

**CONTRACT**

Between



**THE STATE OF OHIO**

And



**Ohio Civil Service**

**Employees Association**

**AFSCME Local 11**

**AFL-CIO**

**January 1, 1992**

**January 31, 1994**

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## ARTICLE 1 -- RECOGNITION

### 1.01 -- Exclusive Representation

The Employer recognizes the Union as the sole and exclusive bargaining representative in all matters establishing and pertaining to wages, hours, and other terms and conditions of employment for all 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 the following certifications of the State Employment Relations Board (SERB):

85-RC-04-3287    85-RC-04-3291  
85-RC-04-3288    85-RC-04-3293  
85-RC-04-3289    85-RC-04-3483  
85-RC-04-3290    85-RC-07-3966

The classifications included in these certifications are 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

When the Office of Collective Bargaining determines that a bargaining unit employee otherwise covered by this Agreement, acts in a fiduciary capacity pursuant to Section 124.11 of the Ohio Revised Code, it shall notify the Union of said determination, and the position shall be removed from the bargaining unit. Disputes over the fiduciary capacity of an individual or position shall be resolved through the State Personnel Board of Review. 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 — Inclusions/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, and if unable to agree as to its inclusion or exclusion, shall submit the question to the SERB for resolution.

#### **1.04 — 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.

Further, it is the intent of the Employer in the creation and study of classifications to differentiate between supervisors and persons doing bargaining unit work. Whenever possible, such new and revised classifications will exclude supervisors from doing bargaining unit work.

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

### **ARTICLE 2 — NON-DISCRIMINATION**

#### **2.01 — Non-Discrimination**

Neither the Employer nor the Union shall discriminate in a way inconsistent with the laws of the United States or the State of Ohio or Executive Order 83 — 64 of the State of Ohio on the basis of race, sex, creed, color, religion, age, national origin, political affiliation, handicap or sexual orientation. Nor shall either party 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 shall not solicit bargaining unit employees to make political contributions or to support any political candidate, party or issue.

#### **2.02 — Agreement Rights**

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

#### **2.03 — 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.

### 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, 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.

### **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 agrees to furnish the appropriate union representatives a quarterly seniority list. The respective lists will include the employee's name, social security number, state seniority, classification seniority, classification series seniority, institutional seniority and agency seniority.

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 monies.

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 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.

### **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**

### **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.

#### 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 judgments brought or issued against the Employer as a result of any action taken or not taken as a result of the Union under the provisions of this Article.

### ARTICLE 5 — MANAGEMENT RIGHTS

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 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 or promotion. 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 consent except for Unit 3 and 6 employees in DYS and Rehabilitation and Corrections 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) 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.

#### **6.02 — Conversion of Temporary, Intermittent, Interim or Seasonal Employees**

A temporary, intermittent, interim 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 (½) 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.

### **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 — 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**

#### **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.

### **ARTICLE 9 — EMPLOYEE ASSISTANCE PROGRAM**

#### **9.01 — Joint Promotion**

The Employer and the Union recognize the value of counseling and assistance programs to those employees who have personal problems which interfere with their job duties and responsibilities. The Union and the Employer, therefore, agree to continue the existing EAP and to work jointly to promote the program.

#### **9.02 — 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 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 EAP shall also be an appropriate topic for Labor-Management Committees.

#### **9.03 — EAP Steward Training**

The Employer agrees to provide orientation and training about the EAP to union stewards. All new stewards shall receive 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. If the Employer initiates programmatic changes which would impact upon the EAP programs, all stewards shall receive training on the new program within a reasonable time.

#### **9.04 — Employee Participation in EAP**

A. Records regarding treatment and participation in the 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 EAP treatment program, the employee shall be required to waive confidentiality to the extent required to provide the Employer with reports regarding compliance or non-compliance with the EAP treatment program.

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

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

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

#### ARTICLE 10 — CHILD CARE

##### 10.01 — 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. Employees must have been employed full time since January 1 of the previous year to receive full reimbursement.

B. Full-time employees whose employment began after January 1 of the previous year are eligible for this program on a prorated basis.

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. Employees shall only be eligible for this program if they had an adjusted gross family income of less than \$30,000 for the previous calendar year and

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

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

**10.02 — 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.

##### 10.03 — Reimbursement Schedule

Maximum reimbursement shall be as follows:

(A) \$500.00 for one eligible child

(B) \$800.00 for two eligible children

(C) \$100.00 for each eligible child thereafter to a maximum family allotment of \$1000.00. Reimbursements shall be prorated by family income, as follows:

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

##### 10.04 — Dependent Care Spending Account Program

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

(A) It is in accordance with 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.

## 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, provisions set forth in Executive Order 83-62 of the State of Ohio, and Agency safety rules and regulations. Nothing in this Agreement shall imply that the Union has assumed legal responsibility for the health and safety of employees.

### 11.02 — Personal Protective Clothing and Equipment

Personal protective clothing and equipment required by the Agency to preserve the health and safety of employees shall be furnished and maintained by the Agency without cost to employees. The Agency may initially purchase other clothing items without assuming any further responsibility to maintain those same items. Disposable gloves, disinfectant, and mouth pieces will be accessible to Unit 3 employees while in direct care of patients, clients, inmates or youth.

### 11.03 — Unsafe Conditions

All employees shall report promptly unsafe conditions related to physical plant, tools and equipment 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 — 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. Centers for Disease Control Guidelines, hepatitis B vaccinations shall be provided upon request of employees, including those who have direct contact with institutional or former institutional cli-

ents, at no cost to the employee. The Agencies shall identify, with the aid of the Agency Health and Safety Committee(s), those positions which are at risk and shall develop written policies and procedures for administering the vaccination program.

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

**11.05 — 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.

**11.06 — 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 C.P.R. training on a regular basis.

All employees at work sites where there is a dispensary staffed by a medical professional shall have access to the dispensary.

**11.07 — Video Display Terminals**

The Employer shall provide ergonomically appropriate VDT equipment at all data and word processing stations purchased or installed after the effective date of the Agreement.

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 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.

**11.08 — 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.

**11.09 — Asbestos**

State-owned buildings where employees work shall be inspected for asbestos as expeditiously as possible but within the duration of this Agreement. The respective Health and Safety Committees shall be notified of the results of the inspections conducted during the life of this Agreement.

If an employee from an agency not housed in a state-owned facility has reason to suspect that there may be asbestos in that building, he/she may request an asbestos inspection by O.S.H.A. If asbestos is found in sufficient quantities to require abatement, the Employer will make every reasonable effort to insure that the building owner abates the problem.

