classification involves work which varies substantially among different positions within the classification, the Employer may require employees who are laterally transferred in the same classification to serve a trial period equal to one-half (1/2) of the regular probationary period for the classification, during a lateral transfer trial period, the employee may elect to return to his/her previous position or, if the employee fails to perform the job requirements of the new position to the Employer's satisfaction, the Employer may place the employee back in the position the employee previously held.

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**C. Demotion**

The Employer may require employees who are demoted pursuant to Article 17.04 to serve a trial period equal to one-half (1/2) of the regular probationary period for the classification, during a trial period, the employee may elect to return to his/her previous position or, if the employee fails to perform the job requirements of the new position to the Employer's satisfaction, the Employer may place the employee back in the position the employee previously held.

**D. Inter-Agency Transfer**

Employees who accept an inter-Agency transfer pursuant to Article 17, shall serve an initial probationary period. If the employee fails to perform the job requirements of the new position to the Employer's satisfaction, the Employer may remove the employee. The employee may not challenge such removal.

**E. Cross-Collective Bargaining Agreement Rights**

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

**6.02 - Conversion of Temporary, Intermittent, Interim, Welfare to Work Initiative or Seasonal Employees**

A temporary, intermittent, interim, funded position under a Welfare to Work Initiative or seasonal employee who becomes a permanent employee in the same Agency, classification and

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job duties will be credited with time served if it is connected to their permanent appointment, but no more than one-half (1/2) the length of the probationary period for that classification.

## ARTICLE 7 - OTHER THAN PERMANENT POSITIONS

### 7.01 - Temporary Positions

Temporary positions are those positions in which work is of a temporary nature and a specified duration, not to exceed sixty (60) days. The Employer agrees not to use temporary positions to avoid filling permanent full-time positions.

### 7.02 - Interim Positions

A. Interim positions are those positions in which the work is of a temporary nature and the duration is fixed by the length of absence of an employee on an approved leave of absence. The duration of interim positions shall not exceed thirty (30) days plus the length of the leave of absence. Current bargaining unit employees may receive internal interim appointments to another position within a bargaining unit covered by the terms of this Agreement; and shall be compensated as a temporary working level (TWL) pay supplement.

B. Internal Interim Appointments to Non-Bargaining Unit Positions

Bargaining unit employees may receive internal interim appointments to positions which are not covered by this Agreement; and shall be compensated as a temporary working level. Such employees will be considered members of the bargaining unit for the duration of the interim assignment, but shall not represent either the Employer or the Union in Labor/Management issues or the administration of this Agreement while holding the interim appointment.

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**7.03 - Intermittent Positions**

Intermittent positions are those positions in classifications covered by this Agreement which do not exceed one thousand (1,000) 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.). Those employees who are currently receiving steps and longevity shall be permitted to maintain them until they are separated. 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 or reemployment rights.

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**7.04 - Seasonal Employees**

A seasonal employee is one that works a certain regular season or period of the year performing some work or activity limited to that season or period of the year not to exceed fourteen (14) consecutive weeks, except that Golf Course Workers and Lifeguards may work beyond fourteen (14) weeks. The Employer agrees not to abuse the designation of seasonal status.

**7.05 - Salaries of Interim Positions and Non-Intermittent 1,000 Hour Assignments Positions**

Salaries for interim positions and non-intermittent 1,000 hour assignments positions shall be equal to the step rate in the pay range of the classification received by permanent employees with an equivalent length of service.

**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.

**7.07 - Welfare to Work Initiative Participants**

Welfare to Work participants shall not displace full/part-time permanent bargaining unit employees. In the event that there is a recall list within an Agency, Welfare to Work participants will not be utilized in the same classification within the geographic jurisdiction where the recall list exists. In the event the program covering the participant requires wage rates and benefits different than those provided by the Employer, the Employer shall provide the wage rates and

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benefits pursuant to the program. Where the program does not specify wage rates or benefits, the Employer will provide the applicable wage rates and benefits as enumerated in this Agreement.

**7.08 - Work Scheduling**

Except at the request of an affected employee, no employee shall have the number of hours they are normally scheduled to work reduced as the result of the use of non-permanent employees such as, but not limited to: seasonal, intermittent, student interns, interns, interim, established term, or temporary employees, due to the performance of such employee's duties by the nonpermanent employee.

**7.09 - Project Employees**

Project Employees are an appropriate topic for Labor/Management Committees.

**7.10 - Temporary Working Level Pay Supplements**

The Employer may temporarily assign an employee to replace an absent employee, or to fill a vacant position during the posting and selection process. All temporary working level assignments used to fill a vacant position during the posting and selection process shall not exceed one hundred twenty (120) days unless mutually agreed to by the parties. If the temporary assignment is to a classification with a higher pay range, and is in excess of four (4) working days, the affected employee shall receive a pay adjustment which increases his/her step rate of pay to the (a) classification salary base of the higher level position or (b) a rate of pay approximately four percent (4%) above his/her current step rate of compensation, not to exceed the top step in the pay range assigned.

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## ARTICLE 8 - LABOR/MANAGEMENT COMMITTEES

### 8.01 - Agency Committees

In each Agency, there shall be a statewide committee consisting of an equal number of Union and Employer representatives. In each Agency that operates with institutions/geographic districts or regions, there shall be a committee consisting of an equal number of Union and Employer representatives per institution/geographic district or region unless otherwise mutually agreed upon by the parties. The Statewide Agency Committee will meet at least two (2) times per year but shall receive, upon request, quarterly progress reports. The institution/geographic district or region committee shall meet at least four (4) times per year.

### 8.02 - Committee Purpose and Agenda

The purpose of these committees is to provide a means for continuing communication between the parties and to promote a climate of constructive employee-Employer relations. This would include, but is not limited to, such activities as to:

A. Discuss the administration of this Agreement;

B. Notify the Union of changes contemplated by the Employer which may affect bargaining unit employees;

C. Discuss the future needs and programs of the Employer;

D. Disseminate general information of interest to the parties;

E. Give the Union representatives the opportunity to discuss the views of bargaining unit employees and/or make suggestions on subjects affecting those employees;

F. Give the parties the opportunity to discuss the problems that give rise to outstanding grievances and to discuss ways of preventing contract violations and other workplace

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conflicts from occurring. The parties agree that the discussion of individual grievances is not an appropriate topic for Labor/Management Committees;

G. Proposed work rules will be an appropriate subject for discussion; and

H. Such other items as the parties may mutually agree to discuss. All committees will be co-chaired by a Union and an Employer representative. The agenda for each meeting shall be jointly prepared by the co-chairpersons in advance of the meeting. The parties are committed to a timely completion and distribution of the minutes. The minutes shall not be construed as constituting a binding agreement or negotiations between the parties.

**8.03 - Time Off**

Unless mutually agreed otherwise, such meetings shall be held during normal work hours. Agencies which have provided the use of Agency vehicles or which have paid mileage reimbursement shall continue the practice.

**8.04 - Labor/Management Relations**

The Employer and the Union recognize that the character and quality of the Union/Management relationship in each Agency has an impact upon productivity and quality services. Accordingly, the parties agree to support joint Labor/Management training in skills and concepts which may contribute to increased Union/Management understanding and cooperative relationships.

**8.05 - Joint Information Technology (IT) Committee**

**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

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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.

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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.

**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

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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.

## ARTICLE 9 - OHIO EMPLOYEE ASSISTANCE PROGRAM

### 9.01 - Joint Promotion

The Employer and the Union recognize the value of counseling and assistance programs to those employees who have personal problems which interfere with their job duties and responsibilities. Therefore, in all Agencies covered by this Agreement, the Union and the Employer agree to continue the existing Ohio Employee Assistance Program, including its referral and counseling services for employees and members of the employee's immediate family, and to work jointly to promote the program.

### 9.02 - Ohio EAP Advisory Committee

The parties agree that there will be a committee composed of nine (9) Union representatives that will meet with and advise the Director of the Ohio EAP. This committee will review the program and discuss specific strategies for improving access for employees. Additional meetings will be held to follow up and evaluate the strategies. The Ohio EAP shall also be an appropriate topic for Labor/Management Committees.

### 9.03 - Ohio EAP Steward Training

The Employer agrees to provide orientation and training about the Ohio EAP to Union stewards. To the extent practical, the Ohio EAP shall conduct such training in all Agencies at least once every twenty-four (24) months, and the training will be conducted jointly with exempt employees. All new stewards shall receive Ohio EAP training within a reasonable time of their

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designation. Such training shall deal with the central office operation and community referral procedures. Such training will be held during regular working hours. Whenever possible, training will be held for stewards working second and third shifts during their working time.

**9.04 - Employee Participation in Ohio EAP**

A. Records regarding treatment and participation in the Ohio EAP shall be confidential. No records shall be maintained in the employee's personnel file except those that relate to the job or are provided for in Article 23. In cases where the employee and the Employer have entered into a voluntary EAP Participation Agreement in which the Employer agrees to defer discipline as a result of employee participation in the Ohio EAP treatment program, the employee shall be required to sign appropriate releases of information to the extent required to enable the Ohio EAP staff to provide the Employer with reports regarding compliance or noncompliance with the Ohio EAP treatment program.

B. If an employee has exhausted all available leave and requests time off to have an initial appointment with a community agency, the Agency shall provide such time off without pay.

C. The Employer or its representative shall not direct an employee to participate in the Ohio EAP. Such participation shall be strictly voluntary.

D. Seeking and/or accepting assistance to alleviate an alcohol, other drug, behavioral or emotional problem will not in and of itself jeopardize an employee's job security or consideration for advancement.

## ARTICLE 10 - CHILD CARE

**10.01 - Child Care Expenses Reimbursement Program**

The Employer will assure that eligible employees have the opportunity to participate in a

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child care expenses reimbursement program which provides the reimbursement on a pre-tax basis in accordance with Section 129 of the Internal Revenue Service Code as amended and other applicable law.

**A. Eligibility**

1. Employees must have been employed full-time since January 1 of the previous year to receive full reimbursement; provided however, that
2. Full-time employees whose employment began after January 1 of the previous year and part-time employees are eligible for this program on a prorated basis based on the number of hours worked in a calendar year.
3. For the calendar year beginning January 1, 1997 the employee's adjusted gross family income for the calendar year for which they seek child care expenses reimbursement shall not exceed $35,000.
4. The employee had employment-related child care expenses in the previous calendar year equal to or greater than the amount of the payment as provided in Section C below;
5. Employment-related child care expenses must have been for those children defined pursuant to IRS Section 129, at the time the expenses were incurred.

**B. Verification**

No later than April 15, employees must submit a copy of their Form 1040 and a copy of their receipt(s) for child care expenses for the previous calendar year to be eligible for reimbursement. Employees, and spouses when joint income is used, may be required to authorize the Employer to obtain verification of tax information through State and/or Federal Tax authorities.

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**C. Reimbursement Schedule**

Maximum reimbursement shall be as follows:

1. $500.00 for one (1) eligible child.
2. $800.00 for two (2) eligible children.
3. $100.00 for each eligible child thereafter to a maximum family allotment of $1,000.00.

**D. Proration**

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

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

**10.02 - Dependent Care Spending Account Program**

The Employer will continue to provide employees with the opportunity to participate in a program which allows employees to deposit pre-tax income into a dependent care spending account. Money in this account may be utilized to help pay the expenses of caring for dependent children or adults. The program shall include the following characteristics:

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

B. It assists in paying the expenses of caring for a dependent child or adult for whom care must be provided in order for the employee to work;

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

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

**10.03 - Communication of Programs to Employees**

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

## ARTICLE 11 - HEALTH AND SAFETY

**11.01 - General Duty**

Occupational health and safety are the mutual concern of the Employer, the Union and employees. The Union will cooperate with the Employer in encouraging employees to observe applicable safety rules and regulations. Employees or the Union shall report safety and health violations of which they are aware to their supervisor. The Employer and employees shall comply with applicable Federal, State and local safety laws, rules and regulations, and Agency safety rules and regulations. The Employer will consider ergonomics when selecting products. Nothing in this Agreement shall imply that the Union has assumed legal responsibility for the health and safety of employees.

**11.02 - Personal Protective Clothing and Equipment**

Personal protective clothing and equipment required by the Agency to preserve the health and safety of employees shall be furnished and maintained by the Agency without cost to employees. The Agency may initially purchase other clothing items without assuming any further responsibility to maintain those same items, except as specifically required by law and

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this Agreement. Disposable gloves, disinfectant, and mouth pieces will be accessible to employees while directly caring for patients, residents, clients, inmates or youths.

**11.03 - Unsafe Conditions**

All employees shall report promptly unsafe conditions related to physical plant, tools and equipment to their supervisor. Additionally, matters related to patients, residents, clients, youths and inmates which are abnormal to the employees' workplace shall be reported to their supervisor. If the supervisor does not abate the problem, the matter should then be reported to an Agency/Facility safety designee. In such event, the employee shall not be disciplined for reporting these matters to these persons. An Agency/Facility safety designee shall abate the problem or will report to the employee or his/her representative in five (5) days or less reasons why the problem cannot be abated in an expeditious manner. The appropriate Health and Safety Committee(s) will be provided the name(s) of the Agency/Facility safety designee(s).

No employee shall be required to operate equipment that any reasonable operator in the exercise of ordinary care would know might cause injury to the employee or anyone else. An employee shall not be subject to disciplinary action by reason of his/her failure or refusal to operate or handle any such unsafe piece of equipment. In the event that a disagreement arises between the employee and his/her supervisor concerning the question of whether or not a particular piece of equipment is unsafe, the Agency/Facility safety designee shall be notified and the employee shall not be required to operate the equipment until the Agency/Facility safety designee has inspected said equipment and deemed it safe for operation.

An employee shall not be disciplined for a good faith refusal to engage in an alleged unsafe or dangerous act or practice which is abnormal to the place of employment and/or

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position description of the employee. Such a refusal shall be immediately reported to an Agency/Facility safety designee for evaluation. An employee confronted with an alleged unsafe situation must assure the health and safety of a person entrusted to his/her care or for whom he/she is responsible and the general public by performing his/her duties according to Agency policies and procedures before refusing to perform an alleged unsafe or dangerous act or practice pursuant to this Section.

Nothing in this Section shall be construed as preventing an employee from grieving the safety designee's decision.

**11.04 - Workplace Violence**

The Employer and the Union recognize that violence against employees is serious and requires violence prevention programs. Agencies will develop practices and procedures aimed at reducing risk of job-related violence. Agency plans shall consider OSHA guidelines for preventing workplace violence to guide development of each Agency plan. Agency plans shall be reviewed with the Agency Health and Safety Committee which shall be provided an opportunity for input.

**11.05 - Communicable Diseases**

Upon written request, an employee shall be provided with information on all communicable diseases to which he/she may have routine workplace exposure. Information provided to employees shall include the symptoms of the diseases, modes of transmission, methods of self-protection, proper workplace procedures, special precautions and recommendations for immunization where appropriate. The communicable disease policy and any subsequent revisions will be disseminated to the Agency Health and Safety Committee(s).

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The Employer recognizes that some employees who work with individuals infected with hepatitis B virus may be at increased risk of acquiring hepatitis B infection. In accordance with the U.S. Department of Labor, Occupational Safety and Health Administration (OSHA) guidelines, hepatitis B vaccinations shall be made available to all employees who have high risk occupational exposure to the virus. Low risk employees will have vaccinations made available post exposure, within the timelines required under federal regulations, i.e., if exposed to blood or other potentially infectious materials. Post exposure evaluation and follow-up consultations will be made available for all employees who experience an exposure incident. "Occupational exposure" shall have the same meaning in this Agreement as is contained in the OSHA guidelines. Hepatitis B vaccinations shall be offered within ten (10) working days of initial assignment to employees who have occupational exposure to blood or other potentially infectious materials. Employees who decline the initial vaccination may, at a later date, request and obtain the vaccination from the Employer. All hepatitis B vaccinations and related medical procedures pertaining to its administration are to be made available at no cost to the employee.

Mandatory tuberculosis screening may be conducted annually for all employees in Agencies with higher incidence of risk. Based on the risk assessment, some employees or work areas may need to be tested more often than annually. Such additional testing will be based upon Centers for Disease Control (CDC) guidelines. The Employer will hold the employee harmless from any costs incurred as a result of additional tests or x-rays incurred as a result of an initial positive reaction.

If a resident or inmate is found to carry a communicable disease, all appropriate precautions shall be taken.

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**11.06 - The Right-to-Know About Toxic Substances**

All employees shall have access to information on all toxic substances in the workplace pursuant to current OSHA regulations.

**11.07 - First Aid and CPR (Cardiopulmonary Resuscitation)**

Adequate first aid equipment, supplies and training shall be provided by the Agency on an ongoing basis. Where not required by actual job responsibility, employees may volunteer for first aid training. All Agencies shall make available CPR training on a regular basis where feasible. All employees at worksites where there is a dispensary staffed by a medical professional shall have access to the dispensary.

In addition to those employees currently required, all direct care and custody staff within the Department of Rehabilitation and Correction (DR&C) and Department of Youth Services (DYS) shall be required to be certified and maintain said certification in CPR and shall have first aid training. DR&C and the Agency Health and Safety Committee will also review medical protocol(s) and policies related to staff exposure to blood and bodily fluids. The Health and Safety Committee will review and make recommendations on staff education and training regarding blood and bodily fluid exposure that may result from an employee providing CPR.

**11.08 - Video Display Terminals**

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

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The Employer will make every effort to schedule at least fifteen (15) minutes of non-VDT work every two (2) hours for those employees who work for extended periods of time at video display terminals. Non-VDT work is in addition to rest periods provided by Section 13.04.

**11.09 - Working Alone**

Agencies will develop practices and procedures to minimize as much as possible any situations where employees work alone in potentially hazardous areas and, in those cases where employees are required to work alone, Agencies will develop practices and procedures to minimize as much as possible any potential risk to the affected employees. A periodic check on the safety of employees who work alone in potentially hazardous areas will be made or a means of communication to the worksite base location will be provided to employees who work alone in potentially hazardous areas.

**11.10 - Asbestos**

If an employee from an Agency not housed in a State-owned facility has reason to suspect that there may be friable asbestos in that building, he/she may request an asbestos inspection by the Public Employees Risk Reduction Program (PERRP). PERRP will investigate the complaint and issue a report to the appropriate Agency, to the employee, and to the appropriate Health and Safety Committee if such committee participated in the filing of the complaint. If asbestos is found in sufficient quantities to require abatement, the Employer will inform the building owner of the need to comply with the abatement order as required under the terms of State leases.

An employee who works in a State owned building who suspects the presence of friable asbestos should report the condition to his/her supervisor and to PERRP. PERRP will investigate

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the complaint and issue a report to the appropriate Agency, to the employee, and to the appropriate Health and Safety Committee if such committee participated in the filing of the complaint. Any friable asbestos will be abated by the Employer.

The appropriate Health and Safety Committee will be provided with a copy of the Employer's asbestos abatement plan and only licensed asbestos abatement firms will be used to perform necessary asbestos removal or abatement work.

Any employee engaged in maintenance, plumbing, electrical work, renovation or repair who may disturb or damage, or work with asbestos-containing materials, will be trained as to the proper procedures to follow. No employee shall be required to work around friable asbestos without proper training and equipment.

**11.11 - Concern for Pregnancy Hazards**

The Employer will work with the Union to make a good faith effort to provide alternative, comparable work and equal pay to a pregnant employee upon a doctor's recommendation.

**11.12 - Health and Safety Committees**

The Agencies and the Union shall establish Labor/Management Health and Safety Committees. Each Agency shall have a Health and Safety Committee. This committee may be combined with the Agency Labor/Management Committee upon mutual agreement of Agency Management and the Union.

In each Agency that operates with institutions/geographic districts or regions, there shall be a Health and Safety Committee per institution/geographic district or region, unless otherwise mutually agreed upon.

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Unless mutually agreed otherwise each committee shall be composed of no more than three (3) representatives appointed by the Employer and three (3) employees appointed by the Union and shall be co-chaired by a Union and an Employer representative.

Each facility operated by Agencies required to meet health and safety standards established by the Joint Commission on the Accreditation of Health Care Organizations (JCAHCO) or the Accreditations Council for Services for MRDD (AC MRDD) and/or the Medicaid/Medicare reimbursement programs shall have one (1) Health and Safety Committee. The committees shall be chaired by the Agency designee. In addition to the Health and Safety Committee membership required by the JCAHCO or the AC MRDD and/or Medicaid/Medicare, the Union shall appoint two (2) representatives to serve on the committee within thirty (30) days after the effective date of this Agreement.

The general responsibility of all the committees will be to provide a safe and healthful workplace by recognizing hazards and recommending abatement of hazards and recommending education programs. To fulfill this responsibility the committees shall:

A. Meet on a definitely established schedule, but in no case more frequently than once a quarter, unless otherwise mutually agreed;
B. Arrange periodic inspections to detect, evaluate and offer recommendations for control of potential health and safety hazards including working alone situations;
C. Appoint members of the Union to accompany inspections;
D. Discuss Agency plans and policies for preventing workplace violence;
E. Receive copies of all accident and illness reports, lists of toxic materials and exposure records; when incident reports involve resident(s), client(s), patient(s), youth(s) and/or

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inmate(s), for purposes of confidentiality, a separate accident report will be prepared omitting the name(s) of the resident(s), client(s), patient(s), youth(s) or inmate(s);

F. Promote health and safety education; and

G. Maintain and review minutes of all committee meetings.

H. The Employer will make available to Agency Health and Safety Committees information regarding ergonomic requirements that can be used to make appropriate adjustments in existing workplace settings.

Members of the Health and Safety Committee shall be allowed paid time off from their regular work while performing committee duties and shall also be allowed paid time off for training relating to health and safety.

Each committee shall establish rules consistent with the above principles. A mechanism to coordinate the efforts of individual committees shall be established at each Agency.

**11.13 - Physical Exams**

The Employer agrees to provide physical exams without cost to employees when such tests are necessary to determine whether the health of employees is being adversely affected by exposure to potentially harmful physical agents or toxic materials.

The Employer agrees to provide to each employee and his/her personal physician a complete and accurate written report of any such medical examination related to occupational exposure.

Additionally, written results of any industrial hygiene measurements or investigations related to an employee's occupational exposure shall also be provided upon request of the

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employee or the Union. All physical examinations required by the Federal Aviation Administration for pilots shall be paid for by the State.

**11.14 - Duty to Report**

All employees who are injured or who are involved in an accident/incident during the course of their employment shall file an accident/incident report, on forms furnished by the Employer, no matter how slight the accident/incident.

**11.15 - Vehicle Inspection**

All State vehicles which are operated by employees shall be inspected annually by the Agency. The State shall maintain a program to certify qualified inspectors who shall make a comprehensive inspection. Any deficiencies revealed by such inspection shall be promptly corrected by the Agency.

**11.16 - Water and Restroom Facilities**

Safe, chilled drinking water will be provided to all employees. Employees shall have access to restroom facilities in close proximity to their place of employment except for road or field crews. Road or field crews working at a fixed location such as a construction site shall have access to a port-a-john. Whenever restroom facilities are not available, the Employer will make a good faith effort to provide transportation for employees to travel to a restroom upon request. In institutions, employees' restrooms shall be separate from those used by residents or inmates whenever practical. The discussion of separate restrooms shall be an appropriate topic for Labor/Management meetings.

**11.17 - Personal Property**

Employees shall receive reasonable reimbursement for the cost of any personal property

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worn by the employee destroyed or damaged in the line of duty providing there is no finding of negligence on the part of the employee.

**11.18 - Lounge Areas**

Existing lounges shall be maintained by the Employer.

**11.19 - Emergency Phone Use**

Employees shall promptly be notified of and permitted to answer incoming emergency phone calls and make return emergency calls on a State phone.

## ARTICLE 12 - STAFFING CONCERNS

The Union and the State mutually desire that staffing levels in State institutions are sufficient to insure safe, high quality, effective delivery of institutional services, and desire as well that staffing levels in non-institutional State Agencies are sufficient to insure timely, high quality, effective provision of services to the public.

## ARTICLE 13 - WORK WEEK, SCHEDULES AND OVERTIME

**13.01 - Standard Work Week**

The standard work week for full-time employees covered by this Agreement shall be forty (40) hours, exclusive of the time allotted for meal periods, consisting of five (5) consecutive work days followed by two (2) consecutive days off.

Work days and days off for full-time employees who work non-standard work weeks shall be scheduled according to current practice or so that each employee shall have at least two (2) days off in any nine (9) day period. In addition, the Employer agrees to schedule each full-time employee with at least seventeen (17) weekends off per year in the Department of Mental Health, the Department of ~~Mental Retardation and~~ Developmental Disabilities and Department

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of Veterans Services. The parties may mutually agree to other scheduling arrangements than those specified in this Section.

The week shall commence with the shift that includes 12:01 a.m. Sunday of each calendar week and end at the start of the shift that includes 12:00 midnight the following Saturday.

The Employer and the Union may discuss alternate work schedule arrangements as reflected in Section 13.13.

Part-time employees shall be surveyed to determine the number of hours they would like to work. The Employer shall attempt to schedule each part-time employee for his/her preferred number of hours in seniority order. Part-time employees shall receive posted schedules showing the days and number of hours they shall work.

**13.02 - Work Schedules**

It is understood that the Employer reserves the right to limit the number of persons to be scheduled off work at any one time, including persons on leave (excluding disability leave).

For purposes of this Agreement, "work schedules" are defined as an employee's assigned work shift (i.e., hours of the day) and days of the week and work area. Work areas, for the Departments of Mental Health, ~~Mental Retardation~~ **Developmental Disabilities**, Youth Services and Department of Veterans Services are governed by the August 31, 1987 Memorandum of Understanding between the Employer and the Union as set forth in Appendix N. Pick-A-Post Agreements shall remain in effect for the duration of this Agreement, unless otherwise mutually agreed and/or as modified in the Agency Specific Agreements. It is agreed that work area schedules established under Pick-A-Post Agreements do not preclude the incidental, short-term

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assignment of an employee out of the work area to meet unforeseen circumstances, provided such assignments are not inconsistent with the provisions of Section 13.05.

Work schedules for employees who work in five (5) day operations need not be posted. However, where the work hours of such employees are determined by schedules established by parties other than the Employer, the Employer shall notify employees of any changes in their work hours as soon as it is aware of such.

Work schedules for employees who work in seven (7) day operations shall be posted at least fourteen (14) calendar days in advance of the effective date. The work schedule shall be for a period of at least twenty-eight (28) days and shall not be changed without a fourteen (14) day notice, except in accordance with reassignment as provided for in Section 13.05.

The parties recognize that there are certain jobs which require nonstandard work schedules. Such work schedules shall be for operational needs. The Employer shall notify the Union prior to the creation of any new nonstandard work schedules. The Union may request a meeting with the Employer to discuss the impact of such schedules. Non-standard work schedule assignments shall not be arbitrary or capricious.

**13.03 - Meal Periods**

Employees (including but not limited to Correction Officers, Juvenile Correctional Officers, and MCE Investigators and Load Limit Inspectors in the Department of Public Safety) who currently work eight (8) hours straight without a meal period shall continue to do so except as otherwise mutually agreed. Unless mutually agreed otherwise, no other employee shall be required to take less than thirty (30) minutes or more than one (1) hour for a meal period. The Employer will usually schedule meal periods near the midpoint of a shift.

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Employees shall not normally be required to work during their meal period. Those employees who by the nature of their work are required by their supervisor to remain in a duty status during their meal period may, with the approval of their supervisor, either shorten their workday by the length of the meal period or else have their meal period counted as time worked and be paid at the appropriate straight time or overtime rate, whichever is applicable. A supervisor will honor an employee's choice where reasonably possible.

**13.04 - Rest Periods**

Those Agencies that presently have rest periods shall maintain the current practices in effect as of the effective date of this Agreement.

**13.05 - Reassignments Within Institutions**

A. Temporary reassignments, within institutions, may be required:

1. To meet abnormal work-loads;
2. In the temporary absence of an employee where delay of the performance of duties would be unreasonable;
3. Pending recruitment.

Temporary reassignments under this Section shall not normally exceed thirty (30) work days but under no circumstances exceed ninety (90) work days where it is in the best interest of the youth, client, resident, patient or inmate population not withstanding provisions of Section 24.05 or pending recruitment (unless mutually agreed to by the Union and the Agency). Reassignment shall be on a seniority basis within the work area within the classification needed to provide the temporary coverage. Should more than one employee desire the available temporary reassignment, such reassignment shall be

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awarded on the basis of seniority, with the most senior employee being given first choice. Should no employee desire the reassignment, the least senior employee shall be reassigned first.

B. An emergency reassignment may be required. An emergency is defined as an infrequent, unexpected, rare occurrence; not an everyday event. In no event shall an emergency reassignment of any employee exceed eight (8) work days. Emergency reassignments shall be on a seniority basis within the classification needed within the work area most able to provide the emergency coverage. Should no employee desire the reassignment, the least senior qualified employee shall be reassigned first.

C. If a specific certificate, license, training and/or immunization is required for the reassignment, the Employer shall canvass those employees within the classification who meet these criteria in the order specified above.

D. When the Employer has advance knowledge of planned absences that will result in the reassignment of employees, then it will notify the affected employees of the reassignment as soon as possible.

E. The creation of additional float or relief positions is an appropriate topic for Labor/Management Committee meetings.

**13.06 - Report-In Locations**

All employees covered under the terms of this Agreement shall be at their report-in locations ready to commence work at their starting time. For all employees, extenuating and mitigating circumstances surrounding tardiness shall be taken into consideration by the Employer in dispensing discipline.

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Employees who must report to work at some site other than their normal report-in location, which is farther from home than their normal report-in location, shall have any additional travel time counted as hours worked. Employees who work from their homes, shall have their homes as a report-in location. For all other employees, the report-in location shall be the facility to which they are assigned.

**13.07 - Overtime**

The Employer has the right to determine overtime opportunities as needed. Employees shall be canvassed according to Agency policy. If no policy exists then, employees shall be canvassed quarterly as to whether they would like to be offered overtime opportunities. Employees who wish to be called back for overtime outside of their regular hours shall have a ~~residence~~ telephone and shall provide their phone number to their supervisor.

Insofar as practicable, overtime shall be equitably distributed on a rotating basis by seniority among those who normally perform the work. The parties shall negotiate specific arrangements for implementation of these overtime provisions at the local or Agency level within ninety (90) days of the effective date of this Agreement. Such arrangements shall include parameters regarding the distribution of mandatory overtime. Absent mutual agreement to the contrary, overtime rosters will be purged at least every twelve (12) months. Such arrangements shall recognize that in the event the Employer has determined the need for overtime, and if a sufficient number of employees is not secured through the above provisions, the Employer shall have the right to require employee(s) who normally perform(s) the work and who are listed on the lower one-half (1/2) of the seniority roster to perform said overtime. Such mandatory overtime shall be rotated among those employees who are listed on the lower one-half (1/2) of

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the seniority roster. In the event enough employees are not available, the Employer may require the least senior employee(s) available to work the overtime. Good faith attempts will be made to avoid the mandation of the same individual(s) consecutively. Assignment of mandated overtime hours is an appropriate topic for each Agency's Health and Safety Committee. The overtime policy shall not apply to overtime work which is specific to a particular employee's claim load or specialized work assignment or when the incumbent is required to finish a work assignment.

The Agency agrees to post and maintain overtime rosters which shall be provided to the steward, within a reasonable time, if so requested. The rosters shall be updated every pay period in which any affected employee earned overtime.

Employees who accept overtime following their regular shift shall be granted a ten (10) minute rest period between the shift and the overtime or as soon as operationally possible. In addition, the Employer will make every reasonable effort to furnish a meal to those employees who work four (4) or more hours of mandatory or emergency overtime and cannot be released from their jobs to obtain a meal.

An employee who is offered but refuses an overtime assignment shall be credited on the roster with the amount of overtime refused. An employee who agrees to work overtime and then fails to report for said overtime shall be credited with double the amount of overtime accepted unless extenuating circumstances arose which prevented him/her from reporting. In such cases, the employee will be credited as if he/she had refused the overtime. An employee who is transferred or promoted to an area with a different overtime roster shall be credited with his/her aggregate overtime hours.

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Except as otherwise established by the Employer an employee's posted regular schedule shall not be established in such a manner to require the Employer to pay overtime. An employee's posted regular schedule shall not be changed solely to avoid the payment of overtime within a single work week or pay period.

**Emergency Overtime**

In the event of an emergency as defined in Section 13.15 notwithstanding the terms of this Article, the Agency Head or designee may assign someone to temporarily meet the emergency requirements, regardless of the overtime distribution.

**13.08 - Call-Back Pay**

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

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

**13.09 - Report Pay**

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

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Employer and told not to report to their regularly scheduled work day shall receive their full day's pay at regular rate.

**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 three hundred sixty-five (365) calendar days from when it was earned. Compensatory time not used within 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 (365$^{th}$) day at the employee's current regular rate of pay. Any

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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.

**13.11 - Wash-Up Time**

Employees whose jobs require it will be permitted a reasonable paid wash-up period before the end of the shift. The Labor/Management Committees may recommend to the Agency those positions which qualify for wash-up time.

**13.12 - Stand-By Pay**

An employee is entitled to stand-by pay if he/she is required by the Agency in writing to be on stand-by, that is, to be available for possible call to work. If it is not practical to notify an employee in writing regarding stand-by status, the Employer may utilize oral or telephone means. Stand-by status may be canceled by telephone, providing written notice of such cancellation is provided to the employee within forty-eight (48) hours. An employee entitled to stand-by pay shall receive twenty-five percent (25%) of his/her base rate of pay for each hour

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he/she is in stand-by status. Stand-by time will be excluded from overtime calculation. Stand-by status shall be distinguished from call-back status by the following: 1) Direct notice of the requirement, as in the preceding; 2) Employee's off-duty activities are specifically restricted by the Employer; 3) Employee is given a specific period of time during which he/she must respond to any summons from the Employer with the consequence of discipline for failure to respond/report. Once summoned to report, stand-by pay will continue until the employee reports and actual work is performed, at which time the pay provisions of the call-back section (Section 13.08) will apply and stand-by pay will cease. An employee required to carry a pager while on-call is not in stand-by status unless specifically notified that he/she is to be on stand-by status.

**13.13 - Flextime/Four Day Work Week**

Where practical and feasible, hours and schedules for bargaining unit employees may include:

1. Variable starting and ending times;
2. Compressed work week, such as four (4) ten (10) hour days;
3. Other flexible hour concepts;
4. Schedule adjustments for pre-scheduled medical appointments shall be made only by mutual agreement. It is understood that the Employer's refusal is not grievable;
5. The trading of shifts for pre-scheduled medical appointments shall be by mutual agreement. The refusal of the Employer is not grievable.

**13.14 - Shift Rotation, Swing Shifts and Split Shifts**

There shall be no rotating shifts in Rehabilitation and Correction. In other Agencies with rotating shifts, the Agency Labor/Management Committee shall review the practice and

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recommend change if desired and operationally feasible.

Where swing shifts currently exist and are necessary to provide coverage for an employee's day off in continuous operations, they shall continue.

There shall be no split shifts for full-time employees.

**13.15 - Emergency Leave**

**A. Weather Emergency**

Employees directed not to report to work or sent home due to a weather emergency as declared by the Director of the Department of Public Safety, shall be granted leave with pay at regular rate for their scheduled work hours during the duration of the weather emergency. The Director of the Department of Public Safety is the Governor's designee to declare a weather emergency which affects the obligation of State employees to travel to and from work. Employees required to report to work or required to stay at work during such weather emergency shall receive their total rate of pay for hours worked during the weather emergency. In addition, employees who work during a weather emergency declared under this Section shall receive a stipend of eight dollars ($8.00) per hour worked.

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

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

Each year, by the first day of October, all Agencies must create and maintain a list of essential employees. Essential employees are those employees whose presence at the work

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site is critical to maintaining operations during any weather emergency. Essential employees normally consist of a skeletal crew of employees necessary to maintain essential office functions, such as those State employees who are essential to maintaining security, health and safety, and critical office operations.

Employees who are designated as essential employees shall be advised of the designation and provided appropriate documentation. Essential employees shall be advised that they should expect to work during weather emergencies unless otherwise advised. However, they are not guaranteed work. Nothing in this Section prevents an appointing authority from using his or her discretion in sending essential employees home or instructing them not to report for work once a weather emergency has been declared. Essential employees who do not report when required during an emergency must show cause that they were prevented from reporting because of the emergency. During the year, extreme weather conditions may exist and roadway emergencies may be declared by local sheriffs in certain counties, yet no formal weather emergency is declared by the Governor or designee and State public offices remain open. Should this situation occur, Agency Directors and department heads are encouraged to exercise their judgment and discretion to permit non-essential employees to use any accrued vacation, personal or compensatory leave, if such employees choose not to come to work due to extenuating circumstances caused by extreme weather conditions. Non-essential employees with no or inadequate accrued leave may be granted leave without pay. Nothing in this Section prevents an appointing authority from using his/her discretion to temporarily reassign non-essential employees to indoor job duties, consistent with their job classification,

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so that such employees are not performing unnecessary road or travel-related duties during days or shifts of especially inclement weather.

**B. Other Than Weather Emergency**

Employees not designated essential may be required to work during an emergency. When an emergency, other than weather emergency, is declared and leave is granted, such leave is to be used in circumstances where the health or safety of an employee or of any person or property entrusted to the employee's care could be adversely affected. Payment for hours worked for other than weather emergencies shall be pursuant to Section 13.15 (A) above.

**13.16 - Time Clocks**

The Employer shall not add time clocks, unless the Union has been served notice and the Agency has engaged in discussions with the Union. During the term of this Agreement, upon request of either party, the parties agree to establish a joint Labor/Management Committee for the purpose of examining the impact of an automated State payroll system upon this Agreement and developing recommendations for the implementation of such a system.

## ARTICLE 14 - QUALITY SERVICES THROUGH PARTNERSHIP

**14.01 - Statement of Principle**

The Employer and the Union are mutually committed to continual improvement of quality State provided services through a joint partnership involving Union leaders and staff and the bargaining unit members they represent, Agency Directors and their Agency Management staff at all levels of their organizations. This partnership of Union and Management shall be known as the Quality Services through Partnership (QStP). The principles of this Article shall apply in all quality improvement processes utilized in Agencies with OCSEA bargaining unit

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employees. QStP will be jointly developed, implemented and monitored. It is recognized by the parties that QStP is a separate process from the normal collective bargaining and contract administration procedures. The purpose of QStP program will be to establish a quality work culture and environment which allows for a collaboration of Management and bargaining unit talents through use of the quality processes and procedures to develop and deliver quality services through Union and Management teamwork and employee involvement and empowerment. As a result of their mutual commitment to improving quality services, the parties agree that quality outcomes and improvements resulting from QStP will not be used as the basis or rationale for layoffs.

**14.02 - Scope of Activities**

No QStP or Problem Solving Team will have authority to discuss, change, modify or infringe upon issues which are related to wages, hours and terms and conditions of employment. Whenever a matter covered by a Collective Bargaining Agreement is raised in a QStP Quality Improvement Process Team (QIP) or Problem Solving Process Team (PSP), the matter shall be suspended until the members of the Statewide Steering Committee have expressly agreed to continued involvement by the QIP or PSP Team. The following represent general examples of items or issues which may or may not be worked on by QStP teams:

| **Off-Limit Activities** | **Acceptable Activities** |
|---|---|
| Salaries | Agency Quality Service or Agency Product |
| Grievances | Work Environment Safety |
| Union Contract Interpretations | Reduction in Paperwork |
| Benefits | Savings in Time, Effort or the Handling of Materials |
| State Policy and Working Conditions | Improvement in Process, Methods or Systems |
| Classification | Improvement in Facilities, Tools or Equipment |

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| Off-Limit Activities | Acceptable Activities |
|---|---|
| Discipline | Elimination of Waste of Materials and Supplies |
| Working Hours | Reductions in Hazards to People or Property |

Whenever there is discussion over off-limit activities as stated above, or other matters which are normally reserved to the collective bargaining process, no final decision or action shall be taken except through the grievance or collective bargaining process as agreed to by the parties.

**14.03 - Steering Committees**

Quality Services through Partnership will be directed by a Joint State Steering Committee composed of an equal number of Management appointees and representatives of each of the Unions representing State employees which choose to participate. The parties may mutually agree to add members to the committee. Each Agency shall also have a Joint Agency Steering Committee. The number and composition of the committee will be determined by consensus of the State Steering Committee membership. Each party shall determine its own representatives to serve on the statewide, Agency and other QStP Committees. Time spent on authorized QStP matters shall be considered time worked. Whenever possible, State and Agency Steering Committee meetings will be held between the hours of 8:00 a.m. - 5:00 p.m., Monday through Friday, and employees will have their regular schedule adjusted to coincide with such meetings.

Steering Committees at each level will have the responsibility for the development of plans and activities for the implementation of principles and processes described in Section 14.01, as well as the review of plans developed by subordinate Steering Committees and the oversight of QStP activities within their jurisdiction. QStP issues and matters which are not

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resolved at the Steering Committee level may be referred to the next higher Steering Committee level for assistance and advice.

**14.04 - Training**

Training for all managers, supervisors, employees and Union leaders and staff in the concepts, skills and techniques of the QStP processes and procedures will be conducted at the Employer's expense. It is the intent of this Agreement that insofar as it is practical, bargaining unit leadership and their exempt counterparts (e.g., local Union President and officers and Agency CEO or Director or Assistant Director and Deputies will attend the same training). Whenever possible, the training in QStP matters will be presented by a joint Union/Management team, members of which will be designated by each party. The training will consist of the training offered or authorized through the State Office of Quality, as authorized by the Joint Steering Committee.

**14.05 - Employment Security Assurances**

Quality outcomes and improvements resulting from QStP will not be used as the basis or rationale for layoffs. If, as the result of QStP actions or recommendations, classifications are changed or altered, jobs are abolished, or positions eliminated, Management shall attempt to find other suitable employment within the employee's office, institution or county, or geographical jurisdiction, in that order for those employees affected; and if necessary, their pay shall be set in accordance with Article 38. Employees shall not be subjected to loss of pay or layoff pending suitable placement under this Section.

## ARTICLE 15 - EMPLOYMENT SECURITY

As a product of the joint efforts of the State and OCSEA, the following advisory groups

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will operate to address matters of mutual concern regarding employment security and/or assistance to dislocated or disabled workers:

**A. Joint Statewide Employment Security Committee**

The Joint Statewide Employment Security Committee shall continue to function as an oversight committee on the following matters:

1. Exploring alternate employment opportunities within each Agency for employees, from that Agency or other Agencies, who are disabled as a result of performance of their duties.

The Joint State/OCSEA Committee on Employment Security shall consist of not more than five (5) representatives from the Union and not more than five (5) representatives from the State. The committee will meet as needed and members will be released with pay, to include travel time, from their regularly scheduled work hours.

**B. Dislocated Worker Programs**

To the extent that funding through Rapid Response, or other funding source, is sufficient to support such efforts Worker Adjustment Committees and Regional Worker Adjustment Committees shall continue.

**1. Worker Adjustment Committees**

In the event of an anticipated layoff at a workplace, institution or single Agency where the number of employees displaced will exceed fifty (50), the State and OCSEA will jointly establish a Worker Adjustment Committee which will operate consistent with any applicable federal laws. The purpose of this committee will be to develop and implement assistance programs for displaced State employees including, but not limited

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to, career counseling, resume writing, job search skills development and assistance, job retraining, planning and preparation for employability, especially with other State Agencies. The committees shall be composed of an equal number of representatives from the Union and the Employer and members will be released with pay, to include travel time, from their regularly scheduled work hours.

**2. Regional Worker Adjustment Committees**

The six (6) Regional Worker Adjustment Committees (RWAC) shall continue to function with the goal of assisting those State employees who are displaced and are not covered by a Worker Adjustment Committee as described above, (i.e., the number of employees to be displaced does not reach the threshold of fifty (50) employees in a single Agency, work place or institution). The purpose of these committees will be to develop and implement assistance programs for displaced State employees within the region, including but not limited to, career counseling, resume writing, job search skills development and assistance, job retraining, planning and preparation for employability, especially with other State Agencies. Each committee shall be made up of an equal number of representatives from the Union and the Employer and members will be released with pay, to include travel time, from their regularly scheduled work hours.

**C. Transitional Work Programs**

Each Agency may elect to form a joint committee (or to utilize its Health and Safety Committee) to explore alternative employment opportunities within that Agency, or other Agencies, for employees who are disabled. These committees shall have the authority to discuss only those matters contained in this Article. These committees shall have no authority

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to amend or negotiate any matter, but may make recommendations regarding such matters. Each committee shall be made up of an equal number of representatives from the Union and the Employer and members will be released with pay, to include travel time, from their regularly scheduled work hours.

## ARTICLE 16 - SENIORITY

### 16.01 - Definitions

For purposes of this Agreement, the various forms of seniority shall be defined as follows:

A. "State seniority" - the total OCSEA bargaining unit seniority credits accrued since the employee's last date of hire with the State, except as modified by Section 16.02.

B. "Institutional seniority" - the total seniority credits accrued since the employee's last date of hire or transfer into the specific institution where the employee is currently employed; except that in the Department of Rehabilitation and Correction and the Department of Youth Services transfer of institutional seniority credits into newly activated institutions shall be as follows:

1. Bargaining unit employees who are transferred through the thirtieth ($30^{th}$) day after the first youth or inmate (other than cadre) arrives shall carry with them their institution seniority credits;
2. Bargaining unit employees who are transferred after the thirtieth ($30^{th}$) day from the time the first youth or inmate (other than cadre) arrives shall not be permitted to transfer institution seniority credits.

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C. "Seniority credit" - the total number of pay periods during which an employee held or had a right to return to a bargaining unit position, including periods of absence resulting from suspension, leaves of absence whether paid or unpaid, disability leave, leave for periods of Workers' Compensation (up to three (3) years), and layoff (for as long as the employee remains on the recall list). Part-time employees experiencing similar periods of absence shall be credited with seniority at a rate determined by the average hours in active pay status during their last six (6) full pay periods.

Except as provided under Section 16.02, continuous service will be interrupted only by resignation, discharge for just cause, disability separation, failure to return from a leave of absence or failure to respond to a recall from layoff. An employee who resigns to take a position with another State Agency, Board or Commission in a higher, same, or lower pay range and is hired within sixty (60) days has not experienced a break in seniority and service credits during the sixty (60) days.

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

**16.02 - Exceptions**

**A. Return from Disability Separation/Disability Retirement**

An employee who makes application for reinstatement within ~~three (3)~~ **two (2)** years

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from the date of disability separation or five (5) years from the date of disability retirement and is properly reinstated shall receive seniority credits and service credits for the period of disability separation/or disability retirement.

**B. Non-Bargaining Unit Service**

Except for classifications subsequently accreted to a bargaining unit covered by this Agreement, time spent in a non-unit position subsequent to July 1, 1986, other than temporary working level assignments and assignments to interim positions, by employees who were not covered by this Agreement on January 1, 1992, shall not be included in the determination of seniority credits but shall be counted for service credits. For employees covered by the Agreement on January 1, 1992, time spent in a non-unit position subsequent to January 1, 1992 - other than classifications subsequently accreted to a bargaining unit covered by this Agreement, temporary working level assignments and assignments to interim positions - shall not be included in the determination of seniority credits but shall be counted for service credits.

**C. Initial Probationary Period**

An employee in an initial probationary period shall have no seniority until completion of his/her probationary period. Upon the completion of said probation, the employee will acquire seniority from his/her original date of hire. An employee who has a continuous period of temporary, interim, intermittent or seasonal employment prior to receiving permanent appointment shall acquire seniority for such time only if that permanent appointment occurred prior to July 1, 1989.

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**D. Contiguous Intermittent Period**

**An intermittent employee's seniority is zero (0). If an intermittent employee is hired into a permanent position in any State Agency, Board, or Commission, the intermittent employee** ~~An employee who is in an intermittent position as of April 16, 2009~~ shall receive seniority credits for time worked as an intermittent up to one thousand (1,000) hours. **However, no seniority credit will be given for any period prior to June 18, 2009.** An intermittent who takes a position with any State Agency, Board or Commission subject to this Agreement who is hired within sixty (60) days of the termination of the intermittent status has not experienced a break in seniority and service credits during the sixty (60) days.

**16.03 - Ties**

Ties in State seniority shall be broken in the descending numeric order of the last four (4) digits of the employee's social security number. However, the posted seniority list will display the last four (4) digits of 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 (4) digits of all tied employees' social security number. The additional employees will be inserted into the list pursuant to their last four (4) digits of the social security numbers in descending numeric order. The list will then be maintained utilizing the employee ID number.

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**16.04 - Seniority Rosters**

Quarterly, the Employer shall prepare a roster of all bargaining unit employees in an institution, geographic jurisdiction or Agency as appropriate. The roster will list employees in descending order of State seniority credits and will contain each employee's name, State seniority credits, and Institutional seniority credits if applicable. Seniority rosters will be provided to the Chapter President or Assembly President and posted in the work areas of affected employees. Where available, the Employer may provide an electronic posting of the roster in lieu of a paper roster. Each employee's individual employee seniority credits will be displayed on the employee's earnings statement.

**16.05 - Statewide Seniority Credit Tribunal**

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 (2) OCSEA bargaining unit members, a representative from OCB and a representative from OCSEA.

Beginning May 15, 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

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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 September 1, 2009. Forms received after this date will be directed to an NTA process.

The Tribunal ~~shall convene no later than June 15, 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.

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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.

## ARTICLE 17 - PROMOTIONS, TRANSFERS, DEMOTIONS AND RELOCATIONS

### 17.01 - Policy

The Employer retains the right to determine which vacancies to fill by either 1) permanent transfer pursuant to Section 17.07; or 2) promotion, transfer or demotion. The determination of an excess is a Management right per Article 5 and is non-grievable and shall not be used to dispute the rationale for job abolishments and/or layoffs in Article 18.

The Employer retains the right to move an employee within the same facility and change the employee's job duties provided that the job duties fall within the employee's current classification specification.

The Employer has the right to move employees and positions through permanent relocations pursuant to Section 17.08.

### 17.02 - Definitions

A. "Permanent transfer" is the movement of an employee in the same classification, to a posted

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vacancy within the same Agency from either one county to another or from one institution to another.

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

C. "Permanent relocation" is the movement of an employee and his/her position to another location within the same headquarters county. Relocations do not constitute the filling of a vacancy.

D. "Headquarters county" is the county in which the employee is employed.

E. "Vacancy" is an opening in a permanent full-time or permanent part-time position within a specified bargaining unit covered by this Agreement which the Agency determines to fill and does not include those positions identified through mutual agreement between the Union and the Agency as being subject to reorganization, changes in appointment category (type), or a movement that constitutes a demotion.

Vacancies shall be filled by adhering to the following processes in the order set forth:

1. Permanent transfer as set forth in Section 17.07;
2. Bumping or displacement as set forth in Article 18;
3. Recall as set forth in Article 18;
4. Reemployment as set forth in Section 18.13;
5. Cross geographical jurisdiction bidding as set forth in Section 18.12;
6. Promotion as set forth in Article 17;

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7. Lateral transfer as set forth in Article 17 and;

8. Demotions as set forth in Article 17.

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

G. "Demotion" is defined as the movement of an employee to a position in a classification with a lower pay range within the same Agency. A lower pay range is defined as a pay range in which the first or last step has a lower rate of pay than the first or last step of the pay range to which the employee is currently assigned.

H. "Inter-Agency Transfer" is defined as an employee-requested movement to a posted vacancy in a different Agency. Should the employee be selected for an inter-Agency transfer to a position with a higher pay range than that currently held by the employee, the employee shall be placed in the step to guarantee an increase of approximately four percent (4%). Should the employee be selected for an inter-Agency transfer to a position in the same pay range currently held by the employee, the employee shall be placed in the same step of the pay range. Should the employee be selected for an inter-Agency transfer to a position in a lower pay range than that currently held by the employee, the employee shall be placed in the step closest to but not to exceed the step currently held by the employee. Nothing in this Section precludes the Employer from utilizing an advance step placement at its discretion.

**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

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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.

**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:

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.

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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**, including intermittents**.
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.

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**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 to grieve non-

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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. 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. 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%)

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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 thirty percent (30%) 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.

**17.06 - Proficiency Instruments/Assessments**

The Employer may use proficiency testing and/or assessments to determine if an applicant meets minimum qualifications and, if applicable to rate applicants pursuant to Section 17.05. Proficiency tests or other assessments shall be released only to a Union designee who is not an employee of the State of Ohio that will use a review process that assures maintenance of security and integrity of the test.

**17.07 - Permanent Transfers**

A. When it is determined by the Employer that a vacancy exists in a classification for which there are excessive employees located in an institution or in counties other than the headquarters county of the vacant position, then the permanent transfer vacancy posting process may be utilized. In this case, only employees in the same classification as the posted vacancy located in the declared areas of excess shall be eligible to apply for the vacancy.

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Applications shall be listed according to those in the same classification who possess and are proficient in the minimum qualifications of the classification specification and position description of the posted position in descending order of the most senior to the least senior. The applicant who possesses and is proficient in the minimum qualifications of the classification specification and position description and has the most seniority shall be selected.

B. The successful applicant(s) for all permanent transfers shall serve a trial period equivalent to one-half (1/2) the probationary period that corresponds to the classification of the vacancy as listed in Section 6.01. During this trial period, the Employer maintains the right to place the employee back in the previous site prior to the transfer if the employee fails to perform the job requirement of the new position to the Employer's satisfaction.

C. Each Agency will identify the areas deemed to be in excess and will notify the Union of excesses as soon as practicable. Notices to the Union of a layoff or job abolishment shall be considered adequate notice of an excess.

Each Agency, with the Office of Collective Bargaining's approval, may negotiate with the Union to establish a procedure for the permanent transfer of positions and personnel.

**17.08 - Permanent Relocation**

Permanent relocations do not apply where there are Pick-A-Post and/or Work Area Agreements.

Due to shifts and changes in operational need, scope, and/or mission of an Agency, the Employer maintains the right to permanently relocate an employee and his/her position to another location within the same headquarters county.

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Permanent relocations shall function as follows:

A. The Agency shall canvass the areas of excess for volunteers to move to the area of need. This canvass shall be accomplished by a posting of the relocation opportunity for three (3) workdays.

B. The Agency shall relocate the volunteer that possesses and is proficient in the minimum qualifications and has the most seniority.

C. If there are no volunteers in the area(s), the Agency may relocate the employee with the least seniority who possesses and is proficient in the minimum qualifications of the classification specification in the position description, to the area of need.

D. In cases of involuntary relocation, the employee has a preferential right to return to the previous job site from which he/she was relocated for up to one (1) year, provided that there is a need or a posted vacancy in the same classification as the relocated employee.

E. The permanently relocated employee shall only be relocated to perform duties appropriate to the same classification which he/she holds. Such relocation(s) do not constitute the creation or filling of a vacancy pursuant to Section 17.02.

Each Agency, with the Office of Collective Bargaining's approval, may negotiate with the Union to establish a procedure for the relocation of positions and personnel.

**17.09 - Nepotism**

No employee shall be directly supervised by a member of his/her immediate family. "Immediate family" is defined for the purposes of this Section to include: spouse or 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, parent, stepparent,

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grandparent, great-grandparent, brother, sister, step-sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or legal guardian or other person who stands in the place of a parent.

**17.10 - ODOT Temporary Work Assignment**

Nothing herein will circumvent provisions of the 1,250 hour temporary work assignment referenced in Paragraph D of the ODOT Agency Specific Agreement.

## ARTICLE 18 - LAYOFFS

**18.01 - Layoffs**

Layoffs of employees covered by this Agreement shall be made pursuant to ORC 124.321-.327 and Administrative Rule 123:1-41-01 through 22, except for the modifications enumerated in this Article.

**18.02 - Guidelines**

Retention points shall not be considered or utilized in layoffs. Performance evaluations shall not be a factor in layoffs. Layoffs shall be on the basis of inverse order of State seniority. After the formal notice of layoff has been issued, an employee may volunteer to accept a layoff up until two weeks prior to the effective date of the layoff or the date of the paper layoff. If employees volunteer to accept a layoff after the date of the paper layoff, the results of the paper layoff will be implemented.

If the affected employee is not qualified to perform the duties of the least senior person, the employee will be able to displace the next least senior person to a position he/she is qualified to perform.

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An employee shall not be required to accept a position with a lesser appointment type until the employee has had the opportunity to exercise displacement rights pursuant to 18.04. This does not prevent an employee in a part-time appointment category from bumping an employee in a full-time category.

For purposes of this Article "classification series" is defined as those classifications with the same first four digits of the classification series number.

At any time, an employee can choose to accept a vacancy in lieu of bumping. Employees must exhaust all available bump options in their appointment type including vacancies before they are eligible to displace in the Agency geographic jurisdiction.

**18.03 - Implementation of Layoff Procedure**

The Employer shall conduct a "paper layoff" except where Agencies are funded by multiple funding sources where a reduction in a funding source requires the Agency to reduce positions immediately. In such situations, the Employer may implement the first round of reductions without conducting a "paper layoff." In this instance, where the resulting bumping requires a second round of layoffs, the Employer will then conduct a "paper layoff."

The Agency shall submit notice of a layoff to the Union no later than the time at which the Agency submits its rationale to DAS/**Human Resources** Division ~~of Personnel~~. The Union shall be provided an opportunity to discuss the layoff with the Employer prior to the date of the "paper layoff."

**Paper Layoff**

The Employer shall execute a layoff by identifying a time period when all potentially affected employees can exercise their order of displacement before implementation of the "paper

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layoff." All affected employees shall exercise their order of displacement in writing so that once the "paper layoff" is implemented, employees shall assume their new positions or be placed on the recall list.

The parties agree to establish an operations area that can be used to coordinate the layoff and related personnel transactions during the time period when employee assignments will be confirmed. This operations area will include necessary Management and the Union representatives. OCSEA staff representatives may also be in attendance.

This procedure shall provide for the following:

A. The Employer and the Union will share all information about the order of displacement and will make all reasonable efforts to assure that each employee receives this notice and returns the order of displacement form.

B. All potentially affected employees will be given and will complete an Order of Displacement Form that identifies potential options including the appointment type. Employees will be given five (5) working days to return the form. Copies of the form will be sent by the Employer to the Union.

C. All operations areas will have a specific schedule that will be made known to all representatives and employees.

D. All employees will be advised that they will receive written notice of their final status when the displacement process is completed.

E. If an employee has not completed the Order of Displacement Form and cannot be reached within fifteen (15) minutes, a Union designee will make a selection on the employee's behalf. The selection shall be based on the criterion set forth in this Article. This choice will be final.

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F. At the time the Order of Displacement Form is given to affected employees, the appropriate seniority list in regards to Appendix J shall be made available to the employees for review when completing the Order of Displacement Form.

**18.04 - Bumping in the Same Office, Institution or County**

The affected employee may bump the least senior employee in an equal or lower position in the same, similar or related class series within the same office, institution or county (see Appendix I). Displacement shall occur in the following manner:

A. Bump the person with the least State seniority in the same classification title.

B. Bump the person with the least State seniority in a classification in the same or equal pay range.

C. Bump the person with the least State seniority in the next lower classification title in the classification series from which they were displaced.

D. Bump the person with the least State seniority in a classification in the same or equal pay range of the classification title used in Section 18.04 (C), in descending order.

If there are no Agency specific or local agreements to the contrary, employees covered by Work Area Agreements will be recanvassed.

**18.05 - Bumping in the Agency Geographic Jurisdiction**

If the affected employee is unable to bump within the office, institution or county, then the affected employee may bump the least senior employee in an equal or lower position in the same, similar or related classification series (see Appendix I) and within the appropriate geographic jurisdiction of their Agency (see Appendix J) in accordance with 18.04, except that the manner of bumping is modified as follows:

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A. Affected employees will be asked to prioritize the location(s) pursuant to Appendix J where bumping options may be available.

B. Once the affected employee has identified priorities per Appendix J, the employee shall bump into a vacancy in the same classification and appointment type. If no vacancy is available in the same classification and appointment type in prioritized location(s), then the order of bumping identified in Section 18.04 shall be followed.

C. Once prioritized locations are identified, employees will be first offered displacement opportunities in accordance with Section 18.04 in descending order in their first two (2) prioritized location(s). Displacement into the first two (2) prioritized location(s) shall be organized by appointment type and in accordance with Section 18.04:

   1) Full-time employees shall have the option to displace lesser appointment categories in descending order only if no full-time options are available.

   2) Employees who cannot displace in their current appointment category can displace a least senior employee starting with full-time and then other appointment types in descending order except as modified by Agency Specific Agreements.

D. Once the affected employee has identified priorities for Appendix J and has exhausted options in paragraph C above, the employee shall bump into a vacancy in the same classification and appointment category in the remaining selected locations. If no vacancy is available, then the order of bumping identified in Section 18.04 shall be followed.

**18.06 - Previously Held Classifications**

If the affected employee has exhausted all of his/her bumping rights as set forth in Sections 18.04 and 18.05, then the affected employee shall have the option to bump the least

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senior employee in the classification, within the geographic jurisdiction as defined by Appendix J, which the affected employee had most recently held within the five (5) year period in the chronological order that other classifications were previously held.

**18.07 - Bumping Outside the Unit**

A. Bargaining unit employees shall first exhaust all bumping rights under Sections 18.04, 18.05 and 18.06. If no bumps are available, they may bump outside the bargaining unit into exempt classifications with lesser appointment category (type) according to the order of layoff provisions found in the Revised Code and Administrative Code and incorporated by reference into this Article.

Bargaining Unit employees who bump exempt positions ~~in lesser appointment categories (types) that are outside the bargaining unit shall be given the maximum retention points available for their performance evaluations. This award of retention points is to be done under the Code provisions that state if a performance evaluation is not completed, the employee receives the maximum points available [123:1-41-09(B)(3)]. The remainder of the employee's retention points~~ shall be ~~calculated~~ **awarded retention points** according to the Code provisions. (See 123:1-41-09)

B. Once bargaining unit employees bump an exempt position outside the bargaining unit, subsequent displacements shall occur according to the appropriate provisions of the Revised Code and the Administrative Code, and the bargaining unit employees shall have no further rights except those rights set forth in Sections 18.11, 18.12 and 18.13.

**18.08 - Limits**

There shall be no inter-Agency bumping. There shall be no inter-unit bumping except in

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those cases allowed by current administrative rule or where a class series overlaps more than one (1) unit.

**18.09 - Geographic Divisions**

The jurisdictional layoff areas shall not be utilized. Instead, the geographic divisions of each Agency shall be used (see Appendix J).

**18.10 - Classification Groupings**

For the purposes of this Article, Appendix I shall be changed as follows: In Unit 4 groupings 3 and 4 shall be combined.

**18.11 - Recall**

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

The laid off employee with the most State seniority from the same, similar or related classification series for whom the position does not constitute a promotion as defined in Article 17, and who prior to his/her layoff, held a classification which carried with it the same or higher pay range as the vacancy, shall be recalled first (see Appendix I). All employees who are laid off or displaced out of their classification shall be placed on the recall list by the effective date of their layoff. An employee shall be recalled to a position provided the affected employee is qualified to perform the duties. Any employee recalled under this Article shall not serve a new probationary period, except for any employee laid off who was serving an original or promotional probationary period which shall be completed. Employees shall have recall rights for a period of twenty-four (24) months.

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Notification of recall shall be by certified mail to the employee's last known address or hand delivered to the employee with proof of receipt. Employees shall maintain a current address on file with the Agency. Recall rights shall be within the Agency and within recall jurisdictions as outlined in Appendix J. If the employee fails to notify the Agency of his/her intent to report to work within seven (7) days of receipt of the notice of recall, he/she shall forfeit recall rights. Likewise, if the recalled employee does not actually return to work within thirty (30) days, recall rights shall be forfeited.

Any employee accepting or declining recall to the same, similar or related classification series and the same appointment category (type) from which the employee was laid off or displaced shall be removed from the recall and reemployment list if recalled to his/her original classification and appointment category (type). Except that any employee declining recall to a different appointment category (type) than that from which he/she was laid off or displaced shall be removed from the recall list for that appointment category (type).

**18.12 - Bidding Rights for Employees on Layoff**

Notwithstanding the provisions of Article 17 and the other provisions of this Article a laid off employee may submit an application for any posted vacancy outside of his/her geographic area or for any posted vacancy in the same office, institution or county from which the employee was bumped, in the same, similar or related classification series from which he/she was laid off or displaced. However, this opportunity is limited to lateral transfer and demotion. This opportunity shall be offered only in the Agency from which the employee was laid off. Applications from such laid off employees shall be sorted and considered before any other applications pursuant to the provisions of Article 17. Among such employees submitting

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applications who meet the minimum qualifications as stated in the Position Description and Classification Specification the most senior applicant shall be awarded the vacancy. A laid off employee who is offered a position and declines shall not be automatically awarded other positions for which he/she applies in the classification from which he/she was laid off.

**18.13 - Reemployment**

If the vacancy is not filled pursuant to Section 18.14, then the Employer must offer reemployment rights to the classification from which an employee was laid off or displaced provided the employee is qualified to perform the duties. Such rights shall be for twenty-four (24) months.

Any employee accepting or declining reemployment to the same classification and same appointment category (type) from which the employee was laid off or displaced shall be removed from the recall and reemployment list if reemployed to his/her original classification and appointment category (type). Except that any employee declining reemployment to a different appointment category (type) than that from which he/she was laid off or displaced shall be removed from the recall list for that appointment category (type).

Reemployment rights shall not exist for employees assigned to holding classifications as a result of the deletion of a classification from the classification plan.

Employees who were assigned to a holding classification because they were not performing duties consistent with their classification at the time of the Classification Modernization Study and whose classification held prior to the Classification Modernization Study still exists, will have reemployment rights to the last classification held prior to assignment to the holding classification.

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Employees whose classification prior to the Classification Modernization Study was retitled or allocated to a new classification will also have reemployment rights to the retitled classification or to the classification to which their former classification was allocated.

**18.14 - Placement**

Notwithstanding any other provisions of Article 17, the Union and the Agency or Agencies may agree, in writing, to place an employee to be laid off in an existing vacancy which may not be otherwise available. Such agreement shall take precedence over any other Section/Article of this Agreement. However, such placement shall not result in the promotion of the affected employee. All employees placed into existing vacancies under this Section shall retain recall and reemployment rights pursuant to the provisions of this Article.

**18.15 - Service Credits**

An employee who is laid off and reemployed, i.e., not recalled by any State Agency but is hired by any State Agency within twenty-four (24) months, shall continue to earn service credits while on layoff.

**18.16 - Inter-Agency Merger**

The State agrees that the Union shall be included in discussions of inter-Agency mergers. The Union will have a role in discussing bargaining unit members' continued employment and other affects on their membership. This paragraph shall not constitute a waiver of any rights.

**18.17 - Alternate Procedures**

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

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**18.18 - Layoff Committee**

The parties shall each appoint four (4) members to a committee to review, discuss, and examine the layoff process and offer solutions to unforeseen problems that might arise from the application of this Article. The committee shall meet as often as mutually determined that there is a need.

**18.19 - Notice to Other Agencies**

The State and the Union have a joint interest in providing job security, where possible, to State of Ohio employees. To that end, the Agencies will provide information regarding their current vacancies to the Department of Administrative Services (DAS). This information may be provided on an on-going basis through access to a website listing or by other electronic or written means.

At the time an Agency submits a rationale to implement a layoff, abolishment or closing, a list of affected employees and their classification and headquarters county will be made available to DAS. This list will be provided to all Agencies that utilize the affected classifications. DAS will also provide to the Union, the affected Agencies, and the Statewide Employment Security Committee (Article 15) access to the vacancies identified by the Departments prior to the effective date of the layoff.

Agencies and institutions receiving notice of available job vacancies shall make the information regarding the vacancies available to the employees being laid off.

Any mistakes or omissions regarding this notice provision contained in Section 18.19 are not grievable.

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## ARTICLE 19 - WORKING OUT OF CLASS

### 19.01 - Position Descriptions

New employees shall be provided a copy of their position description. When position descriptions are changed, employees shall be furnished a copy. Any employee may request a copy of his/her current position description and classification specification.

### 19.02 - Grievance Steps

**Step One - Filing the Grievance with the Agency Director or Designee**

If an employee or the Union believes that he/she has been assigned duties not within his/her current classification, the employee or the Union may file a grievance with the Agency Director or designee. The Agency Director or designee shall investigate and issue a decision after review and approval by the Office of Collective Bargaining, within thirty-five (35) calendar days. A copy of the Director's or designee's decision and a legible copy of the grievance form shall be provided to the grievant and OCSEA Central Office. If the parties mutually agree, a meeting to attempt to resolve the grievance may be held at the grievant's work site prior to the issuance of the decision of the Director or designee. A request by the Office of Collective Bargaining to discuss the resolution of the grievance shall not extend the twenty (20) day period within which the Union has a right to appeal the matter to arbitration under Step Two. If the Director or designee determines that the employee is performing duties which meet the classification concept and which constitute a substantial portion of the duties (i.e., twenty percent (20%) or more of the employee's time if to a higher classification or eighty percent (80%) of the employee's time if to a lower classification) specified in another classification specification, the Director shall order the immediate discontinuance of the inappropriate duties being performed by

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the employee, unless the parties agree to the reclassification of the person and position pursuant to the provisions of this Article. If the duties are determined to be those contained in a classification with a lower pay range than the employee's current classification, no monetary award will be issued.

If the duties are determined to be those contained in a classification with a higher pay range than that of the employee's current classification, the Director or designee shall issue an award of monetary relief, provided that the employee has performed the duties as previously specified for a period of four (4) or more working days. The amount of the monetary award shall be the difference between the employee's regular hourly rate of pay, and the hourly rate of pay at the applicable step of the higher pay range for the new classification. The applicable step shall be the step in the higher pay range which is approximately four percent (4%) higher than the current step rate of the employee. If a step does not exist in the higher pay range that guarantees the employee approximately a four percent (4%) increase, the employee will be placed in the last step of the higher pay range. The placement into the last step does not necessarily guarantee a four percent (4%) increase. If the higher level duties are of a permanent nature as agreed to by the Union and the Employer, the employee shall be reclassified to the higher classification.

If the duties are determined to be those contained in a classification with a lower pay range eighty percent (80%) or more of the time than that of the employee's current classification: 1) the Director or designee shall issue an award to cease the assignment of the lower level duties, and take appropriate action to assign duties consistent with the employee's current classification; or 2) the parties mutually agree to reclassify the employee to the lower level classification, the employee may be reassigned to the appropriate classification; or 3) if the duties cannot be

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assigned by the Employer, other actions, as appropriate, may be initiated under this Agreement. Management shall discuss options with the Union.

In no event shall the monetary award be retroactive to a date earlier than four (4) working days prior to the date of the filing of the original grievance. The date of the filing of the grievance shall be determined by the postmark or other evidence of delivery, whichever is earlier, to the Agency.

**Step Two - Appeal to Arbitration**

Grievances which have not been settled under the foregoing procedure may be appealed to arbitration by the Union by providing a written appeal and a legible copy of the Working Out of Class grievance form to the Deputy Director of the Office of Collective Bargaining within twenty (20) days of the Step One answer or the date such answer was due. If the Employer fails to issue the answer and legible copy of the grievance form to the Central Office, the Union may appeal the grievance to arbitration at such time as it discovers such failure to timely answer, but not more than one hundred twenty (120) days from the original filing of the grievance.

The parties shall schedule an arbitrator to determine if an employee was performing the duties which meet the classification concept and consist of a substantial portion of the duties (i.e., twenty percent (20%) or more of the employee's time if to a higher classification or eighty percent (80%) of the employee's time if to a lower classification) as specified in the classification specification other than the one to which the employee is currently assigned and for what period of time.

Present at the hearing shall be a Union representative, the grievant or the employee whose duties are being challenged, and a Management representative and Agency designee who

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will present their arguments to the arbitrator. The employee's position description will be admitted into evidence at the hearing. If the Union disagrees with the accuracy of the position description, it may file objections with the Management advocate accompanied by its version of what actual duties were performed at least two (2) days in advance of the arbitration hearing. The objections filed by the Union will be admitted into evidence. The arbitrator will issue a binding bench decision at the conclusion of the hearing, which will identify if the employee was working out of classification and for what period of time. If the arbitrator determines that the employee is performing duties in a classification which carries a higher pay range than the employee's current classification, the arbitrator shall order the Employer to immediately discontinue such assigned duties. If the arbitrator determines the duties of the position to be of a lower classification, the arbitrator shall order the Employer to immediately discontinue such assigned duties. The arbitrator's decision concerning a lower classification is restricted to determining whether duties are performed for a substantial portion of time. Only when the employee is performing duties inconsistent with the employee's original classification assignment more than eighty percent (80%) of the employee's time will a determination be made to instruct the Employer to discontinue the assigned duties.

The determination of a monetary award shall be in accordance with Section 19.02 Step One above. However, if the Union and the Office of Collective Bargaining agree that the higher level duties are of a permanent nature and that the situation is otherwise in compliance with the provisions of this Article, they may mutually agree to reclassify the employee to the higher level classification. Likewise, the parties mutually agree to reclassify the employee to a lower classification.

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The remedy ordered at any step of the grievance procedure, including a monetary award, shall be in accordance with Section 19.02 Step One, above.

The expenses of the arbitrator shall be borne equally by the parties.

**19.03 - Holding Classes**

Grievances may be filed and processed pursuant to this Article with respect to those alleged duties performed by an individual in a holding classification which are contained in a classification which carries a higher pay range than the employee's current classification. The documents for comparison by the arbitrator shall be:

A. The employee's current position description;

B. The classification specification in effect at the time of the appeal, which is the non-holding equivalent to the employee's current classification; and

C. Current classification specification containing the duties the employee or Union alleges are those of the higher classification.

At no time will an employee in a holding classification suffer a loss of their rights and benefits under this Agreement.

The remedy ordered at any step of the grievance, including a monetary award, shall be in accordance with Section 19.02 Step One above.

**19.04 - No Pre-positioning**

Article 19 shall not be used to pre-position employees. The parties recognize that some jobs change over time. Normal changes in job duties are not to be considered pre-positioning.

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## 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~~**D**), who shall have the right to choose among any qualified health plans which are available in their area.

**B. Open Enrollment**

~~At least~~ ~~e~~**E**very ~~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

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employees and employee attendance at the fairs will be allowed and encouraged subject to the legitimate scheduling needs of the Employer.

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.

**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:

C**overage** **c**hanges ~~from single to family and family to single~~ may occur if requested within thirty-one (31) days of any of the following events:

1. 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~~ **the event**.
2. 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. 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~~ **the event**.

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4. 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~~ **the event**.
5. 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. 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. If the plan receives a Qualified Medical Child Support Order (QM~~E~~**CSO**~~D~~) 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 QM~~E~~**CSO**~~D~~.
8. 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. 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

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benefits under Section 1928 of the Social Security Act (the program for distribution of pediatric vaccines).

Requests for changes pursuant to Sections (1) through (9) must be supported by proper documentation.

10. 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. Eligibility**

All permanent full-time and part-time employees, including established-term appointments (ETAs) 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. 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.

The following dependents are eligible for coverage:

1. The employee's current legal spouse.
2. a. **Medical Benefits:** ~~T~~**t**he employee's ~~unmarried~~ children until the end of the month in which they reach ~~19~~ **26** (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~~);

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b. **Vision and Dental Benefits:** ~~T~~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 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.

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**E. 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 (4) 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

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the ~~Executive Director~~ **President**, OCSEA**, or designee**. 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.

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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 customer service issues and work with DAS Benefits Administration Services to resolve those issues.

   c. Review claim appeal and other dispute resolution procedures.

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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.

3. Communications

a. Make recommendations regarding open enrollment.

b. Review communication materials prior to distribution to employees.

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

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

**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

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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 ($1.00) per month, per employee, enrolled in a health plan, and may be adjusted based upon a review of reports of revenue and expenditures of the account maintained for such purposes, as recommended by the JHCC to the DAS Director. The surcharge shall be equally split between the Employer's and the employee's premium share (e.g., fifty cents ($.50) 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.

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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.

**20.03 - Health Plan Characteristics**

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.

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**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 administration 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

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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, 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.
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

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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

      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.

   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

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(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

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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 seventy-five dollar ($75.00) 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. If such visit, house call, or consultation is covered on an out-of-

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network basis, the participant shall pay a thirty dollar ($30.00) co-payment **with no coinsurance or deductible**.

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 include at least the following:

(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). 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, 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

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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 (1) in five (5) years, one (1) screening or diagnostic mammography during that five (5) year period; age 40 and older, annually covered; high risk individuals as needed, regardless of age. 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 prenatal outreach program to encourage prenatal care beginning in the first trimester.

(6) Well child care. 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.

(8) PSA Testing

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

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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 (2) visits per patient per condition per year.

k. Physical therapy.

l. Occupational therapy.

m. Speech therapy.

n. Chiropractic services.

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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 supplies, insulin and durable medical equipment (including insulin pumps where medically necessary) covered at one hundred percent (100%) with no deductibles, co-payments or co-insurance upon participation in a diabetes disease management program.

t. Ambulance service.

u. Tubal ligation.

v. Vasectomy.

w. Hemodialysis.

x. Hospice services, with one hundred percent (100%) coverage of medically appropriate care (with no deductibles, co-pays or arbitrary day or visit limits).

y. Durable medical equipment.

z. Mental health services are provided as described in Section 20.03 (C)(5).

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aa. Birth control, including oral contraceptives, patches, IUDS, injectables, implantable contraceptives and diaphragms.

bb. Cancer Clinical Trials

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. 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. Pre-authorization is required. A participant should contact the health plan 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.

cc. Voluntary family planning services.

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

**ee. Smoking cessation.**

3. Pharmacy Benefits

a. Pharmacy benefits are available to all State of Ohio employees and their dependents enrolled in a health plan.

