

ANNOTATED CONTRACT

BETWEEN

the STATE OF OHIO &

**The Ohio Civil Service Employees Association
AFSCME Local 11 AFL-CIO**

1997 - 2000

**Instruction for Administering
Changes to the Contract**

**Department of Administrative Services
Human Resources Division
Office of Collective Bargaining
106 N. High Street, 7th Floor
Columbus, Ohio 43215**

"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.

Explanation:

The entire Preamble was inadvertently left out of the 1992 Contract, but maintained by letter of agreement between the parties during the last Contract. It has been agreed to reinsert it into the new Agreement with several minor changes which do not change the intent or meaning.

Attention:

Agency Labor Relations Officers.

Instructions:

Labor relations personnel should be aware of the language in the Preamble as several grievances filed during prior contracts have included failure to adhere to the Preamble as an alleged violation of the Contract. Reference to the Preamble may indicate lack of evidence of a more specific violation, or may be an attempt to bring a non-grievable issue, such as an oral or written reprimand, to arbitration. Other articles and sections cited will be the principal basis for answering the grievance and should be listed on the grievance data forms, with reference to the Preamble as a secondary issue.

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 full and part-time employees (excluding temporary, interim, intermittent and seasonal employees, except bargaining unit employees serving in an interim position) in the classifications included in certifications of the State Employment Relations Board (SERB).

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 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 of the Union. 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.**

Arbitration Awards:

#811

Arbitrator Drotning: Grievant Fran Reisinger, et. al.; DR&C, 6/8/92. The arbitrator stated that the use of inmates to do carpentry and masonry work did not erode the bargaining unit.

Explanation:

Section 1.03 was amended to clarify process issues regarding the designation of a position as "fiduciary". The revised language adds a time frame of forty-five (45) days for the Union to respond to a request to obtain a

fiduciary exemption, and should shorten the time period for resolution of fiduciary requests.

Attention: *Agency Labor Relations Officers and Personnel Officers, Legal Counsels; DAS Human Resources Division.*

Instructions: *The rationale for any proposed change of a position to fiduciary status and exclusion from the bargaining unit must be submitted in writing to the Deputy Director of the Office of Collective Bargaining.*

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.** ~~and if~~ unable to agree as to its inclusion or exclusion, **the parties** shall submit the question to the SERB for resolution.

Explanation: *This Section was amended to require the parties to file a joint petition when classifications are developed for the bargaining unit covered by this Agreement.*

Attention: *Agency Labor Relations, and Personnel, Human Resources.*

Instructions: *Although individual agencies will work through local committees to establish new classifications, the DAS, Human Resources Division through the Classification and Compensation Section and OCB is responsible for the final negotiation of new or revised classifications.*

1.05 - Bargaining Unit Work

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 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.

Arbitration Award:

#1029

Arbitrator Bowers: Grievant Diane DiBianca; Mental Health, 1/17/95.. The Arbitrator found no violation of Article 18 based on the fact that the Grievant's work at the time of the abolishment and layoff consisted of newspaper activities and non-training print shop activities. These duties were not set forth in the position description for the position occupied by the Grievant prior to the abolishment. The Arbitrator also found that the Employer had not eroded the bargaining unit.

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 or Executive Order 83-64, 87-30, or 92-287V, of 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 Executive Order, 87-30 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 accommodation which adversely affects rights established under this Agreement, the Employer will discuss the matter with a Union representative designated by the Executive Director.

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

Arbitration Awards:

#826 *Arbitrator Nelson: Class Action on Grooming Policy; DR&C, 11/20/92.*

#1090 *Arbitrator Pincus: Grievant Perez Garner; Youth Services, 11/13/95. Arbitrator Pincus determined that there was just cause to terminate the employee. In order to qualify for FMLA, ADA, or any leave under the collective bargaining Agreement, the employee had an obligation to notify the employer. Since the Grievant failed to meet the requisite notification requirements, he did not qualify for any of the leaves. In the absence of a contractual requirement for the Employer to provide leave, the arbitrator stated that he was without the authority to go outside the provisions set forth in the collective bargaining Agreement and order the Employer to grant leave to the Grievant to cover his absence. Therefore, the Grievant abandoned his job.*

Explanation: *This language was relocated from Section 2.03. It was modified changing the contact person for the Union from Chapter President to a Union representative designated by the Executive Director. The Union requested this change.*

Attention: *Agency Directors; Agency Labor Relations, Personnel, Human Resources and Legal Divisions.*

Instructions:

Agency LRO's must provide notice of accommodation where such accommodation for a disabled employee has an effect on another bargaining unit employee's possible right to a position. The language requires that the Union be informed of accommodations. It does not require that formal negotiations be conducted to resolve issues. Management's role is to decide whether or not to make an accommodation and what the accommodation should be. Initially it is recommended that all reasonable accommodation requests by bargaining unit members and requests by non-bargaining unit employees which may affect a bargaining unit position should be brought to the attention of the agency's OCB Labor Relations Specialist.

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 - Affirmative Action

The Employer and the Union agree to work jointly to implement positive and aggressive affirmative action programs in order to redress the effects of past discrimination, whether intentional or not, to eliminate current discrimination, if any, to prevent further discrimination, and to ensure equal opportunity in the application of this Agreement.

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

~~—The Employer may also undertake reasonable accommodation to fulfill or ensure compliance with the Federal Americans with Disabilities Act of 1990 (ADA) and corresponding provisions of Chapter 4112 of the Ohio Revised Code. Prior to establishing reasonable accommodation which adversely affects rights established under this Agreement, the Employer will discuss the matter with the Chapter President or other designated union representatives.~~

ARTICLE 3 - UNION RIGHTS

3.01 - Access

It is agreed that the Agencies covered by this 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 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 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.

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.

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 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 ~~are currently in existence~~ exist, the Union shall be responsible for the key. In Mental Health, Mental Retardation 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 ~~only~~. This usage shall be limited to matters that involve the Union and the Employer. It is not to be used for the purpose of mass mailings to membership and/or bargaining unit employees. The Employer agrees not to open employee union mail when clearly marked as such. Where security is of concern, the mail shall be opened in the presence of the addressee.

When feasible, and where equipment is currently available, Union stewards and/or officers may utilize electronic mail and/or facsimile equipment 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.

Explanation:

This language clarifies the use of certain technologies for the purpose of conducting Union business in the area of contract administration and grievance processing matters.

Attention

Agency Labor Relations Officers.

Instructions

Guidelines are being developed by the bargaining team for the use of electronic mail and facsimile equipment. These guidelines will be issued in early April 1997. Please note that the use of these technologies is limited to certain persons as well as in the scope of activities that can be carried out in this manner.

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 fifteen (15) 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.

3.10 - Union Leave

A reasonable number of local union representatives at any one time shall be allowed time off without pay for union business such as state or area-wide meetings called by OCSEA, AFSCME Local 11 or its affiliates or state conventions or conferences called by OCSEA, AFSCME Local 11 or AFSCME and the state AFL-CIO annual convention or AFSCME international conventions, provided such representative shall give reasonable notice to his/her supervisor prior to such absence. The Union shall provide ~~seventy-two (72) hours~~ **five (5) calendar days** advance written notice to the Office of Collective Bargaining of such absences, except where circumstances make such notice impossible, in which case the Union shall provide as much advance notice as practicable.

The President of OCSEA, AFSCME Local 11, may be placed on administrative leave with pay to conduct union business. The Union shall reimburse the Employer for all costs associated with placing him/her on administrative leave with pay. Further, members of the Union's executive board, not to exceed twenty-eight (28) employees, shall be placed on administrative leave with pay for one (1) meeting every other month, not to exceed eight (8) hours. 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.

Explanation: *This language provides an additional two (2) days notice to allow for agency planning.*

Attention: *Agency Directors; Labor Relations, Personnel, and Payroll Officers; and DAS Human Resources Division, Office of Personnel Services.*

Instructions: *All requests under this Article will be requested through OCB. The information will be forwarded to the agency labor relations department.
Please continue to code leave requests for five (5) days or less so leave accrual is not interrupted.*

3.11 - Union Offices

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

The language in this Article continues unchanged from the previous Contract.

4.01 - Dues Deduction

The Employer will deduct bi-weekly 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 bi-weekly voluntary contributions to the Union's political action committee (P.E.O.P.L.E.), 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 provided to any individual or organization without the prior written consent of the Union and the Employer.

Attention: *Agency Labor Relations Officers, Agency Legal Counsels; Department of Administrative, Human Resources Division, Payroll.*

Instructions: *Attempts by employee organizations or requests by providers to solicit bargaining unit members for dues, fees or contributions must be referred through OCB.*

4.02 - Fair Share Fee

Any bargaining unit employee who has served sixty (60) days and who has not submitted a voluntary membership dues deduction authorization form to the Employer shall, within thirty (30) calendar days following the effective date of this Agreement as a condition of continuing employment, tender to the Union a representation service fee. 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.

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.

4.04 - Indemnification

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

ARTICLE 5 - MANAGEMENT RIGHTS

The language in this Article continues unchanged from the previous Contract.

Except to the extent expressly abridged only by the specific articles and sections of this Agreement, the Employer reserves, retains and possesses, solely and exclusively, all the inherent rights and authority to manage and operate its facilities and programs. Such rights shall be exercised in a manner which is not inconsistent with this Agreement. The sole and exclusive rights and authority of the Employer include specifically, but are not limited to, the rights listed in The Ohio Revised Code, Section 4117.08 (C), Numbers 1-9.

ARTICLE 6 - PROBATIONARY EMPLOYEES

6.01 - Probationary Periods

All newly hired, ~~and~~ promoted, and laterally transferred employees 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, Reclamation Inspector 1, and all Attorney classifications, shall have a probationary period of twelve (12) months from the effective date of hire, lateral transfer or promotion. ~~A one hundred eighty (180) day probationary period for Correction Officers and Juvenile Correction Officers will commence when the employee completes the initial period of training at the Correctional/ DYS Training Academy. Periods worked by such employees prior to attending such training shall be counted toward the probationary period.~~

Probationary periods for Correction Officers (CO) and Juvenile Correction 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 months, credited toward the Correction Officer probationary period. Following the completion of six 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 two (2) months during the probationary period.

A Pprobationary periods for an employee may be extended by mutual agreement between the Union and Management. [Moved from new 6.02]

Explanation:

This language establishes a probationary period for JCO's and CO's of one (1) year and clarifies when the probationary period begins. Additionally, all other employees within DYS and R&C will be given a 180 day probationary period. (Please note that step increases continue at 120 or 180 days under Section 36.06.) It also establishes that in the Department of Rehabilitation and Correction and the Department of Youth Services the probationary employees will be reviewed every two (2) months.

Attention:

DYS and DR&C Labor Relations, Human Resources and Personnel Officers; Department of Administrative Services, Human Resources Division.

6.02 Promotional/Lateral Transfers Probationary Period

Employees who are promoted or laterally transferred to a different classification shall serve a probationary period pursuant to Section 6.01.

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 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.

The Employer may require employees who are demoted pursuant to Article 17.04 to serve a trial period equal to one-half 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.

During a lateral transfer or promotional probationary period, the Employer maintains the right to place the employee back in the classification that the employee held previously if the employee fails to perform the job requirements of the new position to the Employer's satisfaction. [Moved from Article 17]

Explanation:

The third paragraph of this language establishes a probationary period for employees demoted pursuant to Section 17.04. The remainder of the language was moved from Article 17.

Attention

*Agency Labor Relations, Human Resources and Personnel Officers.
Department of Administrative Services, Human Resources Division.*

Instructions:

As there are several different examples under which probationary periods may be assigned, Labor Relations and Personnel Officers should apprise supervisors of the probationary periods at the time that the position is awarded.

Employees who are promoted shall serve a probationary period pursuant to Section 6.02.

Employees who are laterally transferred to a different classification shall serve a probationary period pursuant to Section 6.01.

When employees are laterally transferred within the same classification and the individual positions have substantially different work, as evidenced by the position description, they may be required to serve a trial period of one-half of the regular probation period. (e.g. A Secretary in a Central Office location who laterally transfers to a field office may have substantially different duties, and will probably be required to serve a probationary period. A Painter or Carpenter who changes building assignments, will not

be required to serve a probationary period.) This is solely at the Employer's option.

During a lateral transfer trial period, an employee may decide to return to his previous position, or the employer may choose to return the employee to his previous position, if the employee does not perform his job duties to the employer's satisfaction. In either case, the moving party must notify the other of the intent to return or force the return to the previously occupied position.

When an employee returns to a previous position, either by his choice or the employers', the employee's work schedule should be the same as it was previously, if at all possible.

During such 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.

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.

The Employer will not modify the duration of a probationary period of a classification(s) without mutual the agreement of the Union, ~~except for Unit 3 and 6 employees in DYS and Rehabilitation and Correction newly hired at new facilities which are not yet fully operational.~~

~~In such a case, these employees may have their initial probationary period extended for 120 days or 180 days (in accordance with the probationary period for the classification) days, beyond the time the facility becomes fully operational. For the purposes of this Article, fully operational shall mean at the time when the first inmate or juvenile offender arrives.~~

~~A Probationary periods for an employee may be extended by mutual agreement between the Union and Management. [Moved to 6.01]~~

6.03 - 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 job duties will be credited with their time served, but no more than one-half (1/2) the length of the probationary period for that classification.

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

Explanation:

Establishes that funded positions under a Welfare to Work Initiative are added to the list of positions for which employees may receive credit for time served, but no more than half the length of the probationary period.

Attention

*Agency Labor Relation Specialists, Human Resources and Personnel
Officers; Department of Administrative Services, Human Resources
Division.*

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 thirty (30) days. The Employer agrees not to use temporary positions to avoid filling permanent full-time positions.

7.02 - Interim Positions

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.

7.03 - Intermittent Positions

Intermittent positions are those positions in which work is of an irregular and unpredictable nature and which do not exceed one thousand (1000) hours per employee in any twelve (12) month period. 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.

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 14 weeks. The Employer agrees not to abuse the designation of seasonal status.

7.05 - Salaries of Temporary, Intermittent and Interim Positions

Salaries for temporary, intermittent and interim positions shall be equal to the hourly rate received by permanent employees in the same job classification with the same length of service.

7.06 - Seasonal, Intermittent, Interim, Temporary Overtime

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

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 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.

Explanation: New language was proposed by the Union to provide protection to full-time employees and part-time permanent employees. The Union's fear is that full-time and part-time permanent employees that have been displaced will be replaced by these participants. Furthermore, these participants cannot be utilized in the event of a recall to the same classification within the geographic jurisdiction if a recall list exists.

Attention *Agency Directors, Labor Relations, Personnel and Payroll Officers.*

Instructions *If a recall list exists in the same classification and geographical jurisdiction, Welfare to Work Initiative participants will not be utilized. If the wage rates and benefits are different than provided by the Employer, the Employer shall provide that information to the Union.*

Effective Date *March 1, 1997*

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, or temporary employees, due to the performance of such employee's duties by the non-permanent employee.

ARTICLE 8 - LABOR-MANAGEMENT COMMITTEES

The language in this Article continues unchanged from the previous Contract.

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 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.

ARTICLE 9 - OHIO EMPLOYEE ASSISTANCE PROGRAM

The language in this Article continues unchanged from the previous Contract.

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.

Attention: *Agency Labor Relations, Personnel Officers; EAP Coordinators.*

Instructions: *Agency personnel should be aware, if they are not already, that family members of bargaining unit employees are entitled to the counseling and referral services of the Ohio Employee Assistance Program. The telephone numbers of the Ohio EAP are 644-8545 and 1-800-221-6327. Ohio EAP will be the primary program used in agencies covered by this Agreement.*

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 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.

Attention: *Agency Directors; Agency Labor Relations, Personnel Officers; and EAP Coordinators.*

Instructions: *Agency Directors should ensure that training will be given by the Ohio EAP at least once every twenty-four (24) months. Please verify that training is conducted at least twice under this Agreement.*

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 waive confidentiality by signing appropriate releases of information to the extent required to enable the Ohio EAP staff to provide the Employer with reports regarding compliance or non-compliance 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. The Employer or its representative shall not direct an employee to participate in the Ohio EAP.

C. 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.

Attention: *Agency Labor Relations, Personnel Officers; EAP Coordinators.*

Instructions: *Ohio EAP information, including an EAP Agreement form, follows this Article. Be sure that this is the form that is used if entering into an EAP Agreement with a bargaining unit employee. Questions concerning the use of an EAP Agreement should be directed to the agency OCB Labor Relations Specialist.*

ARTICLE 10 - CHILD CARE

Effective Date for Article: Vary, see below.

10.01 - Eligibility Child Care Expenses Reimbursement Program

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

A. - Eligibility

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

- ~~A. 1. Employees must have been employed full time since January 1 of the previous year to receive full reimbursement; provided however, that~~
- ~~B. 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.**~~
- ~~C. Part time employees shall be eligible for this program on a prorated basis for each calendar year in which they have completed one thousand forty (1,040) hours of work.~~
- ~~D. 3. Employees shall only be eligible for this program if they had an adjusted gross family income of less than \$30,000 for the previous calendar year;~~

For the calendar year beginning January 1, 1996 the employee's adjusted gross family income for the calendar year for which they seek child care expenses reimbursement shall not exceed \$30,000.

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.

- ~~E. 5. **The employee** had employment-related child care expenses in the previous calendar year equal to or greater than the amount of the lump sum payment **as provided in Section C below;**~~
- ~~F. 6. Employment-related child care expenses must have been for those children ~~who were under~~ thirteen years of age **defined pursuant IRS Section 129,** at the time the expenses were incurred.~~

10.02 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.**

10.03 C. - Reimbursement Schedule

Maximum reimbursement shall be as follows:

- A. **(1)** \$500.00 for one eligible child
- B. **(2)** \$800.00 for two eligible children
- C. **(3)** \$100.00 for each eligible child thereafter to a maximum family allotment of \$1000.00.

D. - Proration

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

Reimbursements shall be prorated by family income, as follows:

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

For Calendar year 1996:

Adjusted Gross Family Income	One Child	Two Children	Three or more/each child	Family Maximum
less than \$20,000	\$500	\$800	\$100	\$1000
\$20,001 to \$25,000	375	600	75	750
\$25,001 to \$30,000	250	400	50	500

For Calendar year 1997 and thereafter:

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

Explanation:

The changes in this Article are to make it easier to understand, to assure that the programs provide employees' with a tax free benefit pursuant to IRS regulations, and to provide the Employer with an effective means to verify certain reporting requirements from employees.

Attention

Personnel Officers, Payroll Officers, and Department of Administrative Services, Human Resources Division, Office of Benefits Administration (OBA).

Instructions

*Please note that employees are not required to have child care expenses equal to the **maximum** amount of reimbursement in order to be eligible to receive a reimbursement. The following method will be used by HRD/OBA*

- determine the employee's (and spouse where applicable) AGI,*
- determine the number of qualified children,*
- determine the number of hours worked in the year*
- refer to table to determine the maximum reimbursement.*

Once this has been determined the amount of actual expenses will be reviewed. If the amount of the actual expenses meets or exceeds the amount of allowable reimbursement, the voucher will be issued, to be paid by the agency.

Effective Date

General provisions are effective with the Contract renewal date. The increase in Adjusted Gross Income level for eligibility begins with the

10.02 - Dependent Care Spending Account Program

The Employer will continue to provide employees with the opportunity to participate in ~~the dependent care spending account~~ a program ~~in effect December 31, 1991,~~ which allows employees to deposit pre-tax income into a dependent care spending account. ~~Monies~~ Money in this account ~~can~~ 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 ~~all applicable state and federal statutes, rules, and regulations;~~
- 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;
- 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 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.

Explanation:

No substantive changes are made to the Dependent Care Spending Account Program. As with other changes to this Article, language has been added to ensure that this meets IRS requirements.

Attention

Personnel Officers, Payroll Officers, and Department of Administrative Services, Human Resources Division, Office of Benefits Administration.

Effective Date

General provisions are effective with the Contract renewal date.

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.

Explanation: *The new language will require the Employer to consider ergonomics when selecting and purchasing new products.*

Attention: *Agency Directors; Agency Labor Relations Officers, and Purchasing Agents.*

Instructions: *Agencies must inform all persons responsible for purchases of this requirement.*

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 this Agreement. Disposable gloves, disinfectant, and mouth pieces will be accessible to employees while ~~in direct care of~~ **directly caring for** patients, **residents**, clients, inmates or youth.

Explanation: *The new language more accurately identifies the population serviced by the employees of the State of Ohio.*

Attention: *Agency Labor Relations, Personnel, Human Resources Officers; Agency, Health and Safety Officers, and Supervisors.*

Instructions: *Agencies should ensure that the appropriate protective items are available to employees.*

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 employee's 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 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.

Explanation:

New language recognizes that workplace violence against employees is serious and requires Agencies to develop practices and procedures aimed at reducing the risk of violence in the workplace. Agencies shall consider OSHA guidelines as procedures are developed. Any policy or procedure must be reviewed with the agency health and safety committee.

Attention:

Agency Directors; Agency Labor Relations, Personnel, Human Resources Officers.

Instructions:

It is expected that health and safety committees will be activated in every agency. Policies which impact employee health and safety will necessarily be renewed with the local union, and will probably be referred to the health and safety committee for input.

Contact the Department of Administrative Services, Human Resources Division, Office of Policy Development for assistance with policy development.

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).

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 a positive test.

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

Explanation:

The new language was adopted from CDC guidelines for risk assessment. Agencies of higher incidence of risk should conduct a baseline assessment to evaluate the risk for transmission. Based on the work areas some employees may need to be tested more often than annually. Additional testing will be based upon Centers for Disease Control (CDC) guidelines.

Attention:

Agency Directors; Agency Labor Relations and Personnel Officers; and Supervisors.

Instructions:

The Employer must conduct an assessment of the risk and determine how often, if at all, employees must be tested. If an employee's test is positive the Employer must pay the cost of additional tests or X-rays.

11.06 - The Right-to-Know About Toxic Chemicals

All employees shall have access to information on all toxic substances in the workplace pursuant to current O.S.H.A. regulations.

11.07 - First Aid and C.P.R

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 ~~also provide~~ **make available** C.P.R. 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.

Explanation:

The new language requires the Employer to make available the opportunity for CPR training where feasible as opposed to the previous requirement to provide training.

Attention:

Agency Directors; Agency Labor Relations, Human Resources and Training Officers.

Instruction:s

The Employer will make available the opportunity for the employee to take CPR training through the Red Cross or Community based programs and will continue to provide existing CPR training as they have in the past.

11.08 - Video Display Terminals

The Employer shall provide ergonomically appropriate VDT equipment at all ~~data~~ **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.**

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 ~~Article~~ **Section** 13.04.

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

Explanation: *The new language qualifies the use of ergonomically appropriate equipment for employees whose principal job responsibilities involves the use of such equipment for a majority of their time. It is not anticipated that this language will require major purchases of office equipment; however, where the employee's principal job duties require the use of a computer or VDT equipment, ergonomically correct furnishings and equipment must be purchased.*

Attention: *Agency Directors; Agency Labor Relations, Personnel, and Human Resources Officers and Health Safety Officers; and Supervisors.*

Instructions: *The Employer shall provide ergonomically appropriate work stations for those employees covered by this language. An example will be the adjustment of keyboard or monitor height.*

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 Ohio Department of Industrial Relations. The Department of Industrial Relations 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 the ~~Ohio Department of Industrial Relations.~~ **Public Employees Risk Reduction Program (PERRP).** ~~The Department of Industrial Relations~~ **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. Any friable asbestos will be abated by the Employer.

The appropriate Health and Safety Committee will be provided with a copy of the ~~e~~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.

Explanation: *The Public Employees Risk Reduction Program (PERRP) was named as a successor to the Department of Industrial Relations.*

Attention: *Agency Directors; Agency Labor Relations and Personnel Officers.*

Instructions: *PERRP will investigate asbestos complaints and issue a report to the appropriate agency. Any friable asbestos will be abated by the Employer.*

11.11 - Concern for Pregnancy Hazards

The Employer will 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.

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.

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 MR/DD (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.D.** Receive copies of all accident and illness reports, lists of toxic materials and exposure records; when incident reports involve **residents**, clients, patients, **youths** and/or inmates, for purposes of confidentiality, a separate accident report will be prepared omitting the name(s) of the **residents**, client(s), patient(s) **youth(s)** or inmate(s);
- F.E.** Promote health and safety education; and
- G.F.** 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.

Explanation: *Agencies should discuss plans and policies for preventing workplace violence. The Employer will also provide information regarding ergonomic requirements in the workplace.*

Attention *Agency Directors; Agency Labor Relations and Personnel Officers; Agency Health and Safety Officers and Supervisors.*

Instructions *Workplace violence and ergonomic requirements shall be discussed at Agency Health and Safety Committee meetings. The Employer will make available to the committee ergonomic requirements that can be used to make appropriate adjustments in the workplace settings. The collection and dissemination of information regarding this issue will be coordinated through the DAS/HRD Offices of Collective Bargaining and Policy Development.*

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 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.

11.17 - Personal Property

Employees shall receive reasonable reimbursement for the cost of any personal property 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 language in this Article continues unchanged from the previous Contract.

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 the Ohio Veterans Home. 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 13.14 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, ~~Rehabilitation and Correction~~, Youth Services and the Ohio Veterans Home ~~and Ohio Veteran's Children's Home~~, 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. It is agreed that work area schedules established under Pick-A-Post Agreements do not preclude the incidental, short-term 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 within that period, except in accordance with reassignment as provided for in Section 13.05. The parties recognize that there are certain jobs which require non-standard work schedules. Such work schedules shall be for operational needs. The Employer shall notify the Union prior to the creation of any new non-standard 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.

Arbitration Awards:

- #512 *Arbitrator Graham; Grievant Gary M. Bizjak; ODNR; 11/05/90. The Arbitrator ruled that changing an employee's days of work schedule to accommodate management's seasonal needs is a contractual right. A one year payment of overtime rather than changing a work schedule does not bind the Employer to the same action in subsequent years.*
- #783 *Arbitrator Pincus; Grievant Sherrie Ware; MRDD, 11/7/91. We should check with MRDD concerning this issue. The case involves the violation of a pick a post agreement when an employee was assigned outside her pick a post area. The State argued that the assignment was made on the basis of operational need. The Arbitrator did not find that reason acceptable.*
- #828 *Arbitrator Bowers; Grievant Bruce Raines; DR&C, 9/15/91. The State has received adverse decisions with regard to the "shall" in personal leave for the language in both the 1986 and 1989 contracts. The award referenced is the decision on the 1989 language. The inability to deny personal leave created a financial hardship especially for institutional agencies.*
- #1044 *Arbitrator Ipavec; Grievant Mark Crosbie; Rehabilitation & Correction, 4/28/95. See #1125 below.*
- #1109 *Arbitrator Nelson; Grievant Class Action; Transportation, 1/27/96. Arbitrator Nelson stated that Management did not violate any of the aforementioned Articles. Management's use of two shifts was for the removal of ice and snow and was not arbitrary or capricious. Furthermore the use of intermittent workers did not present a threat to health and safety. The Union charged that the use of intermittent employees was a threat to the integrity of the bargaining unit was found to be unfounded.*
- #1125 *Arbitrator Nelson; Grievant Linda Appel; Rehabilitation and Correction, 4/5/96. **Note:** This decision clearly corrects the adverse interpretation rendered in Award # 1044. Arbitrator Nelson stated that "good management reasons" is the standard that must be applied consistent with Arbitrator Goldstein's February 1988 decision with regard to the denial of bids for posts. The arbitrator found that Management's decisions were not arbitrary or capricious, and based on good management decisions.*

13.03 - Meal Periods

Employees (including but not limited to Correctional Officers, ~~Youth Leaders~~ **Juvenile Correction Officers, PUCO 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. No other employee shall be required to take less than thirty (30) minutes or more than one (1) hour for a meal period. Meal periods will usually be scheduled near the midpoint of a shift.