In state-owned buildings, the Employer shall develop an asbestos abatement plan where necessary. A licensed asbestos abatement firm which has been approved by the Health Department shall perform the necessary work. The Health and Safety Committee shall be kept informed of the asbestos abatement program.

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

**11.10 — 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.

### 11.11 — 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 Accreditation 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. Receive copies of all accident and illness reports, lists of toxic materials and exposure records; when incident reports involve clients, patients and/or inmates, for purposes of confidentiality, a separate accident report will be prepared omitting the name(s) of the client(s), patient(s) or inmate(s);

E. Promote health and safety education; and

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

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

### 11.12 — 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.

### 11.13 — Duty to Report

All employees who are injured or who are involved in an accident 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.

### 11.14 — 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.

### 11.15 — Water and Restroom Facilities

Safe, chilled drinking water will be provided to all employees. Employees shall have access to restroom facilities in close proximity

ity 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.

#### 11.16 — 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.

#### 11.17 — Lounge Areas

Existing lounges shall be maintained by the Employer.

#### 11.18 — Emergency Phone Use

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

### ARTICLE 12 — STAFFING CONCERNS

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

### ARTICLE 13 — WORK WEEK, SCHEDULES AND OVERTIME

#### 13.01 — Standard Work Week

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

Work days and days off for full-time employees who work non-standard work weeks shall be scheduled according to current

practice or so that each employee shall have at least two (2) days off in any nine (9) day period. In addition, the Employer agrees to schedule each full-time employee with at least seventeen (17) weekends off per year in the Department of Mental Health, the Department of Mental Retardation and Developmental Disabilities and 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.

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

~~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 Corrections, Youth Services and the Ohio Veterans' Home and Ohio Veterans' 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 operation 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.

### 13.03 — Meal Periods

Employees (including but not limited to Correctional Officers, Youth Leaders, PUCO Investigators and Load Limit Inspectors) 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.

### 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

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.

### 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 cir-

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.

### 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. 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.

### 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 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 (1½) 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.

### 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 in any calendar week. Compensatory time off will be earned on a time and one-half (1½) 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.

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.

### 13.11 — Wash-Up Time

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

### 13.12 — Stand-By Pay

An employee is entitled to stand-by pay if he/she is required by the Agency in writing to be on stand-by, that is, to be available for possible call to work. If it is not practical to notify an employee in writing regarding stand-by status, the employer may utilize oral or telephone means. Stand-by status may be cancelled 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.

### 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 Corrections. 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 in the Department of Youth Services and for direct care staff in the Ohio Veterans' Childrens Home now in effect shall be continued except as mutually agreed otherwise. There shall be no split shifts for full-time employees.

### 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 (1½) 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.

### 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.

### 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. 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 (5) percent above his/her current step rate of compensation.

## ARTICLE 14 — (RESERVED FOR FUTURE USE)

## ARTICLE 15 — EMPLOYMENT SECURITY

A Joint State/OCSEA Committee on employment security consisting of not more than five 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 re-training.

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 — Definition

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

A. State seniority — the total length of continuous service in a permanent position or succession of positions within the employ of the State dating back to the last date of hire;

B. Classification seniority — the length of continuous service in a classification beginning with the last date of hire or transfer into said classification;

C. Classification series seniority — the length of continuous service in a classification series beginning with the last date of hire or transfer into said classification series;

D. Institutional seniority — the length of continuous service in an institution beginning with the last date of hire or transfer into said institution;

E. Agency seniority — the total length of continuous service within the employ of the Agency dating back to the last date of hire or transfer into the Agency.

#### Part-time and Fixed Term Seasonal Employees

Part-time and fixed term seasonal employees covered by this Agreement will have their time prorated towards the calculation of seniority. For example, an employee who works twenty (20) hours per week will earn one year's seniority after two (2) years of work.

#### 16.02 — Continuous Service

Continuous service shall be interrupted only by the following:

- A. Separation because of resignation;
- B. Discharge for just cause;
- C. Failure to return from leave of absence;
- D. Failure to respond to recall from layoff;
- E. Disability separation.

Continuous service is not interrupted in the following examples:

- 1. An employee on disability leave for less than three years has not experienced a break in service and shall continue to earn seniority and service credits while on leave.
- 2. An employee who is on disability separation and is properly reinstated within three (3) years from date of the separation has not experienced a break in service and shall continue to earn seniority while on separation.
- 3. An employee on Workers' Compensation has not experienced a break in service and shall continue to earn seniority and service credits while on Workers' Compensation.
- 4. An employee who is laid off and recalled within twenty-four months has not experienced a break in service and shall continue to earn seniority and service credits while on layoff.
- 5. An employee who is laid off and is re-employed, i.e. not recalled by any State Agency, but is hired by any State Agency, within twenty-four months has not experienced a break in service. This employee would continue to earn seniority and service credits while on layoff.
- 6. An employee leaves the bargaining unit to work in a position not covered by this Agreement, and later returns to a bargaining unit position. However, the time spent in a position not covered by this Agreement, other than a temporary working

level assignment, shall not be included in the calculation of seniority under Section 16.01.

#### 16.03 — Identical Hire Dates

Where two (2) or more employees have the same seniority dates for determining job rights, then state seniority shall be used to determine the senior employee. Should a tie still exist, seniority then shall be based on the time stamped on the employee Personnel Action by the Department of Administrative Services. Should a tie still exist, or the date stamp is illegible, the last four (4) digits of the social security number shall be used to determine which employee has the most seniority. The employee with the highest number would be declared the most senior and the next highest number would be the next most senior and so on. (The highest number would be 9999, the lowest 0000.)

### ARTICLE 17 — PROMOTIONS, TRANSFERS, AND RELOCATIONS

#### 17.01 — Policy

The Employer retains the right to determine which vacancies to fill by either permanent transfer or promotion. The Employer has the right to move employees and positions through relocations pursuant to Section 17.08.

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.

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.

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.

#### 17.03 — Promotional/Lateral Transfers Probationary Period

Employees who are promoted/laterally transferred shall serve a probationary period pursuant to Section 6.01. 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 or lateral transfer if the employee fails to perform the job requirements of the new position to the Employer's satisfaction.