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

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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 ninety (90) day maintenance drug program.

d. The pharmacy vendor may not remove from its formulary or require preauthorization for any prescription drug that is among its ten (10) most frequently prescribed drugs unless the 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 with easy access to pharmacies throughout the state. Co-pays for a thirty (30) day supply of prescription drugs including coverage of prescriptions from a licensed dentist are: ten dollar ($10.00) co-payment for generic, twenty-five dollar ($25.00) co-pay for a formulary brand name drug and a fifty dollar ($50.00) 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 ($50.00) and the difference in cost between the generic equivalent and the non-formulary brand name drug.

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**Preventative medication may be provided at no cost as required by the Affordable Care Act.**

f. Mail Order Drug Program

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.

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 ($25.00). 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:

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a. Services which would be provided free of charge in the absence of insurance.

b. Local anesthesia when billed separately, and hypnotism 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.

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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 **for other than diabetics**.

n. Orthotics **for other than diabetics**.

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, implantable contraceptives and 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.

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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~~z. Charges for mileage costs or for completion of claims forms or for preparation of medical reports.

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~~bb~~**aa**. Services rendered beyond the period of time generally considered necessary for diagnosis of mental retardation or mental deficiency.

~~cc~~**bb**. Services rendered for a psychiatric condition usually considered to be irremediable, except for the purpose of diagnosis of the condition as being irremediable.

~~dd~~**cc**. Any services rendered primarily for training or educational purposes; self-administered services; services directed toward self-enhancement.

~~ee~~**dd**. Treatment programs **and services** 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~~**ee**. Clinic charges which are services billed by a resident, intern or other employee of a hospital or skilled nursing facility.

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

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

~~ii~~**hh**. 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~~**ii**. Hepatitis B vaccinations provided for employees pursuant to other terms of a Collective Bargaining Agreement.

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

5. Mental Health/Substance Abuse **Plan Characteristics**

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 **consistent with mental health parity provisions** ~~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.

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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 twenty (20) miles of their home; an inpatient provider shall be available within sixty (60) miles of an employee's home;

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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~~**l**. Separate, appropriate diagnostic capacity for discrete categories of illness (e.g., mental health, substance abuse, eating disorders);

~~n~~**m**. Internal financial arrangements which will not encourage under-treatment, placement at inappropriately low levels of treatment, or withholding of treatment;

~~o~~**n**. 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

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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 administration 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.

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**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.

**When a plan is determined to be secondary, it acts to provide benefits in excess of those provided by the primary plan. If a health plan is the secondary payer, the secondary plan shall not be required to make payment in an amount which exceeds the amount it would have paid if it were the primary plan. But, in no event, when combined with the amount paid by the primary plan, shall payments by the secondary plan exceed one-hundred percent (100%) of expenses allowable under the provisions of the applicable policies and contracts.**

**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;

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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. 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. The Director of DAS upon recommendation by the JHCC will determine the number of health plans offered to employees in each county or other appropriate geographic grouping. In addition, a statewide plan 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

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multiple plan designs and networks and delivery models for medical and drug benefits. If the administrator of the plan is unable to provide a network outside of Ohio, it shall also make available an indemnity plan to State employees assigned to work outside of Ohio.

B. During the evaluation and selection process, cost will be weighted at no more than fifty percent (50%) of the total. The financial part of the evaluation tool can be increased beyond fifty percent (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.

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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. 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 PPO single and family rates.~~ Employees who include a spouse as a dependent for healthcare coverage shall pay a surcharge of twelve dollars and fifty cents ($12.50) per month in addition to the family premium.

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

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 (ETAs) employees (unless modified by Agency-Specific Agreement) according to the schedule in 20.05(C), provided that all part-time employees who were grand-fathered under the provisions of

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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 biweekly 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 biweekly 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 (6) biweekly pay periods at the time that a pay period including January 1 or July 1, commences, calculations

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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 **with premium changes** 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.

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

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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 in Section 20.04 (A), employee out-of-pocket maximums for a benefit period shall not exceed $1,500 for single coverage and $3,000 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 $1,500 for single coverage and $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.

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

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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 five hundred dollars ($2,500) for tax year 2013** ~~two thousand ($2,000) for tax year 2007. This amount will be increased to three thousand ($3,000) 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.

**20.06 - Voluntary Supplemental Benefit Plans**

The only voluntary supplemental benefit plans offered to State employees whether provided through insurance or otherwise will be those selected via a State administered request for proposal process or pursuant to Article 21 of this Agreement. Only those employees enrolled in a voluntary supplemental benefit plan as of March 1, 2006 that was not selected pursuant to this paragraph may continue to participate in such program.

## ARTICLE 21 - UNION BENEFITS TRUST

**21.01 - Trust Governance**

The Union Benefits Trust (Trust) established on January 27, 1993, shall remain in effect for the duration of this Agreement for the purpose of offering dental, life, vision and other designated benefits to State of Ohio bargaining unit employees and their dependents. With the concurrence of the State Trustee, which shall not be unreasonably withheld, the Trust may also

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offer and administer benefits for non-State public sector employee participants provided that the Employer incurs no expense or liability as a result of such action. In the event such benefit plans are extended to non-State employee groups, appropriate separate accounting shall be incorporated by the Trust to clearly identify fund impacts.

The Union Benefits Trust shall be governed by a Board of Trustees selected in accordance with the Trust Agreement executed on January 27, 1993, as amended from time to time. Trustees who are State employees in active pay status will receive time off with pay at their regular rate to participate in Trust meetings and conferences. The Management co-chair of the JHCC established pursuant to Article 20, or an alternate designated by OCB, shall serve as a member of the Board of Trustees.

The Trustees shall be responsible for establishing rules, regulations, and definitions of eligibility concerning Trust-provided benefits for its participants and shall have fiduciary responsibility for the administration of the Trust pursuant to the Trust Agreement and the laws of the State of Ohio. The Trust shall have the right to establish contracts with administrators and carriers for benefits and other business purposes.

**21.02 - Trust Benefits for State Employees**

The Trust shall offer dental, life, and vision benefits to eligible full-time and part-time employees upon an employee's completion of one (1) year of continuous State service. Time spent on leave under the Voluntary Cost Savings Program (Appendix R) ~~or as a Cost Savings Day (Article 36.11)~~ shall count toward the employee's continuous service time. Except as otherwise provided for in an Agency Specific Agreement, beginning with the effective date of this Agreement all established term employees whose total State service from the employee's

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original date of hire is twenty-six (26) pay periods or greater, will be eligible for benefits provided by the Trust. The Employer's contribution will cease on the employee's interruption date or termination date. Trust dental benefits plans which are self-insured shall have the same coordination of benefits (COB) as applied to the Employer's self-insured health plan.

In the event a bargaining unit employee goes on extended medical disability or is receiving OIL, Salary Continuation, or Workers' Compensation benefits, the Employer shall continue payments to the Trust pursuant to Section 21.05 for the period of such disability, but not beyond two (2) years.

The Trust may provide other supplemental benefits to employees and their dependents at no direct cost to the Employer. In no event shall the Trust provide Disability Gap Insurance designed to enhance the Disability Program agreed to in this Agreement.

**21.03 - Payroll Deductions**

The Employer shall provide payroll deduction of premiums or fees for voluntary life insurance or other voluntary benefit programs established by the Trust.

**21.04 - Administrative Agreement Between the Union Benefits Trust and the Employer**

The July 1, 1993, implementation agreement between the Ohio Department of Administrative Services and the Trust, as amended effective March 1, 2000, shall remain in effect unless and until the agreement is altered by mutual agreement between the Trust and the Employer.

**21.05 - Payments**

Effective July 1, 2006, the amount transmitted per month per employee shall equal seventy dollars ($70.00), continuing until further modification. Employees on leave under

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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.

**21.06 - Non-Bargaining Unit Coverages for State Employees**

The Employer may determine to place non-bargaining unit employees of the State in the Trust for purpose of dental, life, vision and other benefits administered by the Trust by providing not less than ninety (90) days advance written notice to the Trust. In the event such employees are placed in the Trust, they shall not be withdrawn for a period of two (2) years, and only upon not less than ninety (90) days advance written notice of such withdrawal. Non-bargaining unit employees shall not be placed in the Trust until the Employer and the Trust have agreed upon Employer contributions to the Trust for such non-bargaining unit employees and applicable administrative procedures for such transition and reasonable administrative fees to be paid to the Trust.

In order to minimize the administrative inconvenience to the Employer and such employees as a result of the employees being required to change insurance carriers and benefits administrators due to transition in or out of bargaining unit through promotion, transfer or otherwise, the Employer shall, to the extent possible, utilize the same vendors as are selected by

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the Trust for such benefits, providing such vendors provide services to the Employer on terms no less favorable than for the Trust. The Trust will cooperate with the Employer to the extent feasible in this regard.

## ARTICLE 22 - PERFORMANCE EVALUATION

### 22.01 - Use

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

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

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

### 22.02 - Limits

Measures of employee performance obtained through production and/or numerical quotas shall be a criterion applied in evaluating performance. Numerical quotas or production standards,

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when used, shall be reasonable and not arbitrary or capricious.

Performance evaluations shall not be a factor in layoffs.

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

**22.03 - Appeals**

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

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

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

The appeal shall contain a reason and/or documents to identify why the performance evaluation is not accurate. Any documents used by the Employer in evaluating an employee's performance shall be furnished by the Employer to the employee upon request. The Agency designee may hold a conference or do a paper review of the performance evaluation. A written response will be issued within fourteen (14) calendar days after the appeal is requested. The performance evaluation appeal process is not grievable, except as outlined below:

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If an employee is denied a step increase because his/her overall performance is rated "unsatisfactory," the employee may appeal such action directly to Step Three of the Grievance Procedure. If the grievance is unresolved at Step Three, appeal may be taken to the Office of Collective Bargaining. No further appeal may be taken. Should the appeal be successful, the step increase shall be retroactive to the date on which it was due. If the employee's performance evaluation is not completed on time, the employee shall not be denied a step increase.

## ARTICLE 23 - PERSONNEL RECORDS

### 23.01 - Personnel Files

The Department of Administrative Services shall retain only such records it deems necessary for auditing purposes in order to support payroll and personnel actions. All other matters pertaining to an employee will be retained within the Agency for which the employee works. In the case of employees working for the Department of Administrative Services, all other matters pertaining to an employee will be retained within Employee Services of the Department of Administrative Services.

Employee personnel files, disciplinary records, and grievance records located at institutions shall be maintained in a manner that does not provide access to inmates, residents and youths.

### 23.02 - Review of Personnel Files

Employees and/or their authorized Union representatives shall have the reasonable right to review the contents of their personnel files. Employees shall have access to all materials in their files except those prohibited by ORC Section 1347.08 (C). Such review may be made during normal working hours. Employees who are not normally scheduled to work when the

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Personnel Office is open may request to review their files through their supervisor. The supervisor will make the file available in a reasonable amount of time. Reasonable requests to provide one copy of documents in the files shall be honored at no charge.

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

**23.03 - Employee Notification**

A copy of any material to be placed in an employee's personnel file that might lead to disciplinary action or negatively affect an employee's job security or advancement shall be provided to the employee. If material is placed in an employee's personnel file without following this procedure, the material will be removed from the file at his/her request. Such material cannot be used in any disciplinary proceeding. An employee can place documents relevant to his/her work performance in his/her personnel file.

## ARTICLE 24 - DISCIPLINE

**24.01 - Standard**

Disciplinary action shall not be imposed upon an employee except for just cause. The Employer has the burden of proof to establish just cause for any disciplinary action. In cases involving termination, if the arbitrator finds that there has been an abuse of a patient or another in the care or custody of the State of Ohio, the arbitrator does not have authority to modify the termination of an employee committing such abuse. Abuse cases which are processed through the Arbitration step of Article 25 shall be heard by an arbitrator selected from the separate panel

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of abuse case arbitrators established pursuant to Section 25.04. Employees of the Lottery Commission shall be governed by ORC Section 3770.02~~(1)~~.

**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 (1) or more oral reprimand(s) (with appropriate notation in employee's file);

b. One (1) or more written reprimand(s);

c. One (1) or more 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 (1) 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;

e. Termination.

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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, the Employer may offer the following forms of corrective action:

1. Actually having the employee serve the designated number of days suspended without pay;
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.

**24.03 - Supervisory Intimidation**

An Employer representative shall not use the knowledge of an event giving rise to the imposition of discipline to intimidate, harass or coerce an employee.

In those instances where an employee believes this Section has been violated, he/she may file a grievance, including an anonymous grievance filed by and processed by the Union in which the employee's name shall not be disclosed to the Employer representative allegedly violating this Section, unless the Employer determines that the Employer representative is to be disciplined.

The Employer reserves the right to reassign or discipline Employer representatives who violate this Section.

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Knowingly making a false statement alleging patient abuse when the statement is made with the purpose of incriminating another will subject the person making such an allegation to possible disciplinary action.

**24.04 - Investigatory Interview**

An employee shall be entitled to the presence of a Union steward at an investigatory interview upon request and if he/she has reasonable grounds to believe that the interview may be used to support disciplinary action against him/her.

When employees have a right to and have requested a steward, stewards shall have the right to be informed of the purpose of the interview and to receive a copy of any documents the Employer gives to an employee to keep, during an investigatory meeting. Employees who are interviewed or testify during an investigation have no right to a private attorney, Ohio Revised Code (ORC) 9.84, notwithstanding.

**24.05 - Pre-Discipline**

An employee has the right to a meeting prior to the imposition of a suspension, a fine, leave, reduction, working suspension or termination. The employee may waive this meeting, which shall be scheduled no earlier than three (3) days following the notification to the employee. An employee who is charged, or his/her representative, may make a written request for one (1) continuance of up to forty-eight (48) hours. Such continuance shall not be unreasonably denied. A continuance may be longer than forty-eight (48) hours if mutually agreed to by the parties but in no case longer than sixty (60) days. In the event an employee refuses or fails to attend a pre-disciplinary meeting, the steward and/or representative shall represent in the matter at hand. Where the affected employee is on disability, or applying for disability, and is

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unable or unwilling to attend the meeting, he/she shall be offered the right to participate by telephone. The call shall be initiated via speakerphone in the presence of the steward and Employer representative or designee. Failure of the employee to respond to the offer or phone call shall result in the meeting proceeding without his/her presence. Any action resulting from said meeting shall not be challengeable on the basis of the employee's absence or lack of participation. Prior to the meeting, the employee and his/her representative shall be informed in writing of the reasons for the contemplated discipline and the possible form of discipline. When the pre-disciplinary notice is sent, the Employer will provide a list of witnesses to the event or act known of at that time and documents known of at that time used to support the possible disciplinary action. If the Employer becomes aware of additional witnesses or documents that will be relied upon in imposing discipline, they shall also be provided to the Union and the employee prior to the meeting. In the event the Employer provides documents on the date of the meeting, the Union may request a continuance not to exceed three (3) days. Such request shall not be unreasonably denied. The Employer representative or designee recommending discipline shall be present at the meeting unless inappropriate or if he/she is legitimately unable to attend. The Appointing Authority's designee shall conduct the meeting. The Union and/or the employee shall be given the opportunity to ask questions, comment, refute or rebut.

At the discretion of the Employer, in cases where a criminal investigation may occur, the pre-disciplinary meeting may be delayed until after disposition of the criminal charges.

**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 after the

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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 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

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custody of the State of Ohio, the employee may be reassigned only if he/she agrees to the reassignment.

**24.07 - Prior Disciplinary Actions**

All records relating to oral and/or written reprimands will cease to have any force and effect and will be removed from an employee's personnel file twelve (12) months after the date of the oral and/or written reprimand if there has been no other discipline imposed during the past twelve (12) months.

Records of other disciplinary action will be removed from an employee's file under the same conditions as oral/written reprimands after twenty-four (24) months if there has been no other discipline imposed during the past twenty-four (24) months.

The retention period may be extended by a period equal to employee leaves of fourteen (14) consecutive days or longer, except for approved periods of vacation leave. Employees who are terminated and subsequently returned to work without any discipline through arbitration, shall have the termination entry on their Employee History on Computer (EHOC) stricken.

**24.08 - Polygraph Stress Tests**

No employee shall be required to take a polygraph, voice stress or psychological stress examination as a condition of retaining employment, nor shall an employee be subject to discipline for the refusal to take such a test.

**24.09 - Drug Testing**

The Employer may randomly test, for drugs and alcohol, employees who have direct contact with inmates, parolees or youths, in the Department of Rehabilitation and Correction, Department of Youth Services and for all employees in classifications listed in Appendix M.

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Unless mandated by federal law or regulation, there will be no random drug testing of employees covered by this Agreement, except as otherwise specified in this Agreement. A listing of PCNs and the names of employees shall be provided to the Union one (1) month after this Agreement is effective. Thereafter, the list shall be provided to the Union representative designated by the ~~Executive Director~~ **President**, two (2) times each year. Any drug or alcohol testing shall be conducted pursuant to Appendix M.

The parties recognize that employees in classifications newly added to Appendix M deserve education/orientation on the procedures contained therein. Therefore, for a period of no greater than ninety (90) days following the implementation of this Agreement, no random testing shall occur for the employees newly added to Appendix M. This period shall allow the Employer time to create and implement an educational process on the issues.

**24.10 - Employee Assistance Program (EAP)**

In cases where disciplinary action is contemplated and the affected employee elects to participate in an Employee Assistance Program (EAP), the disciplinary action may be delayed until completion of the program. Upon notification by the Ohio EAP case monitor of successful completion of the program under the provisions of an Ohio EAP Participation Agreement, the Employer will meet and give serious consideration to modifying the contemplated disciplinary action. Participation in an EAP program by an employee may be considered in mitigating disciplinary action only if such participation commenced within five (5) days of a pre-disciplinary meeting or prior to the imposition of discipline, whichever is later. Separate disciplinary action may be instituted for offenses committed after the commencement of an EAP program.

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## ARTICLE 25 - GRIEVANCE PROCEDURE

### 25.01 - Process

A. A grievance is defined as any difference, complaint or dispute between the Employer and the Union or any employee regarding the application, meaning or interpretation of this Agreement. The grievance procedure shall be the exclusive method of resolving grievances. No employee who has rights to final and binding arbitration of grievances, including disciplinary actions, may file any appeal with the State Personnel Board of Review (SPBR) nor may such Board receive any such appeal.

B. Grievances may be processed by the Union on behalf of a grievant or on behalf of a group of grievants or itself setting forth the name(s) or group(s) of the grievant(s). The Union shall define the members of a group grievance by the Step Three grievance meeting, unless the Union provides evidence that specific and relevant information has been denied which prevents them from defining the group. Either party may have the grievant (or one grievant representing the group grievants) present at any step of the grievance procedure and the grievant is entitled to Union representation at every step of the grievance procedure.

C. Probationary employees shall have access to this grievance procedure except those who are in their initial probationary period shall not be able to grieve disciplinary actions or removals.

D. The word "day" as used in this Article means calendar day and days shall be counted by excluding the first and including the last day. When the last day falls on a Saturday, Sunday or holiday, the last day shall be the next day which is not a Saturday, Sunday or holiday.

E. When different work locations are involved, transmittal of grievance appeals and responses shall be by U.S. mail. The mailing of the grievance appeal form shall constitute a timely

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appeal if it is postmarked within the appeal period. Likewise, the mailing of the answer shall constitute a timely response if it is postmarked within the answer period. The Employer will make a good faith effort to insure confidentiality.

F. Grievances shall be presented on forms mutually agreed upon by the Employer and the Union and furnished by the Employer to the Union in sufficient quantity for distribution to all stewards. Forms shall also be available from the Employer.

G. It is the goal of the parties to resolve grievances at the earliest possible time and the lowest level of the grievance procedure. Where available, speakerphone and/or teleconferencing may be utilized for the purpose of conducting grievance meetings.

H. Oral reprimands shall be grievable through Step Two. Written reprimands shall be grievable through Step Three. If an oral or written reprimand becomes a factor in the first subsequent disciplinary grievance that goes to arbitration, the arbitrator may consider evidence regarding the merits of the oral or written reprimand. Any grievance of which an oral or written reprimand is an element of the claim shall not be arbitrable in accordance with this subsection.

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

J. The receipt of a grievance form or the numbering of a grievance does not constitute a waiver of a claim of a procedural defect.

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K. The Union shall notify the Office of Collective Bargaining (OCB) of the results of the arbitration committee, pre-arbitration review committee and discharge review committee meetings within fourteen (14) days of the meeting. If a grievance is withdrawn by one (1) of the above committees, the Union shall not reinstate the claim beyond sixty (60) days from OCB's receipt of the results of the meeting, unless mutually agreed otherwise.

**25.02 - Grievance Steps**

**Layoff, Non-Selection, Discipline and Other Advance-Step Grievances**

Certain issues which by their nature cannot be settled at a preliminary step of the grievance procedure or which would become moot due to the length of time necessary to exhaust the grievance steps may by mutual agreement be filed at the appropriate advance step where the action giving rise to the grievance was initiated. A grievance involving a layoff, non-selection or a discipline shall be initiated at Step Three of the grievance procedure within fourteen (14) days of notification of such action.

**Discharge Grievances**

The Agency shall forward a copy of the grievance with the grievance number to the Office of Collective Bargaining (OCB) at the time the grievance is filed at Step Three. The Agency shall conduct a meeting and respond within sixty (60) days of the date the grievance was filed at Step Three. If the grievance is not resolved at Step Three, the parties shall conduct a mediation within sixty (60) days of the due date of the Step Three response. Nothing in this Section precludes either party from waiving mediation and proceeding directly to arbitration. The Union may request arbitration of the grievance within sixty (60) days of the date of the mediation, but no more than one hundred eighty (180) days from the filing of the grievance. The

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parties shall conduct an arbitration within sixty (60) days of the date of the arbitration request. The parties agree that there shall be no more than one thirty (30) day continuance requested for arbitration. If a cancellation is initiated by an arbitrator, the arbitration shall be conducted within thirty (30) days of the date of the cancellation. However, grievances involving criminal charges of on duty actions of the employee, grievants who are unable to attend due to a disability, or grievances that involve an Unfair Labor Practice charge, may exceed the time limits prescribed herein.

**Step One - Immediate Supervisor**

The grievant and/or the Union shall orally raise the grievance with the grievant's supervisor who is outside of the bargaining unit. The supervisor shall be informed that this discussion constitutes the first step of the grievance procedure. All grievances must be presented not later than ten (10) working days from the date the grievant became or reasonably should have become aware of the occurrence giving rise to the grievance not to exceed a total of thirty (30) days after the event. If being on approved paid leave prevents a grievant from having knowledge of an occurrence, then the time lines shall be extended by the number of days the employee was on such leave except that in no case will the extension exceed sixty (60) days after the event. The immediate supervisor shall render an oral response to the grievance within three (3) working days after the grievance is presented. If the oral grievance is not resolved at Step One, the immediate supervisor shall prepare and sign a written statement acknowledging discussion of the grievance, and provide a copy to the Union and the grievant.

**Step Two - Intermediate Administrator**

In the event the grievance is not resolved at Step One, a legible copy of the grievance

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form shall be presented in writing by the Union to the intermediate administrator or his/her designee within five (5) days of the receipt of the Step One answer or the date such answer was due, whichever is earlier. The written grievance shall contain a statement of the grievant's complaint, the Section(s) of the Agreement allegedly violated, if applicable, the date of the alleged violation and the relief sought. The form shall be signed and dated by the grievant. Within seven (7) days after the grievance is presented at Step Two, the intermediate administrator shall discuss the grievance with the Union and the grievant. The intermediate administrator shall render a written answer to the grievance within eight (8) days after such a discussion is held and provide a copy of such answer and return a legible copy of the grievance form to the grievant and a copy to one representative designated by the Union.

**Step Three - Agency Head or Designee**

If the grievance is still unresolved, a legible copy of the grievance form shall be presented by the Union to the Agency Head or designee in writing within ten (10) days after receipt of the Step Two response or after the date such response was due, whichever is earlier. Within fifteen (15) days after the receipt of the written grievance, the parties shall meet in an attempt to resolve the grievance unless the parties mutually agree otherwise. By mutual agreement of the parties, Agencies may schedule Step Three meetings on a monthly basis, by geographic areas, so that all grievances that have been newly filed, that have been advanced to Step Three or that have been continued since the previous month, can be heard on a regular basis.

At the Step Three meeting the grievance may be settled or withdrawn, or a response shall be prepared and issued by the Agency Head or designee, within thirty-five (35) days of the meeting. The response will include a description of the events giving rise to the grievance, and

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the rationale upon which the decision is rendered. The Agency may grant, modify or deny the remedy requested by the Union. Any grievances resolved at Step Three or at earlier steps shall not be precedent setting at other institutions or Agencies unless otherwise agreed to in the settlement. The response shall be forwarded to the grievant and a copy will be provided to the Union representative who was at the meeting or one who is designated by the Local Chapter. Additionally, a copy of the answer will be forwarded to the Union's Central Office. This response shall be accompanied by a legible copy of the grievance form.

**Step Four - Mediation/Office of Collective Bargaining**

If the Agency is untimely with its response to the grievance at Step Three, absent a mutually agreed to time extension, the Union may appeal the grievance to Step Four requesting a meeting by filing a written appeal and a legible copy of the grievance form to the Deputy Director of the Office of Collective Bargaining within fifteen (15) days of the date of the due date of the Step Three answer. Upon receipt of a grievance, as a result of a failure to meet time limits by the Agency, OCB shall schedule a meeting with the Staff representative and a Chapter representative within thirty (30) days of receipt of the grievance appeal in an attempt to resolve the grievance unless the parties mutually agree otherwise. Within thirty-five (35) days of the OCB meeting, OCB shall provide a written response which may grant, modify or deny the remedy being sought by the Union. The response will include the rationale upon which the decision is rendered and will be forwarded to the grievant, the Union's Step Three representative(s) who attend the meeting and the OCSEA Central Office.

If the grievance is not resolved at Step Three, or if the Agency is untimely with its response to the grievance at Step Three, absent any mutually agreed to time extension, the Union

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may appeal the grievance to mediation by filing a written appeal and a legible copy of the grievance form to the Deputy Director of the Office of Collective Bargaining within fifteen (15) days of the receipt of the answer at Step Three or the due date of the answer if no answer was given, whichever is earlier. OCB shall have sole management authority to grant, modify or deny the grievance at Steps Four and Five.

Either the Office of Collective Bargaining or the Union may advance a grievance directly from Step Four to Step Five if that party believes that mediation would not be useful in resolving the dispute.

The parties shall mutually agree to a panel of at least five (5) persons to serve in the capacity of grievance mediators. The procedure for selecting this panel shall be the same as set forth in Section 25.04 for the selection of arbitrators. No mediator/arbitrator shall hear a case at both mediation and arbitration. The fees and expenses of the mediator shall be shared equally by the parties.

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

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

The disposition of grievances discussed during the mediation meeting will be listed by the representative from the Office of Collective Bargaining on a form mutually agreed to by the parties. A copy of the summary shall be provided to the Union within five (5) days.

The parties will consolidate cases for mediation and, whenever possible, schedule the mediation meetings at decentralized locations. A Union staff representative, grievant and a steward or Chapter President as designated by the Union may be present at the mediation of a grievance. No more than two (2) of the Union representatives present including the grievant may be on paid leave by the Employer. Each party may have no more than three (3) representatives present at the mediation of a grievance.

**Step Five - Arbitration**

Grievances which have not been settled under the foregoing procedure may be appealed to arbitration by the Union by providing written notice to the Deputy Director of the Office of Collective Bargaining within sixty (60) days of the mediation meeting or the postmarked date of the mediation waiver but no longer than ninety (90) days from the Step Three response. The parties shall strive to schedule all grievances, other than discharge grievances, filed on or after March 1, 2006, within two hundred forty (240) days from the date of mediation or the date of the mediation waiver. The timeframe may be waived by mutual agreement between OCSEA and OCB. The Agencies shall send a copy of the Step Three responses to the OCSEA central office

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and to the Union representative who was at the Step Three meeting or one who is designated by the local chapter.

**25.03 - Arbitration Procedures**

The parties agree to attempt to arrive at a joint stipulation of the facts and issues to be submitted to the arbitrator.

The Union and/or Employer may make requests for specific documents, books, papers or witnesses reasonably available from the other party and relevant to the grievance under consideration. Such requests will not be unreasonably denied.

The Employer or Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Such requests shall be made no later than three (3) work days prior to the start of the arbitration hearing, except under unusual circumstances where the Union or the Employer has been unaware of the need for subpoena of such witnesses or documents, in which case the request shall be made as soon as practicable. Each party shall bear the expense of its own witnesses who are not employees of the Employer.

Questions of arbitrability shall be decided by the arbitrator. Once a determination is made that a matter is arbitrable, or if such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the dispute.

The expenses and fees of the arbitrator shall be shared equally by the parties.

The decision and award of the arbitrator shall be final and binding on the parties. The arbitrator shall render his/her decision in writing as soon as possible, but no later than forty-five (45) days after the conclusion of the hearing, unless the parties agree otherwise.

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

If either party desires a verbatim record of the proceeding, it may cause such a record to be made provided it pays for the record. If the other party desires a copy, the cost shall be shared.

**25.04 - Grievance Procedure Committees**

A. The Union may request time off without pay for up to nine (9) employees to attend arbitration committee meetings. Such requests shall be made at least ten (10) calendar days in advance to the Office of Collective Bargaining (OCB) except under unusual circumstances. OCB shall not unreasonably deny such requests.

B. The Union may request time off with pay for up to three (3) members to attend the discharge review committee meetings. Such requests shall be made at least ten (10) calendar days in advance to the OCB except under unusual circumstances. OCB shall not unreasonably deny such requests.

C. The Union may request time off without pay for one (1) member, no more than six (6) times per year, to attend a Pre-Arbitration Review Committee (PARC) meeting. Such requests shall be made within ten (10) calendar days in advance to the OCB except under unusual circumstances. OCB shall not unreasonably deny such requests.

**25.05 - Arbitration/Mediation Panels**

The parties agree that a panel of no less than eight (8) arbitrators shall be selected to hear

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arbitration cases covered under this Agreement, except that all disciplinary grievances in which the discipline is the result of alleged abuse of a patient or another in the care or custody of the State of Ohio shall be submitted to a separate panel of four (4) arbitrators selected from the main arbitration panel.

The procedure for selecting the panels shall be as follows:

1. The parties will make an attempt to mutually agree on panel members. If mutual agreement cannot be reached on the required number of arbitrators and mediators, then the remaining number will be selected by the following procedure: The parties shall request from the American Arbitration Association a list of at least twice plus one (1) the number of arbitrators needed. The parties shall then alternately strike names until the proper number remains.
2. Either party may eliminate up to two (2) arbitrators or two (2) mediators from the respective panels during each year of the Agreement.
3. In replacing the arbitrators that were eliminated from the panel, the procedure enumerated in (1) and (2) above shall be used. Any arbitrator or mediator eliminated may not be placed back on the panel. The panel shall expire upon expiration of this Agreement, provided that any scheduled arbitration shall proceed without regard to such expiration. It is understood that members of an expired panel may be appointed to the successor panel upon mutual agreement of the parties.

**25.06 - Time Limits**

Grievances may be withdrawn at any step of the grievance procedure. Grievances not appealed within the designated time limits will be treated as withdrawn grievances.

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The time limits at any step may be extended by mutual agreement of the parties involved at that particular step. Such extension(s) shall be in writing.

In the absence of such extensions at any step where a grievance response of the Employer has not been received by the grievant and the Union representative within the specified time limits, the grievant may file the grievance to the next successive step in the grievance procedure.

**25.07 - Time Off, Meeting Space and Telephone Use**

The grievant(s) and/or Union steward will be permitted reasonable time off without loss of pay during their working hours to file or appeal grievances and to attend grievance step meetings. The steward shall be given reasonable time off without loss of pay during his/her working hours to investigate grievances. Witnesses whose testimony is relevant to the Union's presentation or argument will be permitted reasonable time off without loss of pay to attend a grievance meeting and/or respond to the Union's investigation. The steward shall not leave his/her work to investigate, file or process grievances without first notifying and making mutual arrangements with his/her supervisor or designee as well as the supervisor of any unit to be visited. Such arrangements shall not be unreasonably denied.

Upon request, the grievant and Union shall be allowed the use of an available, appropriate room, and copier, where available, for the purpose of copying the grievance trail while processing a grievance. The Union shall be permitted the reasonable use of telephone facilities for investigating or processing grievances. Any telephone tolls shall be paid by the Union.

**25.08 - Other Grievance Resolution Methods**

The parties agree that during the term of this Agreement each party will review the

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grievance history including but not limited to grievances arising from suspensions, for the purpose of developing Agency Specific Agreements that will be designed to expedite the final resolution of grievances. Such Agreements will consider effective use of existing staff resources.

**25.09 - Relevant Witnesses and Information**

The Union may request specific documents, books, papers or witnesses reasonably available from the Employer and relevant to the grievance under consideration. Such request shall not be unreasonably denied. Proficiency tests or other assessments shall only be released pursuant to Article 17, Section 17.06.

This Section applies to all steps of the grievance procedure: The Employer shall provide copies of documents, books and papers relevant to the grievance without charge to the Union, unless the request requires more than ninety (90) minutes of employee time to produce and/or copy, at which time the Union will be charged ten cents ($.10) per page.

**25.10 - Expedited Arbitration Procedure**

In the interest of achieving a more efficient handling of disciplinary grievances, the parties may agree to an expedited arbitration procedure. This procedure is intended to replace the procedure in Section 25.02, Step Five, for the resolution of grievances. The procedure will operate in the following manner:

A. A special list of arbitrators will be chosen by the parties to hear all expedited arbitrations during the term of this Agreement.

B. The arbitrator will normally hear at least four (4) grievances at each session unless mutually agreed otherwise. The grievances will be grouped by institution and/or geographic area and

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heard in that area. The parties will endeavor to develop and maintain a regular schedule for the handling of expedited arbitrations at each department or Agency.

C. Grievance presentation will be limited to a preliminary introduction, a short reiteration of facts and a brief oral argument. No briefs or transcripts shall be made. If witnesses are used to present facts, there will be no more than three (3) per side including the grievant. In cases where there is an issue of procedural arbitrability, each party will be permitted two (2) additional witnesses.

D. The arbitrator will either give a bench decision or issue a written decision within five (5) calendar days. The arbitrator can either uphold or deny the grievance or modify the relief sought. All decisions will be final and binding. Decisions issued pursuant to this procedure shall have precedence for progressivity purposes only or unless mutually agreed otherwise by the parties.

E. The cost of the arbitrator and the expenses of the hearing will be shared equally by the parties.

**25.11 - Non-Traditional Arbitration**

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

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Except for patient/client related cases, the grievances presented to the arbitrator under this Section will consist of disciplinary actions of five (5) days or less, unless mutually agreed otherwise. In disciplinary grievances adjudicated in this forum, there shall be no mediation, and the Employer and the Union are limited to one (1) witness each. The grievant, chapter representative and staff representative are all parties to the proceeding; however, testimony will be limited to either the grievant or the Union witness. The arbitrator may ask questions of the witness and/or the grievant.

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

**25.12 - Attendance**

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

**25.13 - Joint Training**

In an effort to reduce and resolve disputes, the parties are committed to joint training(s) for Union officials, staff representatives, human resources and labor relations personnel. The parties may conduct a conference regarding contract interpretation by October~~,~~ 20~~09~~**12**.

**25.14 - Miscellaneous**

The parties may, by mutual agreement, alter any procedure or provision outlined herein so long as the mutual agreement does not differ from the spirit of this Article. The parties may examine procedures for the electronic filing and processing of grievances. The parties agree to meet and create a process to expedite grievances filed under Article 17.

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# ARTICLE 26 - HOLIDAYS

## 26.01 - Observance

The following holidays will be observed:

New Year's Day - First day in January

Martin Luther King, Jr.'s Birthday - Third Monday in January

Presidents' Day - Third Monday in February

Memorial Day - Last Monday in May

Independence Day - Fourth day of July

Labor Day - First Monday in September

Columbus Day - Second Monday in October

Veterans Day - Eleventh day of November

Thanksgiving Day - Fourth Thursday in November

Christmas Day - Twenty-fifth day of December

Any other day proclaimed as a holiday by the Governor of the State of Ohio or the President of the United States. A holiday shall start at 12:01 a.m. or with the work shift that includes 12:01 a.m. Upon request, an employee may observe a religious holiday provided that the time off is charged to vacation, compensatory time, personal leave or leave without pay.

When a holiday falls on a Sunday, the holiday is observed on the following Monday. When a holiday falls on a Saturday, the holiday is observed on the preceding Friday. In facilities that operate on Saturday and/or Sunday, or where Work Area Agreements exist, and when the employees' work week is other than Monday through Friday, the holiday will be observed on the day on which it falls.

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Employees scheduled to work more than eight (8) hours in a day, may be required to change their schedule to include five (5) eight (8) hour shifts during the week including the holiday, any such schedule changes will be in accordance with Section 13.02. In such case, the employee will receive eight (8) hours of holiday pay for the day the holiday is observed. If an employee is on an alternative schedule and, as defined in Section 13.13 of the Agreement, whose day off falls on the recognized holiday may have the next scheduled day designated as the holiday for purposes of this Article.

**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. ~~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.~~

**26.03 - Work on Holidays**

Employees required to work on a holiday will be compensated at their discretion either at the rate of one and one-half (1 1/2) times their regular rate of pay, or granted compensatory time at the rate of one and one-half (1 1/2) times, plus straight time pay for the holiday. The choice of compensatory time or wages will be made by the employee.

Holiday work beyond regularly scheduled work shall be distributed among employees by the provisions covered in Article 13. No employee's posted regular schedule or days off shall be

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changed to avoid holiday premium pay. Once posted, the employee's schedule shall not be changed, except that an employee who is scheduled to work on the holiday may be directed not to report to work on the holiday. The Agency reserves the right to determine the number of employees needed to work the holiday.

**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.~~

## ARTICLE 27 - PERSONAL LEAVE

**27.01 - Eligibility for Personal Leave**

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

**27.02 - Personal Leave Accrual**

~~There shall be a freeze on personal leave accrual beginning with the credit the employee~~

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~~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, e~~**E**mployees 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.

**27.03 - Charge of Personal Leave**

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

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**27.04 - Notification and Approval of Use of Personal Leave**

Personal leave shall be granted if an employee makes the request with a forty-eight (48) hour notice. In an emergency the request shall be made as soon as possible and the supervisor will respond promptly. The leave shall not be unreasonably denied. In the following Institutional Agencies: Mental Health, ~~Mental Retardation and~~ Developmental Disabilities, Department of Youth Services, and Department of Veterans Services personal leave use on the day before or after Thanksgiving Day, Christmas Day, New Year's Day, Memorial Day, and Independence Day shall be requested at least seven (7) calendar days in advance.

When any bargaining unit, not covered by this Agreement, has filed a Notice of Intent to Strike or engages in a wildcat strike, the Employer reserves the right to cancel or deny all personal leave requests. Personal leave shall not be taken on a holiday.

**27.05 - Prohibitions**

Personal leave may not be used to extend an employee's date of resignation or date of retirement.

**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.~~

**27.07 - Conversion of Personal Leave Credit Upon Separation from Service**

An employee who is separated from State service shall be entitled to convert the unused

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earned amount of personal leave. This payoff shall be at the employee's regular rate of pay. Upon the death of a permanent employee, unused earned personal leave shall be converted to cash and credited to his/her estate.

**27.08 - Transfer of Personal Leave Credit**

An employee who transfers from one bargaining unit to another shall be credited with the unused balance of his/her personal leave credit up to the maximum personal leave accumulation permitted in the bargaining unit to which the employee transfers.

**27.09 - Leave Availability**

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

~~**27.10 - Restoration**~~

~~In the pay period that includes 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 (1) 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 (1/2) 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~~

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~~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 (1) 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 (1) time lump sum payment.~~

~~Full-time employees shall receive a payment equivalent to thirty-two (32) hours of personal leave days or one-half (1/2) 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.~~

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## 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 *(completion 1 year of service)*~~ |
| ~~1 year or more~~ | ~~3.1 hours~~ | ~~80 hours~~ |
| ~~5 years or more~~ | ~~4.6 hours~~ | ~~120 hours~~ |
| ~~10 years or more~~ | ~~6.2 hours~~ | ~~160 hours~~ |
| ~~15 years or more~~ | ~~6.9 hours~~ | ~~180 hours~~ |
| ~~20 years or more~~ | ~~7.7 hours~~ | ~~200 hours~~ |
| ~~25 years or more~~ | ~~9.2 hours~~ | ~~240 hours~~ |

~~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.~~

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

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

E~~ffective July 1, 2010, e~~mployees who provide valid documentation to their Agency's Human Resources department shall receive credit for prior service with the State, the Ohio National Guard, or any political subdivision of the State for purposes of computing vacation leave in accordance with ORC 9.44. This new rate shall take effect starting the pay period immediately following the pay period that includes the date that the Department of Administrative Services processes and approves their request. Time spent concurrently with the Ohio National Guard and a State Agency or political subdivision shall not count double.

An employee who has retired in accordance with the provisions of any retirement plan offered by the State and who is employed by the State 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.

**28.02 - Maximum Accrual**

Vacation credit may be accumulated to a maximum that can be earned in three (3) years. Further accumulation will not continue when the maximum is reached. When an employee's vacation reaches the maximum level, and if the employee has been denied vacation during the past twelve (12) months, the employee will be paid for the time denied but no more than eighty (80) hours in a pay period.

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| Annual Rate of Vacation | Maximum Accumulation |
|---|---|
| 80 hours | 240 hours |
| 120 hours | 360 hours |
| 160 hours | 480 hours |
| 180 hours | 540 hours |
| 200 hours | 600 hours |
| 240 hours | 720 hours |

**28.03 - Procedure**

Vacation leave shall be taken only at times mutually agreed to by the Agency and the employee and shall be used and charged in units of one tenth (1/10) hour. The Agency may establish minimum staffing levels for a facility which could restrict the number of concurrent vacation leave requests which may be granted.

Employees who work in seven (7) day operations shall be given the opportunity to request vacations by a specified date each year. Employees shall be notified of this opportunity one (1) month in advance of the date. If more employees request vacation at a particular time than can be released, requests will be granted in seniority order. Employees in seven (7) day operations can also request vacations at other times of the year. If more employees request vacation than can be released, requests will be granted on a first come/first serve basis with seniority governing if requests are made simultaneously.

Emergency vacation requests for periods of three (3) days or less may be made by employees in seven (7) day operations as soon as they are aware of the emergency. An employee shall provide the Employer with verification of the emergency upon return to work.

Employees in other than seven (7) day operations shall request vacation according to Agency policy (work rules) unless the Employer and the Union mutually agree otherwise. In those operations, the Employer shall not deny a vacation request unless the vacation would work

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a hardship on other employees or the Agency. The Employer shall promptly notify employees of the disposition of their vacation requests. Unless the Employer agrees otherwise, an employee's vacation will not exceed one (1) year's accrual.

When an emergency exists as defined in Section 13.15, all vacation leave requests may be denied, including those requests already approved. If an employee is called to work from a scheduled vacation leave period, the employee will have the right to take the vacation leave at a later time and will be paid at time and one-half (1/2) for the time the employee is in on-duty status. The employee shall also be reimbursed for any costs incurred as a result of canceling or returning from his/her vacation upon submission of appropriate evidence.

**28.04 - Payment upon Separation**

An employee or an employee's estate will be paid for accrued vacation upon termination of State service at the time that the employee receives his/her pay check for the final period of work. Employees separating from employment with less than six (6) months total service will not be paid for any accrued vacation.

**28.05 - Disposition of Work During Vacation**

Insofar as practicable, during an employee's vacation the Employer shall assign non-individual work to other employees. Upon return from vacation, an employee shall be allowed reasonable time to review work done in his/her absence.

**28.06 - Leave Availability**

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

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# ARTICLE 29 - SICK LEAVE

## 29.01 - Definitions: Sick Leave for State Employees

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

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

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

## 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-

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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 one hundred percent (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 or for those hours of sick leave used before or after the hospital stay that are contiguous to the hospital stay; or 2) time spent in outpatient surgery or for those hours of sick leave used before or after the outpatient surgery that

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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 one hundred percent (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.

**29.03 - Notification**

When an employee is sick and unable to report for work, he/she will notify his/her immediate supervisor or designee no later than one-half (1/2) hour after starting time, unless circumstances preclude this notification. The Employer may request a statement, from a physician who has examined the employee or the member of the employee's immediate family, be submitted within a reasonable period of time. Such physician's statement must be signed by the physician or his/her designee. In institutional Agencies or in Agencies where staffing requires

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advance notice, the call must be made at least ninety (90) minutes prior to the start of the shift or in accordance with current practice, whichever period is less. Failure to notify the Employer in accordance with the provisions of this paragraph shall result in the employee forfeiting any rights to pay for the time period which elapsed prior to notification unless unusual extenuating circumstances existed to prevent such notification.

If sick leave continues past the first day, the employee will notify his/her supervisor or designee of the anticipated duration of the absence. The employee is responsible for establishing a report-in schedule that is acceptable to the supervisor for the anticipated duration of the absence. If an acceptable schedule is not established the employee will notify his/her supervisor every day pursuant to Agency reporting procedures.

**29.04 - Sick Leave Policy**

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

**Sick Leave Policy**

**I. Purpose**

The purpose of this policy is to establish a consistent method of authorizing employee sick leave, defining inappropriate use of sick leave and outlining the discipline and corrective action for inappropriate use. The policy provides for the equitable treatment of employees

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without being arbitrary and capricious, while allowing Management the ability to exercise its administrative discretion fairly and consistently.

**II. Definition**

A. Sick Leave:

Absence granted per negotiated contract for medical reasons.

B. Unauthorized use of sick leave:

1. Failure to notify supervisor of medical absence;
2. Failure to complete standard sick leave form;
3. Failure to provide physician's verification when required;
4. Fraudulent physician verification.

C. Misuse of sick leave:

Use of sick leave for that which it was not intended or provided.

D. Pattern abuse:

Consistent periods of sick leave usage, for example:

1. Before, and/or after holidays;
2. Before, and/or after weekends or regular days off;
3. After pay days;
4. Any one (1) specific day;
5. Absence following overtime worked;
6. Half (1/2) days;
7. Continued pattern of maintaining zero (0) or near zero (0) leave balances;
8. Excessive absenteeism.

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## III. Procedure

A. Physician's verification

At the Agency Head or designee's discretion, in consultation with the Labor Relations Officer, the employee may be required to provide a statement, from a physician, who has examined the employee or the member of the employee's immediate family, for all future illness. The physician's statement shall be signed by the physician or his/her designee. This requirement shall be in effect until such time as the employee has accrued a reasonable sick leave balance. However, if the Agency Head or designee finds mitigating or extenuating circumstances surrounding the employee's use of sick leave, then the physician's verification need not be required.

Should the Agency Head or designee find it necessary to require the employee to provide the physician's verification for future illnesses, the order will be made in writing using the "Physician's Verification" form with a copy to the employee's personnel file.

Those employees who have been required to provide a physician's verification will be considered for approval only if the physician's verification is provided within three (3) days after returning to work.

B. Unauthorized use or abuse of sick leave

When unauthorized use, or abuse of sick leave is substantiated, the Agency Head or designee will effect corrective and progressive discipline, keeping in mind any extenuating or mitigating circumstances.

When progressive discipline reaches the first suspension, under this policy, a corrective counseling session will be conducted with the employee. The Agency Head or

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designee and Labor Relations Officer will jointly explain the serious consequences of continued unauthorized use or abuse of sick leave. The Agency Head or designee shall be available and receptive to a request for an Employee Assistance Program (EAP) in accordance with Article 9. If the above does not produce the desired positive change in performance, the Agency Head or designee will proceed with progressive discipline up to and including termination.

C. Pattern abuse

If an employee abuses sick leave in a pattern, per examples noted in the Section under definitions (not limited to those listed), the Agency Head or designee may reasonably suspect pattern abuse. If it is suspected, the Agency Head or designee will notify the employee in writing that pattern abuse is suspected. The Agency Head or designee will use the "Pattern Abuse" form for notification. The notice will also invite the employee to explain, rebut, or refute the pattern abuse claim. Use of sick leave for valid reasons shall not be considered for pattern abuse.

**29.05 - Carry-Over and Conversion**

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

| Number of Hours Subject to Cash Conversion | Percent of Regular Rate |
|---|---|
| 80 | 80% |
| 72 to 79.9 | 75% |
| 64 to 71.9 | 70% |
| 56 to 63.9 | 65% |
| 48 to 55.9 | 60% |
| 47.9 and less | 55% |

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An employee not exercising a choice will automatically have the hours carried forward. An employee who has a minimum of five (5) years of State service with the State of Ohio who terminates State service or retires, shall convert to cash any sick leave accrued at the employee's regular rate of pay earned at the time of separation within three (3) years of separation at the rate of fifty-five percent (55%) for retirement separation and fifty percent (50%) for all other separations. If an employee dies, the converted sick leave shall be credited to his/her estate. An employee who is granted military leave or leave without pay may be paid for accrued sick leave or may keep it in reserve for use upon return at his/her discretion. An employee who is re-employed, reinstated or recalled from lay off and who received a lump sum payment for unused sick leave may have such days restored by returning the amount paid by the Employer for the number of days to be restored.

Employees hired after July 1, 1986, who have previous service with political subdivisions of the State may use sick leave accrued with such prior Employers but shall not be permitted to convert such sick leave to cash.

An employee who transfers from one bargaining unit to another shall be credited with the unused balance of his/her sick leave balance up to the maximum sick leave accumulation permitted in the bargaining unit to which the employee transfers.

**29.06 - Leave Donation Program**

Employees may donate paid leave to a fellow employee who is otherwise eligible to accrue and use sick leave and is employed by the same Agency. The intent of the leave donation program is to allow employees to voluntarily provide assistance to their co-workers who are in critical need of leave due to the serious illness or injury of the employee or a member of the

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employee's immediate family. The definition of immediate family as provided in rule 123:1-47-01 of the Administrative Code shall apply for the leave donation program.

A. An employee may receive donated leave, up to the number of hours the employee is scheduled to work each pay period, if the employee who is to receive donated leave:

   1. Or a member of the employee's immediate family has a serious illness or injury;
   2. Has no accrued leave or has not been approved to receive other State-paid benefits; and
   3. Has applied for any paid leave, Workers' Compensation, or benefits program for which the employee is eligible. Employees who have applied for these programs may use donated leave to satisfy the waiting period for such benefits where applicable, and donated leave may be used following a waiting period, if one exists, in an amount equal to the benefit provided by the program, i.e., fifty-six (56) hours pay period may be utilized by an employee who has satisfied the disability waiting period and is pending approval, this is equal to the seventy percent (70%) benefit provided by disability.

B. Employees may donate leave if the donating employee:

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

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

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and be entitled to any benefits to which they would otherwise be entitled. Leave accrued by an employee while using donated leave shall be used, if necessary, in the following pay period before additional donated leave may be received.

Donated leave shall not count toward the probationary period of an employee who receives donated leave during his or her probationary period. Donated leave shall be considered sick leave, but shall never be converted into a cash benefit.

D. Employees who wish to donate leave shall certify:

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

E. Appointing authorities shall ensure that no employees are forced to donate leave.

Appointing authorities shall respect an employee's right to privacy, however appointing authorities may, with the permission of the employee who is in need of leave or a member of the employee's immediate family, inform employees of their co-worker's critical need for leave. Appointing authorities shall not directly solicit leave donations from employees. The donation of leave shall occur on a strictly voluntary basis.

**29.07 - Sick Leave Pilot Programs**

The parties may, by mutual agreement, enter into a joint study(s) and pilot(s) that will explore alternate sick leave provisions that could modify provisions of Article 29 and be

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implemented by an institution or Agency or as otherwise mutually agreed to by the parties.

The parties further agree that Agencies or individual institutions, with the Agency's approval, and the Union may, with OCB approval, mutually agree to sick leave provisions that allow for alternative sick leave payment arrangements. In the event any of these arrangements are 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 these arrangement will be null and void.

A special joint committee will be established by OCSEA and OCB to jointly examine sick leave concepts, study sick leave use practices and design alternate sick leave program(s) that can be piloted in State Agencies jointly selected by the parties. Such programs would be designed to improve sick leave practices and could include but not be limited to concepts that include gain sharing where savings are realized, paid time off (PTO) type programs or use of time and attendance umpires. OCB is authorized to receive up to twenty-five thousand dollars ($25,000) to initiate a study or to hire a consultant, as it deems appropriate, to assist the committee with the design and implementation of a program. No pilot can be implemented or changed without the mutual agreement of the parties.

**29.08 - Leave Availability**

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

## ARTICLE 30 - OTHER LEAVES WITH PAY

**30.01 - Jury Duty**

Leave with pay at regular rate shall be granted for service upon a jury. Employees who

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are scheduled on other than a day shift shall be reassigned to a day shift during the period of service upon the jury. When not impaneled for actual service and only on call, the employee shall report to work as soon as reasonably possible after notification that his/her services will not be needed. In cases where the employee would report to do less than four (4) hours work, the employee need not report. Employees called to jury duty shall submit to the Agency any juror fees received in excess of fifteen ($15.00) dollars per day.

**30.02 - Military Leave**

A. Federal Duty

Any permanent employee who is or becomes a member of the Ohio National Guard or any other reserve component of the Armed Forces as defined in Chapter 11, Section 261, Title 10, US Code shall be allowed military leave with pay not to exceed twenty-two (22) work days or one hundred seventy-six (176) hours per calendar year for federal duty performed which is directed or caused to occur by authority of the Department of Defense (DOD) or its agent.

B. State Duty

Permanent employees who are members of the Ohio National Guard, the Ohio Military Reserve and the Ohio Naval Militia, when ordered to duty by the Governor of Ohio or the Adjutant General, shall be allowed military leave with pay not to exceed twenty-two (22) work days or one hundred seventy-six (176) hours per calendar year.

C. Maximum Paid Leave(s)

The maximum allowable paid military leave when combining federal and State duty described above shall not exceed twenty-two (22) work days or one hundred seventy-six

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(176) hours per calendar year.

D. Pay Differential

Upon exhaustion of paid leave(s) during the calendar year in which the employee performed service in the uniformed services: 1) because of an Executive order issued by the President of the United States; 2) because of an act of Congress; or 3) because of an order to perform duty issued by the Governor pursuant to Section 5919.29 or 5923.21 of the Ohio Revised Code, the employee shall be entitled, while still under orders, to a leave of absence without pay and a pay differential as set forth in Ohio Revised Code 5923.05(C).

E. Evidence of Military Duty

Employees are required to submit to their Appointing Authority a published military order or a written statement from the appropriate military commander as evidence of military duty.

**30.03 - Bereavement Leave**

Three (3) consecutive days of bereavement leave with pay at regular rate will be granted to an employee upon the death of a member of his/her immediate family interpreted for the purposes of this Article to include: spouse or 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, parent, step-parent, grandparent, great-grandparent, brother, sister, step-sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law or legal guardian or other person who stands in the place of a parent. Bereavement leave will be granted in the case of a stillbirth conditioned upon the tendering of a death certificate.

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The Employer may grant vacation, sick leave or personal leave to extend the bereavement leave. The leave and the extension may be subject to verification. Part-time employees shall receive bereavement leave with pay for the hours that they are normally scheduled to work.

**30.04 - Voting**

If an employee is required to work overtime on an election day and the employee has not voted by absentee ballot, the Employer will make every reasonable effort to alter the overtime schedule so the employee can vote.

**30.05 - Witness Duty**

Employees subpoenaed to appear before any court, commission, board or other legally constituted body authorized by law to compel the attendance of witnesses shall be granted leave with pay at regular rate, where the employee is not a party to the action, which includes, but is not limited to, criminal or civil cases, traffic court, divorce proceedings, custody proceedings, or appearing as directed as parent or guardian of juveniles. This paragraph does not apply to employees who are summoned to testify as a result of secondary employment outside of service to the State.

Employees subpoenaed to proceedings on behalf of an Employer other than the State must use available accrued vacation leave, personal leave, or compensatory leave before being granted leave without pay. Employees using such accrued leave shall not be required to remit any fees received.

Second or third shift employees, during the course of scheduled work hours, shall be permitted an equivalent amount of time off from scheduled work on their preceding or succeeding shift for such appearance. Employees subpoenaed to witness duty shall submit any

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witness fees received (excluding travel and meal allowances) to the Agency. The employee shall notify the Agency designee immediately upon receiving a subpoena.

**30.06 - Professional Meetings**

Employees with technical or specialized skills and who exercise independent judgment in their jobs shall be granted reasonable amounts of leave with pay to attend work-related professional meetings. The pay shall be at regular rate and shall not exceed eight (8) hours in any given day.

**30.07 - Civic Duty**

Upon advance approval of the employee's Agency, employees who are appointed by elected State officials or State Agency Heads to serve on advisory boards or commissions which report to the elected official or State Agency, or who are appointed to positions involved in the solicitation of contributions for charitable organizations approved for payroll deduction, will be granted paid time not to exceed the duration of the employee's regular shift and necessary travel expenses for approved time spent in such capacity.

**30.08 - Paid Adoption/Childbirth Leave**

**A. Eligibility**

All employees who work thirty (30) or more hours per week are eligible for paid Adoption/Childbirth leave upon the birth or adoption of a child for care, bonding and/or acclimation of the child. Leave under this Section shall be limited to six (6) weeks, the first two (2) of which shall be the unpaid waiting period, and the remaining four (4) weeks shall be paid at seventy percent (70%) of the employee's regular rate of pay. No minimum length of service is necessary to establish eligibility for this leave. Eligibility for leave is established

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on the day of the birth of a child or the day upon which custody of a child is taken for adoption placement by the prospective parents. To be eligible for leave an employee must be the biological parent; or in the case of adoption the employee must be the prospective adoptive parent. An employee may elect to take two thousand dollars ($2,000) for adoption expenses in lieu of the leave benefit. Payment may be requested when the court has awarded permanent custody of a child to the prospective parents. Whenever an employee adopts multiple children, the event shall be considered as a single qualifying event, and will not serve to increase either the length of leave for an employee or the two thousand dollar ($2,000) limit. In the event an infant child dies while an employee is using Adoption/Childbirth leave for that infant, Adoption/Childbirth leave terminates on the date of the death. Requested bereavement leave may begin on the day following the death of the child, and may be supplemented by other leaves as specified in Section 30.03.

**B. Waiting Period**

To qualify for paid Adoption/Childbirth leave under this Section, an employee must complete a fourteen (14) day waiting period, which commences on the date eligibility is established. An employee may work at the discretion of the employee's appointing authority and/or may take unpaid leave or may use any form of accrued paid leave or compensatory time for which he/she is qualified, or any combination thereof, during the fourteen (14) day waiting period. The fourteen (14) day waiting period under this Section shall satisfy the waiting period for disability leave benefits for employees who qualify for additional leave due to disability, provided the employee does not work during the two (2) week waiting

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period. The remaining four (4) weeks shall be paid at seventy percent (70%) of the employee's regular rate of pay.

**C. Leave Benefit**

An employee may utilize any other form of paid leave or compensatory time to supplement Adoption/Childbirth leave, up to a maximum of one hundred percent (100%) of the employee's regular biweekly rate of pay. Employees using Adoption/Childbirth leave who meet the eligibility requirements of the Family and Medical Leave Act (FMLA) shall have the entire non-working period of Adoption/Childbirth leave counted toward the employee's twelve (12) week FMLA entitlement. Adoption/Childbirth leave shall not affect an employee's right to leave under other provisions of this Agreement.

**D. Part-Time Employees**

The average regular hours worked (including holidays and paid leave) over the preceding three (3) month period shall be used to determine eligibility and benefits under this Section for part-time employees, provided that such benefits shall not exceed forty (40) hours per week. If the employee has not worked a three (3) month period, the number of hours for which the employee has been scheduled per week will be used to determine eligibility and benefits.

**E. Coordination with Disability Leave**

Employees who are receiving disability leave prior to becoming eligible for Adoption/Childbirth leave shall continue to receive disability leave for the duration of the disabling condition or as otherwise provided under the disability leave program. In the event that the employee's disability leave benefits terminate prior to the expiration of any benefits

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the employee would have been entitled to under Adoption/Childbirth leave, the employee will receive Adoption/Childbirth leave for such additional time without being required to serve an additional waiting period. In the event an infant child dies while the birth mother is using Adoption/Childbirth leave in lieu of disability leave benefits for that infant the leave shall continue for a period consistent with the appropriate recovery period for disability leave benefits for childbirth.

**F. Holidays**

Employees shall not be eligible to receive Holiday Pay while on Adoption/Childbirth leave. Holidays shall be counted as one (1) day of Adoption/Childbirth leave and shall be paid as Adoption/Childbirth leave, except that during the waiting period if an employee was in active pay status the day before a holiday the employee will be eligible to receive Holiday Pay as normal. Employees who work during a holiday shall be entitled to pay as provided in Article 26.

**G. Working During Adoption/Childbirth Leave Period**

Appointing authorities may allow employees to work reduced schedule during any portion of the six (6) week period, subject to the needs of the Agency. Employees who are permitted to work a reduced schedule during such period shall establish a schedule that is acceptable to the Appointing Authority. Only the time spent in non-work status during the period of Adoption/Childbirth leave may be applied as FMLA leave.

**H. Credit for Hours Worked or Supplemented**

Employees who work or supplement their pay during the latter four (4) weeks of leave, as described above, shall have their pay for hours worked or supplemented so calculated that

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working or supplementing thirty percent (30%) of their normally scheduled work hours during the pay period shall result in a biweekly pay amount equal to their regular biweekly pay. Employees who work more than thirty percent (30%) of their regularly scheduled hours shall forfeit paid Adoption/Childbirth leave on an hour for hour basis for all excess hours.

**I. Duration**

Under no circumstances shall Adoption/Childbirth leave be taken beyond six (6) weeks from the date of birth or placement a child for adoption. Adoption/Childbirth leave shall not be used to extend the layoff date of employees or to extend a period of employment for Established Term regular or irregular employees.

## ARTICLE 31 - LEAVES OF ABSENCE

### 31.01 - Unpaid Leaves

**A. Union Leave**

If an employee is serving as a Union officer, for no longer than the duration of his/her term of office up to four (4) years, the Employer shall grant unpaid leaves of absence upon request. If the employee's term of office extends more than four (4) years, the Employer may, at its discretion, extend the unpaid leave of absence. Employees returning from Union leaves of absence shall be reinstated to the job previously held. The person holding such a position shall be displaced. Leaves of absence for employees selected or appointed to staff positions with the Union shall expire at the end of twelve (12) months and at such time the employee shall be terminated, and has no further rights to the State position.

**B. Pregnancy Leave**

The Employer shall grant a pregnant employee up to six (6) months unpaid leave. (This

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does not preclude the employee from qualifying for additional leave under Paragraph C of this Section).

**C. Extended Illness**

The Employer may grant an unpaid leave of absence for up to one (1) year, if an employee has exhausted all other paid leave. The employee shall provide periodic, written verification by a medical doctor showing the diagnosis, prognosis and expected duration of the illness. Prior to requesting an extended illness leave, the employee shall inform the Employer in writing of the nature of the illness and estimated length of time needed for leave, with written verification by a medical doctor. If the Employer questions the employee's ability to perform his/her regularly assigned duties, the Employer may require a decision from an impartial medical doctor paid by the Employer to determine the employee's ability to return to work. If the employee is determined to be physically capable to return to work, the employee may be terminated if he/she refuses to return to work. In the event of conflicting medical opinion in Workers' Compensation cases, the order of the Industrial Commission District Hearing Officer shall be controlling with regard to the employee's ability to return to work.

**D. Other Unpaid Leave**

The Employer may grant unpaid leaves of absence to employees upon request for a period not to exceed one (1) year. Appropriate reasons for such leaves may include, but are not limited to education, parenting (if greater than ten (10) days), family responsibilities, or holding elective office (where holding such office is legal). The position of an employee who is on an unpaid leave of absence may be filled on a temporary basis in accordance with

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Article 7. The employee shall be reinstated to the same or a similar position if he/she returns to work within one (1) year. The Employer may extend the leave upon the request of the employee.

**31.02 - Military Leave**

If an employee enters military service, his/her employment will be separated with the right to reinstatement in accordance with federal statutes. An employee who is a member of the Ohio National Guard or any Reserve Component of the Armed Forces who is called to active duty for a period greater than that allowed under Section 30.02 shall be granted leave for the period of such active duty.

**31.03 - Application for Leave**

A request for a leave of absence shall be submitted in writing by an employee to the Agency designee. A request for leave shall be submitted as soon as the need for such a leave is known. The request shall state the reason for and the anticipated duration of the leave of absence.

**31.04 - Authorization for Leave**

Authorization for or denial of a leave of absence shall be promptly furnished to the employee in writing by the Agency designee.

**31.05 - Failure to Return from Leave**

Failure to return from a leave of absence after the expiration date thereof may be cause for discipline unless an emergency situation prevents the employee's return and evidence of such is presented to the Employer as soon as physically possible.

**31.06 - Application of the Family and Medical Leave Act**

The Employer will comply with all provisions of the Family and Medical Leave Act

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(FMLA). For any leave which qualifies under the FMLA, the employee may be required to exhaust all applicable paid leave prior to the approval of unpaid leave.

## ARTICLE 32 - TRAVEL

### 32.01 - Overnight Stays

Current practices regarding authorization for overnight stays shall continue. Overnight stay shall not be considered as travel time or hours worked. However, an employee required to spend two (2) or more consecutive days at a place other than his/her normal report-in location shall be granted travel time for one (1) round trip.

### 32.02 - Personal Vehicle

~~Effective October 1, 2009, i~~**I**f 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 less than forty-five cents ($.45) nor greater than the Internal Revenue Service's rate but if the Internal Revenue Service's rate is reduced to an amount lower than forty-five cents ($.45), 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 cents ($.13) 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.

### 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

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appropriate out-of-state reimbursement.

If the Agency Head or designee requires an employee to stay overnight, the employee shall be reimbursed up to the rate set by the U.S. General Services Administration ~~effective October 1, 2009~~, plus tax per day for actual lodging expenses incurred. The employee shall receive a per diem rate for meal expenses and other incidentals incurred at the rate set by the U.S. General Services Administration, prorated in accordance with the regulations of the Office of Budget and Management (OBM). The Agency may require receipts or other proof of expenditures before providing reimbursement, except for meals and incidentals.

**32.04 - 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 with receipts provided to OBM. The maximum meal rate is authorized only during the portion of the trip that is outside the United States.

**32.05 - 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

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payment, or one dollar ($1.00), whichever is greater.

~~Effective October 1, 2009, a~~**A**ll 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 discontinuing the State credit card program. No new State credit cards will be issued. Employees currently holding State credit cards are permitted to maintain them.

**32.06 - 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.

**32.07 - Miscellaneous**

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

## ARTICLE 33 - UNIFORMS AND TOOLS

**33.01 - Uniforms**

When the Employer requires an employee to wear a uniform, the Employer will furnish sized uniforms appropriate to the gender of the wearer on a replacement basis. If the Employer requires an employee to wear a specific type of safety shoe the Employer will provide the shoe or reimburse the employee for the cost of the shoe at the Employer's option. The Employer will

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keep the uniform in good repair and will replace it when the uniform is ruined through normal wear and tear. If the uniform needs repair or replacement due to the negligence of an employee, the employee will bear the cost of the repair or replacement. In those institutions where cleaning facilities are available, uniforms shall be cleaned by the Employer. However, they shall not be cleaned with the inmates', clients' or residents' clothes. In all other Agencies the Employer shall provide one hundred twenty-five dollars ($125) per year for uniform cleaning and repair.

**33.02 - Tools**

The Agency shall furnish and maintain in good condition the equipment needed by employees to perform their jobs. However, certain employee classifications, e.g., Auto Mechanic, may be required to furnish their own equipment, including but not limited to hand tools.

If employees are required to furnish their own tools or equipment, the Employer shall replace such tools or equipment when they are lost due to fire, wind or theft by forcible entry when in the care or custody of the Employer. The tools or equipment will be replaced with like tools or equipment.

Each employee shall furnish a complete list of his/her tools or equipment, including an accurate description and replacement cost, to his/her immediate supervisor in writing within thirty (30) days from the effective date of this Agreement. An employee shall keep such list current.

## ARTICLE 34 - SERVICE-CONNECTED INJURY AND ILLNESS

**34.01 - Health Insurance**

Employees receiving Occupational Injury Leave (OIL), Salary Continuation, or Hostage

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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. The Employer has the right to recover such payments if the Workers' Compensation claim is determined to be non-compensable.

**34.02 - 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 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.

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Effective for dates of injury occurring on or after September 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

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administrative appeals have been exhausted, either substitute the use of paid sick, vacation, or personal leave, or repay the Employer any Salary Continuation received during the period of time from the date of injury until the final administrative determination on the claim has been made. The Agency will work with the employee to determine if leave will be deducted and/or to set up a repayment procedure.

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

If an employee elects to utilize his/her sick leave, personal leave, vacation leave or compensatory time balances in lieu of Salary Continuation pending determination of a Workers' Compensation claim arising from employment with the State of Ohio, the Employer shall allow the employee, upon execution of a Wage Agreement, to buy back those leave balances within two (2) 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.

**34.03 - Other Leave Usage to Supplement Workers' Compensation**

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

**34.04 - Occupational Injury Leave**

Permanent employees of the Department of Mental Health, the Department of ~~Mental Retardation and~~ Developmental Disabilities, Department of Veterans Services, the Schools for the Deaf and Blind, the Department of Rehabilitation and Correction, and the Department of

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Youth Services shall be eligible up to a maximum of total of nine hundred sixty (960) hours of Occupational Injury Leave per claim with pay at total 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.

**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 (2) options have been exhausted, the employee may use

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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.

**34.06 - Hostage Leave**

An employee who has been taken hostage shall be eligible for up to sixty (60) days leave with pay at total rate which shall not be charged to sick leave, vacation, or any other accrued leave, as determined necessary by a licensed physician or psychiatrist to recover from psychological disability.

**34.07 - Leave to Attend Industrial Commission Hearing**

An employee shall be granted time off with pay from regularly scheduled work hours, including travel time, sufficient to attend one (1) hearing conducted by the Ohio Industrial Commission in the determination of the employee's Workers' Compensation claim. In addition, an employee will be granted time off with pay from regularly scheduled work hours, including travel time, sufficient to attend any hearing where the Employer contests the employee's Workers' Compensation claim.

**34.08 - Implementation**

A committee of three (3) Employer representatives and three (3) Union representatives

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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 November 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.

~~**34.09 - Joint Training**~~

~~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

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conditions precluded by OAC 123:1-33-~~14~~**03** are not eligible for disability benefits, unless the exceptions of the Section are met. An application for disability benefits based on a diagnosis of a mental disorder, including but not limited to, psychosis, mood disorders, and anxiety, must be confirmed by a licensed mental health provider authorized by the Employer's Mental Health Administrator. Where the initial application is accompanied by the opinion of such provider, it shall be processed accordingly. However, where the diagnosis is submitted by any other medical professional, the Employer shall make expeditious arrangements for the required examination by the licensed mental health provider. Approval of the application will be contingent upon receipt of substantiation from such provider. In the event the examination is outside the parameters of the employee's mental healthcare plan, the cost of the examination shall be borne by the Employer.

C. Part-time or established term regular and established term irregular employees who have worked fifteen hundred (1,500) or more hours within the twelve (12) calendar months preceding disability shall be entitled to disability benefits based upon the average regular weekly earnings for weeks worked over that twelve (12) month period.

D. ~~Disability benefits will be paid at seventy percent (70%) of the employee's 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, d~~**D**isability 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~~

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~~Article 35 prior to July 1, 2009 shall be paid according to the terms of Article 35 contained in the Collective Bargaining Agreement which expired on April 15, 2009.~~

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~~**03**, 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 123:1-3~~3~~**0**. 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

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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.

**35.02 - Disability Review**

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

The Employer and the Union shall review such concerns as time frames, paper flow, and possible refinement of procedural mechanisms for disability claim approval.

**35.03 - Information Dissemination**

The Employer recognizes the need to standardize the communication of information regarding disability benefits and application procedures. To that end, the Employer and the

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Department of Administrative Services shall produce explanatory materials, which shall be made available to Union representatives, stewards or individual employees upon request.

**35.04 - Orientation**

~~No later than September 2006, t~~**T**he Union and the Employer shall ~~develop~~ **maintain** a disability orientation program, focusing on eligibility requirements, for Union representatives so that they may train stewards as part of the information dissemination effort.

**35.05 - Insurance Providers and Third Party Administrators**

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

The Employer reserves the right to contract with a licensed mental health adjudicator to evaluate and approve or disapprove applications for disability leave based on any form of mental disorder as provided in Section 35.01 of this Article.

## ARTICLE 36 - WAGES

**36.01 - Definitions**

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

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

"Base rate" is the employee's step rate plus longevity adjustment.

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

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

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

**36.02 - General Wage Increase**

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

**36.03 - Step Movement**

~~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 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, n~~**N**ewly hired employees will move to the next step in their pay range after completion of probation. ~~In periods other than June 21, 2009 through June 20, 2011, s~~**S**ubsequent step movement shall occur after one (1) year 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

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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.

**36.04 - Promotions**

Employees who are promoted shall be placed in a step to guarantee an increase of approximately four percent (4%).

**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

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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.

2. Joint Review

**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~~ **Workforce Administration**, and two (2) 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.

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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

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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 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 of Article 25 within thirty (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 sixty (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

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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

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the supervisor's review. Employees on disability will be given the option to complete a PDQ, or have their supervisor complete a PDQ.

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

If an employee is found to have been improperly classified as determined from his/her PDQ, the employee shall be allocated to the appropriate classification in accordance with the finding of DAS. If the employee is performing duties of a lower classification, the employee shall be assigned into a lower classification and shall be placed in the step within the 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

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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 of Article 25 within thirty (30) days of receipt of written notice of the Department of Administrative Services determination. An Arbitrator shall have no authority to award back pay for any period of time prior to the beginning of the fiscal year that begins after the grievance award.

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.

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**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

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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.

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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 three and a half percent (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 (2) 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

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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 (2) 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 (1) 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.

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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 thirty (30) days of the assignment pursuant to Section 5 (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 (2) years of the Agency transition.

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 Three 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 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

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Committee will be referred to Step Four 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.

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.

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.

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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.

**C. High Performance Work Systems**

The Employer and the Union agree to explore the development of high performance work systems. 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 **or designee**. 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.

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.

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.

**36.06 - Roll Call Pay**

Effective July 1, 2004, Correction Officers and Psychiatric Attendants in the Department

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of Rehabilitation and Correction shall be entitled to thirty (30) minutes of roll call pay at straight time for reporting not less than ten (10) minutes prior to the beginning of their shift. Roll call pay shall not be considered time in active pay status for the purposes of Article 13, Section 13.10.

**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 directly by warrant of the Director of Budget and Management, 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.

**36.08 - Shift Differential**

Bargaining unit members who regularly work shifts beginning between 2:00 p.m. and

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3:00 a.m. shall receive thirty-five cents ($.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.

**36.09 - Electronic Funds Transfer (EFT)**

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

**36.10 - Agency Specific Agreements**

Any Agency Specific Agreement reached during the present round of negotiations that provides for any increase in the form of salaries, bonuses or supplements, etc. is null and void as to the amount of the increase. All present supplements in Agency Specific Agreements should continue unchanged for the duration of this Agreement.

**36.11 - ~~Cost Savings Days (CSD)~~**

~~Full-time permanent employees in bargaining units 6, 7, 9, 13, and 14 shall take ten (10)~~

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~~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 eighty (80) 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 (1) day up to the total of eighty (80) 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~~

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~~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.~~

**~~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 fifty dollars ($50.00) in excess wages have been paid to an employee as the result of an error by the Employer, no more than fifty dollars ($50.00) per pay period shall be deducted from an employee's paycheck, unless the error was readily identifiable by the

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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.

~~**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 (80) hours) from the other employee groups referenced above, then OCSEA will be given the more generous package.~~

## ARTICLE 37 - EMPLOYEE TRAINING AND DEVELOPMENT

### 37.01 - Dissolution of the Workforce Development Fund-(5D7 Fund)

Effective June 30, 2006 the Workforce Development Fund (5D7 Fund) shall cease to exist for the purposes of funding the obligations of this Article. New applications for computer loans postmarked subsequent to January 27, 2006 and tuition vouchers postmarked subsequent to February 28, 2006 will not be accepted with the exception of tuition vouchers for employees already enrolled in an identifiable curriculum of: 1) higher education; 2) attainment of

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certification; or 3) licensure. In consideration of the Union's full assumption of the obligation to provide benefits to the bargaining unit as detailed in Section 37.03 (A) of this Agreement subsequent to June 30, 2006, and in lieu of any and all claims by way of a settlement of the unencumbered balance of the 5D7 fund, the State will convey to the Union from the 5D7 fund a single lump sum conveyance of $1,500,000 not later than July 15, 2006. The Union forfeits all claims against the Employer for any and all residual assets of the 5D7 fund, with the following exception: Those files, databases, equipment, and other materials which were purchased by the fund for the sole use of fund administration, which are no longer needed by the Department of Administrative Services for final disposition of fund business, will be transferred to the Union. Existing employee computer loan balances shall be repaid to the 5D7 fund in accordance with loan obligation agreements through the current payroll deduction arrangement.

**37.02 - Training and Development**

The Employer and the Union recognize the importance of employee training and development as an element of productivity and quality improvement. Employee training and development is regarded as a strategic investment to expand as well as develop employee skills through training initiatives.