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.

Explanation: *All changes in Sections 13.01, 13.02, and 13.03 were housekeeping changes.*

Attention: *Agency Labor Relations Officers.*

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 in no case exceed eighteen (18) work days (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 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.

Arbitration Awards:

#783

See Section 13.02.

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.

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. ~~The report in location(s) for PUCO field employees shall be the particular project to which they are assigned or 20 miles, whichever is less.~~

For all other employees, the report-in location shall be the facility to which they are assigned.

Explanation:

This language was moved to the PUCO Agency Specific Agreement.

Attention:

Public Utilities Commission of Ohio; Department of Administrative Services, Human Resources Division, Office of Collective Bargaining.

13.07 - Overtime

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. Specific arrangements for implementation of these overtime provisions shall be worked out at the Agency level. 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 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 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.

An employee's posted regular schedule shall not be changed to avoid the payment of overtime.

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 straight time regular rate of pay or actual hours worked 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.

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.

Arbitration Awards:

#320

Arbitrator Pincus: Grievant Gerald Evans; ODOT, 9/18/89. The Arbitrator ruled that an employee who was called in to work one hour early due to an emergency was entitled to call back pay rather than overtime.

Explanation:

A language change made in the 1994 Agreement overturns the arbitration decision in Arbitration Award #320. The new language permits agencies to call employees in to work hours adjacent to their shift and treat the hours worked as scheduled overtime rather than call back pay.

Attention:

Agency Directors; Agency Labor Relations and Personnel Officers; Agency Supervisors and Schedulers.

Instructions:

Employees called in to work prior to and abutting their shifts will be paid overtime for hours worked, not call back pay.

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.

13.10 - Payment for Overtime

All employees, except those in ~~current Schedule C~~ the classifications of Utility Attorney, Utility Attorney Examiner 1, and Utility Attorney Examiner 2, 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 regular 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, sick leave and personal leave. 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 rendered, payment for overtime work shall be made. Compensatory time must be used within two hundred seventy (270) days from when it was earned. Compensatory time not used within two hundred seventy (270) days shall be paid to the employee at the employee's current regular rate of pay. Any employee who has accrued compensatory time off and requests use of this compensatory time shall be permitted to use such time off within a reasonable period after making the request or, if such use is denied, the compensatory time requested shall be paid to the employee at his/her option to a maximum of eighty (80) hours in any pay period.

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 years of employment.

Explanation: *The first change is housekeeping. The second change was language proposed by Management to re-define active pay status excluding sick leave from the definition. This change was sought by the Employer as one of many proposals aimed at controlling unplanned absences. The third change specifies the maximum amount of compensatory hours that will be paid to employees if leave is denied.*

Attention: *Agency Directors; Agency Labor Relations, Personnel, and Payroll Officers; and Department of Administrative Services, Human Resources Division, Office of Personnel Services and Payroll Administration.*

Instructions: *Sick leave used will not be counted towards the total number of hours in active pay status for the computation of overtime.*

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 ~~e~~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 he/she is in stand-by status. Stand-by time will be excluded from overtime calculation.

Arbitration Awards:

#807 *Arbitrator Anna Smith: Grievant Jerald Gerber; EPA, 6/17/92. This decision provides a definition and guidelines for determining what stand-by pay status is and how it should be implemented.*

Explanation: *Housekeeping.*

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 10-hour days;
3. Other flexible hour concepts.

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 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.

Work schedules for ~~Youth Leaders~~ **Juvenile Correction Officers** in the Department of Youth Services ~~and for direct care staff in the Ohio Veteran's Childrens Home~~ now in effect shall be continued except as mutually agreed otherwise. ~~There shall be no split shifts for full-time employees.~~

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

Explanation: Housekeeping.

13.15 - Emergency Leave

Employees directed not to report to work or sent home due to weather conditions or another emergency shall be granted leave with pay at regular rate for their scheduled work hours during the duration of the emergency. Employees required to report to work or required to stay at work during such emergency shall receive pay at time and one-half (1 1/2) for hours worked during the emergency. Any overtime worked during an emergency shall be paid at double time.

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.

Essential employees shall be required to work during emergencies. Essential employees who do not report as required during an emergency must show cause that they were prevented from reporting because of the emergency.

Arbitration Awards:

#678

Arbitrator Cohen: Grievant Pauline Mincks, et al.; Transportation, 9/5/91. This case supports the State's position that a road collapse is normal and reasonably foreseeable to the place of employment (ODOT) and is not an emergency. Previous cases on this issue are #508, #585 and #596.

13.16 - Time Clocks

Beginning ninety (90) days after the effective date of this Agreement, the Employer shall not add time clocks, except as mutually agreed otherwise by the parties. During the term of this Agreement, 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.

13.17 - Temporary Working Level

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 that are used to fill a vacant position during the posting and selection process shall not exceed one-hundred twenty (120) days unless mutually agreed to between 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 at least five percent (5%) **approximately four percent (4%)** above his/her current step rate of compensation.

Explanation:

The first change was proposed by the Union due to their concerns with the promptness of the filling of vacancies. This language is specific to the use of a temporary working level during the filling of a vacancy. The amount for the TWL increase was proposed by Management to be changed to four percent (4%) to be consistent with the new language in Articles 19 and 36.

Attention:

Agency Directors; Agency Labor Relations, Personnel, and Payroll Officers; and Department of Administrative Services, Human Resources Division, Office of Personnel Services and Payroll Administration.

Instructions:

Agencies should track TWL assignments to assure that a temporary working level assignment will not exceed 120 days when being used to fill a vacant position during the posting and selection process, unless agreed to by the Union.

13.18 - Internal Interim Appointments to Non-Bargaining Unit Positions

Bargaining unit employees who are appointed to internal interim positions which are not covered by this Agreement will be compensated as if in a temporary working level pursuant to Section 13.17. Such employees will be considered a member of the bargaining unit for the duration of such 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.

Attention:

Agency Labor Relations and Personnel Officers, Agency Supervisors.

Instructions:

Bargaining unit members who are given internal interim appointments to exempt positions may not represent management or the Union in issues of Contract administration, including discipline.

ARTICLE 15 - EMPLOYMENT SECURITY

As a product of the joint efforts of the State and OCSEA, the following advisory groups 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. Providing assistance to dislocated State employees;
2. 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 JTPA 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 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 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 Worker 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 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.

Explanation: *The new language resulted from a refinement of the individual responsibilities and goals of the joint committees formed under the previous Contract.*

Attention: *Agency Directors, Agency Labor Relations/Human Resources, Personnel Officers, Supervisors.*

Instructions: *Note that participation in any of the joint committees requires release, with pay, to include travel time, from regularly scheduled work hours.*
*Note that the existing Regional Worker Adjustment Committees (RWAC) will continue to assist **fifty (50) or fewer** employees of a single agency, workplace or institution. In circumstances where anticipated displaced employees will **exceed 50** from a single agency, workplace or institution, a central Worker Adjustment Committee will be established to develop assistance programs.*
Under Section C., each agency may elect to form a joint committee to explore alternatives for employees who are disabled as a result of performance of their duties.

~~— A Joint State/OCSEA Committee on employment security consisting of not more than five (5) representatives from Labor and not more than five representatives from the State shall jointly study and attempt to resolve matters of mutual concern regarding employment security, including joint demonstration projects to provide assistance to dislocated workers. The Committee will be advisory in nature and may examine and make recommendations on matters such as, but not limited to, the following:~~

- ~~A. 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;~~
- ~~B. Development and implementation of programs and procedures to facilitate the training and re-training of current employees to maximize opportunities for responding to changes in work force requirements, technologies and needed skills; and~~
- ~~C. Establishment and implementation of programs to assist state employees who face dislocation or who are dislocated from their jobs as a result of layoff or reorganization, including career counseling, resume writing support, job search skills development and assistance, employability planning and preparation, and job retraining.~~

~~———— This Committee shall have authority to discuss only those matters contained in this Article.
This Committee shall have no authority to amend this Agreement or negotiate any matter.~~

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 seniority credits accrued since the employee's last date of hire with the state;
- 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 30th 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 30th day from the time the youth or first inmate (other than cadre) arrives shall not be permitted to transfer institution seniority credits.
- 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 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.

Each full-time employee shall be credited with one 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.

Arbitration Awards:

#747

Arbitrator Anna Smith: Grievant Rae Jacobozzi; OBES, 2/11/92. This decision determined that persons hired, but not recalled or reemployed, while on a recall or reemployment list, do not have a break in service. This led to the language "the total number of pay periods during which an employee held or had a right to return to a bargaining unit position."

Explanation:

The language changes provide the method under which the Department of Youth Services and Department of Rehabilitation and Corrections employees carry institutional seniority when transferred into a newly activated institution.

Language in paragraph C should reflect the established method for crediting part-time employees with seniority credits upon return to work from a period of absence in which the employee held or had a right to return to a bargaining unit position.

Attention:

Agency Labor Relations and Personnel Officers, Supervisors; Department of Administrative Services, Human Resources Division Payroll Administration.

Instructions:

Non-institutional agencies will only need to maintain state seniority. Institutional agencies will maintain both state seniority and institutional seniority. For example, state seniority would be applicable to promotions and layoffs while institutional seniority may be applicable to work area bids, reassignments, leave requests, overtime, etc.

While the language in paragraph C is intended to reflect current practice it is important for Personnel and Payroll Officer to understand its application. After a part-time employee has returned to work from an unpaid leave of absence, it is the responsibility of the agency/facility Personnel Office to determine the number of seniority credits the employee would have earned during the absence and enter the credits into the PAYU file on CICS. The calculation is made by determining the average non-premium hours worked during the six (6) pay periods immediately preceding the leave of absence and multiplying those hours by .0125. The Department of Administrative Services, Human Resources Division Payroll Administration and Office of Personnel Services will not calculate or enter such seniority credits.

16.02 - Exceptions

A. Return from disability separation/disability retirement

An employee who makes application for reinstatement within three years from the date of disability separation or five 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 ~~accredited~~ **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 ~~accredited~~ **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.

Explanation: *Changes are housekeeping only. This Section clarifies the time to be included in determining seniority credits.*

Attention: *Agency Labor Relations and Personnel Officers, Supervisors; Department of Administrative Services, Human Resources Division Office of Personnel Services.*

16.03 - Ties

Ties in State seniority shall be broken in the descending numeric order of the last four digits of the employee's social security 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 by the time stamped on the employee Personnel Action by the Department of Administrative Services and then by comparison of the last four digits of the employee's social security number, such relative ranking shall not be changed.

Explanation: *The second paragraph maintains the current relative ranking of employees with otherwise same seniority dates.*

Attention: *Agency Labor Relations and Personnel Officers, Supervisors; Department of Administrative Services, Human Resources Division Office of Personnel Services.*

Instructions: *If a tie had previously been broken, the current order of seniority shall remain. Persons with the same number of seniority credits, hired during the same pay period will be ranked first by date of hire and then by SSN. As noted previous rankings must be maintained by using the RANK field in the PAYU screen of CICS.*

16.04 - Seniority Rosters

~~Effective September 1, 1994, and e~~ **Quarterly thereafter**, 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. Each employee's individual employee seniority credits will be displayed on the employee's earnings statement.

Explanation: *No substantive change.*

Attention: *Agency Labor Relations and Personnel Officers; Department of Administrative Services, Human Resources Division, Office of Personnel Services.*

Instructions: *HRD, Office of Payroll Administration has established a system for recording seniority credits. Agency Payroll personnel are responsible for making changes in the seniority roster. A copy of the roster is to be provided to the Union chapter or assembly president and posted in each work area quarterly. HRD/OCB sends the Union's copies of the seniority lists directly to OCSEA central office.*

16.05 - Conversion

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

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

~~— B. On or before April 1, 1994, the Employer shall prepare and post a seniority roster of all bargaining unit employees in each institution, geographic jurisdiction or agency as appropriate, in descending order of State seniority date with ties broken in accordance with the provisions of Section 16.03. This roster will contain the name, State seniority date, Institutional seniority date and the last four digits of each employee's social security number. The roster will reflect all adjustments to seniority dates which have been necessary or have been agreed upon prior to the date of posting.~~

~~— Bargaining unit employees shall have until April 30, 1994, to bring to the attention of the Employer errors in the seniority dates or relative rankings on such roster. In the event an employee wishes correction to be made in a roster, the employee shall file a written statement with the labor relations officer stating the exact nature of the error and the change(s) necessary to correct the roster. A copy of this written statement shall be promptly forwarded to the chapter president or assembly president by the labor relations officer. Except for written requests to correct the roster that are filed by April 30, 1994, all seniority dates and rankings shown on the roster shall be considered correct.~~

~~— The chapter president or assembly president and the labor relations officer shall meet not later than May 10, 1994, to resolve errors and correct the seniority roster. If disputes over the roster continue on June 30, 1994, they will be submitted to a special tribunal consisting of two representatives designated by the Office of Collective Bargaining, two representatives designated by the Union and a neutral chair selected by these designated representatives from among the members of the grievance mediation panel. The tribunal will consider the written request for correction initially submitted, brief written statements submitted by the chapter president or assembly president and the labor relations officer following their meeting, and information available from the personnel records of the Department of Administrative Services in resolving disputes. No testimony or witnesses will be heard in the resolution of these matters. The tribunal will resolve all matters by majority vote and will issue its determination(s) prior to August 15, 1994. All determinations of the tribunal shall be final and binding upon all parties.~~

~~—CB.~~ Effective September 1, 1994, seniority credits shall replace seniority dates as the basis for determining relative seniority standing or seniority rights under this Agreement. ~~Except for corrections provided for under this section, such conversion shall not result in a change in the relative standing of employees from that listed on the posting of April 1, 1994, as provided in paragraph B.~~

~~—D.~~ Adjustments or corrections in seniority dates or seniority credits pursuant to paragraph B of this section shall not be applied retroactively. Such changes shall not alter personnel actions, layoffs or bumping rights which have taken place prior to September 1, 1994.

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

Explanation:

Language deleted was need only to accomplish the conversion from date-based to credit based seniority system.

Paragraph C was added to ensure that the Union is timely notified of any non-bargaining unit employee's entry into the bargaining unit so it may determine if it agrees with the number of seniority credits assigned.

Attention:

Agency Labor Relations and Personnel Officers, Supervisors; Department of Administrative Services, Human Resources Division Office of Personnel Services.

Instructions:

HRD, Office of Payroll Administration will supply OCSEA with a list of exempt employees entering the bargaining each pay period. The Union must raise any challenge directly to HRD/OCB, which will coordinate any needed changes with agencies.

ARTICLE 17 - PROMOTIONS, TRANSFERS, AND RELOCATIONS

Arbitration Awards:

- #730 *Arbitrator Rivera: Grievant Steve Williams; EPA, 12/9/91. This case involves the failure of an Agency to post a vacancy.*
- #767 *Arbitrator Graham: Grievant Mary L. Babb; BWC, 5/8/92. This is a minimum qualification case.*
-

17.01 - Policy

The Employer retains the right to determine which vacancies to fill by either permanent transfer or promotion, lateral transfer or demotion. The Employer has the right to move employees and positions through relocations pursuant to Section 17.087.

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.

17.02 - Definitions

A. "Permanent transfer" is the movement of an employee in the same classification, to a posted 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. 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 by transfer or promotion 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 17.08-7;
2. Bumping or displacement as set forth in Article 18;
3. Recall as set forth in Article 18;
4. ~~Re-~~Reemployment as set forth in Section ~~18.12~~ 18.13;
5. Cross geographical jurisdiction bidding as set forth in Section ~~18.13~~ 18.14; ~~and~~
6. Promotion as set forth in Article 17;
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 a job ~~the~~ movement of an employee to a position in a classification with to 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.

Arbitration Awards:

#598 *Arbitrator Graham: Grievant, Haberny; OBES; A vacancy is not defined by a Position Control Number; a lateral transfer to another office constitutes filling a vacancy.*

Explanation: *The definitions of promotion and demotion have been clarified. Demotions have been added as the last step in the selection procedure.*

Attention: *Agency Labor Relations and Personnel Officers.*

Instructions: *When a vacancy exists, the following list shall be used to determine the method for filling the position:*

- 1. permanent transfer as set forth in Section 17.08;*
- 2. bumping or displacement as set forth in Article 18;*
- 3. re-call as set forth in Section 18.11;*
- 4. re-employment as set forth in Section 18.12;*
- 5. cross geographical jurisdiction bidding, i.e., a one time agency bid as set forth in Section 18.13;*
- 6. promotion as set forth in Article 17;*
- 7. lateral transfer as set forth in Article 17.*
- 8. demotions as set forth in Article 18.*

Demotions are considered in the same manner that laterals are considered.

17.03 – Promotional/Lateral Transfers Probationary Period

~~— Employees who are promoted or laterally transferred to a different classification shall serve a probationary period pursuant to Section 6.01.~~

~~— 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 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.~~

~~— During a lateral transfer or promotional probationary period, the Employer maintains the right to place the employee back in the classification that the employee held previous to the promotion if~~

~~the employee fails to perform the job requirements of the new position to the Employer's satisfaction.~~

17.03 - Posting

All vacancies within the bargaining units that the Agency intends to fill shall be posted in a conspicuous manner throughout the region, district or state as defined in Appendix J. In cases of vacancies that are to be filled by permanent transfer(s), the vacancies shall be posted only in areas of declared excess. The agencies shall declare on the vacancy posting its intent to fill by permanent transfer or by promotion. 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. Vacancy notices shall be posted for at least ten (10) days. Posted vacancies shall not be withdrawn to circumvent the Agreement.

The Employer will cooperate with the Union to make job vacancies known beyond the required areas of posting. **The Employer is currently developing a process to permit individuals to file an electronic application for a posted vacancy. The Employer may implement this process in addition to the current process during the term of this Agreement. The Union will be provided a reasonable notice and an opportunity to comment prior to the implementation of such a program. Application processes shall not be changed without mutual agreement.**

Explanation: *This language allows the Employer to develop a process for the electronic filing of applications.*

Attention: *Agency Labor Relations, Personnel, Human Resources Officers; Department of Administrative Services, Human Resources Division.*

Instructions: *None, at this time. As the means for electronic filing of applications are developed, meeting will be held with the Union to work out specific processes.*

17.04 - Applications

Employees may file timely applications for permanent transfers, promotions, ~~or~~ lateral transfers **or demotions**. Upon receipt of all bids the Agency shall divide them as follows:

A. For the vacancies that the Employer intends to fill by promotion the applications shall be divided as follows:

1. All employees in the office (or offices if there is more than one office in the county), "institution" or county where the vacancy is located, who possess and are proficient in the minimum qualifications contained in the classification specification and the position description.

2. All employees within the geographic district of the Agency (see Appendix J) where the vacancy is located, who presently hold a position in the same, similar or related class series (see Appendix I), and who possess and are proficient in the minimum qualifications contained in the classification specification and the position description.

3. All other employees within the geographic district of the Agency (see Appendix J) where the vacancy is located, who possess and are proficient in the minimum qualifications contained in the classification specification and the position description.

4. All other employees of the Agency.

5. All other employees of the State.

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

Employees serving either in an initial probationary period or promotional probationary period shall not be permitted to bid on job vacancies.

B. For vacancies that the Employer intends to fill by permanent transfer, the 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.

Arbitration Awards:

#848 *Arbitrator Loeb: Grievant Suzanne Jackson; PUCO, 1/28/93. This case supports the concept of position specific qualifications and provides positive language concerning conflicts between the contract and federal law.*

#984 *Arbitrator Rivera: Grievant Roger Adkins; Rehabilitation & Correction, 7/6/94. The Arbitrator found that because the Grievant was never officially informed by the Personnel Officer that his application was not accepted by the Warden, it was reasonable for the Grievant to believe that the problem had been rectified. The Arbitrator also noted that it is the Employer's responsibility to establish procedures that protect the security of the application procedure. In this instance that Employer had no safeguards. The Arbitrator found that the Grievant's testimony was credible in that he filed a timely application.*

Explanation: *This language was amended to follow up on the inclusion of demotions in the selection process.*

Attention: *Agency Labor Relations, Personnel and Human Resources Officers.*

Instructions: *It is important to inform all Personnel Officers regarding the inclusion of demotions in the selection process.*

17.05- Selection

A. 1. The Agency shall first review the bids of the applicants from within the office (or offices if there is more than one office in the county), county or "institution." If the position is in a classification which is assigned to pay range thirty (30) or lower, 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. If the position is in a classification which is assigned to pay range thirty-one (31) or higher, the job shall be awarded to an eligible bargaining unit employee on the basis of qualifications, experience and education. When these factors are substantially equal, State seniority shall be the determining factor. Affirmative action shall be a valid criterion for determining demonstrably superior. Interviews may be scheduled at the

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

2. If no selection is made in accordance with the above, then the Agency will first consider those employees filing bids under Sections 17.05 ~~4~~(A)(2) and 17.05 ~~4~~(A)(3). Employees bidding under Sections 17.05 ~~4~~(A)(3) shall have grievance rights through Step 4 to grieve non-selection. Employees bidding under Sections 17.05 ~~4~~(A)(4) or (A)5 shall have no rights to grieve non-selection.

3. If a vacancy is not filled as a promotion pursuant to Sections 17.05 ~~4~~ and 17.06-~~5~~, 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. Denial of such lateral transfer request(s) are grievable. 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 that meets minimum qualifications as stated above.

4. If a vacancy is not filled as a promotion pursuant to Section 17.04 and 17.05 or by lateral transfer, bids for demotions shall be considered. Denial of such demotion requests are grievable.

B. In institutions lateral transfers shall be accomplished as follows:

1. No more than ten percent (10%) of the bargaining unit employees in an institution, as determined by the table of organization, may make lateral transfers out of that institution in a calendar year.

2. The number of bargaining unit vacancies in an institution during the previous calendar year shall be determined in the first week of January of each year. Ten percent (10%) of that number shall be determined by rounding up, and that number plus ten percent (10%) of any new vacant positions added to the Table of Organization, shall be used to determine the maximum number of vacancies that the institution shall be required to accept by lateral transfer during the ensuing year.

3. In the Department of Rehabilitation and Correction during the first twelve (12) months of operation, each newly activated institution will be required to fill the first twenty-five percent (25%) of their posted vacancies through lateral transfers from other institutions. (Additional vacancies may be filled by lateral transfers at management's discretion.) Thereafter, such institution shall accept lateral transfers in the same manner as all other institutions.

4. This Section shall not modify work areas or the application of pick-a-post agreements.

C. In cases of permanent transfer 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.

Arbitration Awards:

#675

Arbitrator Graham: Grievant Karen Castle; Employment Services, 9/15/91. This decision set the parameters for proving "demonstrably superior".

- #690 *Arbitrator Graham: Grievant Mark Bundsen; Health, 10/19/91. This case sets forth guidelines for the review and application of minimum qualifications as well as the parameters for the establishment of minimum qualifications.*
- #703 *Arbitrator Graham: Grievant Antoinette Savage; Aging, 9/19/91. This case more clearly defined when the demonstrably superior criterion can be utilized as to order of selection.*
- #729 *Arbitrator Graham: Grievant Laurie Stelts et.al.; MR/DD, 1/22/92. This case established that an employee cannot be required to meet a requirement that can be met after employment.*
- #793 *Arbitrator Anna Duval Smith: Grievant Kathleen Stewart; DAS, 5/20/92. This case supports the State's position that the Union carries the burden of establishing that someone meets minimum qualifications who the Agency determines does not. It also supports the position that the State carries the burden to prove that a junior applicant is demonstrably superior to a senior applicant.*
- #848 *Arbitrator Loeb: Grievant Suzanne Jackson; PUCO, 1/28/93. This case supports the concept of position specific qualifications and provides positive language concerning conflicts between the contract and federal law.*
- #965 *Arbitrator Rivera: Grievant Chris Hade; Transportation, 4/26/94. The Arbitrator pointed to the language in Article 17.05 and 17.06 which states that Affirmative Action shall be a valid criteria for determining "demonstrably superior". The Arbitrator found that the language is express, clear and unambiguous. The Union's argument that Affirmative Action is not a sole factor in determining demonstrably superior but rather just one factor among many is not supported by the language in the Agreement.*
- #975 *Arbitrator Nelson: Grievant Elaine Blaum; Mental Retardation, 6/6/94. The Arbitrator found that although the Grievant's experience included exposure to Medicaid, her experience does not indicate proficiency in Medicaid auditing, cost reporting and/or reimbursement. With this in mind, the Arbitrator found that the employee that was awarded the position was demonstrably superior to the Grievant. The Arbitrator pointed out that socializing and working with an applicant does not establish discrimination nor does adding position specific minimum qualifications.*

Attention: *Agency Labor Relations and Personnel Officers.*

Instructions:

The first sort is opened to bids from all employees for whom the position will be a promotion. All such bids of qualified employees will be reviewed so long as the bid is within an Institution, an Office which has historically been established as a separate office, or the Agency in the county of posting. Demotions should be added as the last level for consideration.

Agency Personnel and Labor Relations staff are instructed to use discretion in the application of the pay range 31 and above provision for promotion, since the Union believes that Management will abuse its discretion. When a vacancy is posted for a position in pay range 31 or higher (this includes classifications assigned to pay ranges 11 and 12), Management will make a selection for promotion based on qualifications, experience and education. In instances where qualifications, experience and education are substantially equal, seniority will be used to make the selection.

"Substantially equal" is a term of art which provides for the application of a qualifications test before seniority is used to determine which employee will be selected for promotion. This concept generally shifts the burden of proof onto the Union to establish that Management did not select the most qualified candidate; however, actions for which there is evidence of bad faith on Management's part will cause most arbitrators to rule on behalf of the Union. The addition of this term to the selection clause provides the State with the ability to compare candidates for positions in classifications at pay range 31 or higher, and it provides management with the ability to select the more qualified candidate. However, the contract is clear that only three criteria can be evaluated: qualifications, experience and education. The State has taken a conservative approach in applying this provision to the extent that minor differences in the three criteria should not disqualify the more senior applicant.

In all instances where there are only minor differences in qualifications, a conservative approach must be used. The Office of Collective Bargaining will review the first several decisions of each agency where a less senior employee is selected based on qualifications. This review will be performed in the same manner as termination reviews to assure that the best case possible is being built to defend any grievance which may be filed.

Where the vacancy is for a position which has a pay range of 30 or below, the determination of which employee is to be selected will operate as it has under the previous Contract. Unless there is a candidate who is demonstrably superior, the selection shall be made from the most senior qualified candidate. The test for positions in classifications in pay range 30 and below remains a minimum qualification or relative ability test. This test is predicated on the fact that the minimally qualified senior employee must be selected. In a grievance, the Union must only prove that the bypassed senior employee is qualified. The burden of proof then falls to the Employer who must prove that the junior employee was "demonstrably superior". In State case Award Nos. 253, 675, 749, 767, 793, 848, and 902, the concept of demonstrably superior is fleshed out. The cases referenced above set forth a

standard which requires the State to prove that the junior employee is superior. This standard, however, is preceded by the Union's burden of proving that the senior employee was minimally qualified. Thus, a detailed analysis must be completed of the essential duties of the position involved in the decision and any position specific minimum qualifications must be developed prior to the writing of the position description and the posting of the vacancy. To prove that a less senior candidate is "demonstratively superior" when both candidates are minimally qualified the Employer must show that the comparison of employees is substantively lopsided in favor of the junior employee. The comparison should weigh seniority, affirmative action, related education and related work experience (these four criteria have been validated; seniority and affirmative action are provided for in the agreement and arbitrators awards give credence to related work experience and education).