#### 17.04 — 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.

#### 17.05 — Applications

Employees may file timely applications for permanent transfers, promotions or lateral transfers. 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 within the office (or offices if there is more than one office in the county), "institution" or county where the vacancy is located, who presently hold a position in the same, similar or related classification series (see Appendix J), and who possess and are proficient in the minimum qualifications contained in the classification specification and the position description.

2. 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.

3. 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.

4. 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.

5. All other employees of the Agency.

6. All other employees of the State.

ODOT positions designated as district-wide positions shall be reviewed pursuant to (3) and (4) 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.

#### 17.06 — Selection

A. In cases of promotion:

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." 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. 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 same process shall be followed for those employees identified under Section 17.05 (AX2).
  3. If no selection is made in accordance with the above, then the Agency will first consider those employees filing bids under Sections 17.05 (AX3) and 17.05 (AX4). Employees bidding under Sections 17.05 (AX4) shall have grievance rights through Step 4 to grieve non-selection. Employees bidding under Sections 17.05 (AX5) or (AX6) shall have no rights to grieve non-selection.
  4. If a vacancy is not filled as a promotion pursuant to Sections 17.05 and 17.06, 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 be promoted and be given credit in the minimum qualifications of the position description and the classification specifications. If there are multiple applicants, the selection will be made from the most senior applicant that meets minimum qualifications as stated above. In places where there are work area agreements no more than 10% of the employees may make lateral transfers either to or from one institution to another in a calendar year. However, in Rehabilitation and Corrections each institution may fill up to 25% of their posted positions under this section through lateral transfers from other institutions in a calendar year.
- B. 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.

#### **17.07 — Civil Service Examinations**

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 may require the use of proficiency testing in determining qualifications.

#### **17.08 — 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 (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 the Union updated on any changes as soon as practicable. Notices to the Union of a layoff or job abolition shall be considered adequate notice of an excess.

#### **17.09 — 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 perma-

nently 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) work-days.
- 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.

#### 17.10 — Demotions

Job movements to a lower pay range are demotions. Employee requested demotions shall only be done with the approval of the Employer.

#### 17.11 — Nepotism

No employee shall be directly supervised by a member of his/her immediate family.

#### 17.12 — 1000 Hour Transfer

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

## ARTICLE 18 — LAYOFFS

#### 18.01 — Layoffs

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

#### 18.02 — Guidelines

Retention points shall not be considered or utilized in layoffs. Performance evaluations shall not be a factor in layoffs. Layoffs shall be on the basis of inverse order of state seniority.

#### 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 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 lay-off" 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.

**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.

**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).

**18.06 — Limits**

There shall be no bumping for Bargaining Unit 3 employees in the Department of Rehabilitation and Corrections. 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.

**18.07 — Geographic Divisions**

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

**18.08 — 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.

**18.09 — 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 shall be recalled first (see Appendix I). Employees shall be recalled to a position for which they meet the minimum qualifications as stated in the Classification Specification. 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. 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.

**18.10 — Re-employment**

Re-employment rights in other agencies shall be pursuant to Administrative Rule 123:1-41-17. Such rights shall be for twenty-four (24) months.

### **18.11 — Placement**

The Union and the Agency may agree, in writing, to place an employee to be laid off in an existing vacancy which may not be otherwise available through the employee's displacement rights. 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.

## **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 Director or designee shall investigate and issue a decision within fifteen (15) calendar days. If the parties mutually agree, a meeting to attempt to resolve the grievance may be held at the grievant's worksite prior to the issuance of the decision of the Director or designee. If the Director or designee determines that the employee is performing duties not contained within the employee's classification, the Director shall direct the immediate discontinuance of the duties by the employee.

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 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 classification. In no event shall the monetary award be retroactive to a date earlier than four (4) calendar 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 the Office of Collective Bargaining**

If the Union or the employee is not satisfied with the decision of the Agency Director or designee, they may appeal the decision to the Office of Collective Bargaining. This appeal must be filed within ten (10) calendar days of the employee's or Union's receipt of the Agency Director's decision or date it is due.

After the receipt of such grievance, the Director of the Office of Collective Bargaining shall investigate and issue a decision within thirty (30) calendar days. Such decision shall contain the rationale upon which the decision is based. A copy of the decision shall be provided to OCSEA Central Office and the grievant or the employee, whoever appealed the Agency decision.

If it is determined that the employee is performing duties not contained within the employee's classification, the Director of the Office of Collective Bargaining shall direct the Agency to immediately discontinue such assigned duties. The determination of a monetary award shall be in accordance with Section 19.02 — Step 1 above.

#### **Step 3 — Appeal to Arbitration**

If the Union is not satisfied with the decision of the Director of the Office of Collective Bargaining, the grievance may be appealed to arbitration, in writing, within twenty (20) days of the Office of Collective Bargaining answer or date it was due.

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

Present at the hearing shall be a union representative, 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 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 direct 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.

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

#### **19.03 — Holding Classes**

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

- A. The employee's current position description;
- B. The classification specification in effect at the time of the appeal, which is the non-holding equivalent to the employee's current classification; and
- C. Current classification specification containing the duties the employee or Union alleges are those of the higher classification.

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

#### **ARTICLE 20 — (RESERVED FOR FUTURE USE)**

#### **ARTICLE 21 — PRODUCTIVITY AND QUALITY COMMITTEE**

##### **21.01 — Committee Structure**

There shall be a joint statewide Productivity and Quality Committee established prior to July 1, 1992, with responsibility to study, recommend and implement proposals concerning major issues of productivity and quality, including the quality of work life

and the quality of union-management relationships. The Committee shall consist of five (5) persons from the State and five (5) persons from the Union and shall include the Director of Administrative Services and the Executive Director of the Union. The chair of the Committee shall be selected by the parties from among the members of the Committee. The Committee shall be advisory in nature only and shall be dissolved upon the termination of this Agreement, unless otherwise mutually agreed.

##### **21.02 — Committee Purpose**

The Committee shall address means of improving productivity and quality through activities including, but not limited to the following:

- A. Conducting empirical research;
- B. Undertaking productivity studies and demonstration projects;
- C. Utilizing joint labor-management training programs;
- D. Investigating and establishing productivity incentive programs;
- E. Suggesting agency-level work place improvement projects; and
- F. Fostering cooperative union-management initiatives at all levels.