**37.03 - Union Education Trust**

A. Purpose

The Employer shall contribute to the Union Education Trust for the purpose of developing and supporting a comprehensive program of employee training initiatives, including but not limited to the following:

1. Basic skills development;

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2. Technical and computer skills training;
3. Tuition assistance, reimbursement and vouchers;
4. Workplace redesign and technological change;
5. Education related to Labor/Management relationships and problem-solving;
6. Agency-specific projects.

B. Funding and Accounting

~~Effective July 1, 2006, t~~**T**he Employer shall contribute to the OCSEA Union Education Trust a monthly amount equal to nineteen dollars ($19.00) for each bargaining unit member in active pay status or receiving OIL or Salary Continuation or on leave under either Voluntary Cost Savings Program (Appendix R) ~~or Cost Savings Day (Article 36.11)~~ as of the 1st of the month. The amount of the Employer contribution shall be transmitted to the Union no later than the end of the month. Not less than three (3) months following the end of the Union's fiscal year, OCSEA shall provide the Department of Administrative Services Finance Officer a full and accurate accounting of the Fund by an independent outside auditor using Generally Accepted Accounting Principles (GAAP). State bargaining unit employees in active pay status who serve as trustees of the OCSEA Union Education Trust will receive release from their normal duties in accordance with the provisions of Article 3, Section 3.10 (A) for the purpose of attending quarterly fund meetings and conferences related to the administration of the fund's business, programs or initiatives.

**37.04 - Orientation Training**

Every new employee will receive orientation that provides an overview of the role and function of the Agency. Such orientation may also include, but is not limited to, current

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procedures, forms, methods, techniques, materials and equipment. This may be done on a group basis and shall be given as needed.

Employees who work in Corrections, Youth Services, MH and ~~MRDD~~ **DODD** facilities will be provided training in crisis intervention techniques to appropriately respond to client behavior that could result in injury to self or others.

**37.05 - In-Service Training**

Whenever employees are required to participate in in-service training programs, they shall be given time off from work with pay to attend such programs, including any travel time needed. The Employer shall pay any costs incurred in such training. Every reasonable effort shall be made to notify employees of training opportunities through available channels of communication.

**37.06 - Leave for Training/Continuing Education Programs**

The Employer may grant permanent employees paid leave during regular work hours to participate in non-Agency training/continuing education programs which are directly related to work in the employee's Agency and will lead to the improvement of the employee's skills and job performance or as a part of an approved career ladder or skill expansion program. Reasonable effort will be made to equitably distribute such training opportunities among employees.

**37.07 - Training Records**

Except where the Union and the State have otherwise agreed, upon completion of a training/continuing education program, the participant will forward a certificate or other

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appropriate recognition of course completion to the appropriate Agency designee for placement in the employee's personnel file.

If such evidence is not received, additional requests for release time will not be approved.

**37.08 - Pre-Retirement Programs**

The Employer shall request the Public Employees Retirement System to conduct pre-retirement programs or it may conduct such programs for employees who are within one (1) year of eligibility for full retirement. Such training, if provided, shall be during regular working hours and eligible employees scheduled to work at that time shall be given time off to attend the training. Employees may attend only one (1) training session.

**37.09 - Accreditation, Licensure or Certification Requirements**

If accreditation, licensure or certification requirements of a position are changed and an employee serving in such a position does not possess the requirements(s), the affected employee shall meet such requirement(s) as soon as reasonably possible.

If meeting the requirement(s) requires additional in-service training and/or leave for training/continuing education programs, Sections 37.04 and 37.05 may be applied.

If an employee does not meet the requirement(s) within a reasonable period of time, the employee shall be moved into another position. If that position pays less than the employee's present salary, the employee's salary shall be frozen until such time as the employee's new pay schedule catches up with the frozen salary.

**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

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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.

## ARTICLE 38 - TECHNOLOGICAL CHANGE

Whenever new equipment or technological changes significantly affect operations, the Employer will provide notice to the Union as soon as practicable but not less than sixty (60) days in advance. The Employer, whenever possible, will provide training to employees to acquire the skills and knowledge necessary for the new procedures.

Reasonable notice shall be given in advance of any technological changes that could potentially displace employees so that employees can be retrained. Such training shall be for employees to acquire skills and knowledge necessary to adapt to the technological changes within the Agency. Training will be provided on an equal opportunity basis to all employees within the affected classification; where there are limitations of resources, State seniority shall be used to determine the order in which training opportunities are made available. An employee shall be responsible for registering for such training.

The Employer will make every reasonable effort to schedule the training during normal working hours. If the training does occur during normal working hours, then the employee to be trained shall be permitted time off to participate in the training. The training shall be at the Employer's expense.

Should an employee be unable to satisfactorily complete the required training, the

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Agency will make a good faith effort to place an employee into a similar position within the same geographic jurisdiction (see Appendix J). If that position is at a pay level less than the employee is presently receiving, the employee's salary shall be frozen until such time as the employee's new pay schedule catches up to the frozen salary.

## ARTICLE 39 - SUB-CONTRACTING

### 39.01 - Contracting Out

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

If the Employer considers contracting out a function or service, which would result in the layoff of bargaining unit employees, the Employer shall provide not less than 120 days advance written notice to the Union. Upon request the Employer shall meet with the Union to discuss the reasons for the contracting proposal and provide the Union an opportunity to present alternatives.

If the Employer does contract out, any displaced employee will have the opportunity to fill existing equal rated permanent vacancies at his/her work location or other work locations of the Agency. In the event an employee needs additional training to perform the required work in such other position, which can be successfully completed within a reasonable length of time, the Employer shall provide the necessary training during working hours at the Employer's expense.

Except for government employees from other jurisdictions who are part of a State Agency's organizational structure, non-State employees will not ordinarily serve as supervisors (as defined by ORC Section 4117.01(F)) of any bargaining unit employees. Bargaining unit

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employees will not be responsible for training contract workers, except bargaining unit employees may be required to provide orientation and training related to Agency policies, procedures and operations.

**39.02 - Contracting-In**

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

B. Within thirty (30) days of the effective date of this Agreement the State will furnish to the Union the State Agency website addresses that identify Requests for Proposals (RFP) and Invitation to Bids (ITBS) for work it expects to contract out. The Union will receive additional State websites within thirty (30) days of when they come on line.

**39.03 - Joint Sub-Contracting Pilots**

Within 120 days of this Agreement the parties will agree to the establishment of three (3) Agency pilot programs that will explore Agency contracting practices and develop strategies for alternatives to contracting out. Pilots will explore the factors that motivate subcontracting,

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discuss future plans and develop joint strategies that will permit State employees to perform the work by meeting the Agency service delivery needs.

## ARTICLE 40 - INDEMNIFICATION

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

Premiums for any bond required by the Employer or law for any employee to carry out his/her assigned duties shall be paid by the Employer.

## ARTICLE 41 - NO STRIKE/NO LOCKOUT

### 41.01 - Union Prohibition

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

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**41.02 - Affirmative Duty**

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

**41.03 - Disciplinary Actions**

It is further agreed that any violation of the above shall be automatic and sufficient grounds for immediate disciplinary action. Any such disciplinary action may be appealed pursuant to Article 25 herein contained.

**41.04 - Employer Prohibition**

The Employer agrees that it shall not lockout any employees.

## ARTICLE 42 - SAVINGS

Should any part of this Agreement be declared invalid by operation of law or by a tribunal of competent jurisdiction, the remainder of the Agreement will not be affected thereby but will remain in full force and effect. In the event any provision is thus rendered invalid, upon written request of either party, the Employer and Union will meet promptly and negotiate a mutually satisfactory modification within thirty (30) days.

## ARTICLE 43 - DURATION

**43.01 - Duration of Agreement**

This Agreement shall continue in full force and effect for the period ~~April 16, 2009~~

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**March 1, 2012,** through ~~February 29, 2012~~ **February 28, 2015**, 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.

**43.02 - Renegotiations**

The Union shall designate approximately twenty-one (21) bargaining unit members to serve on the master negotiating team (based upon one (1) member for each 2,000 bargaining unit employees or major fraction thereof, with a minimum of one (1) per unit, plus the three (3) statewide elected officers). The parties may mutually agree to sub-divide the master teams to negotiate bargaining unit issues. If such unit negotiations cannot be sufficiently staffed by members of the master negotiating teams, the parties may mutually agree to additional members. Members of the Union negotiating team shall be paid by the Employer for the time spent in negotiations with the Employer as well as for the time spent en route to and from such negotiations, provided that no Union negotiating team member shall receive more than eight (8) hours pay for any single day. At the request of the Union, Union negotiating team members will also be paid for at least three (3) days of negotiations preparations.

An additional forty (40) designated Union representatives shall each be allowed up to a total of twenty-four (24) hours of paid time, as requested by the Union, for purposes of consulting with the negotiating team in the development of proposals and during the final weeks of bargaining.

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**43.03 - Mid-Term Contractual Changes**

The Employer and the Union have the power and authority to enter into amendments of this Agreement during its term constituting an addition, deletion, substitution or modification of this Agreement. Any amendment providing for an addition, deletion, substitution or modification of this Agreement must be in writing and executed by the ~~Executive Director~~ **President** of the Union **or designee** and the Director of the Department of Administrative Services or designee. Upon its execution, such amendment shall supersede any existing provision of this Agreement in accordance with its terms and shall continue in full force and effect for the duration of this Agreement. All other provisions of this Agreement not affected by the amendment shall continue in full force and effect for the term of this Agreement. Memoranda of Understanding, amendments and any other mutually agreed to provisions, during the term of this Agreement, become effective upon the execution by the Deputy Director of the Office of Collective Bargaining and the President of the Union. In the event such Memoranda of Understanding, amendments, or any other mutually agreed to provision require ratification by the Union's membership, such ratification shall be made within sixty (60) days or such agreements shall be deemed ratified.

**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~~

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~~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 Five 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.~~

**~~43.05 -~~ 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. Those documents which have been mutually agreed to have any continuing effect shall be posted on the appropriate Agency website. 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.

**43.0~~6~~5 - Contract Dispute**

Whenever there is a dispute as to the correct interpretation of a matter resolved through mediation/fact finding, the parties agree that the mediator/fact finder shall be retained to clarify the matter in the dispute. In the event the mediator/fact finder is unable to clarify the matter, it may be resolved pursuant to the Grievance Procedure.

## ARTICLE 44 - MISCELLANEOUS

**44.01 - Agreement**

To the extent that this Agreement addresses matters covered by conflicting State statutes, administrative rules, regulations or directives in effect at the time of the signing of this

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Agreement, except for ORC Chapter 4117, this Agreement shall take precedence and supersede all conflicting State laws.

**44.02 - Operations of Rules and Law**

To the extent that State statutes, regulations or rules promulgated pursuant to ORC Chapter 119 or Appointing Authority directives provide benefits to State employees in areas where this Agreement is silent, such benefits shall be determined by those statutes, regulations, rules or directives.

**44.03 - Total Agreement**

This Agreement represents the entire agreement between the Employer and the Union and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, practices and benefits previously and presently in effect, may be modified or discontinued at the sole discretion of the Employer. This Section alone shall not operate to void any existing or future Ohio Revised Code (ORC) statutes or rules of the Ohio Administrative Code (OAC) and applicable federal law.

**44.04 - Work Rules**

After the effective date of this Agreement, Agency work rules or institutional rules and directives must not be in violation of this Agreement. Such work rules shall be reasonable. The Union shall be notified prior to the implementation of any new work rules and shall have the opportunity to discuss them.

**44.05 - Technology**

No State employee should have an expectation of privacy while on paid time as an employee.

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**44.06 - Successor**

In the event that the Employer or any of its Agencies covered by this Agreement sells, leases, transfers or assigns any of its facilities to political subdivisions, corporations or persons, and such sale, lease, transfer or assignment would result in the layoff or termination of employees covered by this Agreement, the Agency and Employer shall attempt in good faith to arrange for the placement of such employees with the new Employer or the State.

The Agency shall notify the Union in writing at least thirty (30) days in advance of the final date of any such sale, lease, transfer or assignment.

In the event the Employer plans to close an institution (i.e., a facility at Mental Health, ~~Mental Retardation and~~ Developmental Disabilities, Department of Rehabilitation and Correction, Department of Youth Services, and Department of Veterans Services) or part thereof, resulting in the layoff of employees, it shall give ninety (90) days advance notice to the Union. The Union shall be given the opportunity to discuss the planned closure with the Employer. Should it become necessary to close an Agency, institution or part thereof, the following guidelines will be utilized:

A. Where individual institution(s) or part(s) thereof are closed resulting in layoffs, the provisions of Article 18 will apply;

B. The Agency(s) will seek to absorb all affected employees or help displaced workers obtain employment in other areas of the public sector;

C. A concerted effort will be made to relocate displaced employees within the framework of any new delivery system. The Employer will seek to involve the Union and any newly-created

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structure in a positive program for the hiring and possible retraining of any displaced employee;

D. In cooperation with the Union, the Agency(s) will aggressively search for any available program assistance for the purpose of job training and/or placement. The Union and the Employer will closely examine all possible avenues for human resource assistance in both the public and private sectors.

**44.07 - Errata**

It is the understanding of the parties that any errors in printing or typography will not alter the intent of the parties with respect to any such item.

**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.

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## APPENDIX A

**Classifications - Bargaining Unit 3**

The following classifications, including any parenthetical subtitles, are included in Bargaining Unit Three: (NOTE: All classes numbered 30000 to 39999 are holding classes.)

| Class No. | Pay Range | Title |
|---|---|---|
| 22591 | 27 | Shooting Range Attendant |
| 26511 | 28 | Correctional Firefighter |
| 30212 | 08 | Security Technician 2 |
| 44141 | 27 | Psychiatric Attendant |
| 44142 | 28 | Psychiatric Attendant Coordinator |
| 46111 | 25 | Security Officer 1 |
| 46112 | 26 | Security Officer 2 |
| 46514 | 28 | Juvenile Correctional Officer |
| 46531 | 28 | Correction Officer |
| 46532 | 29 | Correction Sergeant/Counselor |
| 46611 | 06 | Youth Leader (Blind/Deaf School) |

## APPENDIX B

**Classifications - Bargaining Unit 4**

The following classifications, including any parenthetical subtitles, are included in Bargaining Unit Four: (NOTE: All classes numbered 30000 to 39999 are holding classes.)

| Class No. | Pay Range | Title |
|---|---|---|
| 17321 | 05 | Social Service Aide |
| 17331 | 05 | Personal Services Worker |
| 18111 | 03 | Children's Teacher Aide 1 |
| 18112 | 04 | Children's Teacher Aide 2 |
| 18113 | 25 | Children's Teacher Aide 3 |
| 18121 | 26 | Adult Teacher Aide 1 |
| 18122 | 27 | Adult Teacher Aide 2 |
| 18123 | 28 | Adult Teacher Aide 3 |
| 18131 | 25 | Vocational Instructor 1 |
| 18132 | 26 | Vocational Instructor 2 |
| 18141 | 25 | Rehabilitation Aide |
| 18531 | 04 | Recreation Aide |
| 30881 | 26 | Mental Health Technician 1 |

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| Class No. | Pay Range | Title |
|---|---|---|
| 42711 | 05 | Cosmetologist |
| 42731 | 05 | Barber |
| 42741 | 05 | **Qualified** Pharmacy ~~Attendant~~**Technician** |
| 44111 | 04 | Hospital Aide |
| 44112 | 05 | Therapeutic Program Worker |
| 44113 | 26 | Hospital Aide Coordinator 1 |
| 44114 | 27 | Hospital Aide Coordinator 2 |
| 44161 | 10 | Licensed Practical Nurse |
| 44210 | 04 | Activities Aide |
| 44211 | 26 | General Activities Therapist 1 |
| 44212 | 27 | General Activities Therapist 2 |
| 44213 | 27 | Activity Therapy Specialist 1 |
| 44214 | 29 | Activity Therapy Specialist 2 |
| 44260 | 26 | Therapy Aide |
| 44261 | 28 | Licensed Physical Therapy Assistant |
| 44310 | 29 | Occupational Therapy Assistant |
| 44510 | 27 | Exercise Physiologist Assistant |
| 44731 | 27 | Community Adjustment Trainer 1 |
| 44732 | 27 | Community Adjustment Trainer 2 |
| 46621 | 04 | Child Care Worker |
| 65311 | 28 | Emergency Medical Technician - Ambulance |
| 65312 | 28 | Advanced Emergency Medical Tech. - Ambulance |
| 65313 | 29 | Paramedic |
| 86121 | 27 | Phlebotomist |
| 86311 | 27 | Dental Technician |
| 86313 | 27 | Dental Assistant |
| 86321 | 30 | Radiographer |
| 86331 | 29 | EEG/EKG Technician |

## APPENDIX C

### Classifications - Bargaining Unit 5

The following classifications, including any parenthetical subtitles, are included in Bargaining Unit Five: (NOTE: All classes numbered 30000 to 39999 are holding classes.)

| Class No. | Pay Range | Title |
|---|---|---|
| 14211 | 04 | Commissary Worker 1 |
| 14212 | 06 | Commissary Worker 2 |
| 30021 | 04 | Custodial Work Coordinator |

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| Class No. | Pay Range | Title |
|---|---|---|
| 42111 | 02 | Custodial Worker |
| 42321 | 04 | Meatcutter |
| 42331 | 06 | Baker |
| 42341 | 01 | Food Service Worker |
| 42351 | 03 | Cook 1 |
| 42352 | 05 | Cook 2 |
| 42411 | 04 | Food Service Coordinator 1 |
| 42412 | 06 | Food Service Coordinator 2 |
| 42441 | 30 | Food Consultant |
| 42451 | 28 | Correctional Food Service Coordinator |
| 42511 | 04 | Fabric Worker 1 |
| 42512 | 04 | Fabric Worker 2 |
| 42521 | 01 | Laundry Worker |
| 42541 | 28 | Correctional Laundry Coordinator |

## APPENDIX D

### Classifications - Bargaining Unit 6

The following classifications, including any parenthetical subtitles, are included in Bargaining Unit Six: (NOTE: All classes numbered 30000 to 39999 are holding classes.)

| Class No. | Pay Range | Title |
|---|---|---|
| ~~22131~~ | ~~27~~ | ~~YCC Work Project Coordinator~~ |
| ~~22151~~ | ~~25~~ | ~~CCC Dormitory Advisor~~ |
| ~~22171~~ | ~~08~~ | ~~CCC Project Crew Leader~~ |
| 22221 | 27 | Fish Management Technician |
| 22241 | 05 | Net Constructor |
| 22242 | 07 | Net Construction Specialist |
| 22280 | 28 | Wildlife Research Technician |
| 22411 | 28 | Preserve Manager Aide |
| 22511 | 05 | Parks Conservation Aide |
| 22513 | 07 | Parks Conservation Coordinator |
| 22551 | 07 | Lock Area Technician |
| 22560 | 24 | Campground Attendant |
| 22565 | 27 | Campground Coordinator 1 |
| 22566 | 28 | Campground Coordinator 2 |
| 22611 | 03 | Natural Resources Worker (Table 11) |
| 22831 | 02 | Conservation Worker |
| 22832 | 04 | Conservation Aide |

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| Class No. | Pay Range | Title |
|---|---|---|
| 22833 | 05 | Conservation Crew Leader |
| 30462 | 08 | Auto Mechanic 2 |
| 30632 | 07 | Welder 2 |
| 30672 | 08 | Electrician 2 |
| 30681 | 08 | Equipment Maintenance Coordinator |
| 30723 | 08 | Sawyer 3 |
| 30745 | 09 | Correction Farm Supervisor 2 |
| 46540 | 04 | Correctional Farm Laborer |
| 46541 | 08 | Correctional Farm Coordinator |
| 46551 | 28 | Penal Workshop Specialist |
| 46552 | 29 | Penal Workshop Quality Control Specialist |
| 52111 | 06 | Automotive Body Repair Worker 1 |
| 52112 | 08 | Automotive Body Repair Worker 2 |
| 52121 | 04 | Automotive Tire Repair Worker |
| 52130 | 02 | Automotive Service Worker |
| 52131 | 05 | Automotive Mechanic 1 |
| 52132 | 07 | Automotive Mechanic 2 |
| 52133 | 09 | Automotive Technician |
| 52141 | 06 | Motor Fleet Coordinator |
| 52142 | 07 | Motor Fleet Coordinator Specialist |
| 52211 | 07 | Mason |
| 52221 | 06 | Plasterer |
| 52231 | 07 | Steam Fitter 1 |
| 52232 | 08 | Steam Fitter 2 |
| 52240 | 05 | Assistant Carpenter |
| 52241 | 07 | Carpenter 1 |
| 52242 | 08 | Carpenter 2 |
| 52251 | 07 | Painter 1 |
| 52252 | 08 | Painter 2 |
| 52260 | 05 | Assistant Plumber |
| 52261 | 07 | Plumber 1 |
| 52262 | 08 | Plumber 2 |
| 52271 | 07 | Sheet Metal Worker 1 |
| 52272 | 08 | Sheet Metal Worker 2 |
| 52281 | 07 | Electrician 1 |
| 52282 | 08 | Electrician 2 |
| 52290 | 05 | Assistant Air Quality Technician |
| 52291 | 08 | Air Quality Technician 1 |
| 52292 | 09 | Air Quality Technician 2 |
| 52311 | 07 | Machinist 1 |
| 52312 | 08 | Machinist 2 |
| 52321 | 06 | Welder 1 |

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| Class No. | Pay Range | Title |
|---|---|---|
| 52322 | 07 | Welder 2 |
| 52341 | 11 | Lab Machinist |
| 52351 | 08 | Adaptive Equipment Technician |
| 52361 | 09 | Restoration Mason |
| 52821 | 27 | Exploratory Drill Operator 1 |
| 52822 | 29 | Exploratory Drill Operator 2 |
| 52831 | 05 | Upholsterer |
| 52851 | 06 | Tailor |
| 52861 | 08 | Locksmith |
| 53111 | 04 | Maintenance Repair Worker 1 |
| 53112 | 05 | Maintenance Repair Worker 2 |
| 53113 | 07 | Maintenance Repair Worker 3 |
| 53121 | 06 | Maintenance Inspector |
| 53151 | 09 | Assistant Statue/Decorative Artwork Restorer |
| 53161 | 07 | Laboratory Facility Maintenance Specialist 1 |
| 53162 | 09 | Laboratory Facility Maintenance Specialist 2 |
| 53163 | 11 | Laboratory Facility Maintenance Specialist 3 |
| 53211 | 05 | Highway Maintenance Worker 1 |
| 53212 | 06 | Highway Maintenance Worker 2 |
| 53213 | 07 | Highway Maintenance Worker 3 |
| 53214 | 08 | Highway Maintenance Worker 4 |
| 53230 | 05 | Bridge and Lock Tender |
| 53231 | 07 | Bridge Worker 1 |
| 53232 | 08 | Bridge Worker 2 |
| 53241 | 05 | Routemarker 1 |
| 53242 | 08 | Routemarker 2 |
| 53261 | 28 | Soils Foundation Technician |
| 53320 | 05 | Signal Electrician Assistant |
| 53322 | 07 | Signal Electrician 1 |
| 53323 | 08 | Signal Electrician 2 |
| 53324 | 09 | Traffic Control Devices Technician |
| 53411 | 08 | Sign Fabrication Technician |
| 53521 | 04 | Dairy Worker 1 |
| 53522 | 06 | Dairy Worker 2 |
| 53531 | 08 | Farm Coordinator |
| 53541 | 08 | Correctional Dairy Processing Plant Operator |
| 53611 | 04 | Groundskeeper 1 |
| 53612 | 05 | Groundskeeper 2 |
| 53613 | 06 | Groundskeeper 3 |
| 53621 | 04 | Golf Course Worker 1 |
| 53622 | 06 | Golf Course Worker 2 |
| 53631 | 04 | Roadside Park Caretaker 1 |

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| Class No. | Pay Range | Title |
|---|---|---|
| 53632 | 05 | Roadside Park Caretaker 2 |
| 53633 | 07 | Roadside Park Caretaker 3 |
| 53811 | 02 | Laborer |
| 53813 | 04 | Laborer Crew Leader |
| 53821 | 05 | Delivery Worker |
| 53831 | 04 | Mover 1 |
| 53832 | 07 | Mover 2 |
| 53841 | 03 | Parking Facilities Attendant 1 |
| 53842 | 04 | Parking Facilities Attendant 2 |
| 53851 | 08 | Lottery Delivery Worker |
| 54211 | 06 | Aircraft Attendant |
| 54221 | 11 | Aircraft Maintenance Technician |
| 54411 | 05 | Equipment Operator 1 |
| 54412 | 06 | Equipment Operator 2 |
| 54413 | 07 | Equipment Operator 3 |
| 54414 | 07 | Equipment Operator 4 |
| 54421 | 06 | Dredge Operator 1 |
| 54422 | 07 | Dredge Operator 2 |
| 54441 | 04 | Vehicle Operator 1 |
| 54442 | 06 | Vehicle Operator 2 |
| 54451 | 05 | Ambulance Operator |
| 54461 | 31 | Research Vessel Operator |
| 54511 | 04 | Boiler Maintenance Worker |
| 54513 | 06 | Boiler Repair Worker |
| 54531 | 08 | Stationary Engineer 1 |
| 54532 | 09 | Stationary Engineer 2 |
| 54541 | 05 | Boiler Operator 1 |
| 54542 | 06 | Boiler Operator 2 |
| 54610 | 06 | Treatment Plant Aide |
| 54611 | 06 | Treatment Plant Operator-in-Training |
| 54612 | 08 | Treatment Plant Operator |
| 54613 | 09 | Treatment Plant Coordinator 1 |
| 54614 | 31 | Treatment Plant Coordinator 2 |
| 54640 | 06 | Water Plant Aide |
| 54641 | 08 | Water Plant Operator-in-Training |
| 54642 | 28 | Water Plant Operator 1 |
| 54643 | 29 | Water Plant Operator 2 |
| 54644 | 30 | Water Plant Operator 3 |

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# APPENDIX E

## Classifications - Bargaining Unit 7

The following classifications, including any parenthetical subtitles, are included in Bargaining Unit Seven: (NOTE: All classes numbered 30000 to 39999 are holding classes.)

| Class No. | Pay Range | Title |
|---|---|---|
| 21111 | 29 | Livestock Inspector |
| 21122 | 30 | Grain, Feed and Seed Examiner |
| 21141 | 29 | Apiary Specialist |
| 21153 | 29 | Seed Analyst |
| 21161 | 30 | Plant Pest Control Specialist |
| 21172 | 30 | Pesticide/Fertilizer Inspector |
| 21211 | 28 | Egg Products Inspector |
| 21212 | 26 | Poultry Products Inspector |
| 21221 | 29 | Fruit and Vegetable Inspector |
| 21230 | 28 | Meat Inspector Trainee |
| 21231 | 30 | Meat Inspector |
| 21251 | 28 | Weights and Measures Inspector 1 |
| 21252 | 29 | Weights and Measures Inspector 2 |
| 21253 | 30 | Weights and Measures Technologist |
| 21261 | 32 | Grain Warehouse Financial Analyst |
| 21291 | 31 | Food Safety Specialist 1 |
| 21292 | 32 | Food Safety Specialist 2 |
| 21311 | 31 | Agriculture Enforcement Agent |
| 21512 | 29 | Cosmetology Inspector |
| ~~21511~~ | ~~28~~ | ~~Cosmetology Examiner~~ |
| 21513 | 30 | Cosmetology Inspector, Trainer & Evaluator |
| 21521 | 29 | Barber Inspector |
| 21531 | 31 | Medical Board Compliance Officer |
| 21541 | 32 | Medical Board Enforcement Investigator |
| 21561 | 33 | Pharmacy Board Compliance Agent |
| 21581 | 28 | Amusement Ride and Game Inspector 1 |
| 21582 | 29 | Amusement Ride and Game Inspector 2 |
| 21591 | 32 | Dental Board Enforcement Officer |
| 21621 | 32 | Nursing Board Enforcement Agent |
| 21681 | 32 | Chiropractic Board Enforcement Investigator |
| 22931 | 30 | Mineral Resources Inspector 1 |
| 22932 | 31 | Mineral Resources Inspector 2 |
| 22933 | 32 | Mineral Resources Inspector 3 |
| 23111 | 29 | Motor Carrier Enforcement Inspector |

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| Class No. | Pay Range | Title |
|---|---|---|
| 23121 | 30 | Public Utilities Transportation Examiner |
| 23131 | 33 | Water/Wastewater Service Quality Coordinator |
| 23161 | 31 | Hazardous Materials Investigation Specialist 1 |
| 23162 | 33 | Hazardous Materials Investigation Specialist 2 |
| 23171 | 33 | Telephone Service Quality Coordinator |
| 23181 | 33 | Public Utilities Gas Pipeline Safety Compliance Invest. |
| 23191 | 33 | Public Utilities Electric Coordinator |
| 23311 | 29 | Railroad Inspector 1 |
| 23312 | 31 | Railroad Inspector 2 |
| 23313 | 32 | Railroad Inspector 3 |
| 24111 | 30 | Building Inspector |
| 24120 | 30 | Interim Boiler Inspector |
| 24121 | 31 | Boiler Inspector |
| 24123 | 31 | Nuclear Boiler Inspector |
| 24130 | 30 | Interim Electrical Inspector |
| 24131 | 30 | Electrical Inspector |
| 24140 | 29 | Elevator Inspector Trainee |
| 24141 | 32 | Elevator Inspector |
| 24151 | 30 | High Pressure Piping Inspector |
| 24161 | 30 | Plumbing Inspector 1 |
| 24162 | 31 | Plumbing Inspector 2 |
| 24311 | 27 | Stationary Load Limit Inspector |
| 24312 | 28 | Portable Load Limit Inspector |
| 24331 | 28 | Driver License Examiner 1 |
| 24332 | 29 | Driver License Examiner 2 (CDL) |
| 24333 | 29 | Driver License Examiner 2 (Lead Worker) |
| 24334 | 29 | Driver License Examiner 2 (Mobile) |
| 24341 | 29 | Customer Service Specialist 1 |
| 24342 | 30 | Customer Service Specialist 2 |
| 24351 | 28 | Motor Vehicle Inspector |
| 24391 | 31 | Industrial Inspector |
| 24411 | 29 | Industrial Safety Inspector |
| 24421 | 28 | Breath Alcohol Testing Inspector |
| 24431 | 28 | Safety and Health Inspector 1 |
| 24432 | 29 | Safety and Health Inspector 2 |
| 24433 | 30 | Safety and Health Compliance Inspector |
| 24441 | 32 | Safety and Health Coordinator |
| 24442 | 33 | Safety and Health Consultant |
| 24461 | 30 | Radiation Safety Officer 1 |
| 24462 | 31 | Radiation Safety Officer 2 |
| 24471 | 30 | Industrial Safety Hygienist 1 |

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| Class No. | Pay Range | Title |
|---|---|---|
| 24472 | 31 | Industrial Safety Hygienist 2 |
| 24473 | 33 | Industrial Safety Hygienist 3 |
| 24474 | 34 | Industrial Safety Hygienist 4 |
| 24481 | 28 | Industrial Safety Consultant 1 |
| 24482 | 29 | Industrial Safety Consultant 2 |
| 24483 | 31 | Industrial Safety Consultant 3 |
| 24484 | 33 | Industrial Safety Consultant Specialist |
| 24511 | 31 | Ergonomist 1 |
| 24512 | 33 | Ergonomist 2 |
| 24513 | 34 | Ergonomist 3 |
| 24710 | 31 | Mine Rescue Operations Coordinator |
| 24711 | 31 | Mine Safety Inspector 1 |
| 24712 | 33 | Mine Safety Inspector 2 |
| 24911 | 27 | Racing Inspector |
| 24921 | 30 | Embalmer and Funeral Facility Inspector |
| 24971 | 32 | Engineers & Surveyors Enforcement Officer |
| 26121 | 30 | Criminal Investigator 1 |
| 26122 | 31 | Criminal Investigator 2 |
| 26181 | 27 | Institutional Identification Officer |
| 26210 | 27 | Investigator Assistant |
| 26211 | 31 | Investigator |
| 26221 | 32 | Ethics Commission Special Investigator |
| 26231 | 30 | Underground Storage Tank Inspector |
| 26241 | 30 | Consumers' Counsel Utility Investigator |
| 26251 | 30 | Public Utilities Customer Service Investigator |
| 26271 | 30 | Insurance Investigation Officer 1 |
| 26272 | 32 | Insurance Investigation Officer 2 |
| 26273 | 33 | Insurance Investigation Officer 3 |
| 26281 | 31 | Wage & Hour Investigator |
| 26291 | 32 | Healthcare Investigator Specialist |
| 26521 | 30 | Fire Safety Inspector |
| 26531 | 32 | Arson Investigator |
| 26560 | 29 | Fire Training Equipment Technician |
| 26591 | 07 | Firefighter |
| 26592 | 08 | Lt. Firefighter |
| 31342 | 29 | Safety and Health Inspector 2 |
| 31561 | 26 | Project Inspector 1 |
| 31562 | 29 | Project Inspector 2 |
| 31784 | 34 | Industrial Safety Hygienist 4 |
| 52421 | 07 | Radio Technician 1 |
| 52422 | 09 | Radio Technician 2 |
| 52423 | 10 | Radio Technician Specialist |

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| Class No. | Pay Range | Title |
|---|---|---|
| 52611 | 28 | Broadcasting Engineer |
| 52621 | 09 | Broadcasting/Network ITV Coordinator |
| 52631 | 06 | Audio/Visual Repair Worker |
| 52641 | 07 | Audio/Visual Specialist |
| 52642 | 31 | Audio/Visual Production Specialist |
| 52643 | 32 | Videographer |
| 52661 | 31 | Electronic Design Coordinator |
| 52662 | 32 | Electronic Design Specialist |
| 52711 | 07 | Bindery Operator |
| 52721 | 08 | Typesetting Technician |
| 52731 | 08 | Printing Machine Operator |
| 52741 | 31 | Printing Standards Analyst |
| 52751 | 08 | Correctional Printing Machine Coordinator |
| 53771 | 06 | Highway Technician 1 |
| 53772 | 07 | Highway Technician 2 |
| 53773 | 08 | Highway Technician 3 |
| 53774 | 09 | Highway Technician 4 |
| 53775 | 10 | Highway Technician 5 |
| **53781** | **07** | **Highway Technician Equipment Specialist** |
| 54571 | 30 | Steam Engineer Examiner |
| 64921 | 31 | Hazardous Materials Specialist |
| 66771 | 30 | Insurance Licensing Examiner |
| 67231 | 30 | Insurance Complaint Analyst 1 |
| 67232 | 31 | Insurance Complaint Analyst 2 |
| 67233 | 32 | Insurance Compliant Analyst 3 |
| 69481 | 28 | Social Services Licensing Specialist |
| 82111 | 27 | Graphic Artist |
| 82121 | 28 | Layout Design Artist |
| 82122 | 29 | Layout Design Coordinator |
| 82210 | 29 | Photographer |
| 82212 | 29 | Photojournalist |
| 82221 | 26 | Digital Photo Technician |
| 82311 | 28 | Cartographer |
| 82320 | 27 | Photogrammetry Technician 1 |
| 82321 | 28 | Photogrammetry Technician 2 |
| 82322 | 29 | Photogrammetrist 1 |
| 82323 | 30 | Photogrammetrist 2 |
| 82324 | 31 | Photogrammetrist 3 |
| 83250 | 27 | Medical Laboratory Technician |
| 83820 | 28 | Geology Technician |
| 84111 | 25 | Drafting Technician 1 |
| 84112 | 27 | Drafting Technician 2 |

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| Class No. | Pay Range | Title |
|---|---|---|
| 84113 | 28 | Drafting Coordinator |
| 84211 | 26 | Survey Technician 1 |
| 84212 | 28 | Survey Technician 2 |
| 84213 | 29 | Survey Technician 3 |
| 84321 | 26 | Materials Controller 1 |
| 84322 | 27 | Materials Controller 2 |
| 84323 | 29 | Materials Controller 3 |
| 84330 | 25 | Centrifuge Operator |
| 84331 | 26 | Bituminous Plant Inspector |
| 84334 | 28 | Bituminous Plant Coordinator |
| 84341 | 30 | State Architect's Office Field Inspector |
| 84351 | 27 | Project Inspector 1 |
| 84352 | 30 | Project Inspector 2 |
| 84411 | 29 | Electronic Technician |
| 84421 | 29 | Radiological Instrument Technician 1 |
| 84422 | 30 | Radiological Instrument Technician 2 |
| 84423 | 31 | Radiological Instrument Technician 3 |
| 84611 | 27 | Environmental Technician |
| 84631 | 32 | Radiological Analyst |
| 84651 | 29 | Automobile Emissions Inspector |
| 85560 | 30 | Surveyor Trainee |
| 86111 | 24 | Laboratory Technician 1 |
| 86112 | 27 | Laboratory Technician 2 |
| 86113 | 27 | Laboratory Technologist |
| 86161 | 28 | Veterinary Pathology Assistant |

## APPENDIX F

**Classifications - Bargaining Unit 9**

The following classifications, including any parenthetical subtitles, are included in Bargaining Unit Nine (except for those positions which are confidential, supervisory, managerial, fiduciary, or are on the staff of the Governor): (NOTE: All classes numbered 30000 to 39999 are holding classes.)

| Class No. | Pay Range | Title |
|---|---|---|
| 12111 | 03 | Clerk 1 |
| 12112 | 04 | Clerk 2 |

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| Class No. | Pay Range | Title |
|---|---|---|
| 12113 | 26 | Clerk 3 |
| 12121 | 27 | Statistics Clerk |
| 12131 | 04 | Telephone Operator 1 |
| 12132 | 25 | Telephone Operator 2 |
| 12311 | 27 | Data Storage Technician 1 |
| 12312 | 28 | Data Storage Technician 2 |
| 12321 | 04 | Data Processor 1 |
| 12322 | 25 | Data Processor 2 |
| 12323 | 26 | Data Processor 3 |
| 12331 | 04 | Data Entry Operator 1 |
| 12332 | 25 | Data Entry Operator 2 |
| 12333 | 26 | Data Entry Operator 3 |
| 12341 | 24 | Data Librarian 1 |
| 12342 | 25 | Data Librarian 2 |
| 12343 | 26 | Data Librarian 3 |
| 12351 | 25 | Data Control Technician 1 |
| 12352 | 26 | Data Control Technician 2 |
| 12353 | 27 | Data Control Technician 3 |
| 12361 | 24 | Data Technician 1 |
| 12362 | 25 | Data Technician 2 |
| 12370 | 25 | Computer Operator 1 |
| 12371 | 26 | Computer Operator 2 |
| 12372 | 28 | Computer Operator 3 |
| 12373 | 29 | Computer Operator 4 |
| 12374 | 30 | Computer Operations Analyst |
| 12411 | 27 | Medical Records Document Specialist |
| 12421 | 25 | Reproduction Equipment Operator 1 |
| 12422 | 27 | Reproduction Equipment Operator 2 |
| 12431 | 04 | Salvage Machine Operator |
| 12441 | 27 | State Records Technician 1 |
| 12442 | 28 | State Records Technician 2 |
| 12511 | 25 | Office Assistant 1 |
| 12512 | 26 | Office Assistant 2 |
| 12513 | 27 | Office Assistant 3 |
| 12551 | 27 | Secretary |
| 12611 | 26 | Word Processing Specialist 1 |
| 12612 | 27 | Word Processing Specialist 2 |
| 12621 | 27 | Medical Word Processing Transcriptionist |
| 12711 | 04 | Hearings Bailiff |
| 12721 | 28 | Document Delivery Technician |
| 12731 | 04 | Mail Clerk/Messenger |
| 12732 | 05 | Mail Clerk/Screener |

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| Class No. | Pay Range | Title |
|---|---|---|
| 12821 | 28 | Data Systems Scheduler 1 |
| 12822 | 29 | Data Systems Scheduler 2 |
| 12823 | 31 | Data Systems Scheduler 3 |
| 12824 | 32 | Data Systems Scheduler 4 |
| 14711 | 03 | Stores Clerk |
| 14721 | 04 | Mechanical Stores Clerk |
| 14731 | 04 | Chemical Stores Clerk |
| 14741 | 25 | Storekeeper 1 |
| 14742 | 27 | Storekeeper 2 |
| 14751 | 08 | Dock Coordinator |
| 16111 | 05 | Cashier |
| 16211 | 01 | Museum Associate 1 |
| 16212 | 02 | Museum Associate 2 |
| 16511 | 26 | Account Clerk 1 |
| 16512 | 27 | Account Clerk 2 |
| 16513 | 28 | Account Clerk 3 |
| 16720 | 28 | Workers' Compensation Claims Assistant |
| 16721 | 29 | Workers' Compensation Medical Claims Specialist |
| 16722 | 30 | Workers' Compensation Claims Specialist |
| 16731 | 28 | Provider Relations Representative 1 |
| 16732 | 30 | Provider Relations Representative 2 |
| ~~16740~~ | ~~25~~ | ~~Unemployment Claims Examiner 1~~ |
| ~~16741~~ | ~~26~~ | ~~Unemployment Claims Examiner 2~~ |
| ~~16742~~ | ~~27~~ | ~~Unemployment Claims Examiner 3~~ |
| 16743 | 28 | Unemployment Claims Fraud Examiner |
| ~~16744~~ | ~~29~~ | ~~Unemployment Claims Examiner 4~~ |
| 16745 | 30 | Unemployment Claims Specialist 1 |
| 16746 | 31 | Unemployment Claims Specialist 2 |
| **16751** | **27** | **Unemployment Compensation Examiner 1** |
| **16752** | **29** | **Unemployment Compensation Examiner 2** |
| **16753** | **30** | **Unemployment Compensation Examiner/Specialist 1** |
| **16754** | **32** | **Unemployment Compensation Examiner/Specialist 2** |
| 16771 | 28 | Disability Insurance Claims Examiner |
| 16773 | 30 | Disability Insurance Claims Specialist |
| 16781 | 29 | Auto Liability Claims Specialist 1 |
| 16782 | 30 | Auto Liability Claims Specialist 2 |
| 16791 | 26 | Claims Examiner 1 |
| 16792 | 27 | Claims Examiner 2 |
| 16793 | 28 | Claims Examiner 3 |
| 16794 | 29 | Claims Examiner 4 |

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| Class No. | Pay Range | Title |
|---|---|---|
| 16795 | 30 | Claims Examiner Specialist |
| 16841 | 27 | Certification/Licensure Examiner 1 |
| 16842 | 28 | Certification/Licensure Examiner 2 |
| 16851 | 29 | Customer Service Associate |
| **16871** | **27** | **Administrative Professional 1** |
| **16872** | **28** | **Administrative Professional 2** |
| **16873** | **30** | **Administrative Professional 3** |
| 17211 | 27 | Supplemental Income Claims Processor |
| 17221 | 28 | Health Financial Resource Specialist |
| 18311 | 25 | Library Assistant 1 |
| 18312 | 27 | Library Assistant 2 |
| 18313 | 27 | Library Associate |
| 26261 | 32 | BWC Fraud Investigator |
| 26262 | 33 | BWC Fraud Analyst |
| 26941 | 26 | Watercraft Records Specialist 1 |
| 26942 | 28 | Watercraft Records Specialist 2 |
| 26951 | 28 | Watercraft Registration Agent 1 |
| 26952 | 29 | Watercraft Registration Agent 2 |
| 30113 | 25 | Clerical Specialist |
| 30403 | 25 | Data Entry Operator 3 |
| 30822 | 26 | Account Clerk 2 |
| 30931 | 26 | Statistics Clerk |
| 31091 | 27 | Permit Technician 1 |
| 31391 | 29 | Case Control Reviewer |
| 33292 | 29 | Workers' Compensation Claims Representative 2 |
| 33293 | 30 | Workers' Compensation Claims Representative 3 |
| 33294 | 31 | Workers' Compensation Claims Representative 4 |
| 33411 | 29 | BWC Customer Service Representative |
| 52411 | 08 | Telecommunications Technician 1 |
| 52412 | 10 | Telecommunications Technician 2 |
| 52413 | 11 | Telecommunications Technician Coordinator |
| 52431 | 06 | Radio Operator |
| 52441 | 05 | Radio Dispatcher |
| 52521 | 28 | Telecommunications Operator 1 |
| 52522 | 29 | Telecommunications Operator 2 |
| 52760 | 29 | Printing Coordinator |
| 54431 | 06 | Bookmobile Operator |
| 63141 | 26 | Forms Control Specialist |
| 63521 | 28 | BWC Employer Service Representative |
| 64210 | 27 | Employment Services Interviewer |
| 64211 | 28 | Employment Services Representative |
| 64212 | 28 | Employment Services Counselor |

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| Class No. | Pay Range | Title |
|---|---|---|
| 64220 | 28 | Veteran Employment Representative |
| 64221 | 28 | Disabled Veterans Outreach Specialist |
| 64222 | 31 | ODJFS Program Monitor |
| 64223 | 31 | Employment Services Manpower Representative |
| 64224 | 31 | Employment Services Coordinator |
| 64281 | 29 | Customer Service Representative |
| 64282 | 29 | Customer Service Disabled Veterans Outreach Specialist |
| 64283 | 29 | Customer Service Veterans Employment Representative |
| 64284 | 30 | Customer Service Specialist |
| 64341 | 04 | Tour Guide |
| 64343 | 26 | Tour Coordinator |
| 64371 | 25 | Travel Counselor 1 |
| 64372 | 26 | Travel Counselor 2 |
| 64431 | 27 | Customer Service Assistant 1 |
| 64432 | 28 | Customer Service Assistant 2 |
| 64433 | 29 | Customer Service Assistant 3 |
| 64451 | 28 | BWC Customer Service Representative |
| 64481 | 28 | Benefits Customer Service Representative |
| 64520 | 26 | Purchasing Assistant |
| 64551 | 26 | Inventory Control Specialist 1 |
| 64620 | 26 | Personnel Aide |
| 64641 | 26 | Test Monitor |
| 64681 | 27 | Employee Benefits Coordinator 1 |
| 64682 | 29 | Employee Benefits Coordinator 2 |
| 66111 | 26 | Accountant/Examiner 1 |
| 66112 | 28 | Accountant/Examiner 2 |
| ~~66121~~ | ~~26~~ | ~~Unemployment Contributions Examiner 1~~ |
| ~~66122~~ | ~~27~~ | ~~Unemployment Contributions Examiner 2~~ |
| ~~66123~~ | ~~28~~ | ~~Unemployment Contributions Examiner 3~~ |
| ~~66124~~ | ~~30~~ | ~~Unemployment Contributions Examiner 4~~ |
| ~~66125~~ | ~~31~~ | ~~Unemployment Contributions Examiner 5~~ |
| 66221 | 27 | State Accountant Examiner |
| 66391 | 31 | Account Executive |
| 66431 | 31 | Workers' Compensation External Auditor |
| 66521 | 27~~/28~~ | Shared Services Associate |
| 66752 | 29 | Safety Responsibility Evaluator 2 |
| 66931 | 27 | Nosologist |
| 84361 | 26 | Technical Writer 1 |
| 84362 | 28 | Technical Writer 2 |
| 84371 | 26 | Engineering Clerk |

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| Class No. | Pay Range | Title |
|---|---|---|
| 84381 | 25 | Traffic Technician 1 |
| 84382 | 26 | Traffic Technician 2 |
| 84391 | 27 | Traffic Analyst |
| 84571 | 26 | Permit Technician 1 |
| 84572 | 30 | Permit Technician 2 |

## APPENDIX G

**Classifications - Bargaining Unit 13**

The following classifications, including any parenthetical subtitles, are included in Bargaining Unit Thirteen (except for those positions which are supervisory or managerial): (NOTE: All classes numbered 30000 to 39999 are holding classes.)

| Class No. | Pay Range | Title |
|---|---|---|
| 21181 | 32 | Plant Pathologist |
| 22212 | 27 | Wildlife Area Technician |
| 22213 | 28 | Wildlife Area Coordinator |
| 22222 | 29 | Fish Management Unit Leader |
| 22232 | 29 | Fish Hatchery Coordinator |
| 22271 | 30 | Fisheries Biologist 1 |
| 22272 | 31 | Fisheries Biologist 2 |
| 22281 | 30 | Wildlife Biologist 1 |
| 22282 | 31 | Wildlife Biologist 2 |
| 22321 | 28 | Forestry Technician |
| 22322 | 30 | Forester |
| 22351 | 27 | Nursery Technician |
| 22540 | 26 | Naturalist Aide |
| 22541 | 28 | Naturalist |
| 22851 | 30 | Wildlife Management Consultant |
| 22861 | 28 | Scenic River Aide |
| 22862 | 30 | Scenic River Coordinator |
| 31371 | 28 | Wildlife Area Coordinator |
| 63281 | 30 | Facilities Planner |
| 65731 | 32 | Sanitarian Program Specialist 1 |
| 65732 | 33 | Sanitarian Program Specialist 2 |
| 65761 | 29 | Epidemiology Investigator 1 |
| 65762 | 32 | Epidemiology Investigator 2 |
| 65763 | 33 | Epidemiology Investigator 3 |

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| Class No. | Pay Range | Title |
|---|---|---|
| 65911 | 33 | Veterinarian Specialist |
| 65921 | 36 | Veterinary Toxicologist |
| 65931 | 36 | Veterinary Pathologist |
| 65951 | 31 | Histotechnologist |
| 66361 | 35 | Energy Specialist |
| 66951 | 33 | Utility Specialist 1 |
| 66952 | 34 | Utility Specialist 2 |
| 66953 | 35 | Utility Specialist 3 |
| 83231 | 29 | Entomologist |
| 83261 | 32 | Public Health Entomologist |
| 83271 | 28 | Biologist |
| 83291 | 29 | Laboratory Scientist 1 |
| 83292 | 31 | Laboratory Scientist 2 |
| 83293 | 32 | Laboratory Scientist 3 |
| 83451 | 28 | Ecological Analyst 1 |
| 83452 | 30 | Ecological Analyst 2 |
| 83811 | 31 | Soils Resource Specialist |
| 83821 | 29 | Geologist 1 |
| 83822 | 31 | Geologist 2 |
| 83823 | 32 | Geologist 3 |
| 83824 | 33 | Geologist 4 |
| 83831 | 27 | Horticulturist 1 |
| 83832 | 28 | Horticulturist 2 |
| ~~84641~~ | ~~30~~ | ~~Health Physicist 1~~ |
| 84642 | 31 | Health Physicist ~~2~~ |
| 84643 | 33 | **Senior** Health Physicist ~~3~~ |
| 85110 | 30 | Designer 1 |
| 85111 | 32 | Designer 2 |
| 85113 | 34 | Architect |
| 85211 | 34 | Plans Examiner |
| 85311 | 28 | Planner 1 |
| 85312 | 30 | Planner 2 |
| 85313 | 32 | Planner 3 |
| 85411 | 34 | Planning Engineer 1 |
| 85420 | 30 | Design Engineer Intern |
| 85421 | 31 | Design Engineer 1 |
| 85422 | 33 | Design Engineer 2 |
| 85561 | 32 | Surveyor |
| 85621 | 33 | Field Engineer |
| 85640 | 31 | Transportation Engineer Intern |
| 85641 | 32 | Transportation Engineer 1 |
| 85642 | 33 | Transportation Engineer 2 |

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| Class No. | Pay Range | Title |
|---|---|---|
| 85712 | 32 | Environmental Engineer 2 |
| 85721 | 32 | Air Quality Engineer 1 |
| 85740 | 31 | Natural Resources Engineer Intern |
| 85741 | 32 | Natural Resources Engineer 1 |
| 85742 | 33 | Natural Resources Engineer 2 |
| 85821 | 30 | Design Specialist 1 |
| 85822 | 31 | Design Specialist 2 |
| 85823 | 33 | Design Specialist 3 |
| 85824 | 34 | Design Specialist 4 |
| 85831 | 31 | Construction Project Specialist 1 |
| 85833 | 32 | Construction Project Specialist 2 |
| 85834 | 33 | Construction Project Specialist 3 |
| 85835 | 34 | Construction Project Specialist 4 |
| 85851 | 31 | Bridge Specialist 1 |
| 85852 | 32 | Bridge Specialist 2 |
| 85861 | 31 | Environmental Specialist 1 |
| 85862 | 32 | Environmental Specialist 2 |
| 85863 | 33 | Environmental Specialist 3 |
| 85864 | 34 | Environmental Specialist 4 |
| 85871 | 31 | Transportation Technical Specialist |
| 85873 | 32 | Transportation Technician 1 |
| 85874 | 33 | Transportation Technician 2 |
| 85875 | 34 | Transportation Technician 3 |
| 85910 | 28 | Landscape Architect Aide |
| 85911 | 31 | Landscape Architect 1 |
| 85912 | 32 | Landscape Architect 2 |
| 86141 | 33 | Criminalist |
| 86151 | 31 | Liquor Control Chemist |

## APPENDIX H

**Classifications - Bargaining Unit 14**

The following classifications, including any parenthetical subtitles, are included in Bargaining Unit Fourteen (except for those positions which are confidential, supervisory, managerial, fiduciary or are on the staff of the Governor): (NOTE: All classes numbered 30000 to 39999 are holding classes.) ~~*New IT classifications are included below, but will not be used until they are phased in Agency-by-Agency, and at the printing of this contract do not have class~~

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~~numbers assigned.~~ ~~A~~ **For IT classifications, a** joint submission to SERB will determine their final bargaining unit.

| Class No. | Pay Range | Title |
|---|---|---|
| 12380 | 32 | Data Securities Specialist |
| 12381 | 34 | Data Security Analyst 1 |
| 12382 | 35 | Data Security Analyst 2 |
| 12391 | 28 | Data Systems Coordinator 1 |
| 12392 | 29 | Data Systems Coordinator 2 |
| 16521 | 30 | State Payroll Specialist 1 |
| 16522 | 31 | State Payroll Specialist 2 |
| 16760 | 28 | Disability Claims Development Analyst |
| 16761 | 28 | Disability Claims Adjudicator 1 |
| 16762 | 30 | Disability Claims Adjudicator 2 |
| 16763 | 31 | Disability Claims Adjudicator 3 |
| 16764 | 32 | Disability Claims Specialist |
| 22191 | 30 | Wildlife Communications Specialist |
| 22192 | 31 | Wildlife Communications Coordinator |
| 24321 | 30 | Motor Vehicle Investigator |
| 24951 | 32 | Aviator 1 |
| 24952 | 33 | Aviator 2 |
| 26541 | 28 | Fire Safety Educator 1 |
| 26542 | ~~29~~ **30** | Fire Safety Educator 2 |
| 26561 | 30 | Fire Training Officer 1 |
| 26562 | 31 | Fire Training Officer 2 |
| 30242 | 30 | Administrative Assistant 2 (Non-exempt) |
| 30243 | 32 | Administrative Assistant 3 (Non-exempt) |
| 30972 | 29 | Accountant 2 |
| 31181 | 28 | Administrative Assistant 1 |
| 31382 | 31 | Budget Officer 2 |
| 31421 | 29 | Data Systems Coordinator 1 |
| 31422 | 30 | Data Systems Coordinator 2 |
| 31475 | 34 | Financial Institution Examiner Specialist |
| ~~31772~~ | ~~31~~ | ~~EEO Contract Compliance Officer 2~~ |
| 31863 | 32 | Researcher 3 |
| 46131 | 26 | Lottery Game Security Specialist |
| 52481 | 09 | Telecommunications Network Operator 1 |
| 52482 | 11 | Telecommunications Network Operator 2 |
| 52483 | 12 | Telecommunications Network Operator 3 |
| 52490 | 30 | Telecommunications Service Request Coordinator |
| 52491 | 34 | Telecommunications Analyst 1 |

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| Class No. | Pay Range | Title |
|---|---|---|
| 52492 | 35 | Telecommunications Analyst 2 |
| 53221 | 32 | Regional Equipment Training Specialist |
| 63111 | 29 | Forms Analyst 1 |
| 63112 | 30 | Forms Analyst 2 |
| 63121 | 28 | Administrative Assistant 1 |
| 63151 | 28 | Publication Specialist 1 |
| 63152 | 30 | Publication Specialist 2 |
| 63161 | 28 | Grants Coordinator 1 |
| 63162 | 30 | Grants Coordinator 2 |
| 63211 | 30 | Management Analyst |
| 63231 | 28 | Correctional Records Management Officer |
| 63251 | 32 | Budget Analyst 1 |
| 63252 | 33 | Budget Analyst 2 |
| 63271 | 27 | Records Management Officer |
| 63280 | 28 | Space Planner |
| 63291 | 30 | State Records Management Analyst |
| 63311 | 28 | Business Services Officer |
| 63361 | 29 | Deputy Registrar Field Representative |
| 63481 | 33 | Civil Rights Alternative Dispute Resolution Mediator |
| 63510 | 29 | Assistant Liaison Officer |
| 63511 | 33 | Liaison Officer 1 |
| 63711 | 33 | Parole Board Hearing Officer |
| 63810 | 27 | Paralegal/Legal Assistant 1 |
| 63811 | 29 | Paralegal/Legal Assistant 2 |
| 63821 | 27 | Hearing Assistant |
| 63831 | 31 | Hearing Officer |
| 63840 | 28 | Legal Intern |
| 63841 | 30 | Law Clerk |
| 63842 | 31 | Attorney 1 |
| 63843 | 32 | Attorney 2 |
| 63844 | 33 | Attorney 3 |
| 63881 | 34 | Utilities Attorney Examiner 1 |
| 63882 | 35 | Utilities Attorney Examiner 2 |
| 63891 | 34 | Utility Attorney |
| 63921 | 34 | Industrial Commission District Hearing Officer 1 |
| 63922 | 35 | Industrial Commission District Hearing Officer 2 |
| 63923 | 36 | Industrial Commission Staff Hearing Officer 1 |
| ~~63950~~ | ~~32~~ | ~~UC Administrative Lay Hearing Officer~~ |
| 63951 | 34 | UC Administrative Hearing Officer **Trainee** |
| 63961 | 34 | Attorney Examiner 1 |
| 63962 | 35 | Attorney Examiner 2 |

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| Class No. | Pay Range | Title |
|---|---|---|
| 63963 | 36 | Attorney Examiner 3 |
| 63971 | 32 | ODJFS Hearing Officer 1 |
| 63972 | 33 | ODJFS Hearing Officer 2 |
| 63981 | 34 | BWC Attorney 1 |
| 63982 | 35 | BWC Attorney 2 |
| 64111 | 30 | Programmer/Analyst 1 |
| 64112 | 32 | Programmer/Analyst 2 |
| 64113 | 33 | Programmer/Analyst 3 |
| 64114 | 34 | Programmer/Analyst 4 |
| 64115 | 35 | Programmer/Analyst 5 |
| 64121 | 34 | Systems Analyst 1 |
| 64122 | 35 | Systems Analyst 2 |
| 64123 | 36 | Systems Analyst 3 |
| 64141 | 32 | Programmer Specialist 1 |
| 64142 | 33 | Programmer Specialist 2 |
| 64151 | 32 | Data Base Analyst 1 |
| 64152 | 33 | Data Base Analyst 2 |
| 64153 | 34 | Data Base Analyst 3 |
| 64154 | 35 | Data Base Analyst 4 |
| 64155 | 36 | Data Base Analyst 5 |
| 64161 | 35 | Information Technology Consultant 1 |
| 64162 | 36 | Information Technology Consultant 2 |
| 64171 | 34 | Computer Acquisition Analyst 1 |
| 64172 | 35 | Computer Acquisition Analyst 2 |
| 64173 | 36 | Computer Acquisition Analyst 3 |
| 64181 | 31 | Minicomputer Operations Technician |
| 64182 | 33 | Minicomputer Systems Programmer |
| 64191 | 33 | Systems Programmer 1 |
| 64192 | 34 | Systems Programmer 2 |
| 64193 | 35 | Systems Programmer 3 |
| 64194 | 36 | Systems Programmer 4 |
| 64331 | 29 | Cancer Registrar |
| 64361 | 27 | Health Information Technician 1 |
| 64362 | 29 | Health Information Technician 2 |
| 64381 | 32 | International Commercial Officer |
| 64391 | 32 | Marketing Development Analyst |
| 64411 | 27 | Information Writer 1 |
| 64412 | 29 | Information Writer 2 |
| 64413 | 31 | Publications Editor |
| 64420 | 30 | Public Information Specialist |
| 64461 | 31 | Environmental Public Information Officer |
| 64491 | 30 | Domestic Commercial Officer |

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| Class No. | Pay Range | Title |
|---|---|---|
| 64521 | 28 | Purchasing Specialist |
| 64522 | 28 | Purchasing Agent |
| 64523 | 30 | Purchasing Coordinator |
| 64530 | 27 | State Purchasing Assistant |
| 64531 | 28 | State Purchasing Specialist |
| 64532 | 31 | State Purchasing Procurement Coordinator |
| 64533 | 32 | State Purchasing Procurement Support Analyst |
| 64534 | 32 | State Purchasing Standards Analyst |
| 64541 | 33 | State Procurement Analyst |
| 64552 | 28 | Inventory Control Specialist 2 |
| 64561 | 29 | Penal Industries Sales Representative |
| 64571 | 30 | Business Enterprise Specialist |
| 64574 | 31 | Business Enterprise Program Coordinator |
| 64581 | 30 | Lottery Ticket Sales Representative 1 |
| 64582 | 31 | Lottery Ticket Sales Representative 2 |
| 64591 | 32 | WIC Vendor Specialist |
| 64651 | 28 | Trainer |
| 64652 | 31 | Training Officer |
| 64671 | 28 | Personnel Testing Specialist 1 |
| 64672 | 30 | Personnel Testing Specialist 2 |
| 64673 | 32 | Personnel Testing Specialist 3 |
| 64691 | 34 | Technology-Based Training Developer |
| 64711 | 30 | Criminal Justice Planning Specialist |
| 64712 | 31 | Criminal Justice Planner |
| 64721 | 32 | Criminal Justice Field Representative |
| 64722 | 33 | Criminal Justice Policy Specialist |
| 64731 | 32 | Jail Inspector |
| 64811 | 28 | Fine Arts Specialist 1 |
| 64812 | 30 | Fine Arts Specialist 2 |
| 64813 | 32 | Fine Arts Specialist 3 |
| 64911 | 29 | Disaster Services Consultant 1 |
| 64912 | 32 | Disaster Services Consultant 2 |
| 65221 | 30 | Mental Health Administrator 1 |
| 65250 | 30 | Benefits Management Representative |
| 65261 | 32 | Social Sciences Research Analyst |
| 65262 | 33 | Social Sciences Research Specialist |
| 66113 | 30 | Accountant/Examiner 3 |
| 66114 | 31 | Accountant/Examiner 4 |
| 66131 | 31 | Unemployment Comp. Compliance Auditor |
| 66140 | 29 | Financial Institution Examiner Trainee |
| 66141 | 30 | Financial Institution Examiner 1 |
| 66142 | 31 | Financial Institution Examiner 2 |

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| Class No. | Pay Range | Title |
|---|---|---|
| 66143 | 33 | Financial Institution Examiner 3 |
| 66144 | 34 | Financial Institution Examiner 4 |
| 66145 | 35 | Financial Institution Examiner 5 |
| 66161 | 28 | Utility Auditor 1 |
| 66162 | 30 | Utility Auditor 2 |
| 66163 | 32 | Utility Auditor Coordinator |
| 66191 | 31 | Provider Reimbursement Analyst 1 |
| 66192 | 32 | Provider Reimbursement Analyst 2 |
| 66231 | 31 | State Accounting Specialist |
| 66241 | 28 | Bond Accountant 1 |
| 66242 | 30 | Bond Accountant 2 |
| 66243 | 31 | Bond Accountant 3 |
| 66244 | 32 | Bond Accountant Coordinator |
| 66321 | 31 | Economist |
| 66331 | 28 | Labor Market Analyst 1 |
| 66332 | 30 | Labor Market Analyst 2 |
| 66333 | 31 | Labor Market Analyst 3 |
| 66340 | 27 | Market Reporter |
| 66350 | 32 | Assistant Foreign Office Manager |
| 66371 | 32 | Environmental Economist |
| 66381 | 32 | Community Development Analyst |
| 66411 | 31 | Internal Auditor 1 |
| 66412 | 32 | Internal Auditor 2 |
| 66413 | 33 | Internal Auditor 3 |
| 66421 | 30 | Internal EDP Auditor 1 |
| 66422 | 34 | Internal EDP Auditor 2 |
| 66432 | 31 | Employee Service Specialist |
| 66441 | 30 | Unclaimed Funds Auditor 1 |
| 66442 | 31 | Unclaimed Funds Auditor 2 |
| 66443 | 32 | Unclaimed Funds Auditor 3 |
| 66444 | 33 | Unclaimed Funds Auditor 4 |
| 66451 | 30 | Consumer Finance Examiner 1 |
| 66452 | 31 | Consumer Finance Examiner 2 |
| 66453 | 33 | Consumer Finance Examiner 3 |
| 66454 | 34 | Consumer Finance Examiner 4 |
| 66461 | 31 | External Auditor 1 |
| 66462 | 32 | External Auditor 2 |
| 66463 | 33 | External Auditor 3 |
| 66481 | 32 | Internal Auditor |
| 66482 | 33 | Senior Internal Auditor |
| 66511 | 31 | Telecommunications Billing Analyst |
| 66531 | 30 | Fiscal Specialist 1 |

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| Class No. | Pay Range | Title |
|---|---|---|
| 66532 | 32 | Fiscal Specialist 2 |
| 66551 | 30 | Contract Evaluator/Negotiator |
| 66581 | 29 | Securities Examiner 1 |
| 66582 | 30 | Securities Examiner 2 |
| 66591 | 31 | Securities Specialist 1 |
| 66592 | 32 | Securities Specialist 2 |
| 66593 | 33 | Securities Specialist 3 |
| 66594 | 34 | Securities Specialist 4 |
| 66611 | 31 | Securities Analyst 1 |
| 66612 | 32 | Securities Analyst 2 |
| 66613 | 33 | Securities Analyst 3 |
| 66614 | 34 | Securities Analyst 4 |
| 66720 | 30 | Insurance Examiner Trainee |
| 66721 | 31 | Insurance Examiner |
| 66722 | 32 | Insurance Examiner/Analyst |
| 66731 | 31 | Insurance Actuarial Analyst 1 |
| 66732 | 33 | Insurance Actuarial Analyst 2 |
| 66733 | 35 | Insurance Actuarial Analyst 3 |
| 66734 | 36 | Insurance Actuarial Analyst 4 |
| 66741 | 31 | Insurance Contract Analyst 1 |
| 66742 | 32 | Insurance Contract Analyst 2 |
| 66743 | 33 | Insurance Contract Analyst 3 |
| 66744 | 34 | Insurance Contract Analyst 4 |
| 66745 | 35 | Insurance Contract Analyst 5 |
| 66761 | 30 | Traffic Safety Specialist |
| 66791 | 31 | Workers' Compensation Underwriter |
| 66811 | 28 | Tax Commissioner Agent 1 |
| 66812 | 29 | Tax Commissioner Agent 2 |
| 66813 | 30 | Tax Commissioner Agent 3 |
| 66814 | 31 | Tax Commissioner Agent 4 |
| 66815 | 32 | Tax Commissioner Agent 5 |
| 66851 | 30 | Tax Auditor Agent 1 |
| 66852 | 31 | Tax Auditor Agent 2 |
| 66853 | 32 | Tax Auditor Agent 3 |
| 66854 | 33 | Tax Auditor Agent 4 |
| 66855 | 34 | Tax Auditor Agent 5 |
| 66911 | 29 | Statistician 1 |
| 66912 | 30 | Statistician 2 |
| 66921 | 28 | Researcher 1 |
| 66922 | 30 | Researcher 2 |
| 66923 | 32 | Researcher 3 |
| 66941 | 28 | Utility Rate Analyst 1 |

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| Class No. | Pay Range | Title |
|---|---|---|
| 66942 | 30 | Utility Rate Analyst 2 |
| 66943 | 32 | Utility Rate Analyst Coordinator |
| 66971 | 29 | Energy Analyst 1 |
| 66972 | 32 | Energy Analyst 2 |
| 66973 | 33 | Energy Program Developer |
| 66981 | 32 | Demographer |
| 67111 | 33 | Telecommunications Systems Analyst 1 |
| 67112 | 34 | Telecommunications Systems Analyst 2 |
| 67113 | 35 | Telecommunications Systems Analyst 3 |
| 67121 | 34 | Business Continuity Analyst 1 |
| 67122 | 35 | Business Continuity Analyst 2 |
| 67131 | 32 | Network Administrator 1 |
| 67132 | 33 | Network Administrator 2 |
| 67133 | 34 | Network Administrator 3 |
| 67141 | 31 | IT Quality Control Analyst 1 |
| 67142 | 33 | IT Quality Control Analyst 2 |
| 67191 | 32 | Network Services Technician 1 |
| 67192 | 33 | Network Services Technician 2 |
| 67193 | 34 | Network Services Technician 3 |
| 67194 | 35 | Network Services Technician 4 |
| 67195 | 36 | Network Services Technician 5 |
| 67211 | 30 | Insurance Compliance Examiner 1 |
| 67212 | 32 | Insurance Compliance Examiner 2 |
| 67213 | 33 | Insurance Compliance Examiner 3 |
| 67221 | 33 | Insurance Examination Data Specialist |
| 67321 | 30 | Housing Grant Analyst 1 |
| 67322 | 32 | Housing Grant Analyst 2 |
| 67323 | 33 | Housing Grant Analyst 3 |
| 67331 | 31 | Housing Development Analyst |
| 67332 | 33 | Housing Development Planner |
| 67341 | 32 | Housing Default Analyst |
| 67351 | 28 | Housing Examiner ~~1~~ **Trainee** |
| 67352 | ~~30~~**31** | Housing Examiner ~~2~~ |
| ~~67353~~ | ~~31~~ | ~~Housing Examiner 3~~ |
| ~~67354~~ | ~~32~~ | ~~Housing Examiner 4~~ |
| 67411 | 33 | Forensic Computer Specialist 1 |
| 67412 | 34 | Forensic Computer Specialist 2 |
| 69111 | 29 | Civil Rights Investigator 1 |
| 69112 | 31 | Civil Rights Investigator 2 |
| ~~69121~~ | ~~29~~ | ~~Civil Rights Specialist~~ |
| ~~69123~~ | ~~30~~ | ~~Civil Rights Compliance Coordinator~~ |
| 69131 | 27 | EEO Technician |

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| Class No. | Pay Range | Title |
|---|---|---|
| 69132 | 30 | EEO Officer |
| 69150 | 28 | Minority Business Officer |
| 69151 | 28 | Minority Business Coordinator |
| 69160 | 28 | EEO Contract Technician |
| 69161 | 30 | EEO Contract Officer |
| 69162 | 31 | EEO Contract Coordinator |
| 69163 | 32 | EEO Contract Specialist |
| 69171 | 29 | EEO Enforcement Officer |
| 69191 | 30 | Minority Procurement Analyst 1 |
| 69192 | 32 | Minority Procurement Analyst 2 |
| 69193 | 32 | Minority Procurement Coordinator |
| 69471 | 32 | ODJFS Case Management Analyst |
| 69601 | E1 | Education Employee Consultant 1 |
| 69602 | E2 | Education Employee Consultant 2 |
| 69603 | E3 | Education Employee Consultant 3 |
| 69921 | 30 | Information Technologist 1 |
| 69922 | 32 | Information Technologist 2 |
| 69923 | 33 | Information Technologist 3 |
| 69931 | 33 | Infrastructure Specialist 1 |
| 69932 | 34 | Infrastructure Specialist 2 |
| 69933 | 35 | Infrastructure Specialist 3 |
| 69934 | 36 | Infrastructure Specialist 4 |
| 69941 | 33 | Software Development Specialist 1 |
| 69942 | 34 | Software Development Specialist 2 |
| 69943 | 35 | Software Development Specialist 3 |
| 69944 | 36 | Software Development Specialist 4 |
| 69951 | 33 | Database Administration Specialist 1 |
| 69952 | 35 | Database Administration Specialist 2 |
| 69953 | 36 | Database Administration Specialist 3 |
| 69961 | 33 | Business Process Analyst 1 |
| 69962 | 35 | Business Process Analyst 2 |
| 69963 | 36 | Business Process Analyst 3 |
| 69971 | 36 | IT Architect/Consultant 1 |
| 83851 | 32 | Coal Program Financial Analyst |
| 84511 | 27 | Appraiser 1 |
| 84512 | 29 | Appraiser 2 |
| 84513 | 30 | Appraiser 3 |
| 84514 | 31 | Appraisal Specialist |
| 84521 | 28 | Realty Specialist 1 |
| 84522 | 30 | Realty Specialist 2 |
| 84523 | 31 | Realty Specialist 3 |
| 84531 | 28 | Property Management Specialist |

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| Class No. | Pay Range | Title |
|---|---|---|
| 84541 | 28 | Real Property Tax Appraiser 1 |
| 84542 | 30 | Real Property Tax Appraiser 2 |
| 84543 | 32 | Real Property Tax Appraiser 3 |
| 84551 | 27 | Title Agent |
| 84561 | 27 | Property Agent |
| 84563 | 29 | Property Agent Coordinator |
| 84581 | 29 | Utilities Relocation Technician 1 |
| 84582 | 30 | Utilities Relocation Technician 2 |
| 84583 | 31 | Utilities Relocation Technician 3 |
| 84591 | 30 | Real Estate Disposition Coordinator |
| 84592 | 31 | Real Estate Specialist |
| 84711 | 27 | Road Inventory Specialist 1 |
| 84712 | 28 | Road Inventory Specialist 2 |
| 85671 | 29 | GIMS Technician 1 |
| 85672 | 30 | GIMS Technician 2 |
| 85771 | 30 | GIMS Specialist 1 |
| 85772 | 32 | GIMS Specialist 2 |
| 85881 | 32 | Environmental Grant Analyst |

## APPENDIX I

**Classification Groupings - Bargaining Unit 3**

(NOTE: All classes numbered 30000 to 39999 are holding classes.)

| | Class No. | Pay Range | Title |
|---|---|---|---|
| 1. | 44141 | 27 | Psychiatric Attendant |
| | 44142 | 28 | Psychiatric Attendant Coordinator |
| | 46111 | 25 | Security Officer 1 |
| | 46112 | 26 | Security Officer 2 |
| 2. | 46111 | 25 | Security Officer 1 |
| | 46112 | 26 | Security Officer 2 |
| | 46514 | 28 | Juvenile Correctional Officer |
| | 46611 | 06 | Youth Leader (Blind/Deaf School) |
| 3. | 26511 | 28 | Correctional Firefighter (see also Unit 7, Group 31) |
| | 46111 | 25 | Security Officer 1 |
| | 46112 | 26 | Security Officer 2 |
| | 46531 | 28 | Correction Officer |
| | 46532 | 29 | Correction Sergeant/Counselor |
| | 46540 | 04 | Correctional Farm Laborer (see also Unit 6, Group 5) |
| | 46541 | 08 | Correctional Farm Coordinator (see also Unit 6, Group 5) |

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| | Class No. | Pay Range | Title |
|---|---|---|---|
| | 53541 | 08 | Correctional Dairy Processing Plant Operator (see also Unit 6, Group 5) |
| 4. | 22591 | 27 | Shooting Range Attendant |
| | 46111 | 25 | Security Officer 1 |
| | 46112 | 26 | Security Officer 2 |
| | 46131 | 26 | Lottery Game Security Specialist (see also Unit 14, Group 3d) |

**Classification Groupings - Bargaining Unit 4**

| | Class No. | Pay Range | Title |
|---|---|---|---|
| 1. | 17321 | 05 | Social Service Aide |
| | 17331 | 05 | Personal Services Worker |
| | 30881 | 26 | Mental Health Technician 1 |
| | 44731 | 27 | Community Adjustment Trainer 1 |
| | 44732 | 27 | Community Adjustment Trainer 2 |
| 2. | 18111 | 03 | Children's Teacher Aide 1 |
| | 18112 | 04 | Children's Teacher Aide 2 |
| | 18113 | 25 | Children's Teacher Aide 3 |
| | 18121 | 26 | Adult Teacher Aide 1 |
| | 18122 | 27 | Adult Teacher Aide 2 |
| | 18123 | 28 | Adult Teacher Aide 3 |
| | 18131 | 25 | Vocational Instructor 1 |
| | 18132 | 26 | Vocational Instructor 2 |
| 3. | 30881 | 26 | Mental Health Technician 1 |
| | 42741 | 05 | **Qualified** Pharmacy ~~Attendant~~ **Technician** |
| | 44111 | 04 | Hospital Aide |
| | 44112 | 05 | Therapeutic Program Worker |
| | 44113 | 26 | Hospital Aide Coordinator 1 |
| | 44114 | 27 | Hospital Aide Coordinator 2 |
| | 44161 | 10 | Licensed Practical Nurse |
| | 44731 | 27 | Community Adjustment Trainer 1 |
| | 44732 | 27 | Community Adjustment Trainer 2 |
| 4. | 18141 | 25 | Rehabilitation Aide |
| | 18531 | 04 | Recreation Aide |
| | 44210 | 04 | Activities Aide |
| | 44211 | 26 | General Activities Therapist 1 |
| | 44212 | 27 | General Activities Therapist 2 |
| | 44213 | 27 | Activity Therapist Specialist 1 |
| | 44214 | 29 | Activity Therapist Specialist 2 |
| 5. | 65311 | 28 | Emergency Medical Technician - Ambulance |
| | 65312 | 28 | Advanced Emergency Medical Technician - Ambulance |

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| | Class No. | Pay Range | Title |
|---|---|---|---|
| | 65313 | 29 | Paramedic |
| | 83250 | 27 | Medical Laboratory Technician (see also Unit 7, Group 46) |
| | 86121 | 27 | Phlebotomist |
| 6. | 44111 | 04 | Hospital Aide* |
| | 86311 | 27 | Dental Technician |
| | 86313 | 27 | Dental Assistant |
| 7. | 44111 | 04 | Hospital Aide* |
| | 86321 | 30 | Radiographer |
| 8. | 86331 | 29 | EEG/EKG Technician |
| 9. | 42711 | 05 | Cosmetologist |
| | 42731 | 05 | Barber |
| | 44111 | 04 | Hospital Aide* |
| 10. | 46621 | 04 | Child Care Worker |
| 11. | 44260 | 26 | Therapy Aide |
| | 44261 | 28 | Licensed Physical Therapy Assistant |
| | 44310 | 29 | Occupational Therapy Assistant |
| | 44510 | 27 | Exercise Physiologist Assistant |

*Only those Dental Techs, EEG Techs, Cosmetologists or Barbers who have previously held a Hospital Aide position can bump back to a Hospital Aide.