Selections shall be made in the following order:

1. All employees in the office, "institution" or county where the vacancy is located, who possess and are proficient in the minimum qualifications contained in the classification specification and the position description.

2. All employees within the geographic district of the Agency (see Appendix J) where the vacancy is located, who presently hold a position in the same, similar or related class series (see Appendix I), and who possess and are proficient in the minimum qualifications contained in the classification specification and the position description.

3. All other employees within the geographic district of the Agency (see Appendix J) where the vacancy is located, who possess and are proficient in the minimum qualifications contained in the classification specification and the position description.

4. All other employees of the Agency.

5. All other employees of the State.

In institutional agencies, the provision which allows for lateral transfers will be applied.

17.06 - Civil Service Examinations Proficiency Instruments

~~Where a Civil Service Examination has been given all eligible employees within the county, office or institution of the Agency in which the vacancy exists who passed the examination, shall be considered in filling the vacancy as described above. Only the Civil Service Exam section of the Ohio Department of Administrative Services can give the exam.~~

~~In addition to Civil Service Exams, certain classification specifications and/or position descriptions which have been approved by the Department of Administrative Services may require the use of proficiency testing in determining qualifications. **The Employer may use proficiency testing to determine if an applicant meets minimum qualifications.** Proficiency testing shall be used only to determine whether or not a candidate meets the minimum qualifications of the classification specification or position description and shall not be used for purpose of determining relative skills and ability.~~

Explanation: *The language regarding proficiency testing was added to clarify the intended use for this type of testing. The purpose of a proficiency test is to determine whether or not an applicant can perform the duties of a position/classification. It is not to be used to determine which applicant is the most qualified for the position. The simple question of whether or not an applicant can or cannot perform the duties of a position/classification must be answered when developing a proficiency test.*

Attention: *Agency Labor Relations and Personnel Officers.*

Instructions: *A classification specification and/or a position description may require the use of a proficiency test to determine whether or not an applicant meets minimum qualifications. All candidates who pass the test are determined to have met the minimum qualifications for a particular position. There is to be no gradation of how well an applicant meets the minimum qualifications under this provision.*

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. Only provisions of Section 17.06 **5 (C)** ~~(B)~~ apply for the selection of that vacancy.

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 ~~at least quarterly~~ and will ~~keep~~ **notify** the Union ~~updated on any changes~~ **of excesses** as soon as practicable. Notices to the Union of a layoff or job abolishment shall be considered adequate notice of an excess.

Explanation: *The deletion of quarterly requirements more accurately reflects the existing practice. Currently Agencies provide notification as soon practicable as eliminating the need for quarterly reporting.*

Attention: *Agency Labor Relations, Personnel and Human Resources Officers.*

Instructions: *Agencies must notify the Union of excess as soon as practicable.*

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.

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 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 within the same county to other counties.

Explanation: *This language was added to expand the availability and applicability of permanent relocations when a layoff was not the reason for the relocation.*

Attention: *Agency Labor Relations and Personnel Officers.*

Instructions: *When an agency has a need or desire to relocate employees to another location outside the headquarters county, the agency shall meet with the local union leadership to discuss the rationale for the change. The Office of Collective Bargaining should be made aware of any documentation supporting the need for relocation, and will review the material and work with the agency and Union to institute the relocation.*

~~17.10 – Demotions~~

~~— Employee requested demotions shall only be done with the approval of the Employer.~~

Explanation: *Since demotions have been added to the selection process, this language is not applicable.*

Attention: *Agency Labor Relations, Personnel and Human Resources Officers.*

Instructions: *None*

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, 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.

Attention: *Agency Labor Relations and Personnel Officers, Agency Supervisors.*

Instructions: *Under contract, it remains inappropriate for an exempt employee to supervise a member of his immediate family. The issue of whether or not the exempt employee should be moved when a bargaining unit member bids into the work unit of an immediate family member, or whether the bargaining unit member is barred from making such a bid is still unresolved. Do not permit a supervisor to directly supervise an employee who is an immediate family member.*

17.10 - 1000 Hour Transfer

Nothing herein will circumvent provisions of the 1000 hour transfer for ODOT and OBES.

ARTICLE 18 – LAYOFFS

Arbitration Awards:

- #689 *Arbitrator Pincus: Grievant Carl Luebking; Employment Services, 11/14/91. This case provides guidance with regard to federal law preemption and veterans' preference where required by federal statute. This award provides language concerning conflicts between the contract and federal law.*
- #791 *Arbitrator Graham: Grievant Mary Douglas-Lacy; ODNR, 5/5/92. This case is supportive of the State's right to reorganize for efficiency and economy.*
- #797 *Arbitrator Drotning: Grievant George Stringfellow, et al; MRDD, 6/10/92. This case provides good language supporting management's lay off rights under Articles 18 and 38 (Technological Change).*
- #798 *Arbitrator Anna Duval Smith: Grievant Russell Boyce, et al; Mental Retard, 5/5/92. This case supports the State's right to implement an abolishment for the purpose of a reorganization for efficiency and economy.*
- #830 *Arbitrator Rivera: Grievant Ann Throckmorton; Ohio High Speed Rail Authority, 11/20/92. The State prevailed in its rationale that the assumption of minor duties of a former bargaining unit position by a manager was not usurpation of bargaining unit work.*
- #834 *Arbitrator Feldman: Grievant David Slone, et al; Mental Health, 11/30/92. This case involves abolishments/layoffs for reasons of economy, efficiency, and permanent lack of work.*
- #842 *Arbitrator Rivera: Grievant Kenneth Hilliard; ODNR, 10/23/92. This case involved the abolishment of a lead worker position where the lead worker did not have the requisite licensure to provide functional supervision.*
- #1029 *Arbitrator Bowers: Grievant Diane DiBianca; Mental Health, 1/17/95. The Arbitrator found no violation of Article 18 based on the fact that the Grievant's work at the time of the abolishment and layoff consisted of newspaper activities and non-training printing shop activities. These duties were not set forth in the position description for the position occupied by the Grievant prior to the abolishment. The Arbitrator also found that the Employer had not eroded the bargaining unit.*

NOTE: *There are additional layoff cases on file. Please call OCB Dispute Resolution for additional information.*

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.

Arbitration Award:

#937

Arbitrator Graham: Grievant George Mychkovsky; Natural Resources, 12/28/93. The Arbitrator found that the Grievant was qualified based upon his education and previous experience. The Arbitrator pointed out that the Grievant possesses a Master's degree while the incumbent has only a Bachelor's Degree. The Grievant also has a longer work history than the incumbent. The Arbitrator added that the requirement to have had four courses in hydrogeology was not met by the incumbent let alone the Grievant. Finally, the Arbitrator added that the Grievant cannot be expected to know all of the intricacies of the position immediately after bumping into the position. There must be some sort of informal learning period.

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.

Arbitration Awards:

#914

Arbitrator Loeb: Grievant Randy McAtee; Mental Health, 10/18/93. The Union was not able to challenge the State's decision to alter the method of operation. The savings realized by eliminating an employees salary and benefits was not, in and of itself, sufficient economic reason to justify abolishment. The State failed to show documentation to support its claims that there were economic benefits resulting from the decision to alter the method of operation. Without this evidence, the only benefit the Employer could show from the abolishment was the savings of wages and benefits. With this in mind, the Arbitrator found that the Employer then must show a lack of work in order to uphold the abolishment. The Union was able to show through testimony that the Food Consultant and the Food Service Manager had been performing the Grievant's duties in his absence. Management failed to show through a preponderance of evidence that there was such a lack of work to justify the abolishment.

#994 *Arbitrator Loeb: Grievant Stephen Thompson; Mental Health, 8/9/94. The Arbitrator agreed with the State's argument that only individuals who could challenge the rationale are those employees first effected by the abolishment; however the Arbitrator also agreed with the Union's claim that the grievance is their responsibility and thus the rationale of the abolishment could be challenged by the Union.*

#1029 *Arbitrator Bowers: Grievant Diane DiBianca; Mental Health, 1/17/95. The Arbitrator found no violation of Article 18 based on the fact that the Grievant's work at the time of the abolishment and layoff consisted of newspaper activities and non-training printing shop activities. These duties were not set forth in the position description for the position occupied by the Grievant prior to the abolishment. The Arbitrator also found that the Employer had not eroded the bargaining unit.*

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/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 bumping options before implementation of the "paper layoff". All affected employees shall exercise their bumping options in writing or by confirmed telephone communication, so that once the "paper layoff" is implemented, employees that have bumping rights 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 employees will be exercising their options. 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 employee electives and will make all reasonable efforts to assure that each employee receives notice and forwards a written selection of their electives.

B. All potentially affected employees will be given a bumping selection form that identifies potential options. Each employee will select options available to them and will list them in the order of their priority. Employees will be given five (5) working days to complete and return the forms. Copies of the forms 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. Work shall be divided by classification groups to limit the number of people that need to be contacted in a time period. 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 "displacement selection form" and cannot be reached within fifteen (15) minutes, a union designee will make a selection on the employee's behalf. The selection will be to the least senior person in the same classification. If the employee is unable to utilize this right, the employee will be placed in the least senior position in the same or similar class grouping (Appendix I) in descending order. This choice will be final.

Arbitration Awards:

#689 *Arbitrator Pincus: Grievant Carl Luebking; Employment Services, 11/14/91. This case provides guidance with regard to federal law preemption and veterans' preference where required by federal statute. This award provides language concerning conflicts between the contract and federal law.*

#791 *Arbitrator Graham: Grievant Mary Douglas-Lacy; ODNR, 5/5/92. This case is supportive of the State's right to reorganize for efficiency and economy.*

#797 *Arbitrator Drotning: Grievant George Stringfellow, et al; MRDD, 6/10/92. This case provides good language supporting management's lay off rights under Articles 18 and 38 (Technological Change).*

#798 *Arbitrator Anna Duval Smith: Grievant Russell Boyce, et al; Mental Retard, 5/5/92. This case supports the State's right to implement an abolishment for the purpose of a reorganization for efficiency and economy.*

#830 *Arbitrator Rivera: Grievant Ann Throckmorton; Ohio High Speed Rail Authority, 11/20/92. The State prevailed in its rationale that the assumption of minor duties of a former bargaining unit position by a manager was not usurpation of bargaining unit work.*

#834 *Arbitrator Feldman: Grievant David Slone, et al; Mental Health, 11/30/92. This case involves abolishments/layoffs for reasons of economy, efficiency, and permanent lack of work.*

#842 *Arbitrator Rivera: Grievant Kenneth Hilliard; ODNR, 10/23/92. This case involved the abolishment of a lead worker position where the lead worker did not have the requisite licensure to provide functional supervision.*

NOTE: There are additional layoff cases on file. Please call OCB/Dispute Resolution for additional information.

18.04 - Bumping in the Same Office, Institution or County

The affected employee may bump any less 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) provided that the affected employee is qualified to perform the duties.

Arbitration Awards:

#990

Arbitrator Nelson: Grievant Betty Jarvis; Transportation, 7/23/94. The Arbitrator found that the Grievant had 30 days from when he or she "became or reasonably should have become aware of the occurrence giving rise to the grievance." The grievance was filed timely because the event that started the time clock was the date that the first employee was restored to her position by the previous arbitration decision. The Arbitrator then ruled that the Grievant should be restored to her position as an Administrative Assistant I.

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 shall have the option to bump a less senior employee in accordance with Section 18.03 within the appropriate geographic jurisdiction of their Agency (see Appendix J) **provided that the affected employee is qualified to perform the duties.**

NEW

Explanation:

Employees exercising bumping rights within the agency geographic jurisdiction under Appendix J, are now subject to a determination by management as to whether or not they are qualified to perform the duties of the position for which they possess displacement rights.

Attention:

Agency Labor Relations, Personnel Officers; and Department of Administrative Services, Human Resources Division.

Instructions:

Agencies should only raise a challenge to an employee's bumping rights when there is evidence the employee lacks the necessary skills, knowledge and/or experience.

Management may raise the question of an employee's qualification to perform the duties of a position, as early as the paper layoff, but must raise such question prior to the date of layoff.

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 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.

Arbitration Awards:

#785 *Arbitrator Rivera: Department of Administrative Services grievance; 5/21/92. This decision provides an interpretation of the applicability of the "five year" rule specified in the ORC/OAC.*

Attention: *Agency Labor Relations and Personnel Officers, Department of Administrative Services, Human Resources Division.*

Instructions: *An employee's options under the five-year rule should be placed on the written selection of electives given to each employee affected by the layoff. The Agency shall notify the employee into which groupings he/she is permitted to bump; if the employee's grouping is not listed on the selection list, the employee needs to notify the designated management representative before the date of the paper layoff.*

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 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.

Arbitration Awards:

#818 *Arbitrator Rivera: Grievant Barbara A. Northup; Employment Services, 10/19/92. The decision provides an interpretation regarding the ability of bargaining unit employees to bump/displace employees outside the*

bargaining unit. The language change incorporates the effects of this decision.

Explanation:

This Section provides that bargaining unit members may bump into an exempt classification; however, once the employee has bumped into the exempt position he/she has no further rights except as set forth in Sections 18.11, 18.12, and 18.13.

Attention:

Agency Labor Relations and Personnel Officers; Department of Administrative Services, Human Resources Division, Office of Personnel Services.

Instructions:

Personnel working with layoffs shall first provide a list of all options in the bargaining unit: 1) within with same office, institution or county (18.04); 2) in the same agency geographic jurisdiction (18.05); 3) in a previously held classification (new 18.06). If there are no bumping rights available under those Sections a list should be provided from the Ohio Revised Code and the Ohio Administrative Code of exempt classifications with a lesser appointment category (type) into which the employee may bump. Bumping into an exempt position is not mandatory as the employee will lose all Contractual rights except as specified in Sections 18.11, 18.12 and 18.13.

If the employee chooses to bump into an exempt position he/she will be given the maximum retention point available for his/her performance evaluation, following the Ohio Administrative Code. Any bumping done after becoming an exempt employee will be done under the Ohio Revised Code and the Administrative Code, thus utilizing the jurisdictions embodied therein.

18.08 - Limits

~~There shall be no bumping for Bargaining Unit 3 employees in the Department of Rehabilitation and Correction.~~ There shall be no inter-agency bumping. There shall be no inter-unit bumping except in those cases allowed by current administrative rule or where a class series overlaps more than one unit.

Explanation:

The removal of language prohibiting bumping for Unit 3 employees in the Department of Rehabilitation and Correction allows those employees to bump within the layoff jurisdictions set forth in Appendix J.

Attention:

Agency Labor Relations and Personnel Officers; Department of Administrative Services, Human Resources Division.

Instructions:

The Department of Rehabilitation and Correction; will now, in the event of a layoff, conduct a paper layoff and bumping for Correction Officers.

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 ~~for which he/she meets the minimum qualifications as stated in the Classification Specification~~ **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.

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).

Explanation:

Employees should not just meet minimum qualifications to be recalled to a position, but should be qualified to perform the duties of the position. The language also incorporates the use of appointment type in recall and reemployment. An employee is only removed from the recall list for their original classification when the employee has been offered a recall opportunity to the same appointment category within that classification.

This Section prohibits recalled employees from being recalled into a higher pay range, thus preventing a promotion on recall. An employee's recall rights are limited to the same pay range or lower.

In addition, due to the extreme length of time it takes to send recall letters and receive return receipts, the Employer is now able under the Contract to hand deliver recall letters.

Attention: *Agency Labor Relations and Personnel Officers; Department of Administrative Services, Human Resources Division.*

Instructions: *All laid off employees and employees displaced out of their classification shall be placed on a recall list which must be provided to DAS/HRD before the effective date of the layoff. Employees may not be recalled to a promotion.*

If hand delivering a recall notice, have a witness present and have the employee sign a receipt for the notice.

All Agencies should train those persons responsible for the development and maintenance of recall lists regarding the change incorporating appointment category.

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 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 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.

Explanation: *This Section expands the bidding right of laid-off employees to vacancies within their agency in the same similar or related classification series occupied by the employee. The Section also provides that a laid-off employee cannot gain a promotion under this language.*

Attention: *Agency Labor Relations and Personnel Officers; Department of Administrative Services, Human Resources Division.*

Instructions: *This Section is applicable only to the Agency from which the employee was laid-off. Positions posted on or after the effective date of this Agreement must be filled pursuant to the provision of this Section.*

18.13 - Re-Remployment

If the vacancy is not filled pursuant to Section 18.14, then the Employer must offer ~~re-~~reemployment rights pursuant to ~~Administrative Rule 123:1-41-17.~~ 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).

~~Re-~~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 ~~re-~~reemployment rights to the last classification held prior to assignment to the holding classification.

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

Explanation:

Specific reemployment language was removed which referenced the ORC. The ORC is generally referenced in 18.01. This Section provides that employees must be qualified to perform the duties of the position in his/her classification to which he/she is reemployed.

This Section also specifies how/why a laid-off employee is removed from the reemployment list. Employees who decline reemployment to a different appointment category (type) are removed from the recall list for only that appointment type.

Attention:

Agency Labor Relations and Personnel Officers; Department of Administrative Services, Human Resources Division.

Instructions:

DAS/HRD must establish a process for maintaining reemployment lists in accordance with this Section.

18.14 - Placement

Notwithstanding any other provisions of Article 17, ~~T~~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.

Explanation: *This Section extends recall and reemployment rights to laid-off employees who accept placement into an existing vacancy.*

Attention: *Agency Labor Relation Officers and Department of Administrative Services, Human Resources Division.*

Instructions: *Agencies should consider the availability of placement in its own and other agencies to retain laid-off employees where feasible. This Section is permissive and not mandatory.*

An employee cannot be promoted as result of placement.

An agreement must be executed and signed by the affected agencies, the Union and OCB.

When filling a vacancy, other than as a placement under this Section, use the order of filling a vacancy as specified below:

See Section 17.05 also

17.01 Permanent Transfer

18.11 Recall

18.13 Reemployment

13.13 Cross-geographic jurisdictional bidding

Article 17 - Promotion, Lateral Transfer and Demotion

18.15 - Service Credits

An employee who is laid off and ~~re~~-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.

ARTICLE 19 - WORKING OUT OF CLASS

19.01 - Position Descriptions

New employees shall be provided a copy of their position descriptions. 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 1 - 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 ~~fifteen (15)~~ **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 2. 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., 20% or more of the employee's time) specified in another classification specification, the Director shall order the immediate discontinuance of the inappropriate duties being performed by 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 ~~at least~~ **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 ~~at least a~~ **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.

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 2 - 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** ~~written notice~~ to the **Deputy** Director of the Office of Collective Bargaining within twenty (20) days of the Step 1 answer **or the date such answer was due**. If the Employer fails to issue an ~~an~~ **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 ~~180~~ **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., 20% or more of the employee's time) 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 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. The determination of a monetary award shall be in accordance with Section 19.02 Step 1 above. However, if the Union and the Employer **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 ~~a~~Article, they ~~shall provide the arbitrator with a written statement to that effect and the arbitrator shall order the Employer~~ **may mutually agree** to reclassify the employee to the higher level classification.

The remedy ordered at any step of the grievance procedure, including a monetary award, shall be in accordance with Section 19.02 - Step 1, above.

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

Arbitration Awards:

A case was arbitrated concerning the issuance of a monetary award to bargaining unit employees found by an arbitrator to be performing duties outside their classification where such duties are contained in a classification not represented by OCSEA/AFSCME.

#1112

Arbitrator Graham: Grievant Working out of Class; Administrative Services, 2/8/96. The Arbitrator found that Section 19.02 Step 1 provides for monetary relief in circumstances when state employees perform duties of a classification assigned to a higher pay range; even if that classification is represented by another exclusive bargaining agent or exempt from collective bargaining.

Explanation:

New language was added to expand Agency response time from fifteen (15) days to thirty-five (35) days to allow more time to investigate the claims raised in the grievance. Timelines for demanding arbitration was reduced from 180 to 120 days. New language establishes that if a monetary award is

appropriate the payment will be based on the Step in the higher pay range that is approximately four percent (4%) higher than the employee's current step.

Attention: *Agency Labor Relations and Personnel Officers; Agency Management Personnel and Department of Administrative Services, Human Resources Division.*

Instructions: *Responses should be mailed to OCSEA Central Office.*

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 1 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.

Attention: *Agency Labor Relations Officers, Agency Management Personnel.*

Instructions: *Agencies should inform all supervisory personnel that it is prohibited to work employees outside of their job classification. This does not prohibit the normal growth which occurs as employee's duties are normally expanded. Management should ensure that preferential duties are not assigned to favorite employees outside of the bidding process.*

ARTICLE 20 – PROFESSIONAL ISSUES COMMITTEE

20.01 – State Professional Committee

~~The parties will establish a joint labor-management committee to provide specific representation for bargaining unit 13 and 14 employees. The Committee will consist of five (5) representatives from the Union and five (5) representatives from the Employer, including at least one (1) representative of the Office of Collective Bargaining. The purpose of the Committee shall be to promote a climate of professionalism and constructive relations, and to discuss issues related to the specific interests of professional employees. The Committee shall meet at least twice each year and agendas for each meeting will be exchanged at least seven (7) days in advance to allow the parties to prepare to discuss matters of interest and concern to the other party.~~

20.02 – Procedures

~~The co chair for management shall be the representative from the Office of Collective Bargaining. The Union co chair shall be selected by the Union from among its membership on the Committee. The co chairs shall have the responsibility of convening meetings and maintaining minutes of committee proceedings. Meetings will be held during regular business hours and employees will receive time off with pay at their regular rates, plus travel expenses under Article 32, to participate in committee meetings.~~

Explanation:

Both parties proposed to delete the language in this Article. It was agreed that the Profession Issues Committee was no longer necessary.

Attention:

Agency Directors; and Agency Labor Relations Officers.

ARTICLE 21 - QUALITY SERVICES THROUGH PARTNERSHIP

The language in this Article continues unchanged from the previous Contract.

21.01 - 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 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.

21.02 - 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

Salaries
Grievances
Union Contract
Interpretations
Benefits
State Policy and
Working Conditions
Classification
Discipline
Working Hours

Acceptable Activities

Agency Quality Service or
Agency Product
Work Environment Safety
Reduction in Paperwork
Savings in Time, Effort or the
the Handling of Materials
Improvement in Process,
Methods or Systems
Improvement in Facilities,
Tools or Equipment
Elimination of Waste of Materials
and Supplies
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.

Attention: *Agency Director;, Agency Labor Relations Officers; Agency QStP Coordinators, Agency QStP Steering Committees, Statewide Steering Committee, and QIP and PSP teams.*

Instructions: *The guidelines must be carefully administered. The Agency QStP Coordinator may require some assistance from Agency Labor Relations Officers in the application of these guidelines.*

The management representatives of the Joint State Steering Committee on QStP will be appointed by the Governor. Each Agency must have a Joint Agency Steering Committee, the formulation of which is established by the Joint State Steering Committee. The Union will determine which union representatives will be on both the State and Agency Committees. Management must designate its own representatives.

It is the responsibility of each Agency's Steering Committee to develop plans and activities to meet the needs and mission of the particular agencies. Agency Steering Committees have the discretion, within their Steering Committee Guidelines, to establish QIP or PSP work teams.

Any employee, bargaining unit or exempt, may request that a topic or issue be discussed by a QStP work group or the Agency Steering Committee. That request should be made to a member of the Agency Steering Committee or designated work group. The Agency Steering Committee or work group is then obligated to discuss the topic or issue at their regularly scheduled meeting. The Agency Steering Committee or work group shall report back to the individual who suggested the topic or issue to inform him/her of the results of the discussion.

If the topic is covered by the collective bargaining agreement, the discussion of the issue shall be suspended until the topic or issue has been brought before the Statewide Steering Committee and it expressly agrees to the continued discussion.

Any work group or committee set up under the auspices of QStP shall operate by a consensus of votes unless it determines otherwise. If a designated work group cannot determine whether or not an issue or topic should be discussed, or cannot reach consensus on an issue, the issue should be raised to the Agency Steering Committee. Similarly, if the Agency Steering Committee cannot make a determination for the work group, or cannot determine on its own whether or not an issue should be discussed, the Agency Steering Committee should raise the issue for the Statewide Steering Committee.

The Management co-chair of the Agency Steering Committee, or any duly authorized work group, has the responsibility of informing the appropriate persons of when release time is needed for bargaining unit employees to

participate in any meetings, discussions, planning or activities which are a part of the QStP process. Such time spent shall be paid time.

The details of how each Steering Committee or designated work group operates should be left to the Agency's QStP coordinator. The QStP coordinator should take direction from the Statewide Steering Committee.

21.03 - 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 21.01, 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 resolved at the steering committee level may be referred to the next higher steering committee level for assistance and advice.

Attention: *Agency Directors; Agency Labor Relations Officers; Agency QStP Management Coordinators.*

Instructions: *The Steering Committees should be provided with a contact person in labor relations at each agency. The labor relations contact should refer problems to the OCB Labor Relations Specialists.*

21.04 - 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.

Attention: *Agency Directors; Agency Labor Relation Officers; State Office of Quality, and Joint Steering Committee.*

Instructions: *Future training sessions should be scheduled and conducted as specified. Any problems, questions or concerns, or implementations of this section should be directed to an OCB Labor Relations Specialist.*

21.05 - 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.

Attention: *Agency Directors; Agency Labor Relations Officers; Department of Administrative Services, Human Resources Division.*

Instructions: *It is important to take note of this provision when considering a reduction in force. Any layoff rationale should not be based on actions or recommendations which had their origin in the QStP process.*

ARTICLE 22 - PERFORMANCE EVALUATION

The language in this Article continues unchanged from the previous contract.

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 performance evaluation form developed in January of 1988, 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.

Attention:

Agency Directors, Labor Relations and Personnel Officers; Department of Administrative Services, Human Resources Division, Office of Personnel Services.

Instruction:

If an Agency wishes to deviate from the standard performance evaluation form provided by DAS, the Agency should prepare and process a new instrument using the same procedures as those utilized to promulgate a new work rule. The Union should be given notice of the change, furnished with a copy of the change and be provided an opportunity to provide input on the proposed change. It is not necessary to negotiate such a change, nor is it necessary to gain agreement or concurrence.

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, 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.

22.03 - Appeals

An employee may appeal his/her performance evaluation, by submitting a "Performance Evaluation Review Request" to the Agency 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.

In agencies with multiple Appointing Authorities, the employee may request an additional review with the Agency Head or designee. The conference must be held within seven (7) days of

the request and the Agency's written reply shall be completed within seven (7) days of the conference.

ARTICLE 23 - PERSONNEL RECORDS

The language in this Article continues unchanged from the previous contract.

23.01 - Personnel Files

An employee's official personnel file will contain all matters required by the Ohio Revised Code and will be maintained within the Division of Personnel of the Department of Administrative Services in Columbus. 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 the Division of Personnel of the Department of Administrative Services.

Except as may be specifically provided otherwise by law, only materials maintained in an employee's official personnel file shall be available to the public.

Inmates, clients, residents, and youth shall not have access to employee personnel files, disciplinary records and grievance records located at the institutions.

Attention: *Agency Labor Relations Officers;, Agency Legal Counsel; Department of Administrative Services, Human Resources Division.*

Instructions: *Confer with Agency Legal Counsel and/or DAS Legal Counsel through the OCB Labor Relations Specialist if a question of confidentiality of personnel file information arises for bargaining unit personnel.*

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 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.

No persons except those authorized by the employee and those whose job entails access to personnel files shall be permitted to review employees' personnel files, except as required by the Ohio Revised Code.

Attention: *Agency Personnel; Agency Labor Relations Officers; Department of Administrative Services, Human Resources Division.*

Instructions: *Contact OCB Labor Relations Specialist for assistance if needed.*

NOTE: One copy of documents for the employee is free of charge. Other copies should be charged per agency policy

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 and returned to the employee 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 of abuse case arbitrators established pursuant to Section 25.04. Employees of the Lottery Commission shall be governed by O.R.C. Section 3770.02.