##### **21.03 — Schedule and Funding**

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

#### **ARTICLE 22 — PERFORMANCE EVALUATION**

##### **22.01 — Use**

The Employer may use performance evaluations pursuant to the Ohio Administrative Code Chapter 123:1-29, except as modified by this Article. All Agencies shall use the performance evaluation form developed in January of 1988. If an Agency chooses to use a performance evaluation instrument different than that utilized by the Department of Administrative Services, it shall notify the Union and consult with it prior to implementing the new instrument.

### **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**

### **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.

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.

### **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 copy 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.

### **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. 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. One or more suspension(s);
- D. 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 employee's 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.

#### 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 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. ~~When the employee and his/her representative shall be informed in writing of the reason 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, 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.

#### **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**

Unless mandated by federal law or regulation, there will be no random drug testing of employees covered by this Agreement. Any reasonable suspicion testing shall be conducted pursuant to Appendix M.

#### **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 successful completion of the program, 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 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. 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 heard in the grievance and arbitration procedure, in another forum, subject only to the State's right to file a motion for deferral.

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). 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. All grievances shall be routed 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 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.

G. Oral reprimands shall be grievable through Step Two. Written reprimands shall be grievable through Step Three. If a 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. All settlement agreements 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.

**25.02 — Grievance Steps**

**Step 1 — Immediate Supervisor**

The grievant and/or the Union shall orally raise the grievant with the grievant's supervisor who is outside of the bargaining unit. The supervisor shall be informed that this discussion consisting 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 prevent a grievant from having knowledge of an occurrence, then the time lines shall be extended by the number of days the employee was on such leave except that in no case will the extension exceed sixty (60) days after the event. The immediate supervisor shall render an oral response to the grievance within three (3) working days after the grievance is presented. If the oral grievance is not resolved at Step One, the immediate supervisor shall prepare and sign a written statement acknowledging discussion of the grievance, and provide a copy to the Union and the grievant.

**Step 2 — Intermediate Administrator**

In the event the grievance is not resolved at Step One, 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 answer or the date such answer was due, whichever is earlier. The written grievance shall contain a statement of the grievant's complaint, the section(s) of the Agreement allegedly violated, if applicable, the date of the alleged violation and the relief sought. The form shall be signed and dated by the grievant. Within seven (7) days after the grievance is presented at Step Two, the intermediate administrator shall discuss the grievance with the Union and the grievant. The intermediate administrator shall render a written answer to the grievance within eight (8) days after such a discussion is held and provide a copy of such answer and return a legible copy of the grievance form to the grievant and a copy to one representative designated by the Union.

**Step 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 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. In the Ohio Department of Transportation Step 3 meetings will normally be held at the worksite of the grievant. If the meeting is held at the district headquarters the chief steward, will be permitted to represent.

The Agency Head or designee shall process grievances in the following manner:

**A. Disciplinary Grievances (suspension and removal)**

The Step 3 grievance response shall be prepared by the Agency Head or designee and reviewed by the Office of Collective Bargaining. The response will be issued by the Agency Head or designee within thirty-five (35) days of the meeting. The response shall be forwarded to the grievant and a copy to one representative designated by the Local Chapter Officer. 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.

If the grievance is not resolved at Step 3, the Union may appeal the grievance to arbitration by providing written notice and a legible copy of the grievance form to the Director of the Office of Collective Bargaining within thirty (30) days of the answer, or the due date of the answer if no answer is given whichever is earlier.

**B. All other grievances**

The Agency Head or designee shall give his/her written response and return a legible copy of the grievance form within fifteen (15) days following the meeting. The Agency shall forward the response to the grievant and a copy to one representative designated by the Local Chapter Officer.

**Step 4 — Office of Collective Bargaining Review**

If the grievance is not settled at Step Three, pursuant to Step B, the Union may appeal the grievance in writing to the Director of the Office of Collective Bargaining by sending written notice, and a legible copy of the grievance form to the Employer, within ten (10) days after the receipt of the Step Three answer, or after such answer was due, whichever is earlier.

The Director of the Office of Collective Bargaining or his/her designee shall issue a full response to the Union and the grievant within twenty-one (21) days of the appeal. The response will include a description of the events giving rise to the grievance and the rationale upon which the decision was rendered. The Director of the Office of Collective Bargaining may reverse, modify or uphold the answer at the previous step or request a meeting to discuss resolution of the grievance.

A request to discuss the resolution of the grievance shall not extend the thirty (30) days in which the Union has to appeal to arbitration as set forth in Step Five.

**Step 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 Director of the Office of Collective Bargaining within thirty (30) days of the answer, or the due date of the answer if no answer is given, in Step Four.

**25.03 — Arbitration Procedures**

Both 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 Panel**

A. The parties agree that a panel of twelve (12) arbitrators shall be selected to hear arbitration cases covered under this Agreement. The procedure for selecting this panel 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 twelve (12) arbitrators, 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 from the panel 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 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.

#### **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 and 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 — 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 of the grievance procedure within fourteen (14) days of notification of such action.

**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.

**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 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 5, by formal notice to the other party. The parties may submit other issues by mutual agreement.

C. 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.

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.

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.

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

**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.

The parties agree that during the term of this Agreement a new grievance mediation/resolution procedure will be developed and put into effect. This dispute resolution mechanism shall be used to reduce the number of grievances that have been advanced to arbitration before and during this Agreement. The parties agree that they will enter into a separate written Agreement reflecting the grievance mediation/resolution procedures that will be adopted.

**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 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 10-hour day will receive 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 (1½) times their regular rate of pay, or granted compensatory time at the rate of one and one-half (1½) 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. The Agency reserves the right to determine the number of employees needed to work the holiday.

**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 (½) hour.

#### **27.04 — Notification and Approval of Use of Personal Leave**

Personal leave shall be granted if an employee makes the request with 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.

**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 personal leave not used prior to the pay period which includes December 1 may be carried forward or paid at the employee's option. Maximum accrual of personal leave shall be forty (40) hours.

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

An employee who is separated from state services 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.

**ARTICLE 28 — VACATION**

**28.01 — Rate of Accrual**

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

Length of State Service	Accrual Rate	
	Per Pay Period	Per Year
Less than 1 year	3.1 hours	80 hours <i>(upon completion of 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.

**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.

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

**28.03 — Procedure**

Vacation leave shall be taken only at times mutually agreed to by the Agency and the employee. 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 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 of 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 (½) for the time the employee is in on-duty status. The employee shall also be reimbursed for any costs incurred as a result of canceling or returning from his/her vacation upon submission of appropriate evidence.