**Classification Groupings - Bargaining Unit 5**

| | Class No. | Pay Range | Title |
|---|---|---|---|
| 1. | 30021 | 04 | Custodial Work Coordinator |
| | 42111 | 02 | Custodial Worker |
| 2. | 42321 | 04 | Meatcutter |
| | 42331 | 06 | Baker |
| | 42341 | 01 | Food Service Worker |
| | 42351 | 03 | Cook 1 |
| | 42352 | 05 | Cook 2 |
| | 42411 | 04 | Food Service Coordinator 1 |
| | 42412 | 06 | Food Service Coordinator 2 |
| | 42441 | 30 | Food Consultant |
| | 42451 | 28 | Correctional Food Service Coordinator 1 |
| 3. | 42511 | 04 | Fabric Worker 1 (see also Unit 6, Group 11) |
| | 42512 | 04 | Fabric Worker 2 (see also Unit 6, Group 11) |
| | 42521 | 01 | Laundry Worker |
| | 42541 | 28 | Correctional Laundry Coordinator |
| 4. | 14211 | 04 | Commissary Worker 1 (see also Unit 9, Group 3) |

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| | Class No. | Pay Range | Title |
|---|---|---|---|
| | 14212 | 06 | Commissary Worker 2 (see also Unit 9, Group 3) |
| | 16111 | 05 | Cashier (see also Unit 9, Group 3) |

**Classification Groupings - Bargaining Unit 6**

| | Class No. | Pay Range | Title |
|---|---|---|---|
| ~~1.~~ | ~~22131~~ | ~~27~~ | ~~YCC Work Project Coordinator~~ |
| | ~~22151~~ | ~~25~~ | ~~CCC Dormitory Advisor~~ |
| | ~~22171~~ | ~~08~~ | ~~CCC Project Crew Leader~~ |
| 2. | 22221 | 27 | Fish Management Technician (see also Unit 13, Group 3) |
| | 22232 | 29 | Fish Hatchery Coordinator (see also Unit 13, Group 3) |
| | 22241 | 05 | Net Constructor (see also Unit 13, Group 3) |
| | 22242 | 07 | Net Construction Specialist (see also Unit 13, Group 3) |
| | 22280 | 28 | Wildlife Research Tech. (see also Unit 13, Group 2) |
| | 22411 | 28 | Preserve Manager Aide |
| | 22511 | 05 | Parks Conservation Aide |
| | 22513 | 07 | Parks Conservation Coordinator |
| | 22560 | 24 | Campground Attendant |
| | 22565 | 27 | Campground Coordinator 1 |
| | 22566 | 28 | Campground Coordinator 2 |
| | 22611 | 03 | Natural Resources Worker (see also Unit 9, Group 1) |
| | 22831 | 02 | Conservation Worker |
| | 22832 | 04 | Conservation Aide |
| | 22833 | 05 | Conservation Crew Leader |
| | 30723 | 08 | Sawyer 3 |
| | 53621 | 04 | Golf Course Worker 1 |
| | 53622 | 06 | Golf Course Worker 2 |
| | 53811 | 02 | Laborer (see also Unit 6, Group 19) |
| | 53813 | 04 | Laborer Crew Leader |
| 3. | 53611 | 04 | Groundskeeper 1 |
| | 53612 | 05 | Groundskeeper 2 |
| | 53613 | 06 | Groundskeeper 3 |
| | 53631 | 04 | Roadside Park Caretaker 1 |
| | 53632 | 05 | Roadside Park Caretaker 2 |
| | 53633 | 07 | Roadside Park Caretaker 3 |
| 4. | 46551 | 28 | Penal Workshop Specialist |
| | 46552 | 29 | Penal Workshop Quality Control Specialist |
| 5. | 30745 | 09 | Correction Farm Supervisor 2 |
| | 46540 | 04 | Correctional Farm Laborer |
| | 46541 | 08 | Correctional Farm Coordinator |
| | 53521 | 04 | Dairy Worker 1 |
| | 53522 | 06 | Dairy Worker 2 |

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| | Class No. | Pay Range | Title |
|---|---|---|---|
| | 53531 | 08 | Farm Coordinator |
| | 53541 | 08 | Correctional Dairy Processing Plant Operator |
| 6. | 30462 | 08 | Auto Mechanic 2 |
| | 30681 | 08 | Equipment Maintenance Coordinator |
| | 52111 | 06 | Auto Body Repair Worker 1 |
| | 52112 | 08 | Auto Body Repair Worker 2 |
| | 52121 | 04 | Auto Tire Repair Worker |
| | 52130 | 02 | Auto Service Worker |
| | 52131 | 05 | Auto Mechanic 1 |
| | 52132 | 07 | Auto Mechanic 2 |
| | 52133 | 09 | Auto Technician |
| | 52141 | 06 | Motor Fleet Coordinator |
| | 52142 | 07 | Motor Fleet Coordinator Specialist |
| 7. | 30632 | 07 | Welder 2 |
| | 52211 | 07 | Mason |
| | 52221 | 06 | Plasterer |
| | 52240 | 05 | Assistant Carpenter |
| | 52241 | 07 | Carpenter 1 |
| | 52242 | 08 | Carpenter 2 |
| | 52251 | 07 | Painter 1 |
| | 52252 | 08 | Painter 2 |
| | 52260 | 05 | Assistant Plumber |
| | 52261 | 07 | Plumber 1 (see also Unit 6, Group 8) |
| | 52262 | 08 | Plumber 2 (see also Unit 6, Group 8) |
| | 52271 | 07 | Sheet Metal Worker 1 |
| | 52272 | 08 | Sheet Metal Worker 2 |
| | 52281 | 07 | Electrician 1 |
| | 52282 | 08 | Electrician 2 |
| | 52290 | 05 | Assistant Air Quality Technician |
| | 52291 | 08 | Air Quality Technician 1 |
| | 52292 | 09 | Air Quality Technician 2 |
| | 52311 | 07 | Machinist 1 |
| | 52312 | 08 | Machinist 2 |
| | 52321 | 06 | Welder 1 |
| | 52322 | 07 | Welder 2 |
| | 52361 | 09 | Restoration Mason |
| | 52861 | 08 | Locksmith |
| | 53111 | 04 | Maintenance Repair Worker 1 |
| | 53112 | 05 | Maintenance Repair Worker 2 |
| | 53113 | 07 | Maintenance Repair Worker 3 |
| | 53121 | 06 | Maintenance Inspector |
| | 53151 | 09 | Assistant Statue/Decorative Artwork Restorer |

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| | Class No. | Pay Range | Title |
|---|---|---|---|
| | 53161 | 07 | Laboratory Facility Maintenance Specialist 1 |
| | 53162 | 09 | Laboratory Facility Maintenance Specialist 2 |
| | 53163 | 11 | Laboratory Facility Maintenance Specialist 3 |
| 8. | 52231 | 07 | Steam Fitter 1 |
| | 52232 | 08 | Steam Fitter 2 |
| | 52260 | 05 | Assistant Plumber |
| | 52261 | 07 | Plumber 1 (see also Unit 6, Group 7) |
| | 52262 | 08 | Plumber 2 (see also Unit 6, Group 7) |
| 9. | 54511 | 04 | Boiler Maintenance Worker |
| | 54513 | 06 | Boiler Repair Worker |
| | 54531 | 08 | Stationary Engineer 1 |
| | 54532 | 09 | Stationary Engineer 2 |
| | 54541 | 05 | Boiler Operator 1 |
| | 54542 | 06 | Boiler Operator 2 |
| 10. | 54610 | 06 | Treatment Plant Aide |
| | 54611 | 06 | Treatment Plant Operator-in-Training |
| | 54612 | 08 | Treatment Plant Operator |
| | 54613 | 09 | Treatment Plant Coordinator 1 |
| | 54614 | 31 | Treatment Plant Coordinator 2 |
| | 54640 | 06 | Water Plant Aide |
| | 54641 | 08 | Water Plant Operator-in-Training |
| | 54642 | 28 | Water Plant Operator 1 |
| | 54643 | 29 | Water Plant Operator 2 |
| | 54644 | 30 | Water Plant Operator 3 |
| 11. | 42511 | 04 | Fabric Worker 1 (see also Unit 5, Group 3) |
| | 42512 | 04 | Fabric Worker 2 (see also Unit 5, Group 3) |
| | 52831 | 05 | Upholsterer |
| | 52851 | 06 | Tailor |
| 12. | 52821 | 27 | Exploratory Drill Operator 1 |
| | 52822 | 29 | Exploratory Drill Operator 2 |
| | 53211 | 05 | Highway Maintenance Worker 1 |
| | 53212 | 06 | Highway Maintenance Worker 2 |
| | 53213 | 07 | Highway Maintenance Worker 3 |
| | 53214 | 08 | Highway Maintenance Worker 4 |
| | 53231 | 07 | Bridge Worker 1 |
| | 53232 | 08 | Bridge Worker 2 |
| | 53241 | 05 | Routemarker 1 |
| | 53242 | 08 | Routemarker 2 |
| | 53261 | 28 | Soils Foundation Technician |
| | 53411 | 08 | Sign Fabrication Technician |
| | 53631 | 04 | Roadside Park Caretaker 1 |
| | 53632 | 05 | Roadside Park Caretaker 2 |

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| | Class No. | Pay Range | Title |
|---|---|---|---|
| | 53633 | 07 | Roadside Park Caretaker 3 |
| | 54411 | 05 | Equipment Operator 1 (see also Unit 6, Group 13) |
| | 54412 | 06 | Equipment Operator 2 (see also Unit 6, Group 13) |
| | 54413 | 07 | Equipment Operator 3 (see also Unit 6, Group 13) |
| | 54414 | 07 | Equipment Operator 4 (see also Unit 6, Group 13) |
| 13. | 54421 | 06 | Dredge Operator 1 |
| | 54422 | 07 | Dredge Operator 2 |
| | 54411 | 05 | Equipment Operator 1 (see also Unit 6, Group 12) |
| | 54412 | 06 | Equipment Operator 2 (see also Unit 6, Group 12) |
| | 54413 | 07 | Equipment Operator 3 (see also Unit 6, Group 12) |
| | 54414 | 07 | Equipment Operator 4 (see also Unit 6, Group 12) |
| 14. | 53320 | 05 | Signal Electrician Assistant |
| | 53322 | 07 | Signal Electrician 1 |
| | 53323 | 08 | Signal Electrician 2 |
| | 53324 | 09 | Traffic Control Devices Technician |
| 15. | 53821 | 05 | Delivery Worker |
| | 53841 | 03 | Parking Facilities Attendant 1 |
| | 53842 | 04 | Parking Facilities Attendant 2 |
| | 53851 | 08 | Lottery Delivery Worker |
| | 54431 | 06 | Bookmobile Operator (see also Unit 9, Group 13) |
| | 54441 | 04 | Vehicle Operator 1 |
| | 54442 | 06 | Vehicle Operator 2 |
| | 54451 | 05 | Ambulance Operator |
| 16. | 54211 | 06 | Aircraft Attendant |
| | 54221 | 11 | Aircraft Maintenance Technician |
| 17. | 54461 | 31 | Research Vessel Operator |
| 18. | 22551 | 07 | Lock Area Technician |
| | 53230 | 05 | Bridge and Lock Tender |
| 19. | 52341 | 11 | Lab Machinist |
| | 52351 | 08 | Adaptive Equipment Technician |
| | 53811 | 02 | Laborer (see also Unit 6, Group 2) |
| | 53813 | 04 | Laborer Crew Leader |
| | 53831 | 04 | Mover 1 |
| | 53832 | 07 | Mover 2 |

**Classification Groupings - Bargaining Unit 7**

| | Class No. | Pay Range | Title |
|---|---|---|---|
| 1. | 21111 | 29 | Livestock Inspector |
| | 21122 | 30 | Grain, Feed & Seed Examiner |
| | 21141 | 29 | Apiary Specialist |
| | 21153 | 29 | Seed Analyst |

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| | Class No. | Pay Range | Title |
|---|---|---|---|
| | 21261 | 32 | Grain Warehouse Financial Analyst |
| 2. | 21161 | 30 | Plant Pest Control Specialist |
| | 21172 | 30 | Pesticide/Fertilizer Inspector |
| 3. | 21211 | 28 | Egg Products Inspector |
| | 21212 | 26 | Poultry Products Inspector |
| | 21221 | 29 | Fruit and Vegetable Inspector |
| 4. | 21230 | 28 | Meat Inspector Trainee |
| | 21231 | 30 | Meat Inspector |
| | 21291 | 31 | Food Safety Specialist 1 |
| | 21292 | 32 | Food Safety Specialist 2 |
| 5. | 21581 | 28 | Amusement Ride and Game Inspector 1 |
| | 21582 | 29 | Amusement Ride and Game Inspector 2 |
| 6. | 21251 | 28 | Weights and Measures Inspector 1 |
| | 21252 | 29 | Weights and Measures Inspector 2 |
| | 21253 | 30 | Weights and Measures Technologist |
| 7. | ~~21511~~ | ~~28~~ | ~~Cosmetology Examiner~~ |
| | 21512 | 29 | Cosmetology Inspector |
| | 21513 | 30 | Cosmetology Inspector, Trainee & Evaluator |
| | 21521 | 29 | Barber Inspector |
| 8. | 21531 | 31 | Medical Board Compliance Officer |
| | 21541 | 32 | Medical Board Enforcement Investigator |
| | 21561 | 33 | Pharmacy Board Compliance Agent |
| | 21591 | 32 | Dental Board Enforcement Officer |
| | 21621 | 32 | Nursing Board Enforcement Agent |
| 9. | 23161 | 31 | Hazardous Materials Investigation Specialist 1 (see also Unit 7, Group 11, 29; Unit 13, Group 15) |
| | 23162 | 33 | Hazardous Materials Investigation Specialist 2 (see also Unit 7, Group 11, 29; Unit 13, Group 15) |
| | 23111 | 29 | Motor Carrier Enforcement Inspector |
| 10. | 23121 | 30 | Public Utilities Transportation Examiner |
| 11. | 23131 | 33 | Water/Wastewater Service Quality Coordinator |
| | 23161 | 31 | Hazardous Materials Investigation Specialist 1 (see also Unit 7, Group 9, 29; Unit 13, Group 15) |
| | 23162 | 33 | Hazardous Materials Investigation Specialist 2 (see also Unit 7, Group 9, 29; Unit 13, Group 15) |
| | 23171 | 33 | Telephone Service Quality Coordinator |
| | 23181 | 33 | Public Utilities Gas Pipeline Safety Compliance Investigator |
| | 23191 | 33 | Public Utilities Electric Compliance Coordinator |
| | 26251 | 30 | Public Utilities Consumer Service Investigator (see also Unit 7, Group 27) |
| 12. | 23311 | 29 | Railroad Inspector 1 |

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| | Class No. | Pay Range | Title |
|---|---|---|---|
| | 23312 | 31 | Railroad Inspector 2 |
| | 23313 | 32 | Railroad Inspector 3 |
| 13. | 24151 | 30 | High Pressure Piping Inspector |
| 14. | 24120 | 30 | Inspector |
| | 24121 | 31 | Boiler Inspector |
| | 24123 | 32 | Nuclear Boiler Inspector |
| 15. | 24130 | 30 | Interim Electrical Inspector |
| | 24131 | 30 | Electrical Inspector |
| 16. | 24140 | 29 | Elevator Inspector Trainee |
| | 24141 | 32 | Elevator Inspector |
| 17. | 24161 | 30 | Plumbing Inspector 1 |
| | 24162 | 31 | Plumbing Inspector 2 |
| 18. | 24311 | 27 | Stationary Load Limit Inspector |
| | 24312 | 28 | Portable Load Limit Inspector |
| | 24321 | 30 | Motor Vehicle Investigator (see also Unit 14, Group 18) |
| | 24351 | 28 | Motor Vehicle Inspector |
| 19. | 24331 | 28 | Driver License Examiner 1 |
| | 24332 | 29 | Driver License Examiner 2 (CDL) |
| | 24333 | 29 | Driver License Examiner 2 (Lead Worker) |
| | 24334 | 29 | Driver License Examiner 2 (Mobile) |
| | 24341 | 29 | Customer Service Specialist 1 |
| | 24342 | 30 | Customer Service Specialist 2 |
| 20. | 24391 | 31 | Industrial Inspector |
| | 24411 | 29 | Industrial Safety Inspector |
| 21. | 24421 | 28 | Breath Alcohol Testing Inspector |
| | 24431 | 28 | Safety and Health Inspector 1 |
| | 24432 | 29 | Safety and Health Inspector 2 |
| | 24433 | 30 | Safety and Health Compliance Inspector |
| | 24441 | 32 | Safety and Health Coordinator |
| | 24442 | 33 | Safety and Health Consultant |
| | 24471 | 30 | Industrial Safety Hygienist 1 (see also Unit 7, Group 22) |
| | 24472 | 31 | Industrial Safety Hygienist 2 (see also Unit 7, Group 22) |
| | 24473 | 33 | Industrial Safety Hygienist 3 (see also Unit 7, Group 22) |
| | 24474 | 34 | Industrial Safety Hygienist 4 (see also Unit 7, Group 22) |
| | 24481 | 28 | Industrial Safety Consultant 1 (see also Unit 7, Group 22) |
| | 24482 | 29 | Industrial Safety Consultant 2 (see also Unit 7, Group 22) |
| | 24483 | 31 | Industrial Safety Consultant 3 (see also Unit 7, Group 22) |
| | 24484 | 33 | Industrial Safety Consultant Specialist (see also Unit 7, Group 22) |
| | 24511 | 31 | Ergonomist 1 (see also Unit 7, Group 22) |
| | 24512 | 33 | Ergonomist 2 (see also Unit 7, Group 22) |
| | 24513 | 34 | Ergonomist 3 (see also Unit 7, Group 22) |

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| | Class No. | Pay Range | Title |
|---|---|---|---|
| | 26281 | 31 | Wage & Hour Investigator |
| | 31342 | 29 | Safety and Health Inspector 2 |
| 22. | 24471 | 30 | Industrial Safety Hygienist 1 (see also Unit 7, Group 21) |
| | 24472 | 31 | Industrial Safety Hygienist 2 (see also Unit 7, Group 21) |
| | 24473 | 33 | Industrial Safety Hygienist 3 (see also Unit 7, Group 21) |
| | 24474 | 34 | Industrial Safety Hygienist 4 (see also Unit 7, Group 21) |
| | 24481 | 28 | Industrial Safety Consultant 1 (see also Unit 7, Group 21) |
| | 24482 | 29 | Industrial Safety Consultant 2 (see also Unit 7, Group 21) |
| | 24483 | 31 | Industrial Safety Consultant 3 (see also Unit 7, Group 21) |
| | 24484 | 33 | Industrial Safety Consultant Specialist (see also Unit 7, Group 21) |
| | 24511 | 31 | Ergonomist 1 (see also Unit 7, Group 21) |
| | 24512 | 33 | Ergonomist 2 (see also Unit 7, Group 21) |
| | 24513 | 34 | Ergonomist 3 (see also Unit 7, Group 21) |
| | 31784 | 34 | Industrial Safety Hygienist 4 |
| 23. | 24710 | 31 | Mine Rescue Operations Coordinator |
| | 24711 | 31 | Mine Safety Inspector 1 |
| | 24712 | 33 | Mine Safety Inspector 2 |
| 24. | 22931 | 30 | Mineral Resources Inspector 1 |
| | 22932 | 31 | Mineral Resources Inspector 2 |
| | 22933 | 32 | Mineral Resources Inspector 3 |
| 25. | 24911 | 27 | Racing Inspector |
| 26. | 24921 | 30 | Embalmer and Funeral Facility Inspector |
| 27. | 21311 | 31 | Agriculture Enforcement Agent |
| | 21681 | 32 | Chiropractic Board Enforcement Investigator |
| | 24971 | 32 | Engineers & Surveyors Enforcement Officer |
| | 26121 | 30 | Criminal Investigator 1 |
| | 26122 | 31 | Criminal Investigator 2 |
| | 26181 | 27 | Institutional Identification Officer |
| | 26210 | 27 | Investigator Assistant |
| | 26211 | 30 | Investigator |
| | 26221 | 32 | Ethics Commission Special Investigator |
| | 26241 | 30 | Consumer's Counsel Utility Investigator |
| | 26251 | 30 | Public Utilities Customer Service Investigator (see also Unit 7, Group 11) |
| | 26291 | 32 | Healthcare Investigator Specialist |
| 28. | 26271 | 30 | Insurance Investigation Officer 1 |
| | 26272 | 32 | Insurance Investigation Officer 2 |
| | 26273 | 33 | Insurance Investigation Officer 3 |
| | 66771 | 30 | Insurance Licensing Examiner |
| | 67231 | 30 | Insurance Complaint Analyst 1 |
| | 67232 | 31 | Insurance Complaint Analyst 2 |

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| | Class No. | Pay Range | Title |
|---|---|---|---|
| | 67233 | 32 | Insurance Complaint Analyst 3 |
| 29. | 23161 | 31 | Hazardous Materials Investigation Specialist 1 (see also Unit 7, Group 9 11; Unit 13, Group 15) |
| | 23162 | 33 | Hazardous Materials Investigation Specialist 2 (see also Unit 7, Group 9 11; Unit 13, Group 15) |
| | 26231 | 30 | Underground Storage Tank Inspector |
| | 26511 | 28 | Correctional Firefighter (see also Unit 3, Group 3) |
| | 26521 | 30 | Fire Safety Inspector |
| | 26531 | 32 | Arson Investigator |
| | 26541 | 28 | Fire Safety Educator 1 (see also Unit 14, Group 18) |
| | 26542 | ~~29~~ **30** | Fire Safety Educator 2 (see also Unit 14, Group 18) |
| | 26560 | 29 | Fire Training Equipment Technician |
| | 26561 | 30 | Fire Training Officer 1 (see also Unit 14, Group 18) |
| | 26562 | 31 | Fire Training Officer 2 (see also Unit 14, Group 18) |
| | 64921 | 31 | Hazardous Materials Specialist (see also Unit 13, Group 15) |
| 30. | 52421 | 07 | Radio Technician 1 |
| | 52422 | 09 | Radio Technician 2 |
| | 52423 | 10 | Radio Technician Specialist |
| 31. | 52611 | 28 | Broadcasting Engineer |
| | 52621 | 09 | Broadcast/Net ITV Coordinator |
| | 52642 | 31 | Audio/Visual Production Specialist (see also Unit 13, Group 17) |
| | 52643 | 32 | Videographer |
| 32. | 52631 | 06 | Audio/Visual Repair Worker |
| | 52641 | 07 | Audio/Visual Specialist |
| 33. | 30562 | 06 | Printing Machine Operator 2 |
| | 52711 | 07 | Bindery Operator |
| | 52721 | 08 | Typesetting Technician |
| | 52731 | 08 | Printing Machine Operator |
| | 52741 | 31 | Printing Standards Analyst |
| | 52751 | 08 | Correctional Printing Machine Coordinator |
| | 52760 | 29 | Printing Coordinator (see also Unit 9, Group 11) |
| 34. | 54571 | 30 | Steam Engineer Examiner |
| 35. | 31391 | 29 | Case Control Reviewer |
| | 69481 | 28 | Social Services Licensing Specialist |
| 36. | 52661 | 31 | Electronic Design Coordinator |
| | 52662 | 32 | Electronic Design Specialist |
| | 82111 | 27 | Graphic Artist |
| | 82121 | 29 | Layout Design Artist |
| | 82122 | 29 | Layout Design Coordinator |
| 37. | 82210 | 29 | Photographer |

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| | Class No. | Pay Range | Title |
|---|---|---|---|
| | 82212 | 29 | Photojournalist |
| 38. | 82221 | 26 | Digital Photo Technician |
| 39. | 82311 | 28 | Cartographer (see also Unit 7, Group 40) |
| | 84111 | 25 | Drafting Technician 1 |
| | 84112 | 27 | Drafting Technician 2 |
| | 84113 | 28 | Drafting Coordinator |
| | 85821 | 30 | Design Specialist 1 (see also Unit 7, Group 41, 42; Unit 13, Group 22) |
| | 85822 | 31 | Design Specialist 2 (see also Unit 7, Group 41, 42; Unit 13, Group 22) |
| | 85823 | 33 | Design Specialist 3 (see also Unit 7, Group 41, 42; Unit 13, Group 22) |
| | 85824 | 34 | Design Specialist 4 (see also Unit 7, Group 41, 42; Unit 13, Group 22) |
| | 85831 | 31 | Construction Project Specialist 1 (see also Unit 7, Group 41, 42; Unit 13, Group 22) |
| | 85833 | 32 | Construction Project Specialist 2 (see also Unit 7, Group 41, 42; Unit 13, Group 22) |
| | 85834 | 33 | Construction Project Specialist 3 (see also Unit 7, Group 41, 42; Unit 13, Group 22) |
| | 85835 | 34 | Construction Project Specialist 4 (see also Unit 7, Group 41, 42; Unit 13, Group 22) |
| | 85851 | 31 | Bridge Specialist 1 (see also Unit 7, Group 41, 42; Unit 13, Group 20, 22) |
| | 85852 | 32 | Bridge Specialist 2 (see also Unit 7, Group 41, 42; Unit 13, Group 20, 22) |
| | 85871 | 31 | Transportation Technical Specialist (see also Unit 7, Group 41, 42; Unit 13, Group 22) |
| | 85873 | 32 | Transportation Technician 1 (see also Unit 7, Group 41, 42; Unit 13, Group 22) |
| | 85874 | 33 | Transportation Technician 2 (see also Unit 7, Group 41, 42; Unit 13, Group 22) |
| | 85875 | 34 | Transportation Technician 3 (see also Unit 7, Group 41, 42; Unit 13, Group 22) |
| 40. | 82311 | 28 | Cartographer (see also Unit 7, Group 39) |
| | 82320 | 27 | Photogrammetry Technician 1 |
| | 82321 | 28 | Photogrammetry Technician 2 |
| | 82322 | 29 | Photogrammetrist 1 (see also Unit 13, Group 18) |
| | 82323 | 30 | Photogrammetrist 2 (see also Unit 13, Group 18) |
| | 82324 | 31 | Photogrammetrist 3 (see also Unit 13, Group 18) |
| 41. | 84211 | 26 | Survey Technician 1 |
| | 84212 | 28 | Survey Technician 2 |

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| | Class No. | Pay Range | Title |
|---|---|---|---|
| | 84213 | 29 | Survey Technician 3 |
| | 84330 | 25 | Centrifuge Operator |
| | 85560 | 30 | Surveyor Trainee (see also Unit 13, Group 7) |
| | 85821 | 30 | Design Specialist 1 (see also Unit 7, Group 39, 42; Unit 13, Group 22) |
| | 85822 | 31 | Design Specialist 2 (see also Unit 7, Group 39, 42; Unit 13, Group 22) |
| | 85823 | 33 | Design Specialist 3 (see also Unit 7, Group 39, 42; Unit 13, Group 22) |
| | 85824 | 34 | Design Specialist 4 (see also Unit 7, Group 39, 42; Unit 13, Group 22) |
| | 85831 | 31 | Construction Project Specialist 1 (see also Unit 7, Group 39, 42; Unit 13, Group 22) |
| | 85833 | 32 | Construction Project Specialist 2 (see also Unit 7, Group 39, 42; Unit 13, Group 22) |
| | 85834 | 33 | Construction Project Specialist 3 (see also Unit 7, Group 39, 42; Unit 3, Group 22) |
| | 85835 | 34 | Construction Project Specialist 4 (see also Unit 7, Group 39, 42; Unit 13, Group 22) |
| | 85851 | 31 | Bridge Specialist 1 (see also Unit 7, Group 39, 42; Unit 13, Group 20, 22) |
| | 85852 | 32 | Bridge Specialist 2 (see also Unit 7, Group 39, 42; Unit 13, Group 20, 22) |
| | 85871 | 31 | Transportation Technical Specialist (see also Unit 7, Group 39, 42; Unit 13, Group 22) |
| | 85872 | 32 | Transportation Technician 1 (see also Unit 7, Group 39, 42; Unit 13, Group 22) |
| | 85874 | 33 | Transportation Technician 2 (see also Unit 7, Group 39, 42; Unit 13, Group 22) |
| | 85875 | 34 | Transportation Technician 3 (see also Unit 7, Group 39, 42; Unit 13, Group 22) |
| 42. | 31561 | 26 | Project Inspector 1 |
| | 31562 | 26 | Project Inspector 2 |
| | 31563 | 29 | Project Inspector 3 |
| | 84321 | 26 | Materials Controller 1 |
| | 84322 | 27 | Materials Controller 2 |
| | 84323 | 29 | Materials Controller 3 |
| | 84331 | 26 | Bituminous Plant Inspector |
| | 84334 | 28 | Bituminous Plant Coordinator |
| | 84341 | 30 | State Architect's Office Field Inspector |
| | 84351 | 27 | Project Inspector 1 |
| | 84352 | 30 | Project Inspector 2 |

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| | Class No. | Pay Range | Title |
|---|---|---|---|
| | 85821 | 30 | Design Specialist 1 (see also Unit 7, Group 39, 41; Unit 13, Group 22) |
| | 85822 | 31 | Design Specialist 2 (see also Unit 7, Group 39, 41; Unit 13, Group 22) |
| | 85823 | 33 | Design Specialist 3 (see also Unit 7, Group 39, 41; Unit 13, Group 22) |
| | 85824 | 34 | Design Specialist 4 (see also Unit 7, Group 39, 41; Unit 13, Group 22) |
| | 85831 | 31 | Construction Project Specialist 1 (see also Unit 7, Group 39, 41; Unit 13, Group 22) |
| | 85833 | 32 | Construction Project Specialist 2 (see also Unit 7, Group 39, 41; Unit 13, Group 22) |
| | 85834 | 33 | Construction Project Specialist 3 (see also Unit 7, Group 39, 41; Unit 13, Group 22) |
| | 85835 | 34 | Construction Project Specialist 4 (see also Unit 7, Group 39, 41; Unit 13, Group 22) |
| | 85851 | 31 | Bridge Specialist 1 (see also Unit 7, Group 39, 41; Unit 13, Group 22) |
| | 85852 | 32 | Bridge Specialist 2 (see also Unit 7, Group 39, 41; Unit 13, Group 22) |
| | 85871 | 31 | Transportation Technical Specialist (see also Unit 7, Group 39, 41; Unit 13, Group 22) |
| | 85873 | 32 | Transportation Technician 1 (see also Unit 7, Group 39, 41; Unit 13, Group 22) |
| | 85874 | 33 | Transportation Technician 2 (see also Unit 7, Group 39, 41; Unit 13, Group 22) |
| | 85875 | 34 | Transportation Technician 3 (see also Unit 7, Group 39, 41; Unit 13, Group 22) |
| 43. | 84411 | 29 | Electronic Technician 1 |
| 44. | 84611 | 27 | Environmental Technician |
| | 84651 | 29 | Automobile Emissions Inspector |
| | 85861 | 31 | Environmental Specialist 1 (see also Unit 13, Group 15) |
| | 85862 | 32 | Environmental Specialist 2 (see also Unit 13, Group 15) |
| | 85863 | 33 | Environmental Specialist 3 (see also Unit 13, Group 15) |
| | 85864 | 34 | Environmental Specialist 4 (see also Unit 13, Group 15) |
| 45. | 24461 | 30 | Radiation Safety Officer 1 |
| | 24462 | 31 | Radiation Safety Officer 2 |
| | 84421 | 29 | Radiological Instrument Technician 1 |
| | 84422 | 30 | Radiological Instrument Technician 2 |
| | 84423 | 31 | Radiological Instrument Technician 3 |
| | 84631 | 32 | Radiological Analyst |
| | ~~84641~~ | ~~30~~ | ~~Health Physicist 1 (see also Unit 13, Group 21)~~ |

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| | Class No. | Pay Range | Title |
|---|---|---|---|
| | 84642 | 31 | Health Physicist ~~2~~ (see also Unit 13, Group 21) |
| | 84643 | 33 | **Senior** Health Physicist ~~3~~ (see also Unit 13, Group 21) |
| 46. | 83250 | 27 | Medical Laboratory Technician (see also Unit 4, Group 5) |
| | 86111 | 24 | Laboratory Technician 1 |
| | 86112 | 27 | Laboratory Technician 2 |
| | 86113 | 27 | Laboratory Technologist |
| | 86161 | 28 | Veterinary Pathology Assistant (see also Unit 13, Group 9) |
| 47. | 83811 | 31 | Soils Resource Specialist (see also Unit 13, Group 13) |
| | 83820 | 28 | Geology Technician |
| 48. | 24111 | 30 | Building Inspector |
| 49. | 26591 | 07 | Firefighter |
| | 26592 | 08 | Lieutenant Firefighter |
| 50. | 53771 | 06 | Highway Technician 1 |
| | 53772 | 07 | Highway Technician 2 |
| | 53773 | 08 | Highway Technician 3 |
| | 53774 | 09 | Highway Technician 4 |
| | 53775 | 10 | Highway Technician 5 |
| | **53781** | **07** | **Highway Technician Equipment Specialist** |

**Classification Groupings - Bargaining Unit 9**

| | Class No. | Pay Range | Title |
|---|---|---|---|
| 1. | 12111 | 03 | Clerk 1 |
| | 12112 | 04 | Clerk 2 |
| | 12113 | 26 | Clerk 3 |
| | 12121 | 27 | Statistics Clerk |
| | 12131 | 04 | Telephone Operator 1 |
| | 12132 | 25 | Telephone Operator 2 |
| | 12411 | 27 | Medical Records Document Specialist |
| | 12441 | 27 | State Records Technician 1 (see also Unit 14, Group 16) |
| | 12442 | 28 | State Records Technician 2 (see also Unit 14, Group 16) |
| | 12511 | 25 | Office Assistant 1 |
| | 12512 | 26 | Office Assistant 2 |
| | 12513 | 27 | Office Assistant 3 |
| | 12551 | 27 | Secretary |
| | 12611 | 26 | Word Processing Specialist 1 |
| | 12612 | 27 | Word Processing Specialist 2 |
| | 12621 | 27 | Medical Word Processing Transcriptionist |
| | 12711 | 04 | Hearings Bailiff |
| | 12721 | 28 | Document Delivery Technician |
| | 12731 | 04 | Mail Clerk/Messenger |
| | 12732 | 05 | Mail Clerk/Screener |

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| | Class No. | Pay Range | Title |
|---|---|---|---|
| | 16521 | 30 | State Payroll Specialist 1 (see also Unit 14, Group 12) |
| | 16522 | 31 | State Payroll Specialist 2 (see also Unit 14, Group 12) |
| | 16851 | 29 | Customer Service Associate (see also Unit 9, Group 13) |
| | **16871** | **27** | **Administrative Professional 1** |
| | **16872** | **28** | **Administrative Professional 2** |
| | **16873** | **30** | **Administrative Professional 3** |
| | 22611 | 03 | Natural Resource Worker (see also Unit 6, Group 2) |
| | 26941 | 26 | Watercraft Records Specialist 1 |
| | 26942 | 28 | Watercraft Records Specialist 2 |
| | 26951 | 28 | Watercraft Registration Agent 1 (see also Unit 9, Group 4) |
| | 26952 | 29 | Watercraft Registration Agent 2 (see also Unit 9, Group 4) |
| | 30113 | 25 | Clerical Specialist |
| | 30931 | 26 | Statistics Clerk |
| | 63141 | 26 | Forms Control Specialist |
| | 63821 | 27 | Hearing Assistant (see also Unit 14, Group 13) |
| | 64371 | 25 | Travel Counselor 1 (see also Unit 9, Group 13) |
| | 64372 | 26 | Travel Counselor 2 (see also Unit 9, Group 13) |
| | 64620 | 26 | Personnel Aide (see also Unit 9, Group 13) |
| | 64641 | 26 | Test Monitor |
| | 66931 | 27 | Nosologist |
| 2. | 12431 | 04 | Salvage Machine Operator (see also Unit 9, Group 11; Unit 9, Group 14) |
| | 14711 | 03 | Stores Clerk |
| | 14721 | 04 | Mechanical Stores Clerk |
| | 14731 | 04 | Chemical Stores Clerk |
| | 14741 | 25 | Storekeeper 1 |
| | 14742 | 27 | Storekeeper 2 |
| | 14751 | 08 | Dock Coordinator |
| | 30811 | 25 | Storekeeper 1 |
| | 64520 | 26 | Purchasing Assistant |
| | 64551 | 26 | Inventory Control Specialist 1 |
| 3. | 14211 | 04 | Commissary Worker 1 (see also Unit 5, Group 4) |
| | 14212 | 06 | Commissary Worker 2 (see also Unit 5, Group 4) |
| | 16111 | 05 | Cashier (see also Unit 5, Group 4) |
| | 16211 | 01 | Museum Associate 1 |
| | 16212 | 03 | Museum Associate 2 |
| 4. | 16511 | 26 | Account Clerk 1 |
| | 16512 | 27 | Account Clerk 2 |
| | 16513 | 28 | Account Clerk 3 |
| | 26951 | 28 | Watercraft Registration Agent 1 (see also Unit 9, Group 1) |
| | 26952 | 29 | Watercraft Registration Agent 2 (see also Unit 9, Group 1) |
| | 30822 | 26 | Account Clerk 2 |

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| | Class No. | Pay Range | Title |
|---|---|---|---|
| | 66521 | 27~~/28~~ | Shared Services Associate |
| 5. | 12311 | 27 | Data Storage Technician 1 |
| | 12312 | 28 | Data Storage Technician 2 |
| | 12321 | 04 | Data Processor 1 |
| | 12322 | 25 | Data Processor 2 |
| | 12323 | 26 | Data Processor 3 |
| | 12331 | 04 | Data Entry Operator 1 |
| | 12332 | 25 | Data Entry Operator 2 |
| | 12333 | 26 | Data Entry Operator 3 |
| | 12341 | 24 | Data Librarian 1 |
| | 12342 | 25 | Data Librarian 2 |
| | 12343 | 26 | Data Librarian 3 |
| | 12351 | 25 | Data Control Technician 1 |
| | 12352 | 26 | Data Control Technician 2 |
| | 12353 | 27 | Data Control Technician 3 |
| | 12361 | 24 | Data Technician 1 |
| | 12362 | 25 | Data Technician 2 |
| | 12370 | 25 | Computer Operator 1 |
| | 12371 | 26 | Computer Operator 2 |
| | 12372 | 28 | Computer Operator 3 |
| | 12373 | 29 | Computer Operator 4 |
| | 12374 | 30 | Computer Operations Analyst |
| | 12821 | 28 | Data Systems Scheduler 1 |
| | 12822 | 29 | Data Systems Scheduler 2 |
| | 12823 | 31 | Data Systems Scheduler 3 |
| | 12824 | 32 | Data Systems Scheduler 4 |
| | 26941 | 26 | Watercraft Records Specialist 1 |
| | 26942 | 28 | Watercraft Records Specialist 2 |
| | 30403 | 25 | Data Entry Operator 3 |
| 6. | 84361 | 26 | Technical Writer 1 |
| | 84362 | 28 | Technical Writer 2 |
| | 84371 | 26 | Engineering Clerk |
| 7. | 84381 | 25 | Traffic Technician 1 |
| | 84382 | 26 | Traffic Technician 2 |
| | 84391 | 27 | Traffic Analyst |
| 8. | 16720 | 28 | Workers' Compensation Claims Assistant |
| | 16721 | 29 | Workers' Compensation Medical Claims Specialist |
| | 16722 | 30 | Workers' Compensation Claims Specialist |
| | ~~16740~~ | ~~25~~ | ~~Unemployment Claims Examiner 1~~ |
| | ~~16741~~ | ~~26~~ | ~~Unemployment Claims Examiner 2~~ |
| | ~~16742~~ | ~~27~~ | ~~Unemployment Claims Examiner 3~~ |
| | 16743 | 28 | Unemployment Claims Fraud Examiner |

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| | Class No. | Pay Range | Title |
|---|---|---|---|
| | ~~16744~~ | ~~29~~ | ~~Unemployment Claims Examiner 4~~ |
| | 16745 | 30 | Unemployment Claims Specialist 1 |
| | 16746 | 31 | Unemployment Claims Specialist 2 |
| | **16751** | **27** | **Unemployment Compensation Examiner 1** |
| | **16752** | **29** | **Unemployment Compensation Examiner 2** |
| | **16753** | **30** | **Unemployment Compensation Examiner/Specialist 1** |
| | **16754** | **32** | **Unemployment Compensation Examiner/Specialist 2** |
| | 16781 | 29 | Auto Liability Claims Specialist 1 |
| | 16782 | 30 | Auto Liability Claims Specialist 2 |
| | 16791 | 26 | Claims Examiner 1 |
| | 16792 | 27 | Claims Examiner 2 |
| | 16793 | 28 | Claims Examiner 3 |
| | 16794 | 29 | Claims Examiner 4 |
| | 16795 | 30 | Claims Examiner Specialist |
| | 16841 | 27 | Certification/Licensure Examiner 1 |
| | 16842 | 28 | Certification/Licensure Examiner 2 |
| | 26261 | 32 | BWC Fraud Investigator |
| | 26262 | 33 | BWC Fraud Analyst |
| | 30972 | 29 | Accountant 2 (see also Unit 14, Group 12) |
| | 33292 | 29 | Workers' Compensation Claims Representative 2 |
| | 33293 | 30 | Workers' Compensation Claims Representative 3 |
| | 33294 | 31 | Workers' Compensation Claims Representative 4 |
| | 33411 | 29 | BWC Customer Service Representative |
| | 63521 | 28 | BWC Employer Services Representative |
| | 64210 | 27 | Employment Services Interviewer |
| | 64211 | 28 | Employment Services Representative |
| | 64212 | 28 | Employment Services Counselor |
| | 64220 | 28 | Veterans Employment Representative |
| | 64221 | 28 | Disabled Veterans Outreach Specialist |
| | 64281 | 29 | Customer Service Representative |
| | 64282 | 29 | Customer Service Disabled Outreach Specialist |
| | 64283 | 29 | Customer Service Veterans Employment Representative |
| | 64284 | 30 | Customer Service Specialist |
| | 64451 | 28 | BWC Customer Service Representative |
| | 66111 | 26 | Accountant/Examiner 1 (see also Unit 14, Group 12) |
| | 66112 | 28 | Accountant/Examiner 2 (see also Unit 14, Group 12) |
| | 66113 | 30 | Accountant/Examiner 3 (see also Unit 14, Group 12) |
| | 66114 | 31 | Accountant/Examiner 4 (see also Unit 14, Group 12) |
| | ~~66121~~ | ~~26~~ | ~~Unemployment Contribution Examiner 1~~ |
| | ~~66122~~ | ~~27~~ | ~~Unemployment Contribution Examiner 2~~ |
| | ~~66123~~ | ~~28~~ | ~~Unemployment Contribution Examiner 3~~ |
| | ~~66124~~ | ~~30~~ | ~~Unemployment Contribution Examiner 4~~ |

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| | Class No. | Pay Range | Title |
|---|---|---|---|
| | ~~66125~~ | ~~31~~ | ~~Unemployment Contribution Examiner 5~~ |
| | 66131 | 31 | Unemployment Compensation Compliance Auditor 1 (see also Unit 14, Group 12) |
| | 66221 | 27 | State Accountant Examiner |
| | 66391 | 31 | Account Executive |
| | 66421 | 30 | Internal EDP Auditor 1 (see also Unit 14, Group 12) |
| | 66422 | 34 | Internal EDP Auditor 2 (see also Unit 14, Group 12) |
| | 66431 | 31 | Workers' Compensation External Auditor |
| | 66441 | 30 | Unclaimed Funds Auditor 1 (see also Unit 14, Group 12) |
| | 66442 | 31 | Unclaimed Funds Auditor 2 (see also Unit 14, Group 12) |
| | 66443 | 32 | Unclaimed Funds Auditor 3 (see also Unit 14, Group 12) |
| | 66444 | 33 | Unclaimed Funds Auditor 4 (see also Unit 14, Group 12) |
| | 66451 | 30 | Consumer Finance Examiner 1 (see also Unit 14, Group 12) |
| | 66452 | 31 | Consumer Finance Examiner 2 (see also Unit 14, Group 12) |
| | 66453 | 33 | Consumer Finance Examiner 3 (see also Unit 14, Group 12) |
| | 66454 | 34 | Consumer Finance Examiner 4 (see also Unit 14, Group 12) |
| 9. | 64222 | 31 | ODJFS Program Monitor |
| | 64223 | 31 | Employment Services Manpower Representative |
| | 64224 | 31 | Employment Services Coordinator |
| 10. | 16771 | 28 | Disability Insurance Claims Examiner |
| | 16773 | 30 | Disability Insurance Claims Specialist |
| 11. | 12421 | 25 | Reproduction Equipment Operator 1 |
| | 12422 | 27 | Reproduction Equipment Operator 2 |
| | 12431 | 04 | Salvage Machine Operator (see also Unit 9, Group 2, 14) |
| | 52760 | 29 | Printing Coordinator (see also Unit 7, Group 33) |
| 12. | 52431 | 06 | Radio Operator |
| | 52441 | 05 | Radio Dispatcher |
| | 52521 | 28 | Telecommunications Operator 1 |
| | 52522 | 29 | Telecommunications Operator 2 |
| 13. | 16731 | 28 | Provider Relations Representative 1 |
| | 16732 | 30 | Provider Relations Representative 2 |
| | 16851 | 29 | Customer Service Associate (see also Unit 9, Group 1) |
| | 17211 | 27 | Supplemental Income Claims Processor |
| | 17221 | 28 | Health Financial Resource Specialist |
| | 18311 | 25 | Library Assistant 1 |
| | 18312 | 27 | Library Assistant 2 |
| | 18313 | 27 | Library Associate |
| | 31091 | 27 | Permit Technician 1 |

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| | Class No. | Pay Range | Title |
|---|---|---|---|
| | 52411 | 08 | Telecommunications Technician 1 |
| | 52412 | 10 | Telecommunications Technician 2 |
| | 52413 | 11 | Telecommunications Technician Coordinator |
| | 52481 | 09 | Telecommunications Network Operator 1 (see also Unit 14, Group 3b) |
| | 52482 | 11 | Telecommunications Network Operator 2 (see also Unit 14, Group 3b) |
| | 52483 | 12 | Telecommunications Network Operator 3 (see also Unit 14, Group 3b) |
| | 52490 | 30 | Telecommunications Service Request Coordinator (see also Unit 14, Group 3) |
| | 52491 | 34 | Telecommunications Analyst 1 (see also Unit 14, Group 3b) |
| | 52492 | 35 | Telecommunications Analyst 2 (see also Unit 14, Group 3b) |
| | 54431 | 06 | Bookmobile Operator (see also Unit 6, Group 15) |
| | 64341 | 04 | Tour Guide |
| | 64343 | 26 | Tour Coordinator |
| | 64371 | 25 | Travel Counselor 1 (see also Unit 9, Group 1) |
| | 64372 | 26 | Travel Counselor 2 (see also Unit 9, Group 1) |
| | 64431 | 27 | Customer Service Assistant 1 |
| | 64432 | 28 | Customer Service Assistant 2 |
| | 64433 | 29 | Customer Service Assistant 3 |
| | 64481 | 28 | Benefits Customer Service Representative |
| | 64620 | 26 | Personnel Aide (see also Unit 9, Group 1) |
| | 64681 | 27 | Employee Benefits Coordinator 1 |
| | 64682 | 29 | Employee Benefits Coordinator 2 |
| | 66752 | 29 | Safety Responsibility Evaluator 2 |
| | 66761 | 30 | Traffic Safety Specialist (see also Unit 14, Group 21) |
| | 84571 | 26 | Permit Technician 1 |
| | 84572 | 30 | Permit Technician 2 |
| | 67231 | 30 | Insurance Complaint Analyst 1 |
| | 67232 | 31 | Insurance Complaint Analyst 2 |
| | 67233 | 32 | Insurance Complaint Analyst 3 |
| 14. | 12431 | 09 | Salvage Machine Operator (see also Unit 9, Group 2, 11) |

**Classification Groupings - Bargaining Unit 13**

| | Class No. | Pay Range | Title |
|---|---|---|---|
| 1. | 22212 | 27 | Wildlife Area Technician |
| | 22213 | 28 | Wildlife Area Coordinator |
| | 22851 | 30 | Wildlife Management Consultant |

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| | Class No. | Pay Range | Title |
|---|---|---|---|
| 2. | 21181 | 32 | Plant Pathologist |
| | 22271 | 30 | Fisheries Biologist 1 |
| | 22272 | 31 | Fisheries Biologist 2 |
| | 22280 | 28 | Wildlife Research Technician (see also Unit 6, Group 2) |
| | 22281 | 30 | Wildlife Biologist 1 |
| | 22282 | 31 | Wildlife Biologist 2 |
| | 83271 | 28 | Biologist |
| 3. | 2221 | 27 | Fish Management Technician (see also Unit 6, Group 2) |
| | 22222 | 29 | Fish Management Unit Leader |
| | 22232 | 29 | Fish Hatchery Coordinator (see also Unit 6, Group 2) |
| | 22241 | 05 | Net Constructor (see also Unit 6, Group 2) |
| | 22242 | 07 | Net Construction Specialist (see also Unit 6, Group 2) |
| 4. | 22321 | 28 | Forestry Technician |
| | 22322 | 32 | Forester |
| | 22351 | 27 | Nursery Technician |
| | 22540 | 26 | Naturalist Aide |
| | 22541 | 28 | Naturalist |
| | 22861 | 28 | Scenic River Aide |
| | 22862 | 30 | Scenic River Coordinator |
| 5. | 83451 | 28 | Ecological Analyst 1 |
| | 83452 | 30 | Ecological Analyst 2 |
| 6. | 85411 | 34 | Planning Engineer 1 |
| | 85420 | 30 | Design Engineer Intern |
| | 85421 | 31 | Design Engineer 1 |
| | 85422 | 32 | Design Engineer 2 |
| | 85823 | 33 | Design Specialist 3 |
| | 85621 | 33 | Field Engineer |
| | 85640 | 31 | Transportation Engineer Intern (see also Unit 13, Group 15) |
| | 85641 | 32 | Transportation Engineer 1 (see also Unit 13, Group 15) |
| | 85642 | 33 | Transportation Engineer 2 (see also Unit 13, Group 15) |
| 7. | 85560 | 30 | Surveyor Trainee (see also Unit 7, Group 41) |
| | 85561 | 32 | Surveyor |
| 8. | 65731 | 32 | Sanitarian Program Specialist 1 |
| | 65732 | 33 | Sanitarian Program Specialist 2 |
| 9. | 65911 | 33 | Veterinarian Specialist |
| | 86161 | 28 | Veterinarian Pathology Assistant (see also Unit 7, Group 46) |
| 10. | 66361 | 35 | Energy Specialist |
| | 66951 | 33 | Utility Specialist 1 |
| | 66952 | 34 | Utility Specialist 2 |
| | 66953 | 35 | Utility Specialist 3 |
| 11. | 83291 | 29 | Laboratory Scientist 1 |
| | 83292 | 31 | Laboratory Scientist 2 |

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| | Class No. | Pay Range | Title |
|---|---|---|---|
| | 83293 | 32 | Laboratory Scientist 3 |
| 12. | 65921 | 36 | Veterinary Toxicologist |
| | 65931 | 36 | Veterinary Pathologist |
| | 65951 | 31 | Histotechnologist |
| | 66951 | 33 | Utility Specialist 1 |
| | 66952 | 34 | Utility Specialist 2 |
| | 66953 | 35 | Utility Specialist 3 |
| | 86141 | 33 | Criminalist |
| | 86151 | 31 | Liquor Control Chemist |
| 13. | 83811 | 31 | Soils Resource Specialist (see also Unit 7, Group 47) |
| | 83821 | 29 | Geologist 1 |
| | 83822 | 31 | Geologist 2 |
| | 83823 | 32 | Geologist 3 |
| | 83824 | 33 | Geologist 4 |
| 14. | 85110 | 30 | Designer 1 |
| | 85111 | 32 | Designer 2 |
| | 85113 | 34 | Architect |
| | 85211 | 34 | Plans Examiner |
| 15. | 23161 | 31 | Hazardous Materials Investigation Specialist 1 (see also Unit 7, Group 9, 11, 29 ) |
| | 23162 | 33 | Hazardous Materials Investigation Specialist 2 (see also Unit 7, Group 9, 11, 29) |
| | 64921 | 31 | Hazardous Materials Specialist (see also Unit 7, Group 29) |
| | 85640 | 30 | Transportation Engineer Intern (see also Unit 13, Group 6) |
| | 85641 | 31 | Transportation Engineer 1 (see also Unit 13, Group 6) |
| | 85642 | 32 | Transportation Engineer 2 (see also Unit 13, Group 6) |
| | 85712 | 32 | Environmental Engineer 2 |
| | 85721 | 32 | Air Quality Engineer 1 |
| | 85861 | 31 | Environmental Specialist 1 (see also Unit 7, Group 44) |
| | 85862 | 32 | Environmental Specialist 2 (see also Unit 7, Group 44) |
| | 85863 | 33 | Environmental Specialist 3 (see also Unit 7, Group 44) |
| | 85864 | 34 | Environmental Specialist 4 (see also Unit 7, Group 44) |
| 16. | 83831 | 27 | Horticulturist 1 |
| | 83832 | 28 | Horticulturist 2 |
| | 85740 | 31 | Natural Resources Engineer Intern |
| | 85741 | 32 | Natural Resources Engineer 1 |
| | 85742 | 33 | Natural Resources Engineer 2 |
| | 85910 | 28 | Landscape Architect Aide |
| | 85911 | 31 | Landscape Architect 1 |
| | 85912 | 32 | Landscape Architect 2 |
| 17. | 52642 | 31 | Audio/Visual Production Specialist (see also Unit 7, Group 31) |

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| | Class No. | Pay Range | Title |
|---|---|---|---|
| 18. | 82322 | 29 | Photogrammetrist 1 (see also Unit 7, Group 40) |
| | 82323 | 30 | Photogrammetrist 2 (see also Unit 7 Group 40) |
| | 82324 | 31 | Photogrammetrist 3 (see also Unit 7, Group 40) |
| 19. | 63281 | 30 | Facilities Planner (see also Unit 14, Group 21) |
| 20. | 85311 | 28 | Planner 1 |
| | 85312 | 30 | Planner 2 |
| | 85313 | 32 | Planner 3 |
| | 85851 | 31 | Bridge Specialist 1 (see also Unit 7, Group 39, 41, 42; Unit 13, Group 22) |
| | 85852 | 32 | Bridge Specialist 2 (see also Unit 7, Group 39, 41, 42; Unit 13, Group 22) |
| 21. | 83231 | 29 | Entomologist |
| | 83261 | 32 | Public Health Entomologist |
| | ~~84641~~ | ~~30~~ | ~~Health Physicist 1 (see also Unit 7, Group 45)~~ |
| | 84642 | 31 | Health Physicist ~~2~~ (see also Unit 7, Group 45) |
| | 84643 | 33 | **Senior** Health Physicist ~~3~~ (see also Unit 7, Group 45) |
| 22. | 85821 | 30 | Design Specialist 1 (see also Unit 7, Group 39, 41, 42) |
| | 85822 | 31 | Design Specialist 2 (see also Unit 7, Group 39, 41, 42) |
| | 85823 | 33 | Design Specialist 3 (see also Unit 7, Group 39, 41, 42) |
| | 85824 | 34 | Design Specialist 4 (see also Unit 7, Group 39, 41, 42) |
| | 85831 | 31 | Construction Project Specialist 1 (see also Unit 7, Group 39, 41, 42) |
| | 85833 | 32 | Construction Project Specialist 2 (see also Unit 7, Group 39, 41, 42) |
| | 85834 | 33 | Construction Project Specialist 3 (see also Unit 7, Group 39, 41, 42) |
| | 85835 | 34 | Construction Project Specialist 4 (see also Unit 7, Group 39, 41, 42) |
| | 85851 | 31 | Bridge Specialist 1 (see also Unit 7, Group 39, 41, 42; Unit 13, Group 20) |
| | 85852 | 32 | Bridge Specialist 2 (see also Unit 7, Group 39, 41, 42; Unit 13, Group 20) |
| | 85871 | 31 | Transportation Technical Specialist (see also Unit 7, Group 39, 41, 42) |
| | 85873 | 32 | Transportation Technician 1 (see also Unit 7, Group 39, 41, 42) |
| | 85874 | 33 | Transportation Technician 2 (see also Unit 7, Group 39, 41, 42) |
| | 85875 | 34 | Transportation Technician 3 (see also Unit 7, Group 39, 41, 42) |
| 23. | 65761 | 29 | Epidemiology Investigator 1 |
| | 65762 | 32 | Epidemiology Investigator 2 |

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| | Class No. | Pay Range | Title |
|---|---|---|---|
| | 65763 | 33 | Epidemiology Investigator 3 |

**Classification Groupings - Bargaining Unit 14**

The following represents the parties' agreement to alter Groups 1, 2, 3 and 4 in Unit 14. The parties agree that the letter designation in Group 3 represent an individual group, e.g., Group 3(a) is a separate and independent same or similar grouping. ~~Note: The new IT positions in Bargaining Unit 14 will be added to groups at a later date. These new IT positions will be phased in Agency-by-Agency.~~

| | Class No. | Pay Range | Title |
|---|---|---|---|
| 1. | 12380 | 32 | Data Security Specialist |
| | 12381 | 34 | Data Security Analyst 1 |
| | 12382 | 35 | Data Security Analyst 2 |
| | 67121 | 34 | Business Continuity Analyst 1 |
| | 67122 | 35 | Business Continuity Analyst 2 |
| 2. | 22191 | 30 | Wildlife Communications Specialist |
| | 22192 | 31 | Wildlife Communications Coordinator |
| | 63151 | 28 | Publication Specialist 1 |
| | 63152 | 30 | Publication Specialist 2 |
| | 64411 | 27 | Information Writer 1 |
| | 64412 | 29 | Information Writer 2 |
| | 64413 | 31 | Publications Editor |
| | 64420 | 30 | Public Information Specialist |
| | 64461 | 31 | Environmental Public Information Officer |
| 3. (a) | 12391 | 28 | Data Systems Coordinator 1 |
| | 12392 | 29 | Data Systems Coordinator 2 |
| | 31421 | 29 | Data Systems Coordinator 1 |
| | 31422 | 30 | Data Systems Coordinator 2 |
| | 67411 | 33 | Forensic Computer Specialist 1 |
| | 67412 | 34 | Forensic Computer Specialist 2 |
| | 64111 | 30 | Programmer/Analyst 1 |
| | 64112 | 32 | Programmer/Analyst 2 |
| | 64113 | 33 | Programmer/Analyst 3 |
| | 64114 | 34 | Programmer/Analyst 4 |
| | 64115 | 35 | Programmer/Analyst 5 |
| | 64121 | 34 | Systems Analyst 1 |

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| | Class No. | Pay Range | Title |
|---|---|---|---|
| | 64122 | 35 | Systems Analyst 2 |
| | 64123 | 36 | Systems Analyst 3 |
| | 64141 | 32 | Programmer Specialist 1 (see also Unit 14, Group 3c, Network Administrator 1 only) |
| | 64142 | 33 | Programmer Specialist 2 (see also Unit 14, Group 3c, Network Administrator 1 or 2 only) |
| | 64151 | 32 | Data Base Analyst 1 |
| | 64152 | 33 | Data Base Analyst 2 |
| | 64153 | 34 | Data Base Analyst 3 |
| | 64154 | 35 | Data Base Analyst 4 |
| | 64155 | 36 | Data Base Analyst 5 |
| | 64161 | 35 | Information Technology Consultant 1 |
| | 64162 | 36 | Information Technology Consultant 2 |
| | 64181 | 31 | Minicomputer Operations Technician (see also Unit 14, Group 3c) |
| | 64182 | 33 | Minicomputer Operations Programmer (see also Unit 14, Group 3c) |
| | 64191 | 33 | Systems Programmer 1 |
| | 64192 | 34 | Systems Programmer 2 |
| | 64193 | 35 | Systems Programmer 3 |
| | 64194 | 36 | Systems Programmer 4 |
| | 67131 | 32 | Network Administrator 1 (see also Unit 14, Group 3c) |
| | 67132 | 33 | Network Administrator 2 (see also Unit 14, Group 3c) |
| | 67133 | 34 | Network Administrator 3 (see also Unit 14, Group 3c) |
| 3.(b) | 52481 | 09 | Telecommunications Network Operator 1 (see also Unit 9, Group 13) |
| | 52482 | 11 | Telecommunications Network Operator 2 (see also Unit 9, Group 13) |
| | 52483 | 12 | Telecommunications Network Operator 3 (see also Unit 9, Group 13) |
| | 52490 | 30 | Telecommunications Service Request Coordinator (see also Unit 9, Group 13) |
| | 52491 | 34 | Telecommunications Analyst 1 (see also Unit 9, Group 13) |
| | 52492 | 35 | Telecommunications Analyst 2 (see also Unit 9, Group 13) |
| | 66511 | 31 | Telecommunications Billing Analyst |
| | 67111 | 33 | Telecommunications Systems Analyst 1 |
| | 67112 | 34 | Telecommunications Systems Analyst 2 |
| | 67113 | 35 | Telecommunications Systems Analyst 3 |
| | 67141 | 31 | IT Quality Control Analyst 1 |
| | 67142 | 33 | IT Quality Control Analyst 2 |
| | 85671 | 29 | GIMS Technician 1 |
| | 85672 | 30 | GIMS Technician 2 |

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| | Class No. | Pay Range | Title |
|---|---|---|---|
| | 85771 | 30 | GIMS Specialist 1 |
| | 85772 | 32 | GIMS Specialist 2 |
| 3. (c) | 64181 | 31 | Minicomputer Operations Technician |
| | 64182 | 33 | Minicomputer Systems Programmer |
| | 67131 | 32 | Network Administrator 1 |
| | 67132 | 33 | Network Administrator 2 |
| | 67133 | 34 | Network Administrator 3 |
| | 67191 | 32 | Network Services Technician 1 |
| | 67192 | 33 | Network Services Technician 2 |
| | 67193 | 34 | Network Services Technician 3 |
| | 67194 | 35 | Network Services Technician 4 |
| | 67195 | 36 | Network Services Technician 5 |
| 3.(d) | 46131 | 26 | Lottery Game Security Specialist (see also Unit 3, Group 4) |
| 4. | 64171 | 34 | Computer Acquisition Analyst 1 |
| | 64172 | 35 | Computer Acquisition Analyst 2 |
| | 64173 | 36 | Computer Acquisition Analyst 3 |
| | 64521 | 28 | Purchasing Specialist |
| | 64522 | 28 | Purchasing Agent |
| | 64523 | 30 | Purchasing Coordinator |
| | 64530 | 27 | State Purchasing Assistant |
| | 64531 | 28 | State Purchasing Specialist |
| | 64532 | 31 | State Purchasing Procurement Coordinator |
| | 64533 | 32 | State Purchasing Procurement Support Analyst |
| | 64534 | 32 | State Purchasing Standards Analyst |
| | 64541 | 33 | State Procurement Analyst (see also Unit 14, Group 10) |
| | 64552 | 28 | Inventory Control Specialist 2 |
| | 64571 | 30 | Business Enterprise Specialist |
| | 64574 | 31 | Business Enterprise Program Coordinator |
| 5. | 53221 | 32 | Regional Equipment Training Specialist |
| | 64651 | 28 | Trainer |
| | 64652 | 31 | Training Officer |
| 6. | 84511 | 27 | Appraiser 1 |
| | 84512 | 29 | Appraiser 2 |
| | 84513 | 30 | Appraiser 3 |
| | 84514 | 31 | Appraisal Specialist |
| | 84521 | 28 | Realty Specialist 1 (see also Unit 14, Group 7) |
| | 84522 | 30 | Realty Specialist 2 (see also Unit 14, Group 7) |
| | 84523 | 31 | Realty Specialist 3 (see also Unit 14, Group 7) |
| | 84541 | 28 | Real Property Tax Appraiser 1 (see also Unit 14, Group 7) |
| | 84542 | 30 | Real Property Tax Appraiser 2 (see also Unit 14, Group 7) |
| | 84543 | 32 | Real Property Tax Appraiser 3 (see also Unit 14, Group 7) |
| 7. | 66551 | 30 | Contract Evaluator/Negotiator (see also Unit 14, Group 21) |

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| | Class No. | Pay Range | Title |
|---|---|---|---|
| | 84521 | 28 | Realty Specialist 1 (see also Unit 14, Group 6) |
| | 84522 | 30 | Realty Specialist 2 (see also Unit 14, Group 6) |
| | 84523 | 31 | Realty Specialist 3 (see also Unit 14, Group 6) |
| | 84531 | 28 | Property Management Specialist |
| | 84541 | 28 | Real Property Tax Appraiser 1 (see also Unit 14, Group 6) |
| | 84542 | 30 | Real Property Tax Appraiser 2 (see also Unit 14, Group 6) |
| | 84543 | 32 | Real Property Tax Appraiser 3 (see also Unit 14, Group 6) |
| | 84551 | 27 | Title Agent |
| | 84561 | 27 | Property Agent |
| | 84563 | 29 | Property Agent Coordinator |
| | 84581 | 29 | Utilities Relocation Technician 1 |
| | 84582 | 30 | Utilities Relocation Technician 2 |
| | 84583 | 31 | Utilities Relocation Technician 3 |
| | 84591 | 30 | Real Estate Disposition Coordinator |
| | 84592 | 31 | Real Estate Specialist |
| 8. | 84711 | 27 | Road Inventory Specialist 1 |
| | 84712 | 28 | Road Inventory Specialist 2 |
| 9. | 63711 | 33 | Parole Board Hearing Officer |
| | 63810 | 27 | Paralegal/Legal Assistant 1 |
| | 63811 | 29 | Paralegal/Legal Assistant 2 |
| | 63831 | 31 | Hearing Officer |
| | 63840 | 28 | Legal Intern |
| | 63841 | 30 | Law Clerk |
| | 63842 | 31 | Attorney 1 |
| | 63843 | 32 | Attorney 2 |
| | 63844 | 33 | Attorney 3 |
| | 63881 | 34 | Utilities Attorney Examiner 1 |
| | 63882 | 35 | Utilities Attorney Examiner 2 |
| | 63891 | 34 | Utility Attorney |
| | 63921 | 34 | Industrial Commission District Hearing Officer 1 |
| | 63922 | 35 | Industrial Commission District Hearing Officer 2 |
| | 63923 | 36 | Industrial Commission Staff Hearing Officer 1 |
| | ~~63950~~ | ~~32~~ | ~~UC Administrative Lay Hearing Officer~~ |
| | 63951 | 34 | UC Administrative Hearing Officer Trainee |
| | 63961 | 34 | Attorney Examiner 1 |
| | 63962 | 35 | Attorney Examiner 2 |
| | 63963 | 36 | Attorney Examiner 3 |
| | 63971 | 32 | ODJFS Hearing Officer 1 |
| | 63972 | 33 | ODJFS Hearing Officer 2 |
| | 63981 | 34 | BWC Attorney 1 |
| | 63982 | 35 | BWC Attorney 2 |
| 10. | 31863 | 32 | Researcher 3 |

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| | Class No. | Pay Range | Title |
|---|---|---|---|
| | 63111 | 29 | Forms Analyst 1 |
| | 63112 | 30 | Forms Analyst 2 |
| | 63211 | 30 | Management Analyst |
| | 64381 | 32 | International Commercial Officer |
| | 64391 | 32 | Marketing Development Analyst |
| | 64491 | 30 | Domestic Commercial Officer |
| | 64541 | 33 | State Procurement Analyst (see also Unit 14, Group 4) |
| | 64591 | 32 | WIC Vendor Specialist |
| | 65250 | 30 | Benefits Management Representative (see also Unit 14, Group 13) |
| | 65261 | 32 | Social Sciences Research Analyst |
| | 65262 | 33 | Social Sciences Research Specialist |
| | 66321 | 31 | Economist |
| | 66331 | 28 | Labor Market Analyst 1 |
| | 66332 | 30 | Labor Market Analyst 2 |
| | 66333 | 31 | Labor Market Analyst 3 |
| | 66340 | 27 | Market Reporter |
| | 66350 | 32 | Assistant Foreign Office Manager |
| | 66371 | 32 | Environmental Economist |
| | 66381 | 32 | Community Development Analyst |
| | 66911 | 29 | Statistician 1 |
| | 66912 | 30 | Statistician 2 |
| | 66921 | 28 | Researcher 1 |
| | 66922 | 30 | Researcher 2 |
| | 66923 | 32 | Researcher 3 |
| | 66971 | 29 | Energy Analyst 1 |
| | 66972 | 32 | Energy Analyst 2 |
| | 66973 | 33 | Energy Program Developer |
| | 66981 | 32 | Demographer |
| | 69471 | 32 | ODJFS Case Management Analyst |
| 11. | ~~31772~~ | ~~31~~ | ~~EEO Contract Compliance Officer 2~~ |
| | 63481 | 33 | Civil Rights Alternative Dispute Resolution Mediator |
| | 69111 | 29 | Civil Rights Investigator 1 |
| | 69112 | 31 | Civil Rights Investigator 2 |
| | ~~69121~~ | ~~29~~ | ~~Civil Rights Specialist~~ |
| | ~~69123~~ | ~~30~~ | ~~Civil Rights Compliance Coordinator~~ |
| | 69131 | 27 | EEO Technician |
| | 69132 | 30 | EEO Officer |
| | 69150 | 28 | Minority Business Officer |
| | 69151 | 28 | Minority Business Coordinator |
| | 69160 | 28 | EEO Contract Technician |
| | 69161 | 30 | EEO Contract Officer |

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| | Class No. | Pay Range | Title |
|---|---|---|---|
| | 69162 | 31 | EEO Contract Coordinator |
| | 69163 | 32 | EEO Contract Specialist |
| | 69171 | 29 | EEO Enforcement Officer |
| | 69191 | 30 | Minority Procurement Analyst 1 |
| | 69192 | 32 | Minority Procurement Analyst 2 |
| | 69193 | 32 | Minority Procurement Coordinator |
| 12. | 16521 | 30 | State Payroll Specialist 1 (see also Unit 9, Group 1) |
| | 16522 | 31 | State Payroll Specialist 2 (see also Unit 9, Group 1) |
| | 30972 | 28 | Accountant 2 (see also Unit 9, Group 8) |
| | 31475 | 34 | Financial Institution Examiner Specialist |
| | 63161 | 28 | Grants Coordinator 1 |
| | 63162 | 30 | Grants Coordinator 2 |
| | 63251 | 32 | Budget Analyst 1 |
| | 63252 | 33 | Budget Analyst 2 |
| | 63311 | 28 | Business Service Officer |
| | 63361 | 29 | Deputy Registrar Field Representative |
| | 64711 | 30 | Criminal Justice Planning Specialist |
| | 64712 | 31 | Criminal Justice Planner |
| | 64721 | 32 | Criminal Justice Field Representative |
| | 64722 | 33 | Criminal Justice Policy Specialist |
| | 64731 | 32 | Jail Inspector |
| | 66111 | 26 | Accountant/Examiner 1 (see also Unit 9, Group 8) |
| | 66112 | 28 | Accountant/Examiner 2 (see also Unit 9, Group 8) |
| | 66113 | 30 | Accountant/Examiner 3 (see also Unit 9, Group 8) |
| | 66114 | 31 | Accountant/Examiner 4 (see also Unit 9, Group 8) |
| | 66131 | 31 | Unemployment Compensation Compliance Auditor 1 (see also Unit 9, Group 8) |
| | 66140 | 29 | Financial Institution Examiner Trainee |
| | 66141 | 30 | Financial Institution Examiner 1 |
| | 66142 | 31 | Financial Institution Examiner 2 |
| | 66143 | 33 | Financial Institution Examiner 3 |
| | 66144 | 34 | Financial Institution Examiner 4 |
| | 66145 | 35 | Financial Institution Examiner 5 |
| | 66161 | 28 | Utility Auditor 1 |
| | 66162 | 30 | Utility Auditor 2 |
| | 66163 | 32 | Utility Auditor Coordinator |
| | 66231 | 31 | State Accounting Specialist |
| | 66241 | 28 | Bond Accountant 1 |
| | 66242 | 30 | Bond Accountant 2 |
| | 66243 | 31 | Bond Accountant 3 |
| | 66244 | 32 | Bond Accountant Coordinator |
| | 66411 | 31 | Internal Auditor 1 |

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| | Class No. | Pay Range | Title |
|---|---|---|---|
| | 66412 | 32 | Internal Auditor 2 |
| | 66413 | 33 | Internal Auditor 3 |
| | 66421 | 30 | Internal EDP Auditor 1 (see also Unit 9, Group 8) |
| | 66422 | 34 | Internal EDP Auditor 2 (see also Unit 9, Group 8) |
| | 66432 | 31 | Employee Services Specialist |
| | 66441 | 30 | Unclaimed Funds Auditor 1 (see also Unit 9, Group 8) |
| | 66442 | 31 | Unclaimed Funds Auditor 2 (see also Unit 9, Group 8) |
| | 66443 | 32 | Unclaimed Funds Auditor 3 (see also Unit 9, Group 8) |
| | 66444 | 33 | Unclaimed Funds Auditor 4 (see also Unit 9, Group 8) |
| | 66451 | 30 | Consumer Finance Examiner 1 (see also Unit 9, Group 8) |
| | 66452 | 31 | Consumer Finance Examiner 2 (see also Unit 9, Group 8) |
| | 66453 | 33 | Consumer Finance Examiner 3 (see also Unit 9, Group 8) |
| | 66454 | 34 | Consumer Finance Examiner 4 (see also Unit 9, Group 8) |
| | 66461 | 31 | External Auditor 1 (see also Unit 14, Group 13) |
| | 66462 | 32 | External Auditor 2 (see also Unit 14, Group 13) |
| | 66463 | 33 | External Auditor 3 (see also Unit 14, Group 13) |
| | 66481 | 32 | Internal Auditor |
| | 66482 | 33 | Senior Internal Auditor |
| | 66531 | 30 | Fiscal Specialist 1 |
| | 66532 | 32 | Fiscal Specialist 2 |
| | 66581 | 29 | Securities Examiner 1 |
| | 66582 | 30 | Securities Examiner 2 |
| | 66591 | 31 | Securities Specialist 1 |
| | 66592 | 32 | Securities Specialist 2 |
| | 66593 | 33 | Securities Specialist 3 |
| | 66594 | 34 | Securities Specialist 4 |
| | 66611 | 31 | Securities Analyst 1 |
| | 66612 | 32 | Securities Analyst 2 |
| | 66613 | 33 | Securities Analyst 3 |
| | 66614 | 34 | Securities Analyst 4 |
| | 66941 | 28 | Utility Rate Analyst 1 |
| | 66942 | 30 | Utility Rate Analyst 2 |
| | 66943 | 32 | Utility Rate Analyst Coordinator |
| | 67321 | 30 | Housing Grant Analyst 1 |
| | 67322 | 32 | Housing Grant Analyst 2 |
| | 67323 | 33 | Housing Grant Analyst 3 |
| | 67331 | 31 | Housing Development Analyst |
| | 67332 | 33 | Housing Development Planner |
| | 67341 | 32 | Housing Default Analyst |
| | 67351 | 28 | Housing Examiner ~~1~~ **Trainee** |
| | 67352 | 3~~0~~**1** | Housing Examiner ~~2~~ |
| | ~~67353~~ | ~~31~~ | ~~Housing Examiner 3~~ |

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| | Class No. | Pay Range | Title |
|---|---|---|---|
| | ~~67354~~ | ~~32~~ | ~~Housing Examiner 4~~ |
| | 83851 | 32 | Coal Program Financial Analyst |
| | 85881 | 32 | Environmental Grant Analyst |
| 13. | 30242 | 30 | Administrative Assistant 2 (Non-Exempt) |
| | 30243 | 32 | Administrative Assistant 3 (Non-Exempt) |
| | 31181 | 28 | Administrative Assistant 1 |
| | 31382 | 31 | Budget Officer 2 |
| | 63121 | 28 | Administrative Assistant 1 |
| | 63510 | 29 | Assistant Liaison Officer |
| | 63511 | 33 | Liaison Officer 1 |
| | 63821 | 27 | Hearing Assistant (see also Unit 9, Group 1) |
| | 65221 | 30 | MH Administrator 1 |
| | 65250 | 30 | Benefits Management Representative (see also Unit 14, Group 10) |
| | 66191 | 31 | Provider Reimbursement Analyst 1 |
| | 66192 | 32 | Provider Reimbursement Analyst 2 |
| | 66461 | 31 | External Auditor 1 (see also Unit 14, Group 12) |
| | 66462 | 32 | External Auditor 2 (see also Unit14, Group 12) |
| | 66463 | 33 | External Auditor 3 (see also Unit 14, Group 12) |
| 14. | 24951 | 32 | Aviator 1 |
| | 24952 | 33 | Aviator 2 |
| 15. | 66811 | 28 | Tax Commissioner Agent 1 |
| | 66812 | 29 | Tax Commissioner Agent 2 |
| | 66813 | 30 | Tax Commissioner Agent 3 |
| | 66814 | 31 | Tax Commissioner Agent 4 |
| | 66815 | 32 | Tax Commissioner Agent 5 |
| | 66851 | 30 | Tax Auditor Agent 1 |
| | 66852 | 31 | Tax Auditor Agent 2 |
| | 66853 | 32 | Tax Auditor Agent 3 |
| | 66854 | 33 | Tax Auditor Agent 4 |
| | 66855 | 34 | Tax Auditor Agent 5 |
| 16. | 12441 | 27 | State Records Technician 1 (see also Unit 9, Group 1) |
| | 12442 | 28 | State Records Technician 2 (see also Unit 9, Group 1) |
| | 63231 | 28 | Correctional Records Management Officer |
| | 63271 | 27 | Records Management Officer |
| | 63291 | 30 | State Records Management Analyst |
| | 64331 | 29 | Cancer Registrar |
| | 64361 | 27 | Health Information Technician 1 |
| | 64362 | 29 | Health Information Technician 2 |
| 17. | 64811 | 28 | Fine Arts Specialist 1 |
| | 64812 | 30 | Fine Arts Specialist 2 |
| | 64813 | 32 | Fine Arts Specialist 3 |

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| | Class No. | Pay Range | Title |
|---|---|---|---|
| 18. | 24321 | 30 | Motor Vehicle Investigator (see also Unit 7, Group 18) |
| | 26541 | 28 | Fire Safety Educator 1 (see also Unit 7, Group 29) |
| | 26542 | ~~29~~ **30** | Fire Safety Educator 2 (see also Unit 7, Group 29) |
| | 26561 | 30 | Fire Training Officer 1 (see also Unit 7, Group 29) |
| | 26562 | 31 | Fire Training Officer 2 (see also Unit 7, Group 29) |
| | 31421 | 29 | Data Systems Coordinator 1 |
| | 64911 | 29 | Disaster Services Consultant 1 |
| | 64912 | 32 | Disaster Services Consultant 2 |
| 19. | 64671 | 28 | Personnel Testing Specialist 1 |
| | 64672 | 30 | Personnel Testing Specialist 2 |
| | 64673 | 32 | Personnel Testing Specialist 3 |
| | 64691 | 34 | Technology-Based Training Developer |
| 20. | 66720 | 30 | Insurance Examiner Trainee |
| | 66721 | 32 | Insurance Examiner |
| | 66722 | 33 | Insurance Examiner Analyst |
| | 66731 | 31 | Insurance Actuarial Analyst 1 |
| | 66732 | 33 | Insurance Actuarial Analyst 2 |
| | 66733 | 35 | Insurance Actuarial Analyst 3 |
| | 66734 | 36 | Insurance Actuarial Analyst 4 |
| | 66741 | 31 | Insurance Contract Analyst 1 |
| | 66742 | 32 | Insurance Contract Analyst 2 |
| | 66743 | 33 | Insurance Contract Analyst 3 |
| | 66744 | 34 | Insurance Contract Analyst 4 |
| | 66745 | 35 | Insurance Contract Analyst 5 |
| | 66791 | 31 | Workers' Compensation Underwriter |
| | 67211 | 30 | Insurance Compliance Examiner 1 |
| | 67212 | 32 | Insurance Compliance Examiner 2 |
| | 67213 | 33 | Insurance Compliance Examiner 3 |
| | 67221 | 33 | Insurance Examination Data Specialist |
| 21. | 63280 | 28 | Space Planner |
| | 63281 | 30 | Facilities Planner (see also Unit 13, Group 19) |
| | 66551 | 30 | Contract Evaluator/Negotiator (see also Unit 14, Group 7) |
| | 66761 | 30 | Traffic Safety Specialist (see also Unit 9, Group 13) |
| 22. | 16760 | 28 | Disability Claims Development Analyst |
| | 16761 | 28 | Disability Claims Adjudicator 1 |
| | 16762 | 30 | Disability Claims Adjudicator 2 |
| | 16763 | 31 | Disability Claims Adjudicator 3 |
| | 16764 | 32 | Disability Claims Specialist |
| 23. | 64581 | 30 | Lottery Ticket Sales Representative 1 |
| | 64582 | 31 | Lottery Ticket Sales Representative 2 |
| | 64561 | 29 | Penal Industry Sales Representative |
| 24. | 69601 | E1 | Educational Employee Consultant 1 |

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| | Class No. | Pay Range | Title |
|---|---|---|---|
| | 69602 | E2 | Educational Employee Consultant 2 |
| | 69603 | E3 | Educational Employee Consultant 3 |
| 25. | 69921 | 30 | Information Technologist 1 |
| | 69922 | 32 | Information Technologist 2 |
| | 69923 | 33 | Information Technologist 3 (see ~~Article 18.08 I., B., 2~~ **Appendix S, Section 2**) |
| 26. | 69931 | 33 | Infrastructure Specialist 1 |
| | 69932 | 34 | Infrastructure Specialist 2 |
| | 69933 | 35 | Infrastructure Specialist 3 |
| | 69934 | 36 | Infrastructure Specialist 4 |
| 27. | 69941 | 33 | Software Development Specialist 1 |
| | 69942 | 34 | Software Development Specialist 2 |
| | 69943 | 35 | Software Development Specialist 3 |
| | 69944 | 36 | Software Development Specialist 4 |
| 28. | 69951 | 33 | Database Administration Specialist 1 |
| | 69952 | 35 | Database Administration Specialist 2 |
| | 69953 | 36 | Database Administration Specialist 3 |
| 29. | 69961 | 33 | Business Process Analyst 1 |
| | 69962 | 35 | Business Process Analyst 2 |
| | 69963 | 36 | Business Process Analyst 3 |
| 30. | 69971 | 36 | IT Architect/Consultant 1 (see ~~Article 18.08 I., B., 1~~ **Appendix S, Section 2**) |

## APPENDIX J - GEOGRAPHIC JURISDICTIONS

This appendix reflects the current districts/regions or other geographic jurisdictions in effect at the time of the effective date of this Agreement. If circumstances change, the Employer shall notify the Union prior to the implementation of any changes. The Union will have an opportunity to consult with the Employer. The changes shall not be arbitrary or capricious or be for the sole purpose of circumventing any provision of the Agreement.