24.02 - Progressive Discipline

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

Disciplinary action shall include:

- A. one or more oral reprimand(s) (with appropriate notation in employee's file);
- B. one or more written reprimand(s);
- C. a fine in an amount not to exceed ~~two (2)~~ **five (5)** days pay; for **any form of** discipline ~~related to attendance only~~; to be implemented only after approval from OCB;
- D. one or more day(s) suspension(s);
- E. termination.

Disciplinary action taken may not be referred to in an employee's performance evaluation report. The event or action giving rise to the disciplinary action may be referred to in an performance evaluation report without indicating the fact that disciplinary action was taken. Disciplinary action shall be initiated as soon as reasonably possible 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.

Explanation:

Disciplinary fines of up to five (5) days pay may be issued as a method of imposing discipline for any type of infractions. Fines were proposed as a means of affecting discipline while keeping the employee on the job.

Attention:

Agency Directors; Agency Labor Relations and Personnel Officers.

Instructions:

Agencies will conduct a pre-disciplinary conference and will have to meet the same burden of proof as in any other discipline when imposing a fine. All disciplines which impose a fine must be sent to HRD/OCB for review prior to implementation of the discipline. The use of fines will begin for discipline imposed on or after March 7, 1997.

Effective Date:

March 7, 1997

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.

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 - Pre-Discipline

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.

An employee has the right to a meeting prior to the imposition of a suspension, a fine or termination. The employee may waive this meeting, which shall be scheduled no earlier than three (3) days following the notification to the employee. Absent any extenuating circumstances, failure to appear at the meeting will result in a waiver of the right to a meeting. An employee who is charged, or his/her representative, may make a written request for a continuance of up to 48 hours. Such continuance shall not be unreasonably denied. A continuance may be longer than 48 hours if mutually agreed to by the parties. 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. The Employer representative 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-discipline meeting may be delayed until after disposition of the criminal charges.

24.05 - Imposition of Discipline

The Agency Head or designated Deputy Director or equivalent, ~~in the absence of the Agency Head, the Acting Agency Head~~ shall make a final decision on the recommended disciplinary action as soon as reasonably possible but no more than forty-five (45) days after the conclusion of the pre-discipline meeting. At the discretion of the Employer, the forty-five (45) 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 discipline, the employee and Union shall be notified in writing. The OCSEA Chapter President shall notify the agency head in writing of the name and

address of the Union representative to receive such notice. Once the employee has received written notification of the final decision to impose discipline, the disciplinary action shall not be increased.

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

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

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

Arbitration Awards:

#658 *Arbitrator Smith: Grievant Rand Speer; DR&C, 8/30/91. In examining procedural issues, the Arbitrator ruled that a final decision had to be made within 45 days, not that discipline had to be imposed within that time. There are other decisions regarding this matter and at least one states the discipline must be issued within the specified time frame. However, OCB holds the position espoused by Arbitrator Smith.*

#670 *Arbitrator Smith: Grievant Michael Ward; DR&C, 9/17/91. In examining procedural issues the Arbitrator held that the Grievant's failure to appear during the pre-disciplinary hearing did not deprive him of a fair consideration of his case.*

Explanation: *Allows the Agency Head to delegate the responsibility for signing disciplinary action.*

Attention: *Agency Directors; Agency Labor Relations, Personnel and Human Resources Officers; Department of Administrative Services, Human Resources Division, Office of Personnel Services.*

Instructions: *Each Agency should identify those persons designated by the Director as being delegated the authority to sign disciplinary action. Each agency must inform the Union of the designee.*

24.06 - 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.

24.07 - 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.

24.08 - Drug Testing

The Employer may randomly test, for drugs and alcohol, employees who have direct contact with inmates or youths, in the Departments of Rehabilitation and Correction, and Youth Services.

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 ~~classifications~~ **PCNs and the name of employees shall be provided to the Union one (1) month after this Agreement is effective** ~~currently subject to random testing is contained in Appendix M1.~~ **Thereafter, the list shall be provided to the Union representative designated by the Executive Director, two times each year.** ~~Any reasonable suspicion testing shall be conducted pursuant to Appendix M.~~

Explanation:

Change to establish a random drug testing program for DR&C and DYS and clarifies that the list of PCN's and names shall be provided to the Union twice each year.

Attention:

Agency Directors; Agency Labor Relations and Personnel Officers; Department of Administrative Services, Human Resources Division, Office of Personnel Services.

Instructions:

Questions regarding random drug testing for bargaining unit employees should be submitted to of the DAS/HRD Office of Policy Development.

24.09 - Employee Assistance Program

In cases where disciplinary action is contemplated and the affected employee elects to participate in an Employee Assistance Program, 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.

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 nor may such Board receive any such appeal. ~~An employee who elects to pursue any claim through a judicial or administrative procedure shall thereafter be precluded from processing the same claim as a grievance hereunder. This restriction does not preclude, however, pursuing a claim which has been arbitrated to another forum.~~

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 (3) 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 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.

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.

C. 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.

D. When different work locations are involved, transmittal of grievance appeals and responses shall be by U.S. mail. The mailing of the grievance appeal form shall constitute a timely appeal if it is postmarked within the appeal period. Likewise, the mailing of the answer shall constitute a timely response if it is postmarked within the answer period. The Employer will make a good faith effort to insure confidentiality.

E. 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.

F. It is the goal of the parties to resolve grievances at the earliest possible time and the lowest level of the grievance procedure. **Where the parties mutually agree, telephone and/or teleconferencing is an acceptable option for the purpose of conducting grievance meetings.**

G. Oral reprimands shall be grievable through Step Two (2). Written reprimands shall be grievable through Step Three (3). If an oral or written reprimand becomes a factor in a disciplinary grievance that goes to arbitration, the arbitrator may consider evidence regarding the merits of the oral or written reprimand.

H. A settlement agreement that require payment or other compensation shall be initiated for payment within two payroll periods following the date the settlement agreement is fully executed.

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

Arbitration Awards:

#703 *Arbitrator Graham; Grievant Antoinette Savage; Aging 9/19/91. This case contains some guidance concerning surprise arguments at arbitration.*

Explanation: *The new language provides for the utilization of telephone and/or teleconferencing as means of conducting grievance meetings. These methods may be utilized only upon mutual agreement by the parties.*

Attention: *Agency Labor Relations Officers.*

Instructions: *Labor relations officers should ensure that the Union has agreed before scheduling a telephone or teleconference meeting.*

25.02 - Grievance Steps

Step One (1) - 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 (1)**, 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.

Suspension, Discharge 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 suspension or a discharge shall be initiated at Step Three **(3)** of the grievance procedure within fourteen (14) days of notification of such action.

Step 2 - Intermediate Administrator

In the event the grievance is not resolved at Step One **(1)**, a legible copy of the grievance 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 (1)** 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 (2)**, 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 (3) - 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 (2) 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 (3) meetings on a monthly basis, by geographic areas, so that all grievances that have been newly filed, that have been advanced to Step Three (3) or that have been continued since the previous month, can be heard on a regular basis.

At the Step Three (3) 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, 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 (3) 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 (4)- Mediation/Office of Collective Bargaining

If the Agency is untimely with its response to the grievance at Step Three (3), absent a mutually agreed to time extension, the Union may appeal the grievance to Step Four (4) 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 (3) 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 (3) representative(s) who attend the meeting and the OCSEA Central Office. (NOTE: This was previously the second paragraph.)

If the grievance is not resolved at Step Three (3), or if the Agency is untimely with its response to the grievance at Step Three (3), absent any mutually agreed to time extension, the Union 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 (3) 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.

Either the Office of Collective Bargaining or the Union may advance a grievance directly from Step Three (3) to Step Five (5) 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.

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 (5) - 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 ~~unless either party notifies the other that such grievance can not be effectively mediated.~~ or the postmarked date of the mediation waiver.

Arbitration Awards:

#852

Arbitrator Rivera: Grievant George Jeffrey Moore; MH, 2/23/93. This case provides some parameters for proving that a grievance was filed. This case involves some discussion of the mail box rule.

Explanation:

The new language in this Section:

- 1. Clarifies that when the Union or OCB advance a grievance from Step 3 to Step 5 without mediation that the waiver triggers the timeline for the arbitration appeal.*
- 2. Clarifies the process for appealing to OCB those grievances not timely answered verses a mediation appeal.*

Attention: Agency Labor Relations Officers.

Instructions: Contact an HRD/OCB Labor Relations Specialist for further information.

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 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 thirty (30) days after the conclusion of the hearing, unless the parties agree otherwise.

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 - Arbitration/Mediation Panels

A. The parties agree that a panel of no less than ten (10) arbitrators shall be selected to hear 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 five (5) 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.
2. 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 the number of arbitrators needed. The parties shall then alternately strike names until the proper number remains.
3. Either party may eliminate up to two (2) arbitrators or two (2) mediators from the respective panels during each year of the Agreement.

4. 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.

~~B. Panel members shall be assigned cases in rotating order designated by the parties. Within sixty (60) days of the effective date of this Agreement, the parties will mutually agree on a set of rules of arbitration. Should the parties be unable to agree upon the rules of arbitration, this question shall be submitted to the first panel arbitrator for determination.~~

Explanation: *The contract now sets a minimum number of arbitrators to be selected for the panel rather than a maximum.*

Attention: *Department of Administrative Services, Human Resources Division, Office of Collective Bargaining.*

Instructions: *HRD/OCB will initiate the necessary action to seat this new panel.*

25.05 - 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.

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.

25.06 - 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.

25.07 - Other Grievance Resolution Methods

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

Attention: *Agency Labor Relations Officers.*

Instructions: *HRD/OCB will coordinate the review of the grievance history for Agencies interested in exploring alternative resolution methods. Any Agency interested in entering into an Agency Specific Agreement which alters its application of Article 25 must contact their HRD/OCB Liaison.*

25.08 - 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.

Arbitration Awards:

#850 *Arbitrator Graham: Grievant Jack O'Boyle; Transportation, 2/16/93. This case provides strong language to the Union with regard to the Employer's failure to properly comply with discovery requests. (Some prior awards concerning discovery are #10 and #125.) There was also an adverse management ruling on the issue of sub-contracting work. OCB filed a motion to vacate the award on 5/14/93.*

25.09 - Expedited Arbitration Procedure

In the interest of achieving a more efficient handling of disciplinary grievances, the parties agree to the following expedited arbitration procedure. This procedure is intended to replace the procedure in Section 25.02, Step **Five (5)**, for the resolution of grievances as set forth below. 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 grievances presented to the arbitrator under this section will consist of disciplinary actions of thirty (30) days or less without pay. Either party may elect to take suspensions of six (6) days or more to the procedure in Section 25.02, Step **Five (5)**, by formal notice to the other party. The parties may submit other issues by mutual agreement.

C. Only matters of procedural arbitrability may be addressed in this expedited procedure. Grievances where there is an issue of substantive arbitrability may only be dealt with in accordance with Section 25.02, Step Five (5).

D. 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 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.

E.D 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.**

F.E The arbitrator will either give a bench decision or issue a 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 no precedence unless mutually agreed otherwise by the parties.**

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

Explanation: *The changes in this Section clarify how issues of arbitrability are treated in the expedited process and establishes that expedited arbitration decisions have no precedence unless mutually agreed otherwise.*

Attention *Agency Labor Relations and Human Resources Officers.*

Instructions *Advocates presenting expedited cases involving procedural arbitrability should notify the Union of the arguments and the number of witness to be utilized.*

25.10 - 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. **A special joint committee shall be established by OCSEA and OCB not later than July 1, 1997, to examine labor relations and grievance dispute resolution data and systems for OCSEA-represented units, including options and procedures for the electronic filing and processing of grievances. The committee shall submit written reports to the OCSEA Executive Director and the OCB Deputy Director regarding its activities and findings not less frequently than once each six (6) months. In consultation with Agency, Union and Management leadership, the special committee may initiate pilot programs for improving the quality and timeliness of such dispute resolution systems. The joint committee is also authorized to initiate formal evaluation of new or changed dispute resolution programs by such person(s) or organization(s) as are mutually agreed to by the OCB Deputy Director and OCSEA Executive Director.**

Explanation: *A joint committee will be established to explore the options of electronically filing and processing grievances. This committee will also*

examine the existing dispute resolution system and explore alternatives to improve the system.

Attention: *Agency Labor Relations and Human Resources Officers.*

Instructions: *None at this time. A committee will be seated in the near future.*

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;

President's 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 by the Governor of the State of Ohio or the President of the United States.

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. For employees whose work assignment is to a seven (7) day operation, the holiday shall be celebrated on the day it actually falls. A holiday shall start at 12:01 A.M. or with the work shift that includes 12:01 A.M.

Employees who are scheduled to work more than eight (8) hours in a day, will receive the holiday pay for the hours they are normally scheduled to work. For example, employees who work a ten (10) hour day will receive ten (10) hours of holiday pay for the holiday. Employees on such alternative schedules whose day off falls on the recognized holiday shall have their next scheduled work day designated as the holiday for purposes of this Article.

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.

An employee on an alternate work schedule is entitled to the same number of holidays and paid holiday hours as regularly scheduled employees.

26.02 - 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 employees' posted regular schedule or days off shall be 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.

Explanation:

The new language continues to prohibit an employees' work schedule from being changed after it is posted, but allows an exception which permits the employer to direct an employee who was scheduled to work the holiday, not to report to work on the holiday.

Attention: *Agency Directors; Labor Relations, Human Resources Officers; and Supervisors.*

Instructions: *Applicable posting requirements are modified with this change and the Employer may inform an employee previously scheduled to observe the holiday rather than report. Employees should be provided with a reasonable notice when the Employer utilizes this option.*

26.03 - Eligibility for Holiday Pay

An employee whose scheduled work day off falls on a holiday will receive holiday pay for that day.

An employee on vacation or sick leave during a holiday will not be charged vacation or sick leave for the holiday.

ARTICLE 27 - PERSONAL LEAVE

27.01 - Eligibility for Personal Leave

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

27.02 - Personal Leave Accrual

Employees shall be entitled to four (4) personal leave days each year. Eight hours of personal leave shall be credited to each employee at the end of the pay period which includes the first day of January, April, July and October of each year. 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.

This method of accrual shall take effect April 1, 1992. Prior to that time, employees will continue to accrue personal leave pursuant to the provisions of the 1989 Agreement. 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-half (1/2) hour.

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 ~~one (1) day~~ 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.

Explanation:

The notice minimum notice require for Personal Leave request was changed from one (1) day notice to a forty-eight (48) hour notice.

Attention:

Agency Directors; Agency Labor Relations, Personnel, and Human Resources Officers and Agency Supervisors.

Instructions:

It is important to enforce this new language. While personal leave may be granted with less than forty-eight (48) notice, it is only required when the proper notice is requested.

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

~~Any p~~Personal leave not used ~~prior to the pay period which includes December 1~~ may be carried forward or paid at the employee's option. Payment to be made in the first pay received in December. Maximum accrual of personal leave shall be forty (40) hours.

Explanation: *The changed language clarifies that personal leave not carried forward shall be paid in the first pay received in December.*

Attention: *Agency Labor Relations, Personnel, and Human Resources Officers; Department of Administrative Services, Human Resources Division and Agency Payroll Officers.*

Instructions: *As in the past, payment for unused personal leave will be made during the first pay received in December.*

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 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.

Arbitration Awards:

#828 *Arbitrator Bowers: Grievant Bruce Raines; DR&C, 9/15/91. The State has received adverse decisions with regard to the "shall" in personal leave for the language in both the 1986 and 1989 contracts. The award referenced is the decision on the 1989 language. This decision sets forth a narrow set of circumstances in which the Employer can deny personal leave which has been requested in accordance with the notice requirement set forth in Section 27.04.*

Explanation: *You should continue to grant or deny the request based on only SOUND operational needs. When citing staffing needs and work load please be cautious. If staffing and work load reasons are related to a continuous staff shortage it will be nearly impossible to defend the denial. Staffing levels should be identified PRIOR to the receipt of a request which is subsequently denied. **It may be possible to grant the request by shifting personnel, or depending upon the situation, by using overtime. It is imperative that overtime utilization and temporary staff reassignments be employed prior to the denial of personal leave.** Please see clarification letter NO. 99-03-06 for detailed information on this topic.*

ARTICLE 28 - VACATIONS

28.01 - Rate of Accrual

Permanent ~~full-time~~ employees shall be granted vacation leave with pay at regular rate as follows, except that those employees who have less than 80 hours in an active pay status in a pay period shall be credited with a prorated amount of leave according to the following schedule:

Length of State Service	Accrual Rate	
	<u>Hours Earned Per</u> <u>Pay Period</u> 80 Hours <u>in Active Pay Status</u> Per <u>Pay Period</u>	<u>Annual Amount</u> Per Year 2080 Hours <u>in Active Pay Status</u>
Less than 1 year	3.1 hours	80 hours (<i>upon completion one year of service</i>)
1 year or more	3.1 hours	80 hours
5 years or more	4.6 hours	120 hours
10 years or more	6.2 hours	160 hours
15 years or more	6.9 hours	180 hours
20 years or more	7.7 hours	200 hours
25 years or more	9.2 hours	240 hours

~~Part-time employees shall earn vacation on a prorated basis.~~

Effective July 1, 1986, only service with state agencies, i.e. agencies whose employees are paid by the Auditor of State, will be computed for the purpose of determining the rate of accrual for new employees. Service time for vacation accrual for employees employed on that date 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 vacation leave. The accrual rate for any employee who is currently receiving a higher rate of vacation accrual will not be retroactively adjusted. All previously accrued vacation will remain to the employee's credit. The prospective accrual rate will be adjusted effective with the pay period that begins June 26, 1994.

Explanation: *The new language clarifies the standard for vacation accrual at eighty (80) hours per pay period and 2080 hours per year.*

Vacation accrual is prorated for permanent employees, who work less than eighty (80) hours per pay period or less than 2080 hours per year.

Attention: *Agency Directors; Agency Labor Relations, Personnel, Human Resources and Payroll Officers.*

Instructions: *This accrual is automatically calculated in the payroll system.*

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 80 hours in a pay period.**

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

Explanation: *The new language caps the amount of accrued vacation an employee can be paid for, when maximum accrual is reached, and vacation has been denied, to no more than eighty (80) hours in a pay period. This reflects the current practice.*

Attention: *Agency Labor Relations, Personnel, Human Resources and Payroll Officers.*

Instructions: *The changes simply clarify current practice.*

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.

Other employees shall request vacation according to **agency policy work rules** ~~current practices~~ unless the Employer and the Union mutually agree otherwise. The Employer shall not deny a vacation request unless the vacation would work 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.

If an employee going on vacation desires that his/her pay check be mailed to a given address during the vacation, he/she may make a written request to this effect. Such requests shall be honored.

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.

Explanation: *The changes eliminate the uncertainty of referring to whatever the practice was ten (10) years ago.*

Attention: *Agency Labor Relations and Personnel Officers; Department of Administrative Services, Human Resources Division.*

Instructions: *Agency policies should reflect what procedures are to be followed for vacation requests. Please note: work rule changes must be submitted to the Union for comment prior to implementation pursuant to Section 44.03.*

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.

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 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, step-parents, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, great grandparents, brother, sister, step-siblings, brother-in-law, sister-in-law-or legal guardian or other person who stands in the place of a parent. Sick leave may be granted to care for an employee's child/parent(s) regardless of whether or not the child/parent(s) is currently living in the same household, but in cases in which both parents are employed by the State, only one parent may be granted sick leave to care for a child at home on the same day.

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

The amount of sick leave charged against an employee's accrual shall be the amount used, charged in units of one-tenth (1/10) hour. Employees shall be paid for sick leave ~~used at their regular rate.~~ **at the rates specified below with the effective date of this Agreement through the pay period ending November 22, 1997. A new usage period will begin with the pay period effective November 23, 1997. A new usage period will begin each year of the Agreement.**

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

***Any sick leave utilized in excess of eighty (80) hours which was accrued on or before March 1, 1997, shall be paid at one hundred percent (100%). Any new sick leave earned after March 1, 1997, if saved shall be paid at one hundred percent (100%).**

Employees may elect to utilize sick leave to supplement an approved Disability Leave, Workers Compensation Claim or Childbirth Adoption Leave pursuant to Articles 35A .04, 34.03 and 30.08 C. Sick leave used for these supplements shall be paid at a rate of 100% notwithstanding the schedule previously specified.

After employees have used all of their accrued sick leave, they may, at the Employer's discretion, choose to use accrued vacation, compensatory time or personal days or may be granted leave without pay.

Explanation: *The Factfinder recommended sick leave usage be paid at differing rates based on the number of hours used. It was further ordered that leave used in lieu of sick leave is now granted **at the Employer's discretion** rather than the employees choice.*

Attention: *Agency Labor Relations, Personnel and Payroll Officers; Department of Administrative Services, Human Resources Division.*

Instructions: *DAS Payroll Systems is currently making the necessary programming modifications to effectuate this change. Additional information will be distributed in the near future regarding implementation. Approval of leave used in lieu of sick leave should consider:*

1. *Whether the leave is requested pursuant to the FMLA.*
 2. *If the leave is requested in advance.*
 3. *When there is medical justification (e.g. doctor's statement).*
-

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 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 everyday unless prior notification was given of the number of days off. ~~When institutionalization, hospitalization, or convalescence at home is required the employee is responsible for notifying the supervisor at the start and end of such period.~~ **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.**

Explanation: *The parties clarified the process to be utilized by employees on extended leaves related to illness or injury.*

Attention: *Agency Directors; Agency Labor Relations, Personnel and Fiscal Officers, Department of Administrative Services, Human Resources Division; Agency Supervisors.*

Instructions: *All supervisors should be informed and provided with guidelines for establishing report in schedules. Agencies should develop standardized questions for supervisors/employees accepting call offs.*

29.04 - Sick Leave Policy

It is the policy of the State of Ohio to ~~grant~~ **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 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 specific day;
5. Absence following overtime worked;
6. Half days;
7. Continued pattern of maintaining zero or near zero leave balances; ~~or~~

8. Excessive absenteeism;

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 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 in accordance with Article 9 (EAP). 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.

~~1. Use of sick leave, or other paid leave in lieu of sick leave, on six (6) or more occasions in any twelve (12) month period, except for pre-scheduled medical appointments for which leave has been requested at least one week in advance, shall subject the employee to disciplinary action according to the following schedule:~~

~~Six (6) times ————— oral reprimand~~

~~Seven (7) times — written reprimand~~

~~Eight (8) times ————— One (1) day fine or one (1) day suspension~~

~~Nine (9) times ————— One and one half (1 1/1) day fine or two (2) day suspension~~

~~Ten (10) times ————— Two (2) day fine or three (3) day suspension.~~

~~2. An "occasion" for purposes of this Section shall mean an individual utilization of sick leave or other paid leave in lieu of sick leave as defined above regardless of the number of hours involved (e.g., one (1) hour, one (1) day or five (5) consecutive work days would all be one (1) occasion of sick leave). Any time an employee reports back to work and begins working ends an occasion of sick leave;~~

~~3. Oral and written reprimands under this Section are not subject to the grievance procedure with the one (1) exception of the appropriate application of the grid (i.e., miscounting occasions to determine the appropriate level of discipline). In such cases a grievance may be processed through Step 3.~~

~~4. Disciplines involving a fine or a suspension under this Section are grievable only through~~

Step 3.

~~5. Discipline may be waived upon a showing of error in the application of this provision, or satisfactory evidence that the occasion was a result of a bona fide, unpredictable and recurring medical condition necessitating the employee's absence.~~

~~6. Fines are only to be administered in accordance with the procedures adopted by the Office of Collective Bargaining and in accordance with Section 24.02. The deduction of fines from an employee's wages shall not require the employee's authorization for the withholding of fines from the employee's wages.~~

Explanation: *The factfinder ordered a change which establishes that sick leave may not be unreasonably denied. This change alters the long held position that sick leave could not be denied.*

Attention: *Agency Directors; Agency Labor Relations, Personnel and Payroll Officers; Agency Supervisors; Department of Administrative Services, Human Resources Division.*

Instructions: *Care must be taken to exercise sound judgment in the denial of sick leave. Supervisors should consult with Labor Relations Officers concerning denials to ensure consistency. Denial of sick leave should be based on fact patterns such as improper call off, patterns of abuse, etc.*

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

~~In the pay period including December 1 employees will be offered the opportunity to convert to cash any part of his/her accrued sick leave for the specific calendar year at the rate of fifty percent (50%).~~ **Employees will be offered the opportunity to convert to cash any part of their sick leave accrued in the period beginning November 24, 1996, through November 22, 1997, to be paid in the first pay received in December at a rate of fifty percent (50%). The cash conversion of the sick leave accrued and not used for the usage period in the subsequent years of this Agreement shall be at the following rate:**

<u>Number of Hours Subject to</u>	<u>Percent of Regular Rate</u>
<u>Cash Conversion</u>	
<u>80</u>	<u>75%</u>
<u>72 to 79.9</u>	<u>70%</u>
<u>64 to 71.9</u>	<u>65%</u>
<u>56 to 63.9</u>	<u>60%</u>
<u>48 to 55.9</u>	<u>55%</u>

47.9 and less

50%

The payment shall be paid in the first pay received in December of each of the subsequent years of the Agreement. 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 percent (50%). 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.

Explanation:

The Factfinder recommended a new conversion rate for sick leave to cash at the end of each year. The new schedule will not be effective until the second year of the Agreement (December, 1998). Additionally the Agreement now incorporates the same requirements for cash conversion upon separation as the ORC.

Attention:

Agency Labor Relations, Personnel and Payroll Officers; Department of Administrative Services, Human Resources Division.

Instructions:

Sick leave is to be cashed at the employee's regular rate of pay at the time of separation; however, the conversion must not take place at the time of separation: DAS/HRD will no longer issue forms to bargaining unit employees that require them to accept cash conversion at the time of separation. Rather the form shall afford the same opportunity to both exempt and bargaining unit employees pursuant to the Ohio Revised Code.

Finally, under Section 29.05 an employee who is 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.

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 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 hours (56) 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 hours; and
3. Retains a combined leave balance of at least eighty hours. Leave shall be donated in the same manner in which it would otherwise be used except that compensatory time is not eligible for donation.

C. The leave donation program shall be administered on a pay period by pay period basis. Employees using donated leave shall be considered in active pay status and shall accrue leave and be entitled to any benefits to which they would otherwise be entitled. Leave accrued by an employee while using donated leave shall be used, if necessary, in the following pay period before additional donated leave may be received. Donated leave shall not count toward the probationary period of an employee who receives donated leave during his or her probationary period. Donated leave shall be considered sick leave, but shall never be converted into a cash benefit. An employee utilizing donated leave to supplement disability leave benefits shall not be required to repay money or re-credit leave to the State for the use of the donated leave.

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 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.

Explanation: *The facfinder recommends that the parties incorporate the current policy into the Agreement.*

Attention *Agency Directors; Agency Labor Relations, Personnel and Human Resources Officers.*

Instructions *Agencies should continue to administer the program as it is currently administered.*

ARTICLE 30 - ~~ADMINISTRATIVE~~ OTHER LEAVES WITH PAY

30.01 - Jury Duty

Leave with pay at regular rate shall be granted for service upon a jury. Employees who 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 ~~excluding travel or meal allowances, to the Agency~~ in excess of fifteen (\$15) dollars per day.

Explanation: *The changes in this language should simplify the reimbursement of jury fee payments.*

Attention: *Agency Fiscal and Personnel Officers.*

Instructions: *Employees are only required to submit juror fees in excess of \$15 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

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 (176) hours per calendar year.