#### 28.04 — Payment Upon Separation

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

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

#### 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 regardless of whether or not the child 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, rounded to the nearest one half (1/2) hour. Employees shall be paid for sick leave used at their regular rate. After employees have used all of their accrued sick leave, they may choose to use accrued vacation, compensatory time or personal days or may be granted leave without pay.

#### 29.03 — Notification

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

If sick leave continues past the first day, the employee will notify his/her supervisor or designee every day 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.

#### 29.04 — Sick Leave Policy

It is the policy of the State of Ohio to grant 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.~~ (use of more sick leave than granted.)

### III. Procedure

A. Notification of leave balance  
Sick leave usage will be measured from December 1 through November 30 of each year. When an employee's sick leave balance reaches or falls below 16 hours of new sick leave according to the payroll journal, the Personnel Department will notify the employee using "Notification of New Sick Leave Balance" form of his/her sick leave balance. Copies will go to the Agency Head or designee, immediate supervisor and Labor Relations Officer. The Agency Head or designee or the Labor Relations Officer will make himself/herself available if the employee wishes to discuss extenuating or mitigating circumstances.

If and/or when the new sick leave balance is exhausted, the Personnel Office will again notify the employee in writing of a zero balance in new sick leave with copies to the Agency Head or designee, the immediate supervisor, and the Labor Relations Officer. The Agency head or designee and the Labor Relations Officer shall jointly meet with the employee to discuss his/her use of sick leave. The purpose of this meeting shall be to allow the employee the opportunity to discuss any extenuating circumstances concerning the use of sick leave of which the supervisor should be aware. This meeting is not for the purpose of requiring the employee to explain his/her prior use of sick leave, nor is it to be considered as disciplinary in nature.

#### B. 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 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.

#### C. 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.

#### D. 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. Short of a satisfactory explanation, the Agency Head or designee may begin corrective and progressive disciplinary action.

#### 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%). An employee not exercising a choice will automatically have the hours carried forward. An employee who terminates state service or retires shall convert to cash any sick leave accrued at the employee's regular rate of pay at the time 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.

### ARTICLE 30 — ADMINISTRATIVE LEAVE 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 any juror fees received, excluding travel or meal allowances, to the Agency.

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

#### 30.04 — Voting

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

### **30.05 — Witness Duty**

Employees subpoenaed to appear before any court, commission, board or other legally constituted body authorized by law to compel the attendance of witnesses shall be granted leave with pay at the 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.

### **30.06 — Professional Meetings**

Employees with technical or specialized skills and who exercise independent judgement 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.

## **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. If an employee is serving as a union representative or 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.
- B. If an employee is pregnant, up to six (6) months leave after all other paid leave has been used.
- C. 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. Except in the case of Workers' Compensation cases, 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 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 Workers' Compensation cases, where the Employer questions the employee's ability to perform his/her regularly assigned duties, the Employer will use the procedure spelled out in the Workers' Compensation laws and regulations to determine if the employee is able to perform his/her duties.

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.

If an employee enters military service, his/her employment will be separated with the right to reinstatement in accordance with federal statutes.

### **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 within five (5) working days 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.

**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-two and one-half cents (\$.225) per mile. Effective July 1, 1992, the mileage allowance will be increased to \$.24. Effective July 1, 1993, the mileage allowance will be increased to \$.25. If an employee uses a motorcycle, he/she will be reimbursed no less than eight and one-half cents (\$.085) per mile.

**32.03 — Travel Reimbursement**

If an employee is required to work over sixty (60) miles from his/her normal work location, he/she shall receive the appropriate in-state or appropriate out-of-state reimbursement. The Agency may waive the sixty (60) mile limitation when it is operationally efficient.

**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 \$45.00 plus tax per day for lodging and \$20.00 per day for meals. Effective July 1, 1992, the maximum rate for lodging shall be increased to \$50.00, plus tax. Effective July 1, 1993, the maximum lodging rate shall be increased to \$55.00, plus tax. These rates shall

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

**32.05 — Out-of-State Travel**

If the Agency requires an employee to stay overnight out of the state, the employee shall be reimbursed the actual cost within reason for lodging and \$25.00 per day for meals. These rates shall be adjusted upward in accordance with the Office of Budget and Management regulations should the reimbursement rates increase.

**32.06 — Payment**

The State shall be committed to making reimbursement to employees within 30 days of submission of completed and proper expense reports. The 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 30 days, the Agency shall pay the employee interest on the amount due in accordance with the Office of Budget and Management guidelines on prompt payment, or \$1.00, whichever is greater.

Agencies which currently have petty cash funds for travel purposes shall maintain those accounts in order to make post travel reimbursements after review of completed and proper expense reports, pursuant to guidelines issued by the Office of Budget and Management.

The State is committed to the continuance of the State credit card program.

**32.07 — 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.

**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) per year for uniform cleaning.

### 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 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 of a Workers' Compensation award, the Employer shall continue group health insurance 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.

### 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 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, or shall allow the employee to choose an automatic restoration of those leave balances through an assignment of benefits.

### 34.03 — Other Leave Usage to Supplement Workers' Compensation

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

### 34.04 — Occupational Injury Leave

Employees of the Department of Mental Health, The Department of Mental Retardation and Developmental Disabilities, The Ohio Veterans' Home, The Ohio Veterans' Children's Home and Schools for the Deaf and Blind, The Department of Rehabilitation and Corrections, 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 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 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.

## ARTICLE 35 — BENEFITS

### 35.01 — Health Insurance

The Employer shall provide a Comprehensive Health Care Insurance Program to employees. This "unified" Health Care Plan (hereinafter referred to as Ohio Med) shall be comparable to the program outlined in Section 35.03.

The State shall contribute 88% of the premium cost of the Ohio Med Plan until three months after the implementation of the Preferred Provider Organization after which date the State shall contribute 90% of the premium cost.

In addition to the State's Comprehensive Health Insurance Plan, the Employer may contract with various Health Maintenance Organizations (HMO's) to offer health insurance. All such

HMO's shall offer at least the core benefits outlined in Section 35.04. Employees may elect to enroll in an HMO during any open enrollment period. For employees electing to participate in an HMO, the Employer shall contribute to the HMO the same percent of its total rate as it contributes to the State's Comprehensive Health Plan, except that under no circumstances will the Employer contribute more actual dollars to an HMO than is contributed to the State's Comprehensive Plan.

Eligibility provisions for employees enrolling in State-provided health care plans shall remain the same as those in effect on June 30, 1992.