**ADJUTANT GENERAL**

Statewide

**DEPARTMENT OF ADMINISTRATIVE SERVICES**

Two (2) Districts

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**District #1** - Cuyahoga County

**District #2** - Franklin County

**DEPARTMENT OF AGING**

Statewide

**DEPARTMENT OF AGRICULTURE**

Statewide

**ALCOHOL AND DRUG ADDICTION SERVICES**

Statewide

**OFFICE OF BUDGET AND MANAGEMENT**

Statewide

**CIVIL RIGHTS COMMISSION**

Six (6) Districts

**District #1**

| | | | |
|---|---|---|---|
| Williams | Defiance | Paulding | Fulton |
| Henry | Putnam | Ottawa | Sandusky |
| Seneca | Wyandot | Crawford | Lucas |
| Wood | Hancock | | |

**District #2**

| | | | |
|---|---|---|---|
| Darke | Preble | Shelby | Miami |
| Montgomery | Logan | Champaign | Clark |
| Green | Mercer | Allen | Van Wert |
| Auglaize | Hardin | | |

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**District #3**

| | | | |
|---|---|---|---|
| Butler | Hamilton | Warren | Clermont |
| Clinton | Pike | Vinton | Fayette |
| Highland | Brown | Adams | Scioto |
| Lawrence | Jackson | Gallia | Meigs |

**District #4**

| | | | |
|---|---|---|---|
| Lorain | Cuyahoga | Lake | Geauga |
| Ashtabula | Ashland | Richland | Medina |
| Erie | Huron | | |

**District #5**

| | | | |
|---|---|---|---|
| Wayne | Summit | Stark | Trumbull |
| Mahoning | Columbiana | Portage | Coshocton |
| Knox | Holmes | Carroll | Harrison |
| Jefferson | Tuscarawas | | |

**District #6**

| | | | |
|---|---|---|---|
| Union | Madison | Guernsey | Delaware |
| Franklin | Pickaway | Monroe | Ross |
| Noble | Licking | Fairfield | Hocking |
| Perry | Athens | Washington | Muskingum |
| Belmont | Morgan | Marion | Morrow |

**DEPARTMENT OF COMMERCE**

Statewide

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**OFFICE OF CONSUMER'S COUNSEL**

Statewide

**DEPARTMENT OF DEVELOPMENT**

Statewide

**DEPARTMENT OF EDUCATION**

Statewide

**OHIO ENVIRONMENTAL PROTECTION AGENCY**

Five (5) Districts

**Northwest District**

| | | | |
|---|---|---|---|
| Williams | Defiance | Paulding | Van Wert |
| Mercer | Fulton | Henry | Putnam |
| Allen | Hardin | Ottawa | Sandusky |
| Seneca | Wyandot | Marion | Crawford |
| Erie | Auglaize | Lucas | Ashland |
| Wood | Hancock | Huron | Richland |

**Northeast District**

| | | | |
|---|---|---|---|
| Ashtabula | Carroll | Columbiana | Cuyahoga |
| Geauga | Holmes | Lake | Lorain |
| Mahoning | Medina | Portage | Stark |
| Summit | Trumbull | Wayne | |

**Central District**

| | | | |
|---|---|---|---|
| Union | Madison | Fayette | Morrow |

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| | | | |
|---|---|---|---|
| Delaware | Franklin | Pickaway | Knox |
| Licking | Fairfield | | |

**Southwest District**

| | | | |
|---|---|---|---|
| Darke | Preble | Shelby | Miami |
| Montgomery | Logan | Champaign | Clark |
| Greene | Highland | Brown | Butler |
| Clinton | Hamilton | Warren | Clermont |

**Southeast District**

| | | | |
|---|---|---|---|
| Ross | Pike | Scioto | Noble |
| Hocking | Harrison | Vinton | Jackson |
| Lawrence | Jefferson | Perry | Athens |
| Meigs | Washington | Coshocton | Adams |
| Muskingum | Belmont | Morgan | Gallia |
| Tuscarawas | Guernsey | Monroe | |

**OHIO EXPOSITIONS COMMISSION**

Statewide

**DEPARTMENT OF HEALTH**

Five (5) Districts

**District #1**

| | | | |
|---|---|---|---|
| Champaign | Clark | Union | Madison |
| Fayette | Marion | Delaware | Franklin |
| Pickaway | Knox | Licking | Fairfield |

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Morrow

**District #2**

| | | | |
|---|---|---|---|
| Lorain | Ashland | Cuyahoga | Medina |
| Wayne | Summit | Lake | Geauga |
| Portage | Stark | Ashtabula | Trumbull |
| Mahoning | Columbiana | | |

**District #3**

| | | | |
|---|---|---|---|
| Williams | Defiance | Paulding | Van Wert |
| Mercer | Fulton | Henry | Putnam |
| Allen | Auglaize | Shelby | Lucas |
| Wood | Hancock | Hardin | Logan |
| Ottawa | Sandusky | Seneca | Wyandot |
| Crawford | Erie | Huron | Richland |

**District #4**

| | | | |
|---|---|---|---|
| Ross | Pike | Scioto | Hocking |
| Vinton | Jackson | Lawrence | Gallia |
| Meigs | Athens | Perry | Morgan |
| Muskingum | Coshocton | Holmes | Noble |
| Tuscarawas | Guernsey | Washington | Carroll |
| Harrison | Belmont | Jefferson | Monroe |

**District #5**

| | | | |
|---|---|---|---|
| Drake | Miami | Preble | Greene |

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| | | | |
|---|---|---|---|
| Montgomery | Butler | Warren | Clinton |
| Hamilton | Clermont | Brown | Highland |
| Adams | | | |

**OHIO HOUSING FINANCE AGENCY**

Statewide

**INDUSTRIAL COMMISSION OF OHIO**

~~Two (2) Districts~~

~~**District #1**~~

| | | | |
|---|---|---|---|
| ~~Drake~~ | ~~Preble~~ | ~~Butler~~ | ~~Hamilton~~ |
| ~~Miami~~ | ~~Montgomery~~ | ~~Warren~~ | ~~Clermont~~ |
| ~~Champaign~~ | ~~Clark~~ | ~~Greene~~ | ~~Clinton~~ |
| ~~Brown~~ | ~~Madison~~ | ~~Fayette~~ | ~~Highland~~ |
| ~~Adams~~ | ~~Franklin~~ | ~~Pickaway~~ | ~~Ross~~ |
| ~~Pike~~ | ~~Scioto~~ | ~~Licking~~ | ~~Fairfield~~ |
| ~~Hocking~~ | ~~Vinton~~ | ~~Jackson~~ | ~~Lawrence~~ |
| ~~Coshocton~~ | ~~Muskingum~~ | ~~Perry~~ | ~~Morgan~~ |
| ~~Athens~~ | ~~Meigs~~ | ~~Gallia~~ | ~~Guernsey~~ |
| ~~Noble~~ | ~~Washington~~ | ~~Harrison~~ | ~~Jefferson~~ |
| ~~Belmont~~ | ~~Monroe~~ | ~~Shelby~~ | ~~Union~~ |
| ~~Logan~~ | ~~Delaware~~ | | |

~~**District #2**~~

| | | | |
|---|---|---|---|
| ~~Williams~~ | ~~Defiance~~ | ~~Paulding~~ | ~~Van Wert~~ |

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| | | | |
|---|---|---|---|
| ~~Mercer~~ | ~~Fulton~~ | ~~Henry~~ | ~~Putnam~~ |
| ~~Allen~~ | ~~Auglaize~~ | ~~Lucas~~ | ~~Wood~~ |
| ~~Hancock~~ | ~~Hardin~~ | ~~Ottawa~~ | ~~Sandusky~~ |
| ~~Seneca~~ | ~~Wyandot~~ | ~~Marion~~ | ~~Crawford~~ |
| ~~Erie~~ | ~~Huron~~ | ~~Richland~~ | ~~Lorain~~ |
| ~~Ashland~~ | ~~Cuyahoga~~ | ~~Medina~~ | ~~Geauga~~ |
| ~~Portage~~ | ~~Stark~~ | ~~Ashtabula~~ | ~~Trumbull~~ |
| ~~Mahoning~~ | ~~Columbiana~~ | ~~Summit~~ | ~~Knox~~ |
| ~~Tuscarawas~~ | ~~Carroll~~ | ~~Lake~~ | ~~Wayne~~ |
| ~~Holmes~~ | ~~Morrow~~ | | |

**Statewide**

**DEPARTMENT OF INSURANCE**

Statewide

**DEPARTMENT OF JOB AND FAMILY SERVICES**

Six (6) Districts

**District #1**

| | | | |
|---|---|---|---|
| Allen | Auglaize | Defiance | Erie |
| Fulton | Hancock | Hardin | Henry |
| Lucas | Mercer | Ottawa | Paulding |
| Putnam | Sandusky | Van Wert | Williams |
| Wood | | | |

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**District #2**

| | | | |
|---|---|---|---|
| Butler | Champaign | Clark | Clermont |
| Clinton | Darke | Green | Hamilton |
| Miami | Montgomery | Preble | Shelby |
| Warren | | | |

**District #3**

| | | | |
|---|---|---|---|
| Adams | Brown | Delaware | Fairfield |
| Fayette | Franklin | Gallia | Highland |
| Jackson | Lawrence | Licking | Logan |
| Madison | Pickaway | Pike | Ross |
| Scioto | Union | Vinton | |

**District #4**

| | | | |
|---|---|---|---|
| Ashland | Crawford | Cuyahoga | Geauga |
| Huron | Knox | Lake | Lorain |
| Marion | Morrow | Richland | Seneca |
| Wyandot | | | |

**District #5**

| | | | |
|---|---|---|---|
| Ashtabula | Mahoning | Medina | Portage |
| Stark | Summit | Trumbull | Wayne |

**District #6**

| | | | |
|---|---|---|---|
| Athens | Belmont | Carroll | Columbiana |
| Coshocton | Guernsey | Harrison | Hocking |

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| | | | |
|---|---|---|---|
| Holmes | Jefferson | Meigs | Monroe |
| Morgan | Muskingum | Noble | Perry |
| Tuscarawas | Washington | | |

**STATE LIBRARY**

Statewide

**OHIO LOTTERY COMMISSION**

Nine (9) Districts

(By District Offices)

**District #1** - Cuyahoga

**District #2** - Lucas

**District #3** - Montgomery

**District #4** - Hamilton

**District #5** - Franklin

**District #6** - Athens

**District #7** - Stark

**District #8** - Mahoning

**District #9** - Lorain

**DEPARTMENT OF MENTAL HEALTH**

(Employees in Units 4 and 14 within child care programs* may displace employees or promote into positions within their jurisdictions. However, employees in Units 4 and 14 may not displace employees, be recalled or reemployed or promoted into positions in child care programs* unless within the last five (5) years they have either completed relevant training

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and/or course work pertaining to emotionally disturbed children and adolescent topics and/or significant experience working directly with emotionally disturbed children and adolescents as defined by the applicable regulatory Agencies.)

~~Four (4)~~ **Three (3)** Districts

**District #1**

Central Office, Office of Support Services (OSS)

**District #2**

Appalachian Behavioral Healthcare**,**~~: Athens Campus, Heartland Behavioral Healthcare~~ **Twin Valley Behavioral Healthcare, Summit Behavioral Healthcare**

**District #3**

~~Summit Behavioral Healthcare, Twin Valley Behavioral Healthcare: Columbus Campus~~

**Northcoast Behavioral Healthcare, Heartland Behavioral Healthcare, Northwest Ohio Psychiatric Hospital**

~~**District #4**~~

~~Northcoast Behavioral Healthcare: Cleveland, Northfield, and Toledo Campus~~

**OHIO DEPARTMENT OF ~~MENTAL RETARDATION AND~~ DEVELOPMENTAL DISABILITIES**

Six (6) Districts

**District #1**

Northwest Developmental Center

Tiffin Developmental Center

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**District #2**

Warrensville Developmental Center

Youngstown Developmental Center

**District #3**

Columbus Developmental Center

Mount Vernon Developmental Center

**District #4**

Cambridge Developmental Center

Gallipolis Developmental Center

**District #5**

Southwest Developmental Center

Montgomery Developmental Center

**District #6**

Central Office

**DEPARTMENT OF NATURAL RESOURCES**

Eight (8) Districts

**District #1**

| | | | |
|---|---|---|---|
| Williams | Defiance | Paulding | Fulton |
| Henry | Putnam | Lucas | Van Wert |
| Mercer | Darke | Allen | Auglaize |
| Shelby | Hardin | Logan | Hancock |
| Wood | | | |

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**District #2**

| | | | |
|---|---|---|---|
| Preble | Miami | Montgomery | Clark |
| Champaign | Greene | Madison | Fayette |
| Hamilton | Warren | Clermont | Clinton |
| Brown | Highland | Butler | |

**District #3**

| | | | |
|---|---|---|---|
| Adams | Pike | Scioto | Jackson |
| Lawrence | Ross | Pickaway | Fairfield |
| Hocking | Vinton | Perry | |

**District #4**

| | | | |
|---|---|---|---|
| Union | Delaware | Franklin | Morrow |
| Knox | Licking | Wyandot | Marion |
| Crawford | Richland | Ashland | |

**District #5**

| | | | |
|---|---|---|---|
| Ottawa | Sandusky | Seneca | Huron |
| Erie | Lorain | Cuyahoga | Medina |
| Summit | | | |

**District #6**

| | | | |
|---|---|---|---|
| Muskingum | Morgan | Guernsey | Noble |
| Monroe | Gallia | Meigs | Athens |
| Washington | | | |

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**District #7**

| | | | |
|---|---|---|---|
| Tuscarawas | Carroll | Harrison | Belmont |
| Jefferson | Wayne | Holmes | Coshocton |
| Stark | | | |

**District #8**

| | | | |
|---|---|---|---|
| Lake | Geauga | Ashtabula | Trumbull |
| Portage | Mahoning | Columbiana | |

NOTE: Employees assigned to the classifications of Mine Rescue Operations Coordinator (24710), Mine Safety Inspector 1 (24711) and Mine Safety Inspector 2 (24712) shall have displacement and recall rights statewide.

**DEPARTMENT OF PUBLIC SAFETY - STATE HIGHWAY PATROL**

Two (2) Districts

**District #1 -** Central Office

**District #2 -** The remainder of the State.

**PUBLIC UTILITIES COMMISSION OF OHIO**

Statewide

**BOARD OF REGENTS**

Statewide

**DEPARTMENT OF REHABILITATION AND CORRECTION**

Six (6) Districts

**District #1**

Allen Correctional Institution, Oakwood Correctional Facility, Toledo Correctional Institution,

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Marion Correctional Institution, North Central Correctional Institution, Lima APA office, Defiance APA office, Seneca APA Office, Toledo APA Office

**District #2**

Ohio Reformatory for Women, London Correctional Institution, Training and Education Center (located at London), Madison Correctional Institution, Lebanon Correctional Institution, Warren Correctional Institution, Dayton Correctional Institution, ~~Montgomery Education and Pre-Release Center,~~ Cincinnati APA Office, Miami APA Office, Dayton APA Office, Butler APA Office, Highland APA Office, Lebanon APA Office, Union APA Office, Delaware APA Office, Clark APA Office

**District #3**

Corrections Reception Center, Franklin ~~Pre-Release Center, Correctional~~ Medical Center, Pickaway Correctional Institution, Bureau of Sentence Computation (BOSCO located at Orient), OPI Warehouse and Processing Plants (located at Orient), Chillicothe Correctional Institution, Southern Ohio Correctional Facility, Ross Correctional Institution, Corrections Training Academy, Chillicothe APA Office, Scioto APA Office

**District #4**

Southeastern Correctional Institution, Hocking Correctional Facility, Belmont Correctional Institution, Noble Correctional Institution, Athens APA Office, Marietta APA Office, Zanesville APA Office, Logan APA Office

**District #5**

Trumbull Correctional Institution, LAECI, Ohio State Penitentiary, Mansfield Correctional Institution, Richland Correctional Institution, Northeast Pre-Release Center, Grafton

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Correctional Institution, Lorain Correctional Institution, ~~NCCTF,~~ Akron APA Office, Painesville APA Office, Canton APA Office, New Philadelphia APA Office, Youngstown APA Office, Ashtabula APA Office, Mansfield APA Office, Cleveland APA Office, Elyria APA**, Trumbull APA Office**

**District #6**

DR&C ~~Central Office~~ **Operation Support Center** (Franklin County only), DPCS ~~Central Office~~ **Operation Support Center**, Ohio Penal Industries ~~Central Office~~ **Operation Support Center** (McKinley), Columbus APA Office

Employees in DR&C designated as ~~Central Office~~ **Operation Support Center** payroll and DPCS/APA designated as DPCS payroll that have work locations or areas outside of Franklin County will be placed in the geographic jurisdiction of their physical work location or area. (For purposes of Article 17 and 18, the employees who are not located in a specific worksite (institution or APA office), the bumping and bidding will begin with the geographic jurisdiction they are assigned to perform their work.)

**REHABILITATION SERVICES COMMISSION**

Four (4) districts based on four (4) areas into which the Bureau of Vocational Rehabilitation/the Bureau of Services for the Visually Impaired have divided the state. Each bureau of Disability Determination, Administrative Support, Consumer and Legislative Affairs, General Counsel and Policy Development, Human Resources, and Planning Development and Evaluations, shall be considered a part of the geographic district in which the office is located.

Four (4) Districts

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**District #1**

| | | | |
|---|---|---|---|
| Ashtabula | Columbiana | Cuyahoga | Geauga |
| Lake | Mahoning | Medina | Portage |
| Summit | Trumbull | | |

**District #2**

| | | | |
|---|---|---|---|
| Athens | Belmont | Carroll | Coshocton |
| Delaware | Fairfield | Franklin | Gallia |
| Guernsey | Harrison | Hocking | Holmes |
| Jackson | Jefferson | Lawrence | Licking |
| Morgan | Meigs | Monroe | Muskingum |
| Noble | Perry | Pickaway | Pike |
| Ross | Scioto | Stark | Vinton |
| Tuscarawas | Washington | Wayne | |

**District #3**

| | | | |
|---|---|---|---|
| Adams | Brown | Butler | Clark |
| Champaign | Clermont | Clinton | Darke |
| Fayette | Greene | Hamilton | Highland |
| Madison | Miami | Montgomery | Preble |
| Warren | | | |

**District #4**

| | | | |
|---|---|---|---|
| Allen | Ashland | Auglaize | Crawford |
| Defiance | Erie | Fulton | Hancock |

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| | | | |
|---|---|---|---|
| Hardin | Henry | Huron | Knox |
| Logan | Lorain | Lucas | Marion |
| Mercer | Morrow | Ottawa | Paulding |
| Putnam | Richland | Sandusky | Seneca |
| Shelby | Union | Van Wert | Williams |
| Wood | Wyandot | | |

**DEPARTMENT OF TAXATION**

~~Nine (9) Districts~~

~~**District #1 Akron**~~

| | | | |
|---|---|---|---|
| ~~Ashland~~ | ~~Medina~~ | ~~Stark~~ | ~~Holmes~~ |
| ~~Portage~~ | ~~Summit~~ | ~~Wayne~~ | ~~Richland~~ |

~~**District #2 Cincinnati**~~

| | | | |
|---|---|---|---|
| ~~Adams~~ | ~~Clinton~~ | ~~Jackson~~ | ~~Warren~~ |
| ~~Brown~~ | ~~Gallia~~ | ~~Lawrence~~ | ~~Butler~~ |
| ~~Hamilton~~ | ~~Pike~~ | ~~Clermont~~ | ~~Highland~~ |
| ~~Scioto~~ | | | |

~~**District #3 Cleveland**~~

| | | | |
|---|---|---|---|
| ~~Cuyahoga~~ | ~~Geauga~~ | ~~Lake~~ | ~~Lorain~~ |
| ~~Erie~~ | ~~Huron~~ | | |

~~**District #4 Columbus**~~

| | | | |
|---|---|---|---|
| ~~Delaware~~ | ~~Hocking~~ | ~~Marion~~ | ~~Ross~~ |
| ~~Fayette~~ | ~~Knox~~ | ~~Morrow~~ | ~~Union~~ |

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~~Fairfield Licking Perry Vinton~~

~~Franklin Madison Pickaway~~

~~**District #5 Dayton**~~

~~Darke Preble Champaign Greene~~

~~Miami Shelby Montgomery Clark~~

~~**District #6 Lima**~~

~~Allen Hancock Van Wert Crawford~~

~~Hardin Paulding Putnam Logan~~

~~Auglaize Mercer Wyandot~~

~~**District #7 Toledo**~~

~~Williams Defiance Fulton Henry~~

~~Lucas Wood Ottawa Sandusky~~

~~Seneca~~

~~**District #8 Youngstown**~~

~~Ashtabula Trumbull Mahoning Carroll~~

~~Columbiana Jefferson~~

~~**District #9 Zanesville**~~

~~Athens Coshocton Meigs Noble~~

~~Belmont Guernsey Tuscarawas Harrison~~

~~Washington Morgan Muskingum Monroe~~

**Statewide**

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**OHIO DEPARTMENT OF TRANSPORTATION**

Thirteen (13) Districts

**District #1**

| | | | |
|---|---|---|---|
| Defiance | Van Wert | Allen | Hardin |
| Paulding | Putnam | Hancock | Wyandot |

**District #2**

| | | | |
|---|---|---|---|
| Williams | Henry | Wood | Sandusky |
| Fulton | Lucas | Ottawa | Seneca |

**District #3**

| | | | |
|---|---|---|---|
| Erie | Crawford | Ashland | Medina |
| Huron | Lorain | Richland | Wayne |

**District #4**

| | | | |
|---|---|---|---|
| Summit | Portage | Stark | Ashtabula |
| Trumbull | Mahoning | | |

**District #5**

| | | | |
|---|---|---|---|
| Knox | Licking | Fairfield | Perry |
| Coshocton | Muskingum | Guernsey | |

**District #6**

| | | | |
|---|---|---|---|
| Marion | Union | Madison | Pickaway |
| Morrow | Delaware | Franklin | Fayette |

**District #7**

| | | | |
|---|---|---|---|
| Mercer | Shelby | Logan | Clark |

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| | | | |
|---|---|---|---|
| Darke | Montgomery | Champaign | Miami |
| Auglaize | | | |

**District #8**

| | | | |
|---|---|---|---|
| Preble | Butler | Hamilton | Warren |
| Clermont | Greene | Clinton | |

**District #9**

| | | | |
|---|---|---|---|
| Brown | Adams | Pike | Jackson |
| Highland | Ross | Scioto | Lawrence |

**District #10**

| | | | |
|---|---|---|---|
| Hocking | Meigs | Morgan | Noble |
| Vinton | Gallia | Washington | Monroe |
| Athens | | | |

**District #11**

| | | | |
|---|---|---|---|
| Holmes | Tuscarawas | Columbiana | Carroll |
| Harrison | Jefferson | Belmont | |

**District #12**

| | | |
|---|---|---|
| Cuyahoga | Lake | Geauga |

**District #13**

Central Office - Columbus

**Real Estate Division**

Northeast Districts 4, 11, 12

Northwest Districts 1, 2, 3

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Southeast Districts 5, 6, 10

Southwest Districts 7, 8, 9

**DEPARTMENT OF VETERANS SERVICES**

Two (2) Districts - Jurisdictions of the Department will be the Northern Ohio Veterans Services and the Southern Ohio Veterans Services.

**BUREAU OF WORKERS' COMPENSATION**

Five (5) Districts

**District #1**

| | | | |
|---|---|---|---|
| Allen | Auglaize | Clark | Champaign |
| Defiance | Delaware | Fayette | Fulton |
| Hancock | Hardin | Henry | Licking |
| Logan | Lucas | Madison | Mercer |
| Paulding | Pickaway | Putnam | Union |
| Van Wert | Williams | Wood | |

**District #2**

| | | | |
|---|---|---|---|
| Ashland | Crawford | Cuyahoga | Erie |
| Geauga | Huron | Knox | Lake |
| Lorain | Marion | Morrow | Ottawa |
| Richland | Sandusky | Seneca | Wyandot |

**District #3**

| | | | |
|---|---|---|---|
| Ashtabula | Belmont | Carroll | Columbiana |
| Coshocton | Guernsey | Harrison | Hocking |

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| | | | |
|---|---|---|---|
| Holmes | Jefferson | Mahoning | Medina |
| Monroe | Morgan | Muskingum | Noble |
| Perry | Portage | Stark | Summit |
| Trumbull | Tuscarawas | Wayne | |

**District #4**

| | | | |
|---|---|---|---|
| Adams | Athens | Brown | Butler |
| Clermont | Clinton | Darke | Gallia |
| Greene | Hamilton | Highland | Jackson |
| Lawrence | Meigs | Miami | Montgomery |
| Pike | Preble | Ross | Scioto |
| Shelby | Vinton | Warren | Washington |

**District #5**

| | |
|---|---|
| Fairfield | Franklin |

**DEPARTMENT OF YOUTH SERVICES**

~~Four (4)~~ **Three (3)** Districts

**District #1**

Central Office, Regions: Columbus, ~~Cincinnati,~~ Dayton, Toledo, Akron, Cleveland

**District #2**

Institutions: ~~Mohican,~~ Indian River, Cuyahoga Hills

**District #3**

Institutions: ~~Ohio River Valley,~~ Scioto, ~~Freedom Center,~~ Circleville

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~~**District #4**~~

~~Community Based Treatment Centers (CBTC)~~

## APPENDIX K - GUIDELINES FOR OCCUPATIONAL INJURY LEAVE

### I. Definitions

a. Allowed Psychological Condition: A psychological condition, diagnosed by a psychiatrist or psychologist chosen from the "Approved Physician" list, that develops after and is related to the allowed physical condition.

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

c. Approved Physician: A physician who is designated on a list compiled through the agreement of both parties for the purpose of diagnosing, evaluating and treating the condition within seven (7) calendar days of the original "Date of Injury." The employee shall continue to be treated by an "Approved Physician" until the employee is approved to return to work or the employee's OIL benefits are exhausted. If the employee is unable to schedule an appointment for an initial diagnosis with an Approved Physician within forty-eight (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.

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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)**

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

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The injured worker shall:

1. Follow the respective Agency's accident reporting guidelines;
2. Obtain an OIL application, if applicable, from the designated location at his/her institution or the employee's immediate supervisor. This location shall be posted prominently for all shifts;
3. Complete and submit the employee section of the OIL application, if applicable, within twenty (20) calendar days from the date of injury. If the employee is medically unable to complete the application, he/she may have someone acting on his/her behalf complete the employee section of the application for him/her;
4. Provide the approved physician with the appropriate DAS Physician's Statement form and follow-up with approved physician to ensure the form is submitted appropriately; and
5. File a Workers' Compensation claim at the same time the employee requests OIL benefits.

**III. Processing of the OIL Application**

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

If the injury is found to be accidental in nature, or to have arisen from the misbehavior or negligence on the part of the employee, the OIL benefits shall not be awarded and any

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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.

**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.

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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

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to Work program. The employee is responsible for notifying the Agency of their expected return to work date.

**V. Appeal of the Denial of an OIL Claim**

If an employee's request for OIL benefits is completely denied, the employee may appeal the denial through the process detailed below. The employee shall not have rights under the Article 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 within ten (10) working days of receipt of the letter denying the appeal and send a copy of the letter, the employee's OIL application, and any other documents submitted to OCSEA Central Office.

If OCSEA determines that further review is necessary, they will submit a request to OCB

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for a panel to be convened to review the claim within ten (10) working days of receiving the documents from DAS Benefits. 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.

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

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benefits;

c. the employee is no longer in the State service or has been voluntarily or involuntarily disability separated; or

d. the employee is incarcerated.

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

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

## APPENDIX L - PAY RANGES

Effective for the duration of this Agreement.

| Range | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 13.03 | 13.30 | 13.56 | 13.86 | | | | | |
| | 27,102 | 27,664 | 28,205 | 28,829 | | | | | |
| 2 | 13.44 | 13.72 | 14.03 | 14.36 | | | | | |
| | 27,955 | 28,538 | 29,182 | 29,869 | | | | | |
| 3 | 13.86 | 14.18 | 14.53 | 14.85 | | | | | |
| | 28,829 | 29,494 | 30,222 | 30,888 | | | | | |
| 4 | 14.36 | 14.71 | 15.09 | 15.41 | | | | | |
| | 29,869 | 30,597 | 31,387 | 32,053 | | | | | |
| 5 | 14.85 | 15.24 | 15.62 | 16.09 | 16.35 | | | | |
| | 30,888 | 31,699 | 32,490 | 33,467 | 34,008 | | | | |
| 6 | 15.41 | 15.80 | 16.22 | 16.61 | 17.03 | | | | |
| | 32,053 | 32,864 | 33,738 | 34,549 | 35,422 | | | | |
| 7 | 16.09 | 16.35 | 16.78 | 17.22 | 17.72 | 18.36 | | | |
| | 33,467 | 34,008 | 34,902 | 35,818 | 36,858 | 38,189 | | | |
| 8 | 16.78 | 17.22 | 17.72 | 18.36 | 19.06 | 19.88 | | | |
| | 34,902 | 35,818 | 36,858 | 38,189 | 39,645 | 41,350 | | | |
| 9 | 17.72 | 18.36 | 19.06 | 19.88 | 20.81 | 21.77 | | | |
| | 36,858 | 38,189 | 39,645 | 41,350 | 43,285 | 45,282 | | | |
| 10 | 19.06 | 19.88 | 20.81 | 21.77 | 22.71 | 23.87 | | | |
| | 39,645 | 41,350 | 43,285 | 45,282 | 47,237 | 49,650 | | | |

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| Range | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 |
|---|---|---|---|---|---|---|---|---|---|
| 11 | 20.81 | 21.77 | 22.71 | 23.87 | 25.04 | 26.28 | | | |
| | 43,285 | 45,282 | 47,237 | 49,650 | 52,083 | 54,662 | | | |
| 12 | 22.71 | 23.88 | 25.04 | 26.28 | 27.55 | 28.89 | | | |
| | 47,237 | 49,670 | 52,083 | 54,662 | 57,304 | 60,091 | | | |
| 23 | 13.56 | 13.86 | 14.18 | 14.53 | 14.85 | | | | |
| | 28,205 | 28,829 | 29,494 | 30,222 | 30,888 | | | | |
| 24 | 14.03 | 14.36 | 14.71 | 15.09 | 15.41 | | | | |
| | 29,182 | 29,869 | 30,597 | 31,387 | 32,053 | | | | |
| 25 | 14.53 | 14.85 | 15.24 | 15.62 | 16.09 | 16.35 | | | |
| | 30,222 | 30,888 | 31,699 | 32,490 | 33,467 | 34,008 | | | |
| 26 | 15.09 | 15.41 | 15.80 | 16.22 | 16.61 | 17.03 | | | |
| | 31,387 | 32,053 | 32,864 | 33,738 | 34,549 | 35,422 | | | |
| 27 | 15.62 | 16.09 | 16.35 | 16.78 | 17.22 | 17.72 | 18.36 | | |
| | 32,490 | 33,467 | 34,008 | 34,902 | 35,818 | 36,858 | 38,189 | | |
| 28 | 16.35 | 16.78 | 17.22 | 17.72 | 18.36 | 19.06 | 19.88 | | |
| | 34,008 | 34,902 | 35,818 | 36,858 | 38,189 | 39,645 | 41,350 | | |
| 29 | 17.22 | 17.72 | 18.36 | 19.06 | 19.88 | 20.81 | 21.77 | | |
| | 35,818 | 36,858 | 38,189 | 39,645 | 41,350 | 43,285 | 45,282 | | |
| 30 | 18.36 | 19.06 | 19.88 | 20.81 | 21.77 | 22.71 | 23.87 | | |
| | 38,189 | 39,645 | 41,350 | 43,285 | 45,282 | 47,237 | 49,650 | | |
| 31 | 19.88 | 20.81 | 21.77 | 22.71 | 23.87 | 25.04 | 26.28 | | |
| | 41,350 | 43,285 | 45,282 | 47,237 | 49,650 | 52,083 | 54,662 | | |
| 32 | 21.77 | 22.71 | 23.87 | 25.04 | 26.28 | 27.55 | 28.89 | 30.35 | 31.86 |
| | 45,282 | 47,237 | 49,650 | 52,083 | 54,662 | 57,304 | 60,091 | 63,128 | 66,269 |
| 33 | 23.87 | 25.04 | 26.28 | 27.55 | 28.89 | 30.35 | 31.80 | 33.37 | 35.02 |
| | 49,650 | 52,083 | 54,662 | 57,304 | 60,091 | 63,128 | 66,144 | 69,410 | 72,842 |
| 34 | 26.28 | 27.55 | 28.89 | 30.35 | 31.80 | 33.37 | 35.02 | 36.74 | 38.57 |
| | 54,662 | 57,304 | 60,091 | 63,128 | 66,144 | 69,410 | 72,842 | 76,419 | 80,226 |
| 35 | 28.89 | 30.35 | 31.80 | 33.37 | 35.02 | 36.74 | 38.54 | 40.49 | 42.53 |
| | 60,091 | 63,128 | 66,144 | 69,410 | 72,842 | 76,419 | 80,163 | 84,219 | 88,462 |
| 36 | 31.80 | 33.37 | 35.02 | 36.74 | 38.54 | 40.49 | 42.50 | 44.62 | 46.83 |
| | 66,144 | 69,410 | 72,842 | 76,419 | 80,163 | 84,219 | 88,400 | 92,810 | 97,406 |
| E1 | 20.10 | 21.10 | 22.14 | 23.26 | 24.42 | 25.64 | 26.91 | 28.28 | |
| | 41,808 | 43,888 | 46,051 | 48,381 | 50,794 | 53,331 | 55,973 | 58,822 | |
| E2 | 22.14 | 23.26 | 24.42 | 25.64 | 26.91 | 28.28 | 29.67 | 31.15 | 32.73 |
| | 46,051 | 48,381 | 50,794 | 53,331 | 55,973 | 58,822 | 61,714 | 64,792 | 68,078 |
| E3 | 24.42 | 25.64 | 26.91 | 28.28 | 29.67 | 31.15 | 32.73 | 34.34 | 36.07 |
| | 50,794 | 53,331 | 55,973 | 58,822 | 61,714 | 64,792 | 68,078 | 71,427 | 75,026 |

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## APPENDIX M - DRUG-FREE WORKPLACE POLICY

**Section 1. Statement of Policy**

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

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

C. The State will periodically provide information and training programs concerning the impact of alcohol and other drug use on job performance, as well as information concerning the State's Employee Assistance Program and any other resources that an employee or his/her family may contact for assistance in overcoming an alcohol and/or other drug problem. All

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bargaining unit employees shall be furnished with a copy of the Employer's drug-free workplace policies within thirty (30) days of initial employment with a State Agency. Additionally, each employee will similarly be provided with a written description of the Employer's drug testing policy, including the procedures under which a test may be ordered, procedures for obtaining samples for testing, how testing will be conducted and reported to the Employer and employees; and the potential consequences of refusing to submit to testing or of positive test results. In addition, managers and supervisors shall be provided training about the Drug-Free Workplace Policy and alcohol and the drug-testing program in order to ensure that the policy and program are administered consistently, fairly, and within appropriate Constitutional parameters. Training will be provided to all covered employees prior to implementation based upon agreement of the parties, joint training by the parties can be provided on an Agency basis. New employees who are covered will be provided notice and training prior to testing. Testing for new classifications listed in Section 7 will not commence until such time as employees are provided notice and training.

D. Any employees suffering from a substance abuse problem shall receive the same careful consideration and offer of treatment that is presently extended under the State's existing benefit plans to those employees having other mental health and substance abuse conditions, as well as under the Employee Assistance Plan established under Article 9 of this Agreement. The same benefits and insurance coverages that are provided for all other illnesses, diseases, and/or physical or psychological conditions, under the State's established health insurance benefit plan, shall be available for individuals who accept medically approved treatment of alcoholism or drug dependency.

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

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

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

**Section 2. Drug-Testing Conditions**

**A. State Testing**

**1. Reasonable Suspicion**

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

Where there is reasonable suspicion to believe that the employee, when appearing for duty or on the job, is under the influence of, or his/her job performance, is impaired by alcohol or other drugs. Such reasonable suspicion must be based upon objective facts or specific circumstances found to exist that present a reasonable basis to believe that an

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

**2. Rebuttable Presumption**

For the determination of eligibility for Workers' Compensation and benefits, a positive test creates a "rebuttable presumption" if: 1) an employee has been injured and the Employer had reasonable cause to suspect the employee may be intoxicated or under the influence of a controlled substance not prescribed by his/her doctor; or 2) at the request of a police officer pursuant to a traffic stop and not at the request of the employee's Employer; or 3) at the request of a licensed physician who is not employed by the employee's Employer. Facts and inferences may be based on, but not limited to: 1) Observable phenomena, such as direct observation of use, possession, or distribution of alcohol or a controlled substance, or of the physical symptoms of being under the

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influence of alcohol or a controlled substance, such as but not limited to slurred speech, dilated pupils, odor of alcohol or a controlled substance, changes in affect, or dynamic mood swings; 2) A pattern of abnormal conduct, erratic or aberrant behavior, or deteriorating work performance such as frequent absenteeism, excessive tardiness, or recurrent accidents, that appear to be related to the use of alcohol or a controlled substance, and does not appear to be attributable to other factors; 3) The identification of an employee as the focus of a criminal investigation into unauthorized possession, use, or trafficking of a controlled substance; 4) A report of use of alcohol or a controlled substance provided by a reliable and credible source; 5) Repeated or flagrant violations of the safety or work rules of the employee's Employer, that are determined by the employee's supervisor to pose a substantial risk of physical injury or property damage and that appear to be related to the use of alcohol or a controlled substance and that do not appear attributable to other factors.

**3. Random Testing**

Employees who have direct contact with inmates, parolees or youths in the Department of Rehabilitation and Correction and Department of Youth Services shall be subject to random drug testing. All employees listed in Section 7 - Safety Sensitive Positions, shall be subject to random drug testing.

**B. Federal Testing**

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

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**Section 3. Testing Procedures and Guarantees**

**A. State Testing**

1. Procedures and protocols for the collection, transmission and testing of the employees' samples shall conform to the methods and procedures provided by Federal regulations pursuant to the Federal Omnibus Transportation Employee Testing Act of 1991.
2. Employees shall have the right to consult with a Union representative, if one is available, one (1) hour prior to testing, and a Union representative may accompany the employee to the specimen collection site as long as reasonable suspicion is called for by the Employer.
3. The random testing pools **for DYS employees and DRC employees** shall be maintained on a statewide basis that includes all employees in the Agency who are subject to random testing. The random testing pool shall be maintained and administered by the Drug-Free Workplace Services Program of the Department of Administrative Services. The percentage of employees to be tested annually will vary during the first two (2) years of the Agreement, the percentage of the employees to be tested annually at up to thirty percent (30%) of the random testing pool. During the last year of the Agreement, the percentage of the employees to be tested annually can vary from ten percent (10%) to thirty percent (30%) of the average total of the random testing pool.
4. The Drug-Free Workplace Office of DAS may issue the random testing list to ~~the affected Agency's~~ **DYS Central Office and DRC** Central Office. The Agency Central Office shall issue a list of employees to the appropriate Facilities/Institutions. Any employee included on the list who is subject to a random test shall be tested within seven (7) days after the Facility/Institution has received the random list. Any employee who is

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not tested within seven (7) days after the Facility/Institution receives the list shall not be tested as a result of that list.

5. A test result which indicates a .04% blood alcohol level will be considered a positive test. No consequences will attach to any result below a .04% level.
6. The employee shall be responsible for the cost of all follow-up alcohol and drug tests that are ordered by the Employer.

**B. Federal Testing**

1. The Employer will comply with all provisions of the Federal Omnibus Transportation Employee Testing Act of 1991 and the Federal Drug Free Workplace Act of 1988 and any other Federal laws and regulations covering the control of substance abuse in the workplace. Any proposed policies or guidelines proposed by the Employer to comply with these regulations will be provided to the Union. The Employer will comply with any bargaining obligations as required by law.
2. The random testing pool shall be maintained and administered by the Drug Free Workplace Services Program of the Department of Administrative Services.

**Section 4. General Provisions Applicable to All Testing**

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

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

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

D. If the employee is sent home after notice is received by the Employer that he/she tested positive, the Employer shall place the employee on administrative leave with pay pending notice of the pre-disciplinary meeting. If the employee does not waive the seventy-two (72) hour pre-disciplinary meeting requirement, the employee shall be placed on approved administrative leave without pay and may use any accruals to cover the time off.

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

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

**Section 5. Notice of Drug-Related Convictions**

As required by the Federal Drug-Free Workplace Act of 1988, each employee covered by this Agreement is required to notify his/her Agency Head or his/her designee, within five (5) days after he/she is convicted of a violation of any federal or State criminal drug statute, provided such conviction occurred at the workplace or any location where the employee is working at the time of the incident which led to the conviction. Each Agency is required to notify any federal Agency with which it has a contract or grant, within ten (10) days after receiving

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notice from the employee, of the fact of such conviction. Any employee's failure to report such a conviction will subject such employee to disciplinary action, up to and including termination consistent with the just cause standards set forth in Article 24 of this Agreement. An Agency Head or his/her designee may refer such employees to the Employee Assistance Program for referral and treatment.

**Section 6. Disciplinary Action**

On the first occasion in which any employee who is determined to be under the influence of, or using, alcohol or other drugs, while on duty, as confirmed by testing pursuant to this policy, the employee shall be given the opportunity to enter into and successfully complete a substance abuse program certified by the Ohio Department of Alcohol and Drug Addiction Services. No disciplinary action shall be taken against the employee, provided he/she successfully completes the program. Last Chance Agreements shall not be effective for longer than five (5) years, except if any of the following situations led to the drug or alcohol testing, in which case the Last Chance Agreement shall be of an unlimited duration:

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

Any Last Chance Agreements entered into during the term of the last contract shall be subject to the above provision.

Employees on their initial probationary period who test positive for drugs or alcohol from either a random or reasonable suspicion test shall not be eligible for a Last Chance Agreement or

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EAP Agreement. The probationary employee shall be terminated on the first occasion in which they test positive for alcohol or other drugs.

**Section 7. Safety Sensitive Positions**

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

| **B.U.** | **Class No.** | **Title** |
|---|---|---|
| 4 | 44213 | Activity Therapy Specialist 1 |
| 4 | 44214 | Activity Therapy Specialist 2 |
| ~~6~~ **4** | 65312 | Advanced Emergency Medical Tech. - Ambulance |
| 6 | 54211 | Aircraft Attendant |
| ~~6~~ | ~~30762~~ | ~~Aircraft Mechanic 2~~ |
| 6 | 54221 | Aircraft ~~Mechanic~~ **Maintenance** Technician |
| 6 | 54451 | Ambulance Operator |
| 7 | 21581 | Amusement Ride and Game Inspector 1 |
| 7 | 21582 | Amusement Ride and Game Inspector 2 |
| 7 | 26531 | Arson Investigator |
| 14 | 24951 | Aviator 1 |
| 14 | 24952 | Aviator 2 |
| 7 | 24121 | Boiler Inspector |
| 6 | 54541 | Boiler Operator 1 |
| 6 | 54542 | Boiler Operator 2 |
| 7 | 24421 | Breath Alcohol Testing Inspector |
| 6 | 53230 | Bridge and Lock Tender |
| 3 | 46531 | Correction Officer |
| **7** | **24341** | **Customer Service Specialist 1** |
| **7** | **24342** | **Customer Service Specialist 2** |
| 6 | 53821 | Delivery Worker |
| 6 | 54421 | Dredge Operator 1 |
| 6 | 54422 | Dredge Operator 2 |
| 7 | 24331 | Driver License Examiner 1 |
| 7 | 24332 | Driver License Examiner 2 (CDL) |
| 7 | 24333 | Driver License Examiner 2 (Lead Worker) |
| 7 | 24334 | Driver License Examiner 2 (Mobile) |
| 7 | 24131 | Electrical Inspector |
| 7 | 2414~~5~~**1** | Elevator Inspector |
| 7 | 24140 | Elevator Inspector Trainee |
| 4 | 65311 | Emergency Medical Technician - Ambulance |
| **7** | **26591** | **Firefighter** |

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| B.U. | Class No. | Title |
|---|---|---|
| **7** | **26592** | **Lieutenant Firefighter** |
| 4 | 44211 | General Activities Therapist 1 |
| 4 | 44212 | General Activities Therapist 2 |
| ~~7~~ | ~~33343~~ | ~~Hazardous Materials Coordinator~~ |
| 7 | 64921 | Hazardous Materials Specialist |
| 7 | 23161 | Hazardous Materials Investigation Specialist 1 |
| 7 | 23162 | Hazardous Materials Investigation Specialist 2 |
| 7 | 24151 | High Pressure Piping Inspector |
| 4 | 44111 | Hospital Aide |
| 4 | 44113 | Hospital Aide Coordinator 1 |
| 4 | 44114 | Hospital Aide Coordinator 2 |
| 4 | 44161 | Licensed Practical Nurse |
| 6 | 22551 | Lock Area Technician |
| 7 | 23111 | Motor Carrier Enforcement Inspector~~s~~ |
| 7 | 24123 | Nuclear Boiler Inspector |
| 4 | 44310 | Occupational Therapy Assistant |
| 4 | 42741 | **Qualified** Pharmacy ~~Attendant~~ **Technician** |
| 3 | 44142 | Psychiatric Attendant Coordinator |
| 3 | 44141 | Psychiatric Attendant |
| 7 | 23181 | Public Utilities Gas Pipeline Safety Compliance Investigator |
| 7 | 23311 | Railroad Inspector 1 |
| 7 | 23312 | Railroad Inspector 2 |
| 7 | 23313 | Railroad Inspector 3 |
| 4 | 44112 | Therapeutic Program Worker |
| 4 | 44260 | Therapy Aide |
| 3 | 46611 | Youth Leader (Blind/Deaf School) |

*Construction employees pursuant to the Department of Transportation's Agency Specific Agreement, reference Section L in Appendix Q.

**APPENDIX N - WORK AREAS FOR MENTAL HEALTH, ~~MENTAL RETARDATION AND~~ DEVELOPMENTAL DISABILITIES, DEPARTMENT OF YOUTH SERVICES AND DEPARTMENT OF VETERANS SERVICES**

Memorandum of Understanding for Implementation of Work Areas for Mental Health, ~~Mental Retardation and~~ Developmental Disabilities, Department of Youth Services, and

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Department of Veterans Services of 8/31/87.

**A. Work Areas for Mental Health, ~~Mental Retardation and~~ Developmental Disabilities, Department of Youth Services, and Department of Veterans Services**

"Work areas," for the purposes of this memorandum, shall be defined as the smallest subdivision of regular work assignment in the physical setting wherein an employee performs his/her assigned work on a regular basis. (Examples include, but are not limited to, a ward, unit, module, cottage or 1/2 a cottage, kitchen, laundry, building or facility.)

**B. Selection of Work Area Process**

Within thirty (30) days of the completion of the specified work area negotiations (as outlined in G), each institution shall post all the work area assignments (as defined in A above) for the positions identified in Appendix N. The postings shall include the classification, exact work area, the regularly scheduled days off pursuant to Article 13, and the shift. The affected employees (in classifications listed in Appendix N) at each institution shall be canvassed jointly by the Employer and the Union in institutional seniority order with the most senior employee person being asked his/her preference first; the next most senior person second, etc. Those employees shall be permitted to select their preferred work area. The work area shall be awarded to the employee with the most institutional seniority unless the Agency can show that the skills and abilities of a junior employee who has bid on the work area are demonstrably superior to the senior employee. Successful bidders shall meet any professional needs of the position. When the Employer denies an employee his/her preferred work area assignment because the employee, does not meet the professional needs, it shall be the Employers burden to demonstrate that the employee does not meet the

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professional needs.

The canvass will be stopped if an individual employee is not available for making the selection unless the Union and the Employer mutually agree to do otherwise. The canvass will continue once this employee is contacted and has made his/her selection. Employees on any approved leave will be canvassed as part of the regular canvass. The employee who fills the work area assignment desired by the employee on approved leave will be informed that the assignment is temporary. Upon the return to work of the employee on leave, the employee who filled that assignment will be assigned to an available opening or may express preference if there are multiple openings. The displaced employee will not have bumping rights in this instance. Every reasonable effort will be made to move the employee to the work area within fourteen (14) days of the completion of the canvass. However, in emergencies or where abnormal work loads exist in the employee's incumbent work area, assignment may be delayed up to forty-five (45) calendar days after the completion of the canvass.

**C. Filling of Work Area Openings**

Thereafter, employees shall be given the opportunity to bid for work area openings in their job classification in other work areas within their institutions. Work area openings shall be posted for at least ten (10) calendar days, and shall include all the information contained on the postings for the first time canvass with the additional information of the anticipated date by which the work area opening will be filled. The work area shall be awarded to the employee with the most institutional seniority unless the Agency can show that the skills and abilities of a junior employee who has bid on the work area are demonstrably superior to the

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senior employee. Successful bidders shall meet any professional needs of the position. When the employee denies an employee his/her preferred work area opening because the employee does not meet the professional needs, it shall be the Employer's burden to demonstrate that the employee does not meet the professional needs. Employees are limited to exercising their right to bid on a work area opening to two (2) successful bids a year (excluding the first canvassing described in B above). There shall be no more than two (2) additional work area selections resulting from the filling of a work area opening. Work area openings not filled in this manner shall be considered in accordance with the provisions of Article 17.

**D. Integrity of the Work Area**

The Employer shall not change the make-up and basic nature of the work areas so as to subvert any rights guaranteed by this memorandum. If, through necessary reorganization of the institution, the nature of the work area changes, such changes shall be discussed in Institutional Labor/Management Committee meetings. If agreement cannot be reached at such meetings, the proposed change shall be discussed at Department level Labor/Management Committee meetings. If agreement cannot be reached, the Union may grieve such work area changes utilizing the applicable provisions outlined in Article 25.07 and Article 25.10 of the Collective Bargaining Agreement.

**E. Expansion of MH, ~~MR~~DD, DYS, VS, and Facilities**

In the event the Employer expands any of the institutions covered by this memorandum, or constructs new ones, it shall provide timely notice to the local Chapter President and the OCSEA ~~Executive Director~~ **President or designee**. Within thirty (30) days of this notice, the local Labor/Management team will meet to discuss the new work areas at the facility. If

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agreement cannot be reached, the Union may grieve such work area changes utilizing the applicable provisions outlined in Article 25.07 and Article 25.10 of the Collective Bargaining Agreement.

**F. Relief Assignments**

Relief positions shall be put up for bid as part of the initial canvass and as they become work area openings. Relief assignment shall be utilized by the Employer as a regular assignment. All employees who work in relief positions shall be allowed to, on a daily basis, by seniority, pick the area they are to serve as relief for that day. This Section shall not result in the reduction of currently filled single post assignments unless mutually agreed to by the parties. How the relief position(s) will be utilized shall be the subject of the separate local work area negotiations.

**G. Specific Work Area Negotiations**

Within thirty (30) days of this Agreement, the local Chapter President and up to two (2) additional representatives, along with an OCSEA Staff Representative(s) shall meet with the Employer at each institution in MH, ~~MR~~**DD**, DYS, VS and to negotiate the specific work areas as defined by this memorandum. It is the goal of the parties to resolve any work area disputes in these local institutional negotiations. However, if agreement cannot be reached at such negotiations, the following procedure shall be used for the resolution of those work areas in dispute. Within forty-five (45) days of the signing of this memorandum, local officials from the appropriate institution and OCSEA Staff will meet with representatives from the appropriate Agency and the Office of Collective Bargaining in a good faith effort to resolve the remaining work area disputes.

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In the event the parties cannot agree, the Union and the Employer shall submit a final offer stipulating their positions on the disputed work area and the arbitrator will select the "best offer" from the detailed proposals submitted by the parties.

**H. Seniority Lists**

Within thirty (30) days of this Agreement, the Employer shall provide to the Chapter President what it believes to be the correct institutional seniority list for all affected employees. Additionally, written notification of each employee's institutional seniority shall be provided to each employee with their paycheck. Employees who believe the institutional seniority date to be in error shall meet with the appropriate Management personnel and Union representative in an effort to determine the correct seniority date. If no agreement can be reached as to what is the correct institutional seniority date, the employee may utilize the grievance procedure starting at Step Three.

**Listings of Employee Job Classifications in Mental Health, ~~Mental Retardation~~ Developmental Disabilities, Department of Youth Services, and Department of Veterans Services**

**Institutions Covered by the Memorandum of Understanding Concerning Work Area Assignments**

**Bargaining Unit No. 3**

Psychiatric Attendant

Psychiatric Attendant Coordinator

Juvenile Correctional Officer

Correction Officer

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**Bargaining Unit No. 4**

Social Service Aide

Adult Teacher Aide 1

Adult Teacher Aide 2

Adult Teacher Aide 3

Vocation Instructor 1

Vocation Instructor 2

Rehabilitation Aide

Recreation Aide

Hospital Aide

Therapeutic Program Worker

Hospital Aide Coordinator 1

Hospital Aide Coordinator 2

Licensed Practical Nurse

Activities Aide

General Activities Therapist 1

General Activities Therapist 2

Activities Therapist Specialist 1

Activities Therapist Specialist 2

Children's Teacher Aide 1

Children's Teacher Aide 2

Children's Teacher Aide 3

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Therapy Aide

Mental Health Technician 1

Child Care Worker

**Bargaining Unit No. 5**

Custodial Work Coordinator

Custodial Laundry Coordinator

Custodial Worker

Food Service Worker

Cook 1

Cook 2

Food Service Coordinator 1

Food Service Coordinator 2

Food Consultant

Correctional Food Service Coordinator

Baker

**Bargaining Unit No. 14**

Mental Health Administrator

## APPENDIX O - ALPHABETICAL CLASSIFICATION LIST

Note: All classifications numbered 30000 through 39999 are holding classifications. These classifications can be found in Appendices A through H. ~~*New IT classifications are included below, but will not be used until they are phased in Agency-by-Agency, and at the printing of this Contract do not have class numbers assigned.~~ ~~A~~ **For IT classifications** joint

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submission to SERB will determine their final bargaining unit.

| B.U. | Class No. | Pay Range | Title |
|---|---|---|---|
| 9 | 16511 | 26 | Account Clerk 1 |
| 9 | 16512 | 27 | Account Clerk 2 |
| 9 | 30822 | 26 | Account Clerk 2 |
| 9 | 16513 | 28 | Account Clerk 3 |
| 14 | 30972 | 28 | Accountant 2 |
| 9 | 66391 | 31 | Account Executive |
| 9 | 66111 | 26 | Accountant/Examiner 1 |
| 9 | 66112 | 28 | Accountant/Examiner 2 |
| 14 | 66113 | 30 | Accountant/Examiner 3 |
| 14 | 66114 | 31 | Accountant/Examiner 4 |
| 4 | 44210 | 04 | Activities Aide |
| 4 | 44213 | 27 | Activity Therapy Specialist 1 |
| 4 | 44214 | 29 | Activity Therapy Specialist 2 |
| 6 | 52351 | 08 | Adaptive Equipment Technician |
| 14 | 31181 | 28 | Administrative Assistant 1 |
| 14 | 63121 | 28 | Administrative Assistant 1 |
| 14 | 30242 | 30 | Administrative Assistant 2 (Non-Exempt) |
| 14 | 30243 | 32 | Administrative Assistant 3 (Non-Exempt) |
| **9** | **16871** | **27** | **Administrative Professional 1** |
| **9** | **16872** | **28** | **Administrative Professional 2** |
| **9** | **16873** | **30** | **Administrative Professional 3** |
| 4 | 18121 | 26 | Adult Teacher Aide 1 |
| 4 | 18122 | 27 | Adult Teacher Aide 2 |
| 4 | 18123 | 28 | Adult Teacher Aide 3 |
| 4 | 65312 | 28 | Adv. Emergency Med. Technician - Ambulance |
| 7 | 21311 | 31 | Agriculture Enforcement Agent |
| 13 | 85721 | 32 | Air Quality Engineer 1 |
| 6 | 52291 | 08 | Air Quality Technician 1 |
| 6 | 52292 | 09 | Air Quality Technician 2 |
| 6 | 54211 | 06 | Aircraft Attendant |
| 6 | 54221 | 11 | Aircraft Maintenance Technician |
| 6 | 54451 | 05 | Ambulance Operator |
| 7 | 21581 | 28 | Amusement Ride and Game Inspector 1 |
| 7 | 21582 | 29 | Amusement Ride and Game Inspector 2 |
| 7 | 21141 | 29 | Apiary Specialist |
| 14 | 84514 | 31 | Appraisal Specialist |
| 14 | 84511 | 27 | Appraiser 1 |
| 14 | 84512 | 29 | Appraiser 2 |
| 14 | 84513 | 30 | Appraiser 3 |
| 13 | 85113 | 34 | Architect |

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| B.U. | Class No. | Pay Range | Title |
|---|---|---|---|
| 7 | 26531 | 32 | Arson Investigator |
| 6 | 52290 | 05 | Assistant Air Quality Technician |
| 6 | 52240 | 05 | Assistant Carpenter |
| 14 | 66350 | 32 | Assistant Foreign Office Manager |
| 14 | 63510 | 29 | Assistant Liaison Officer |
| 6 | 52260 | 05 | Assistant Plumber |
| 6 | 53151 | 09 | Assistant Statue/Decorative Artwork Restorer |
| 14 | 63842 | 31 | Attorney 1 |
| 14 | 63843 | 32 | Attorney 2 |
| 14 | 63844 | 33 | Attorney 3 |
| 14 | 63961 | 34 | Attorney Examiner 1 |
| 14 | 63962 | 35 | Attorney Examiner 2 |
| 14 | 63963 | 36 | Attorney Examiner 3 |
| 7 | 52642 | 31 | Audio/Visual Production Specialist |
| 7 | 52631 | 06 | Audio/Visual Repair Worker |
| 7 | 52641 | 07 | Audio/Visual Specialist |
| 9 | 16781 | 29 | Auto Liability Claims Specialist 1 |
| 9 | 16782 | 30 | Auto Liability Claims Specialist 2 |
| 6 | 30462 | 08 | Auto Mechanic 2 |
| 7 | 84651 | 29 | Automobile Emissions Inspector |
| 6 | 52111 | 06 | Automotive Body Repair Worker 1 |
| 6 | 52112 | 08 | Automotive Body Repair Worker 2 |
| 6 | 52131 | 05 | Automotive Mechanic 1 |
| 6 | 52132 | 07 | Automotive Mechanic 2 |
| 6 | 52130 | 02 | Automotive Service Worker |
| 6 | 52133 | 09 | Automotive Technician |
| 6 | 52121 | 04 | Automotive Tire Repair Worker |
| 14 | 24951 | 32 | Aviator 1 |
| 14 | 24952 | 33 | Aviator 2 |
| 5 | 42331 | 06 | Baker |
| 4 | 42731 | 05 | Barber |
| 7 | 21521 | 29 | Barber Inspector |
| 9 | 64481 | 28 | Benefits Customer Service Representative |
| 14 | 65250 | 30 | Benefits Management Representative |
| 7 | 52711 | 07 | Bindery Operator |
| 13 | 83271 | 28 | Biologist |
| 7 | 84334 | 28 | Bituminous Plant Coordinator |
| 7 | 84331 | 26 | Bituminous Plant Inspector |
| 7 | 24121 | 31 | Boiler Inspector |
| 6 | 54511 | 04 | Boiler Maintenance Worker |
| 6 | 54541 | 05 | Boiler Operator 1 |
| 6 | 54542 | 06 | Boiler Operator 2 |

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| B.U. | Class No. | Pay Range | Title |
|---|---|---|---|
| 6 | 54513 | 06 | Boiler Repair Worker |
| 14 | 66241 | 28 | Bond Accountant 1 |
| 14 | 66242 | 30 | Bond Accountant 2 |
| 14 | 66243 | 31 | Bond Accountant 3 |
| 14 | 66244 | 32 | Bond Accountant Coordinator |
| 9 | 54431 | 06 | Bookmobile Operator |
| 7 | 24421 | 28 | Breath Alcohol Testing Inspector |
| 6 | 53230 | 05 | Bridge and Lock Tender |
| 13 | 85851 | 31 | Bridge Specialist 1 |
| 13 | 85852 | 32 | Bridge Specialist 2 |
| 6 | 53231 | 07 | Bridge Worker 1 |
| 6 | 53232 | 08 | Bridge Worker 2 |
| 7 | 52611 | 28 | Broadcasting Engineer |
| 7 | 52621 | 09 | Broadcasting/Network ITV Coordinator |
| 14 | 63251 | 32 | Budget Analyst 1 |
| 14 | 63252 | 33 | Budget Analyst 2 |
| 14 | 31382 | 31 | Budget Officer 2 |
| 7 | 24111 | 30 | Building Inspector |
| 14 | 67121 | 34 | Business Continuity Analyst 1 |
| 14 | 67122 | 35 | Business Continuity Analyst 2 |
| 14 | 64574 | 31 | Business Enterprise Program Coordinator |
| 14 | 64571 | 30 | Business Enterprise Specialist |
| 14 | 69961 | 33 | Business Process Analyst 1 |
| 14 | 69962 | 35 | Business Process Analyst 2 |
| 14 | 69963 | 36 | Business Process Analyst 3 |
| 14 | 63311 | 28 | Business Services Officer |
| 14 | 63981 | 34 | BWC Attorney 1 |
| 14 | 63982 | 35 | BWC Attorney 2 |
| 9 | 33411 | 29 | BWC Customer Service Representative |
| 9 | 64451 | 28 | BWC Customer Service Representative |
| 9 | 63521 | 28 | BWC Employer Service Representative |
| 9 | 26262 | 33 | BWC Fraud Analyst |
| 9 | 26261 | 32 | BWC Fraud Investigator |
| 6 | 22560 | 24 | Campground Attendant |
| 6 | 22565 | 27 | Campground Coordinator 1 |
| 6 | 22566 | 28 | Campground Coordinator 2 |
| 14 | 64331 | 29 | Cancer Registrar |
| 6 | 52241 | 07 | Carpenter 1 |
| 6 | 52242 | 08 | Carpenter 2 |
| 7 | 82311 | 28 | Cartographer |
| 7 | 31391 | 29 | Case Control Reviewer |
| 9 | 16111 | 05 | Cashier |

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| B.U. | Class No. | Pay Range | Title |
|---|---|---|---|
| ~~6~~ | ~~22151~~ | ~~25~~ | ~~CCC Dormitory Advisor~~ |
| ~~6~~ | ~~22171~~ | ~~08~~ | ~~CCC Project Crew Leader~~ |
| 7 | 84330 | 25 | Centrifuge Operator |
| 9 | 16841 | 27 | Certification/Licensure Examiner 1 |
| 9 | 16842 | 28 | Certification/Licensure Examiner 2 |
| 9 | 14731 | 04 | Chemical Stores Clerk |
| 4 | 46621 | 04 | Child Care Worker |
| 4 | 18111 | 03 | Children's Teacher Aide 1 |
| 4 | 18112 | 04 | Children's Teacher Aide 2 |
| 4 | 18113 | 25 | Children's Teacher Aide 3 |
| 7 | 21681 | 32 | Chiropractic Board Enforcement Investigator |
| 14 | 63481 | 33 | Civil Rights Alternative Dispute Res. Mediator |
| ~~14~~ | ~~69123~~ | ~~30~~ | ~~Civil Rights Compliance Coordinator~~ |
| 14 | 69111 | 29 | Civil Rights Investigator 1 |
| 14 | 69112 | 31 | Civil Rights Investigator 2 |
| ~~14~~ | ~~69121~~ | ~~29~~ | ~~Civil Rights Specialist~~ |
| 9 | 16791 | 26 | Claims Examiner 1 |
| 9 | 16792 | 27 | Claims Examiner 2 |
| 9 | 16793 | 28 | Claims Examiner 3 |
| 9 | 16794 | 29 | Claims Examiner 4 |
| 9 | 16795 | 30 | Claims Examiner Specialist |
| 9 | 30001 | 26 | Clerical Technician |
| 9 | 12111 | 03 | Clerk 1 |
| 9 | 12112 | 04 | Clerk 2 |
| 9 | 12113 | 26 | Clerk 3 |
| 14 | 83851 | 32 | Coal Program Financial Analyst |
| 5 | 14211 | 04 | Commissary Worker 1 |
| 5 | 14212 | 06 | Commissary Worker 2 |
| 4 | 44731 | 27 | Community Adjustment Trainer 1 |
| 4 | 44732 | 27 | Community Adjustment Trainer 2 |
| 14 | 66381 | 32 | Community Development Analyst |
| 14 | 64171 | 34 | Computer Acquisition Analyst 1 |
| 14 | 64172 | 35 | Computer Acquisition Analyst 2 |
| 14 | 64173 | 36 | Computer Acquisition Analyst 3 |
| 9 | 12374 | 30 | Computer Operations Analyst |
| 9 | 12370 | 25 | Computer Operator 1 |
| 9 | 12371 | 26 | Computer Operator 2 |
| 9 | 12372 | 28 | Computer Operator 3 |
| 9 | 12373 | 29 | Computer Operator 4 |
| 6 | 22832 | 04 | Conservation Aide |
| 6 | 22833 | 05 | Conservation Crew Leader |
| 6 | 22831 | 02 | Conservation Worker |

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| B.U. | Class No. | Pay Range | Title |
|---|---|---|---|
| 13 | 85831 | 31 | Construction Project Specialist 1 |
| 13 | 85833 | 32 | Construction Project Specialist 2 |
| 13 | 85834 | 33 | Construction Project Specialist 3 |
| 13 | 85835 | 34 | Construction Project Specialist 4 |
| 14 | 66451 | 30 | Consumer Finance Examiner 1 |
| 14 | 66452 | 31 | Consumer Finance Examiner 2 |
| 14 | 66453 | 33 | Consumer Finance Examiner 3 |
| 14 | 66454 | 34 | Consumer Finance Examiner 4 |
| 7 | 26241 | 30 | Consumers' Counsel Utility Investigator |
| 14 | 66551 | 30 | Contract Evaluator/Negotiator |
| 5 | 42351 | 03 | Cook 1 |
| 5 | 42352 | 05 | Cook 2 |
| 6 | 30745 | 09 | Correction Farm Supervisor 2 |
| 3 | 46531 | 28 | Correction Officer |
| 3 | 46532 | 29 | Correction Sergeant/Counselor |
| 6 | 53541 | 08 | Correctional Dairy Processing Plant Operator |
| 6 | 46541 | 08 | Correctional Farm Coordinator |
| 6 | 46540 | 04 | Correctional Farm Laborer |
| 3 | 26511 | 28 | Correctional Firefighter |
| 5 | 42451 | 28 | Correctional Food Service Coordinator |
| 5 | 42541 | 28 | Correctional Laundry Coordinator |
| 7 | 52751 | 08 | Correctional Printing Machine Coordinator |
| 14 | 63231 | 28 | Correctional Records Management Officer |
| 4 | 42711 | 05 | Cosmetologist |
| ~~7~~ | ~~21511~~ | ~~28~~ | ~~Cosmetology Examiner~~ |
| 7 | 21512 | 29 | Cosmetology Inspector |
| 7 | 21513 | 30 | Cosmetology Inspector, Trainer & Eval. |
| 7 | 26121 | 30 | Criminal Investigator 1 |
| 7 | 26122 | 31 | Criminal Investigator 2 |
| 14 | 64721 | 32 | Criminal Justice Field Representative |
| 14 | 64712 | 31 | Criminal Justice Planner |
| 14 | 64711 | 30 | Criminal Justice Planning Specialist |
| 14 | 64722 | 33 | Criminal Justice Policy Specialist |
| 13 | 86141 | 33 | Criminalist |
| 5 | 30021 | 04 | Custodial Work Coordinator |
| 5 | 42111 | 02 | Custodial Worker |
| 9 | 64431 | 27 | Customer Service Assistant 1 |
| 9 | 64432 | 28 | Customer Service Assistant 2 |
| 9 | 64433 | 29 | Customer Service Assistant 3 |
| 9 | 16851 | 29 | Customer Service Associate |
| 9 | 64282 | 29 | Customer Service Disabled Veterans Outreach Specialist |
| 9 | 64281 | 29 | Customer Service Representative |

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| B.U. | Class No. | Pay Range | Title |
|---|---|---|---|
| 9 | 64284 | 30 | Customer Service Specialist |
| 7 | 24341 | 29 | Customer Service Specialist 1 |
| 7 | 24342 | 30 | Customer Service Specialist 2 |
| 9 | 64283 | 29 | Customer Service Veterans Employment Representative |
| 6 | 53521 | 04 | Dairy Worker 1 |
| 6 | 53522 | 06 | Dairy Worker 2 |
| 14 | 64151 | 32 | Data Base Analyst 1 |
| 14 | 64152 | 33 | Data Base Analyst 2 |
| 14 | 64153 | 34 | Data Base Analyst 3 |
| 14 | 64154 | 35 | Data Base Analyst 4 |
| 14 | 64155 | 36 | Data Base Analyst 5 |
| 9 | 12351 | 25 | Data Control Technician 1 |
| 9 | 12352 | 26 | Data Control Technician 2 |
| 9 | 12353 | 27 | Data Control Technician 3 |
| 9 | 12331 | 04 | Data Entry Operator 1 |
| 9 | 12332 | 25 | Data Entry Operator 2 |
| 9 | 12333 | 26 | Data Entry Operator 3 |
| 9 | 30403 | 25 | Data Entry Operator 3 |
| 9 | 12341 | 24 | Data Librarian 1 |
| 9 | 12342 | 25 | Data Librarian 2 |
| 9 | 12343 | 26 | Data Librarian 3 |
| 9 | 12321 | 04 | Data Processor 1 |
| 9 | 12322 | 25 | Data Processor 2 |
| 9 | 12323 | 26 | Data Processor 3 |
| 14 | 12380 | 32 | Data Securities Specialist |
| 14 | 12381 | 34 | Data Security Analyst 1 |
| 14 | 12382 | 35 | Data Security Analyst 2 |
| 9 | 12311 | 27 | Data Storage Technician 1 |
| 9 | 12312 | 28 | Data Storage Technician 2 |
| 14 | 12391 | 28 | Data Systems Coordinator 1 |
| 14 | 31421 | 29 | Data Systems Coordinator 1 |
| 14 | 12392 | 29 | Data Systems Coordinator 2 |
| 14 | 31422 | 30 | Data Systems Coordinator 2 |
| 9 | 12821 | 28 | Data Systems Scheduler 1 |
| 9 | 12822 | 29 | Data Systems Scheduler 2 |
| 9 | 12823 | 31 | Data Systems Scheduler 3 |
| 9 | 12824 | 32 | Data Systems Scheduler 4 |
| 9 | 12361 | 24 | Data Technician 1 |
| 9 | 12362 | 25 | Data Technician 2 |
| 14 | 69951 | 33 | Database Administration Specialist 1 |
| 14 | 69952 | 35 | Database Administration Specialist 2 |
| 14 | 69953 | 36 | Database Administration Specialist 3 |