D. 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.**

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.

Arbitration Awards:

#555 *Arbitrator Drotning: several different grievants and Agencies. This arbitration award set forth guidelines with regard to the application of this Article.*

Explanation: *The additional language in this section was proposed by Management to clarify the past practice of granting bereavement leave in such circumstances.*

Attention: *Agency Labor Relations and Personnel Offices, and Supervisors.*

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

Arbitration Awards:

#825 *Arbitrator Graham: Grievant Randolph Burley; Commerce, 11/13/92. This case resolves any issues of disagreement that existed concerning this Article.*

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.

Explanation: *This was a housekeeping change to correct a spelling error.*

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.

Explanation: *Employees when appointed to commissions and/or advisory boards, or who are involved in solicitation of contributions such as Combined Charities, shall be granted leave with pay.*

Attention: *Agency Labor Relations and Personnel Officers.*

Instructions: *All Civic Duty Leave requires advance management approval. Labor Relations Officers and Agency Personnel should communicate this provision for paid leave to all management personnel. Employees are permitted to engage in certain civic duties on paid time. This is not an extension of this Article, it just incorporates current practice.*

30.08 - Paid Adoption and ~~Child Birth~~ /Childbirth Leave

A. Eligibility

All employees who work thirty (30) or more hours per week are eligible for paid ~~Adoption/child birth~~ 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 (70%) percent of the employee's regular rate of pay. (NOTE: previous sentence moved from C.) No minimum service time is necessary to establish eligibility for this leave. Eligibility for leave is established 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. The employee must be the biological parent. In case of adoption the employee must be the legal guardian of and reside in the same household with the newly adopted child to be eligible. Employees may elect to take two-thousand (\$2,000) dollars for adoption expenses in lieu of taking time off for Adoption/Childbirth Leave. Payment may be

requested upon placement of the child in the home. In the event the child is already residing in the home payment may be requested at the time the adoption is approved.

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 a~~Adoption/child birth~~ Childbirth leave under this s~~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 14 day waiting period under this section shall satisfy the waiting period under Section 35 A.01 (A) for employees who qualify for additional leave due to disability.~~ 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 period. The remaining four (4) weeks shall be paid at seventy (70%) percent of the employee's regular rate of pay.

C. Leave Benefit

~~— Leave under this section shall be limited to six weeks, the first two of which shall be the unpaid waiting period, and the remaining four weeks shall be paid at 70% of the employee's regular rate of pay. (NOTE: previous sentence moved to A.)~~ An employee may utilize any other form of paid leave or compensatory time to supplement a~~Adoption/child birth~~ Childbirth leave, up to a maximum of one hundred (100%) percent of the employee's regular earnings bi-weekly rate of pay. Employees using Adoption/Childbirth leave who meet the eligibility requirements of the Family and Medical Leave Act (FMLA) (i.e., twelve (12) months of state service, and one-thousand two-hundred fifty (1,250) hours in state service active pay status during the twelve (12) months immediately before the birth or adoption) shall have the entire non-working period of Adoption/Childbirth leave counted toward the employee's twelve (12) week FMLA entitlement. Adoption/child birth Childbirth leave shall not affect an employee's right to leave under other provisions of this a~~Agreement~~, ~~except that such leave shall be included in any leave time provided under the FMLA.~~

D. Part-Time Employees

The average regular hours worked (including holidays and paid leave) over the preceding three month period shall be used to determine eligibility and benefits under this s~~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 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 a~~Adoption/child birth~~ 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 the employee would have been entitled to under Adoption/child birth Childbirth leave, the employee will receive Adoption/child birth 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 child birth.

F. Holidays

Employees shall not be eligible to receive Holiday Pay while on Adoption/Childbirth leave. Holidays shall be counted as one day of Adoption/Childbirth leave and shall be paid as Adoption/Childbirth leave, except that during the waiting period if an employee worked 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 working or supplementing thirty (30%) percent of their normally scheduled work hours during the pay period shall result in a bi-weekly pay amount equal to their regular bi-weekly pay. Employees who work more than thirty (30%) percent 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 of 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.

Explanation: *The changes were either housekeeping or changes to incorporate the language from the State's Adoption/Childbirth Leave policy.*

Attention: *Agency Directors; Agency Labor Relations and Personnel Officers.*

Instructions: *All supervisors should be made aware of the provisions of this Section. This section specifies the terms and conditions under which this type of leave shall be granted.*

ARTICLE 31 - LEAVES OF ABSENCE

31.01 - Unpaid Leaves

The Employer shall grant unpaid leaves of absence to employees upon request for the following reasons:

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. 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.

Attention: *Agency Labor Relations and Personnel Officers; Department of Administrative Services, Human Resources Division.*

Instructions: *Agency Payroll Officers should code Union leave to track the twelve (12) month period after acceptance of a paid Union position. The language applies to all positions accepted on or after March 1, 1994. Care must be taken to differentiate between acceptance of a paid staff position and appointment or election to an unpaid Union office.*

B. Pregnancy Leave

After all other applicable leave is used, a pregnant employee is entitled to up to six (6) months leave. (This does not preclude the employee from qualifying for additional leave under Paragraph C of this Section).

Attention: *Agency Labor Relations and Personnel Officers; Department of Administrative Services, Human Resources Division, Office of Personnel Services.*

Instructions: *This type of leave does not necessarily fall under the requirements of the Family Medical Leave Act. Note that the limit of six months unpaid leave plus whatever applicable leaves used can be extended by the Extended Illness Leave in Section 31.01 C if the employee qualifies.*

C. Extended Illness

For an extended illness 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 as 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.

Attention: *Agency Labor Relations Officers and Personnel Departments.*

Instructions: *An employee cannot be ordered back to work, nor can he/she be disability separated until the Industrial Commission has given a decision on conflicting medical opinions. Once a state physician clears an employee to return to work the Office of Benefits Administration (OBA) in DAS/HRD should be contacted and the employee should be given notice to return. If the employee provides conflicting medical opinion as to his/her ability to return, the OBA should be advised to file a petition to cease benefits.*

D. Family Leave

~~—To care for an employee's spouse, parent or child with a serious health condition, up to twelve (12) weeks.~~

Explanation: *This language was removed as a clean up measure concerning the contractual references to FMLA leave.*

Attention: *Agency Director; Agency Labor Relations, Personnel and Human Resources Officers.*

Instructions: *Refer to Section 31.05 regarding contractual language references the FMLA. Also, please refer to the FMLA Annotated Regulations provided by DAS/HRD, Office of Policy Development.*

E. Child Care

~~—To care for a newborn, a recently adopted child, or a foster child placed with the employee, up to twelve (12) weeks.~~

FD. 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 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.

GE. 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.

Attention: *Agency Labor Relations Officers and Personnel Officers.*

Instructions: *The employee must provide the Employer with written orders to obtain unpaid leave pursuant to this Section.*

31.02 - 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.

31.03 - 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.

31.04 - 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.

Attention: *Agency Labor Relations Officers and Personnel Offices.*

Instructions: *Each agency should inform all supervisory personnel that the disciplinary process may be implemented on the day that an employee fails to report to work (e.g., the first day scheduled to work following an approved leave).*

31.05 - Application of the Family and Medical Leave Act

The Employer will comply with all provisions of the Family and Medical Leave Act. ~~Leaves granted under the Family and Medical Leave Act shall be applied within the leaves provided under this Article. For any leave which qualifies is required under the FMLA, the employee may be required to exhaust all applicable paid leave prior to the approval of unpaid leave. under the provisions of B, C, D, E, and F above. There shall be no pyramiding of FMLA~~

~~required leaves during any twelve (12) month period. Eligibility for leaves shall be as provided under this Article.~~

Explanation: *This language was changed to more accurately reflect the parties understanding that the Employer would comply with FMLA and to clarify that employees must use all applicable leave prior to any approval of unpaid leave for an FMLA qualifying event.*

Attention: *Agency Directors; Agency Labor Relations and Personnel Officers.*

Instructions: *Personnel Officers should keep accurate leave records tracking FMLA leave to ensure that the permissible twelve (12) weeks is not extended or denied. A DAS Policy Memorandum dated July 30, 1993 and an update dated December 1993 are attached.*

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 round trip.

32.02 - Personal Vehicle

If the Agency requires an employee to use his/her personal vehicle, the Agency shall reimburse the employee with a mileage allowance of no less than twenty-five (\$.25) cents per mile. Effective July 1, 1997 the rate shall increase to twenty-six (\$.26) cents per mile. Effective July 1, 1998, the rate shall increase to twenty-seven (\$.27) cents per mile. Effective July 1, 1999, the rate shall increase to twenty-eight (\$.28) cents per mile. If an employee uses a motorcycle, he/she will be reimbursed no less than eight and one-half cents (\$.085) per mile. Effective July 1, 1997 the rate shall increase to nine (\$.09) cents per mile. Effective July 1, 1998 the rate shall increase to nine and one half (\$.095) cents per mile. Effective July 1, 1999 the rate shall increase to ten (\$.10) cents per mile.

Explanation: *Changes were made to update contract language from the previous contract. New language was adopted to show an increase in reimbursement for mileage over the life of the contract.*

Attention: *Agency Directors; Agency Labor Relations, Personnel and Fiscal Officers.*

Instructions: *The current reimbursement procedures remain unchanged July 1, 1997 at this time.
Contractual issues should be directed to an OCB Labor Relations Specialist.*

Effective Date: *July 1, 1997*

32.03 - Travel Reimbursement

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

Attention: *Agency Directors; Agency Labor Relations, Personnel and Fiscal Officers.*

Instructions: *The requirement that reimbursement must be accompanied by a receipt clarifies that per diem is not a contractual right but may be paid only for bona fide travel expenses incurred. The language conforms to OBM accounting requirements.*

Agencies should consult with their OBM analyst about proper reimbursement procedures. Contractual issues should be directed to an HRD/OCB Labor Relations Specialist.

32.04 - In-State Travel

If the Agency Head or designee requires an employee to stay overnight in the state, the employee shall be reimbursed up to ~~\$55.00~~ sixty (\$60.00) dollars plus tax per day for actual lodging expenses incurred, and for actual meal expenses incurred up to twenty-five (\$25.00) dollars per day prorated in accordance with the regulations of the Office of Budget and Management (**OBM**). These rates shall be adjusted upward in accordance with **OBM's** ~~the Office of Budget and Management's~~ regulations should the reimbursement rates increase. **The Agency may require receipts or other proof of expenditures before providing reimbursement.**

Explanation: *Changes were made to reflect an increase of in-state travel reimbursement up to sixty dollars (\$60).
New language also allows Agencies to require receipts or other proof of expenditures before providing reimbursement.*

Attention: *Agency Directors; Agency Labor Relations, Personnel and Fiscal Officers.*

Instructions: *Consult with OBM concerning proper reimbursement procedures. Questions relating to contractual interpretation of entitlement to reimbursement should be directed to an HRD/OCB Labor Relations Specialist.*

Effective Date: *July 1, 1997*

32.05 - Out-of-State Travel Within the United States

If the Agency requires an employee to stay overnight out of the state, the employee shall be reimbursed the actual lodging cost incurred within reason. **For meal expenses, the employee may choose to receive either actual cost up to a maximum rate of twenty-five (\$25.00) dollars per day without providing receipts to OBM, or forty (\$40.00) dollars per day with receipts provided to OBM. However, the Agency may require receipts or other proof of expenditures before providing reimbursement. These rates are subject to proration and upward adjustment in accordance with OBM's regulations.** ~~and actual meal expenses incurred up to \$25.00 per day prorated in accordance with the regulations of the Office of Budget and Management. These rates shall be adjusted upward in accordance with the Office of Budget and Management's regulations should the reimbursement rates increase.~~

Explanation: *New language clarified that out-of-state travel is considered to be travel within the United States.*

Changes were made to reflect that employees in an out-of-state travel status have the option of receiving actual cost of reimbursement up to a maximum rate of twenty-five dollars (\$25) per day without receipts. The alternative is that employees may receive forty dollars (\$40) per day with receipts. The language also allows the Agency to require receipts or other proof of expenditures, before providing reimbursement.

New language provides proration and upward adjustment in accordance with OBM's regulations.

Attention: Agency Directors; Agency Labor Relations, Personnel and Fiscal Officers.

Instructions: Consult with OBM concerning proper reimbursement procedures. Questions relating to contractual entitlement to reimbursement should be directed to an HRD/OCB Labor Relations Specialist.

Effective Date: July 1, 1997

32.06 - 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 incurred within reason, and actual meal expenses up to a maximum rate of fifty (\$50.00) dollars per day with receipts provided to OBM. The maximum meal rate is authorized only during the portion of the trip that is outside the United States.

Explanation: *New language was added to address travel outside of the United States and allows employee reimbursement of the actual lodging cost incurred within reason and provides reimbursement of actual meal expenses up to a maximum of fifty dollars (\$50) per day with receipts.*

Attention: Agency Directors; Agency Labor Relations, Personnel and Fiscal Officers.

Instructions: Confer with agency OBM analyst concerning proper reimbursement procedures. Questions concerning contractual entitlement should be directed to the agency OCB Labor Relations Specialist.

Effective Date: July 1, 1997

32.07 - Meal Gratuities

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

Explanation: *New language establishes reimbursement for authorized meal gratuities at actual expense, but not to exceed fifteen percent (15%) of the actual expense.*

Attention: *Agency Directors; Agency Labor Relations, Personnel and Fiscal Officers.*

Instructions: *Confer with agency OBM analyst concerning proper reimbursement procedures. Questions concerning contractual entitlement should be directed to the agency OCB Labor Relations Specialist.*

Effective Date: *July 1, 1997*

32.08 - Other Travel-Related Gratuities

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

A. Actual cost up to a maximum rate of ten (\$10.00) dollars per day for an overnight traveler on the day of travel departure and on the day of return from travel.

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

32.09 - Payment

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** ~~the Office of Budget and Management~~ guidelines on prompt payment, or **one (\$1.00) dollar**, whichever is greater.

The State is committed to the continuance of the State credit card program. The State shall make credit cards available to all employees who regularly travel.

Explanation: *Reimbursement for other travel-related gratuities is now provided, subject to limitations. These limitations provide reimbursement up to a maximum rate of ten dollars (\$10) per day for an overnight traveler, specifically on the arrival and the departure date of travel. Travelers who are not in overnight travel status shall be reimbursed a maximum of five dollars (\$5) per day.*

Attention: *Agency Directors; Agency Labor Relations, Personnel and Fiscal Officers.*

Instructions: *Confer with agency OBM analyst concerning proper reimbursement procedures. Questions concerning contractual entitlement should be directed to an OCB Labor Relations Specialist.*

Effective Date: July 1, 1997

32.10 - 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, executive orders and rules. Failure to do so may result in disciplinary action.

32.11

In all other travel matters not addressed by the agreement, the provisions of **OBM's** ~~the Office of Budget and Management's~~ travel regulations **or administrative rules will** apply. ~~The adjusted mileage to forty five (45) miles for travel reimbursement under Section 32.03 and the meal reimbursement rate increase to \$25.00 under Section 32.04 shall become effective July 1, 1994.~~

Explanation: *This change incorporates current practice into the Agreement regarding the default to OBM regulations in the absence of specific contract language.*

Attention: *Agency Directors; Agency Labor Relations, Personnel Fiscal Officers.*

Instructions: *Consult with OBM concerning proper reimbursement procedures. Contractual issues should be directed to an OCB Labor Relations Specialist.*

Effective Date: July 1, 1997

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 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 ~~seventy-five dollars (\$75)~~ **One hundred twenty five dollars (\$125)** per year for uniform cleaning **and repair**.

Explanation: The new language raises the amount each employee receives for uniform cleaning, from seventy-five dollars (\$75) to one hundred twenty-five dollars (\$125). This amount must also cover repairs for damages to the uniforms, a new requirement for the 1997 agreement. The dollar amount was increased in exchange for the new language regarding the repair of the uniform.

Attention Agency Directors; Agency Labor Relations, Personnel, Human Resources, and Business Offices.

Instructions Employees, who receive this payment, are now responsible for the repair as well as cleaning of uniforms.

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 Workers' Compensation 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 not to exceed 24 months. Further, pending the ~~certification~~ approval of a Workers' Compensation ~~award-claim~~, the Employer shall continue coverage at no cost to the employee, including the employee's share of such costs, for a period not to exceed 24 months. The Employer has the right to recover such payments if the Workers' Compensation claim is determined to be non-compensable.

Explanation: The State is no longer required to pay the health insurance premiums of employees receiving workers' compensation benefits when the claim arises from employment with a non-state employer.

NEW

Attention: Agency Labor Relations and Personnel Officers; Department of Administrative Services, Human Resources Division, Office of Benefits Administration.

Instructions: Employees on leave receiving workers' compensation benefits will need to be monitored to determine if the claim arose from employment with the State of Ohio. If not, the state will not pay the health insurance premiums.

34.02 - Coverage for Workers' Compensation Waiting Period

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

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

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

Explanation: Language was added to clarify that an employee on an approved workers' compensation claim who wishes to buy back any unused leaves during the period pending determination of the claim must request to buy back leave balances within two (2) pay periods of the receipt of workers' compensation benefits.

Attention: Agency Labor Relations, Personnel and Payroll Officers; Department of Administrative Services, Human Resources Division, Office of Benefits Administration.

34.03 - Other Leave Usage to Supplement Workers' Compensation

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

Explanation: The new language clarifies that leave supplementation is permissible up to an amount which provides an employee's "regular" rate of pay. This change reflects the current practice.

Attention: Agency Labor Relations, Personnel and Payroll Officers; Agency Supervisors; Department of Administrative Services, Human Resources Division, Office of Benefits Administration, and Office of Payroll Administration.

34.04 - Occupational Injury Leave

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

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 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

Explanation: Employees who participate in transitional work programs are more likely to experience improved recovery time and return to work permanently at the earliest opportunity. Agencies may assign limited workload to employees receiving OIL or Workers' Compensation benefits when the Agency and Union mutually agree on a program.

Attention: Agency Labor Relations and Personnel Officers; Department of Administrative Services, Human Resources Division, Office of Benefits Administration.

Instructions: Following the provisions of Article 15, agencies will work with the Union to establish transitional worker programs. Once established agency personnel offices, in conjunction with HRD/OBA and MCO, will monitor the recovery of employees receiving workers' compensation benefits or OIL. Working in conjunction with the employee's attending physician it may be determined if and when the Employer should request that an employee participate in transitional work programs.

34.06 - Hostage Leave

~~In the Department of Rehabilitation and Correction, the Department of Youth Services, and the Forensic Centers within the Department of Mental Health, any An employee who has been taken hostage shall be eligible for up to sixty (60) days leave with pay at regular rate which shall not be charged to sick leave, vacation, or any other accrued leave, as determined necessary by a licensed physician or psychiatrist to recover from stress.~~

Explanation: Hostage situations have expanded to beyond institutional agencies. Accordingly, eligibility for hostage leave has been expanded to all employees.

Attention: Agency Labor Relations, Personnel Officers and Payroll Officers; Department of Administrative Services, Human Resources Division, Office of Payroll Administration.

Instructions: If employees are taken hostage, agency Personnel and Labor Relations Officers should be aware of this provision and assist in establishing appropriate leave for affected employees.

34.07 - Leave to Attend Industrial Commission District Hearing

An employee shall be granted time off with pay from regularly scheduled work hours, including travel time, to attend a district level hearing conducted by the Ohio Industrial Commission in the determination of the employee's workers' compensation claim.

Explanation: Many times the Industrial Commission requires a hearing to determine a claim. As a workers' compensation claim arises from employment, it is equitable for employees to receive paid leave to attend the first level hearing.

Attention: Agency Labor Relations, Personnel and Payroll Officers; Agency

Supervisors; Department of Administrative Services, Human Resources Division, Offices of Personnel Services, Payroll Administration and Benefits Administration.

Instructions:

HRD/Office of Payroll Administration will develop a payroll code for this purpose. Supervisors will need assistance from Personnel and Payroll Officers to verify that hearing notices are for District Hearings and process leave appropriately. Employees are not entitled to time off with pay for attendance at other hearings.

ARTICLE 35A - DISABILITY BENEFITS

Effective Date for Article: Vary, see below

35A.01 - Eligibility

Eligibility shall be pursuant to current Ohio Law and the Administrative Rules of the Department of Administrative Services in effect as of the effective date of this Agreement, July 1, 1997, except that:

~~A. period for The waiting disability benefits shall be fourteen (14) calendar days; and~~

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

~~C.B.~~ The maximum time for which an employee shall be entitled to receive disability benefits will be twenty-four (24) months. **Employees with less than eight (8) years of service shall be entitled to receive disability leave benefits for a maximum of twenty-four (24) months. Employees with eight (8) years of service but less than sixteen (16) years of service, shall be entitled to receive disability leave benefits, for up to twenty-four (24) months per disability not to exceed a total of thirty-six (36) months. Employees with sixteen (16) or more years of service shall entitled to receive disability leave benefits for up to twenty-four (24) months per disability not to exceed a total of forty-eight (48) months.**

The disability leave benefit plan will not become effective until July 1, 1998. The hours of paid disability leave benefits prior to the effective date shall be counted toward the lifetime maximum limitation.

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

Arbitration Awards:

#953

Arbitrator Bowers: Grievant Laurie Stelts, et al.; Mental Retardation, 2/22/94. The Arbitrator found that the language in Article 35A.01 B is clear and unambiguous. The Arbitrator determined that in order to be eligible for disability benefits, part-time employees must work 1500 hours in the 12 calendar months preceding that disability. The Union provided insufficient evidence to support its claim that a past practice exists by which the 1500 hours work eligibility can be met by using hours in "active pay status". The Arbitrator found that to uphold the Union's interpretation would amend the Agreement by the addition of language in Article 35A.01 B. This would not be within the scope of the Arbitrator's authority under Article 25.03.

Explanation:

(B) The fact-finder recommended the adoption of a limitation on disability benefits as outlined in 35A.01(B) to begin July 1, 1998.

(C) Employees who participate in transitional work programs are more likely to experience improved recovery time and to return to work permanently at the earliest opportunity.

Attention:

Agency Labor Relations, Personnel and Payroll Officers; Department of Administrative Services, Human Resources Division, Office of Benefits Administration.

Instructions:

The revised disability rules are to be adopted by DAS by July 1, 1997, after which time new provisions may be implemented.

DAS/HRD Office of Benefits Administration will determine by July 1, 1998, which periods of prior disability leave benefits will be included in the maximum.

Following the provisions of Article 15, agencies will work with the Union to establish transitional worker programs. Once established, agency personnel offices in conjunction with HRD/OBA will monitor the recovery of disabled employees in conjunction with the employee's attending physician to determine if and when employees should be requested to participate in transitional work programs.

~~35A.02 – Minimum Benefit Level (Deleted)~~

~~The minimum level of approved disability leave benefits, pursuant to this Article, shall be no less than seventy percent (70%) for the first six (6) months, and fifty percent (50%) for the remaining eighteen (18) months, of the eligible employee's regular rate of pay.~~

~~35A.03 – Disability Retirement (Deleted)~~

~~— Prior to the end of the first six (6) months of receiving disability benefits pursuant to this Article, the employee shall submit an application to the Public Employees Retirement System (PERS) along with all information required by PERS, for disability retirement under PERS. The receipt of continued benefits pursuant to this Article, after the initial six (6) month period, shall be conditioned upon the employee satisfactorily complying with all PERS requirements to the application process for disability retirement.~~

~~— In the event the employee is granted disability retirement by PERS, such retirement benefits shall offset the disability benefits provided under this Article. In no event will the receipt of PERS retirement benefits result in a reduction in the percentage of aggregate income provided in this Article.~~

~~35A.04 – Other Leave Usage to Supplement Disability (Deleted)~~

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

Explanation:

Minimum Benefit Level, Disability Retirement and Other Leave Usage to Supplement Disability were struck as none are exceptions to the Disability

Rules. The minimum benefit level, the Disability Retirement provisions nor the use of other leaves to supplement disability have not been modified.

Attention: *Agency Labor Relations, Personnel and Payroll Officers; Department of Administrative Services, Human Resources Division, Office of Benefits Administration.*

Instructions: *None*

35A.05 - 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 ~~Department of Administrative Services~~ **Union** shall ~~continue to~~ review such concerns as time frames, paper flow, ~~the issue of light duty,~~ and possible refinement of procedural mechanisms for disability claim approval ~~or disapproval, inviting maximum input from the Union to this review.~~

Explanation: *The Union will be included in the committee(s) established to review disability processes. One of the major initiatives in the Disability Rules is to enable agencies to approve disability leave benefits for certain standard types of disabling conditions.*

Attention: *Department of Administrative Services, Human Resources Division, Office of Benefits Administration.*

Instructions: *To be sure that the Union is included in committee meetings and in the design and implementation of standard approval initiative.*

35A.06 - 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 Department of Administrative Services shall produce explanatory materials which shall be made available to union representatives, stewards or individual employees upon request.

35A.07 - Orientation

The Employer shall develop a disability orientation program for union representatives so that they may train stewards as part of the information dissemination effort.

35A.08 - 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.

Explanation: *The State desires to explore the use of third party administrators. The State agreed that in doing so benefits levels nor eligibility requirements will not be modified.*

Attention *Department of Administrative Services, Human Resources Division, Office of Benefits Administration.*

Instructions *None*

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.

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

- A. Effective with the beginning of the pay period which includes July 1, 1994~~7~~, the pay schedules shall be increased by three percent (3%).
- B. Effective with the beginning of the pay period which includes July 1, 1995~~8~~, the pay schedules shall be increased by ~~four~~ three percent (4%) (3%), five cents (\$.05) per hour of which shall be directed to the workforce development fund.
- C. Effective with the beginning of the pay period which includes July 1, 1996~~9~~, the pay schedules shall be increased by three percent (3%).

Explanation:

The increases were recommended by the fact finder based on data presented to him at the fact finding hearing, which convinced him that the economic climate and the condition of State resources would support the above increases.

Attention:

Agency Directors; Agency Divisions of Personnel; Agency Labor Relations, Personnel and Payroll Officers; Department of Administrative Services, Human Resources Division.

Instruction:

Pay increases will automatically be applied for the pay period which includes July 1, 1997.

36.03 - Step Movement

Newly hired employees will move to the next step in their pay range after completion of probation. Subsequent step movement shall occur after one (1) year of satisfactory service following the completion of probation, provided that Correction Officers and Juvenile Correction Officers shall receive a step increase upon the completion of their probationary period or six months of service as a Correction Officer or Juvenile Correction Officer which comes first. All employees of the Department of Youth Services and the Department of Rehabilitation and Corrections assigned to classifications which required a one hundred twenty (120) day probationary period pursuant to the previous Agreement, which expired on February 28, 1997, which require a one hundred eighty (180) day probationary period, as set forth in Article 6 shall be eligible for a step increase in the pay period following the successful completion of one hundred twenty (120) days of the probationary period.

Explanation: *This change is associated with the probationary period changes identified in Article 6. This provides probationary step increases for the affected employees in DR&C and DYS on approximately the same schedules as prior to the change in Article 6.*

Attention: *Agency Director; Agency Labor Relations, Personnel, Human Resources and Payroll Officers.*

Instructions: *These increases will be executed automatically through the payroll system. Questions concerning implementation should be forwarded to Payroll Officers.*

36.04 - Promotions

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

36.05 - Classifications and Pay Range Assignments

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. Should the Union dispute the proposed action of the Employer and the parties are unable to resolve their differences, they shall ~~utilize the appropriate arbitration mechanism.~~ **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.**

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 10 designated classifications per year for duties, responsibilities, education and/or experience, certification and/or licensure, and working condition factors to determine appropriate salary range assignment. Such reviews shall be based upon a position description questionnaire survey of a random sample of incumbents in the classification, or all incumbents in the case of classifications with fewer than 50 incumbents, and shall be completed within 120 days of the initial request. No employee shall be reduced in pay as a result of such review and determination and the Union shall have the right to appeal the pay range determination directly to Step 5 of Article 25 within 30 days of receipt of written notice of the Department of Administrative Services determination.