### 35.02 — Joint Health Care Committee

The State agrees to retain the Joint Health Care Committee (JHCC), which shall include representatives of all unions who serve as exclusive agents in bargaining units one (1) through fifteen (15). OCSEAA/FSCME shall have a majority of the votes within the

union side of that Committee. Each Union shall have a number of representatives equal to the number of bargaining units which that Union represents. Total management votes and total union votes on the Committee shall be of an equal number.

The Committee shall advise the Director of the Department of Administrative Services on the operation of the Ohio Med Plan, Health Maintenance Organizations, dental and vision plans, mail-order drug program, utilization and cost containment provisions and employee education programs. Recommendations of the Joint Committee will be presented to the Director in writing.

The recommendations shall be signed by the co-chairs (one representing and selected by management and one representing and selected by the unions on the Committee.)

Within forty five (45) days of the receipt of a formal recommendation from the Joint Committee, the Director will do one of the following:

1. Formulate a plan as to how the recommendation will be put into effect and communicate that plan to the co-chairs of the Committee.
2. Explain in writing to the Committee how he/she wishes to modify the recommendation and how that modified recommendation will be placed in effect, or
3. Explain in writing to the Committee why he/she is not willing to accept their recommendation.

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

Specific other functions of the Committee shall include:

1. Recommend specifications for administering HMOs offered to State employees and monitor the operations of HMOs.
2. Evaluate the effectiveness of cost containment provisions, and review claim appeal and other dispute resolution procedures concerning health care issues.
3. Review claim appeal and other dispute resolution procedures concerning Ohio Med, HMOs, and other health care programs.
4. Recommend what data will be required from the various firms that are under contract with the State Benefit Program and review that data regularly.

- 13. 83811 Soils Resource Specialist
  - 83821 Geologist 1
  - 83822 Geologist 2
  - 83823 Geologist 3
  - 83824 Geologist 4
  - 14. 85110 Architect Associate
  - 85111 Architect
  - 85211 Plans Examiner
  - 15. 64921 Hazardous Material Specialist (see also Unit 7, Group 31)
  - 85710 Environmental Engineer Intern
  - 85711 Environmental Engineer 1
  - 85712 Environmental Engineer 2
  - 85721 Air Quality Engineer 1
  - 85731 Water Quality Engineer 1
  - 85861 Environmental Specialist 1 (see also Unit 7, Group 46)
  - 85862 Environmental Specialist 2
  - 16. 83831 Horticulturist 1
  - 83832 Horticulturist 2
  - 85910 Landscape Architect Aide
  - 85911 Landscape Architect 1
  - 85912 Landscape Architect 2
  - 17. 52642 Audio/Visual Production Specialist (see also Unit 7, Group 33)
  - 18. 82322 Photogrammetrist 1 (see also Unit 7, Group 42)
  - 82323 Photogrammetrist 2 (see also Unit 7, Group 42)
  - 82324 Photogrammetrist 3 (see also Unit 7, Group 42)
  - 19. 63281 Facilities Planner (see also Unit 14, Group 21)
  - 20. 85311 Planner 1
  - 85312 Planner 2
  - 30530 Planner 2
  - 30532 Planner 3
  - 21. 83231 Entomologist
  - 84641 Health Physicist 1 (see also Unit 7, Group 47)
  - 84642 Health Physicist 2 (see also Unit 7, Group 47)
  - 30530 Health Physicist 1 (see also Unit 7, Group 47)
  - 22. 85621 Design Specialist 1 (see also Unit 7, Group 41, 43 and 44)
  - 85822 Design Specialist 2 (see also Unit 7, Group 41, 43 and 44)
  - 85823 Design Specialist 3 (see also Unit 7, Group 41, 43 and 44)
  - 85824 Design Specialist 4 (see also Unit 7, Group 41, 43 and 44)
  - 85831 Construction Project Specialist 1 (see also Unit 7, Group 41, 43 and 44)
  - 85833 Construction Project Specialist 2 (see also Unit 7, Group 41, 43 and 44)
  - 85834 Construction Project Specialist 3 (see also Unit 7, Group 41, 43 and 44)
  - 85835 Construction Project Specialist 4 (see also Unit 7, Group 41, 43 and 44)
  - 85841 Testing Specialist (see also Unit 7, Group 41, 43 and 44)
  - 85851 Bridge Specialist (see also Unit 7, Group 41, 43 and 44)
  - 23. 65761 Epidemiology Investigator 1
  - 65762 Epidemiology Investigator 2
  - 65763 Epidemiology Investigator 3
- Classification Groupings — Bargaining Unit 14**
- 1. 12381 Data Security Specialist
  - 46131 Lottery Game Security Specialist (see also Unit 3, Group 4)
  - 30530 Security Specialist (see also Unit 3, Group 4)
  - 63151 Publication Specialist 1
  - 63152 Publication Specialist 2
  - 64411 Information Writer 1
  - 64412 Information Writer 2
  - 64413 Publications Editor
  - 64420 Public Information Specialist
  - 3. 12391 Data Systems Coordinator 1
  - 12392 Data Systems Coordinator 2
  - 52481 Telecommunications Network Operator 1 (see also Unit 9, Group 14)
  - 52482 Telecommunications Network Operator 2 (see also Unit 9, Group 14)

52491 Telecommunications Analyst (see also Unit 9,  
Group 14)

64111 Programmer/Analyst 1  
 64112 Programmer/Analyst 2  
 64113 Programmer/Analyst 3  
 64114 Programmer/Analyst 4  
 64115 Programmer/Analyst 5  
 64121 Systems Analyst 1  
 64122 Systems Analyst 2  
 64123 Systems Analyst 3  
 64141 Programmer Specialist 1  
 64142 Programmer Specialist 2  
 64151 Data Base Analyst 1  
 64152 Data Base Analyst 2  
 64161 Computer Consultant 1  
 64162 Computer Consultant 2  
 64171 Computer Acquisition Analyst 1  
 64172 Computer Acquisition Analyst 2  
 64173 Computer Acquisition Analyst 3  
 64181 Minicomputer Operations Technician  
 64182 Minicomputer Systems Programmer  
 64191 Systems Programmer 1  
 64192 Systems Programmer 2  
 30091 Software Programmer  
 30529 Data Systems Coordinator 1  
 30530 Data Systems Coordinator 2  
 30530 Programmer/Analyst 2  
 30531 Programmer/Analyst 3  
 30533 Programmer/Analyst 5  
 30533 Systems Analyst 1  
 30533 Software Specialist 1  
 64521 Purchasing Specialist  
 64522 Purchasing Agent  
 64523 Purchasing Coordinator  
 64552 Inventory Control Specialist 2  
 64571 Business Enterprise Specialist  
 64574 Business Enterprise Program Coordinator  
 64591 Purchasing Standards Analyst  
 30530 Purchasing Coordinator

4.