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| B.U. | Class No. | Pay Range | Title |
|---|---|---|---|
| 6 | 53821 | 05 | Delivery Worker |
| 14 | 66981 | 32 | Demographer |
| 4 | 86313 | 27 | Dental Assistant |
| 7 | 21591 | 32 | Dental Board Enforcement Officer |
| 4 | 86311 | 27 | Dental Technician |
| 14 | 63361 | 29 | Deputy Registrar Field Representative |
| 13 | 85421 | 31 | Design Engineer 1 |
| 13 | 85422 | 33 | Design Engineer 2 |
| 13 | 85420 | 30 | Design Engineer Intern |
| 13 | 85821 | 30 | Design Specialist 1 |
| 13 | 85822 | 31 | Design Specialist 2 |
| 13 | 85823 | 33 | Design Specialist 3 |
| 13 | 85824 | 34 | Design Specialist 4 |
| 13 | 85110 | 30 | Designer 1 |
| 13 | 85111 | 32 | Designer 2 |
| 7 | 82221 | 26 | Digital Photo Technician |
| 14 | 16761 | 28 | Disability Claims Adjudicator 1 |
| 14 | 16762 | 30 | Disability Claims Adjudicator 2 |
| 14 | 16763 | 31 | Disability Claims Adjudicator 3 |
| 14 | 16760 | 28 | Disability Claims Development Analyst |
| 14 | 16764 | 32 | Disability Claims Specialist |
| 9 | 16771 | 28 | Disability Insurance Claims Examiner |
| 9 | 16773 | 30 | Disability Insurance Claims Specialist |
| 9 | 64221 | 28 | Disabled Veterans Outreach Specialist |
| 14 | 64911 | 29 | Disaster Services Consultant 1 |
| 14 | 64912 | 32 | Disaster Services Consultant 2 |
| 9 | 14751 | 8 | Dock Coordinator |
| 9 | 12721 | 28 | Document Delivery Technician |
| 14 | 64491 | 30 | Domestic Commercial Officer |
| 7 | 84113 | 28 | Drafting Coordinator |
| 7 | 84111 | 25 | Drafting Technician 1 |
| 7 | 84112 | 27 | Drafting Technician 2 |
| 6 | 54421 | 06 | Dredge Operator 1 |
| 6 | 54422 | 07 | Dredge Operator 2 |
| 7 | 24331 | 28 | Driver License Examiner 1 |
| 7 | 24332 | 29 | Driver License Examiner 2 (CDL) |
| 7 | 24333 | 29 | Driver License Examiner 2 (Lead Worker) |
| 7 | 24334 | 29 | Driver License Examiner 2 (Mobile) |
| 13 | 83451 | 28 | Ecological Analyst 1 |
| 13 | 83452 | 30 | Ecological Analyst 2 |
| 14 | 66321 | 31 | Economist |
| 14 | 69601 | E1 | Education Employee Consultant 1 |

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| B.U. | Class No. | Pay Range | Title |
|---|---|---|---|
| 14 | 69602 | E2 | Education Employee Consultant 2 |
| 14 | 69603 | E3 | Education Employee Consultant 3 |
| 4 | 86331 | 29 | EEG/EKG Technician |
| ~~14~~ | ~~31772~~ | ~~31~~ | ~~EEO Contract Compliance Officer 2~~ |
| 14 | 69162 | 31 | EEO Contract Coordinator |
| 14 | 69161 | 30 | EEO Contract Officer |
| 14 | 69163 | 32 | EEO Contract Specialist |
| 14 | 69160 | 28 | EEO Contract Technician |
| 14 | 69171 | 29 | EEO Enforcement Officer |
| 14 | 69132 | 30 | EEO Officer |
| 14 | 69131 | 27 | EEO Technician |
| 7 | 21211 | 28 | Egg Products Inspector |
| 7 | 24131 | 30 | Electrical Inspector |
| 6 | 52281 | 07 | Electrician 1 |
| 6 | 52282 | 08 | Electrician 2 |
| 7 | 84411 | 29 | Electronic Technician |
| 7 | 52661 | 31 | Electronic Design Coordinator |
| 7 | 52662 | 32 | Electronic Design Specialist |
| 7 | 24141 | 32 | Elevator Inspector |
| 7 | 24140 | 29 | Elevator Inspector Trainee |
| 7 | 24921 | 30 | Embalmer and Funeral Facility Inspector |
| 4 | 65311 | 28 | Emergency Medical Technician - Ambulance |
| 9 | 64681 | 27 | Employee Benefits Coordinator 1 |
| 9 | 64682 | 29 | Employee Benefits Coordinator 2 |
| 14 | 66432 | 31 | Employee Services Specialist |
| 9 | 64224 | 31 | Employment Services Coordinator |
| 9 | 64212 | 28 | Employment Services Counselor |
| 9 | 64210 | 27 | Employment Services Interviewer |
| 9 | 64223 | 31 | Employment Services Manpower |
| 9 | 64211 | 28 | Employment Services Representative |
| 14 | 66971 | 29 | Energy Analyst 1 |
| 14 | 66972 | 32 | Energy Analyst 2 |
| 14 | 66973 | 33 | Energy Program Developer |
| 13 | 66361 | 35 | Energy Specialist |
| 9 | 84371 | 26 | Engineering Clerk |
| 7 | 24971 | 32 | Engineers & Surveyors Enforcement Officer |
| 13 | 83231 | 29 | Entomologist |
| 14 | 66371 | 32 | Environmental Economist |
| 13 | 85712 | 32 | Environmental Engineer 2 |
| 14 | 85881 | 32 | Environmental Grant Analyst |
| 14 | 64461 | 31 | Environmental Public Information Officer |
| 13 | 85861 | 31 | Environmental Specialist 1 |

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| B.U. | Class No. | Pay Range | Title |
|---|---|---|---|
| 13 | 85862 | 32 | Environmental Specialist 2 |
| 13 | 85863 | 33 | Environmental Specialist 3 |
| 13 | 85864 | 34 | Environmental Specialist 4 |
| 7 | 84611 | 27 | Environmental Technician |
| 13 | 65761 | 29 | Epidemiology Investigator 1 |
| 13 | 65762 | 32 | Epidemiology Investigator 2 |
| 13 | 65763 | 33 | Epidemiology Investigator 3 |
| 6 | 30681 | 08 | Equipment Maintenance Coordinator |
| 6 | 54411 | 05 | Equipment Operator 1 |
| 6 | 54412 | 06 | Equipment Operator 2 |
| 6 | 54413 | 07 | Equipment Operator 3 |
| 6 | 54414 | 07 | Equipment Operator 4 |
| 7 | 24511 | 31 | Ergonomist 1 |
| 7 | 24512 | 33 | Ergonomist 2 |
| 7 | 24513 | 34 | Ergonomist 3 |
| 7 | 26221 | 32 | Ethics Commission Special Investigator |
| 4 | 44510 | 27 | Exercise Physiologist Assistant |
| 6 | 52821 | 27 | Exploratory Drill Operator 1 |
| 6 | 52822 | 29 | Exploratory Drill Operator 2 |
| 14 | 66461 | 31 | External Auditor 1 |
| 14 | 66462 | 32 | External Auditor 2 |
| 14 | 66463 | 33 | External Auditor 3 |
| 5 | 42511 | 04 | Fabric Worker 1 |
| 5 | 42512 | 04 | Fabric Worker 2 |
| 6 | 53163 | 11 | Facility Maintenance Specialist 3 |
| 6 | 53531 | 08 | Farm Coordinator |
| 13 | 85621 | 33 | Field Engineer |
| 14 | 66141 | 30 | Financial Institution Examiner 1 |
| 14 | 66142 | 31 | Financial Institution Examiner 2 |
| 14 | 66143 | 33 | Financial Institution Examiner 3 |
| 14 | 66144 | 34 | Financial Institution Examiner 4 |
| 14 | 66145 | 35 | Financial Institution Examiner 5 |
| 14 | 31475 | 34 | Financial Institution Examiner Specialist |
| 14 | 66140 | 29 | Financial Institution Examiner Trainee |
| 14 | 64811 | 28 | Fine Arts Specialist 1 |
| 14 | 64812 | 30 | Fine Arts Specialist 2 |
| 14 | 64813 | 32 | Fine Arts Specialist 3 |
| 7 | 26591 | 07 | Firefighter |
| 14 | 26541 | 28 | Fire Safety Educator 1 |
| 14 | 26542 | ~~29~~**30** | Fire Safety Educator 2 |
| 7 | 26521 | 30 | Fire Safety Inspector |
| 7 | 26560 | 29 | Fire Training Equipment Technician |

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| B.U. | Class No. | Pay Range | Title |
|---|---|---|---|
| 14 | 26561 | 30 | Fire Training Officer 1 |
| 14 | 26562 | 31 | Fire Training Officer 2 |
| 14 | 66531 | 30 | Fiscal Specialist 1 |
| 14 | 66532 | 32 | Fiscal Specialist 2 |
| 13 | 22271 | 30 | Fisheries Biologist 1 |
| 13 | 22272 | 31 | Fisheries Biologist 2 |
| 6 | 22221 | 27 | Fish Management Technician |
| 13 | 22222 | 29 | Fish Management Unit Leader |
| 13 | 22232 | 29 | Fish Hatchery Coordinator |
| 5 | 42441 | 30 | Food Consultant |
| 7 | 21291 | 31 | Food Safety Specialist 1 |
| 7 | 21292 | 32 | Food Safety Specialist 2 |
| 5 | 42411 | 04 | Food Service Coordinator 1 |
| 5 | 42412 | 06 | Food Service Coordinator 2 |
| 5 | 42341 | 01 | Food Service Worker |
| 14 | 67411 | 33 | Forensic Computer Specialist 1 |
| 14 | 67412 | 34 | Forensic Computer Specialist 2 |
| 13 | 22321 | 28 | Forestry Technician |
| 13 | 22322 | 30 | Forester |
| 14 | 63111 | 29 | Forms Analyst 1 |
| 14 | 63112 | 30 | Forms Analyst 2 |
| 9 | 63141 | 26 | Forms Control Specialist |
| 7 | 21221 | 29 | Fruit and Vegetable Inspector |
| 4 | 44211 | 26 | General Activities Therapist 1 |
| 4 | 44212 | 27 | General Activities Therapist 2 |
| 13 | 83821 | 29 | Geologist 1 |
| 13 | 83822 | 31 | Geologist 2 |
| 13 | 83823 | 32 | Geologist 3 |
| 13 | 83824 | 33 | Geologist 4 |
| 7 | 83820 | 28 | Geology Technician |
| 14 | 85671 | 29 | GIMS Technician 1 |
| 14 | 85672 | 30 | GIMS Technician 2 |
| 14 | 85771 | 30 | GIMS Specialist 1 |
| 14 | 85772 | 32 | GIMS Specialist 2 |
| 6 | 53621 | 04 | Golf Course Worker 1 |
| 6 | 53622 | 06 | Golf Course Worker 2 |
| 7 | 21122 | 30 | Grain, Feed & Seed Examiner |
| 7 | 21261 | 32 | Grain Warehouse Financial Analyst |
| 14 | 63161 | 28 | Grants Coordinator 1 |
| 14 | 63162 | 30 | Grants Coordinator 2 |
| 7 | 82111 | 27 | Graphic Artist |
| 6 | 53611 | 04 | Groundskeeper 1 |

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| B.U. | Class No. | Pay Range | Title |
|---|---|---|---|
| 6 | 53612 | 05 | Groundskeeper 2 |
| 6 | 53613 | 06 | Groundskeeper 3 |
| 7 | 23161 | 31 | Hazardous Materials Investigation Specialist 1 |
| 7 | 23162 | 33 | Hazardous Materials Investigation Specialist 2 |
| 7 | 64921 | 31 | Hazardous Materials Specialist |
| 7 | 26291 | 32 | Healthcare Investigator Specialist |
| 9 | 17221 | 28 | Health Financial Resource Specialist |
| 14 | 64361 | 27 | Health Information Technician 1 |
| 14 | 64362 | 29 | Health Information Technician 2 |
| ~~13~~ | ~~84641~~ | ~~30~~ | ~~Health Physicist 1~~ |
| 13 | 84642 | 31 | Health Physicist ~~2~~ |
| 13 | 84643 | 33 | **Senior** Health Physicist ~~3~~ |
| 14 | 63821 | 27 | Hearing Assistant |
| 14 | 63831 | 31 | Hearing Officer |
| 9 | 12711 | 04 | Hearings Bailiff |
| 7 | 24151 | 30 | High Pressure Piping Inspector |
| 6 | 53211 | 05 | Highway Maintenance Worker 1 |
| 6 | 53212 | 06 | Highway Maintenance Worker 2 |
| 6 | 53213 | 07 | Highway Maintenance Worker 3 |
| 6 | 53214 | 08 | Highway Maintenance Worker 4 |
| 7 | 53771 | 06 | Highway Technician 1 |
| 7 | 53772 | 07 | Highway Technician 2 |
| 7 | 53773 | 08 | Highway Technician 3 |
| 7 | 53774 | 09 | Highway Technician 4 |
| 7 | 53775 | 10 | Highway Technician 5 |
| **7** | **53781** | **07** | **Highway Technician Equipment Specialist** |
| 13 | 65951 | 31 | Histotechnologist |
| 13 | 83831 | 27 | Horticulturist 1 |
| 13 | 83832 | 28 | Horticulturist 2 |
| 4 | 44111 | 04 | Hospital Aide |
| 4 | 44113 | 26 | Hospital Aide Coordinator 1 |
| 4 | 44114 | 27 | Hospital Aide Coordinator 2 |
| 14 | 67341 | 32 | Housing Default Analyst |
| 14 | 67331 | 31 | Housing Development Analyst |
| 14 | 67332 | 33 | Housing Development Planner |
| 14 | 67351 | 28 | Housing Examiner ~~1~~ **Trainee** |
| 14 | 67352 | ~~30~~ **31** | Housing Examiner ~~2~~ |
| ~~14~~ | ~~67353~~ | ~~31~~ | ~~Housing Examiner 3~~ |
| ~~14~~ | ~~67354~~ | ~~32~~ | ~~Housing Examiner 4~~ |
| 14 | 67321 | 30 | Housing Grant Analyst 1 |
| 14 | 67322 | 32 | Housing Grant Analyst 2 |
| 14 | 67323 | 33 | Housing Grant Analyst 3 |

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| B.U. | Class No. | Pay Range | Title |
|---|---|---|---|
| 14 | 63921 | 34 | Industrial Commission District Hearing Officer 1 |
| 14 | 63922 | 35 | Industrial Commission District Hearing Officer 2 |
| 14 | 63923 | 36 | Industrial Commission Staff Hearing Officer 1 |
| 7 | 24391 | 31 | Industrial Inspector |
| 7 | 24481 | 28 | Industrial Safety Consultant 1 |
| 7 | 24482 | 29 | Industrial Safety Consultant 2 |
| 7 | 24483 | 31 | Industrial Safety Consultant 3 |
| 7 | 24484 | 33 | Industrial Safety Consultant Specialist |
| 7 | 24471 | 30 | Industrial Safety Hygienist 1 |
| 7 | 24472 | 31 | Industrial Safety Hygienist 2 |
| 7 | 24473 | 33 | Industrial Safety Hygienist 3 |
| 7 | 24474 | 34 | Industrial Safety Hygienist 4 |
| 7 | 31784 | 34 | Industrial Safety Hygienist 4 |
| 7 | 24411 | 29 | Industrial Safety Inspector |
| 14 | 69921 | 30 | Information Technologist 1 |
| 14 | 69922 | 32 | Information Technologist 2 |
| 14 | 69923 | 33 | Information Technologist 3 |
| 14 | 64161 | 35 | Information Technology Consultant 1 |
| 14 | 64162 | 36 | Information Technology Consultant 2 |
| 14 | 64411 | 27 | Information Writer 1 |
| 14 | 64412 | 29 | Information Writer 2 |
| 14 | 69931 | 33 | Infrastructure Specialist 1 |
| 14 | 69932 | 34 | Infrastructure Specialist 2 |
| 14 | 69933 | 35 | Infrastructure Specialist 3 |
| 14 | 69934 | 36 | Infrastructure Specialist 4 |
| 7 | 26181 | 27 | Institutional Identification Officer |
| 14 | 66731 | 31 | Insurance Actuarial Analyst 1 |
| 14 | 66732 | 33 | Insurance Actuarial Analyst 2 |
| 14 | 66733 | 35 | Insurance Actuarial Analyst 3 |
| 14 | 66734 | 36 | Insurance Actuarial Analyst 4 |
| 7 | 67231 | 30 | Insurance Complaint Analyst 1 |
| 7 | 67232 | 31 | Insurance Complaint Analyst 2 |
| 7 | 67233 | 32 | Insurance Complaint Analyst 3 |
| 14 | 67211 | 30 | Insurance Compliance Examiner 1 |
| 14 | 67212 | 32 | Insurance Compliance Examiner 2 |
| 14 | 67213 | 33 | Insurance Compliance Examiner 3 |
| 14 | 66741 | 31 | Insurance Contract Analyst 1 |
| 14 | 66742 | 32 | Insurance Contract Analyst 2 |
| 14 | 66743 | 33 | Insurance Contract Analyst 3 |
| 14 | 66744 | 34 | Insurance Contract Analyst 4 |
| 14 | 66745 | 35 | Insurance Contract Analyst 5 |
| 14 | 67221 | 33 | Insurance Examination Data Specialist |

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| B.U. | Class No. | Pay Range | Title |
|---|---|---|---|
| 14 | 66721 | 31 | Insurance Examiner |
| 14 | 66722 | 32 | Insurance Examiner/Analyst |
| 14 | 66720 | 30 | Insurance Examiner Trainee |
| 7 | 26271 | 30 | Insurance Investigation Officer 1 |
| 7 | 26272 | 32 | Insurance Investigation Officer 2 |
| 7 | 26273 | 33 | Insurance Investigation Officer 3 |
| 7 | 66771 | 30 | Insurance Licensing Examiner |
| 7 | 24120 | 30 | Interim Boiler Inspector |
| 7 | 24130 | 30 | Interim Electrical Inspector |
| 14 | 66481 | 32 | Internal Auditor |
| 14 | 66411 | 31 | Internal Auditor 1 |
| 14 | 66412 | 32 | Internal Auditor 2 |
| 14 | 66413 | 33 | Internal Auditor 3 |
| 14 | 66421 | 30 | Internal EDP Auditor 1 |
| 14 | 66422 | 34 | Internal EDP Auditor 2 |
| 14 | 64381 | 32 | International Commercial Officer |
| 9 | 64551 | 26 | Inventory Control Specialist 1 |
| 14 | 64552 | 28 | Inventory Control Specialist 2 |
| 7 | 26211 | 31 | Investigator |
| 7 | 26210 | 27 | Investigator Assistant |
| 14 | 69971 | 36 | IT Architect/Consultant 1 |
| 14 | 67141 | 31 | IT Quality Control Analyst 1 |
| 14 | 67142 | 33 | IT Quality Control Analyst 2 |
| 14 | 64731 | 32 | Jail Inspector |
| 3 | 46514 | 28 | Juvenile Correctional Officer |
| 6 | 52341 | 11 | Lab Machinist |
| 14 | 66331 | 28 | Labor Market Analyst 1 |
| 14 | 66332 | 30 | Labor Market Analyst 2 |
| 14 | 66333 | 31 | Labor Market Analyst 3 |
| 7 | 86110 | 02 | Laboratory Assistant |
| 6 | 52341 | 09 | Laboratory Machinist |
| 13 | 63281 | 30 | Laboratory Facilities Planner |
| 6 | 53161 | 7 | Laboratory Facility Maintenance Specialist 1 |
| 6 | 53162 | 9 | Laboratory Facility Maintenance Specialist 2 |
| 13 | 83291 | 29 | Laboratory Scientist 1 |
| 13 | 83292 | 31 | Laboratory Scientist 2 |
| 13 | 83293 | 32 | Laboratory Scientist 3 |
| 7 | 86111 | 24 | Laboratory Technician 1 |
| 7 | 86112 | 27 | Laboratory Technician 2 |
| 7 | 86113 | 27 | Laboratory Technologist |
| 6 | 53811 | 02 | Laborer |
| 6 | 53813 | 04 | Laborer Crew Leader |

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| B.U. | Class No. | Pay Range | Title |
|---|---|---|---|
| 13 | 85911 | 31 | Landscape Architect 1 |
| 13 | 85912 | 32 | Landscape Architect 2 |
| 13 | 85910 | 28 | Landscape Architect Aide |
| 5 | 42521 | 01 | Laundry Worker |
| 14 | 63841 | 30 | Law Clerk |
| 7 | 82121 | 29 | Layout Design Artist |
| 7 | 82122 | 29 | Layout Design Coordinator |
| 14 | 63840 | 28 | Legal Intern |
| 14 | 63511 | 33 | Liaison Officer 1 |
| 9 | 18311 | 25 | Library Assistant 1 |
| 9 | 18312 | 27 | Library Assistant 2 |
| 9 | 18313 | 27 | Library Associate |
| 4 | 44261 | 28 | Licensed Physical Therapy Assistant |
| 4 | 44161 | 10 | Licensed Practical Nurse |
| 7 | 26592 | 08 | Lieutenant Firefighter |
| 13 | 86151 | 31 | Liquor Control Chemist |
| 7 | 21111 | 29 | Livestock Inspector |
| 6 | 22551 | 07 | Lock Area Technician |
| 6 | 52861 | 08 | Locksmith |
| 6 | 53851 | 08 | Lottery Delivery Worker |
| 14 | 46131 | 26 | Lottery Game Security Specialist |
| 14 | 64581 | 30 | Lottery Ticket Sales Rep 1 |
| 14 | 64582 | 31 | Lottery Ticket Sales Rep 2 |
| 6 | 52311 | 07 | Machinist 1 |
| 6 | 52312 | 08 | Machinist 2 |
| 9 | 12731 | 04 | Mail Clerk/Messenger |
| 9 | 12732 | 05 | Mail Clerk/Screener |
| 6 | 53121 | 06 | Maintenance Inspector |
| 6 | 53111 | 04 | Maintenance Repair Worker 1 |
| 6 | 53112 | 05 | Maintenance Repair Worker 2 |
| 6 | 53113 | 07 | Maintenance Repair Worker 3 |
| 14 | 63211 | 30 | Management Analyst |
| 14 | 66340 | 27 | Market Reporter |
| 14 | 64391 | 32 | Marketing Development Analyst |
| 6 | 52211 | 07 | Mason |
| 7 | 84321 | 26 | Materials Controller 1 |
| 7 | 84322 | 27 | Materials Controller 2 |
| 7 | 84323 | 29 | Materials Controller 3 |
| 7 | 21231 | 30 | Meat Inspector |
| 7 | 21230 | 28 | Meat Inspector Trainee |
| 5 | 42321 | 04 | Meatcutter |
| 9 | 14721 | 04 | Mechanical Stores Clerk |

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| B.U. | Class No. | Pay Range | Title |
|---|---|---|---|
| 7 | 21531 | 31 | Medical Board Compliance Agent |
| 7 | 21541 | 32 | Medical Board Enforcement Investigator |
| 9 | 12411 | 27 | Medical Record Document Specialist |
| 9 | 12621 | 27 | Medical Word Processing Transcriptionist |
| 13 | 65221 | 30 | Mental Health Administrator 1 |
| 4 | 30881 | 26 | Mental Health Technician 1 |
| 7 | 24710 | 31 | Mine Rescue Operations Coordinator |
| 7 | 24711 | 31 | Mine Safety Inspector 1 |
| 7 | 24712 | 33 | Mine Safety Inspector 2 |
| 7 | 22931 | 30 | Mineral Resources Insp. 1 |
| 7 | 22932 | 31 | Mineral Resources Insp. 2 |
| 7 | 22933 | 32 | Mineral Resources Insp. 3 |
| 14 | 64181 | 31 | Minicomputer Operations Technician |
| 14 | 64182 | 33 | Minicomputer Systems Programmer |
| 14 | 69151 | 28 | Minority Business Coordinator |
| 14 | 69150 | 28 | Minority Business Officer |
| 14 | 69191 | 30 | Minority Procurement Analyst 1 |
| 14 | 69192 | 32 | Minority Procurement Analyst 2 |
| 14 | 69193 | 32 | Minority Procurement Coordinator |
| 7 | 23111 | 29 | Motor Carrier Enforcement Inspector |
| 6 | 52141 | 06 | Motor Fleet Coordinator |
| 6 | 52142 | 07 | Motor Fleet Coordinator Specialist |
| 14 | 24321 | 30 | Motor Vehicle Investigator |
| 7 | 24351 | 28 | Motor Vehicle Inspector |
| 6 | 53831 | 04 | Mover 1 |
| 6 | 53832 | 07 | Mover 2 |
| 9 | 16211 | 01 | Museum Associate 1 |
| 9 | 16212 | 03 | Museum Associate 2 |
| 13 | 85741 | 32 | Natural Resources Engineer 1 |
| 13 | 85742 | 33 | Natural Resources Engineer 2 |
| 13 | 85740 | 31 | Natural Resources Engineer Intern |
| 6 | 22611 | 03 | Natural Resources Worker |
| 13 | 22541 | 28 | Naturalist |
| 13 | 22540 | 26 | Naturalist Aide |
| 6 | 22242 | 07 | Net Construction Specialist |
| 6 | 22241 | 05 | Net Constructor |
| 14 | 67131 | 32 | Network Administrator 1 |
| 14 | 67132 | 33 | Network Administrator 2 |
| 14 | 67133 | 34 | Network Administrator 3 |
| 14 | 67191 | 32 | Network Services Technician 1 |
| 14 | 67192 | 33 | Network Services Technician 2 |
| 14 | 67193 | 34 | Network Services Technician 3 |

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| B.U. | Class No. | Pay Range | Title |
|---|---|---|---|
| 14 | 67194 | 35 | Network Services Technician 4 |
| 14 | 67195 | 36 | Network Services Technician 5 |
| 9 | 66931 | 27 | Nosologist |
| 7 | 24123 | 31 | Nuclear Boiler Inspector |
| 13 | 22351 | 27 | Nursery Technician |
| 7 | 21621 | 32 | Nursing Board Enforcement Agent |
| 4 | 44310 | 29 | Occupational Therapy Assistant |
| 14 | 69471 | 32 | ODJFS Case Management Analyst |
| 14 | 63971 | 32 | ODJFS Hearing Officer 1 |
| 14 | 63972 | 33 | ODJFS Hearing Officer 2 |
| 9 | 64222 | 31 | ODJFS Program Monitor |
| 9 | 12511 | 25 | Office Assistant 1 |
| 9 | 12512 | 26 | Office Assistant 2 |
| 9 | 12513 | 27 | Office Assistant 3 |
| 6 | 52251 | 07 | Painter 1 |
| 6 | 52252 | 08 | Painter 2 |
| 14 | 63810 | 27 | Paralegal/Legal Assistant 1 |
| 14 | 63811 | 29 | Paralegal/Legal Assistant 2 |
| 4 | 65313 | 29 | Paramedic |
| 6 | 53841 | 03 | Parking Facilities Attendant 1 |
| 6 | 53842 | 04 | Parking Facilities Attendant 2 |
| 6 | 22511 | 05 | Parks Conservation Aide |
| 6 | 22513 | 07 | Parks Conservation Coordinator |
| 14 | 63711 | 33 | Parole Board Hearing Officer |
| 14 | 64561 | 29 | Penal Industries Sales Representative |
| 6 | 46552 | 29 | Penal Workshop Quality Control Specialist |
| 6 | 46551 | 28 | Penal Workshop Specialist |
| 9 | 31091 | 27 | Permit Technician 1 |
| 9 | 84571 | 26 | Permit Technician 1 |
| 9 | 84572 | 30 | Permit Technician 2 |
| 4 | 17331 | 05 | Personal Services Worker |
| 9 | 64620 | 26 | Personnel Aide |
| 14 | 64671 | 28 | Personnel Testing Specialist 1 |
| 14 | 64672 | 30 | Personnel Testing Specialist 2 |
| 14 | 64673 | 32 | Personnel Testing Specialist 3 |
| 7 | 21172 | 30 | Pesticide/Fertilizer Inspector |
| ~~4~~ | ~~42741~~ | ~~05~~ | ~~Pharmacy Attendant~~ |
| 7 | 21561 | 33 | Pharmacy Board Compliance Agent |
| 4 | 86121 | 27 | Phlebotomist |
| 7 | 82322 | 29 | Photogrammetrist 1 |
| 7 | 82323 | 30 | Photogrammetrist 2 |
| 7 | 82324 | 31 | Photogrammetrist 3 |

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| B.U. | Class No. | Pay Range | Title |
|---|---|---|---|
| 7 | 82320 | 27 | Photogrammetry Technician 1 |
| 7 | 82321 | 28 | Photogrammetry Technician 2 |
| 7 | 82210 | 28 | Photographer |
| 7 | 82212 | 29 | Photojournalist |
| 13 | 85311 | 28 | Planner 1 |
| 13 | 85312 | 30 | Planner 2 |
| 13 | 85313 | 32 | Planner 3 |
| 13 | 85411 | 34 | Planning Engineer 1 |
| 13 | 85211 | 34 | Plans Examiner |
| 13 | 21181 | 32 | Plant Pathologist |
| 7 | 21161 | 30 | Plant Pest Control Specialist |
| 6 | 52221 | 06 | Plasterer |
| 6 | 52261 | 07 | Plumber 1 |
| 6 | 52262 | 08 | Plumber 2 |
| 7 | 24161 | 30 | Plumbing Inspector 1 |
| 7 | 24162 | 31 | Plumbing Inspector 2 |
| 7 | 24312 | 28 | Portable Load Limit Inspector |
| 7 | 21212 | 26 | Poultry Products Inspector |
| 6 | 22411 | 28 | Preserve Manager Aide |
| 9 | 52760 | 29 | Printing Coordinator |
| 7 | 52731 | 08 | Printing Machine Operator |
| 7 | 52741 | 31 | Printing Standards Analyst |
| 14 | 64141 | 32 | Programmer Specialist 1 |
| 14 | 64142 | 33 | Programmer Specialist 2 |
| 14 | 64111 | 30 | Programmer/Analyst 1 |
| 14 | 64112 | 32 | Programmer/Analyst 2 |
| 14 | 64113 | 33 | Programmer/Analyst 3 |
| 14 | 64114 | 34 | Programmer/Analyst 4 |
| 14 | 64115 | 35 | Programmer/Analyst 5 |
| 7 | 31561 | 26 | Project Inspector 1 |
| 7 | 84351 | 27 | Project Inspector 1 |
| 7 | 31562 | 29 | Project Inspector 2 |
| 7 | 84352 | 30 | Project Inspector 2 |
| 14 | 84561 | 27 | Property Agent |
| 14 | 84563 | 29 | Property Agent Coordinator |
| 14 | 84531 | 28 | Property Management Specialist |
| 14 | 66191 | 31 | Provider Reimbursement Analyst 1 |
| 14 | 66192 | 32 | Provider Reimbursement Analyst 2 |
| 14 | 16731 | 28 | Provider Relations Representative 1 |
| 14 | 16732 | 30 | Provider Relations Representative 2 |
| 3 | 44141 | 27 | Psychiatric Attendant |
| 3 | 44142 | 28 | Psychiatric Attendant Coordinator |

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| B.U. | Class No. | Pay Range | Title |
|---|---|---|---|
| 13 | 83261 | 32 | Public Health Entomologist |
| 14 | 64420 | 30 | Public Information Specialist |
| 7 | 26251 | 30 | Public Utilities Customer Service Investigator |
| 7 | 23191 | 33 | Public Utilities Electric Coordinator |
| 7 | 23181 | 33 | Public Utilities Gas Pipeline Safety Compliance Invest. |
| 7 | 23121 | 30 | Public Utilities Transportation Examiner |
| 14 | 63151 | 28 | Publication Specialist 1 |
| 14 | 63152 | 30 | Publication Specialist 2 |
| 14 | 64413 | 31 | Publications Editor |
| 14 | 64522 | 28 | Purchasing Agent |
| 9 | 64520 | 26 | Purchasing Assistant |
| 14 | 64523 | 30 | Purchasing Coordinator |
| 14 | 64521 | 28 | Purchasing Specialist |
| **4** | **42741** | **05** | **Qualified Pharmacy Technician** |
| 7 | 24911 | 27 | Racing Inspector |
| 7 | 24461 | 30 | Radiation Safety Officer 1 |
| 7 | 24462 | 31 | Radiation Safety Officer 2 |
| 9 | 52441 | 05 | Radio Dispatcher |
| 4 | 86321 | 30 | Radiographer |
| 9 | 52431 | 06 | Radio Operator |
| 7 | 52421 | 07 | Radio Technician 1 |
| 7 | 52422 | 09 | Radio Technician 2 |
| 7 | 52423 | 10 | Radio Technician Specialist |
| 7 | 84631 | 32 | Radiological Analyst |
| 7 | 84421 | 29 | Radiological Instrument Technician 1 |
| 7 | 84422 | 30 | Radiological Instrument Technician 2 |
| 7 | 84423 | 31 | Radiological Instrument Technician 3 |
| 7 | 23311 | 29 | Railroad Inspector 1 |
| 7 | 23312 | 31 | Railroad Inspector 2 |
| 7 | 23313 | 32 | Railroad Inspector 3 |
| 14 | 84591 | 30 | Real Estate Disposition Coordinator |
| 14 | 84592 | 31 | Real Estate Specialist |
| 14 | 84541 | 28 | Real Property Tax Appraiser 1 |
| 14 | 84542 | 30 | Real Property Tax Appraiser 2 |
| 14 | 84543 | 32 | Real Property Tax Appraiser 3 |
| 14 | 84521 | 28 | Realty Specialist 1 |
| 14 | 84522 | 30 | Realty Specialist 2 |
| 14 | 84523 | 31 | Realty Specialist 3 |
| 14 | 63271 | 27 | Records Management Officer |
| 4 | 18531 | 04 | Recreation Aide |
| 14 | 53221 | 32 | Regional Equipment Training Specialist |
| 4 | 18141 | 25 | Rehabilitation Aide |

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| B.U. | Class No. | Pay Range | Title |
|---|---|---|---|
| 9 | 12421 | 25 | Reproduction Equipment Operator 1 |
| 9 | 12422 | 27 | Reproduction Equipment Operator 2 |
| 6 | 54461 | 31 | Research Vessel Operator |
| 14 | 66921 | 28 | Researcher 1 |
| 14 | 66922 | 30 | Researcher 2 |
| 14 | 31863 | 32 | Researcher 3 |
| 14 | 66923 | 32 | Researcher 3 |
| 6 | 52361 | 09 | Restoration Mason |
| 14 | 84711 | 27 | Road Inventory Specialist 1 |
| 14 | 84712 | 28 | Road Inventory Specialist 2 |
| 6 | 53631 | 04 | Roadside Park Caretaker 1 |
| 6 | 53632 | 05 | Roadside Park Caretaker 2 |
| 6 | 53633 | 07 | Roadside Park Caretaker 3 |
| 6 | 53241 | 05 | Routemarker 1 |
| 6 | 53242 | 08 | Routemarker 2 |
| 7 | 24433 | 30 | Safety and Health Compliance Inspector |
| 7 | 24442 | 33 | Safety and Health Consultant |
| 7 | 24441 | 32 | Safety and Health Coordinator |
| 7 | 24431 | 28 | Safety and Health Inspector 1 |
| 7 | 24432 | 29 | Safety and Health Inspector 2 |
| 7 | 31342 | 29 | Safety and Health Inspector 2 |
| 9 | 66752 | 29 | Safety Responsibility Evaluator 2 |
| 9 | 12431 | 04 | Salvage Machine Operator |
| 13 | 65731 | 32 | Sanitarian Program Specialist 1 |
| 13 | 65732 | 33 | Sanitarian Program Specialist 2 |
| 6 | 30723 | 08 | Sawyer 3 |
| 13 | 22861 | 28 | Scenic River Aide |
| 13 | 22862 | 30 | Scenic River Coordinator |
| 9 | 12551 | 27 | Secretary |
| 14 | 66611 | 31 | Securities Analyst 1 |
| 14 | 66612 | 32 | Securities Analyst 2 |
| 14 | 66613 | 33 | Securities Analyst 3 |
| 14 | 66614 | 34 | Securities Analyst 4 |
| 14 | 66581 | 29 | Securities Examiner 1 |
| 14 | 66582 | 30 | Securities Examiner 2 |
| 14 | 66591 | 31 | Securities Specialist 1 |
| 14 | 66592 | 32 | Securities Specialist 2 |
| 14 | 66593 | 33 | Securities Specialist 3 |
| 14 | 66594 | 34 | Securities Specialist 4 |
| 3 | 46111 | 25 | Security Officer 1 |
| 3 | 46112 | 26 | Security Officer 2 |
| 3 | 30211 | 07 | Security Technician 1 |

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| B.U. | Class No. | Pay Range | Title |
|---|---|---|---|
| 7 | 21153 | 29 | Seed Analyst |
| 14 | 66482 | 33 | Senior Internal Auditor |
| 9 | 66521 | 27~~/28~~ | Shared Services Associate |
| 6 | 52271 | 07 | Sheet Metal Worker 1 |
| 6 | 52272 | 08 | Sheet Metal Worker 2 |
| 3 | 22591 | 27 | Shooting Range Attendant |
| 6 | 53411 | 08 | Sign Fabrication Technician |
| 6 | 53322 | 07 | Signal Electrician 1 |
| 6 | 53323 | 08 | Signal Electrician 2 |
| 6 | 53320 | 05 | Signal Electrician Assistant |
| 4 | 17321 | 05 | Social Service Aide |
| 7 | 69481 | 28 | Social Services Licensing Specialist |
| 14 | 65261 | 32 | Social Sciences Research Analyst |
| 14 | 65262 | 33 | Social Sciences Research Specialist |
| 14 | 69941 | 33 | Software Development Specialist 1 |
| 14 | 69942 | 34 | Software Development Specialist 2 |
| 14 | 69943 | 35 | Software Development Specialist 3 |
| 14 | 69944 | 36 | Software Development Specialist 4 |
| 6 | 53261 | 28 | Soils Foundation Technician |
| 13 | 83811 | 31 | Soils Resource Specialist |
| 14 | 63280 | 28 | Space Planner |
| 9 | 66221 | 27 | State Accountant Examiner |
| 14 | 66231 | 31 | State Accounting Specialist |
| 7 | 84341 | 30 | State Architect's Office Field Inspector |
| 14 | 16521 | 30 | State Payroll Specialist 1 |
| 14 | 16522 | 31 | State Payroll Specialist 2 |
| 14 | 64541 | 33 | State Procurement Analyst |
| 14 | 64530 | 27 | State Purchasing Assistant |
| 14 | 64532 | 31 | State Purchasing Procurement Coordinator |
| 14 | 64533 | 32 | State Purchasing Procurement Support Analyst |
| 14 | 64531 | 28 | State Purchasing Specialist |
| 14 | 64534 | 32 | State Purchasing Standards Analyst |
| 14 | 63291 | 30 | State Records Management Analyst |
| 9 | 12441 | 27 | State Records Technician 1 |
| 9 | 12442 | 28 | State Records Technician 2 |
| 6 | 54531 | 08 | Stationary Engineer 1 |
| 6 | 54532 | 09 | Stationary Engineer 2 |
| 7 | 24311 | 27 | Stationary Load Limit Inspector |
| 14 | 66911 | 29 | Statistician 1 |
| 14 | 66912 | 30 | Statistician 2 |
| 9 | 12121 | 27 | Statistics Clerk |
| 9 | 30931 | 26 | Statistics Clerk |

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| B.U. | Class No. | Pay Range | Title |
|---|---|---|---|
| 7 | 54571 | 30 | Steam Engineer Examiner |
| 6 | 52231 | 07 | Steam Fitter 1 |
| 6 | 52232 | 08 | Steam Fitter 2 |
| 9 | 14741 | 25 | Storekeeper 1 |
| 9 | 30811 | 25 | Storekeeper 1 |
| 9 | 14742 | 27 | Storekeeper 2 |
| 9 | 14711 | 03 | Stores Clerk |
| 14 | 66171 | 29 | Student Loan Auditor |
| 14 | 66173 | 31 | Student Loan Consultant |
| 9 | 66561 | 26 | Student Loan Specialist 1 |
| 9 | 66562 | 27 | Student Loan Specialist 2 |
| 9 | 66563 | 28 | Student Loan Specialist 3 |
| 9 | 17211 | 27 | Supplemental Income Claims Processor |
| 7 | 84211 | 26 | Survey Technician 1 |
| 7 | 84212 | 28 | Survey Technician 2 |
| 7 | 84213 | 29 | Survey Technician 3 |
| 13 | 85561 | 32 | Surveyor |
| 7 | 85560 | 30 | Surveyor Trainee |
| 14 | 64121 | 34 | Systems Analyst 1 |
| 14 | 64122 | 35 | Systems Analyst 2 |
| 14 | 64123 | 36 | Systems Analyst 3 |
| 14 | 64191 | 33 | Systems Programmer 1 |
| 14 | 64192 | 34 | Systems Programmer 2 |
| 14 | 64193 | 35 | Systems Programmer 3 |
| 14 | 64194 | 36 | Systems Programmer 4 |
| 6 | 52851 | 06 | Tailor |
| 14 | 66851 | 30 | Tax Auditor Agent 1 |
| 14 | 66852 | 31 | Tax Auditor Agent 2 |
| 14 | 66853 | 32 | Tax Auditor Agent 3 |
| 14 | 66854 | 33 | Tax Auditor Agent 4 |
| 14 | 66855 | 34 | Tax Auditor Agent 5 |
| 14 | 66811 | 28 | Tax Commissioner Agent 1 |
| 14 | 66812 | 29 | Tax Commissioner Agent 2 |
| 14 | 66813 | 30 | Tax Commissioner Agent 3 |
| 14 | 66814 | 31 | Tax Commissioner Agent 4 |
| 14 | 66815 | 32 | Tax Commissioner Agent 5 |
| 9 | 84361 | 26 | Technical Writer 1 |
| 9 | 84362 | 28 | Technical Writer 2 |
| 14 | 64691 | 34 | Technology - Based Training Developer |
| 14 | 52491 | 34 | Telecommunications Analyst 1 |
| 14 | 52492 | 35 | Telecommunications Analyst 2 |
| 14 | 66511 | 31 | Telecommunications Billing Analyst |

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| B.U. | Class No. | Pay Range | Title |
|---|---|---|---|
| 14 | 52481 | 09 | Telecommunications Network Operator 1 |
| 14 | 52482 | 11 | Telecommunications Network Operator 2 |
| 14 | 52483 | 12 | Telecommunications Network Operator 3 |
| 9 | 52521 | 28 | Telecommunications Operator 1 |
| 9 | 52522 | 29 | Telecommunications Operator 2 |
| 14 | 52490 | 30 | Telecommunications Service Request Coordinator |
| 14 | 67111 | 33 | Telecommunications Systems Analyst 1 |
| 14 | 67112 | 34 | Telecommunications Systems Analyst 2 |
| 14 | 67113 | 35 | Telecommunications Systems Analyst 3 |
| 9 | 52411 | 08 | Telecommunications Technician 1 |
| 9 | 52412 | 10 | Telecommunications Technician 2 |
| 9 | 52413 | 11 | Telecommunications Technician Coordinator |
| 9 | 12131 | 04 | Telephone Operator 1 |
| 9 | 12132 | 25 | Telephone Operator 2 |
| 7 | 23171 | 33 | Telephone Service Quality Coordinator |
| 9 | 64641 | 26 | Test Monitor |
| 4 | 44112 | 05 | Therapeutic Program Worker |
| 4 | 44260 | 26 | Therapy Aide |
| 14 | 84551 | 27 | Title Agent |
| 9 | 64343 | 26 | Tour Coordinator |
| 9 | 64341 | 04 | Tour Guide |
| 9 | 84391 | 27 | Traffic Analyst |
| 6 | 53324 | 09 | Traffic Control Devices Technician |
| 14 | 66761 | 30 | Traffic Safety Specialist |
| 9 | 84381 | 25 | Traffic Technician 1 |
| 9 | 84382 | 26 | Traffic Technician 2 |
| 14 | 64651 | 28 | Trainer |
| 14 | 64652 | 31 | Training Officer |
| 13 | 85641 | 32 | Transportation Engineer 1 |
| 13 | 85642 | 33 | Transportation Engineer 2 |
| 13 | 85640 | 31 | Transportation Engineer Intern |
| 13 | 85871 | 31 | Transportation Technical Specialist |
| 13 | 85873 | 32 | Transportation Technician 1 |
| 13 | 85874 | 33 | Transportation Technician 2 |
| 13 | 85875 | 34 | Transportation Technician 3 |
| 9 | 64371 | 25 | Travel Counselor 1 |
| 9 | 64372 | 26 | Travel Counselor 2 |
| 6 | 54610 | 06 | Treatment Plant Aide |
| 6 | 54613 | 09 | Treatment Plant Coordinator 1 |
| 6 | 54614 | 31 | Treatment Plant Coordinator 2 |
| 6 | 54612 | 08 | Treatment Plant Operator |
| 6 | 54611 | 06 | Treatment Plant Operator in Training |

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| B.U. | Class No. | Pay Range | Title |
|---|---|---|---|
| 7 | 52721 | 08 | Typesetting Technician |
| 14 | 63951 | 34 | UC Administrative Hearing Officer Trainee |
| ~~14~~ | ~~63950~~ | ~~32~~ | ~~UC Administrative Lay Hearing Officer~~ |
| 14 | 66441 | 30 | Unclaimed Funds Auditor 1 |
| 14 | 66442 | 31 | Unclaimed Funds Auditor 2 |
| 14 | 66443 | 32 | Unclaimed Funds Auditor 3 |
| 14 | 66444 | 33 | Unclaimed Funds Auditor 4 |
| 7 | 26231 | 30 | Underground Storage Tank Inspector |
| ~~9~~ | ~~16740~~ | ~~25~~ | ~~Unemployment Claims Examiner 1~~ |
| ~~9~~ | ~~16741~~ | ~~26~~ | ~~Unemployment Claims Examiner 2~~ |
| ~~9~~ | ~~16742~~ | ~~27~~ | ~~Unemployment Claims Examiner 3~~ |
| ~~9~~ | ~~16744~~ | ~~29~~ | ~~Unemployment Claims Examiner 4~~ |
| 9 | 16743 | 28 | Unemployment Claims Fraud Examiner |
| **9** | **16751** | **27** | **Unemployment Compensation Examiner 1** |
| **9** | **16752** | **29** | **Unemployment Compensation Examiner 2** |
| **9** | **16753** | **30** | **Unemployment Compensation Examiner/Specialist 1** |
| **9** | **16754** | **32** | **Unemployment Compensation Examiner/Specialist 2** |
| 9 | 16745 | 30 | Unemployment Claims Specialist 1 |
| 9 | 16746 | 31 | Unemployment Claims Specialist 2 |
| 14 | 66131 | 31 | Unemployment Compensation Compliance Auditor |
| ~~9~~ | ~~66121~~ | ~~26~~ | ~~Unemployment Contribution Examiner 1~~ |
| ~~9~~ | ~~66122~~ | ~~27~~ | ~~Unemployment Contribution Examiner 2~~ |
| ~~9~~ | ~~66123~~ | ~~28~~ | ~~Unemployment Contribution Examiner 3~~ |
| ~~9~~ | ~~66124~~ | ~~30~~ | ~~Unemployment Contribution Examiner 4~~ |
| ~~9~~ | ~~66125~~ | ~~31~~ | ~~Unemployment Contribution Examiner 5~~ |
| 6 | 52831 | 05 | Upholsterer |
| 14 | 63881 | 34 | Utilities Attorney Examiner 1 |
| 14 | 63882 | 35 | Utilities Attorney Examiner 2 |
| 14 | 84581 | 29 | Utilities Relocation Technician 1 |
| 14 | 84582 | 30 | Utilities Relocation Technician 2 |
| 14 | 84583 | 31 | Utilities Relocation Technician 3 |
| 14 | 66941 | 28 | Utility Rate Analyst 1 |
| 14 | 66942 | 30 | Utility Rate Analyst 2 |
| 14 | 66943 | 32 | Utility Rate Analyst Coordinator |
| 14 | 63891 | 34 | Utility Attorney |
| 14 | 66161 | 28 | Utility Auditor 1 |
| 14 | 66162 | 30 | Utility Auditor 2 |
| 14 | 66163 | 32 | Utility Auditor Coordinator |
| 13 | 66951 | 33 | Utility Specialist 1 |
| 13 | 66952 | 34 | Utility Specialist 2 |
| 13 | 66953 | 35 | Utility Specialist 3 |
| 6 | 54441 | 04 | Vehicle Operator 1 |

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| B.U. | Class No. | Pay Range | Title |
|---|---|---|---|
| 6 | 54442 | 06 | Vehicle Operator 2 |
| 9 | 64220 | 28 | Veteran Employment Representative |
| 13 | 65911 | 33 | Veterinarian Specialist |
| 13 | 65931 | 36 | Veterinary Pathologist |
| 7 | 86161 | 28 | Veterinary Pathology Assistant |
| 13 | 65921 | 36 | Veterinary Toxicologist |
| 7 | 52643 | 32 | Videographer |
| 4 | 18131 | 25 | Vocational Instructor 1 |
| 4 | 18132 | 26 | Vocational Instructor 2 |
| 7 | 26281 | 31 | Wage & Hour Investigator |
| 6 | 54640 | 06 | Water Plant Aide |
| 6 | 54641 | 08 | Water Plant Operator-in-Training |
| 6 | 54642 | 28 | Water Plant Operator 1 |
| 6 | 54643 | 29 | Water Plant Operator 2 |
| 6 | 54644 | 30 | Water Plant Operator 3 |
| 7 | 23131 | 33 | Water/Wastewater Service Quality Coordinator |
| 9 | 26941 | 26 | Watercraft Records Specialist 1 |
| 9 | 26942 | 28 | Watercraft Records Specialist 2 |
| 9 | 26951 | 28 | Watercraft Registration Agent 1 |
| 9 | 26952 | 29 | Watercraft Registration Agent 2 |
| 7 | 21251 | 28 | Weights and Measures Inspector 1 |
| 7 | 21252 | 29 | Weights and Measures Inspector 2 |
| 7 | 21253 | 30 | Weights and Measures Technologist |
| 6 | 52321 | 06 | Welder 1 |
| 6 | 30632 | 07 | Welder 2 |
| 6 | 52322 | 07 | Welder 2 |
| 14 | 64591 | 32 | WIC Vendor Specialist |
| 13 | 22213 | 28 | Wildlife Area Coordinator |
| 13 | 31371 | 28 | Wildlife Area Coordinator |
| 13 | 22212 | 27 | Wildlife Area Technician |
| 13 | 22281 | 30 | Wildlife Biologist 1 |
| 13 | 22282 | 31 | Wildlife Biologist 2 |
| 14 | 22192 | 31 | Wildlife Communications Coordinator |
| 14 | 22191 | 30 | Wildlife Communications Specialist |
| 13 | 22851 | 30 | Wildlife Management Consultant |
| 6 | 22280 | 28 | Wildlife Research Technician |
| 9 | 12611 | 26 | Word Processing Specialist 1 |
| 9 | 12612 | 27 | Word Processing Specialist 2 |
| 9 | 16720 | 28 | Workers' Compensation Claims Assistant |
| 9 | 33292 | 29 | Workers' Compensation Claims Representative 2 |
| 9 | 33293 | 30 | Workers' Compensation Claims Representative 3 |
| 9 | 33294 | 31 | Workers' Compensation Claims Representative 4 |

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| B.U. | Class No. | Pay Range | Title |
|---|---|---|---|
| 9 | 16722 | 30 | Workers' Compensation Claims Specialist |
| 9 | 26261 | 32 | BWC Fraud Investigator |
| 9 | 16721 | 29 | Workers' Compensation Medical Claims Spec. |
| 14 | 66791 | 31 | Workers' Compensation Underwriter |
| 9 | 66431 | 31 | Workers' Compensation External Auditor |
| ~~6~~ | ~~22131~~ | ~~27~~ | ~~YCC Work Project Coordinator~~ |
| 3 | 46611 | 06 | Youth Leader (Blind/Deaf School) |

## APPENDIX P - UNIT-SPECIFIC AGREEMENTS (DEPARTMENT OF VETERANS SERVICES AND THE DEPARTMENT OF ~~MENTAL RETARDATION AND~~ DEVELOPMENTAL DISABILITIES)

### UNIT 4 - Overtime

#### 4.1 - Overtime Roster

Bargaining Unit 4 employees shall be canvassed on a quarterly basis for their willingness to work overtime. Employees who wish to be called back for overtime outside of their regular hours shall have a residence telephone and shall provide their phone number to their supervisor. Overtime rosters by classification shall be established for each facility. Employees shall be listed according to State seniority on the appropriate classification overtime roster. The roster shall include all employees within the classification willing to work overtime regardless of the shift. Such overtime rosters shall be provided to the steward. Overtime rosters shall be posted at the sign-in location or in location(s) at the facility which enable employees to review the roster. This list shall be revised and posted each payroll period. The location(s) of overtime rosters is an appropriate subject for facility Labor/Management discussion.

#### 4.2 - Maintenance of the Roster

Overtime rosters shall include the number of voluntary overtime hours worked and refused and shall be updated each payroll period. An employee who is offered but refused

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overtime assignment shall be credited on the roster with the amount of overtime refused. Following the quarterly canvass for willingness to work overtime, the overtime roster shall be purged of voluntary overtime hours worked and refused, and the procedure for the calling of overtime shall begin anew. With the exception of those who refused voluntary overtime during the quarterly canvass, employees who become available for voluntary overtime shall be placed on the appropriate classification roster by State seniority but shall be credited with the same number of voluntary hours worked and refused as the employee on the roster with the greatest number of voluntary hours worked and refused.

**4.3** Should Management determine the need for overtime, the following procedure should be applied:

A. Initial distribution of voluntary overtime shall be based on seniority within the classification regularly assigned the work starting with the most senior employee in the classification.

B. After the initial distribution, voluntary overtime shall be equitably distributed on a rotating basis to those employees within the classification having the least amount of overtime worked and refused. After the initial distribution, seniority prevails only in cases of ties.

C. An employee who agrees to work overtime and then fails to report for said overtime shall be credited with double the amount of overtime accepted, unless extenuating circumstances arose which prevented the employee from reporting. In such cases, the employee will be credited as if he/she refused the overtime.

**4.4** Overtime shall be assigned by seniority in the position classification regularly assigned the work. The list of employees shall include all employees regardless of shift. If no employee in the position classification regularly assigned the work accepts the overtime assignment, it may be

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offered to employees on backup overtime rosters in similar direct care classifications. Overtime worked and refused by employees on backup overtime rosters in similar direct care classifications shall be included on the overtime roster described in Section 1 and 2 of this procedure. If no employee on the backup overtime rosters in similar direct care classification accepts the overtime assignment, it may then be offered to employees on a backup roster of individuals capable of performing the duties of the classification needed.

The development of backup overtime rosters is an appropriate subject for facility Labor/Management discussion. It is understood that backup overtime rosters are for the purpose of reducing or avoiding the need for mandatory overtime.

**4.5** Overtime shall not be offered to or required of an employee on an approved leave. Employees returning from an extended leave of twenty-eight (28) days or more shall be credited with the same amount of overtime worked and refused as the employee on the roster with the greatest number of voluntary hours worked and refused.

**4.6** Employees shall work no more than two (2) consecutive shifts except as required by Section 13.15.

**4.7** Should adequate overtime coverage not be obtained through voluntary overtime, employees within the needed classification may be mandated to work overtime using the following procedures:

A. After exhausting the voluntary overtime procedure and before calling mandatory overtime, exempt employees may be used to perform the needed overtime.

B. The least senior employee(s) regularly assigned the work shall be contacted and required to work overtime.

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C. Employees who regularly perform the work shall be contacted and required to work in reverse order of seniority beginning with the least senior until the required number of staff is available.

D. Mandatory overtime shall not be credited for voluntary overtime equalization.

**4.8** An employee who is transferred or promoted to an area with a different overtime roster shall be credited with his/her aggregate overtime hours.

**4.9** Specific arrangement for implementation of the overtime provisions shall be discussed at the facility Labor/Management Committee Meetings within forty-five (45) days following the effective date of this Agreement. If these matters remain unresolved in ninety (90) days following the effective date of this Agreement, it shall be discussed in Agency Labor/Management meetings that are established for this purpose.

**4.10** The parties may mutually agree at a facility Labor/Management meeting to utilize alternate overtime procedures.

## APPENDIX Q - AGENCY SPECIFIC AGREEMENTS

The following supplemental agreements apply to OCSEA/AFSCME bargaining unit employees within the specified Agencies only:

### ADJUTANT GENERAL'S DEPARTMENT

The parties have negotiated the application of the current OCSEA Agreement to the Firefighters with the State, and memorialize their understanding through this Agreement. The parties agree that the current OCSEA Agreement will be applied in its entirety and only exceptions listed in this Agreement will be recognized for the Adjutant General's Firefighters:

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As used in this Agreement, the Firefighters shall mean Firefighters and Lieutenant Firefighters as determined by the State Employment Relations Board.

**Article 1 - Erosion**

The parties agree that the use of military personnel to perform firefighter duties shall not be construed as erosion of the bargaining unit.

The Employer shall count any military personnel who are qualified and on duty toward the required staffing level in order to allow employees the opportunity to have leave approved or otherwise supplement the workforce for overtime purposes. The advanced notice of the availability of military personnel will be posted on the station roster/schedule as soon as possible.

**Article 8.01 - Agency Committees**

In each Agency, there shall be a statewide committee consisting of an equal number of Union and Employer representatives. In each Agency that operates with institutions/geographic districts or bases, there shall be a committee consisting of an equal number of Union and Employer representatives per institution/geographic district or base unless otherwise mutually agreed upon by the parties. The Statewide Agency Committee will meet at least two (2) times per year but shall receive, upon request, quarterly progress reports. The institution/geographic district or base committee shall meet at least four (4) times per year.

Adjutant General Firefighters. Local meeting shall be held at each base. The parties agree that no agreements will be made that alter the application or interpretation of this Agreement without the consent of the Adjutant General's Office of Human Resources and the OCSEA designee. Such base meetings shall be held on a quarterly basis, and the parties will agree to an

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agenda in advance. Mutually agreed upon agendas will be prepared in advance of the base meetings. Scheduled alternatives shall be an appropriate topic for Labor/Management discussion.

**Article 11.20 - Fitness Incentive**

The joint Labor and Management Committee shall discuss and mutually agree upon a detailed physical fitness incentive program to focus on incentives for fitness. Beginning with the pay period that includes July 1, 2002 employees passing the scheduled, annual agility assessment shall be paid an annual lump sum fitness incentive payment of three hundred dollars ($300). The Employer shall schedule and conduct a physical agility assessment for determining eligibility, if the Employer fails to conduct the annual agility assessment by July 1st of each year, employees will automatically receive the lump sum fitness incentive payment. If legitimate reasons exist for a Firefighter to miss the scheduled annual physical agility assessment, the assessment shall be rescheduled by the Employer. Examples of legitimate reasons to miss the scheduled, annual assessment shall include, but shall not be limited to disability, Workers' Compensation, call to active duty and approved leave. Firefighters must pass the scheduled annual agility assessment on the first attempt to qualify for the fitness incentive payment.

**Article 13.17 - Firefighter Work Hours and Overtime**

It is mutually understood that modifications of contract language related to work schedules, overtime compensation, shift differential and holiday observance and compensation have been agreed upon in consideration of the maintenance of work scheduling practices.

**Work Week and Work Day**

The standard work period for all full-time permanent employees shall be one hundred four (104) hours in a fourteen (14) day pay period. The work week shall commence at 00:00

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hours on Sunday and end at 23:59:59 hours on Saturday. The standard work year shall consist of two thousand seven hundred four (2,704) hours.

**Scheduling**

The Employer reserves the right to schedule employees according to the operational needs of the base. It is understood that the Employer reserves the right to limit the number of persons to be scheduled off work at any one time. It is understood that Firefighters shall be scheduled for no less than one hundred four (104) hours in each biweekly pay period.

**Posting of Work Schedules**

Current work schedules for Firefighter shall be maintained at each of the bases. It is understood that current scheduling practices in consideration of missions shall continue. Once schedules are posted, the Employer will not alter schedules, except to meet temporary and unusual circumstances. Regular schedules that are temporarily modified will be resumed as soon as the temporary circumstance is resolved.

**Shift Trades**

The practice of shift trades shall be approved in a way that is mutually beneficial to the Firefighters and Management.

**Overtime and Compensatory Time**

1. Overtime shall be calculated based on hours in active pay status in excess of one hundred four (104) hours during the fourteen (14) day pay period. Overtime shall be paid at one and one-half (1 1/2) times his/her regular rate of pay. All overtime must be authorized by an administrative authority.
2. The employee may elect to take compensatory time off in lieu of cash overtime payment for

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hours worked in excess of one hundred four (104) hours during the fourteen (14) day pay period. Such compensatory time shall be granted at one and one-half (1 1/2) basis. A bargaining unit member shall be paid for unused compensatory time only upon termination of employment.

3. Each employee may accrue compensatory time to a maximum of four hundred eighty (480) hours (i.e., 320 hours at one and one-half) and are not subject to the provisions of 13.10 subsection entitled "Compensatory Time".
4. When the maximum hours of compensatory time accrual is rendered, payment for overtime work must be made in cash.
5. Upon termination of employment, an employee shall be paid for unused compensatory time at the rate that is the higher of:
   a. The final regular rate of pay received by the employee or
   b. The average regular rate of pay received by the employee during the last three (3) years of employment
6. Requests for compensatory time off may be submitted within forty-eight (48) hours in advance of the anticipated time off. In the event forty-eight (48) hours notice is not possible the request shall be made as soon as possible and shall not be unreasonably denied. All requests must be followed up by a request in writing submitted at a reasonable time after the initial request.

~~**Article 24.08 - Drug Testing**~~

~~Appendix M shall be modified to include the following classifications: Firefighter (26591) and Lieutenant Firefighter (26592).~~

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**Article 26.01 - Observance**

Firefighters in the Adjutant General's Department shall not be eligible for holidays as described in Article 26.

**Article 27.02 - Personal Leave Accrual**

Effective January 1, 2003 Firefighters shall be credited with ten and four-tenths (10.4) hours of personal leave at the end of the pay period that includes the first day of January, April, July and October of each year. Firefighters shall be permitted to carry over ten and four-tenths (10.4) hours of personal leave each year.

**Article 28.01 - Rate of Accrual**

Firefighters shall be granted vacation leave with pay at regular rate as follows, except that those employees who have less than one hundred four (104) hours in an active pay status in a pay period shall be credited with a prorated amount of leave according to the following schedule:

| Years of Employment | Annual Leave Entitlement | Annual Rate Pay Period | Maximum Accrual Balance |
|---|---|---|---|
| Less than 1 year | 0 hours | 4.0 hours | 0 hours |
| 1 year or more | 104 | 4.0 | 312 |
| 5 years or more | 156 | 6.0 | 468 |
| 10 years or more | 210 | 8.1 | 630 |
| 15 years or more | 234 | 9.0 | 702 |
| 20 years or more | 260 | 10.0 | 780 |
| 25 years or more | 312 | 12.0 | 936 |

**Article 29.02 - Sick Leave Accrual**

Firefighters shall accrue sick leave at the rate of four (4) hours for each one hundred four (104) hours in active pay status, excluding overtime hours, not to exceed one hundred four (104) hours per year.

Firefighters shall be paid for sick leave at the rates specified below. A new usage period

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will begin each year of the Agreement.

| Hours Used | Percentage of Regular Rate |
|---|---|
| 1 - 52 sick leave | 100% |
| 52.1 plus sick leave* | 70% |

*Any sick leave utilized in excess of one hundred four (104) hours in any usage period shall be paid at one hundred percent (100%).

**Article 30.02 - Military Leave**

Section 30.02, Subsection C shall be amended to include the following language:

Firefighters shall be eligible for military leave to a maximum of one hundred seventy-six (176) hours, regardless of annual scheduled hours.

**Article 30.03 - Bereavement Leave**

Firefighters shall be eligible for bereavement leave for three (3) consecutive days off within their schedule. The days of bereavement leave may be paid or unpaid, depending on the employee's schedule, and must include, follow or precede the day of the family member's funeral. If leave is not taken in conjunction with the funeral, the employee will be granted twenty-four (24) consecutive hours of bereavement leave and such leave must be taken within six (6) months from the death of the immediate family member.

The Employer may grant vacation, sick leave or personal leave to extend the bereavement leave. The leave and the extension may be subject to verification.

**Article 30.09 - Holiday Leave Bank for the Firefighters**

Each full-time firefighter shall be eligible for Holiday Leave in lieu of paid holidays. Effective July 1, 2002, thirty-six (36) hours of Holiday Leave bank shall be credited to each employee at the end of the pay period that includes the first day of January, April, July and

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October of each year. Holiday leave must be taken during the year it is accrued. Any leave remaining at the end of each year shall be lost to the employee. Consistent with the sick and personal leave payoff in December each year, each employee of the firefighter unit shall be eligible for a cash payment of up to one hundred forty-four (144) hours of holiday leave.

In the event an employee is removed, resigns or retires and the employee has used credited holiday leave in an amount in excess of the amount that exceeds the prorated amount the employee would have earned during the period until their separation (5.538 hours for each full pay period worked), the employee shall have the amount determined to be in excess deducted for available vacation leave balances or deducted from their last pay check.

**Article 33.01 - Uniforms**

When the Employer requires an employee to wear a uniform, the Employer will furnish sized uniforms appropriate to the gender of the wearer on a replacement basis. If the Employer requires an employee to wear a specific type of safety shoe the Employer will provide the shoe or reimburse the employee for the cost of the shoe at the Employer's option. The Employer will keep the uniform in good repair and will replace it when the uniform is ruined through normal wear and tear. If the uniform needs repair or replacement due to the negligence of an employee, the employee will bear the cost of the repair or replacement. In those institutions where cleaning facilities are available, uniforms shall be cleaned by the Employer. However, they shall not be cleaned with the inmates', clients' or residents' clothes. In all other Agencies the Employer shall provide one hundred twenty-five dollars ($125) per year for uniform cleaning and repair. The Employer shall also provide personal protective equipment to firefighters when first hired. Thereafter, uniforms and personal protective equipment will be replaced when the Employer

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deems it necessary. Effective July 1, 2002 and annually thereafter with the pay period that includes July 1, the Employer shall provide a one hundred twenty-five dollars ($125) per year allowance for uniform cleaning and repair to Firefighters.

**Article 37.02 - Work Force Development Fund**

For contribution purposes only in the Adjutant General's Department, Firefighters hours in active pay status shall be capped at 2,080 hours per year.

**DEPARTMENT OF ADMINISTRATIVE SERVICES**

**Security Officer Canvass**

A. Prior to posting a Security Officer vacancy within the Department of Administrative Services - General Services Administration (GSA), the GSA will maintain the current practice of canvassing Security Officers assigned to the facility in which a vacancy occurs, for individual preference to move to the vacant shift. Canvassing will be conducted in State seniority order. The resulting shift will then be posted as a vacancy pursuant to Article 17.

B. For the purpose of the above procedures a shift shall be defined as the hours of the day and days of the week as established by the GSA to be a shift.

C. It shall be the exclusive prerogative of GSA to determine the number and composition of shifts in each facility.

**GSD Security**

**A. Hours Trading**

Contingent upon Employer approval, a Security Officer may trade up to eight (8) regularly scheduled hours in a shift with another Security Officer by agreement with one another. The trade must be completed within the same pay period. The Employer will

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develop forms for this purpose, which shall require signatures of the necessary parties.

**B. Overtime Exclusion**

A Security Officer may be excluded from overtime assignment at a customer's site when the customer has demanded in writing that the Security Officer be excluded from the site. After a period of two (2) years from exclusion, DAS will ask permission from the customer to allow the Security Officer back on site for overtime purposes. An officer may be restored to the site under this Section at any time the customer withdraws its demand for exclusion. A Security Officer that is excluded from an overtime opportunity under this Section shall be offered the next tier two offering for which the officer would be otherwise eligible.

~~**18.17 Agreement Regarding OAKS Employees**~~

~~The foregoing Agreement shall expire automatically when Managed Services at OAKS is fully implemented.~~

~~In the event that DAS announces layoffs or abolishments under Article 18, all prospective preferences for OAKS employees (not yet applied) conferred under this 18.17 Agreement shall be null and void at that time, unless the parties mutually agree otherwise.~~

**Enhanced Skills Development**

The Employer and the Union may mutually agree to create programs to enable the workforce to become more flexible, diverse, and to increase operational efficiency. Both parties recognize the constantly changing work force and will encourage members to continue to seek education/training in order to keep pace with these changes. Both parties mutually agree to explore the utilization of Article 36.05 or other available avenues for this purpose.

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**DEPARTMENT OF AGRICULTURE**

1. Employees are not required to exhaust their bumping rights pursuant to Section 18.04 of the Agreement before utilizing Section 18.05.
2. All other terms and conditions of layoffs shall be governed by the Collective Bargaining Agreement in effect at the time of the layoff.

**Division of Meat Inspection**

It is our mutual desire that the Settlement Agreement made on May 18, 2007 between the Department of Agriculture (ODA), the Ohio Civil Service Employees Association, Local 11, AFSCME (OCSEA), ODAS - Office of Classification and Compensation, and ODAS Office of Collective Bargaining be continued except as both parties have mutually agreed to modify.

Now therefore, all parties hereto, in consideration of their mutual covenants and agreements to be performed, as hereinafter set forth agree as follows:

1. The current Meat Inspector classification series (2123) that was amended as a result of the above Settlement Agreement to create a "Meat Inspector Trainee" classification will continue. The specification for this new classification previously included in the Settlement Agreement will remain and will be the entry level position in the Meat Inspector series. The Meat Inspector Trainee is in Pay Range 28. Employees in this new classification shall serve a one (1) year probationary period. Upon the successful completion of a Meat Inspector Trainee's probationary period, the employee will be immediately reclassified to a Meat Inspector and will be placed in step 2 of the Meat Inspector Pay Range. The Meat Inspector Pay Range is not affected by this Agreement.
2. Meat Inspectors will earn a five percent (5%) supplement for hours worked in a pay period,

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when assigned the following duties within a pay period:

a. Training: Meat Inspectors will be paid the five percent (5%) supplement when assigned to train newly hired Meat Inspector Trainees. ODA shall also pay the supplement to a Meat Inspector for training other Meat Inspectors on changes to procedures or legal requirements and refresher courses, as needed. Compensation will be on an hourly basis. Such use of the supplement is an appropriate topic of discussion for the committee created in Section 5 of this Agreement on a non-binding basis.

b. Correction Facility: Meat Inspectors will receive the five percent (5%) supplement for each hour worked in a pay period while he or she is assigned to Pickaway Correctional Institution (PCI). It is understood by the parties that the Meat Inspector assigned to inspection functions at PCI will receive the supplement for each hour worked either at the regular straight time or overtime rate in each pay period while assigned to PCI. Within this Section, a holiday in which the inspector is not required to inspect the facility will be counted as an inspection day for the employee currently assigned this duty. An employee who is required to cover a PCI assignment on a temporary basis, such as when the assigned employee uses sick, vacation or personal leave, will receive the supplement for all hours worked. All inspectors assigned to PCI will be entitled to the five percent (5%) supplement except for the meat inspection trainee.

c. Meat Inspectors who receive specialized training in such activities as the United States Department of Agriculture, Agriculture Marketing Service's Certification and Acceptance Service shall receive the five percent (5%) supplement for each hour devoted to the activity.

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d. Meat Inspectors are occasionally assigned by the supervisors to assist a new establishment in accomplishing the many detailed regulatory tasks to prepare for the inauguration of meat and poultry inspection. Inspectors who are assigned this duty shall receive a five percent (5%) supplement for each hour worked in doing this activity.

e. ODA shall determine that other duties are appropriate for this supplement. Such duties shall be discussed by the joint committee created in Section 5 of this Agreement.

3. The parties acknowledge that training new employees, assisting a new plant become operational, doing acceptance work for another government Agency. This settlement in no way diminishes the supervisor's ability to perform these duties. It is further understood that an employee who performs multiple duties that could earn the supplement will only earn five percent (5%) as a supplement. An employee cannot earn more than one five percent (5%) supplement at a time.

4. ODA reserves the right to determine which employee receives the supplement. ODA will consider such factors such as knowledge, skills and abilities of the employee as well as proximity to the work location when selecting the employee to receive the supplement. Selections may be discussed jointly by the Section 5 committee, but cannot be taken to arbitration.

5. A Joint Meat Inspectors Committee was created for the duration of the 2006 - 2009 Collective Bargaining Agreement period. It is the desire of both parties to continue this committee's activities. The committee will be made up of two (2) representatives from the Union and two (2) representatives from Management with each group having one (1) alternate. Each party will choose its own representatives. A quorum shall be a minimum of

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two (2) representatives from each party.

a. Unresolved issues regarding the implementation of this Meat Inspectors Agreement are only grievable pursuant to this Agreement.

b. Implementation issues that are resolved by the committee are final and binding.

c. Should the committee not agree to a resolution of an implementation issue or not act on the issue within sixty (60) days of receipt of the issue, the committee shall review the issue with an arbitrator. The arbitrator shall hear the case within thirty (30) days of notification from the committee, upon the availability of the arbitrator. The hearing shall include all committee representatives and Union and OCB representatives as necessary. The arbitrator is encouraged to take an active role in resolving and settling disputes. The arbitrator shall render a binding decision in writing the same day or at the arbitrators choosing within three (3) working days of the hearing. The arbitrator will be selected by the parties and all costs shared equally. This procedure is separate from the Article 25 procedure in the Collective Bargaining Agreement.

d. Issues that are to be addressed by the committee may be forwarded by any bargaining unit or Management employee through either the bargaining unit or Management representatives.

e. The committee shall elect a chair and a secretary from its member representatives. Each position shall be occupied by a member of the opposite affiliation.

f. The committee shall meet quarterly or on an as needed basis.

**Ohio Department of Agriculture Meat Inspector Travel Agreement**

1. The “report-in” and “report out” locations for each meat Inspector shall be the assigned plant

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to which the Meat Inspector must report each day. If an inspector has multiple plants to cover as part of his/her Primary Duty Assignment (PDA), the report-in location will be the first plant they visit and the "report-out" location shall be the last plant the Meat Inspector shall visit in that assignment.

2. The starting time for each eight (8) hour work schedule for each day shall be one-half (1/2) hour after the Meat Inspector reaches his/her headquarter county, or upon the inspector's arrival at the report-in location, whichever occurs first. The ending time for each eight (8) hour work schedule for each day shall be one-half (1/2) hour before the Meat Inspector reaches his/her headquarter county, or upon the inspector's departure at the report-out location, whichever comes last.
3. Meat Inspectors employed as of 12/31/2008 may be reassigned to their residence counties if the reassignment does not negatively impact the Meat Inspection program.
4. The Ohio Department of Agriculture agrees to reimburse Meat Inspectors who are required to use their privately owned vehicles (POV) for all miles traveled while performing assigned duties. If the inspector resides in his/her assigned district, mileage is calculated from their residence; if they reside outside of the district, mileage is figured once the inspector reaches their assigned district line.
5. Meat Inspectors shall carry out their assigned duties to provide for eight (8) hours of district inspection activities plus additional time for a lunch period.
6. Meat Inspectors shall arrange their daily plant inspection duties AND any official travel time to account for their eight (8) hour work schedule. If official travel time is part of the inspector's PDA, their eight (8) hour work schedule should be adjusted to account for that

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time.

~~**CAPITAL SQUARE REVIEW AND ADVISORY BOARD**~~

~~**Article 26.01 - Observance**~~

~~Third (3rd) shift employees of the Capital Square Review and Advisory Board (CSRAB) shall observe holidays with the work shift that begins on the observed day listed in Article 26.01 of the Collective Bargaining Agreement.~~

**OHIO CIVIL RIGHTS COMMISSION**

The probationary period for Civil Rights Investigator 1 and the Civil Rights Alternative Dispute Resolution Mediator shall be nine (9) months from the effective date of hire, lateral transfer or promotion. The probationary period for the Civil Rights Investigator 2 shall remain at six (6) months.

**DEPARTMENT OF COMMERCE**

**I. 17.05 - Selection**

Notwithstanding the provisions of Section 17.05, applications for vacancies in the Ohio Department of Commerce shall be divided as follows:

a) All employees in the geographic district of the Agency (Appendix J) where the vacancy is located, who possess and are proficient in the minimum qualifications contained in the classification specification and position description.

b) All other employees in the State.

**II. Elevator Inspector Trainee (24140)**

Notwithstanding the provisions of Section 6.01, the classification specification for Elevator Inspector Trainee (24140) shall provide as follows:

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The probationary period may be for up to one (1) year. The probationary period may be completed in less than one (1) year, based upon the discretion of the Employer.

While classified as an Elevator Inspector Trainee, pay range 29, the employee shall not be eligible for a step increase. However, upon the Employer deeming the probationary period complete and the Employer's issuance of a certificate of competency as required by Section 4105.02 of the Ohio Revised Code, the employee shall be reclassified as Elevator Inspector (24141), pay range 32.

**III. SFM Forensic Laboratory Positions**

Applicants selected for new hire, promotion, demotion or lateral transfer into positions working in the State Fire Marshal Forensic Laboratory must complete and successfully pass an electronic background check.

The selected applicant will not be approved for the position if as an adult, plead guilty to or convicted of a felony in Ohio, federally or in another state or territory or plead guilty to or convicted of a misdemeanor offense involving arson.

The selected applicant may not be approved for the position if as an adult, plead guilty to or convicted of misdemeanor offences involving violence, drugs, dishonesty (including thefts and frauds), moral turpitude, or false statements in Ohio, federally or in another state or territory.

An applicant failing the electronic background check will not be selected for these positions and will be prohibited from re-applying for these positions.

The background check will consist of an electronic record check through the BCI & I Web Check and the FBI National Web Check or the equivalent electronic record check.

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Positions requiring a background check will include notice on the job vacancy announcement.