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

B. High Performance Work Systems

The Employer and the Union agree to establish a joint committee to study ways in which the current classification system can be amended for purposes of enhancing employee opportunity and flexibility through the use of concepts such as broadbanding, skill based pay, and similar systems associated with high performance workplaces. The committee shall consist of four persons designated by each party and the state employee members will serve without loss of pay or travel expenses, exclusive of overtime.

The committee will include in its work a study of the relationship between workforce development and high performance systems, including training requirements, career development paths, workplace redesign and the impact of existing provisions of the Collective Bargaining Agreement, and may recommend the implementation of pilot programs within the context of this Section. The parties agree that, except as may be mutually agreed otherwise, no pilot or project initiated as result of this effort will conflict with, amend or abridge any provision of this Agreement. It is further agreed that no pilot or project initiated as a result of this effort will result in loss of pay or benefits, nor shall it result in the layoff of any employee. The joint committee will issue its report and recommendation by January 30, 1998.

Explanation:

The changes in this Section provide for pay increases to be set at approximately four percent (4%), clarify the submission of disputes to arbitration, and establish a committee to explore high performance work systems, i.e. skill based pay and broadbanding.

Attention:

Agency Directors; Agency Labor Relations, Personnel, Personnel and Payroll Officers; Department of Administrative Services, Human Resources Division.

Instruction:

All adjustments in classification will include a wage increase of approximately four percent (4%). When an agency is considering requesting classification changes, OCB and the Classifications Unit DAS/HRD, specifically should be contacted before the initial meeting with the Union is held. Basic discussions of management positions should be outlined.

When the Union requests a classification review, OCB and the affected agency(ies) should be notified immediately as the final determination must be made no later than 120 days from the date of the request. The parties will meet to outline the review process. Distribution and collection of Position Description Questionnaires will be determined at that time. The Union has the right to appeal DAS's determination to arbitration in accordance with the grievance procedures specified in Article 25. OCB will coordinate the arbitration process.

The date from which to calculate the year within which a maximum of ten classifications can be requested for review is the effective date of the Agreement.

36.06 - Roll Call Pay

Correction Officers and Psychiatric Attendants in the Department of Rehabilitation and Correction shall be entitled to thirty (30) minutes of roll call pay for reporting prior to the beginning of their shift. Current practice on reporting time shall continue unless mutually agreed otherwise.

Explanation: Above new language authorized per Steve Gulyassy to add.

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. They shall not be affected by promotion, demotion or other changes in classification.

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

Arbitration Awards:

#684 *Arbitrator Anna Smith: Grievant Norman Gambill; Health, 9/26/91. This case established that retirees who are rehired are eligible to receive longevity.*

36.08 - Shift Differential

Bargaining unit members who are regularly assigned to work shifts shall receive a shift differential of \$.35 per hour for each hour worked in each shift beginning between the hours of 2:00 p.m. and 3:00 a.m. The shift differential shall be added to the employee's regular rate of pay.

36.09 - Schedule C Employees

Employees formerly covered by Schedule C and identified in Section 13.10 shall continue to be covered by the existing overtime practices, notwithstanding the provisions of Section 13.10.

Explanation: *The change deletes obsolete language.*

Attention: *Agency Labor Relations, Human Resources, Personnel and Payroll Officers.*

ARTICLE 37 - WORKFORCE DEVELOPMENT
TRAINING/CONTINUING EDUCATION/TUITION

Arbitration Awards:

#842 *Arbitrator Rivera: Grievant Kenneth Hilliard; Natural Resources, 10/23/92. This case involved the abolishment of a lead worker position where the lead worker did not have the requisite licensure to provide functional supervision.*

Explanation:

Based on a joint recognition of the importance of workforce development, this Article establishes a workforce development fund, to provide additional training and educational opportunities for OCSEA employees. The focus will be basic skill; technical and computer skills, and tuition assistance. An eight (8) member labor/management steering committee, co-chaired by the Director of the Department of Administrative Services and the OCSEA Executive Director or their designees, will oversee the fund.

The first year funding will come the Employer at five cents (\$.05) per hour per bargaining unit employee in active pay status. The second year will be funded at the same rate by Management and the Union will fund one-half of the total from the general wage increase granted to bargaining unit employees. The third year will increase funding the Employer adding an additional five cents (\$.05).

Attention:

Agency Directors; Agency Labor Relations, Personnel and Training Officers.

Instructions:

The committee will include representatives from several agencies and is expected to be initiated by April, 1997.

Effective Date:

April, 1997

37.01 - 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 an investment rather than a cost and the parties seek to expand as well as develop employee skills through training initiatives.

37.02 - Work Force Development Fund

A. Purpose.

Effective July 1, 1997, the State shall establish a Work Force Development Fund for the purpose of developing and supporting a comprehensive program of work force training initiatives, including but not limited to the following:

1. Basic skills development

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

B. Steering Committee.

A Steering Committee consisting of eight (8) members shall be established to determine the goals, guidelines and operating principles of the Work Force Development Program and to oversee the administration of the programs and the fund established by this Article. The Steering Committee shall include four (4) persons designated by the Employer and four (4) persons designated by the Union, including the OCSEA Executive Director and the Director of DAS or their designees who shall serve as co-chairs. The Steering Committee may select and hire staff, consultants and service providers by majority vote.

C. Funding.

The Employer shall contribute five (\$.05) cents per hour in active pay status by each bargaining unit employee to the fund commencing with the pay period which includes July 1, 1997. Commencing with the pay period which includes July 1, 1998, five (\$.05) cents for each hour in active payroll status, including sick leave, shall also be contributed to the fund from the general wage increase to be received by bargaining unit employees. Commencing with the pay period which includes July 1, 1999, an additional five (\$.05) cents for each hour in active payroll status, including sick leave, for each bargaining unit employee, shall be contributed to the fund by the Employer, for a total of ten (\$.10) cents per hour being contributed by the Employer. The parties agree that the current assets of the fund shall not be greater than twelve million (\$12,000,000) dollars at any time during the life of this Agreement and that should the fund reach twelve million (\$12,000,000) dollars all contributions, including the employee share, shall cease until reinstated by a majority vote of the Steering Committee. Fund balances unexpended or encumbered in one (1) fiscal year shall be carried forward and be available in subsequent fiscal years, within the limit of the twelve million (\$12,000,000)-dollars cap set forth above. The DAS Human Resources Division shall administer the programs developed by the Committee.

D. Operations.

All direct costs associated with the administration and operation of the Work Force Development Fund shall be paid from the fund.

E. General.

The purpose of the fund will be to enhance, but not duplicate, existing State work force training and development except as otherwise agreed by the Steering Committee. Should the Steering Committee determine to assume established programs, e.g., PETE, Sterling Institute, etc., existing funding levels for the program(s) will be transferred to the Work Force Development Fund. Additionally, the parties agree that the Steering Committee will, at a minimum, establish a tuition voucher system providing payment of tuition and fees up to one-thousand (\$1,000) dollars annually for each bargaining unit employee who applies for such benefits, subject to conditions and procedures as established by the Steering Committee.

37.03 - 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

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 MR/DD facilities will be provided training in crisis intervention techniques to appropriately respond to client behavior that could result in injury to self or others.

37.04 - 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. Any costs incurred in such training shall be paid by the Employer. Every reasonable effort shall be made to notify employees of training opportunities through available channels of communication.

37.05 - 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 ~~the employee's 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.

37.06 - 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 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.

37.07 - 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.

37.08 - 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 37.03~~4~~ and 37.04~~5~~ 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.

~~37.08 - Tuition Reimbursement Programs~~

~~Current practices on the tuition reimbursement programs shall be maintained contingent upon fiscal limitations, except as modified by this Article.~~

~~37.09 - Joint Education and Development Committee~~

~~A joint committee consisting of five (5) persons designated by the Union and five (5) persons designated by the State, including a representative of the Office of Collective Bargaining, shall~~

~~be established no later than July 1, 1994. Each party will designate one of its members to serve as co chair of the committee. The purpose of this committee shall be to advise the Director of Administrative Services regarding the design, development and implementation of the following types of training and development programs for State employees:~~

- ~~A. Employment and career development counseling programs to assist employees in determining personal skills, interests and aptitudes and to facilitate employee response to changing work force requirements and technologies;~~
- ~~B. Career development programs which offer employees enhanced opportunities for lateral and upward mobility through skills development and expansion; and~~
- ~~C. Technical assistance and advice to agencies in the development and conduct of skills programs and job related training and development.~~

~~The Committee will meet at least bi monthly, unless otherwise agreed, and employees on the committee shall receive paid time and travel expenses necessary for their participation, with approval by the Office of Collective Bargaining. The Department of Administrative Services may, with the approval of its Director, provide consulting services and other technical assistance to the Committee not to exceed \$150,000 in the first year and such additional amounts in future years as are recommended by the Committee and approved by the Director of Administrative Services.~~

~~Recommendations from the Committee to the DAS Director shall be in writing and signed by the Committee co chairs. The Director will formally respond to the Committee in writing within forty five (45) days of receipt of a recommendation.~~

~~**37.10 – Joint Labor Management Training Fund**~~

~~Effective July 1, 1994, the State shall establish a fund in the amount \$125,000 for the first year, and \$250,000 per year thereafter for the purpose of funding direct costs associated with improving labor relations skills and understanding through joint Union Management training programs and activities. All training activities and expenditures from this fund must be approved by a joint committee chaired by the Executive Director of the Union and the Director of the Office of Collective Bargaining.~~

ARTICLE 38 - TECHNOLOGICAL CHANGE

The language in this Article continues unchanged from the previous Contract.

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 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.

Arbitration Awards:

#797

Arbitrator Drotning: Grievant George Stringfellow, et al.; MRDD, 6/10/92. This case provides good language supporting management's lay off rights under Articles 18 and 38 (Technological Change).

ARTICLE 39 - SUB-CONTRACTING

Arbitration Awards:

#850 *Arbitrator Graham: Grievant O'Boyle, ODOT, 2/20/93. This case resulted in the creation of the term "passive displacement," and an award against management under Sections 25.08 and Article 39.*

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 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

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 granting, renewal or continuation of competitively bid contracts for work normally performed by bargaining unit employees, ~~which has been contracted out~~, 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.

Explanation:

Section 39.02 was proposed by the Union during 1994 negotiations as a result of its concern that bargaining unit jobs will be lost to subcontracting. It was amended in the 1997 negotiations and the new language provides an opportunity for the Union to demonstrate that bargaining unit employees can competitively perform work for which the Employer is considering the

utilization of a subcontractor. The change now incorporates initial subcontractors as well as renewals.

Agencies should take note that any contracting out which will result in the layoff of bargaining unit employees requires that the Union be notified 120 days in advance.

Attention: *Agency Directors; Agency Labor Relations, Personnel and Fiscal Officers.*

Instructions: *If the Union approaches an Agency regarding work that has been previously contracted out or which is considering contracting out the provisions of Article 39.02 are applicable. It is important that Agencies follow the language and "to the extent feasible" examine information provided by the Union in its attempt to demonstrate that the work can be performed with greater efficiency, economy, programmatic benefit or other related factors by bargaining unit employees. All subcontracting on or after the effective date must be done in accordance with the new provisions of this Article.*

ARTICLE 40 - INDEMNIFICATION

The language in this Article continues unchanged from the previous Contract.

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

The language in this Article continues unchanged from the previous Contract.

There shall be no strike/no lockout during the term of this Agreement pursuant to ORC Chapter 4117.

ARTICLE 42 - SAVINGS

The language in this Article continues unchanged from the previous Contract.

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 March 1, ~~1997~~¹⁹⁹⁴ through February ~~28~~²⁹, ~~2000~~¹⁹⁹⁷, 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.

Explanation: *A three (3) year period was agreed to on the basis of improving the stability of the relationship between the parties.*

Attention: *Agency Labor Relations and Personnel Officers.*

Instructions: *The effective date is March 1, 1997 and the expiration date is February 29, 2000. The implementation dates for various provisions may not coincide with the term of the contract. HRD/OCB will advise agencies of agreed on implementation dates if different from March 1.*

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) state-wide 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 enroute 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.

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 of the Union 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.

Explanation: *This Section was added to clarify the authority of both parties to add to, delete from, substitute or modify any of the provisions of the Agreement during its term.*

Attention: *Agency Directors; Agency Labor Relations and Personnel Officers.*

Instructions: *If agencies wish to amend the Agreement, they must contact HRD/OCB Labor Relations Specialist for assistance. All amendments must be signed by the Director of DAS or designee to be valid.*

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 Agreement, except for ORC Chapter 4117, this Agreement shall take precedence and supersede all conflicting State laws.

44.02 - ~~Preservation of Benefits~~ 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 ~~continue and~~ be determined by those statutes, regulations, rules or directives.

The Employer will satisfy its collective bargaining obligation before changing a matter which is a mandatory subject of bargaining.

Arbitration Awards:

- #272 *Arbitrator John Drotning: Grievant Constance Leedy; DAS, 4/18/89. The Arbitrator stated that as established under 4117.10, if a contract is silent on an issue then the existing law is governing.*
- #663 *Arbitrator Rhonda Rivera: Grievant Steven Holt; MRDD, 9/10/91. The Arbitrator found that the forum for an appeal for reinstatement after disability separation is the grievance procedure, not SPBR in that the benefit of reinstatement was preserved under 43.02.*
- #684 *Arbitrator Anna Smith: Grievant Norman Gambill; Health, 9/26/91. This case established that retirees who are rehired are eligible to receive longevity.*
- #795 *Arbitrator Drotning: Grievant Lula Smith; Employment Services, 1/31/92. This case involves the Union's assertion that ERI plans are covered by the contract. The Arbitrator determined they are not. This case as well as the cases cited above incorporate arguments and determinations based in the preservation of benefits language.*

Explanation:

The Section heading was changed from Preservation of Benefits to Operations of Rules and Law to more accurately reflect the inter-relation and operation of benefits provided by State statutes, regulations or rules and the collective bargaining agreement.

Benefits provided shall be determined by those statutes, regulations, rules or directives. Matters which are mandatory subjects of bargaining shall not be changed before the employer has satisfied its collective bargaining obligation.

Attention: *Agency Directors; Agency Labor Relations, Personnel, and Human Resources Officers; Agency Legal Counsels; and Department of Administrative Services, Human Resources Division and Agency Legal Counsels.*

44.03 - 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. Likewise, after the effective date of this Agreement, all past practices and precedents may not be considered as binding authority in any proceeding arising under this Agreement.

44.04 - 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 or part thereof 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 institution or part thereof, the following guidelines will be utilized:

- A. Where individual institution(s) or part(s) thereof are closed, 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 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.

44.05 - 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.

Attention: *Agency Labor Relations Officers and Legal Counsels.*

Instructions: *If errors are found in this version or the final printed version of the Agreement they should be brought to the attention of HRD/OCB Labor Relations Specialist.*

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
<u>22591</u>	<u>27</u>	<u>Shooting Range Attendant</u>
26511	28	Correctional Firefighter
30211	07	Security Technician 1
30212	08	Security Technician 2
30281	06	Youth Program Specialist
<u>30923</u>	<u>26</u>	<u>Security Officer 3</u>
31022	27	Correction Officer
44141	27	Psychiatric Attendant
44142	28	Psychiatric Attendant Coordinator
46111	25	Security Officer 1
46112	26	Security Officer 2
46511	27	Juvenile Correction Officer
46513	28	Juvenile Correction Specialist
<u>46514</u>	<u>28</u>	<u>Juvenile Correctional Officer</u>
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	<u>Vocational</u> Instructor 1
18132	26	<u>Vocational</u> Instructor 2
18141	25	Rehabilitation Aide
18531	04	Recreation Aide
30051	08	<u>Nutrition Aide</u>
30271	28	Pharmacy Administrative Assistant
30291	32	MH/MR Program Coordinator
30881	26	Mental Health Technician 1
30882	27	Mental Health Technician 2
30982	27	Activity Therapist Specialist 2
31072	27	General Activities Therapist 2
42711	05	Cosmetologist
42731	05	Barber
42741	05	Pharmacy Attendant
44111	04	Hospital Aide
44112	05	Therapeutic Program Worker
44113	26	Hospital Aide Coordinator 1
44114	27	Hospital Aide Coordinator 2
44161	09	Licensed Practical Nurse
44210	04	Activities Aide
44211	26	General Activities Therapist 1
44212	27	General Activities Therapist 2
44213	26	Activity Therapy Specialist 1
44214	27	Activity Therapy Specialist 2
44260	26	Therapy Aide
44261	28	Licensed Physical Therapy Assistant
44310	28	Occupational Therapy Assistant
44510	27	Exercise Physiologist Assistant
44731	<u>27</u>	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 Technician - Ambulance
65313	29	Paramedic
86121	27	Phlebotomist
86311	27	Dental Technician
86313	27	Dental Assistant
86321	27	X-Ray Technician
86322	28	X-Ray Technologist
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 <u>1</u>
<u>14212</u>	<u>06</u>	<u>Commissary Worker 2</u>
30021	04	Custodial Work Coordinator
30031	03	Laundry Work Coordinator
30061	05	Correctional Laundry Coordinator
30071	01	Laundry Worker
30171	25	Commissary Coordinator
30181	02	Custodial Worker
30361	03	Cook 1
30362	05	Cook 2
30541	06	Dietitian Assistant
31841	01	Food Service Worker
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	<u>28</u>	Correctional Food Service Coordinator
42452	28	Correctional Food Service Coordinator 2
42511	04	Fabric Worker 1
42512	04	Fabric Worker 2
42521	01	Laundry Worker
42541	<u>28</u>	Correctional Laundry Coordinator
42542	27	Correctional Laundry Coordinator 2

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
22231	27	Fish/Gamebird Hatchery Technician
22241	05	Net Constructor
22242	07	Net Construction Specialist
22280	28	Wildlife Research Technician
22320	26	Forest Inspector
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 (Table 11)	03	Natural Resources Worker
22831	02	Conservation Worker
22832	04	Conservation Aide
22833	05	Conservation Crew Leader
30081	09	Treatment Plant Operations Coordinator
30460	05	Assistant Auto Mechanic
30461	07	Auto Mechanic 1
30462	08	Auto Mechanic 2
30463	09	Auto Mechanic 3
30471	05	Delivery Worker 1
30472	05	Delivery Worker 2
30481	05	Equipment Operator 1
30482	07	Equipment Operator 2
30483	07	Equipment Operator 3
30492	05	Maintenance Repair Worker 2
30493	05	Maintenance Repair Worker 3
30521	06	Body Repair Worker 1
30522	08	Body Repair Worker 2
30572	06	Tailor 2
30582	06	Vehicle Operator 2
30591	07	Carpenter 1
30632	07	Welder 2
30642	08	Air Quality Technician 2
30672	08	Electrician 2
30681	08	Equipment Maintenance Coordinator

30702	08	Machinist 2
30712	08	Plumber 2
30723	08	Sawyer 3
30732	08	Sheet Metal Worker 2
30745	09	Correction Farm Supervisor 2
30752	09	Stationary Engineer 2
30762	10	Aircraft Mechanic 2
31161	27	Wildlife Technician
31541	29	Penal Workshop Quality Control Specialist
31631	30	Farm Specialist
33251	07	Painter 1
33252	08	Painter 2
33261	07	Parks Conservation Crew Leader
46540	04	Correctional Farm Laborer
46541	08	Correctional Farm Coordinator
46542	07	Correctional Farm Coordinator 1
46543	08	Correctional Farm Coordinator 2
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	08	Automotive Mechanic 3
52134	09	Automotive Mechanic 4
52141	06	Motor Fleet Coordinator
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	<u>09</u>	Air Quality Technician 2
52311	07	Machinist 1
52312	08	Machinist 2
52321	06	Welder 1
52322	07	Welder 2
52341	09	Laboratory Machinist
52351	08	Adaptive Equipment Technician
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
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	<u>07</u>	Bridge Worker 1
53232	<u>08</u>	Bridge Worker 2
53241	05	Routemarker 1
53242	08	Routemarker 2
53261	05	Foundation Mechanic
53261	28	Soils Foundation Technician
53263	06	Foundation Mechanic Coordinator
53320	05	Signal Electrician Assistant
53321	06	Lineworker
53322	07	Signal Electrician 1
53323	08	Signal Electrician 2
53411	07	Sign Worker
53521	04	Dairy Worker 1
53522	06	Dairy Worker 2
53531	08	Farm Coordinator
53541	07	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

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
53851	08	Lottery Delivery Worker
54211	06	Aircraft Attendant
54221	09	Aircraft Mechanic
54223	31	Aircraft Maintenance Coordinator
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
54641	28	Water Plant Operator 1
54642	29	Water Plant Operator 2
54643	30	Water Plant Operator 3

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
21121	29	Grain Warehouse Examiner
21122	30	Grain Warehouse Examiner Specialist
21131	29	Feed and Fertilizer Inspector
21141	29	Apiary Specialist
21151	29	Seed Inspector
21153	29	Seed Analyst
21161	29	Plant Pest Control Specialist
21171	29	Pesticide Control Specialist
21211	28	Egg Products Inspector
21212	26	Poultry Products Inspector
21221	29	Fruit and Vegetable Inspector
21231	30	Meat Inspector
21233	<u>31</u>	Meat Inspection Specialist
21241	30	Food Inspector
21243	<u>31</u>	Food Inspection Coordinator
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
21511	27	Cosmetology Inspector
21512	27	Cosmetology Examiner
21521	27	Barber Inspector
21531	30	Nursing Board Enforcement Agent
21541	32	Medical Board Enforcement Investigator
21561	<u>33</u>	Pharmacy Board Compliance Agent
21581	28	Amusement Ride and Game Inspector 1
21582	29	Amusement Ride and Game Inspector 2
<u>21591</u>	<u>32</u>	<u>Dental Board Enforcement Officer</u>
<u>21621</u>	<u>30</u>	<u>Nursing Board Enforcement Agent</u>
23111	28	Public Utilities Transportation Investigator 1
23112	29	Public Utilities Transportation Investigator 2
23121	30	Public Utilities Transportation Examiner
23131	30	Public Utilities Water and Sewer Compliance Investigator
<u>23131</u>	<u>33</u>	<u>Water/Wastewater Service Quality</u>

		<u>Coordinator</u>
23161	31	Hazardous Materials Investigation Specialist
23171	30	Public Utilities Telephone Compliance Investigator
<u>23171</u>	<u>33</u>	<u>Telephone Service Quality Coordinator</u>
23181	33	Public Utilities Gas Pipeline Safety Compliance Investigator
23191	<u>33</u>	Public Utilities Electric <u>Coordinator</u>
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	30	Boiler Inspector
24123	31	Nuclear Boiler Inspector
24130	30	Interim Electrical Inspector
24131	30	Electrical Inspector
24141	30	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	<u>28</u>	Driver's License Examiner 1
24332	<u>29</u>	Driver's License Examiner 2 (<u>CDL</u>)
<u>24332</u>	<u>29</u>	<u>Driver's License Examiner 2</u> <u>(Lead Worker)</u>
24351	28	Motor Vehicle Inspector
24391	<u>31</u>	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
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	30	Mine Rescue Operations Coordinator
24711	31	Mine Safety Inspector 1
24712	33	Mine Safety Inspector 2
24721	28	Oil and Gas Well Inspector
24741	29	Reclamation Inspector Trainee
24742	31	Reclamation Inspector
24911	27	Racing Inspector
24921	30	Embalmer and Funeral Facility Inspector
24941	30	Aviation Specialist 1
24942	32	Aviation Specialist 2
26121	30	Criminal Investigator 1
26122	31	Criminal Investigator 2
26181	27	Institutional Identification Officer
26210	27	Investigator Assistant
26211	30	Investigator
26221	29	Insurance Investigator 1
26222	31	Insurance Investigator 2
26231	30	<u>Underground Storage Tank Inspector</u>
26241	30	Consumers' Counsel Utility Investigator
26251	30	Public Utilities Customer Service Investigator
26521	30	Fire Safety Inspector
26531	32	Arson Investigator
26560	29	Fire Training Equipment Technician
26571	31	Hazardous Materials Technician
26573	32	Hazardous Materials Coordinator
30041	29	Fire Safety Specialist
30131	31	Project Inspection Coordinator
30562	06	<u>Printing Machine Operator 2</u>
30782	25	Laboratory Technician 2
30791	25	<u>Photo Laboratory Technician 1</u>
30943	29	<u>Survey Technician 3</u>
31061	27	Electronic Technician 1
31062	28	Electronic Technician 2
31291	28	Photographic Specialist
31342	29	<u>Safety and Health Inspector 2</u>
31462	29	Environmental Technician 2
31481	29	<u>Insurance Investigator 1</u>
31494	30	Investigator
31563	29	Project Inspector 3
31571	29	<u>Safety and Health Compliance Officer</u>
31591	29	State Records Management Analyst 1

31661	30	Fruit and Vegetable Inspector
31783	33	Industrial Safety Hygienist 3
31784	34	Industrial Safety Hygienist 4
31793	31	Industrial Safety Specialist
33343	32	<u>Hazardous Materials Coordinator</u>
52421	06	Radio Technician 1
52422	09	Radio Technician 2
52423	10	Radio Technician Specialist
52611	06	Broadcasting Technician 1
52612	07	Broadcasting Technician 2
52621	09	Broadcasting/Network ITV Coordinator
52631	06	Audio/Visual Repair Worker
52641	07	Audio/Visual Specialist
52642	31	Audio/Visual Production Specialist
52711	07	Bindery Operator
52721	08	Typesetting Technician
52731	08	Printing Machine Operator
52741	29	State Printing Officer
52741	31	<u>Printing Standards Analyst</u>
52751	08	Correctional Printing Machine Coordinator
54571	30	Steam Engineer Examiner
64921	31	Hazardous Materials Specialist
66771	30	Insurance Licensing Examiner
69471	31	Case Control Reviewer
69481	28	Social Services Licensing Specialist
82111	27	Graphic Artist
82121	28	Layout Design Artist
82122	29	<u>Layout Design Coordinator</u>
82210	28	Photographer
82220	25	Photo Laboratory Assistant

Note: 31622 is also listed under Unit 13. Probably should not be in Unit 7.