5. 64651 Trainer  
 64652 Training Officer  
 30101 Training Specialist  
 30528 Trainer  
 30529 Training Officer 1  
 30531 Training Officer 2  
 6. 84511 Appraiser 1  
 84512 Appraiser 2  
 84513 Appraiser 3  
 84514 Appraisal Specialist  
 84521 Review Appraiser 1  
 84522 Review Appraiser 2  
 7. 66551 Contract Evaluator/Negotiator (see also Unit 14,  
 Group 21)  
 84521 Property Management Specialist 1  
 84532 Property Management Specialist 2  
 84533 Property Management Coordinator 1  
 84534 Property Management Coordinator 2  
 84541 Relocation Agent 1  
 84542 Relocation Agent 2  
 84544 Relocation Coordinator  
 84551 Title Agent 1  
 84552 Title Agent 2  
 84553 Title Agent 3  
 84561 Property Agent 1  
 84562 Property Agent 2  
 84563 Property Agent 3  
 84564 Property Agent Coordinator  
 84581 Utilities Relocation Technician 1  
 84582 Utilities Relocation Technician 2  
 84583 Utilities Relocation Technician 3  
 84591 Real Estate Disposition Coordinator  
 30527 Property Agent 1  
 30529 Property Agent 2  
 30530 Property Agent 3  
 30528 Title Agent 2  
 30531 Utilities Relocation Technician 3  
 8. 84711 Road Inventory Specialist 1  
 84712 Road Inventory Specialist 2

9. Paralegal/Legal Assistant  
 63831 Hearing Officer  
 63840 Legal Intern  
 63841 Law Clerk  
 63842 Attorney 1  
 63843 Attorney 2  
 63844 Attorney 3  
 63881 Utilities Attorney Examiner 1  
 63882 Utilities Attorney Examiner 2  
 63891 Utility Attorney  
 69471 Case Control Reviewer  
 30529 Case Control Reviewer  
 10. 63111 Forms Analyst 1  
 63112 Forms Analyst 2  
 63211 Management Analyst  
 66921 Economist  
 66340 Market Reporter  
 66350 Assistant Foreign Office Manager  
 66911 Statistician 1  
 66912 Statistician 2  
 66921 Researcher 1  
 66922 Researcher 2  
 66923 Researcher 3  
 66311 Development Specialist 1  
 66312 Development Specialist 2  
 30351 Management Analyst 3 (Non-exempt only)  
 30352 Management Analyst 4 (Non-exempt only)  
 30530 Management Analyst  
 30530 Statistician 3  
 30532 Development Specialist 2  
 30532 Forms Analyst 3  
 30532 Researcher 3  
 11. 69111 Civil Rights Field Representative 1  
 69112 Civil Rights Field Representative 2  
 69113 Civil Rights Field Representative 3  
 69121 Civil Rights Specialist  
 69123 Civil Rights Compliance Coordinator  
 69131 EEO Technician  
 69132 EEO Officer

- 69150 Minority Business Officer  
 69151 Minority Business Coordinator  
 69160 EEO Contract Technician  
 69161 EEO Contract Officer  
 69162 EEO Contract Coordinator  
 69171 EEO Enforcement Officer  
 30527 Civil Rights Representative 1  
 30528 EEO Officer 1  
 30531 EEO Contract Compliance Officer 2  
 12. 63161 Grants Coordinator 1  
 63162 Grants Coordinator 2  
 63311 Business Service Officer  
 64711 Criminal Justice Planning Specialist  
 64712 Criminal Justice Planner  
 66111 Accountant/Examiner 1 (see also Unit 9, Group 8)  
 66112 Accountant/Examiner 2 (see also Unit 9, Group 8)  
 66113 Accountant/Examiner 3 (see also Unit 9, Group 8)  
 66114 Accountant/Examiner 4 (see also Unit 9, Group 8)  
 66131 Unemployment Compensation Compliance Auditor  
 1 (see also Unit 9, Group 8)  
 66132 Unemployment Compensation Compliance Auditor  
 2 (see also Unit 9, Group 8)  
 66140 Financial Institution Examiner Trainee  
 66141 Financial Institution Examiner 1  
 66142 Financial Institution Examiner 2  
 66143 Financial Institution Examiner 3  
 66144 Financial Institution Examiner 4  
 66145 Financial Institution Examiner 5  
 66161 Utility Auditor 1  
 66162 Utility Auditor 2  
 66163 Utility Auditor Coordinator  
 66171 Student Loan Auditor  
 66173 Student Loan Consultant  
 66231 State Account Specialist  
 66421 Internal EDP Auditor 1 (see also Unit 9, Group 8)  
 66422 Internal EDP Auditor 2 (see also Unit 9, Group 8)  
 66531 Fiscal Specialist 1  
 66532 Fiscal Specialist 2  
 66581 Securities Examiner 1