~~**DEPARTMENT OF EDUCATION**~~

~~An employee serving in an Agency specific classification (i.e., Educational Employee Consultant 1, 2 or 3) at the Ohio Department of Education (ODE) will have his/her service time with an Ohio Public School District and/or State of Ohio funded college or university credited toward prior service for determining the rate of accrual for vacation leave.~~

~~The employee must submit proof of prior services with the Ohio Public School District or State of Ohio funded college or university to the Agency designee no more than ninety (90) days after commencing employment with ODE.~~

~~Employees who have retired in accordance with the provisions of any State of Ohio retirement plan and who are employed by ODE in one of the Agency specific classifications listed above shall not have prior service counted toward vacation leave accrual.~~

~~This language shall control until July 1, 2010, at which time the provisions of Article 28.01 go into effect statewide.~~

**DEPARTMENT OF EDUCATION - OHIO SCHOOL FOR THE DEAF AND OHIO STATE SCHOOL FOR THE BLIND**

**Youth Leader Work Schedule - Ohio School For The Deaf**

Due to operational needs Youth Leader work schedules will be as follows:

1. A work schedule of eighty-six (86) hours per pay period shall be worked by all youth leaders at the Ohio School for the Deaf, effective the pay period after the signing of this Agreement. The superintendent of OSD has the right to increase or decrease these hours based on

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operational needs and/or funding. Such schedules for the Ohio School for the Deaf shall be in accordance with Section 13.02 of the Collective Bargaining Agreement and in accordance with 13.01 as it pertains to the standard forty (40) hour work week. If work hours are changed due to operational needs or funding, it will not be done without proper notification to the Union.

2. Management agrees to follow the contract when utilizing overtime opportunities. Part-time Youth Leaders shall be assigned regularly scheduled hours. The part-time Youth Leaders shall be ineligible to work additional hours above their schedule unless full-time Youth Leaders have been given the opportunity to work the additional hours.
3. When a vacancy occurs, the hours of the position shall be posted for bid by the most senior in that classification who desires the hours of work and who is qualified. Once the most senior employee who is qualified has selected the hours of work, then the existing vacancy will be filled pursuant to Article 17.
4. If overtime is required by the Employer, it shall be offered according to the overtime roster. The Employer may pull and move the least senior employee of the appropriate gender who normally performs the work in order to assign the overtime in accordance with Article 13.07.
5. Due to shifts and changes in operational need, scope, and/or mission of the school, the Employer maintains the right to reassign an employee and his/her position to another shift and/or hours within the same school.
6. Shift/hour reassignments requires the approval of the Superintendent or his/her designee prior to the employee movement.

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**Youth Leader Work Schedule - Ohio State School for the Blind**

Due to operational needs Youth Leader work schedules will be as follows:

1. A work schedule of eighty-four (84) hours per pay period shall be worked by all Youth Leaders at the Ohio State School for the Blind, effective the pay period after the signing of this Agreement. The superintendent of OSSB has the right to increase or decrease these hours based on operational needs and/or funding. Such schedules for the Ohio State School for the Blind shall be in accordance with Section 13.02 of the Collective Bargaining Agreement and in accordance with 13.01 as it pertains to the standard forty (40) hour work week. If work hours are changed due to operational needs or funding, it will not be done without proper notification to the Union.
2. Management agrees to follow the current contract when utilizing overtime opportunities. Part-time Youth Leaders shall be assigned regularly scheduled hours. The part-time Youth Leaders shall be ineligible to work additional hours above their schedule unless full-time youth leaders have been given the opportunity to work the additional hours.
3. If overtime is required by the Employer, it shall be offered according to the overtime roster. The Employer may pull and move the least senior youth leader of the appropriate gender who normally performs the work in order to assign the overtime in accordance with Article 13.07.
4. Due to shifts and changes in operational need, scope, and/or mission of the school, the Employer maintains the right to reassign an employee and his/her position to another shift and/or hours within the same school.
5. Shift/hour reassignments requires the approval of the Superintendent and/or his/her designee prior to employee movement.

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**Prorated Salary and Summer Work Program**

The Ohio Civil Service Employees Association (OCSEA) and the Ohio Department of Education both recognize that the Ohio State School for the Blind (OSSB) and the Ohio School for the Deaf (OSD) are unique in state government, in that they operate on a school year work schedule. In the recognition of this fact, both parties also recognize that special provisions in the contract are necessary to enable the schools to attract and keep employees and to provide benefits consistent with employees who work full time.

These provisions apply only to employees who work according to the school year calendar.

**1. Prorated Salary Continuation Program**

A. An employee may elect to prorate his/her annual earnings over twenty-six (26) pay periods. The amount that will be reported over twenty-six (26) pay periods shall include no more than eighty (80) hours of regularly scheduled hours of work calculated at the employee's regular hourly rate of pay. This prorated amount shall also include longevity and supplements, such as bilingual pay. Overtime pay, personal leave, vacation leave, and compensatory time and shift differential are excluded from the amount of pay that will be prorated over twenty-six (26) pay periods.

An election to participate or not in the Prorated Salary Continuation Program shall be made before August 1st of each year and shall be irrevocable for one (1) year.

B. If an employee elects to participate in this program, the employee may supplement the prorated amount with overtime pay earned during that actual pay period or personal leave, vacation leave, or compensatory time that the employee had accrued. Shift

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differential pay and holiday pay shall be paid the pay period during which it is worked. In accordance with the contract, an employee may elect to take compensatory time rather than overtime pay during the pay period which it is worked.

C. An employee may not use leave not accrued or use more leave than the amount required to provide what the employee's weekly earnings would be on a non-prorated basis. During the summer months, an employee will accrue leave only when the employee is scheduled work. Under these circumstances accrual shall be calculated in accordance with the Collective Bargaining Agreement.

D. An employee who does not elect to participate in the Prorated Salary Continuation Program may elect to maintain active pay status during pay periods between school calendar years for purpose of maintaining contractual benefits. The monthly amount of leave used shall be no less than two hundred fifty dollars ($250) in each month an employee is not scheduled to work. The employee may not take leave in excess of the amount of the employee's regular weekly earnings. During the summer months, an employee will accrue leaves only when the employee is scheduled to work

**2. Summer Work Program**

A. The Summer Work Program (SWP) is available as a third option to all employees except Youth Leaders.

B. In order to elect this option, an employee must indicate this desire to the Employer not less than thirty (30) days prior to the last day of the school year.

C. Those employees who elect this option but do not complete this commitment will not be eligible, thereafter, to participate in further Summer Work Programs without explicit

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approval of the appointing authority. Participation in the SWP shall not be unreasonably denied. Management maintains the sole right to dismiss an employee from the SWP. Such dismissal is nongrievable.

D. OSSB will provide employees with forty (40) hours employment in the month of July. The minimum of hours worked by employees participating in SWP will be based on operational needs and/or funding available. The hours worked by the employees participating in SWP will be a topic for discussion at OSSB Labor/ Management meeting scheduled for the third week of May. The Employer will communicate to the employees prior to school closing the opening and closing dates for participation in the SWP.

E. OSD agree to provide a minimum of ten (10) hours per week of work to each employee selecting the SWP option. The minimum of hours worked by employees participating in SWP will be based on operational needs and/or funding available. The hours worked by the employees participating in SWP will be a topic for discussion at OSD Labor/Management meeting scheduled for the third week of May. The Employer will communicate to the employees prior to school closing the opening and closing dates for participation in the SWP.

During the summer months, the Employer may assign duties outside of the employee's regular position description or classification specifications. Also, the employee shall be paid at the first step of the pay range of the classification of Laborer 1. The performance of work by SWP participants, which is normally performed by other classifications, shall not constitute a violation of Article 13.07 of the Agreement and shall not be grievable. If for any reason an employee separates from the Ohio Department of

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Education, the Employer shall compute the actual hours worked and the benefits up through the date of separation. The Employer shall pay the employee what he/she is entitled to up through the separation date. The Employer has the right to recover any amounts paid the employee in excess of their entitlement at the time of separation.

F. 26.01 - Observance

The Ohio School for the Deaf and Ohio State School for the Blind shall observe Veterans Day on either a Friday or Monday when the actual day of the holiday falls on a Tuesday, Wednesday, or Thursday. Veterans Day shall be observed as set forth in the school calendar.

Any leaves used as time off or as a supplement shall be paid during the pay period used, at full value based on the employee's regular rate of pay, times the hours used. Holidays shall be paid in the pay period they occur and in accordance with the Collective Bargaining Agreement. Employees who are in an active pay status their last scheduled work day prior to the holiday shall qualify for holiday pay.

**Probationary Periods - OSD and OSSB**

All employees newly hired, promoted, or laterally transferred into a different classification, working according to a school calendar year and providing direct contact to students shall serve a scheduled one hundred twenty (120) work day probationary period. The affected classifications at the Ohio School for the Deaf are Teacher Aide, and General Activity Therapist. The affected classification at the Ohio School for the Blind is the Teacher Aide.

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**ENVIRONMENTAL PROTECTION AGENCY**

**Training/Professional Development**

~~The Ohio EPA and OCSEA agree that the joint Labor/Management Committee will meet to make training recommendations to the Director. The committee's goal shall be to make recommendations that will result in improved services to the Agency and improve the skills of employees. The recommendations shall include but not be limited to workshops, conferences, seminars, cross-training and homeland security training opportunities. The team shall make recommendations to the Director no later than December 31, 2009. Time lines may be extended by mutual agreement. The recommendations shall not violate the Collective Bargaining Agreement.~~

The Ohio EPA and OCSEA agree that career tracks shall be an appropriate topic for discussion at the Labor/Management Committee meetings. We shall jointly explore the possibilities of improving the quality of services at the Ohio EPA.

**Off-Hours Support**

The Ohio EPA and Union agree to adopt and incorporate the existing practice of "off-hours support" coverage as described in DERR-00-ER-005 and "ITS Off-hours Support Plan."

**Employee Support**

The statewide Labor/Management Committee will discuss and consider mutual interest and options generated by Agency-specific negotiations, including but not limited to safety; legal support; professional development; educational opportunities; cross-training; career tracks; Employer provided internal short courses and seminars; and appropriate collaborative efforts with civic and environmental groups. These discussions may result in the referral of such options

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to regional Labor/Management Committees and/or other appropriate committees as deemed necessary.

**Incentives**

In accordance with Article 22.01, appropriate merit based incentives will be explored by the statewide Labor/Management Committee to encourage employee excellence. Such merit based incentive programs shall be mutually agreed upon between, and supported by, the Employer and the Union. This may include the exploration of alternative sources of funding, including grants, to promote special projects and temporary work levels.

**~~Workplace Mediation Program~~ Workplace Conflict Management**

~~Notwithstanding any contractual, grievance or any other existing EEO, OCRC complaints, Ohio EPA and the Union recognize the benefits of participating in Ohio's Workplace Mediation Program sponsored by the Ohio Commission on Dispute Resolution and Conflict Management. The Employer and the Union agree to strongly encourage employees to proactively utilize the State of Ohio mediation program.~~

**The Ohio EPA and the Union recognize the benefits of participating in Dispute Resolution and Conflict Management. The Ohio EPA and the Union agree to strongly encourage employees to utilize available resources to resolve employee conflicts.**

**Performance Evaluations**

~~All Ohio EPA employees shall receive performance evaluations annually. If the performance evaluation will affect a step increase, it shall be completed during the sixty (60) day period immediately preceding the employee's next step increase.~~

The Employer and the Union will create a joint Quality Team consisting of

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representatives from Labor and Management, in accordance with Article 14, no later than March 31, 2009. The Quality Team will review the current performance evaluation form, overall process and make consensus recommendations to the Director or designee by December 31, 2009, unless extended by mutual agreement.

**DEPARTMENT OF HEALTH**

**Travel/Report-in Location**

Field employees who do not have home designated as headquarters shall have travel time paid to and from a work site other than their office, except that the first and last thirty (30) minutes of travel of the day shall not be paid, if the actual travel time to a work site or the normal travel time to the assigned office is less than thirty (30) minutes, only the time spent in travel of the normal travel time to the office, whichever is less, shall not count as work time.

On days when the employee reports to the office, travel time shall not count as work time and the work day will begin when the employee arrives and signs in for work at the office.

For the purpose of this article, "field employees" shall be defined as employees who regularly travel three (3) or more days per week at least six (6) months of the year. No employee shall be treated as a "field employee" who has not received written designation as such from Management.

**Overtime Canvass**

Employees shall be canvassed quarterly as to whether they would like to be offered overtime except in programs where there are only occasional opportunities for non-assignment specific overtime. Management's decision that a canvass is not necessary is grievable. In programs where there are only occasional opportunities for non-assignment specific overtime.

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Employees shall be canvassed when such an opportunity arises. Other provisions of Article 13.07 regarding rotation of overtime shall apply.

**DEPARTMENT OF JOB AND FAMILY SERVICES**

**Additional Work Supplement Program**

In specific instances where a temporary working level is not applicable, employees of the Ohio Department of Job and Family Services, who are on temporary assignment performing duties significantly above their current classification, solely as determined by Management, shall be eligible for a pay supplement which increases their rate of pay a minimum of approximately four percent (4%) above their current step rate of compensation, to a maximum of approximately eight percent (8%) based upon qualifications and the job performed, determined at Management's sole discretion. Employee qualifications may be subject to verification. Determination of pay and qualifications shall be made prior to any temporary assignment under this program. Such payments shall start at the beginning of the project. Such supplement shall be applied only in instances where the temporary assignment exceeds ten (10) working days. Selection (or non-selection) and the payment of this supplement shall be solely at the discretion of Management and shall not be grievable. Involuntary selection shall be grievable only through Step Four, Mediation. Work assigned pursuant to this program shall not be subject to a Working-Out-of-Class (Article 19) grievance. However to ensure employees are adequately compensated and working within the appropriate classification the Union and Management shall have a discussion no less than every 120 days of a consecutive additional work supplement appointment. Issues not resolved through these discussions may be grieved only through Article 25, Step Four.

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**Established Term Appointments**

A. Intent:

The Ohio Department of Job and Family Services has a long-term commitment to continue to reduce their reliance on non-Union intermittent, temporary, and non permanent employees. In order to achieve this goal, ODJFS may use the established term appointment type for the purpose of supplementing the permanent work force and agrees that they will not use such appointment type for the purposes of eroding the bargaining unit.

B. Employment Standards:

ETA appointments shall be subject to the following:

1. ETA vacancies shall be posted. Bargaining unit members in permanent positions shall have rights to the positions in accordance with Article 17. If awarded the position, the successful candidate shall be subject to all of the terms governing ETA employees.
2. All newly hired ETAs shall serve a 1,000 hour probationary period.

C. Appropriate Use:

Appropriate use of an ETA appointment may include, but is not limited to the following:

1. To fill in for employees on any form of leave to include, but is not limited to:

   A.) Sick leave

   B.) Personal leave

   C.) Vacation

   D.) Compensatory time

   E.) Bereavement

   F.) Disability

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G.) Workers' Compensation

H.) Approved Union leave

I.) Administrative leave

J.) Leave under the Family Medical Leave Act

K.) Education leave, i.e., OCSEA UET

2. Staffing around the holidays.
3. To staff for mandated or other training.
4. Operational need that is not contrary to the intent of this Agreement.

D. Operational Limitations:

1. An ETA shall work no more than 1,500 hours in a State fiscal year unless mutually agreed to by the ETA joint Labor/Management Committee.
2. An ETA hired before February 28, 2006 shall work no less than 400 hours in a State fiscal year unless mutually agreed to by the ETA Committee.
3. An ETA hired after February 28, 2006 shall have no minimum hour requirement.
4. The Employer shall offer ETA hours of work prior to offering those hours to Intermittents. When hours of work are scheduled with less than twenty-four (24) hours notice the first available employee shall be offered the hours. An ETA must fill out a contact sheet, agreed to by the parties.
5. ETAs who report to work as scheduled shall be guaranteed a minimum of two (2) hours of work.
6. Those in established term appointments shall normally be scheduled to work forty (40) hours per week during the defined peak period(s).

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7. The Employer will make a good faith effort to equitably distribute hours worked among available ETAs.

E. Bargaining Unit Benefits:

1. ETAs will be OCSEA bargaining unit members and pay Union dues or fair share fees in accordance with OCSEA policy.
2. ETAs shall accrue seniority credits. They shall be pro-rated in the same manner as part-time bargaining unit employees as defined by the Collective Bargaining Agreement.
3. ETA employees shall be offered health insurance pursuant to the provisions of Article 20 and 21 of the Collective Bargaining Agreement.
4. ETA employees shall accrue sick leave, vacation and personal leave.
5. Holiday pay if scheduled to work forty (40) hours per week, including the scheduled day before and the scheduled day following the holiday.
6. ETA employees shall receive bereavement leave with pay for the hours that they are scheduled to work.
7. ETAs shall be eligible for other rights and benefits not modified by specific ETA language or limited by part-time employee status.
8. If an interim customer service representative position in the office of local office of local operations becomes available, an ETA shall normally be given preference for selection to the interim position prior to it being offered to a non-bargaining unit member within the headquarters location.

F. Problem Solving:

1. The Union and Management are committed to making this program work to their mutual

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benefit. The ETA is seen as an opportunity for employees to enter the workforce, prove their abilities and become fulltime permanent ODJFS employees. It is also seen as a method to increase use of bargaining unit positions and thereby reducing the use of intermittent and other non-bargaining unit appointment types.

2. The parties will work to solve problems that arise from the use of ETAs without resorting to the formal grievance procedure.
3. Grievances that are filed that deal with master contract issues other than discipline shall be filed using the normal grievance procedure described in Article 25 of the Collective Bargaining Agreement. Grievances that are filed regarding the ETA appointment type or to enforce this Article shall be filed directly at Step Three of the procedure. The grievance shall be heard by a Management representative serving on the joint ETA Labor/Management Committee. Prior to issuing a Step Three response, the Step Three designee who heard the grievance at Step Three shall bring copies of the grievance and related documents to the next meeting of the joint ETA Labor/Management Committee. The members of the committee shall provide input and direction to the Step Three designee on how best to resolve the issue. Unresolved issue grievances may be advanced to Step Four - Mediation, for a written bench opinion. The parties shall refer the mediation advisory opinion to the joint ETA Labor/Management Committee for review, discussion, and resolution. The advisory opinion shall serve as a guideline for resolution. The Step Three designee shall issue a Step Three response within thirty-five (35) days of the committee's decision not to move the case to Step Four - Mediation. For those cases that go to mediation, a Step Three decision shall be issued within thirty-five (35) days of

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the committee's review of that decision. Discipline grievances concerning suspensions of five (5) days or more or removals may be advanced to Step Five - Nontraditional Arbitration.

G. Use of ETA:

1. ODJFS agrees not to use the ETA employees to avoid filling full-time and part-time permanent bargaining unit positions, ETA employees will not be used in arbitrary and capricious manner.
2. The ratio of full-time OCSEA bargaining unit employees to ETAs shall be no more than one (1) ETA to four and one-half (4 1/2) full-time OCSEA bargaining unit employees providing that no office, bureau, or section in ODJFS exceed a 1:4.5 ratio. The joint ETA Labor/Management Committee may mutually agree to modify the ratio.

H. Layoffs:

In the event of a job abolishment or in order to avoid a job abolishment, Established Term Appointment type (ETA) positions in the same classification within the same office where the abolishments occur shall be separated prior to abolishing any full or part-time permanent positions in the same classification. ETA positions shall be separated prior to any full or part-time permanent employee in the same classification being laid off. In the case of a job abolishment and/or layoff a cost neutral separation (the number of ETA positions needed to be separated to avoid abolishment of a position or layoff of a permanent full or part-time employee) of ETAs will be established. ETA employees will not have any rights under Article 18.

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I. Miscellaneous:

The Union shall meet with newly hired ETAs for the purposes of Union orientation.

J. Committee:

A joint Labor and Management Committee consisting of no more than five (5) members on each side shall meet every two (2) months to discuss problems, needs, and successes. Additional meetings may be held by mutual agreement. The Employer shall provide statistical data on current intermittent, temporary and established term appointments usage to the Union. Such data shall be provided to the Union monthly and no less than one (1) calendar week in advance of each scheduled meeting. The Union will be advised if the delivery of such information will be delayed.

**Prior Service Credit**

A. An employee who transfers directly from an Ohio County Department of Job & Family Services to the Ohio Department of Job and Family Services will have his/her service time with that county Department of Job and Family Services credited for determining the rate of accrual of vacation leave.

B. An employee who was hired by the Ohio Department of Job and Family Services after July 1, 1986, and who experienced a break in service of less than thirty (30) days from the date of termination of employment with an Ohio County Department of Job and Family Services, and then starts employment with the Ohio Department of Job and Family Services, shall be credited with service from that county Department of Job and Family Services for the purpose of determining the rate of accrual of vacation leave.

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

D. The transferred employee must submit proof of prior services with the Ohio County Department of Job and Family Services to the Agency designee no more than thirty (30) days after commencing employment with the Ohio Department of Job and Family Services. Such service credit shall apply only to the computation of the rate of vacation accrual and shall have no other application as service credit as provided for in this Agreement.

**Franklin County ODJFS Security Officers Post Selection**

Once every eighteen (18) months the Agency will conduct a post selection for Security Officer 1s and 2s for the Franklin County Security Officers. A post is defined as a location, shift, hours and days of work. The selection process shall take place no later than ninety (90) days from the ratification of the contract.

For the purposes of this post selection ODJFS Agency seniority will be used. ODJFS Agency seniority is defined as the total amount of bargaining unit time the employee has with ODJFS. Employees who are employed at ODJFS on March 1, 2009 will have all of their State bargaining unit seniority designated as ODJFS Agency seniority for the purpose of post selection.

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Management will issue to the Union and each affected employee a packet containing identified posts, employee's ODJFS Agency seniority, and the post selection date. Employees will have seven (7) calendar days from the date of the notification, to present a challenge of their ODJFS Agency seniority. ODJFS Labor Relations will determine the validity of all challenges within seven (7) calendar days. Each employee shall submit a completed selection form which prioritizes their selections of all identified posts. Any employee who fails to submit a selection form shall have their selection made by the Union.

ODJFS Agency seniority will be used solely for the purpose of post selection and does not have any other application under this contract.

Management may, due to operational need or mitigating circumstances, reassign a Security Officer to a different post. If extenuating circumstances arise that requires the need for a permanent post change, the Union will be notified.

**Unavailability During Canvass**

If an employee is unavailable for whatever reason at the time of the canvas, a Union designee will make a selection on the employee's behalf.

**Promotions & Lateral Movement to Customer Service Representative (CSR) Positions in the Office of Local Office Operations**

In an effort to retain experienced staff and foster positive morale, Article 17 of the Collective Bargaining Agreement shall be modified with the following language:

1. Open Position (Canvass):
   A. All open CSR positions Management intends to fill shall be posted for three (3) working days.

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B. ODJFS will make every effort to send such postings to all staff in the office of local operations using the Agency's statewide email system.

C. All bargaining unit employees in the office of local operations shall have an opportunity to apply for the position as long as they have completed their probationary period.

2. Selection:

Among qualified applicants, the opening will be filled in the following order:

A. First, by laterally moving the most senior qualified full-time customer service representative (CSR) by geographic district as listed in Appendix J based on qualifications, experience and education (QEE).

B. Next, by laterally moving the most senior qualified full-time customer service representative (CSR) statewide based on qualifications, experience and education (QEE).

C. All other bargaining unit employees in the office of local operations who bid shall be placed in the same pool regardless of promotion, demotion or lateral classification change. Employees in this pool must pass the CSR assessment to be eligible for selection. Selection will be based on the most qualified applicant, using qualifications, experience and education (QEE).

D. Where applicants are substantially equal, seniority shall be the determining factor.

**Unfilled Positions:**

A. After the three (3) day canvas, if the position remains unfilled, the position will be posted pursuant to Article 17. No CSR will be considered for the posted position unless the CSR was not available or eligible during the first canvas.

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~~**Summer Youth Employment Training Program (SYETP)**~~

~~ODJFS and OCSEA mutually support realistic and meaningful work experience opportunities for young people enrolled in formal job training programs. Both parties wish to work together to promote and encourage these opportunities. ODJFS will participate where operationally feasible, youth referred from county youth job training programs, under the terms and conditions of those programs. This agreement is not intended to modify or circumvent any other Section of the Collective Bargaining Agreement.~~

1. ~~SYETP participants must follow all ODJFS policies, including the Standards of Employee Conduct.~~
2. ~~The use of a SYETP participant may not be used to displace, replace or substitute for a bargaining unit employee.~~
3. ~~All agreements to employ SYETP participants shall be initiated at the Bureau, Section or Call Center/Processing Center level by the Bureau Chief, Section Chief or Call Center/Processing Center/One Stop Manager and appropriate Union steward using the OCSEA Work Program Procedure Form. Agreements shall be forwarded to the Labor Relations Section for review and processing. Upon completion of the review and processing by Labor Relations, the agreement shall be forwarded to OCSEA central office headquarters for final Approval and signature.~~

**ORAA Travel Pilot**

OCSEA, ORAA, and Labor Relations shall meet to discuss the existing pilot prior to its expiration.

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**Teleworking**

The following outlines the agreement between OCSEA Local 11, AFSCME, AFL-CIO and the Ohio Department of Job and Family Services in regard to teleworking. Also referred to as telecommuting, flexi-work, and flexi-place, such alternative arrangements allow employees to conduct a portion, or all of their work, away from their primary workplace on a regular, or episodic basis. By entering into this agreement, the parties have jointly committed to utilizing alternative working arrangements with the expectation that it will increase efficiency, productivity, and reduce costs while continuing to promote improved employee morale, flexibility, and job satisfaction.

1. ODJFS shall notify the Union no less than forty-five (45) days prior to the anticipated launch of such an initiative.
2. Following such notice, the parties will immediately take steps to establish a joint Labor and Management team consisting of equal number of representatives for the express purpose of meeting to discuss project oversight, review, and to afford the Union an opportunity for input.
3. The team shall meet as needed by mutual agreement. Issues of technology, reimbursement, or other changes impacting the telecommuting initiative shall be brought to the joint Labor & Management team for discussion and review. The Union will have an opportunity to provide input prior to the implementation of changes related to the initiative.
4. The parties recognize that issues related to such initiatives that modify terms and/or conditions of employment must be bargained mid-term.
5. If there are changes to reimbursement levels, the Employer must advise of any changes with

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no less than sixty (60) days notice.

6. Participation in such initiatives is not an employee right. An employee's participation in such teleworking initiatives is voluntary.
7. The teleworking arrangement under which an employee will perform work shall be clearly set forth in a written agreement developed by the joint teleworking Labor and Management team. The agreement must be signed by both the employee and their immediate supervisor. The agreement must specify:
   A. The alternative work site (i.e., work-at-home, telework center, or other);
   B. Specific hours and days per week to be worked at the alternative work place;
   C. Pertinent office equipment to be provided and by whom;
   D. Method of communication to be used between the official duty station and alternative work place; and
   E. Duties to be performed and methods of evaluation to be employed.
8. The employee may opt to terminate teleworking for any reason within fourteen (14) days advance written notice to their immediate supervisor.
9. Management may opt to terminate an employee's participation in a teleworking initiative for good business reason by providing written notice to the employee.
10. The Employer retains the right to reduce, expand, or eliminate the respective teleworking initiative(s) with no less than forty-five (45) days advance notice to the Union. After receiving such notice, the respective joint Labor and Management teleworking team shall meet as soon as practicable in order to allow the Union the opportunity for input.
11. A teleworking arrangement does not alter the terms and conditions of appointment, including

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an employee's headquarters county, report-in location, salary, benefits, individual rights, or obligations. All pay, leave, and travel entitlement shall be based on provisions of the Collective Bargaining Agreement and Agency policy.

12. There shall be no reduction in reimbursement of associated costs described in the Memorandums of Understanding (MOUs) between the parties regarding the following teleworking initiatives without the Employer first giving sixty (60) days notice:

    A. The June, 2004 MOU between OCSEA and ODJFS Bureau of State Hearings.

    B. The January 11, 2005 MOU Unemployment Compensation, Bureau of U. C. Tax, Compliance Section.

**Guidelines For Committees/Cost Of Meetings**

OCSEA and Management shall mutually agree to meet as needed for meetings of the Joint Budget Committee and Contracting Out Committee and any other committees established outside of the Statewide Labor/Management Committee. Article 3.03 will apply regarding release time.

Whenever possible, OCSEA and Management shall mutually agree, in order to reduce the cost of doing business, to utilize available technology options (e.g., teleconferencing, videoconferencing) to conduct meetings and normal business covered under the contract. The parties will remain open to meeting in person where it is agreed that this option would be most beneficial.

Both parties agree to broaden individual representation on committees and at meetings to increase the opportunity of participation for other subject matter experts.

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**Geographic Jurisdictions**

In the event it becomes necessary to redefine districts, the appropriate forum for this discussion shall be the ODJFS Statewide Labor/Management Committee.

**Competency Based Talent Management Systems**

ODJFS and OCSEA have a mutual commitment to a high performance workplace supported by a competency based talent management system. The appropriate forum for this discussion shall be the ODJFS Labor/Management Committee.

**LOTTERY COMMISSION**

A. Lottery Sales Representative 1 and Lottery Sales Representative 2 shall be subject to random drug testing and will be covered under Appendix M of the Collective Bargaining Agreement effective July 1, 2002.

   Beginning January 11, 2001, all terms of the OCSEA Collective Bargaining Agreement will apply to these employees with the following exceptions:

   1. Lottery Sales Representatives shall be compensated at their base rate of pay for all time after reaching their first assignment, excluding meal periods, until arriving at their residence; however, it does not apply when the first and/or last assignment of the day is their regional office. This rule applies to travel outside the sales district.
   2. In the Lottery Commission, when overtime relates to an event involving a Licensed Sales Agent, the overtime shall be offered first to the agent's regular Sales Representative, except when that Sales Representative is not available. If the regular Sales Representative is not available, overtime shall be offered based on seniority among those Sales

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Representatives who normally perform that work. Geographical assignment shall be a consideration in determining the distribution of overtime.

3. All employees shall have their State seniority credits counted pursuant to OCSEA's Collective Bargaining Agreement with no loss in their current State seniority credit.

B. The Employer may issue gender-appropriate apparel to employees for work purposes without further obligation for cleaning and repair. If the apparel is no longer in good repair, the Employer shall decide whether to replace or withdraw the apparel.

A joint committee will be established by OCSEA and the Lottery to study field apparel issues, such as but not limited to damage to issued items; number, size and style of items; and appearance requirements. This committee will make recommendations to the Director of the Lottery on these and other field apparel issues.

C. For Sales Representative 2 vacancies that the Employer intends to fill by promotion, the applications will be divided as follows:

1. All employees in the regional office who possess and are proficient in the minimum qualifications contained in the classification specification and the position description.
2. All other employees of the Agency.
3. All other employees of the State.

Employees bidding under Section 2 and 3 shall have no right to grieve non-selection, otherwise, the provisions of Article 17.05 on selection will apply.

D. When a vacancy is posted for Sales Representative 1 or 2, the Employer may accept a request for a lateral transfer before a promotion from any employee in the same classification from any Lottery facility statewide.

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E. A joint committee will be established by OCSEA and the Lottery to study the weight limits and ergonomics involved in performing Sales Representative duties. This committee will make recommendations to the Director of the Lottery regarding the appropriateness of the changes in the classification specification and position description.

**DEPARTMENT OF MENTAL HEALTH**

**Section I: Community Support Network (CSN)**

**A. Transportation Reimbursement**

The Department of Mental Health agrees to reimburse employees in Community Support Network (CSN) who during the course of their normal duties, are required to and actually transport clients/consumers in their own personal vehicle on a regular basis. The purpose of the payment is to reimburse employees for the cost of an automobile rider to their existing insurance policy. To be eligible for the reimbursement, the employee must demonstrate the following:

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

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

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course of their duties.

The reimbursement to such employee(s) is the actual cost of the rider not to exceed seventy-five dollars ($75.00) per year which~~-~~ever is less. This reimbursement will be paid on a yearly basis ~~beginning~~ ~~with the signing of this Agreement and paid – again~~ ~~the following~~ **in the** pay period that includes July 1~~, 2000~~ for the life of this Agreement. Employees who either resign, retire or have their employment terminated during the year and employees who start during any part of the year will have the reimbursement prorated. In the case of employees who either retire, resign, or have their employment terminated will have that portion of the reimbursement repaid to the State, in the last pay check.

**B. CSN Problem Solving Group**

Issues specific to CSN, which cannot be resolved by local Labor/Management committees, may be brought to the statewide CSN Problem Solving Group for discussion within sixty (60) days.

**C. Training**

Training and orientation will be provided to any new employee in a CSN Program. The employee could be new to the program as a result of an internal fill through the bid process or as a new hire, or through the displacement process. The orientation will be provided to the new employee prior to assuming the duties of the program. The training will be provided as soon as there are a sufficient number of new CSN employees to comprise a class. Management will determine what is a sufficient number. Employees may not displace employees, be recalled or re-employed or promote into positions in childcare programs unless within the last five (5) years they have either completed relevant training and/or

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course work pertaining to emotionally disturbed children and adolescent topics and/or significant experience working directly with emotionally disturbed children and adolescents as defined by the applicable regulatory Agencies.

**D. Performance Appraisal**

1. An additional performance appraisal instrument will be used to supplement the Department of Administrative Services form. Its purpose is twofold; to better document for the requirements of JCAHO and Medicaid and to further supplement the specific categories on the DAS form.
2. Both forms will be kept in the employee's personnel file.
3. The employee will get a copy of both forms.

**E. Evaluation Period**

All employees that go into direct care positions in non-residential CSN program(s) will serve an evaluation period of one hundred eighty (180) calendar days irrespective of classification and CSN program.

**F. Re-Entry from CSN**

Within the one hundred eighty (180) calendar day evaluation period, the employee or the Employer may re-enter or be returned to the hospital from CSN program(s). After the evaluation period, employees will not have the right to re-enter the hospital. Further, existing employees who are currently in CSN programs and were once covered by re-entry agreements will no longer have the right to re-enter the hospital.

Employees in CSN programs shall only be returned to the hospital if there is a work area opening/vacancy that the Department agrees to fill with that employee.

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If the Department initiates returning an employee from CSN to the hospital outside of the evaluation period, it must show just cause that the employee can not perform the duties of that position.

Prior to the re-entry of an employee back into the hospital, a meeting shall be held to discuss with the employee and the Union, the reason(s) for the re-entry and other alternatives to re-entry. If discipline is contemplated with the re-entry, the Pre-disciplinary meeting will serve as the meeting to discuss re-entry (excluding any allegations of patient abuse). If discipline is not contemplated, then a separate meeting will be held for discussion of reasons and the Employer must show just cause. In the event just cause is not substantiated then the employee is to remain at his/her current CSN position unless there is mutual agreement to re-entry. If the request for re-entry is initiated by another party other than the Ohio Department of Mental Health, then the Department will make every effort to have the initiating party to attend the meeting to discuss the re-entry. The reentry of an employee from CSN to the hospital is not a disciplinary action.

**Mutual Understanding**

The Department of Mental Health affirms its intent, on a permanent basis, to be a substantial provider of services as specified in the Mental Health Act of 1988. The substantial provider role will include the delivery of inpatient services and/or State operated community services. Substantial provider shall mean as the current inpatient service capacity decreases, that the existing direct service capacity will be shifted to the community side, without supplanting locally provided community services, and subject to locally planned and managed systems of care.

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Direct care State employees will be utilized where possible in newly created Community Support Network (CSN) Programs provided that the new programs do not supplant locally provided community services and subject to locally planned and managed systems of care.

**G. Bumping**

Employees in the Department of Mental Health have the right to bump in accordance with Article 18 of the Collective Bargaining Agreement. However, employees shall not be permitted to bump into occupied positions in Activity Community Training (ACT) teams (non-residential) in Community Support Network (CSN) Programs. The affected hospital and/or CSN will canvass employees pursuant to Section 18.04 following a layoff or abolishment.

**H. CSN Schedule Changes**

The present practice of flextime scheduling shall continue and will be an appropriate topic for Labor/Management meetings.

**I. Holiday Observance**

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

The holidays are:

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

These employees will still maintain the same number of holidays in the Collective

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Bargaining Agreement, however they may be observed on alternative days. The alternative dates shall be determined in advance and employees shall have prior notice. The observance of these alternative days shall be an appropriate topic for the hospital Labor/Management Committee.

If another alternative holiday observance is requested, the local Chapter President or designee will be notified as soon as possible. This request is an appropriate topic for local Labor/Management. The alternative observance shall be by mutual agreement.

**J. CSN Report-In/Work Location Closure and/or Local Weather Emergency**

Due to numerous unforeseen as well as foreseen reasons, an individual CSN program site may be closed. If a work location closure or local weather emergency occurs, the following are options that both Management and the CSN employee may jointly agree to use. These options are spelled out and listed below so that when such situation occurs, there will be some level of predictability. All of these options will be made available and must have prior approval by the program supervisor.

Options:

1. The employee may take appropriate leave for the day.
2. If appropriate to the program, the employee may reschedule the day for another day during that week only.
3. The employee may report to an alternative site that is approved by their supervisor. They must call in and notify the supervisor of the alternative site option. They may then perform CSN related work such as Contact Logs and phone contacts to clients. The employee may use a combination of work at an alternative site and leave time to fill the

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day's schedule.

4. The employee may report to an alternative site and perform duties that they are qualified to perform on a unit. This also must be approved in advance by the CSN supervisors and the alternative site administrator.
5. Any other arrangement that can be mutually agreed to locally as long as it does not violate the Collective Bargaining Agreement, ODMH policy, and/or State or Federal law.

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

Each CSN supervisor shall meet and discuss these options as soon as possible so that employee will understand the options available to them. Each CSN program options(s) will be reduced to writing. Any problems will be taken to the Agency CSN problem-solving group.

**Section II**

**A. Established-Term Appointments (ETA)**

The Ohio Department of Mental Health and the Ohio Civil Service Employees Association agree at all locations to the use of the established-term appointment type. The Employer and Union will agree to discuss at a local Labor/Management meeting, the appropriate use/numbers for the creation of ETA positions.

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**1. Length of Appointment**

An employee with this appointment type will have a length of appointment not to exceed ten (10) months consecutively. At any time during the appointment period the appointment may be canceled by Personnel Action with notification to the Chapter President.

If this appointment type needs to be extended beyond the ten (10) month period for any one individual, then Management and the Chapter President will agree to discuss the extension. This employee will have first consideration to be extended based on operational need.

If there is no mutually agreed to extension, an employee shall not be re-appointed to this appointment type without at least a thirty (30) day break period.

**2. Schedule**

The Employee holding this appointment type may/may not have a fixed schedule. The schedule may/may not be irregular from week to week. The Employer agrees not to use this appointment type to avoid filling permanent full-time positions. This Employee shall be used to supplement the work force and not erode permanent positions the bargaining unit* in the following manner:

a) to fill in for employees on any form of approved leave to include but not limited to sick leave, personal, vacation, compensatory time, bereavement, disability, workers compensation, occupational injury, approved Union leave, administrative leave, educational leave i.e., OCSEA UET and the Family and Medical Leave Act.

b) staffing for holidays where regular staff have requested the day off.

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c) staffing for mandated or other training.

d) to assist in preparation for JCAHO, HCFA, other surveys, or short-term acuity/clinical needs. ETAs can not be used in place of overtime to work a 1:1 assignment until after the third day.

e) to avoid the use of mandatory overtime

f) to staff operational emergencies. The local Union Chapter President/designee would be notified of such operational emergency.

g) Each hospital site may schedule up to fifteen (15) ETAs per day as additional staff in the Therapeutic Program Worker (TPW) and Psychiatric Attendant (PAT) classifications. The Employer agrees that the total number of ETAs working in the TPW/PAT classification on any given day will not exceed the number of permanent employees on approved leave by more than fifteen (15).

h) ETAs working a forty (40) hour schedule shall be mandated prior to permanent staff. The decision of which ETA is mandated shall not be grievable.

*Data pertaining to the use of ETAs and the number of bargaining unit positions will be made available to the Union upon written request. These requests will be honored within three (3) working days.

**3. Classifications:**

Any current classification now covered under the Collective Bargaining Agreement is eligible to be placed in this appointment type. The Employer and Union agree to discuss at a local Labor/Management meeting, the appropriate use/numbers for the creation of ETA positions in classifications other than TPWs and PATs. If a Labor/Management

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meeting is not scheduled, then the Chapter President will be notified in writing. If a new classification is included in this bargaining unit, it would be added to the eligible list of classifications in this appointment type.

**4. Rights:**

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

a) Employees in this appointment type would not be entitled to step increases.

b) Employees in this appointment type may bid on any posted vacancy pursuant to Article 17.04 #4.

c) An employee holding this appointment type who becomes a permanent employee in the same classification, will be credited with their time served, but no more than one-half (1/2) of the length of the probationary period for that classification.

d) Employees in this appointment type will not accrue seniority credits; however, time worked in this appointment type shall be counted as bargaining unit seniority in accordance with Article 16 if the employee becomes a permanent employee.

e) An employee in this appointment type would be a member of the bargaining unit for the period of the appointment only.

f) In the event of a layoff or in order to avoid a layoff, appointments of this type may be terminated prior to the end of the appointment period. Additionally, employees in these appointments will be terminated before any full or part-time permanent employee in the same classification is laid off. Employees in this appointment type will not have recall rights per Article 18.

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g) Employees in this appointment type have restricted rights under Article 13. Specifically, they do not have a right to a fixed schedule, established number of minimum or maximum hours of work, or guaranteed number of weekend days off. However, when possible and if known, the Department will attempt to identify the days that an ETA will work based on the known requested scheduled days off of other employees. These employees do not have a right to any shift, work location, days off or week end selection. Additionally, they do not have the protections regarding reassignments and will be reassigned according to operational need. They do not have the right to grieve if not offered overtime and are not eligible for call-back, report-back pay, report pay, stand-by pay, or Emergency Leave.

h) Employees in this appointment type do not have the right to any pay supplements including but not limited to shift differential or hazard duty.

i) Employees in this appointment type will not receive holiday pay or premium pay for work on a holiday unless they have been assigned a full-time schedule and/or work at least thirty-two (32) hours (excluding the actual holiday) during the week that includes a holiday, and must work the scheduled day before and the scheduled day following the holiday.

j) Employees in this appointment type are not eligible to receive any paid leave provided in Article 30; except that if the employee is scheduled to work forty (40) hours they may receive bereavement leave for the death of spouse, parent or child.

k) Employees in this appointment type are not eligible to access OCSEA UET funds pursuant to Article 37, unless or until they have worked 960 hours in the appointment

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period.

**5. Posting:**

ETA positions will be posted as other vacant positions.

**B. Work Area Openings**

Work Area Openings in the Department of Mental Health will be posted for seven (7) calendar days.

**C. Work Area Overages/Permanent Reassignments in the Department of Mental Health**

Work area overage/permanent reassignment from an employee's defined work area may be made for good management business reasons. These reasons include:

a) staffing overages on a particular shift;

b) for the clinical benefit of a client or patient.

Prior to any reassignment, Management will meet with the Union Chapter President to discuss the reason(s) for the reassignment.

**1. Staffing Overages**

In the case of staffing overages on a particular shift, Management will declare which shifts(s) have an overage and which shift(s) is/are the area of need. Management will canvass all employees in the appropriate classification(s) for volunteers to move to the shift(s) of need. If more than one (1) employee vol0unteers, the selection will go to the most senior volunteer. If no employee volunteers, Management will unilaterally reassign the least senior employee(s) on the shift(s) identified above.

Once that reassignment has been made, a work area canvass or Pick-A-Post will be performed on the shift(s) from which the reassignments were made.

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In the case of a volunteer moving from one shift to the area of need, a work area canvass or Pick-A-Post will be also be performed on the shift(s) from which the volunteer(s) came.

Management can only identify an overage no more than twice in a calendar year unless mutually agreed to by the local Chapter President and Management.

**2. Clinical Benefit of a Patient or Client**

In the case of reassignment for the clinical benefit of a patient or client, Management will notify the local Chapter President of the need for the reassignment. The permanent reassignment of an employee under this Section must be done only by mutual agreement between the local Chapter President and Management. If there is no mutual agreement to permanently reassign, the issue will be forwarded immediately to the chairpersons of the Statewide Labor/Management Committee. A meeting will be held as soon as possible, but in no case no more than ten (10) work days. The parties may mutually agree to extend the time. A meeting will be held with the following representatives or their designees in attendance: For the Union; the chairperson of the Statewide Labor/Management Committee, the Operations Director and one (1) representative from the local chapter; for Management, the chairperson of the Statewide Labor/Management Committee, the regional Human Resource representative, and a local representative from Nursing. There must be mutual agreement between Management and the Union for the permanent reassignment.

**D. Team-Scheduling**

The team-scheduling program being implemented at the time of this Agreement will

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continue as long as both parties agree to participate in the program. Any disputes over the implementation of the team-scheduling program that cannot be resolved at the local level will be referred to the Statewide Labor Management Subcommittee (IBB) for resolution. The Statewide Labor Management Subcommittee (IBB) will include a representative from IBHS Leadership. For any reason, if the parties cannot mutually agree, the moving party will give the chair of the Statewide Labor Management Subcommittee (IBB) a sixty (60) day written notice if its intent to discontinue the program at the local level. During the sixty (60) day period the parties will meet and attempt to resolve the issues.

**E. Pre-Posted Overtime**

The pre-posted overtime program being implemented at the time of this Agreement will continue as long as both parties agree to participate in the program. Any disputes over the implementation of the pre-posted overtime program that cannot be resolved at the local level will be referred to the Statewide Labor Management Subcommittee (IBB, including a representative from IBHS Leadership) for resolution. For any reason, if the parties cannot mutually agree, the moving party will give the chair of the Statewide Labor Management Subcommittee (IBB) a sixty (60) day written notice if its intent to discontinue the program at the local level. During this sixty (60) day period the parties will meet and attempt to resolve the issues.

**F. Mandatory Overtime:**

Where circumstances permit, no employee shall be mandated more than one (1) time in a seven (7) day period.

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**G. Holiday Canvass:**

Prior to posting the schedule for a period that includes a holiday(s), the employees will be canvassed to determine who wants to observe or work on the holiday(s). If a sufficient number of employees do not volunteer to observe or work the holiday(s), employees will be scheduled to work or observe the holiday on the basis of seniority. ETAs shall be used to accommodate employees' requests to observe the holiday, when scheduling permits. By mutual agreement, the parties may develop alternative holiday procedures at the local level. The parties agree that this process may be affected by the implementation of self-scheduling.

**H. Vacation Canvass (Pic-A-Vac):**

The vacation canvass process being implemented at the time of this Agreement will continue. Any disputes over the implementation of the vacation canvass process that cannot be resolved at the local level will be referred to the Labor/Management Subcommittee (IBB) for resolution.

**I. Unit 4 - Overtime**

The parties agree to negotiate overtime provisions if changes to Appendix P necessitate such discussion.

**J. TPW Educational Supplement**

The parties mutually agree to the creation of an educational supplement for eligible ODMH employees classified as Therapeutic Program Workers (TPW). The amount of the supplement will be at the sole discretion of the ODMH up to a maximum of four percent (4%) of the hourly rate of the first step in the pay range (Appendix L - Pay Ranges). All employees completing the training will receive an equal supplement. The employee must

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have completed an initial probationary period as a TPW. The employee (TPW) must have completed all prescribed course work as identified by the Statewide ODMH/OCSEA Workforce Development Steering Committee - TPW Curriculum Program. The supplement will be awarded to new, eligible employees no more than semi-annually in the pay periods that include January 1st and July 1st. The ODMH reserves the right to annually review the status, effectiveness of the program, and economic ability of the Department to continue the supplemental payment.

**K. Initial Probationary Periods**

Therapeutic Program Worker(s) and Psychiatric Attendant(s) will serve an initial probationary period of one hundred eighty (180) days. With mutual agreement, the Employer may extend the probationary period not to exceed sixty (60) days. Employees 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.

**L. Absence Management Initiative Committee**

The parties agree to form a joint committee to explore an Absence Management Initiative, which will include the discussion of granting additional weekends off.

**OHIO DEPARTMENT OF ~~MENTAL RETARDATION AND~~ DEVELOPMENTAL DISABILITIES**

**Alternative Work Area Assignments**

Management may reassign an employee from their defined work area for sound management reasons. The employee will first be reassigned in accordance with the provisions of Section 13.05. Management will then discuss the reassignment with the local Union to reach

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mutual agreement on the permanent reassignments. If agreement cannot be reached at the local level, the issue will be referred to the Statewide Labor/Management Committee for resolution. If resolution cannot be reached within sixty (60) days, the parties agree to extend the time of the temporary reassignment until such time as resolution is reached.

Management may also reassign employees where staff overages/shortages exist. Prior to the reassignment being made, the Employer will canvass for volunteers. If there are no volunteers, the least senior employee(s) may be reassigned from the area or shift most able to provide the coverage.

**Filling Work Area Openings**

Work area openings shall be filled in accordance with Appendix N (c); however, postings shall be for a period of at least five (5) calendar days. This language shall not preclude the parties' from developing alternative methods of filling work area openings at the facility level.

**Calling Overtime**

Employees who wish to be called for overtime shall have a working telephone and provide their phone number to their supervisor.

**Statewide Labor/Management Committee**

The OD~~MR~~**O**DD Statewide Committee shall meet at least once a quarter. The parties may mutually agree to meet more or less frequently. The committee shall adapt a curriculum and an ongoing training commitment in accordance with regulatory standards to provide staff with skill sets to address highly aggressive behaviors. The responsibility of this subcommittee shall report to the Statewide Labor Management on the progress of the subcommittee. The makeup of the committee shall consist of a minimum of three (3) members of Management and

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three (3) members of Labor. An annual report shall be issued summarizing the best practices and distributed to each institution and OCSEA. Statewide committee will jointly evaluate the subcommittee for progress and effectiveness.

**DEPARTMENT OF NATURAL RESOURCES**

**A. Established Term Regular Hours Employees**

These employees have a limited duration of work (usually more than fourteen (14) weeks) within the fiscal year dependent upon the needs of the department. These employees work a standard forty (40) hour week. They usually have starting and ending dates based on the previous seasons work, with flexibility to extend or reduce the time up to four (4) weeks, if weather or other conditions dictate.

**B. Established Term Irregular Hours Employees**

These employees are employed in conditions similar to Established Term Regular Hours Employees, except they usually do not work a standard forty (40) hour work week and instead are provided an identified number of hours each fiscal year in excess of 720 hours in Parks and Recreation and 1,000 hours in all other Divisions/Offices of the Department.

The following outlines the agreement between OCSEA, AFSCME, Local 11, AFL-CIO and State of Ohio in regard to the above groups:

1. Established Term Regular and Established Term Irregular Hours employees are included in the bargaining unit.
2. Established Term employees shall be notified at least thirty (30) days in advance of their appointments/interruptions by letter which states an identified length of employment.
3. Established Term employees shall be appointed from a recall list by classification and

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work facility that list employees according to total length of employment with the State. Employees with the greatest amount of employment time shall be recalled first, pursuant to the Appendices I and J in the contract between OCSEA and the State of Ohio.

4. Established Term employees shall be entitled to all rights and benefits of the contract except as specified in this document.
5. Established Term Irregular Hours employees will have leave accrual prorated in the same manner as part-time permanent employees.
6. All Established Term employees will be offered health insurance, but the Employer contribution will cease with the employees interruption/termination date.
7. If the Department, because of lack of money, finds it necessary to shorten the length of employment of Established Term employees, it shall do so by seniority by district pursuant to the contract including Appendices I and J and in the spirit of the Ohio Revised Code 124.321-327 and Administrative Rule 123:1-41-01 through 22. That is to say Established Term employees shall be laid off prior to permanent employees. End of an identified employment period (as noted in the appointment/interruption) is not a layoff.

**C. Other Seasonal Non-Bargaining Unit Employees**

Limited duration non-bargaining unit employees working in the Division of Parks and Recreation cannot exceed 720 hours worked in a fiscal year. All other limited duration non-bargaining unit employees of ODNR cannot exceed 1,000 hours worked in a fiscal year.

**ODNR Natural Resource Workers (NRW)**

A. The operation of the NRW position shall be like existing ODNR established term employees

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and shall include the following:

1. The NRW position will include an assignment that is of a duration of at least 720 hours per fiscal year in the Division of Parks and Recreation and of at least 1,000 hours in other divisions per fiscal year. Such positions can be created by converting Natural Resource Aide (NRA) and Natural Resource Specialist (NRS) assignments which have the potential to exceed the 720/1,000 hour duration in a fiscal year. The position is seasonal in nature and does not function year round. The hours of each position can vary from year to year depending upon weather and/or operational needs. NRW interruptions must last a minimum of two (2) consecutive pay periods. The topic of NRWs cascading within a work area to avoid filling FT positions will be an appropriate topic of Labor/Management.
2. The pay range for the NRW will be the pay range shown in Table A and shall increase at the same rate and times pursuant to the Collective Bargaining Agreement.

   Effective for the duration of this Agreement:

**Table A**

| Pay Range | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|---|---|---|---|---|---|
| Hourly | 9.01 | 9.33 | 9.65 | 9.99 | 10.38 |
| Annual | 18,741 | 19,406 | 20,072 | 20,779 | 21,590 |

(*The NRW pay tables will be updated to reflect bargaining unit increases as per Article 36. Pay table will also reflect the deletion of Step 1 and the addition of a new Step 5 at 4%.)

3. The NRW is an established term (fixed term) position and shall be entitled to all the rights and benefits of the contract, (examples include seniority credits, accruals and use of leaves, health and safety provisions and grievance rights) except as specified in the

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Section.

4. A Natural Resource Aide (NRA) or Natural Resource Specialist (NRS) that is converted/selected for a NRW position is considered a "new hire". Pursuant to the probationary language in Article 6 of the OCSEA contract, any employee appointed to the NRW classification shall serve a one hundred twenty (120) day probationary period.
5. Management shall assign NRWs to a specific work area based upon the needs of the Division. Examples of "work area" include, but are not limited to, the following: maintenance, clerical, custodial, campground, retail, waste/water treatment plant, fish hatcheries, wildlife areas, fish work units and the call center. In the Division of Parks and Recreation, Management may determine the work area specific to a Park or the ~~Regional Park Unit (RPU)~~ **park district**.
6. If a NRW is affected through a job abolishment/layoff, the affected NRW shall displace the least senior NRW pursuant to Article 18.04 as long as the affected employee possesses the requisite skills/abilities to perform the NRW duties required of the other work area (employees electing to exercise their displacement rights within the ~~RPU~~ **park district** shall be limited to only those parks located within the appropriate geographic jurisdiction - see Appendix J). If the affected NRW does not possess the requisite skills/abilities of the least senior NRW, discussions regarding alternative placement options in accordance with Article 18.14 shall occur. If the affected NRW cannot displace in the aforementioned manner, the employee shall follow the same process in the geographic jurisdiction pursuant to Article 18.05.
7. When recalling a NRW from seasonal interruption, the respective Division shall recall

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the NRW to the assigned work area based upon seniority.

B. No existing bargaining unit position will be reduced or replaced by the creation or placement of an NRW position or limited duration, non-bargaining unit positions. This does not preclude ODNR from adjusting hours for other operational reasons. Where work is performed by NRA/NRS and NRW positions in a work area and ODNR wishes to reduce persons performing such work then the NRA/NRS will be interrupted/terminated first, based on operational considerations ODNR will make a reasonable effort to interrupt/terminate NRA/NRS in a work area before NRWs and utilize NRWs to perform needed work provided they are qualified and/or experienced as available for the duty assignment.

C. When a division/office intends to convert an existing NRA/NRS assignment to an NRW, the following process shall apply:

1. When the ODNR Labor Relations section receives a division/office request to convert NRA/NRS assignment the request will be forwarded to the ODNR Assembly President ten (10) working days prior to the conversion date. This request shall include the name of the person(s) proposed, P~~C~~N(s), employee history on computer (EHOC), the expected work area and assignment, projected number of hours, position description (PD), and Table of Organization (TO).

2. The OCSEA/ODNR Assembly President shall have ten (10) business days from the date of the receipt to concur or reject. All proposed conversions shall be submitted to the Union for concurrence. A diligent effort will be made to resolve any outstanding problems with the ODNR Labor Relations section before any disputed positions are offered or filed.

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3. In the event that a vacant NRW position currently exists on the TO and the Union does not concur with a request to convert or no conversion is readily available to fill the job needs required, the division/office will have the option to post the position pursuant to the Labor Agreement. If the NRW position is posted, it shall be considered entry level and filled accordingly, except that NRA/NRS from the division/office requesting the posting, may be given first consideration to the posted NRW position. Such designation for consideration must be clearly delineated in the posting.
4. When an NRA/NRS exceeds the 720/1,000 hour threshold for a fiscal year, the division/office through the ODNR Labor Relations section shall notify the Union and request conversion of the position that has exceeded the hour threshold. If the Union notifies the Department of position(s) that have verifiably exceeded the threshold, the Department will take the necessary steps to convert the position(s) in an expeditious manner.

D. Filling Current NRW Vacancies:

1. When a Division/Office posts an NRW vacancy a copy of the posting will be forwarded to the ODNR Assembly President and OCSEA Central Office.
2. The posted NRW position shall be considered entry level and filled accordingly, except that NRA/NRS from the Division/Office requesting the posting, may be given first consideration to the posted NRW position.

E. Creating New NRW Positions:

1. When a Division/Office requests to post a new NRW position the request to post will be forwarded to the ODNR Assembly President and OCSEA Central Office. This request to

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post shall include PGN, PD, and TO.

2. The posted NRW position shall be considered entry level and filled accordingly, except that NRA/NRS from the Division/Office requesting the posting, may be given first consideration to the posted NRW position.

3. In the event the Union objects to the creation of the NRW position, the ODNR Assembly President shall notify ODNR Labor Relations of such objection and discussion regarding the creation of this position will be immediately referred to the NRW Committee.

F. ODNR agrees to limit the number of hours that can be assigned to NRA and NRS employees to 339,000 hours for the Division of Parks and Recreation in a fiscal year. In the event this Section is not complied with, the Union's remedy through the grievance procedure may include the allocation of excess hours to affected bargaining unit members.

G. ODNR agrees to limit the hours that can be assigned to NRA and NRS, up to 111,000 hours for the remainder of ODNR excluding the Division of Parks and Recreation in a fiscal year. In the event this Section is not complied with, the Union's remedy through the grievance procedure may include the allocation of excess hours to affected bargaining unit members.

H. ODNR agrees to provide OCSEA employee rosters that will assist the parties in the continued monitoring of this agreement. On a monthly basis ODNR will provide reports on NRA/NRS and NRW positions. On a quarterly basis ODNR will provide reports on limited duration part-time and other less than full-time positions. The reports will show the name, cumulative hours and work location of each position.

I. The parties shall meet on a quarterly basis or more frequently as needed to resolve outstanding issues regarding administration of the NRW agreement.

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J. Where ODNR chooses to fill by Temporary Working Level assignment, priority is given to NRWs over NRA/NRS where these employees are qualified and are available for the duty assignment at that work facility.

**ODNR - Mineral Resources Management (MRM)**

Within the MRM, the following modifications to Articles 17 and 18 are made:

For the purposes of applying Appendix J of the OCSEA Labor Agreement, the Mineral Resources Inspector 1, 2, & 3 (MRI) (22931, 22932, 22933), Mine Rescue Operations Coordinator (MROC) (24710), Mine Safety Inspector 1 & 2 (MSI) (24711, 24712) classifications shall have statewide promotion, layoff and displacement rights. MRM has the authority to identify reasonable geographic residency requirements for MRI, MROC and MSI positions and may deny actions or benefits pursuant to Articles 17 and 18 if an applicant or employee does not agree to the residency requirement identified. Residency requirement is an appropriate subject for Labor/Management.

**ODNR - Parks and Recreation-Regionalization Agreement**

The ODNR/OCSEA Statewide Labor/Management Team developed these guidelines set forth herein. The parties shall conduct an annual review of this agreement.

The ODNR and OCSEA recognize the current Parks and Recreation regionalization practices do not provide appropriate promotional and displacement rights for the division's long-term, dedicated employees.

Thus, Article 17.04(1), as applied to Parks and Recreation, is modified to the following language:

"All employees in the office, county or ~~Regional Park Unit (RPU)~~ **park district** where

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the vacancy is located, who possess and are proficient in the minimum qualifications contained in the classification specification and the position description."

The remainder of Article 17.04 remains unchanged.

Furthermore, the first paragraph starting in Article 18.04, as applied to Parks and Recreation, is modified to the following language:

"The affected employee may bump the least senior employee in an equal or lower position in the same, similar or related class series with the same office, county or ~~RPU~~ **park district** (see Appendix I). Employees electing to exercise their displacement rights within the ~~RPU~~ **park district** shall be limited to only those parks located within the appropriate geographic jurisdiction (see Appendix J). Displacement shall occur in the following manner:"

The remainder of Article 18.04 remains unchanged.

**ODNR - Project Employees**

In accordance with Article 7.09, ODNR and OCSEA jointly developed a "project employee" appointment type through a Labor/Management process. The following provisions shall apply when utilizing a project employee:

1. A project employee (PE) is a limited term (PT/FT) position that is funded through federal, state, or private funds (including matching fund grants). Hours for a PE will be flexible to fit with the program they are working on, e.g., regular and non-regular hours/months/days. Management may not take away duties being performed by bargaining unit employees and assign those duties to PEs. PE positions will not be used to avoid filling permanent bargaining unit positions. Labor/Management is responsible for the approval of all PE requests.

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2. The duration of a PE is defined as no less than 1,000 hours and no more than three (3) years. Original PE appointments of less than three (3) years may be extended to the three (3) year limitation with the approval of Labor/Management. Should a PE's work be completed earlier than anticipated, the PE's appointment may be terminated with at least a sixty (60) day notice. Such termination will not be considered a layoff and PEs will have no bumping rights. PEs will be eligible to apply for unemployment compensation at the end of their tenure. PEs are not subject to bumping by current bargaining unit staff in the event of a reorganization/layoff of permanent staff.
3. PEs are covered by the OCSEA Collective Bargaining Agreement and shall pay Union dues. The PE is entitled to Union representation, pay increases, and all other contractual benefits, with the exceptions as noted in this document. PEs will also pay into the Public Employees Retirement System and are in the unclassified service.
4. PE positions will be posted pursuant to Article 17.03 and will include an anticipated start and end date of the work. Current bargaining unit members will not have an inherent right to these positions, as they are temporary in nature. If it is determined that the work being performed by a PE should become permanent, this permanent position will be posted and filled pursuant to Article 17. The PE will not have an "inherent right" to the permanent position. The PEs will not earn seniority credits during their tenure, however, if the PE is selected to fill a permanent ODNR position within sixty (60) days of separating from his/her PE position, he/she shall receive seniority credits for the time served as a PE.
5. The classification of the PE will correspond with the assigned work and the appropriate classification, using the State classification plan and pay range. The probationary period for a

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PE will correspond to the classification being utilized. The PE will show on a Division/Office table of organization as a temporary position.

The utilization of PEs will continue to be an appropriate subject of Labor/ Management.

**Labor/Management Committee**

For the purposes of applying Articles 8 and 11 of the Labor Agreement, ODNR shall have one Statewide Department L/M Committee, as well as our Central Office, Fountain Square L/M exclusively. This does not preclude the development and utilization of local work area L/M Committees where the parties mutually agree or the development and utilization of district L/M Committee as provided in Articles 8 and 11.

**Tools and Equipment**

If employees are required or receive written permission from their supervisors to furnish their own tools or equipment, the Employer shall replace such tools or equipment, when they are lost due to fire, wind or theft by forcible entry when in the care or custody of the Employer or when damaged to the extent they are unusable due to no negligence by the employee. The tools or equipment will be replaced with like tools or equipment on an exchange basis, where practicable or feasible.

**ODNR - Forestry**

**Professional Achievement Incentive Supplements**

In an effort to promote professionalism and enhance the quality of services, employees within Forestry are eligible for a pay supplement equal to three percent (3%) of the classification salary base rate upon voluntarily obtaining and maintaining specific certifications. At the beginning of each fiscal year, the following classification are eligible for the supplement upon

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demonstrating attainment of the Society of American Foresters (SAF) certification:

| | Class | Pay Range |
|---|---|---|
| 22321 | Forestry Technician | 27 |
| 22323 | Forester (non-urban) | 30 |

Further, employees in the Forester classification with the working title of Forester Urban will be eligible for the supplement upon demonstrating attainment of the International Society of Arboriculture (ISA) certification.

This supplement shall be added to the employees' base salary for all hours paid, and shall be used in the calculation of overtime pay. If an employee loses certification, he/she is no longer eligible for the supplement. Employees are required to notify Management of all changes in certification. Management will not provide additional training or educational release time, etc., beyond ODNR existing applicable policies.

The pay supplement can be discontinued only upon notice of an approved layoff/job abolishment in Forestry that will result in layoff or displacement of an employee.

~~**ODNR - Watercraft**~~

~~The ODNR Labor/Management Committee shall facilitate a review of the processes involved in issuing watercraft registrations by field staff statewide in Watercraft. The purpose of this review is to determine the impact of seasonal variations in workload/duties of employees and to develop and implement a process to account for any variations. Watercraft and OCSEA shall provide representatives to participate in this review.~~

**ODNR Promotion - Increase in Appointment Type**

Since the ODNR utilizes many seasonal and other less than full-time appointment types, Article 17 of the OCSEA Collective Bargaining Agreement often limits an employee's ability to

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successfully bid on a position which is the same classification, but is an increase in appointment type.

Thus, in an effort to retain experienced staff and foster positive morale, for vacancies the ODNR intends to fill by promotion or lateral transfer within the same classification to a higher appointment type, Article 17 of the OCSEA Collective Bargaining Agreement is modified by the following language:

A) A division shall identify a classification that requires an increase in an appointment type (example: Account Clerk 1 from part-time to full-time);

B) The order of appointment types is recognized in the following ascending order: established term, part-time and full-time;

C) When a part-time or established term employee in the identified classification within the headquarter county or ~~Regional Park Unit~~ **park district** would have a right under Article 17 and has at least one (1) year of service in that classification, the identified employee may be awarded the new appointment type.

D) If a vacancy is filled pursuant to this Section, the division shall forego the posting requirements of Article 17. However, the current OCSEA Assembly or Chapter President for the ODNR and the assigned OCSEA staff representative shall receive the following information from the ODNR Labor Relations Office within ten (10) business days to the official notification to the Union to increase an employee's appointment type:

1. Employee name;
2. Work location;
3. Classification and appointment type;

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4. New appointment type;
5. Copy of the employee history screen;
6. Draft Position Description; and
7. Listing of other OCSEA employees in the headquarter county.

If OCSEA does not contest the accuracy of the aforementioned information within ten (10) business days after notification, the requesting ODNR division shall proceed with the appointment type change.

E) Probationary periods remain governed by Article 6 of the OCSEA Collective Bargaining Agreement.

**Job Posting Requirement**

At ODNR, where employees have State email access, vacancy postings shall be emailed to employees. This procedure shall satisfy the requirements of Article 17. Where State email access is not readily available, ODNR shall follow the vacancy posting guidelines under Article 17 of the Contract. At ODNR "conspicuous" shall be defined to mean division field office locations.

**Division Selection Options**

As applied to Article 17, both parties recognize the potential benefits inherent in a division first provision for specific positions or classifications. The topic of division first selection shall be an appropriate topic for Labor/Management.

~~**ODNR Website Regarding MOU Extensions**~~

~~The two (2) existing memorandums of understanding (MOUs) mutually agreed upon by the parties to have continuing effect are posted to the ODNR Office of Human Resources~~

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~~website. Their respective texts and effective dates can be found at http://www.ohiodnr.com/default/tabid/9745/ Default.uspx.~~

**OHIO DEPARTMENT OF PUBLIC SAFETY**

The Department of Public Safety, Division of Emergency Management Agency, utilizes federal and State funds to hire disaster relief grants employees (DRG) to coordinate federal and State funded relief programs following a disaster. The parties agree the following shall apply to all DRG appointments.

1. DRG employees shall be members of the bargaining unit.
2. The Employer will establish an ending date of employment at the time of appointment, which may be extended or reduced as determined by the Employer with written notice to the employee and the Union. The Employer will provide the Union with the reasons for the extension and with a new ending date.
3. DRG employees are exempt from coverage under Article 18, Layoffs. They shall serve a probationary period commensurate with the pay range of the classification as defined in Article 6.01 (A) and may be removed at any time due to lack of work at the discretion of the Employer.
4. DRG employees shall not be used to avoid filling full-time or part-time permanent vacancies as defined under Article 17. No DRG employee can displace a full-time or part-time permanent employee. When applying for a full-time or part-time permanent position within the Emergency Management Agency, and if the DRG employee has successfully completed the required probationary period and meets minimum qualifications, the DRG employee will

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have precedence for appointment over external applicants.

5. DRG employees may only be used to fill limited duration positions funded by declared federal or State disaster relief programs and shall be limited to use in the Emergency Management Agency.

**Bargaining Unit Rights**

1. DRG employees shall be entitled to all rights and benefits of the Agreement except as amended herein. DRG employees shall:
   a) Not earn seniority credits. If a DRG employee is selected to fill a full-time or part-time permanent Emergency Management Agency position, seniority for time served as a DRG employee will be credited upon successful completion of probation in the full-time or part-time Emergency Management Agency position, provided there has been no break in service.
   b) Not have standing to grieve termination of their employment due to lack of work or non-selection under Article 17.
   c) Earn all forms of leave including prorated accrual for part-time employees.
   d) Be offered health insurance but the Employer's contribution will cease on the employee's interruption/termination date. Employee contributions shall be accordance with Article 20. Beginning with the effective date of this Agreement, all DRG employees whose total State service time as an DRG employed from original date of hire, is twenty-six (26) pay periods or greater, will be eligible for those benefits provided by the OCSEA Benefits Trust, per Article 21 of the Agreement. The Employer's contribution will cease on the employee's interruption/termination date. DRG employees shall not be eligible for

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disability benefits under Article 35.

e) All DRG employees shall be terminated prior to the layoff of any permanent employee assigned to the Emergency Management Agency.

~~**Work Place Mediation**~~

~~**A. Workplace Mediation Program**~~ **Workplace Conflict Management**

~~Notwithstanding any contractual, grievance or any other existing EEO, OCRC complaints, the Department of Public Safety and the Union recognize the benefits of participating in the Ohio's Workplace Mediation Program sponsored by the Ohio Commission on Dispute resolution and Conflict Management. The Department of Public Safety and Union agree to strongly encourage employees to proactively utilize the State of Ohio mediation program to resolve conflicts for as long as the program is in existence.~~

~~In accordance with Articles 25.08 and 25.14; the parties may agree to participate in the Commission on Dispute Resolution's "Early Mediation" program as an alternative grievance resolution method. The guidelines of the Early Mediation program will be developed by the Workplace Mediation Advisory Group.~~

**The Department of Public Safety and the Union recognize the benefits of participating in Dispute Resolution and Conflict Management. The Department of Public Safety and the Union agree to strongly encourage employees to utilize available resources to resolve employee conflicts.**

~~**B.**~~ **Grievance Hearings or Other Meetings**

Pursuant to the provisions of Articles 25.01 (G), Step Threes or other meetings (e.g., pre-disciplinary meetings) will be conducted via teleconference, videoconference or polycom,

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unless mutually agreed to otherwise. Grievance hearings involving employee termination will not be conducted in this manner unless there is mutual agreement.

~~**Drug Testing**~~

~~The parties agree that both full-time and part-time Customer Service Specialists 1 and 2 in the Customer Service Centers of the Bureau of Motor Vehicles will be subject to random drug testing as outlined in Appendix M.~~

**PUBLIC UTILITIES COMMISSION OF OHIO**

The Public Utilities Commission of Ohio (PUCO) and the Ohio Civil Service Employees Association (OCSEA) agree that in an attempt to retain non-bargaining unit PUCO trained employees on the Agency's payroll, the PUCO will consider these applicants applying for positions which require the duties for which they are PUCO trained.

Pursuant to Section 17.04, the aforementioned employees will be considered after all permanent, bargaining unit employees employed by the PUCO. These non-bargaining unit employees will be considered along with the applicants in Grouping 5 (All other employees of the State Inter-Agency Transfer). PUCO will notify the Chapter President or his designee each time this situation occurs.

This agreement applies to the application and selection process only.

**DEPARTMENT OF REHABILITATION AND CORRECTION**

**A. Hats and Ties**

Hats and ties shall be considered optional parts of the standard uniform for Correction Officers. The Department reserves the right to require hats and ties when Correction Officers are representing the department outside of the institution.

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**B. Pick-A-Post**

The Union and the DR&C shall continue Pick-A-Post for Correction Officers and Correction Counselors during the term of this Agreement.

1. Effective with the ratification of the Collective Bargaining Agreement, if necessary as determined by the Statewide Oversight PAP Committee, all Pick-A-Post Agreements will be reviewed to: a) insure that the agreements are within their funded post allocations, b) that the pull and move posts are removed, and c) they are within their relief ratio.
2. The relief ratios will be determined by the Regional Director, after discussion with the Union. If needed this will be reviewed annually.
3. Each local chapter will determine whether a re-canvass is necessary.
4. No agreements shall be considered approved until approved by the Statewide Pick-A-Post Committee. DR&C reserves the right to approve and implement local PAP Agreements, as deemed necessary for good management reason, for situations as described in Section 1 above, or a change in the mission of the institution. The Employer will implement the local PAP Agreement only after a good faith effort has been made to gain approval from the Oversight Committee. If an agreement is implemented in such a manner, the Union reserves the right to file a grievance on the issue directly to Step Three under 25.02 of the grievance process. Management will then agree to arbitrate the grievance through the NTA process, within 30 days of the filing of the grievance.
5. The Pick-A-Post Oversight Committee shall be required to meet monthly during the term of this Agreement unless mutually agreed otherwise.
6. Management retains the right to deny a bid for good management reasons after

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consultation with the affected employee and the Union.

7. Any immediate threat to the health, safety and security of the institution shall take priority over the Pick-A-Post Agreement.

**Correction Officer Pick-A-Post**

1. The respective Regional Director shall at least annually supply each warden with a funding letter for each institution indicating the following: a) the number of authorized correction officer positions, b) total weekly posts, and c) a relief factor designated for that prison's staff.
2. All Pick-A-Post Agreements negotiated at the local level shall comply with the limits imposed by the funding letter of the Regional Director.
3. All established posts under the agreements will be filled, barring any foreseen circumstances that affect the daily operational needs of the institution or a change in the mission of that Institution.
4. Each institutional PAP Committee may discuss and come to mutual agreement, on any "utility posts" that may be closed, even at the beginning of the shift. The use of such post closures will be based on operational need, when the need to fill such posts would require the Employer to utilize overtime on the shift.

   If any agreements are reached locally on the issue of closing "utility posts," they shall be submitted to the Statewide Oversight Committee for review and approval.
5. The issue of relief officers bidding shift assignments may be included in local proposed Pick-A-Post Agreements, subject to approval from the Pick-A-Post Oversight Committee. No preexisting right to bid for relief officers may be inferred

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from these discussions.

**C. Inclement Weather Gear**

DR&C agrees to provide a winter coat of sufficient warmth and quality.

DR&C and the Union agree that the Local Health and Safety Committees will determine the appropriate inclement weather gear, in the event that the Local Committees cannot reach an agreement on the appropriate gear for that institution, then the Agency Health and Safety Committee will resolve the issue. The guidelines for the Local Committees are as follows:

a. DR&C agrees to provide the following inclement weather gear, to include but not limited to, cold weather gear, e.g., Carhartts, rain gear, rain shoes, sweaters, knit caps.

b. DR&C and the Union agree that the need for inclement weather gear will be based on the post or job duties of the uniformed employee, and the physical structure, and location of the institution.

c. DR&C agrees to allow the use of inclement weather gear that is purchased by the employee with the proviso that restrictions may be imposed on the nature and color of the inclement weather gear. The personal inclement weather gear includes but is not limited to, gloves, scarves, earmuffs, hooded sweatshirts and long underwear.

**D. Uniform Cleaning**

Where feasible, the Department shall provide cleaning and pressing services for employees who are required to wear uniforms. The DR&C shall provide or pay for the dry cleaning of department issued uniform items which are required to be dry cleaned to a maximum of two (2) times per year. If these services are not provided, the employee will be paid the contractual uniform cleaning allowance. The local Health and Safety Committee

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shall review issues related to the cleaning and pressing of uniforms. Any outstanding issues shall be referred to the Agency Health and Safety Committee.

**E. Vacation Allotments for Correction Officers**

The Union and DR&C agree that all institutions will update their vacation allotments at least on a yearly basis. Each November the institution personnel office shall calculate the total number of vacation days that the existing correction officer workforce will accrue in the coming year.

- Add total number of days that CO workforce will accrue in the upcoming year. ~~For example: If an employee has~~ **A correction officer with** less than one (1) year of service ~~and will hit the one (1) year mark on July 1, they would receive a lump sum of eighty (80) hours of vacation and begin to accrue at the rate of 3.1 hours per pay period. Both numbers~~ **will be eligible to use vacation at the completion of the probationary period. This accrual** should be figured in for the officer in the upcoming year. ~~The same holds true for any other officer who is anticipated to receive a lump sum of vacation leave in the next year, as they will cross the five (5), ten (10), fifteen (15), twenty (20) or twenty-five (25) years of service.~~
- The total number of vacation days to be accrued shall then be made available for canvassing by the correction officers at the annual canvass.
- The current vacation leave balances carried by the CO workforce will not be added to the total days. Only those days, which they will accrue in the upcoming year, will be added.
- The total number of vacation days to be accrued shall then be made available for bid by the correction officers at the annual canvass. The total number of days made available for

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the annual canvass shall be evenly distributed throughout the calendar year, and made available for bid to the correction officers on the various shifts in proportion to their numbers. If in calculating the number of vacation days available there is a remainder, then the remainder will be multiplied by three hundred (300).