82221	26	Photograph Developer
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 4
84112	27	Drafting Technician 2
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
84351	26	Project Inspector 1
84352	29	Project Inspector 2
84411	<u>29</u>	Electronic Technician
84412	27	Electronic Technician 2
84421	29	Radiological Instrument Technician 1
84422	30	Radiological Instrument Technician 2
84611	27	Environmental Technician
84631	29	Radiological Analyst 1
84632	31	Radiological Analyst 2
84641	30	Health Physicist 1
84651	29	Automobile Emissions Inspector
85560	30	Surveyor Trainee
86110	02	Laboratory Assistant
86111	24	Laboratory Technician 1
86112	25	Laboratory Technician 2
86113	27	Laboratory Technologist
<u>86161</u>	<u>28</u>	<u>Veterinary Pathology Assistant</u>

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
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
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
12711	04	Hearings Bailiff
12731	03	Mail Clerk/Messenger
12821	28	Data Systems Scheduler 1
12822	30	Data Systems Scheduler 2
12823	31	Data Systems Scheduler 3
14711	03	Stores Clerk
14721	04	Mechanical Stores Clerk
14731	04	Chemical Stores Clerk
14741	25	Storekeeper 1
14742	27	Storekeeper 2
16111	05	Cashier
16511	26	Account Clerk 1
16512	27	Account Clerk 2
16513	28	Account Clerk 3
16521	26	Payroll Processing Specialist 1
16522	27	Payroll Processing Specialist 2
16711	28	Workers' Compensation Claims Representative 1
16712	29	Workers' Compensation Claims Representative 2
16713	30	Workers' Compensation Claims Representative 3
16714	31	Workers' Compensation Claims Representative 4
16715	33	Workers' Compensation Claims Analyst
16720	28	<u>Workers' Compensation Claims Assistant</u>
16721	29	<u>Workers' Compensation Medical Claims Specialist</u>
16722	30	<u>Workers' Compensation Claims Specialist</u>
16731	28	<u>Provider Relations Representative 1</u>
16732	30	<u>Provider Relations Representative 2</u>
16741	25	Unemployment Claims Examiner 1
16742	26	Unemployment Claims Examiner 2
16743	27	Unemployment Claims Examiner 3
16744	29	Unemployment Claims Examiner 4
16745	30	Unemployment Claims Specialist
16771	28	Disability Insurance Claims Examiner
16773	30	<u>Disability Insurance Claims Specialist</u>
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
17211	27	Supplemental Income Claims Processor
17221	27	Health Financial Resource Specialist 1
17222	28	Health Financial Resource Specialist 2
18311	25	Library Assistant 1
18312	27	Library Assistant 2
18313	27	Library Associate
26261	33	<u>Workers' Compensation Fraud Analyst</u>
26941	26	<u>Watercraft Records Specialist 1</u>
26942	28	<u>Watercraft Records Specialist 2</u>
26951	28	<u>Watercraft Registration Agent 1</u>
26952	29	<u>Watercraft Registration Agent 2</u>
30001	26	Clerical Technician
30011	29	Account Clerk Specialist
30113	25	Clerical Specialist
30202	04	Office Machine Operator 2
30203	25	<u>Office Machine Operator 3</u>
30342	25	Accounting Machine Operator 2
30391	03	Telephone Operator 1
30403	25	Data Entry Operator 3
30452	04	<u>Typist 2</u>
30453	25	Technical Typist
30501	05	<u>Radio Dispatcher</u>
30771	25	<u>Data Librarian 1</u>
30802	25	Stenographer 2
30811	25	Storekeeper 1
30812	27	Storekeeper 2
30822	26	Account Clerk 2
30823	29	Account Clerk 3
30862	27	Examiner 2
30863	27	Examiner 3
30864	30	<u>Examiner 4</u>
30865	31	Examiner 5
30901	26	Secretary 1
30902	27	Secretary 2
30931	26	Statistics Clerk
30961	26	Word Processing Specialist 1
30962	27	Word Processing Specialist 2
31011	27	Computer Operator 1
31012	28	Computer Operator 2
31031	27	Data Control Technician
31091	27	Permit Technician 1
31142	27	<u>Student Loan Specialist 2</u>
31171	28	Administrative Secretary 1
31193	28	Claims Examiner 3
31194	29	Claims Examiner 4

31231	28	Employment Contract Specialist
31253	28	Income Maintenance Worker 3
31352	28	Technical Writer 2
31391	29	Case Control Reviewer
31452	29	Employee Benefits Coordinator 2
31551	29	Printing Coordinator 1
33291	28	Workers' Compensation Claims Representative 1
33292	29	Workers' Compensation Claims Representative 2
33293	30	Workers' Compensation Claims Representative 3
33294	31	Workers' Compensation Claims Representative 4
33295	33	Workers' Compensation Claims Analyst
52411	08	Telecommunications Technician 1
52412	10	Telecommunications Technician 2
52413	11	Telecommunications Technician Coordinator
52431	06	Radio Operator
52441	05	Radio Dispatcher
52760	29	Printing Coordinator
54431	06	Bookmobile Operator
63141	26	Forms Control Specialist
64210	27	Employment Services Interviewer
64211	28	Employment Services Representative
64212	28	Employment Services Counselor
64220	28	Veteran Employment Representative
64221	28	Disabled Veterans Outreach Specialist
64222	28	Employment Services Contract
64222	31	OBES Program Monitor
64223	31	Employment Services Manpower
64224	31	Employment Services Coordinator
64241	31	OBES Program Monitor
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	Public Inquiries Assistant 1
64432	29	Public Inquiries Assistant 2

64481	28	<u>Benefits Customer Service Representative.</u>
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
66431	31	Workers' Compensation External Auditor
66432	33	Workers' Compensation External Auditor Analyst
66441	30	<u>Unclaimed Funds Auditor 1</u>
66442	31	<u>Unclaimed Funds Auditor 2</u>
66443	32	<u>Unclaimed Funds Auditor 3</u>
66444	33	<u>Unclaimed Funds Auditor 4</u>
66451	30	<u>Consumer Finance Examiner 1</u>
66452	31	<u>Consumer Finance Examiner 2</u>
66453	32	<u>Consumer Finance Examiner 3</u>
66561	26	Student Loan Specialist 1
66562	27	Student Loan Specialist 2
66563	28	Student Loan Specialist 3
66751	27	Safety Responsibility Evaluator 1
66752	29	Safety Responsibility Evaluator 2
66931	27	Nosologist
84361	26	Technical Writer 1
84362	28	Technical Writer 2
84371	26	Engineering Clerk
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	28	Fish Management Unit Leader
22232	28	Fish/Gamebird Hatchery Coordinator
22271	30	Aquatic Biologist 1
22272	31	Aquatic Biologist 2
22281	30	Wildlife Biologist 1
22282	31	Wildlife Biologist 2
22321	27	Forester
22322	29	Forester Analyst
22323	30	Staff Forester
22330	<u>29</u>	Assistant Forest Manager
22351	27	Nursery <u>Technician</u>
22540	26	Naturalist Aide
22541	28	Naturalist
22851	30	Wildlife Management Consultant
30531	31	Solid Waste Scientist 1
31371	28	Wildlife Area Coordinator
31622	30	Environmental Scientist 2
31671	30	<u>Health Physicist 1</u>
31681	30	Medical Laboratory Technologist 1
31682	31	Medical Laboratory Technologist 2
31712	30	Planner 2
31713	32	Planner 3
33271	31	<u>Soils Resource Specialist</u>
63281	30	Facilities Planner
65730	28	Sanitarian 1
65731	30	Sanitarian 2
65732	31	Sanitarian 3
65733	31	Sanitarian 4
65734	32	Sanitarian Program Specialist
65761	29	Epidemiology Investigator 1
65762	<u>32</u>	Epidemiology Investigator 2
65763	<u>33</u>	Epidemiology Investigator 3
65911	33	Veterinarian Specialist
65921	36	Veterinary Toxicologist
65931	36	Veterinary Pathologist

65951	31	Histotechnologist
66361	35	Energy Specialist
66951	<u>33</u>	Utility Specialist 1
66952	<u>34</u>	Utility Specialist 2
66953	35	Utility Specialist 3
82322	29	Photogrammetrist 1
83211	29	Microbiologist 1
83212	31	Microbiologist 2
83213	32	Microbiologist Coordinator
83221	29	Chemist 1
83222	30	Chemist 2
83223	31	Chemist 3
83224	32	<u>Chemist 4</u>
83231	29	Entomologist
83251	30	Medical Laboratory Technologist 1
83252	31	Medical Laboratory Technologist 2
83271	28	Biologist
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	Health Physicist 3
85110	<u>30</u>	Architect Associate <u>Designer 1</u>
85111	<u>32</u>	Architect <u>Designer 2</u>
85113	34	Architect
85211	34	Plans Examiner
85311	28	Planner 1
85312	32	Planner 2
85411	34	Planning Engineer 1
85420	30	Design Engineer Intern
85421	31	Design Engineer 1
85422	33	Design Engineer 2
85510	30	Project Engineer Intern
85511	31	Project Engineer 1
85512	32	Project Engineer 2
85521	34	Construction Engineer 1
85531	34	Maintenance Engineer 1
85541	34	Bridge Engineer 1
85561	32	Surveyor

85611	34	Aerial Engineer
85621	33	Field Engineer
85631	32	Testing Engineer 1
85640	31	Transportation Engineer Intern
85641	32	Transportation Engineer 1
85642	33	Transportation Engineer 2
85651	34	Traffic Engineer 1
85710	30	Environmental Engineer Intern
85711	31	Environmental Engineer 1
85712	32	Environmental Engineer 2
85721	32	Air Quality Engineer 1
85731	32	Water 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
85841	32	Testing Specialist
85851	31	Bridge Specialist 1
85852	32	Bridge Specialist 2
85860	30	Environmental Specialist Intern
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	32	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.)

Class No.	Pay Range	Title
12380	31	Data Securities Specialist
12381	33	Data Security Analyst 1
12382	34	Data Security Analyst 2
12391	28	Data Systems Coordinator 1
12392	29	Data Systems Coordinator 2
16531	27	Payroll Deductions Specialist 1
16532	28	Payroll Deductions Specialist 2
16761	28	Disability Claims Adjudicator 1
16762	30	Disability Claims Adjudicator 2
16763	31	Disability Claims Adjudicator 3
16764	32	Disability Claims Specialist 2
24321	29	Motor Vehicle Enforcement Investigator
24361	29	Motor Vehicle Dealer Investigator
26541	28	Fire Safety Educator 1
26542	29	Fire Safety Educator 2
26561	30	Fire Training Officer 1
26562	31	Fire Training Officer 2
30091	34	Software Programmer
30101	33	Training Specialist
30242	30	Administrative Assistant 2 (Non-exempt)
30243	32	Administrative Assistant 3 (Non-exempt)
30291	32	MH/MR Program Coordinator
30321	34	MH Licensure/Certification Coordinator
30351	32	Management Analyst 3 (Non-exempt)
30352	33	Management Analyst 4 (Non-exempt)
30951	26	Title Agent 1
30952	28	Title Agent 2
30953	30	Title Agent 3
30971	27	Accountant 1
30972	29	Accountant 2
30973	31	Accountant 3
30991	27	Appraiser 1
31081	27	Highway Development Coordinator 1
31082	29	Highway Development Coordinator 2
31101	27	Property Agent 1
31102	29	Property Agent 2
31103	30	Property Agent 3

31131	27	Records Management Officer
31181	28	Administrative Assistant 1
31261	28	Medical Record Librarian
31281	28	Personnel Testing Specialist 1
31311	28	Programmer/Analyst 1
31312	30	Programmer/Analyst 2
31315	33	Programmer/Analyst 5
31321	28	Publication Specialist 1
31360	28	Trainer
31361	29	Training Officer 1
31362	31	Training Officer 2
31382	31	Budget Officer 2
31421	29	Data Systems Coordinator 1
31422	30	Data Systems Coordinator 2
31431	29	Disaster Services Administrator 1
31442	29	Disability Claims Adjudicator 2
31443	31	Disability Claims Specialist 1
31471	29	Financial Institution Examiner 1
31473	31	Financial Institution Examiner 3
31474	33	Financial Institution Examiner 4
31475	34	Financial Institution Examiner Specialist
31521	29	Motor Vehicle Enforcement
31582	30	Assistant Park Manager 2
31642	30	Fine Arts Specialist 2
31650	30	Fiscal Specialist
31721	30	Security Specialist
31733	30	Statistician 3
<u>31751</u>	<u>31</u>	<u>Criminal Justice Planner</u>
31772	31	EEO Contract Compliance Officer 2
31814	31	Tax Commissioner Agent 4
<u>31823</u>	<u>31</u>	<u>Utilities Relocation Technician 3</u>
31853	32	Forms Analyst 3
31863	32	Researcher 3
<u>31870</u>	<u>29</u>	<u>Assistant Liaison Officer</u>
31871	33	Liaison Officer 1
31881	33	Software Specialist 1
31891	33	Systems Analyst 1
<u>33282</u>	<u>33</u>	<u>Insurance Actuary 2</u>
<u>33283</u>	<u>35</u>	<u>Insurance Actuarial Analyst 3</u>
<u>33311</u>	<u>33</u>	<u>Employer Services Analyst</u>
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
52492	35	Telecommunications Analyst 2
54231	32	Aircraft Pilot 1
54232	33	Aircraft Pilot 2
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	<u>28</u>	Correctional Records Management Officer
63271	27	Records Management Officer
63280	28	Space Planner
63291	30	State Records Management Analyst
63311	28	Business Services Officer
63351	32	Technical Medical Liaison
63510	29	Assistant Liaison Officer
63511	33	Liaison Officer 1
63521	31	Employer Services Specialist
63522	33	Employer Services Analyst
63711	33	Parole Board Hearing Officer
63810	27	Paralegal/Legal Assistant
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
63951	34	UC Administrative Hearing Officer Trainee
63971	32	Human Services Hearing Officer
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	Computer Consultant 1
64162	36	Computer Consultant 2
64171	33	Computer Acquisition Analyst 1
64172	34	Computer Acquisition Analyst 2
64173	35	Computer Acquisition Analyst 3
64181	31	Minicomputer Operations Technician
64182	33	Minicomputer Systems Programmer
64191	33	Systems Programmer 1
64192	34	Systems Programmer 2
64361	27	Medical Record Technician 1
64362	29	Medical Record Technician 2
64381	32	<u>International Commerical Officer</u>
64391	32	<u>Marketing Development Analyst</u>
64411	27	Information Writer 1
64412	29	Information Writer 2
64413	31	Publications Editor
64420	30	Public Information Specialist
64491	30	<u>Domestic Commercial Officer</u>
64521	28	Purchasing Specialist
64522	28	Purchasing Agent
64523	30	Purchasing Coordinator
64530	27	<u>State Purchasing Assistant</u>
64531	28	<u>State Purchasing Specialist</u>
64532	31	<u>State Purchasing Procurement</u>
		<u>Coordinator</u>
64533	32	<u>State Purchasing Procurement</u>
		<u>Support Analyst</u>
64534	32	<u>State Purchasing Standards Analyst</u>
64552	28	Inventory Control Specialist 2
64571	30	Business Enterprise Specialist
64574	31	Business Enterprise Program Coordinator
64591	31	Purchasing Standards Analyst
64651	28	Trainer

64652	31	Training Officer
64671	28	Personnel Testing Specialist 1
64672	30	Personnel Testing Specialist 2
64691	28	Personnel Testing Information Controller
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	30	Disaster Services Consultant 2
65221	30	Mental Health Administrator 1
65250	30	Benefits Management Representative
66113	30	Accountant/Examiner 3
66114	31	Accountant/Examiner 4
66131	31	Unemployment Compensation Compliance Auditor 4
66132	31	Unemployment Compensation Compliance Auditor
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
66171	29	Student Loan Auditor
66173	31	Student Loan Consultant
66191	31	Provider Reimbursement Analyst 1
66192	32	Provider Reimbursement Analyst 2
66192	28	Nursing Home and Hospital Examiner 2
66193	29	Nursing Home and Hospital Examiner 3
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
66311	30	Development Specialist 1
66312	32	Development Specialist 2
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	31	Internal EDP Auditor 2
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	32	Consumer Finance Examiner 3
66491	32	Insurance Financial Analyst
66511	31	Telecommunications Billing Analyst
66531	30	Fiscal Specialist 1
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
66711	30	Actuary
66720	30	Insurance Examiner Trainee
66721	31	Insurance Examiner 1
66722	32	Insurance Examiner 2
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	<u>Workers' Compensation Underwriter</u>
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
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
66942	30	Utility Rate Analyst 2
66943	32	Utility Rate Analyst Coordinator
66971	30	<u>Energy Research Analyst 1</u>
66972	32	<u>Energy Research Analyst 2</u>
66973	33	<u>Energy Research Planner</u>
66981	32	<u>Demographer</u>
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	<u>Network Administrator 1</u>
67132	33	<u>Network Administrator 2</u>
67133	34	<u>Network Administrator 3</u>
67211	30	<u>Insurance Compliance Examiner 1</u>
67212	32	<u>Insurance Compliance Examiner 2</u>
67213	33	<u>Insurance Compliance Examiner 3</u>
67221	31	<u>Insurance Examination Data Specialist</u>
67321	30	<u>Housing Grant Analyst 1</u>
67322	32	<u>Housing Grant Analyst 2</u>
67323	33	<u>Housing Grant Analyst 3</u>
67331	31	<u>Housing Development Analyst</u>
67332	33	<u>Housing Development Planner</u>
67341	32	<u>Housing Default Analyst</u>
67351	28	<u>Housing Examiner 1</u>
67352	30	<u>Housing Examiner 2</u>
67353	31	<u>Housing Examiner 3</u>
69111	27	Civil Rights Field Representative 1
69112	<u>29</u>	Civil Rights Field Representative 2
69113	<u>30</u>	Civil Rights Field Representative 3
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	29	EEO Contract Officer
69162	31	EEO Contract Coordinator
69171	29	EEO Enforcement Officer
69191	30	Minority Procurement Analyst 1
69192	32	Minority Procurement Analyst 2
69193	32	Minority Procurement Coordinator
83851	32	Coal Program Financial Analyst
84511	27	Appraiser 1
84512	29	Appraiser 2
84513	30	Appraiser 3
84514	31	Appraisal Specialist
84521	<u>28</u>	Review Appraiser Realty Specialist 1
84522	30	Review Appraiser Realty Specialist 2
84523	31	Realty Specialist 3
84531	28	Property Management Specialist 1
84532	28	Property Management Specialist 2
84533	29	Property Management Coordinator 1
84534	31	Property Management Coordinator 2
84541	28	Relocation Agent 1
84542	30	Relocation Agent 2
84544	31	Relocation Coordinator
84551	27	Title Agent 1
84552	27	Title Agent 2
84553	28	Title Agent 3
84561	27	Property Agent 1
84562	27	Property Agent 2
84563	28	Property Agent 3
84563	29	Property Agent Coordinator
84564	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
85881	32	Environmental Grant Analyst

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 Five (5) Districts

District #1 - Cuyahoga County
District #2 - Tuscarawas County
District #3 - Franklin County
District #4 - Hamilton County
District #5 - Scioto County

DEPARTMENT OF AGRICULTURE A. Division of Meat Inspection

Jurisdiction #1

Ashtabula	Columbiana	Cuyahoga	Carroll
Holmes	Lake	Geauga	Harrison
Jefferson	Medina	Portage	Mahoning
Trumbull	Tuscarawas	Stark	Summit
Wayne			

Jurisdiction #2

Marion	Morrow	Knox	Union
Delaware	Madison	Franklin	Pickaway
Licking	Fairfield	Perry	Hocking
Coshocton	Muskingum	Morgan	Athens
Meigs	Guernsey	Noble	Washington
Belmont	Monroe	Clark	

Jurisdiction #3

Van Wert	Allen	Hardin	Auglaize
Darke	Shelby	Logan	Miami
Champaign	Preble	Montgomery	Greene
Fayette	Butler	Warren	Clinton
Hamilton	Clermont	Ross	Brown
Pike	Highland	Scioto	Adams
Vinton	Jackson	Lawrence	Gallia
Mercer			

Jurisdiction #4

Williams	Fulton	Lucas	Defiance
Henry	Wood	Paulding	Putnam
Hancock	Ottawa	Sandusky	Seneca
Wyandot	Crawford	Erie	Huron
Richland	Lorain	Ashland	

B. Other Divisions
Statewide

DEPARTMENT OF AGING
Statewide

DEPARTMENT OF ALCOHOL AND DRUG ADDICTION SERVICES
Statewide

OFFICE OF BUDGET AND MANAGEMENT
Statewide

CIVIL RIGHTS COMMISSION
Six (6) Districts

District #1

Williams	Defiance	Paulding	Van Wert
Mercer	Fulton	Henry	Putnam
Allen	Hardin	Ottawa	Sandusky
Seneca	Wyandot	Marion	Crawford
Monroe	Erie	Auglaize	Lucas
Wood	Hancock	Huron	Richland
Knox	Ashland		

District #2

Darke	Preble	Shelby	Miami
Montgomery	Logan	Champaign	Clark
Green			

District #3

Butler	Hamilton	Warren	Clermont
Clinton			

District #4

Lorain	Cuyahoga	Lake	Geauga
Ashtabula	Ashland	Knox	

District #5

Medina	Wayne	Summit	Stark
Trumbull	Mahoning	Columbiana	Portage

District #6

Union	Madison	Fayette	Guernsey
Highland	Brown	Adams	Carroll

Delaware	Franklin	Pickaway	Monroe
Ross	Pike	Scioto	Noble
Licking	Fairfield	Hocking	Harrison
Vinton	Jackson	Lawrence	Jefferson
Perry	Athens	Meigs	Washington
Holmes	Coshocton	Muskingum	Belmont
Morgan	Gallia	Tuscarawas	

DEPARTMENT OF COMMERCE
Statewide

OFFICE OF CONSUMER'S COUNSEL
Statewide

DEPARTMENT OF DEVELOPMENT
Statewide

DEPARTMENT OF EDUCATION
Statewide

OHIO BUREAU OF EMPLOYMENT SERVICES
Six (6) Districts

District #1

*Wood	*Williams	Crawford	*Defiance
*Hancock	*Allen	*Marion	Henry
Putnam	Auglaize	*Seneca	*Lucas
Paulding	Van Wert	Mercer	Fulton
Hardin	Wyandot	<u>*Darke</u>	<u>*Sandusky</u>
<u>*Shelby</u>	<u>Miami</u>	<u>Ottawa</u>	

District #2

Ashland	*Cuyahoga	*Lorain	Sandusky
*Richland	*Huron	*Erie	Wayne
<u>Ottawa</u>	<u>*Medina</u>	<u>*Knox</u>	<u>Marrow</u>

District #3

*Summit	*Stark	*Ashtabula	Carroll
Medina	*Trumbull	*Lake	*Portage
*Mahoning	Geauga	<u>*Columbiana</u>	<u>*Tuscarawas</u>
<u>*Wayne</u>	<u>Holmes</u>		

District #4

*Guernsey	*Franklin	*Delaware	Columbiana
*Union	Knox	Tuscarawas	*Licking
*Belmont	*Jefferson	*Muskingum	Morrow
Holmes	Harrison	Monroe	Noble
Morgan	Coshocton	<u>*Athens</u>	<u>*Fairfield</u>
<u>*Washington</u>	<u>*Gallia</u>	<u>*Jackson</u>	<u>Perry</u>
<u>Meigs</u>	<u>Vinton</u>	<u>Hocking</u>	

District #5

Athens	*Clermont	Ross	*Hamilton
Gallia	*Lawrence	Jackson	Fairfield
Warren	Hocking	Washington	*Scioto
*Pike	Clinton	Brown	Adams
Vinton	Meigs	Perry	*Logan
<u>*Montgomery</u>	<u>*Butler</u>	<u>*Highland</u>	<u>*Clark</u>
<u>*Fayette</u>	<u>*Greene</u>	<u>Champaign</u>	<u>Madison</u>
<u>Preble</u>	<u>Pickaway</u>		

District #6

Logan	Pickaway	Montgomery	Dark
Butler	Highland	Miami	Shelby
Clark	Fayette	Greene	Preble
Madison	Champaign		

Note: For employees assigned to the OSHA On-Site Program and the Public Employees Risk Reduction Program in Bargaining Unit 7, Displacement and recall rights shall be statewide.

***Denotes Counties with OBEC Offices**

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

Lorain	Cuyahoga	Lake	Geauga
Ashtabula	Medina	Wayne	Summit
Stark	Holmes	Trumbull	Mahoning
Columbiana	Portage	Carroll	

Central District

Union	Madison	Fayette	Morrow
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 COMMISSIO
Statewide

DEPARTMENT OF HEALTH
Five (5) Districts

District #1

Champaign	Clark	Union	Madison
Fayette	Marion	Delaware	Franklin
Pickaway	Knox	Licking	Fairfield

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	Muskingum
Morgan	Coshocton	Holmes	Tuscarawas
Guernsey	Noble	Washington	Carroll
Harrison	Belmont	Jefferson	Monroe

District #5

Drake	Miami	Preble	Montgomery
Greene	Butler	Warren	Clinton
Hamilton	Clermont	Brown	Highland
Adams			

DEPARTMENT OF HIGHWAY SAFETY - STATE HIGHWAY PATROL
Two (2) Districts

District #1 - Central Office

District #2 - The remainder of the State.

DEPARTMENT OF HUMAN SERVICES

Two (2) Districts

District #1

Darke	Preble	Butler	Hamilton
Miami	Montgomery	Warren	Clermont
Champaign	Clark	Greene	Clinton
Brown	Madison	Fayette	Highland
Adams	Franklin	Pickaway	Ross
Pike	Scioto	Knox	Licking
Fairfield	Hocking	Vinton	Jackson
Lawrence	Coshocton	Muskingum	Perry
Morgan	Athens	Meigs	Gallia
Tuscarawas	Guernsey	Noble	Washington
Carroll	Harrison	Jefferson	Belmont
Monroe			

District #2

Williams	Defiance	Paulding	Van Wert
Mercer	Fulton	Henry	Putnam
Allen	Auglaize	Shelby	Lucas
Wood	Hancock	Hardin	Logan
Ottawa	Sandusky	Seneca	Wyandot
Marion	Union	Crawford	Monroe
Delaware	Erie	Huron	Richland
Lorain	Ashland	Cuyahoga	Medina
Wayne	Holmes	Summit	Lake
Geauga	Portage	Stark	Ashtabula
Trumbull	Mahoning	Columbiana	<u>Hamilton</u>

District #3

Lucas

District #4

Stark

District #5

Cuyahoga

District #6

All other counties not specified in the other districts

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	Knox	Licking
Fairfield	Hocking	Vinton	Jackson
Lawrence	Coshocton	Muskingum	Perry
Morgan	Athens	Meigs	Gallia
Tuscarawas	Guernsey	Noble	Washington
Carroll	Harrison	Jefferson	Belmont
Monroe			
District #2			
Williams	Defiance	Paulding	Van Wert
Mercer	Fulton	Henry	Putnam
Allen	Auglaize	Shelby	Lucas
Wood	Hancock	Hardin	Logan
Ottawa	Sandusky	Seneca	Wyandot
Marion	Union	Crawford	Monroe
Delaware	Erie	Huron	Richland
Lorain	Ashland	Cuyahoga	Medina
Geauga	Portage	Stark	Ashtabula
Trumbull	Mahoning	Columbiana	Summit

DEPARTMENT OF INDUSTRIAL RELATIONS

(Exception; Unit 7 Statewide) Eight (8) districts

District #1			
Williams	Defiance	Paulding	Fulton
Henry	Putnam	Lucas	Wood
Hancock	Ottawa	Sandusky	Seneca
Wyandot			
District #2			
Marion	Crawford	Morrow	Knox
Richland	Huron	Erie	Ashland
Lorain	Cuyahoga	Lake	Geauga
District #3			
Medina	Wayne	Summit	Stark
Portage			
District #4			
Ashtabula	Trumbull	Mahoning	
District #5			
Holmes	Coshocton	Tuscarawas	Harrison
Jefferson	Carroll	Columbiana	
District #6			
Licking	Fairfield	Perry	Muskingum
Morgan	Washington	Belmont	Monroe
Guernsey	Noble		
District #7			
Preble	Butler	Hamilton	Montgomery
Pickaway	Ross	Pike	Scioto

Warren	Clermont	Greene	Clinton
Brown	Fayette	Highland	Adams
Hocking	Vinton	Jackson	Lawrence
Gallia	Meigs	Athens	
District #8			
Van Wert	Mercer	Drake	Allen
Auglaize	Shelby	Miami	Hardin
Logan	Champaign	Clark	Union
Madison	Delaware	Franklin	

DEPARTMENT OF INSURANCE

Statewide

STATE LIBRARY

Statewide

DEPARTMENT OF LIQUOR CONTROL

Eight (8) Districts

District #1

Lorain	Cuyahoga	Medina	Lake
Geauga	Ashtabula	Ashland	Wayne
Holmes	Coshocton	Summit	Portage

District #2

Trumbull	Stark	Tuscarawas	Mahoning
Columbiana	Carroll	Harrison	Jefferson
Belmont	Noble	Monroe	

District #3

Williams	Defiance	Paulding	Van Wert
Fulton	Henry	Putnam	Allen
Lucas	Wood	Hancock	Ottawa
Sandusky	Seneca	Wyandot	Crawford
Erie	Huron		

District #4

Mercer	Auglaize	Shelby	Drake
Miami	Preble	Montgomery	Clark
Greene	Fayette	Warren	Clinton

District #5

Butler	Hamilton	Clermont	Brown
Highland	Adams		

District #6

Union	Madison	Delaware	Franklin
Pickaway	Licking	Fairfield	

District #7

Ross	Pike	Scioto	Hocking
Vinton	Jackson	Lawrence	Perry
Athens	Meigs	Gallia	Muskingum

2. Where there is a vacancy or less senior employee in the same, similar, or related classification as noted in Appendix I in any other OPSC institution in the state.
3. Same, similar, or related classifications as noted in Appendix I in Central Office and Central Office O.S.S.