- Once the number of days to be earned is calculated, by shift, the number should be divided by three hundred (300) for the first, second, and third shifts.
- The divisor for special duty should be two hundred sixty (260) as it is more reflective of the days special duty is scheduled. However, in the case of Special Duty schedules that have a percentage of posts that are not five (5) day operations, the institution should agree to the distribution of Special Duty based upon the three hundred (300) divisor as they have already been taking into account the seven (7) day posts.
- The whole number is the number of vacation slots available per day. Anytime the number of days accrued by the shift is less than 300/260 respective of the shift that will be the total number of days available to be distributed throughout the year.
- The whole number of days available shall be evenly distributed throughout the year.
- There shall be no “rounding up” of the number to generate more guaranteed/available slots per day.
- For example:

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| Shift | Days Accrued | Divided by 300, except for SD., which shall be divided by 260 | Slots per day | Remainder to be agreed upon for distribution |
|---|---|---|---|---|
| 1st | 610.5 | 2.03 | 2 | .03 x 300 = 9 addl. slots |
| 2nd | 545 | 1.81 | 1 | .81 x 300 = 243 addl. slots |
| 3rd | 312 | 1.04 | 1 | .04 x 300 = 12 addl. slots |
| 4th | 263.5 | 1.01 | 1 | .01x260 = 3 addl. slots |

The resulting number of additional days will be added to the vacation slots available, and distributed as determined by the local Labor/Management Committee. Each officer may bid on any number of vacation days up to the total number of days he/she will accrue during the coming calendar year. Officer bids may be for individual days and/or for grouping of days. Members will have a reasonable opportunity to look at a canvass book in a timely fashion, but not to hold up the canvass process. Any available vacation days not bid upon by the correction officers shall remain available on the respective shifts for bid at a later time per Article 28. Per discussion between the parties, an employee may choose to use vacation or compensatory time to cover the request for time off, whether the slot was selected via the annual vacation canvass or if the slot remained available on a first come first serve basis.

If the managing officer or designee makes more slots available for the annual canvass than guaranteed by the formula described above, these extra slots shall not become a guarantee. Day-to-day requests for vacation above and beyond the guaranteed slots will be considered in accordance with Article 28.

**F. CDL Testing**

DR&C agrees to reimburse employees for the cost of obtaining and maintaining a Commercial Drivers License (CDL). The employees eligible for reimbursement are those

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whose assignments are either transportation or their duties require the use of a CDL. Reimbursement will be provided only while the employee remains in the position requiring the CDL. If a post requiring a CDL is vacated, and no employee with a CDL bids on the post, DR&C reserves the right, through operational need, to assign an employee with a CDL to the post in seniority order. If there are no volunteers, the least senior will be assigned to the post.

**G. Overtime Policy**

DR&C and the Union agree to continue the Statewide Overtime Committee for the purpose of developing a mutually agreed to overtime policy. For the purposes of the Statewide Overtime Policy, equalization shall mean that all employees covered by this Collective Bargaining Agreement who have elected to be eligible for overtime during the canvass period have an equal opportunity to sign on the appropriate rosters. In the event an eligible employee covered by this Collective Bargaining Agreement is missed for an overtime opportunity, the remedy shall be that the employee who was missed shall be offered an opportunity to work the number of hours missed at the employee's choice of date and shift. The opportunity shall be made as soon as the missed opportunity is confirmed. Unless mutually agreed otherwise, the employee must work the missed overtime opportunity within forty-five (45) days of the confirmation of the missed opportunity.

A quarterly canvass, as provided for in Section 13.07, shall not be required.

**H. Correction Officer Promotions - Laterals - Demotions**

1. The number of bargaining unit vacancies during the previous calendar year shall be determined in the first week of January of each year. Thirty percent (30%) of that number shall be determined by rounding up, and that number plus thirty percent (30%) of any

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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 transfers during the ensuing year. DR&C shall consider requests for lateral transfers before considering external applications as per Section 17.05 until the maximum number of vacancies required to be accepted is fulfilled. Management reserves the right to exceed the thirty percent (30%) rule.

2. No later than January 15 of each year, the institution shall notify the local Union and the Bureau of Personnel - Workforce Acquisition of the maximum numbers each institution shall be required to accept by transfer.
3. Bargaining Unit employees who wish to apply for promotion to the Correction Officer classification shall submit a completed application to the Bureau of Personnel - Workforce Acquisition. Applications for promotion shall be accepted on a continuous basis. Applicants for promotion will be considered prior to lateral transfer in accordance with Article 17.
4. Effective the pay period which includes January 1, and July 1, DR&C will issue a Lateral Transfer Posting for Correction Officers for each institution for a period of ten (10) days. Employees wishing to transfer will submit a completed application form to the Bureau of Personnel - Workforce Acquisition indicating the institution to which the employee wishes to transfer. The employee shall complete a separate application for each institution for which they want to be considered.

   The Bureau of Personnel - Workforce Acquisition will maintain a file for each institution with a copy of each employee's application. The applications will be sorted by

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State seniority, in descending order. These applications shall be considered active during the current six (6) month period, then purged. Applications will only be considered for the six (6) month period in which they were submitted.

5. Bargaining unit employees who wish to apply for demotion to a Correction Officer position will be considered in accordance with Article 17.

   Applications will be submitted to the Bureau of Personnel - Workforce Acquisition during the Lateral Transfer Posting period.

6. The Employer reserves the right to convert external interims to full-time permanent correction officers after the thirty percent (30%) lateral transfer threshold has been met.
7. Each institution authorized to fill positions will forward their request to the Bureau of Personnel - Workforce Acquisition. Vacancies shall be filled by adhering to the order and processes set forth in Article 17. All lateral transfers shall be filled with the required thirty percent (30%) prior to hiring any new employees.
8. In the event Correction Officers are displaced in accordance with Article 18, the thirty percent (30%) cap on the maximum number of vacancies that an institution shall be required to accept by lateral transfers shall be lifted during four (4) consecutive Lateral Transfer Posting periods that commence immediately following the effective date of displacement.

**OHIO REHABILITATION SERVICES COMMISSION**

**Pre-Development Unit**

The purpose of the Pre-Development Unit in the Ohio Rehabilitation Services Commission (RSC)/Bureau of Disability Determination (BDD) is to accomplish the following:

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Focus on providing service to our customers; increase BDD case production, and reduce processing time of cases. The employees participating shall be classified as a Disability Claims Development Analyst (DCDA). It is a goal that the DCDAs be composed of promoted support staff and demoted DCAs.

Minimum qualifications for the Pre-Development Unit include current full-time, non-probationary staff who are classified as DCA 2s or DCA 3s. Qualified staff will possess an Associates degree (or higher) in one of the following majors: Sociology, Psychology, Social Work, Special Education, Nursing, Communications, Business, or other Human Services/Medical related field. All DCDAs shall serve a six (6) month probationary period. Although the DCDA is in the DCA classification series, time spent as a DCDA shall not be used to indicate an employee meets minimum qualifications for a DCA 1 position. Time spent as a DCDA shall not count as time served for promotions in the DCA classification series.

The Parties agree that Article 17 shall be modified for composition requirements of the Pre-Development Unit. The Parties agree that selections shall be in accordance with the RSC Selection Procedures. It is within Management's right to determine the size of the Pre-Development Unit.

A. Positions may be posted as a "Promotion only" notice. Demotions and lateral transfers shall be considered only if noted. OR

B. Positions may be posted as a "Demotion only" of Disability Claims Adjudicators. Promotions and lateral transfers shall be considered only if noted.

All staff who are selected as DCDAs shall remain in the DCDA classification for at least the six (6) month probationary period and cannot opt out until after the six (6) month

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probationary period in accordance with Article 6.

The Parties agree that existing DCDA staff shall transition through training toward providing increased customer service, which shall include regular telephone interactions with the public, as well as medical professionals.

**Relocation and Retention**

This Agreement regarding relocation and retention made December 23, 2008, by and between the Ohio Rehabilitation Services Commission (RSC), and the Ohio Civil Service Employees Association, Local 11, Chapter 2538, AFSCME (OCSEA), Parties hereto.

The purpose of this Agreement is to provide a mechanism for Bargaining Unit staff to relocate and gives RSC the ability to retain staff. This Agreement is a cooperative commitment between OCSEA and RSC that demonstrates the value of and allows bargaining unit employees within RSC to relocate across county lines or within the same county where there are multiple office locations. This can be accomplished by requesting a transfer or demotion when there is no posted vacancy. This Agreement does allow Management to honor an employee's request prior to the posting of a vacancy announcement.

1. The Parties agree that lateral transfer is defined in Article 17.02 (F) as an employee-requested movement to a posted vacancy within the same Agency which is in the same pay range as the classification the employee currently holds.
2. The Parties agree that demotion is defined in Article 17.02 (G) as the movement of an employee to a position in a classification with a lower pay range. A lower pay range is defined as a pay range in which the first or last step has a lower rate of pay than the first or last step of the pay range to which the employee is currently assigned.

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3. It is understood that RSC Management has the discretion to accept or deny the request for transfer or demotion. RSC is willing to consider an employee's request for transfer or demotion in the same or lesser pay range and in the same or lesser classification from one physical office location to another physical office location without a vacancy being posted. This provision does not preclude RSC from moving employees in accordance with Article 17. All things being equal, seniority would be the final determinant.
4. If Management determines to fill a vacancy by posting, Article 17 will be followed. The Parties hereby recognize that if a vacancy is posted in accordance with the OCSEA contract, this Agreement is not applicable.
5. The granting and/or denial of a request for transfer or demotion in accordance with this Agreement can be grieved by the non-selected senior employee to determine if all factors were reasonably considered and to ensure there was no bias or discrimination in the selection. If a voluntary transfer or demotion occurs and there are two (2) or more employees wanting the same location then the non-selected employee(s) will receive a letter(s) informing them of Management's decision. The denial notification letter(s) will outline the factors considered by Management. If two (2) or more employees wanting the same location submit their requests on the same day, seniority will be the determining factor of selection. If a person is transferred or demoted in accordance with this Agreement, OCSEA agrees on behalf of itself and individual members not to file or process any grievance or administrative appeal or legal action on RSC's decision to not post a vacancy in accordance with the contract.
6. The employee's request must be submitted in writing (e.g., fax, e-mail) and submitted to the

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Manager of Talent Planning and Acquisitions. A denial does not rule out future consideration. RSC/HR will keep the request on file for the life of the current contract from the date received by Human Resources. The employee will need to indicate the office location(s) and/or county(ies) he/she would prefer. Employees will be notified in writing explaining the acceptance or denial of the request. Copies of the request will be sent to the RSC Assembly President and the President of Chapter 2538. Copies of the acceptance and/or denial letter will also be sent to the RSC Assembly President and the President of Chapter 2538. Employees will be able to withdraw their request if they decide not to transfer or demote.

7. The granting of the above noted request does not entitle the employee to moving expenses.
8. The employee may receive no more than one (1) transfer or demotion, as defined in item number 4, within any twelve (12) month period, unless approved by Management.
9. If the employee is transferred or demoted in accordance with this Agreement, he/she will not be subject to a probationary period. Employees currently on probation will not be subject to the provision of this Agreement.

**DCA Progression**

1. In mutual agreement between RSC and OCSEA, DCA II employees will progress to the DCA III position upon successful completion of the DCA III promotion assessment. DCA II employees may choose to remain a DCA II employee and opt out of the progression.
2. DCA II employees become eligible to take the DCA III promotion assessment after they have obtained five (5) years of service as a DCA II by the date of the promotion assessment (or five (5) years of service in an equivalent Determination Services position with another state,

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or a combination of the above equal to five (5) years).

3. Eligibility is also contingent on the DCA II employee having no active discipline for performance at a "written" level or higher.
4. Additionally, eligibility is also contingent on the DCA II employee having no more than one (1) "below" on their last annual evaluation. Employees with more than one (1) "below" on the most recent annual evaluation may request a review of the areas of deficiency at the mid-point of the evaluation period. If at that time, the areas of deficiency have improved to a satisfactory level, then the employee may take the DCA III promotion assessment.
5. The promotion assessment will be given sixty (60) days prior to or after April 1st and October 1st, totaling twice a calendar year.
6. DCA IIs that have obtained five (5) years of service as a DCA II may attend specific Agency training prior to taking the assessment. The training session will be offered within thirty (30) days of the promotion assessment and last up to two (2) hours. A work adjustment will be made for the DCA IIs attending the training session.
7. DCA IIIs will serve a six (6) month probationary period. Employees who do not pass the probationary period (or who elect to demote back to the DCA II position) may not re-apply for advancement to the DCA III position for one (1) year after returning to the DCA II but the said employees shall not be required to retake the DCA III assessment unless a new test instrument has been constructed.
8. Part-time DCA II employees advancing to the DCA III Position will serve an equivalent probationary period based on the number the hours worked.

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**OHIO DEPARTMENT OF TRANSPORTATION**

**A. 13.06 - Report-In Location**

The report-in location(s) for the purpose of establishing start time for ODOT field employees shall be the particular project to which they are assigned or thirty (30) miles from the employee's residence, whichever is less, year-round. Field employees who reside outside of the district to which they are assigned shall start the above mileage figures at the district line.

Field employees for purposes of this Section will include Project Inspectors, Highway Technician 3s and 4s and other construction personnel assigned to construction projects who do not have the district office as a normal report-in location.

HT 2s who are assigned to a construction project which is farther from home than their normal report-in location, shall be compensated for any additional travel time and/or mileage incurred.

This language supersedes all memoranda of understanding, amendments, letters of intent, or any other mutually agreed to provisions.

**B. 13.07 - Overtime**

Management has the sole and exclusive right to determine the need for overtime.

Insofar as practicable, overtime opportunity hours shall be equitably distributed on each overtime roster on a rotating basis by seniority among those who normally perform the work as defined in the classification specification and/or position description. Overtime work which contains duties that are common to a classification series shall be equitably distributed among those employees within the appropriate series on that particular roster. In the event

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the Employer has determined the need for overtime, and if a sufficient number of employees is not secured through the above provisions, the Employer shall have the right to require the least senior employee(s) who normally performs the work to perform said overtime. The overtime policy shall not apply to overtime work which is specific to a particular employee's classification and/or position description or specialized work assignment or when the incumbent is required to finish a work assignment.

The Agency agrees to post overtime rosters which shall be provided to the facility steward, within a reasonable time, if so requested. The rosters shall be updated as soon as feasible after each overtime event, no later than each pay period in which any affected employee had overtime offered. Each ODOT Field District will maintain a standard, district electronic overtime roster with all refusal hours and hours worked recorded in accordance with this overtime policy.

~~A system for tracking overtime in TMS or a replacement system will be piloted in one county in District 4 for a thirty (30) day period. At the end of thirty (30) days the system will be evaluated for an additional thirty (30) days. After sixty (60) days, the pilot will go district wide. The duration of this pilot will be until 7/1/09. Prior to 7/15/09, results of the pilot will be evaluated by the appointed Statewide Joint Labor/Management Subcommittee. If the pilot is successful, the process, with accompanying training, will be rolled out statewide within six (6) months. If deemed unsuccessful, current language will stand.~~

The OT roster will be generated by query by the facility or project supervisor daily or as needed. All OT worked or refused will be entered into TMS or a replacement system within five (5) business days.

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Employees shall be placed on the appropriate overtime roster by classification for that facility, work unit, or project. All Highway Maintenance Workers, Highway Technicians, Project Inspectors, Bridgeworkers and Routemarkers with CDLs will be automatically placed on the appropriate overtime roster for snow and ice control. Overtime opportunity hours shall be carried from project to project and assignment to assignment. Overtime opportunities charged while on temporary working assignment will be carried back to the employee's regular roster. Overtime worked as an auxiliary snow and ice driver will not be carried back to the employee's regular roster.

Employees on an overtime roster shall provide a telephone number to their supervisor where they may be contacted by their supervisor. The Agency shall establish a phone log procedure to verify phone calls to employees who are being contacted for overtime. In the event there is a dispute as to an employee having been contacted, or which employee(s) were contacted, the phone log will be used for verification. In locations where there are computer verified phone systems, the computer log may be used for verification.

Employees who accept overtime following their regular shift shall be granted a ten (10) minute rest period between the shift and the overtime or as soon as operationally possible. In addition, the Employer will make every reasonable effort to furnish a meal to those employees who work four (4) or more hours of mandatory or emergency overtime and cannot be released from their jobs to obtain a meal.

In situations where shifts are utilized, the Employer and Union may agree to alternative call-out procedures to work non-shift hours. Five (5) calendar days notice will be given for county maintenance shifts which exceed ten (10) working days and will be first filled by

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canvassing qualified volunteers from that work unit's regular roster for the classification specified. If there are more volunteers than shift positions, then State seniority shall be the determining factor. If the need for volunteers still exists, the remaining shift positions shall be filled by inverse seniority. This Section does not apply to shifts formed in reaction to any short term operational needs.

When employees are scheduled for at least two (2) hours of overtime, arrive at the job site to perform such overtime, and the work is cancelled due to inclement weather or contractor's or Employer's decision, those employees scheduled to work are entitled to two (2) hours of overtime that day.

An employee who is offered but refuses an overtime assignment shall be credited on the roster with the amount of overtime refused. An employee who agrees to work overtime and then fails to report for said overtime shall be credited with the amount of overtime offered, and shall be liable for discipline unless extenuating circumstances arose which prevented him/her from reporting.

Any "no contact" with an employee shall be charged as overtime refused on the overtime roster. Contact with an answering machine or person other than the employee, without reply from the employee while the need still exists, shall be considered as overtime refusal.

Overtime rosters shall be rolled-back at the end of the pay period which includes April 1 in order to diminish accumulated hour totals. An employee within a classification series with the lowest number of hours on a specific roster shall be reduced to zero (0) and all other employees within that classification series on the same roster shall be reduced that same amount of hours.

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Any dispute regarding overtime shall be raised in accordance with the timelines established under Article 25 of this contract. The timelines for filing a grievance begins the first day following the posting of the overtime roster in which the alleged violation is first shown.

During snow and ice operations employees are expected to work overtime. Consistent charged refusals to work overtime may be grounds for discipline.

For equitable distribution purposes only, an employee on paid leave (e.g., vacation, compensatory, personal, Workers' Compensation, disability benefits, etc.) shall be considered as refusing all overtime opportunities until their next scheduled shift unless he/she has informed the supervisor as to his/her availability prior to the departure for the leave. This type of refusal shall be coded as RL and shall not be included as refusals subject to discipline in the preceding paragraph as long as the amount of leave is a minimum of eight (8) hours.

Snow and ice overtime opportunities shall be offered in the following order:

a. HT 1-5, RM, BW, HMW & PIs (with CDLs) whose daily work assignment is at a county facility;
b. HT 1-5 & PIs who are assigned to a construction project and all non-county BW/RM/HMWs/HTs;
c. Unit 6 employees assigned to County (who are not on first list, i.e., Mechanics);
d. All other Unit 6 employees;
e. All other bargaining unit employees.

Snow and ice overtime call out procedure is an appropriate subject for District Labor/Management Committees. If the parties are unable to resolve this issue at the District

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level, the issue may be submitted to the Statewide Labor/Management Committee for resolution.

In October of each year, Management shall canvass employees who do not normally perform snow and ice removal duties to volunteer for overtime opportunities to do this work when regular overtime rosters are exhausted. Those employees whose normal duties require the performance of snow and ice removal at an ODOT facility will be permitted to volunteer for an auxiliary list. However, these employees may be required to obtain supervisory approval prior to accepting auxiliary snow and ice overtime work. Supervisors will not unreasonably deny such requests, and such denials may be appealed up through Step Three of the grievance procedure. These employees shall be placed on auxiliary rosters in counties to where they volunteer. The first auxiliary roster is composed of qualified Unit 6 employees and overtime shall be offered in rotation by seniority order. The second auxiliary roster is composed of all other qualified employees. Management is not required to equalize overtime on auxiliary rosters. Employees on auxiliary lists have no right to grieve overtime opportunities for snow and ice removal, except that employees who are required to be on an auxiliary list shall have grievance rights under Article 25.

If an employee on the first auxiliary list believes he/she was improperly bypassed two (2) consecutive times, the employee may file a complaint with supporting documentation to the Labor Relations Administrator in ODOT. If their complaint is substantiated, the employee shall be placed at the top of their auxiliary list.

Project Inspectors, Bridgeworkers, Routemarkers and all non-county Highway Maintenance Workers and non-county Highway Technicians whose classification

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specifications include snow and ice removal duties, will be placed on a snow and ice removal overtime roster, and will be called in rotation immediately following calls to all main list employees for snow and ice removal for that facility.

Newly hired, promoted, demoted, or lateral transferred employees under the provisions of Article 17 of this Agreement who are qualified to perform the work shall be charged on the roster with one (1) hour more than the highest amount on the appropriate roster in their new work location.

In Construction, Unit 7 employees will have preference for overtime assignments over non-Unit 7 employees on the project to which they are assigned.

Construction overtime distribution by project for overtime abutting the shift and for overtime less than four (4) hours not abutting the shift shall be offered to those qualified by the Series level in the following order:

a. HT2, HT3, HT4 & PIs;

b. Temporary Work Assignments.

Construction overtime distribution by project for overtime of four (4) hours or more not abutting the shift (ten (10) mile rule) shall be offered to those qualified by the series level in the following order:

a. HT2, HT3, HT4 & PIs assigned to construction project where overtime exists;

b. HT2, HT3, HT4 & PIs on construction projects where the project office is within ten (10) miles of the project office where the overtime exists;

c. Temporary Work Assignments assigned to the project where the overtime exists.

Nothing in this Agreement is meant to modify the overtime procedures as established in

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the Highway Technician Memorandum of Understanding.

In Construction, overtime rollback will be district-wide for all Project Inspectors. The rollback will occur at the end of the pay period which includes April 1.

In Construction, every reasonable effort will be made to equalize overtime opportunity hours. Construction assignments will be based upon operational needs, proximity to project, and/or employee qualifications/experience, and in consideration for the equitable distribution of overtime.

Except as otherwise established by the Employer an employee's posted regular schedule shall not be established in such a manner to require the Employer to pay overtime. An employee's posted regular schedule shall not be changed solely to avoid the payment of overtime, unless notice requirements have been fulfilled pursuant to 13.07 of the main body of the contract.

By October 1 of each year, district Labor/Management Committees shall formulate a plan for moving into and out of twelve (12) hour shifts for snow and ice operations. Shifts in excess of twelve (12) hours can be used to roll into and out of snow and ice operations. If for any reason the parties are unable to resolve this issue at the district level, then the issue will be submitted to the Statewide Labor/Management Committee for resolution. This process in no way abrogates the Agency's right to formulate and implement such a plan in the absence of a joint resolution.

Employees shall not work in excess of sixteen (16) consecutive hours unless prior approval is obtained from the appropriate Deputy Director or designated administrator. If the sixteen (16) hour period ends during the employee's regularly scheduled shift the Employer

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will assign duties to the employee that minimize equipment operation and/or exposure to moving equipment for the duration of the shift.

The Unit 6 agreements listed in Appendix P of the Collective Bargaining Agreement do not pertain to the Department of Transportation.

**C. 13.08 - Call-Back Pay**

In ODOT, employees who are called back to work and do report outside of their regularly scheduled shift for a time period that does not abut their shift, who work two and one-half (2 1/2) hours or less will be paid four (4) hours at the straight time rate and will be credited on the appropriate overtime roster with two and one-half (2 1/2) hours overtime. Those employees who work more than two and one-half (2 1/2) hours will be paid actual hours worked at the overtime rate of pay subject to the provisions of Article 13.10. Should an employee work hours that qualify for the shift differential rate as specified in Section Q of this Agreement, the shift differential rate shall be included for the purpose of calculating call-back pay.

However, an employee called-in for snow and ice removal to work for a time period abutting his/her shift will be paid a minimum of one-half (1/2) hour at the overtime rate of pay. A consistent refusal shall not be charged for anyone called less than one (1) hour prior to his/her normal shift.

**D. Temporary Working Assignments**

When fluctuations in workload or weather conditions necessitate the temporary transfer of employees, the Director of the Ohio Department of Transportation or designee may temporarily assign such personnel to duties other than those specified by their classification.

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Seniority and qualifications shall be a factor in determining which employees will be deemed available for temporary working assignments.

Such assignments shall first be done through the solicitation of volunteers in State seniority order among all qualified employees released at that time for the temporary working assignments.

When an employee is temporarily transferred, the transfer will be to a classification for which the employee possesses minimum qualifications. An employee(s) shall suffer no loss of pay, benefits or seniority as the result of a temporary transfer. Where such temporary transfers will be to a higher paying classification, the employee will receive the pay of the higher paying classification, but not limited to four percent (4%) above his/her current step rate of compensation.

An employee temporarily transferred by this Section shall be notified in writing at least five (5) calendar days in advance of the transfer.

Prior to the implementation of temporary working assignments, a full list of classifications and job locations to which transferred employees may be assigned and a copy of such shall be given to the district steward.

Seniority shall be a factor in determining who first returns from a temporary working assignment to a particular project or particular county.

Employees assigned as field employees shall have the field employee report-in location during the assignment. Employees who volunteer for a position which is farther than their normal report-in location shall not have their additional travel time counted as hours worked. Employees who are required to accept assignments which are farther than their normal

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report-in location shall have their additional travel time counted as hours worked.

The duties of a temporarily transferred employee(s) shall not unduly alter the regularly scheduled assignments of permanently assigned employees. Any employee who is on a temporary transfer shall not be considered for an overtime assignment until all appropriate permanently assigned employees have been asked to work the overtime pursuant to this Agreement.

No employee temporarily transferred by this Section will be transferred in excess of one thousand two hundred fifty (1,250) hours within a twelve (12) month period, unless mutually agreed to by the employee, district steward and the Agency Head or designee.

Unit 7 employees on temporary working assignments shall have the right to request in writing to be assigned project work which becomes available prior to the completion of the temporary working assignment. In any event, Highway Maintenance Workers will not be placed on temporary working construction assignments while Project Inspectors are on temporary working Highway Maintenance Worker assignments, unless the affected Project Inspector waives the right to be assigned to the project.

Employees shall not be transferred under this Section to avoid the filling of permanent vacancies pursuant to Article 17 of the contract.

**E. Step Three Grievance Meetings**

Step Three grievance meetings will normally be held at the work site of the grievant. If the meeting is held at the district headquarters, the district steward will be permitted to participate in the meeting.

The parties have established monthly schedules for each district's Step Three meetings.

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This schedule serves to extend the time limits for any grievance which arrives too late to be scheduled for one (1) month, but which would otherwise be untimely in the following month.

**F. Tool Allowance**

Auto Mechanics, Automotive Technicians and Auto Body Repair Workers shall receive an annual tool allowance of $250 payable no later than the second pay period of April, and each year of the contract thereafter.

**G. Uniform Allowance**

Auto Mechanics, Automotive Technicians, Auto Body Repair Workers, Machinists, and Welders who choose to wear uniforms shall be provided a uniform allowance of $150 annually payable no later than the second pay period in April, and each year of the contract thereafter.

**H. 17.08 - Permanent Relocation**

The contractual provisions of permanent relocation contained in Section 17.08 do not apply to ODOT transfers within a county. Prior to initiating a permanent relocation within a county, the LRO shall meet with the district steward to discuss the rationale for such relocation. If there is reason to believe that such transfers are made for other than operational needs, the employee may file a grievance directly at Step Two and have grievance rights through Step Three.

**I. Cross Training**

In each district the Employer and the Union may agree to create cross-training programs to enable the work force to become more flexible, diverse, and to increase operational efficiency.

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## J. Office of Aviation

### 1. Flight Crew Duty Day

Flight Crew Duty Day is calculated from report time to one-half (1/2) hour after shutdown. Report time is normally one (1) hour prior to takeoff. The time between 7:30 a.m. and the report time will not count toward the crew duty day or overtime. Flight Crew Duty Day will be calculated continuously from report time with no scheduled lunch period. On RON missions, Flight Crew Duty Day commences upon departure from the point of lodging.

### 2. Daily Work Hours

Flight crews will work a minimum of eight (8) hours daily on flight and/or ground duties. Management has the authority to release flight crews from duty when missions are changed, cancelled or completed at the end of the employee's normal working hours. Minimum daily guarantee of eight (8) hours will apply if the duty day is less than eight (8) hours, and when flights scheduled to report after 4:30 p.m. are cancelled. Non-flying working hours shall be adjusted as necessary to ensure office coverage on days when normal operations office personnel are unavailable, not to go beyond normal office hours. A late report time is authorized in order to complete the previous day's crew rest period as outlined in the flight operations manual. Any time worked on Saturday, Sunday, or a holiday will be compensated in accordance with the contract.

### 3. Professional Supplements

An employee in the Aircraft Pilot Classification prior to March 1, 2003 is eligible for a professional achievement pay supplement, equal to five percent (5%) of the employee's

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classification salary base rate, upon obtaining and maintaining any of the following ratings or certifications that are over and above those set forth by the Department of Administrative Services, Ohio Classification Specification for the position which the employee holds, provided such additional certification is used to enhance the operational efficiency of the Office of Aviation.

A. CFII (Certified Flight Instrument Instructor)

B. ATP (Airline Transport Pilot)

An employee in the Aircraft Maintenance Technician classification prior to March 1, 2003 is eligible for a professional achievement pay supplement, equal to five percent (5%) of the employee's classification salary base rate, upon obtaining and maintaining an Inspection Authorization Certificate (IA) provided such additional certification is used to enhance the operational efficiency of the Office of Aviation.

The supplements shall be added to the employee's base salary for all hours paid but shall not be used in the calculation of overtime rate of pay. If an employee loses a qualifying rating or certification he/she is no longer eligible for the supplement. Employees are required to notify Management of any changes in certification or rating status. In the event of a reclassification, employees receiving a professional supplement will continue to receive the supplement as long as eligibility requirements are maintained.

**4. Aircraft Maintenance Technician Tools**

The classification listed above shall receive an annual tool allowance of up to $350 for personal tools used for the performance of work on State aircraft. The allowance is payable semi-annually upon submission of receipts for tools purchased each contract

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year.

**5. Operation of Aircraft by Chief Pilot**

The Union recognizes that the Aviation Manager (Chief Pilot) of the Flight Operations section of the Office of Aviation must operate aircraft in order to maintain FAR currency in the operation of aircraft, and conduct training and qualification flights. The Chief Pilot shall be permitted to operate aircraft when all available qualified flight crews have been assigned or declined a mission on any given day, or as permitted by the provisions of Article 1.05. The Employer agrees that the operation of aircraft by the Chief Pilot shall not result in the loss of an overtime opportunity for a flight crew member, except in the case of operational need or where the assignment of an overtime mission would violate the maximum crew duty day.

**K. Highway Technicians**

**Posting HT 1, 2, 3, HTES within a District**

When the Agency has determined the need to fill a vacancy for any Highway Technician 1, the vacancy will be posted internally for five (5) working days within a district. The posting will be placed throughout the district at all open facilities, and a copy will be given to the district steward. Only employees in the Highway Technician 1, 2, 3 or Highway Technician Equipment Specialist (HTES) classification will be permitted to bid using this internal process. All applications will use an agreed upon paper or electronic form and shall be submitted to the appropriate personnel office on or before the fifth posting day. An application can be withdrawn at any time prior to the close of the posting period, which is 5:00 p.m. on the fifth working day. An employee on approved leave may file a bid request

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prior to departure with personnel for any potential internal postings that may occur during the period of the approved leave.

The most senior Highway Technician within the district will be notified of their selection and start date within three (3) working days of the close of the posting. At the Agency's discretion, this process will repeat until there are no internal Highway Technicians 1, 2, 3 or HTES who bid internally. After all internal lateral postings under this process an HT 1 may be posted pursuant to Article 17, however, HTs within the district cannot bid on that vacancy posting.

**Highway Technicians Cross-District Lateral Transfers**

Highway Technicians bidding across district lines who are successful applicants may only laterally transfer one (1) time per rolling year from the effective date of the transfer.

**Movement of Highway Technicians**

All employees in the Highway Technician 1, Highway Technician 2 and Highway Technician 3 classifications who are qualified for a posted Highway Technician 1 vacancy, regardless of their current level in the series, will be considered as lateral transfers with the most senior bidder awarded the position. If the Highway Technician 1 position is awarded to a Highway Technician 2 or Highway Technician 3, there will be no change in pay or classification to the successful bidder.

Employees in the Highway Technician 4, Pay Range 10 classification who bid on positions posted in the Highway Technician 5, Pay Range 10 classification will be considered a promotion for bidding purposes only, in accordance with Article 17. If selected for the position, the personnel action will be processed as a lateral class change (probationary

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period, wages, etc.).

**Highway Technicians Hired After November 26, 2003**

The Employer will have up to seven (7) years to provide HT 1s training opportunities for Level 1 training courses/certifications for all Highway Technicians. The Employer will have up to eleven (11) years to provide HT 2s training opportunities for Level 2 training courses/certifications and 2,080 hours of construction experience. If the employee, through no fault of their own, is unable to obtain specified training, the Employer will credit the employee for said courses and/or experience. The Employer must provide and employee must attend training/experience for which they have previously received credit. The seven (7) or eleven (11) year period will be extended by the duration of approved (thirty (30) consecutive days or longer) disability, Workers' Compensation, or military leave.

Construction experience hours for all HT 3s cannot be earned until construction experience credited for HT 2 has actually been obtained.

**Highway Technician Equipment Specialist (HTES)**

OCSEA and ODOT agree to create a new classification "Highway Technician Equipment Specialist" within the Highway Technician series at Pay Range 07. This classification's primary duties will consist of operation of the most complex construction equipment in special projects, snow and ice duties, and general maintenance duties. There will be no construction experience required for this position. There will be a limited number of these positions posted. The minimum qualifications will consist of Highway Technician Level 1 courses, appropriate CDL, and experience in operation of heavy construction equipment. The minimum qualifications stated above are not intended to be all inclusive. Creation of

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this classification will be dependent upon approval from DAS and SERB.

**HT Dispute Resolution, Testing & Enforcement Committee**

The HT Dispute Resolution, Testing & Enforcement Committee will address unresolved issues regarding the administration of the HT series including but not limited to training, testing and preparation, qualifying experience, access to training and advancement based upon training/certification. The committee will be comprised of up to five (5) representatives from the Union and up to five (5) representatives from Management. Each party will choose its own representatives. A quorum shall be a minimum of two (2) representatives from each party.

All decisions by the committee will be final and binding.

If the committee cannot agree to a resolution, they will review the issue with an arbitrator. The arbitrator shall hear the issue within thirty (30) days of receipt. The arbitrator shall hold a hearing where he or she will hear the facts and can receive information and evidence. The hearing shall include all committee representatives. The arbitrator is encouraged to take an active role in resolving and settling disputes. The arbitrator shall render a binding decision in writing the same day or at the arbitrator's choosing within three (3) working days of the hearing. The arbitrator will be selected by the parties and all costs will be shared equally.

If the parties do not meet to resolve an issue, the issue will automatically be heard by the arbitrator within sixty (60) days of the date of filing.

This committee will exist for the duration of this contract.

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**L. Safety on Construction Projects**

After July 1, 2003 all ODOT employees not already in a safety sensitive pool (CDL) regularly assigned to a construction worksite to physically monitor, inspect, or oversee construction projects shall be subject to random drug and alcohol testing in a safety sensitive position pool pursuant to Appendix M. The procedures and protocols for testing shall be the same as defined in Appendix M.

**M. Probationary Period**

Effective March 1, 2003, all ODOT new hires will serve an initial one (1) year probationary period.

New hires into the Highway Technician 1 classification, who progress through the Highway Technician series, will continue to serve the original specified length of probation, regardless of movement within the series.

**N. Education Seminars and Training**

Employees shall be notified as soon as reasonably possible in advance when they are required to attend training and/or seminars if such training and/or seminars require an overnight stay.

**O. Stand-By**

An employee will be on stand-by and entitled to stand-by pay if he/she is required by the Agency or supervisor in writing to be on stand-by.

If the reason for stand-by is eliminated, Management may cancel the stand-by with a telephone call direct to the employee verifying the cancellation and the time canceled.

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**P. Project Employees**

Project employees shall have no bid rights under Article 17 to permanent positions posted at ODOT.

**Q. Suspension/Disqualification of Operator's or CDL Licenses**

All employees who are required to maintain an Operator's license or CDL pursuant to this contract, their position description, or classification specification are required to promptly notify the Employer of any current or pending invalid status of their Operator or CDL license. This includes, but is not limited to, the suspension, revocation, forfeiture, or disqualification of their Operator's or CDL license.

These employees who are not legally permitted to drive at work for thirty (30) calendar days or less will be required to use accrued vacation, personal, or compensatory leave, or will be placed on leave without pay upon exhaustion of vacation, personal, or compensatory leave. Employees will automatically receive a five (5) day working (paper) suspension, and shall be required to enter into a two (2) year Last Chance Agreement for same or similar violations, without recourse to grieve.

These employees who are not legally permitted to drive at work for more than thirty (30) calendar days up to one hundred twenty (120) calendar days will be, at Management's discretion, placed on leave without pay or demoted to the first step of a classification for which they are qualified if such a position is deemed available. Employees will automatically receive a ten (10) day working (paper) suspension, and shall be required to enter into a three (3) year Last Chance Agreement for same or similar violations, without recourse to grieve. If these employees regain their ability to legally drive at work in accordance with their original

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position description within the one hundred twenty (120) day period, they will be returned to their original classification and step at an available location within their district.

All employees placed on extended leave without pay under this Section will be responsible for both their share and the Employer's share of health insurance premiums should they choose to continue health insurance coverage during the absence.

These employees who are not legally permitted to drive at work for more than one hundred twenty (120) calendar days will be permitted to resign, or will be terminated without recourse to grieve.

This Section does not cover employees serving an initial probationary period. These employees serving an initial probationary period will be terminated for any suspension, revocation, or disqualification of their license.

**R. Automotive Mechanic and Technician Committee**

ODOT & OCSEA shall establish a committee to explore training issues for the Auto Mechanics and Auto Technicians. The purpose of the committee will be to identify areas affecting Mechanics/ Technicians (e.g., computer hardware, software, training, etc.), prioritize items, explore possible funding methods and implement solutions. The committee's goal is to explore opportunities to improve efficiency while being cost effective, and ultimately utilizing cost savings to provide needed training.

This committee shall be created within thirty (30) days after the effective date of this Agreement. The committee will be co-chaired by a Union and Employer representative. The committee shall be composed of at least one (1) person from each of the following classifications/areas: Auto Mechanic, Auto Technician, County Manager, District Equipment

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Manager, representative from the office of Equipment Management, Office of Training, Labor Relations representative, and OCSEA staff representative. Additional members may be added at the discretion of the co-chairs.

**S. Asbestos Abatement**

The parties agree that the subject of asbestos abatement inspection is an appropriate topic for the Statewide Labor/Management or Health and Safety Committee.

**T. HT External Certifications**

The HT Academy Level 2 External Certification Aggregate Level 2 will be required for test lab track employees only. Any HT employee who currently possesses this certification can choose to recertify. Fees associated with recertification will be paid in accordance with the HT MOU.

**U. Reclassifications**

If the Employer has a need to reclassify an employee the request will be submitted to the Union co-chair of the appropriate district L/M Committee for consideration. It will then be reviewed at the appropriate district Labor/Management Committee. If the Union objects to the request at the district L/M Committee, the reclassification will be moved to the Statewide Labor/Management Committee. It is understood that the Union cannot grant final approval of the request at either L/M Committee but must forward for further review and a final determination by the authorized Union designee.

**V. Respirator Medical Evaluation Procedure**

Employees allocated to HT 4 (except test lab track) in accordance with HT MOU will be required to complete an online respirator medical questionnaire within six (6) months of

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being reclassified to HT 4.

The selected applicant for newly posted and filled HT 4 positions must obtain medical clearance for respirator usage prior to being awarded the HT 4 position. HT 4 postings will contain a statement requiring successful applicants to obtain medical clearance for respirator usage.

HT 4s (except test lab track) will be required to complete the online medical questionnaire at least every other year unless an employee has had a change in their medical condition. There may be other reasons employees will be tested more frequently, such as: if changes occur in the workplace conditions resulting in the profile being updated, observations made during fit testing indicating problems with breathing, etc. Employees with a change in their medical condition must notify Management immediately and may be required to complete an online medical questionnaire earlier than expected.

HT 4s who are unable to obtain medical clearance for respirator usage will be notified immediately, along with the district safety consultant and central office safety.

If an employee is not medically cleared, the district safety consultant will notify the district Union steward within three (3) days of the date the employee was tested.

Employee will:

1. Receive a letter from the third party administrator informing him/her of what additional information is needed to obtain medical clearance for respirator usage.
2. Go to their family physician to obtain needed documentation, testing, etc. as stated in the letter from the third party administrator.
3. Employee or physician will send documentation, tests results, etc. to the third party

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administrator.

4. The third party administrator will review information and determine status on respirator usage.

The employee has ninety (90) days from the date tested to obtain medical clearance for respirator usage. Failure to obtain medical clearance within ninety (90) days will result in employee being demoted to HT 3.

HT 4s assigned bridge painting inspection duties will be required to pass a fit test administered by the district safety office and a blood test for lead and zinc protoporphyrin prior to the start of the assignment, middle of the assignment and the end of the assignment.

**W. ODOT MOUs**

For the duration of this Agreement, the following MOUs and agreements entered into prior to March 1, 2003 as revised on May 13, 2008, are incorporated into this Agency Specific Agreement.

Guidelines for Discipline of Consistent Overtime Refusal

District Wide Positions

Engineer in Training

Flood Settlement

CDLs and License Requirements

Auto Tech Agreement

Parallel Series Agreement

Highway Technician MOU (Except as modified by this Agreement)

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**X. Supersession**

This Agency supplemental agreement supersedes any conflicting contractual language.

**Y. Non-permanent Highway Technicians or Highway Maintenance Workers**

Non-permanent appointment category employees placed in the Highway Technician or Highway Maintenance Worker series will be covered by the OCSEA Collective Bargaining Agreement and as such will pay Union dues or fair share fees. These employees will be entitled to Union representation and contractual pay rates. However, they are still deemed as non-permanent employees and as such are not eligible for any contractual benefits received by permanent employees (e.g., vision, dental, life, or health insurance, holiday pay, leave accruals, UBT or UET contributions, etc.).

Such employees will be in the unclassified service, terminable at will without recourse. They will have no rights under the Highway Technician Memorandum of Understanding. They will pay into PERS. Management has the right to determine their working schedule, however, overtime work shall first be offered to permanent employees who have a contractual right to said overtime under the overtime provisions of the ODOT Agency Specific Agreement before being offered to non-permanent employees.

Non-permanent employees have no bid rights under Article 17 to permanent positions posted at ODOT. In the event of a layoff in the Highway Technician or Highway Maintenance series, non-permanent employees in those series will be terminated before any permanent employees are laid off.

The use of these non-permanent employees is limited to 1,000 hours in a fiscal year for both intermittent and seasonal employees. The duration of interim positions is determined by

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Article 7 of the OCSEA Agreement. Internal interim appointments to the Highway Technician or Highway Maintenance Worker series are not covered by any of these provisions.

**DEPARTMENT OF VETERANS SERVICES**

**Scheduling**

The parties agree to the continuation of the joint Labor/Management Committee to examine and discuss alternative scheduling of Licensed Practical Nurses and Hospital Aides.

Current scheduling practices (i.e., every other weekend off, restricted use of vacation on weekends, and scheduling of intermittent employees) will remain in effect unless operational need prohibits their continuation. In the event operational need requires the cancellation of every other weekend off, the other scheduling practices listed above will cease. New scheduling practices will be discussed with the Union.

**Uniform Allowance**

A uniform allowance of $120 per year will be granted to full-time, permanent employees in the following classifications: LPN, Hospital Aide, Food Service Worker, Food Service Coordinator, Cook 1, Cook 2, Baker and Dietary Clerk. Payment will be made annually in September to all employees in the above classifications upon completion of any probationary period in such classification. Part-time employees will receive an allowance prorated on their scheduled hours.

**Health and Safety**

The parties agree to bring the issue of safety equipment to the first meeting of the Agency's Health and Safety Committee after the effective date of this Agreement. At that

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meeting, the parties will discuss and review the Occupational Safety and Health Administration (OSHA) and Public Employees Risk Reduction Program (PERRP) guidelines regarding personal protective equipment (PPE). The Committee shall develop and present recommendations to the Director or his/her designee.

**Overtime**

Unit 4 and Unit 5 employees may be mandated for overtime only one (1) time per seven (7) day period. Mandatory overtime shall be rotated among employees who normally perform the work and are listed on the seniority roster to perform the overtime. Furthermore, the Employer agrees to maintain a back up roster for Unit 5 employees as specified in the Unit 4 Agreement.

Employees volunteering for overtime will not be mandated again within the next twenty-four (24) hours following the conclusion of their overtime shift.

Employees mandated will be allowed a reasonable amount of time to make arrangements to work the overtime (e.g., arrange child care, cancel appointment).

Mandated employees may arrange for another employee to work the mandated overtime in their place until the employee is able to assume the mandatory overtime. Working for a mandated employee for less than four (4) hours does not relieve an employee from future mandatory overtime.

**Medical Appointments**

Employees with medical appointments scheduled three (3) days in advance may be granted flextime to cover the missed time based on operational needs. Employees working such flexed hours may be assigned to work areas at Management's discretion. Such hours will not be considered as a violation of Pick-A-Post (Section 13.02) or overtime (Section 13.07). Employees

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will be required to present documentation of absence. Flexed time will be permitted to be worked within the pay period.

**Work Area Postings**

Appendix N will be applied to Agency work areas. The parties agree to change each posting period from ten (10) days to five (5) days. An additional posting will be conducted as follows:

1) All day shift (0700-1530) vacancies for the classification of Nurse Aide and LPN that result following the third stage of Pick-A-Post will be canvassed by seniority among those employees in the identified classification who are on 2nd (1500-2330) and 3rd (2300-0730) shift. Upon selection by a 2nd or 3rd shift employee, the shift, work area and schedule of the successful candidate will be posted as a vacancy.
2) All fulltime vacancies, regardless of shift, that result following the third stage of Pick-A-Post will be canvassed by seniority among all part-time permanent employees. Upon selection by a part-time permanent employee, the shift, work area and schedule of the successful part-time employee will be posted as a vacancy.

The following three (3) classifications will be added to the Agency Specific Agreement for Department of Veterans Services to be randomly drug and alcohol tested:

| | | |
|---|---|---|
| 6 | 54541 | Boiler Operator 1 |
| 6 | 54542 | Boiler Operator 2 |
| 4 | 42741 | **Qualified** Pharmacy ~~Attendant~~ **Technician** |

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**OHIO BUREAU OF WORKERS' COMPENSATION**

**A. 18.04 - Bumping in the Same Office, Institution or County**

The affected employee may bump any less senior employee in the same, similar or related class series within the same office, institution or county (see Appendix I) provided that the affected employee is qualified to perform the duties.

When an employee in a closed classification is displaced by a more senior employee holding a same, similar, or related classification (as defined by Appendix I, Bargaining Unit 9, Group 8), the closed class will automatically be reclassed as follows:

(33294) Closed. Workers' Compensation Claims Representative 4 will be reclassed to a (16722) Workers' Compensation Claims Service Specialist at pay range 30.

(33293) Closed. Workers' Compensation Claims Representative 3 will be reclassed to a (16721) Workers' Compensation Medical Claims Specialist at pay range 29.

(33292) Closed. Workers' Compensation Claims Representative 2 will be reclassed to a (64432) Customer Service Assistant 2 at pay range 28.

(33411) Closed. BWC Customer Service Representative will be reclassified to a (64451) BWC Customer Service Representative at pay range 28.

**B. 13.07 - Overtime**

Management has the sole and executive right to determine the need for overtime.

Insofar as practicable, overtime opportunity hours shall be equitably distributed on a rotating basis by seniority among those who normally perform the work as defined in the classification specification and/or position description. In the event the Employer has determined the need for overtime, and a sufficient number of employees is not secured

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through the above provisions, the Employer shall have the right to require the least senior employee who normally performs the work to perform said overtime.

The overtime policy shall not apply to overtime work which is specific to a particular employee, classification and/or position description, or specialized work assignment (e.g., work associated with lump-sum settlement teams), or when the incumbent is required to finish a work assignment, or to situations when the Bureau offers overtime opportunities to all available, qualified employees (e.g., copying or filing work).

In all other circumstances, the Bureau shall comply with the overtime policy and shall post overtime rosters in accordance with Article 13 of the Contract. At those times rosters are necessary, the Bureau shall provide said rosters to the chief steward, within a reasonable time, if so requested. The rosters shall be updated every quarter in which any affected employee had overtime offered.

**C. Career Ladder**

The Bureau of Workers' Compensation (hereinafter the Bureau), and OCSEA (hereinafter the Union) agree to evaluate potential career ladders within the Bureau. The Personnel Department will conduct thorough job analyses to determine relevant experience, education and/or training required upon entry to each affected higher level classification (i.e., the classification into which an employee would progress). Job analyses will also be conducted on the lower level classifications (i.e., the classification from which an employee is progressing) to determine the extent to which the required qualifications of the affected higher level classification are developed in the lower level classification. The Article 36.05 Committee shall be utilized to review the job analysis findings and make any necessary

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amendments to the minimum qualifications. The purpose of the committee will be to evaluate agreed upon classifications within the Bureau and to establish career ladder opportunities for Bureau employees in OCSEA. Both parties acknowledge that career ladder reviews will not affect current Pay Range assignments.

Employees may volunteer to participate in the Ohio Workers' Compensation Certification Program. Completion of the various levels of the program will result in the employee being considered minimally qualified for the identified classifications; however, selection for these classifications will be made pursuant to Article 17.

In accordance with the existing enrollment guidelines, requests to participate in the Certification Program will be granted on a first come/first served basis depending on available slots and operational need. When simultaneous requests are made, seniority shall be the determining factor, absent extenuating circumstances (i.e., work backlog, active discipline, meeting program requirements). Denials may be appealed to the Service Office Manager.

**~~D. Workplace Mediation Program~~ Workplace Conflict Management**

~~Notwithstanding any contractual, grievance or any other existing EEO, OCRC complaints, the BWC and Union recognize the benefits of participating in the Ohio's Workplace Mediation Program sponsored by the Ohio Commission on Dispute Resolution and Conflict Management. The BWC and Union agree to strongly encourage employees to proactively utilize the State of Ohio mediation program to resolve employee conflicts for as long as the program is in existence.~~

~~In accordance with Articles 25.08 and 25.14, the parties agree to participate in the~~

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~~Commission on Dispute Resolution's "Early Mediation" program as an alternative grievance resolution method. The guidelines of the Early Mediation program will be developed by the Workplace Mediation Advisory Group.~~

**The BWC and the Union recognize the benefits of participating in Dispute Resolution and Conflict Management. The BWC and the Union agree to strongly encourage employees to utilize available resources to resolve employee conflicts.**

**~~E~~D. Grievance Hearings or Other Meetings**

Pursuant to the provisions of Article 25.01 (G), Step Threes or other meetings (e.g., pre-disciplinary meetings) will be conducted via teleconference, videoconference or polycom, unless mutually agreed to otherwise. Grievance hearings involving employee termination will not be conducted in this manner unless there is mutual agreement. Utilizing videoconferencing technology for major suspension hearings will be considered on a case-by-case basis.

**~~F~~E. OCOSH Employees**

All employees headquartered at OCOSH will be considered headquartered in Franklin County for purposes of Articles 17 and 18.

**~~G~~F. Performance Measures**

The BWC and OCSEA are committed to creating, maintaining and evaluating performance measures as they relate to an employee's position. Where performance measures are established for an entire classification, the parties may jointly review these measures to ensure quality, quantity, objectivity, subjectivity and fairness. Discussions concerning performance measures are appropriate for Labor/Management.

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**~~H~~G. Project Initiatives**

The parties agree to continue their efforts to examine work processes in the pursuit of efficient work systems and a high performance workplace. Work redesign and/or process mapping initiatives will be shared with the Statewide Labor/Management Committee.

Pursuant to Article 5, Management will identify the need to evaluate work processes, establish work teams, develop recommendations and implement work redesign based on the following guidelines:

- Management will notify the Union of the decision to engage in work redesign and/or mapping process initiatives;
- Management is committed to the utilization of bargaining unit members as subject matter experts (SME) for work groups and/or pilot programs;
- Union will be given an opportunity to provide SME resources for projects requiring participation by bargaining unit members;
- SME participation will be on a voluntary basis;
- Both parties agree that the Labor/Management Committee is an appropriate venue to discuss this subject matter.

**~~I~~H. Building Closures**

The BWC and OCSEA recognize the need to provide services on a continuing basis even when conditions may warrant the closing or delayed start of a particular office or facility of the Bureau. It is agreed that it is in the interest of both parties to assist in identifying possible alternative worksites in the case of such unforeseen emergencies.

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Therefore, when the Bureau closes an office or facility, employees who cannot report to their normal report-in locations may be required to report to an alternative site. In such instances travel time and mileage shall be paid in accordance with Articles 13.06 and 32.

~~Within sixty (60) days of the ratification of the contract, if not sooner, the parties shall convene local Labor/Management meetings to discuss the details of a procedure to assign employees to alternative report-in location. In the event a local Labor/Management meeting does not convene, the matter shall be forwarded to the Statewide Labor/Management Committee.~~ **The BWC and Union local Labor/Management Committee met to discuss the details of a procedure to assign employees to alternative report-in locations.**

The procedure developed by the local Labor/Management Committee, **meets** the following parameters:

- Alternate report-in locations should be clearly identified for each individual employee;
- Management will make a good faith effort to assign employees to the travel alternative report-in location which requires the least amount of travel;
- When an alternative report-in location can accommodate a limited number of employees, assignment shall be made by seniority;
- Employees shall not be required to report to an alternative location if there are less than four (4) hours remaining in the shift when an unforeseen emergency occurs;
- If Management does not provide instruction(s) for employees to report to alternative sites, or if there are no alternative sites available, employees will be granted administrative leave with pay.

Further, we mutually agree that this is an appropriate subject for Labor/Management

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Committees.

**DEPARTMENT OF YOUTH SERVICES**

**Absence Management Initiative**

The parties agree to mutually address the issue of absenteeism. The parties are committed to reducing absenteeism for all staff through local Labor/Management discussions. The local Labor/Management discussions may include, but are not limited to, examining the causes of absenteeism, and mutually agreeing to a plan for reducing absenteeism.

**Driver's License Suspension**

The phrase "for positions assigned to transportation, perimeter, transportation/relief, and special duty that transports" will be added after the "valid driver's license" requirement in the Juvenile Correction Officer "minimum class qualifications for employment".

JCOs bidding on transportation, perimeter, transportation/relief, and special duty that transports will be required to certify they have a valid driver's license.

Transportation, perimeter, transportation/relief, and special duty that transports must immediately report the loss or suspension of their driver's license to administration.

If the suspension is for sixty (60) days or less, the JCOs will follow the Pick-A-Post language that defines what to do when there are no trips.

If the suspension is greater than sixty (60) days to permanent, the JCO will be moved to a vacant post. If no vacancy exists, the officer will be placed in first shift relief until either a post becomes vacant or the officer successfully bids on another work opening.

**Health and Safety Committee**

The statewide ODYS Health and Safety Committee (statewide committee) shall meet at

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least once a quarter. The parties may mutually agree to meet more or less frequently.

**Inclement Weather Gear**

The selection of appropriate inclement weather gear will be recommended by the statewide committee:

1) The statewide committee may consider current inventory, current vendor contracts, current line item budgeting, and the need for inclement weather gear will be based on the post or job duties of the JCO, and the physical structure, and location of the institution.
2) ODYS agrees:
   A) ODYS agrees to continue providing a winter coat of sufficient warmth and quality.
   B) Items to be discussed include but are not limited to, Carhartts and raingear.
   C) ODYS agrees to allow the use of inclement weather gear that is purchased by the employee with the provision that restrictions may be imposed on the nature and color of the inclement weather gear.

**Incorporation of Statewide Agreements into Collective Bargaining Agreement**

The parties agree that all statewide agreements will be posted on the ODYS Intranet by the Bureau of Employee Relations. ODYS and OCSEA will review all newly enacted statewide agreements at each quarterly scheduled Statewide Labor/Management meeting for potential incorporation into the next Collective Bargaining Agreement.

**Investigatory Interview Committee**

Within sixty (60) days of ratification, the parties agree to form a joint Labor/Management Committee to explore and define the procedures and protocols to be used in an investigatory interview. The joint Labor/Management Committee will issue a report by August 31, 2009. The

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Investigatory Interview Committee report will be disseminated through joint training.

**Local Agreement Execution**

There shall be no local agreements, excluding grievance settlements, without the signature of the OCSEA Operations Director with responsibilities for ODYS, the staff assigned as co-chair of the Statewide Labor/Management Committee and a ODYS central office manager. Any local agreement executed without the required signatures will not be considered valid. Any local agreement, not properly signed, will cease to have effect once ODYS Central Office is made aware of the local agreement. OCSEA agrees not to move any grievances past Step Three of the grievance procedure for allegations of violations of a local agreement without the required signatures.

**Managing Youth Resistance**

The guidelines for the statewide committee regarding Managing Youth Resistance are as follows:

1. In order to prevent injury to the youth or staff, prevent damage to property, and preserve Institutional security the statewide committee shall review, evaluate, and describe each institution's best practices regarding responses to verbal and physical resistance.
2. The site and academy managing youth resistance (MYR) trainers shall be members of the statewide committee.
3. An annual report shall be issued summarizing the best practices, and distributed to each institution, and OCSEA.

**No Contact Posts**

When an employee is placed on a no contact post, that employee shall not take the post of

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another employee. The employee will be considered an extra on the shift unless there are posts available following roll call that can be considered "no contact posts".

**No Contact Procedures Committee**

Within sixty (60) days of ratification, the parties agree to form a joint Labor/Management Committee to explore and define the procedures and protocols to be used in assigning an employee to a no contact post. The joint Labor/Management Committee will issue a report by December 31, 2009. The No Contact Procedures Committee report will be disseminated through joint training.

**Overtime**

**Voluntary Overtime**

Specific overtime agreements negotiated locally shall include the following parameters:

1. Management shall canvass voluntary overtime quarterly and purge the voluntary overtime roster quarterly.
2. Distribute voluntary overtime based upon a combination of cumulative hours of overtime charged and State seniority.
3. Any newly hired, promoted, demoted or transferred employee or employee returning from a leave of absence (medical, paid or unpaid) of more than fourteen (14) days is charged the highest hours reflected on the current voluntary overtime roster.
4. Overtime shall not be offered to an employee on approved leave.
5. Only to prevent mandation, may local overtime agreements be negotiated with regard to #4.
6. Newly hired JCOs are prohibited from working overtime for the first sixty (60) days following their date of hire.

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**Mandatory Overtime**

7. Overtime opportunity errors (including being left off the voluntary overtime roster) shall be rectified by offering the employee who was missed the opportunity to work the number of hours missed at the employee's choice of date and shift provided there is an overtime opportunity available, within forty-five (45) days of the missed opportunity.
8. Mandated overtime shall track on a seven (7) day rotation. ODYS will not count the day of mandation as the trigger for the seven (7) day counting on mandatory overtime rotation. For example, if an employee is mandated on Monday, he/she will not be eligible for mandation again until the following Tuesday, with the exception that the employee may still be mandated prior to Tuesday if the roster has been exhausted.
9. If an employee volunteers for eight (8) hours of any type of overtime within a seven (7) day mandatory overtime rotation, the time will count as an eight (8) hour mandated shift. One (1) hour increments may be added together to reach the needed eight (8) hours.
10. Management shall mandate the least senior person on duty for overtime that has not been previously mandated in the cycle. Once the roster is exhausted, the process is repeated. The least senior employee on the day's schedule, that has not been mandated in the last seven (7) days, shall be mandated unless:

    A) The employee has already worked sixteen (16) consecutive hours.

    B) The employee volunteered for eight (8) hours in the past seven (7) days per #9.

    C) The employee is already on an overtime shift.

    D) The employee worked at least four (4) hours preceding the start of his regular shift.

    E) Unless a bona fide emergency exists, no employee will be mandated to work more than

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sixteen (16) continuous hours. A bona fide emergency shall be defined as a hostage situation, fire, riot, or an act of nature that would prevent the release of the mandated employee.

F) The employee has a previously scheduled medical appointment. The employee must provide documentation of the medical appointment to administration within three (3) days of the employee's return to work. If the employee does not provide documentation within three (3) days, the employee shall be subject to discipline for refusing mandatory overtime.

G) The employee is within his or her first sixty (60) days of hire.

11. If Operations cancels the mandation prior to the JCO working the mandated hours, the hours do not count.

12. Employees who are mandated in error (and work the mandated hours) shall have the opportunity to be excused from the next cycle of mandatory overtime. The employee will be given the choice on whether to be excused or not. If the employee chooses not to be excused, the employee does not get another chance to be excused from mandatory overtime. The opportunity is lost.

13. Any mandated amount of time past the end of a shift counts as a mandation.

**Pick-A-Post Agreements**

Work area openings will be posted and filled pursuant to Appendix N of this Agreement; however, all ODYS work area openings will be filled in accordance with State seniority.

**Pick-A-Post Requirements**

Each agreement will be formatted with the standardized language, and templates agreed

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upon by the parties. The parties mutually agree to the following:

1) The Pick-A-Post Agreement template will be utilized for all site specific Pick-A-Post Agreements.
2) The Selection Sheet template will be utilized:
   a. to compare Management and Union proposals
   b. by JCOs who will not be in-person to make post selections
3) The Regular Shift Position template will be utilized to list the total number of positions on a shift and to list the total number of JCOs off each day.
4) The Special Duty template will be utilized to list the total number of positions that are less than seven (7) day posts and to list the total number of JCOs off each day.

**Pick-A-Post Agreement Renegotiation Timelines**

Pick-A-Post Agreements may, as determined by Management, be renegotiated at each institution within one hundred eighty (180) days of the signing of the new CBA between the State of Ohio and OCSEA. Additionally, Pick-A-Posts may be re-opened/negotiated when an institution changes its mission or by mutual agreement between Management and the Union.

The parties may meet and mutually agree to change portions of local Pick-A-Post Agreements without opening the entire Agreement.

Management agrees not to request the re-negotiation of a Pick-A-Post Agreement as a result of a change in mission more often than once every twelve (12) months.

**Pick-A-Post Agreement Renegotiation Impasse Resolution**

If impasse is declared and Management notifies the Union, thirty (30) days later Management will implement the last proposal that was on the table. The Union has the right to

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grieve directly at Step Three on the date of impasse. The grievance will be immediately moved to Step Five NTA. The NTA will be held within fourteen (14) days of impasse. The parties will each present their last best offer and the Arbitrator shall select between them. The Arbitrator will issue a bench decision.

**Statewide Pick-A-Post Committee**

There shall be a Statewide Pick-A-Post Committee consisting of three (3) Union and three (3) Employer representatives.

**Committee Purpose and Agenda**

The purpose of this committee is to provide, discuss, and revise the standardized parameter language, and/or templates.

**Recruitment and Retention Committee**

The Recruitment and Retention Committee will be an independent joint Labor/Management Committee. The Recruitment and Retention Committee has the responsibility of fostering and assisting the development of retention and recruitment initiatives.

**Roll Call Pay**

The roll call shall be fifteen (15) minutes in duration and the JCO shall be paid for thirty (30) minutes. JCOs are required to be at their roll call station (RCS) at least fifteen (15) minutes prior to the beginning of their shift starting time to be eligible to receive the RCP. JCOs not at their RCS as required shall be considered tardy for roll call and are subject to the lateness policy of their institution, including progressive discipline per Article 24 and ODYS Policy 103.17.

Roll Call Pay shall be paid as a part of the employee's earnings for that pay period and shall not be converted to compensatory time. Roll Call Pay shall only be paid if the JCO stands

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for roll call. An employee on leave, paid or unpaid, is not eligible for Roll Call Pay, and shall not be charged leave for the Roll Call Pay while on approved leave. A JCO in a temporary work level is not eligible for RCP.

**Standing for Roll Call**

A JCO will be considered as standing for roll call when the officer's schedule is changed due to mandatory training (e.g., in-service training, MYR training) or requested/approved ODYS or DR&C training. A JCO will not be considered as standing for roll call when the officer's schedule is changed due to a request/approval for voluntary training outside of ODYS or DR&C.

A JCO will be considered as standing for roll call when the officer's schedule is changed due to a Labor/Management meeting (e.g., local and State Labor/Management meetings, local and State subcommittee meetings). A JCO will not be considered as standing for roll call when the officer's schedule is changed due to approved releases for Union-only business.

**Administrative Leave and Roll Call Pay**

No employee will receive roll call pay for the first thirty (30) days that he/she is on administrative leave. An employee that is placed on administrative leave, will start receiving roll call on the thirty-first day of administrative leave.

**Statewide Labor/Management Committee Rules of Conduct**

The Statewide Labor/Management Committee shall conduct meetings with an agreed upon set of ground rules, boundaries, and meeting order.

**Uniforms**

The guidelines for the statewide committee regarding uniforms are as follows:

1) The statewide committee shall address the following:

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A) The availability of uniforms in general

B) The availability of uniforms in other than average sizes

C) The delivery of uniforms

2) ODYS and the Union agree to abide by the provisions in Article 33.

3) LPN Uniforms

A) Each nurse will receive a stipend for the year in the amount of $300 to purchase his or her uniforms. This excluded the cost of shoes.

B) The stipend will be distributed on a monthly basis of twenty-five dollars ($25.00) per month.

C) Staff must comply with the dress code policy.

D) ODYS will provide waterproof lab coats for the drawing of blood, etc.

E) ODYS will not provide money for the cleaning or repair of uniforms.

**~~Workplace Mediation Program~~ Workplace Conflict Management**

~~Notwithstanding any contractual, grievance or any other existing EEO, OCRC complaints, the ODYS and Union recognize the benefits of participating in the Ohio's Workplace Mediation Program sponsored by the Ohio Commission on Dispute Resolution and Conflict Management. The ODYS and Union agree to strongly encourage employees to proactively utilize the State of Ohio mediation program to resolve employee conflicts for as long as the program is in existence.~~

**ODYS and the Union recognize the benefits of participating in Dispute Resolution and Conflict Management. ODYS and the Union agree to strongly encourage employees to utilize available resources to resolve employee conflicts.**

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**Community-Based Treatment Centers (CBTC)**

The Ohio Department of Youth Services (ODYS) with the assistance of the Division of Criminal Justice at the University of Cincinnati (UC) has designed several Community-Based Treatment Centers (CBTC). The impetus for developing these programs was findings from the 2005 evaluation of the Ohio RECLAIM funded programs indicating that moderate risk youth placed in an ODYS institution recidivated at a substantially higher rate than similar youth who were placed in the community. The vision of this initiative is to create an alternative placement for moderate risk youth committed to ODYS.

The purpose of this project is the development of regional sites so that juveniles can be diverted from institutional placement and treated where they live. This allows and requires significant emphasis on family involvement and effective reentry and transition services.

Wanting the implementation of CBTCs to be successful, the parties agree to the following:

**CBTC Employee Selection**

1. CBTC Juvenile Correction Officer (JCO) positions shall require a valid driver's license.
2. Part-time positions shall be permanent and shall be identified as part-time in the vacancy posting.
3. ODYS may create a test or instrument for the CBTC JCO position to measure the following criteria: qualifications, experience, education, active disciplinary record. This test shall be in addition to the usual JCO assessment process.
4. All internal ODYS OCSEA candidates shall be considered for selection. Under Article 17.04 - Applications, the division of applications shall not apply. Under Article 17.05,

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the requirement to select promotion first, then lateral transfers, and then demotions shall not apply.

5. Once a candidate is selected, a notice shall be sent to all OCSEA applicants indicating who was selected. Non-selected applicants may file a non-selection grievance within seven (7) calendar days of notification directly to Step Three of the grievance procedure.
6. Prior to ODYS Article 17 Committee meeting, OCSEA Article 17 Committee will review the grievance to determine if the grievance should move forward to the ODYS Article 17 Committee. The non-selection grievance shall be heard before a ODYS Article 17 Committee made up of three (3) Management representatives and three (3) Union representatives (i.e., ODYS Assembly President, ODYS OCSEA Staff Representative, OCSEA Central Office Staff Member) within thirty (30) calendar days.
7. The OCSEA members of the ODYS Article 17 Committee shall have the authority to withdraw the grievance. The Committee also shall have the authority to settle the grievance. Should the non-selection grievance not be withdrawn or settled, it will be scheduled for an Article 17 NTA on the first available date by all parties.
8. If the selected CBTC JCO candidate is an internal hire, he/she shall serve an eight (8) month trial period.
9. If the selected CBTC JCO candidate is an initial hire, he/she shall serve a one (1) year probationary period. For initial hires, upon the completion of six (6) months service, a CBTC JCO shall receive a step increase in accordance with the Collective Bargaining Agreement.
10. The CBTC provider and ODYS shall decide if the employee has successfully completed

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his/her trial period or probation. The decision may not be grieved.

11. ODYS employees that transfer into a CBTC JCO position and do not successfully complete their trial period shall be returned to the facility from which they transferred. There shall be no break in seniority for any employee who transfers back under this provision. If their former shift and post are available, then they will be placed in their former shift and post. If their former shift and post are not available, they may select from the current shift and post vacancies or be placed in relief on their former shift until such time as they bid on a new post.

**CBTC Employee Scheduling**

1. The CBTC provider shall assign schedules based on operational and programmatic needs.
2. Schedules may include evening and weekend hours.
3. Appendix N shall not pertain to CBTCs.

**CBTC Employee Performance Evaluation**

1. The CBTC provider shall evaluate employees.
2. The CBTC provider shall use its performance evaluation form or a form created by the University of Cincinnati.
3. There shall be no performance evaluation appeals.
4. CBTC JCOs shall not be denied a step increase because of an overall unsatisfactory performance.

**CBTC Employee Discipline**

1. Employees shall follow CBTC provider work rules and policies.
2. Employees shall follow CBTC provider discipline grid.

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3. In addition to the employee, CBTC provider shall notify ODYS and OCSEA Chapter President of any discipline. A grievance may be filed in accordance with the Collective Bargaining Agreement.
4. Only ODYS may terminate employment.
5. Should an employee transfer to a ODYS facility or region, any discipline received at the CBTC will not be considered active.

**CBTC Employee Grievances**

1. The Agency's designee for Step Two of the grievance procedure will be the CBTC provider's designee.
2. Since the CBTC provider can perform the work of absent employees, there shall be no grievances on supervisors performing bargaining unit work or missed overtime opportunities.

**CBTC Employee Training**

1. Employees shall be required to attend all University of Cincinnati CBTC trainings.
2. Employees shall attend all CBTC provider trainings, including therapeutic crisis trainings.
3. Initial hires shall not be required to attend ODYS basic pre-service training.
4. Should an employee initially hired at a CBTC later transfer to a ODYS facility, region, or Central Office, the employee shall complete ODYS basic pre-service training.
5. Employees shall not be required to attend ODYS mandatory in-service trainings.

**CBTC Employee Payroll**

1. Employees shall be paid by ODYS.

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2. CBTC provider shall approve leave requests.
3. CBTC provider shall not be obligated to grant personal leave requests with forty-eight (48) hour notice.
4. There shall not be annual vacation requests unless CBTC provider policy allows for them.
5. Employees shall be paid overtime for each hour over forty (40) hours in an active pay status in any calendar week.
6. CBTC JCOs shall not follow the overtime parameters listed in the ODYS agency specific language.
7. CBTC JCOs shall be considered weather-essential employees.
8. Employees shall follow CBTC provider holiday schedule. ODYS will compensate the CBTC JCOs with the holiday pay provided in the State of Ohio - OCSEA Collective Bargaining Agreement regardless of the number of holidays the provider pays for.
9. There shall be no roll call pay.

**CBTC Employee Bumping**

1. CBTCs shall be in their own geographic jurisdiction.
2. Should a CBTC close and another CBTC does not exist, 18.14 agreements shall be entered into, provided there are vacancies.

**CBTC Employee Uniforms**

1. Should the CBTC provider require a specific uniform, the CBTC provider will furnish the uniform.
2. There shall not be one hundred twenty-five dollars ($125) per year stipend for uniform

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cleaning and repair.

3. Employees shall follow CBTC provider dress code.

The parties agree that provisions of the OCSEA - State of Ohio Collective Bargaining Agreement not specifically modified or exempted by this agreement shall have full force and effect.

**APPENDIX R - VOLUNTARY COST SAVINGS PROGRAM**

Voluntary Cost Savings Program Plans shall offer employees three (3) options.

A. Option #1 shall allow full-time employees the opportunity to reduce their biweekly schedule by no less than eight (8) hours and no more than forty (40) hours. Leave used under this plan will be considered leave without pay and as inactive pay status. Employees 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

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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

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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.

## APPENDIX S - IT AGREEMENTS

This appendix reflects the IT language that becomes effective once an agency has transitioned to the new IT classifications.

### 1. Article 17

The IT classification project has been a joint effort that has resulted in a brand new model for classifications. The transition of the State of Ohio IT workforce has begun and the parties agree that there remains the potential for a pilot project to enhance and better the State IT workforce through Article 17 selections. Therefore, the parties agree that under the current Collective Bargaining Agreement, the parties may explore and create, by mutual agreement, an Article 17 pilot project which will affect the new IT classifications. Should such a project be created, a Letter of Agreement, pursuant to Article 43.03 - Mid-Term Contractual Changes will be required.

### 2. Article 18 - Layoff Procedure for New IT Classification Titles

Section I below replaces section 18.04 of the Agreement for the new IT classification titles.

### I. Bumping in the Same Office, Institution, or County

The affected employee may bump the least senior employee in an equal or lower position

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in the same, similar, or related class series within the same office, institution, or county (see Appendix I). Displacement shall occur in the following manner:

A. Bump the person with the least state seniority in the same classification title where the employee is minimally qualified in the same primary technology as defined in their position description.

B. Bump the person with the least state seniority in the same classification title where the employee is minimally qualified, as defined in their position description, in the least senior person's primary technology.

   1. Employees in IT Consultant Architect series who are unable to bump pursuant to (A) and (B) may then bump the least senior person in IT classifications in a lateral pay range where they possess minimum qualifications to perform the primary technology/domain as defined in the least senior person's position description. If there are two (2) or more technology/domains, the primary technology/domain listed in the position description will determine the classification series where the displaced employee will exercise (C) - (D) as outlined below.

   2. Employees in the Information Technology series who are unable to bump pursuant to (A) and (B) may then bump the least senior person in IT classifications in a lateral pay range where they possess minimum qualifications to perform the primary technology as defined in the least senior person's position description. If there are two (2) or more technologies, the primary technology listed in the position description will determine the classification where the displaced employee shall bump.

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C. Bump the person with the least state seniority in the next lower classification title in the classification series from which they were displaced where the employee is minimally qualified in the same primary technology as defined in their position description.

D. Bump the person with the least state seniority in the next lower classification title in the classification series from which they were displaced and are minimally qualified, as defined in their position description, in the least senior person's primary technology.

E. If no bumping options are available in the same classification series, affected employees can bump the least senior person in the Information Technology series starting with a lateral movement into the Information Technology series, then in descending order.

**II. Application of Other Article 18 Sections for New IT Classifications Titles**

A. Article 18.05 is incorporated as written except all 18.05 references to "bumping order in accordance with 18.04" shall be conducted pursuant to the order outlined above in section (I). Where 18.05 references bumping into vacancies, IT employees shall bump into vacancies with the same classification where minimally qualified in the vacancies' primary technology.

B. All other Article 18 sections apply as written except for those modified **above** in ~~18.08~~(I) and (II).

**3. Position Description Agreement**

The evolution and transition of the State of Ohio workforce into the new Information Technology classifications has placed an unprecedented level of importance on position descriptions. Position descriptions will now be heavily relied upon to define the technologies necessary to the position along with determining when employees exercise various rights in the

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contract such as Articles 17 (promotions) and 18 (bumping) within the IT sector. Therefore, a process has been developed where bargaining unit members have a right to challenge technologies listed in the position description.

The Employer shall continue to abide by Article 22 - Performance Evaluations in the current collective bargaining agreement. During an employee's annual performance evaluation, the position descriptions shall be discussed and/or updated as necessary. Position descriptions shall also be updated on an ongoing basis where necessary.

It is the purpose of this Agreement to implement with the express consent of all the parties the following IT position description review process for all state agencies utilizing IT classifications:

1. All IT positions shall contain a primary technology which is the technology the employee uses to accomplish the most important duties of the position. This primary technology shall be listed on the position description. The position description may also contain one or more secondary technologies necessary to accomplish the balance of the duties. Any secondary technology must be required to accomplish the job duties and used at least twenty percent (20%) of the time to be listed on the position description.
2. If an employee believes the primary and/or secondary technologies listed on his/her position description are inaccurate, he/she shall discuss it with the supervisor. If the Employer does not update the position description within ten (10) working days as requested, the employee has the opportunity to file a grievance. This grievance will be an issue grievance and the grieved issue will be limited to technologies within the position description. Duties within a position description are not grievable. Nothing in

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this section abridges any rights pursuant to Article 19.

3. The employee shall file the grievance in accordance with Article 25. The grievance will proceed through Steps 1 through 3 of the grievance procedure.
4. If the grievance is denied at Step 3, the employee may appeal the grievance to the Office of Collective Bargaining.
5. Once the grievance is received by the Office of Collective Bargaining it will be scheduled for arbitration. The decision by the Arbitrator shall be binding.
6. In the case where a position description has been changed within thirty (30) days prior to the date of the announced layoff pursuant to Ohio Revised Code 124.321, the previous position description will be used to determine rights as applied in ~~Article 18.08~~ **Appendix S – Section 2**. Employees cannot grieve their IT position descriptions once a layoff has been announced pursuant to the Ohio Revised Code 124.321 through the effective date of the layoff.

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