**OHIO DEPARTMENT OF MENTAL RETARDATION AND DEVELOPMENTAL
DISABILITIES**
Six (6) Districts

District #1

Northwest Developmental Center
Tiffin Developmental Center

District #2

Applecreek Developmental Center
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
Springview 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			

District #2

Preble	Miami	Montgomery	Champaign
Clark	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			
District #7			
Tuscarawas	Carroll	Harrison	Belmont
Jefferson	Wayne	Holmes	Coshocton
Stark			
District #8			
Lake	Geauga	Ashtabula	Trumbull
Portage	Mahoning	Columbiana	

PUBLIC UTILITIES COMMISSION OF OHIO

Statewide

BOARD OF REGENTS

Statewide

DEPARTMENT OF REHABILITATION AND CORRECTION

District #1 - North

Institutions - Lima, Marion, Mansfield, Ohio Reformatory for Women, Northeast Pre-Release Center, Allen, Grafton, Lorain, Trumbull Toledo Correctional Institution, ~~North Central Painesville Oakwood Correctional Facility, Richland Correctional Institution, North Central Correctional Institution, Youngstown State Penitentiary.~~

Adult Parole Authority - Akron, Youngstown, Canton, New Philadelphia, Cleveland, Chardon, Mansfield, Defiance, Seneca, Elyria, Lima,

District #2 - Central

Institutions - Orient, Pickaway, Southeastern Correction Institution, London, Madison, Corrections Reception Center, Franklin Pre-Release Center, Belmont, Noble

Adult Parole Authority - Columbus District Offices

District #3 - South

Institutions - Lebanon, Chillicothe, Hocking, Southern Ohio Correctional Facility, Warren, Ross, Dayton, Montgomery

Adult Parole Authority - Athens, Cincinnati, Butler, Dayton, Lebanon, Chillicothe, Highland

District #4 - Statewide

Corrections Training Academy, Correctional Medical Center

District #5

Central Office, Ohio Penal Industries

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.

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	Tuscarawas
Vinton	Washington	Wayne	

District #3

Adams	Brown	Butler	Champaign
Clark	Clermont	Clinton	Darke
Fayette	Greene	Hamilton	Highland
Madison	Miami	Montgomery	Preble
Warren			

District #4

Allen	Ashland	Auglaize	Crawford
Defiance	Erie	Fulton	Hancock
Hardin	Henry	Huron	Knox
Logan	Lorain	Lucas	Marion
Mercer	Morrow	Ottawa	Paulding
Putnam	Richland	Sandusky	Seneca
Shelby	Union	Van Wert	Williams
Wood	Wyandot		

DEPARTMENT OF TAXATION

Ten (10) ~~Eight (8)~~ districts

District #1 Akron

Ashland	Medina	Stark	Tuscarawas
Holmes	Portage	Summit	Wayne
Mahoning	Richland	Trumbull	

District #2 Cincinnati

Adams	Clinton	Jackson	Warren
Brown	Gallia	Lawrence	Butler

Hamilton	Pike	Clermont	Highland
Scioto			
District #3 <u>Cleveland</u>			
Cuyahoga	Geauga	Lake	Lorain
Ashtabula	<u>Erie</u>	<u>Huron</u>	
District #4 <u>Columbus</u>			
Delaware	Hocking	Marion	Ross
Fayette	Knox	Morrow	Union
Fairfield	Licking	Perry	Vinton
Franklin	Madison	Pickaway	
District #5 <u>Dayton</u>			
Auglaize	Darke	Mercer	Preble
Champaign	Greene	Miami	Shelby
Clark	Logan	Montgomery	
District #6 <u>Lima</u>			
Allen	Hancock	Ottawa	Van Wert
Crawford	Hardin	Paulding	Williams
Defiance	Henry	Putnam	Wood
Erie	Huron	Sandusky	Wyandot
Fulton	Lucas	Seneca	<u>Logan</u>
<u>Auglaize</u>	<u>Mercer</u>	<u>Wyandot</u>	
District #7 <u>Toledo</u>			
<u>Williams</u>	<u>Defiance</u>	<u>Fulton</u>	<u>Henry</u>
<u>Lucas</u>	<u>Wood</u>	<u>Ottawa</u>	<u>Sandusky</u>
<u>Seneca</u>			
District #8 <u>Youngstown</u>			
<u>Ashtabula</u>	<u>Trumbull</u>	<u>Mahoning</u>	<u>Columbiana</u>
<u>Carroll</u>	<u>Jefferson</u>		
District #9 <u>Zanesville</u>			
Athens	Coshocton	Meigs	Noble
Belmont	Guernsey	Monroe	Washington
Carroll	Harrison	Morgan	Columbiana
Jefferson	Muskingum	<u>Tuscarawas</u>	
District #10			
Central Office			

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
Drake	Miami	Champaign	Montgomery
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			
Southeast Districts 5, 6, 10			
Southwest Districts 7, 8, 9			

VETERAN'S CHILDRENS HOME
Statewide

VETERANS HOME
Statewide

BUREAU OF WORKERS' COMPENSATION
Four (4) Districts

District #1

Lucas	Allen	Richland	
District #2			
Clark	Montgomery	Butler	Hamilton
District #3			
Cuyahoga	Summit	Stark	Mahoning
District #4			
Franklin	Muskingum	Belmont	Hocking
Scioto			

DEPARTMENT OF YOUTH SERVICES

Two (2) Districts

District #1

Maumee, Mohican, Indian River, Cuyahoga Hills, Cleveland, Toledo, Akron

District #2

Scioto Village/Riverview, BYC, TCY, TICO, Columbus, Dayton, Cincinnati, Athens

Note: All other Agencies are Statewide Districts

APPENDIX K - GUIDELINES FOR OCCUPATIONAL INJURY LEAVE

1. An employee of the Ohio Department of Mental Health, the Department of Mental Retardation and Developmental Disabilities, the Ohio Veterans Home, ~~the Ohio Veteran's Childrens Home~~ and Schools for the Deaf and Blind, Department of Rehabilitation and Correction, and the Department of Youth Services who suffers bodily injury inflicted by an inmate, patient, client, youth or student in the facilities of the above agencies shall be eligible for his/her regular rate of pay during the period he/she is disabled as a result of such injury but in no case to exceed 960 hours. This form of compensation shall be in lieu of Workers' Compensation. The employee may apply for Workers' Compensation while he/she is receiving occupational injury leave. Workers' Compensation may be received, if awarded, by the employee after the occupational leave is exhausted.
2. Pay made regarding this leave shall not be charged to the employee's accumulation of sick leave credit.
3. Employees who think they are eligible for this type of leave may apply to their Agency Designee within ~~ten (10)~~ **twenty (20)** days of the incident giving rise to the injury unless physically unable to do so.

Explanation:

The Union raised a concern that employees are not always aware of their right to OIL and with only a ten (10) day filing period sometimes fail to file timely. As the purpose of OIL is to compensate employees injured in the line of duty by persons in their custody or care, the State believed the increase in the filing period to be a positive move.

Attention:

Agency Labor Relations, Personnel and Payroll Officers; Agency Supervisors; Department of Administrative Services, Human Resources Division Offices of Benefits Administration and Payroll Administration.

Instructions:

Persons responsible for processing OIL applications should be aware of this change in filing deadline.

4. A statement of circumstances of the injury shall be filed with the Director of Administrative Services by the employee's Appointing Authority. This statement shall show conclusively that the injury was sustained in the line of duty and was inflicted by an inmate, patient, client, youth or student and did not result from accident or from misbehavior or negligence on the part of the employee. A statement by the injured employee recounting the circumstances of the injury shall accompany the Appointing Authority's statement.
5. The Appointing Authority shall **may** also obtain and file with the Director of Administrative Services the report of a physician designated by the Director of Administrative Services as to the nature and extent of the employee's injury.
6. The employee shall be obligated to **submit documentation from the attending physician indicating extent of the disability, to receive necessary medical treatment and to return to active work status at the earliest time permitted by his/her attending physician. Where a medical question is at issue, the Employer shall obtain a medical opinion conducted by a physician of the specialty for which the employee is receiving treatment (in any), mutually agreed to by**

the State and the employee's attending physician The independent physician shall render a medical opinion within thirty days of the selection and the decision of the independent physician shall be binding.

Explanation: *These changes clarify the responsibility for providing medical documentation is with the employee. Also the Employer now has a legitimate method by which to challenge medical issues. Previously the Employer was forced to rely on the opinion of only the attending physician.*

Attention: *Agency Directors; Agency Labor Relations, Personnel and Payroll Officers; Agency Supervisors; Department of Administrative Services, Human Resources Division, Office of Benefits Administration.*

Instructions: *Most of this provision will be administered by HRD Office of Benefits Administration. However, all persons involved in OIL claim processing should be familiar with the change.*

7. An employee on Occupation Injury Leave shall be exempt from the accumulation of vacation leave credit and sick leave credit as set for in Sections 28.01 and 29.01 of this contract.
8. If an employee's injury or disability as covered by the above guidelines extends beyond 960 hours he/she shall immediately become subject to Article 29, "Sick Leave", of this contract.
9. An employee is disqualified from receipt of benefits if the employee engages in any similar or similarly demanding occupation for wages or profit. If such an employee has already received the benefits, then he/she must reimburse the State in the amount of the benefits received. The employee may be subject to disciplinary action for violation of this Article.

APPENDIX M - DRUG-FREE WORKPLACE POLICY

Section 1. Statement of Policy1

- A. Both the State and the Union desire a workplace that is free from the adverse effects of alcohol and other drugs. As such, both parties acknowledge that substance abuse is a serious and complex, yet treatable, condition/disease that adversely affects the productive, personal and family lives of employees. The parties further acknowledge that substance abuse may lead to safety and health risks in the workplace, for the abusers, their co-workers, and the public-at-large. Accordingly, the State and the Union pledge to work collaboratively in programs designed to reduce and eradicate the abuse of alcohol and drugs.
- B. The Union recognizes the need to address problems associated with having on-duty employees under the influence of alcohol or drugs. The Union also recognizes the State's obligations under the Federal Drug-Free Workplace Act of 1988 and other Federal laws and regulations concerning the controlling of substance abuse in the workplace. At the same time, the State recognizes employees' rights to privacy and other constitutionally guaranteed rights, as well as the due process and just cause obligations of this Agreement. Both parties agree that the emphasis of any drug-free workplace programs shall be to prevent and rehabilitate employees and to abate risks created by employees who are on duty in an impaired condition.
- C. The State will periodically provide information and training programs concerning the impact of alcohol and other drug use on job performance, as well as information concerning the State's Employee Assistance Program and any other resources that an employee or his/her family may contact for assistance in overcoming an alcohol and/or other drug problem. All bargaining unit employees shall be furnished with a copy of the Employer's drug-free workplace policies ~~within sixty (60) day of the signing of this Agreement or~~ 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.

Random testing of DR&C and DYS employees shall not be implemented until January 1, 1998. Notice of these procedures will be provided to all employees covered by the testing no later than September 1, 1997. 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.

Explanation:

The factfinder recommended random drug testing for all employees of the Departments of Rehabilitation and Correction and Youth Services who have direct contact with inmates or youth.

Attention: *Departments of Rehabilitation and Correction and Youth Services Labor Relations Officers; Personnel and Human Resources Officers; and DAS Human Resources Division, Offices of Policy Development and Collective Bargaining.*

Effective Date: *January, 1998*

- 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 ~~physical and/or psychological disabilities~~ **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.
-

Explanation: *This is a housekeeping change.*

- 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 ~~preserved~~ **maintained pursuant to both Ohio and Federal laws**. Similarly, all records relating to drug tests and their results shall be maintained in ~~the strictest confidence~~ **accordance with Ohio and Federal laws**.
-

Explanation: *The language reflects the current practice regarding the maintenance of records.*

Attention: *Agency Labor Relations Officers, Personnel and Human Resources Officers; Agency Legal Counsels; and Department of Administrative Services, Human Resources Division, Offices of Policy Development and Collective Bargaining.*

Instructions:

Please direct questions concerning the maintenance of records to DAS, HRD, Office of Policy Development.

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

Section 2. Drug-Testing Conditions

A. State Testing

1. Reasonable Suspicion

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

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

Employees who have direct contact with inmates or youths in the Department of Rehabilitation and Correction and Department of Youth Services 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.

Explanation:

The changes in this Section clarify the types of drug testing that the Employer may conduct. The Employer may conduct reasonable suspicion and random testing pursuant to the Agreement, and will conduct other drug testing as required by Federal Laws and/or regulations.

Attention:

Agency Labor Relations Officers; Personnel and Human Resources Officers; Agency Legal Counsels; and Department of Administrative Services, Human Resources Division, Offices of Policy Development and Collective Bargaining.

Instructions:

Please direct questions concerning the maintenance of records to DAS, HRD, Office of Policy Development.

Effective Date:

January, 1998

Section 3. Testing Procedures and Guarantees

- A. ~~An employee reasonably suspected of using or abusing alcohol or other drugs, while on duty, or of being under the influence of same, while on duty, may be required to submit a urine specimen for testing for the presence of drugs or a breath sample for the testing of alcohol. The breath sample will be taken by the State Patrol or person qualified under OAC rule 3701-53-07. Urine specimen collection shall occur at the collection site designated by the Employer in a secure and private room and, if witnessed, shall be witnessed by a person of the same sex as the donor employee in accordance with standards provided under the guidelines published by the Department of Health and Human Services (DHHS)-National Institute of Drug Abuse (NIDA).~~
- B. ~~Prior to submitting the sample, the employee shall be required to complete a form indicating all drugs currently being taken and any toxic substances he/she may have been in contact with. This information will be forwarded to the laboratory with the samples. Such information shall not be released to the employer except as necessary to explain a test result.~~
- C. ~~All procedures and protocols for collection, transmission and testing of the employee's urine shall conform to the DHHS NIDA guidelines.~~
- D. ~~All procedures and protocols for collection and testing of the employee's breath shall conform to the methods and procedures set forth in Chapter 3701-53 of the Ohio Administrative Code. The instrument used must be listed in OAC Rule 3701-53-02A. A test result which indicates a .04% blood alcohol level will be considered a positive test.~~
- E. ~~All urine testing shall be conducted by a laboratory certified by the DHHS NIDA.~~
- F. ~~The urine testing shall consist of a two step procedure: (a) initial screening; and (b) confirmatory testing. If the screening procedure reveals a positive result, the sample shall be subjected to a different confirmatory test. Notification of test results to the affected employee's department head shall be withheld until the confirmatory test results are obtained. In those cases where the second test confirms the presence of alcohol or drug(s) in the employee's system, the sample shall be retained for a period of six (6) months to permit further testing, in case of a dispute. An employee has the right to submit information to explain the reason(s) for a positive test~~
- G. ~~The initial screening shall be accomplished by means of a Thin Layer Chromatography (TLC) or equally reliable testing procedure, and the confirmatory testing shall be accomplished by means of a Gas Chromatography/Mass Spectrometry (GC/MS).~~
- H. ~~Employees shall have the right to consult with a Union representative, if one is available within one hour prior to testing, and a Union representative may accompany the employee to the specimen collection site~~
- I. ~~Although no employee may be tested against his/her will, any employee who refuses to submit to a properly ordered drug test may be subject to disciplinary charges for insubordination consistent with the just cause standards set forth in Article 24 of this Agreement.~~

- J. ~~In all cases in which the employee provides a sufficient urine sample at the time of original sample collection, he/she has the right to a confirmatory test of a one half (1/2) portion of the original sample at a DHHS NIDA certified laboratory of the employee's choosing, at the employee's expense, within ten (10) working days after receipt of notice of the positive test result. To permit this and to ensure the integrity of samples, each sample shall be split by the DHHS NIDA certified laboratory under contract with the State to perform such tests at the time and place of collection and prior to testing. One part thereof shall be stored by such laboratory, to be disposed of by the direction of the employee.~~
- K. ~~When any sample is collected it shall be handled by proper chain of custody procedures from sample collection to return of the written report. Collection procedures shall be used which ensure security for the specimen, freedom from adulteration of the specimen, and privacy for the employee. Any failure to follow such procedures shall result in the elimination of the test results, as if no test had been administered. In such cases, the test results shall be destroyed, and no adverse action shall be taken against the employee.~~

A. State Testing

1. Procedures and protocols for the collection, transmission and testing of the employees' samples shall conform to the methods and procedures provided by Federal regulations pursuant to the Federal Omnibus Transportation Employee Testing Act of 1991.

2. Employees shall have the right to consult with a Union representative, if one is available one hour prior to testing, and a Union representative may accompany the employee to the specimen collection site as long as reasonable suspicion is called for by the Employer.

3. The random testing pools for DYS employees and DR&C employees shall be maintained on a State-wide basis that includes all employees in the Agency who are subject to random testing. The random testing pool shall be maintained and administered by the Drug-Free Workplace Services Program of the Department of Administrative Services. The percentage of employees to be tested annually will vary during the first two (2) years of the Agreement, the percentage of the employees to be tested annually at up to 30% of the random testing pool. During the last year of the agreement, the percentage of the employees to be tested annually can vary from 10% to 30% of the average total of the random testing pool.

4. Any DR&C or DYS employee whose name is selected to be randomly tested shall be tested within 72 hours after the Agency receives notice of the employee's selection.

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.

Explanation:

The changes in this Section set forth the testing procedures to be utilized for all types of testing. All testing procedures and protocols shall conform to Federal laws and/or regulations. Employees subject to State reasonable suspicion testing shall have the right to consult with a Union representative if one is available, one hour prior to testing. Additionally, in cases of reasonable suspicion testing a Union representative may accompany an employee to the specimen collection site.

The factfinder's recommendation regarding random testing for DR&C and DYS is incorporated in (A)(3). Please refer to the actual language for the specific information concerning maintenance of the testing pool and the percentage of employees to be tested.

Attention:

Agency Labor Relations Officers; Personnel and Human Resources Officers; Agency Legal Counsels; and Department of Administrative Services, Human Resources Division, Offices of Policy Development and Collective Bargaining.

Instructions:

Please contact DAS, HRD, Office of Policy Development for information and assistance in administering the program.

Effective Date:

March 1, 1997, for all testing except the DR&C and DYS random testing which is effective January, 1998.

Section 4. General Provisions Applicable To All Testing

~~E. 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.

~~M.~~ The DHHS NIDA established levels for each drug tested for shall be used to determine whether a test is positive with respect to that drug. Testing shall be limited to the following groups of substances: marijuana (THC); cocaine; amphetamines; opiates; and phenylelidine (PCP).

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

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

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

E. If the employee is sent home after notice is received by the Employer that he/she tested positive the Employer shall place the employee on administrative leave with pay pending notice of the pre-disciplinary meeting. If the employee does not waive the 72 hour pre-disciplinary meeting requirement, the employee shall be placed on approved administrative leave without pay and may use any accruals to cover the time off.

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

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

Explanation:

*This Section sets forth general provisions applicable to all testing. It establish the selection process for the random testing pool. The language provides the Union with an opportunity to audit the State’s sampling and testing procedures. The language provides for reassignment of an employee to non-safety sensitive positions after testing positive, or the right to place an employee on administrative leave with pay. It is recommended that agencies give an employee the pre-disciplinary notice at the time they give the employee notice of a positive test result, and hold the pre-disciplinary meeting immediately or as soon as practicable. If the agency is not able to hold the pre-disciplinary meeting immediately, the employee is to be placed on administrative leave with pay and must be paid until the pre-disciplinary meeting is conducted. If the employee refuses to waive the right to a seventy-two (72) hour notice of pre-disciplinary meeting, the employee will be placed on an **approved leave without pay**.*

Attention:

Agency Labor Relations Officers; Personnel and Human Resources Officers; Agency Legal Counsels; and Department of Administrative Services, Human Resources Division, Offices of Policy Development and Collective Bargaining.

Instructions:

Please contact DAS, HRD, Office of Policy Development for information and assistance in administering the program.

Section 5. Notice of Drug-Related Convictions

As required by the Federal Drug-Free Workplace Act of 1988, each employee covered by this Agreement is required to notify his/her agency head or his/her designee, within five (5) days after he/she is convicted of a violation of any federal or state criminal drug statute, provided such conviction occurred at the workplace or any location where the employee is working at the time of the incident which led to the conviction. Each agency is required to notify any federal agency with

which it has a contract or grant, within ten (10) days after receiving notice from the employee, of the fact of such conviction. Any employee's failure to report such a conviction will subject such employee to disciplinary action, up to and including termination consistent with the just cause standards set forth in Article 24 of this Agreement. An agency head or his/her designee may refer such employees to the Employee Assistance Program for referral and treatment.

Section 6. Disciplinary Action

On the first occasion in which any employee who is determined to be under the influence of, or using, alcohol or other drugs, while on duty, as confirmed by testing pursuant to this policy, the employee shall be given the opportunity to enter into and successfully complete a substance abuse program certified by the Ohio Department of Alcohol and Drug Addiction Services. No disciplinary action shall be taken against the employee, provided he/she successfully completes the program and is never again found to be under the influence of, or using or abusing, alcohol or other drugs, while on duty. **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.

Explanation:

The factfinder recommended the parameters for last change agreements related to this policy be incorporated in this provision. Last chance agreement remain in effect for no longer than five years; however, last change agreements may be for an unlimited duration if certain circumstances exist.

PLEASE NOTE: *The factfinder recommended that the change related to last chance agreements be applied to such agreements executed during the life of the 1994-1997 collective bargaining agreement.*

Please refer to the language for those circumstances.

Attention:

Agency Labor Relations Officers; Personnel and Human Resources Officers; Agency Legal Counsels; and Department of Administrative Services, Human Resources Division, Offices of Policy Development and Collective Bargaining.

Instructions:

Please direct any questions concerning the execution and/or implementation of last chance agreements to DAS, HRD, Offices of Policy Development and Collective Bargaining.

APPENDIX N

Memorandum of Understanding For Implementation of Work Areas For Mental Retardation, Department of Youth Services,and Ohio Veterans Home ~~and the Ohio Veteran's Children's Home~~ of 8/31/87

A. Work Areas for Mental Health, Mental Retardation, Department of Youth Services,and Ohio Veterans Home ~~and Ohio Veterans Children's Home~~

"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 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 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, DYS, OVH, and ~~OVCH~~ 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. Within thirty (30) days of this notice, the local Labor/Management team will meet to discuss the new work areas at the facility. 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.

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, DYS, and OVH ~~OVCH~~ 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.

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 3.

Listings of Employee Job Classifications in Mental Health, Mental Retardation, Department of Youth Services, and Ohio Veterans Home and ~~the Ohio Veteran's Childrens Home~~ Institutions Covered by the Memorandum of Understanding Concerning Work Area Assignments

Bargaining Unit No. 3

Psychiatric Attendant
Psychiatric Attendant Coordinator
Juvenile Correction Officer
Correction Officer
Youth Leader Specialist
Youth Program Specialist

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
Hospital Aide Trainer
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

Therapy Aide
Mental Health Technician 1
Mental Health Technician 2
Child Care Worker

Bargaining Unit No. 5

Correction Commissary Coordinator
Custodial Work Coordinator
Custodial Laundry Coordinator
Commissary Coordinator
Custodial Worker
Food Service Worker
Cook 1
Cook 2
Food Service Coordinator 1
Food Service Coordinator 2
Food Consultant
Correctional Food Service Coordinator 1
Correctional Food Service Coordinator 2
Baker

Bargaining Unit No. 14

Mental Health Administrator 1
Mental Health Administrator 2
Mental Health Administrator 3

Explanation: *The changes to this Article were all housekeeping.*

Attention: *Department of Administrative Services, Human Resources Division, Office of Collective Bargaining.*

APPENDIX P - UNIT-SPECIFIC AGREEMENTS
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 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 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.
- 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 an agency Labor/Management meetings that is established for this purpose.

4.10

The parties may mutually agree at facility Labor/Management meeting to utilize alternate overtime procedures.

UNIT 6

6.1 – Overtime

~~———— Overtime worked during the snow and ice season will be determined by the following procedures:~~

- ~~A. Overtime will be offered to those employees who normally perform the duties in the facility where they work according to Article 13.07 and the April 1988 Joint Labor/Management Agreement.~~
- ~~B. This procedure establishes the first list of employees eligible for overtime. After this list is exhausted, Management will offer the overtime opportunity to those Unit 6 employees who are qualified and volunteer for the overtime in the county where they live. This will constitute the second list. These employees are those who normally do not perform snow and ice duties.~~
- ~~C. Prior to the snow and ice season, Management will canvas those Unit 6 employees who normally do not perform snow and ice duties but are qualified and volunteer for overtime in the county where they live.~~
- ~~D. After the overtime opportunity is offered to the first list of employees and a sufficient number of employees have not accepted the overtime, the overtime opportunity will be offered to those Unit 6 employees on the second list. The second list will be arranged by seniority of those that volunteer. The overtime opportunity will be offered in rotating order. Management is not required to equalize the overtime opportunity for this list. Management will document all phone calls for call out to employees on the second list.~~
- ~~E. In the event an employee on the second list has been improperly bypassed, then the employee will be placed at the top of that list.~~
- ~~F. In the event an employee believes that he/she has been improperly bypassed for two consecutive times, the employee may file a letter of complaint directly to the Deputy Director of Labor Relations or designee who will investigate the complaint and render a decision.~~
- ~~G. If the overtime requirements are still not filled, Management may call Unit 7 employees who are qualified and volunteer for overtime.~~
- ~~H. If overtime opportunities are still available after the above process has been followed, Management may offer overtime opportunity to a non-bargaining unit employee.~~
- ~~I. Only those employees on the first overtime list have the right to grieve under Article 25 of the contract. (Those employees who normally perform the work of snow and ice removal.)~~

6.2 – Overtime Roster

~~———— The Agency agrees to post and maintain overtime rosters in areas where employees work and/or report in and shall make available a copy to a facility steward upon request within a reasonable period of time not to exceed five (5) work days. In the absence of a facility steward, a union staff representative may request this information. Posted overtime rosters shall be updated at least every pay period.~~

6.3 – Overtime Phone Log

~~———— The employer shall establish a phone log procedure to verify phone calls to employees being called out for the purpose of overtime. In the event there is a dispute about which employee(s) was/were called out, the phone log will be used for verification. In locations where there are computer verified phone calls, the computer list may be used.~~

6.4 - Educational Seminars and Training

Employees shall be notified as soon as reasonably possible in advance when they are to attend training and/or seminars if such training and/or seminars require an overnight stay.

6.5 - Standby

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 standby.

If the reason for stand-by is eliminated, management may cancel the stand-by with a telephone call direct to the employee with a follow up letter to the employee verifying the cancellation and the time cancelled.