66582	Securities Examiner 2	30530	Mental Health Administrator 1
66591	Securities Specialist 1	30531	Budget Officer 2
66592	Securities Specialist 2	30533	Liaison Officer 1
66593	Securities Specialist 3	14. 54231	Aircraft Pilot 1
66594	Securities Specialist 4	54232	Aircraft Pilot 2
66611	Securities Analyst 1	15. 66811	Tax Commissioner Agent 1
66612	Securities Analyst 2	66812	Tax Commissioner Agent 2
66613	Securities Analyst 3	66813	Tax Commissioner Agent 3
66614	Securities Analyst 4	66814	Tax Commissioner Agent 4
66792	Workers' Compensation Underwriter 2 (see also Unit 9, Group 8)	66815	Tax Commissioner Agent 5
66941	Utility Rate Analyst 1	30531	Tax Commissioner Agent 4
66942	Utility Rate Analyst 2	16. 12441	State Records Technician 1 (see also Unit 9, Group 1)
66943	Utility Rate Analyst Coordinator	12442	State Records Technician 2 (see also Unit 9, Group 1)
30529	Budget Officer 1	63231	Correctional Records Management Officer
30527	Accountant 1 (see also Unit 9, Group 8)	63271	Records Management Officer
30529	Accountant 2 (see also Unit 9, Group 8)	63291	State Records Management Analyst
30531	Accountant 3 (see also Unit 9, Group 8)	64361	Medical Records Technician 1
30529	Financial Institution Examiner 1	64362	Medical Records Technician 2
30530	Financial Institution Examiner 2	30527	Records Management Officer
30531	Financial Institution Examiner 3	30528	Medical Records Librarian
30533	Financial Institution Examiner 4	30529	State Records Management Analyst 1
30534	Financial Institution Examiner Specialist	17. 64811	Fine Arts Specialist 1
30530	Fiscal Specialist	64812	Fine Arts Specialist 2
30531	Criminal Justice Planner	64813	Fine Arts Specialist 3
13. 30291	MH/MR Program Coordinator (see also Unit 4, Group 3)	30530	Fine Arts Specialist 2
30321	MH Licensure/Certification Coordinator	18. 24321	Motor Vehicle Enforcement Investigator (see also Unit 7, Group 18)
63121	Administrative Assistant 1	24361	Motor Vehicle Dealer Inspector (see also Unit 7, Group 18)
30242	Administrative Assistant 2 (Non-exempt only)	26541	Fire Safety Educator 1 (see also Unit 7, Group 31)
30243	Administrative Assistant 3 (Non-exempt only)	26542	Fire Safety Educator 2 (see also Unit 7, Group 31)
63510	Assistant Liaison Officer	26561	Fire Training Officer 1 (see also Unit 7, Group 31)
63511	Liaison Officer 1	26562	Fire Training Officer 2 (see also Unit 7, Group 31)
63821	Hearing Assistant (see also Unit 9, Group 1)	64911	Disaster Services Consultant 1
65221	MH Administrator 1	64912	Disaster Services Consultant 2
66192	Nursing Home and Hospital Examiner 2	30529	Motor Vehicle Enforcement Investigator
66193	Nursing Home and Hospital Examiner 3	30529	Assistant Park Manager 1
30528	Administrative Assistant 1		
30529	Nursing Home and Hospital Examiner 2		

**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**

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

- 30530 Assistant Park Manager 2
- 19. 64671 Personnel Testing Specialist 1
- 64672 Personnel Testing Specialist 2
- 64691 Personnel Testing Information Controller
- 30528 Personnel Testing Specialist 1
- 20. 66711 Actuary
- 66721 Internal Insurance Examiner 1
- 66722 Internal Insurance Examiner 2
- 66731 Insurance Actuary 1
- 66732 Insurance Actuary 2
- 66733 Insurance Actuary 3
- 66741 Insurance Rate Analyst 1
- 66742 Insurance Rate Analyst 2
- 63280 Space Planner
- 63281 Facilities Planner (see also Unit 13, Group 18)
- 66551 Contract Evaluator/Negotiator (see also Unit 14, Group 7)
- 66761 Traffic Safety Specialist (see also Unit 9, Group 14)
- 22. 16761 Disability Claims Adjudicator 1
- 16762 Disability Claims Adjudicator 2
- 16763 Disability Claims Specialist 1
- 16764 Disability Claims Specialist 2
- 30529 Disability Claims Adjudicator 1
- 30529 Disability Claims Adjudicator 2
- 30531 Disability Claims Specialist 1

**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.

**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  
Mercer  
Allen  
Seneca  
Monroe  
Wood  
Knox

Defiance  
Fulton  
Hardin  
Wyandot  
Erie  
Hancock  
Ashland

Paulding  
Henry  
Ottawa  
Marion  
Auglaize  
Huron

Van Wert  
Putnam  
Sandusky  
Crawford  
Lucas  
Richland

**District #2**

Darke  
Montgomery  
Green

Preble  
Logan

Shelby  
Champaign

Miami  
Clark

**District #3**

Butler  
Clinton

Hamilton  
Warren

Clermont

**District #4**

Lorain  
Ashtabula

Cuyahoga  
Ashland

Lake  
Knox

Geauga

**District #5**

Medina  
Trumbull

Wayne  
Mahoning

Summit  
Columbiana

Stark  
Portage

**District #6**

Union  
Highland  
Delaware  
Ross  
Licking  
Vinton  
Perry  
Holmes  
Morgan

Madison  
Brown  
Franklin  
Pike  
Fairfield  
Jackson  
Athens  
Coshocton  
Gallia

Fayette  
Adams  
Pickaway  
Scioto  
Hocking  
Lawrence  
Meigs  
Muskingum  
Tuscarawas

Guernsey  
Carroll  
Monroe  
Noble  
Harrison  
Jefferson  
Washington  
Belmont

**DEPARTMENT OF COMMERCE**

Statewide

**OFFICE OF CONSUMER'S COUNCIL**

Statewide

**DEPARTMENT OF DEVELOPMENT**

Statewide

**DEPARTMENT OF EDUCATION**

Statewide

**OHIO BUREAU OF EMPLOYMENT SERVICES**

Six (6) Regions

**Region #1 — Findlay Regional Office**

Crawford  
Hancock  
Putnam  
Defiance

Marion  
Auglaize  
Henry  
Paulding

Wyandot  
Allen  
Fulton  
Van Wert

Harding  
Mercer  
Williams

**Region #2 — Lorain Regional Office**

Cuyahoga  
Morrow  
Ottawa  
Sandusky

Lorain  
Richland  
Wood

Ashland  
Erie  
Lucas

Knox  
Seneca  
Huron

**Region #3 — Youngstown Regional Office**

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

**Region #4 — Columbus Regional Office**

Jefferson Harrison Belmont  
Washington Morgan Noble  
Muskingum Coshocton Licking  
Franklin

**Region #5 — Chillicothe Regional Office**

Hamilton Perry Athens  
Gallia Lawrence Jackson  
Hocking Fairfield Pickaway  
Pike Scioto Adams  
Clermont Clinton Highland  
Fayette

**Region #6 — Dayton Regional Office**

Butler Preble Darke  
Miami Montgomery Greene  
Champaign Logan Union  
Madison

**ENVIRONMENTAL PROTECTION AGENCY**

(Not settled at time of printing)

**OHIO EXPOSITIONS COMMISSION**

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  
Wayne Summit  
Portage Stark  
Mahoning Columbiana

**District #3**

Williams Defiance  
Mercer Fulton  
Allen Auglaize  
Wood Hancock  
Ottawa Sandusky  
Crawford Erie

**District #4**

Ross Pike  
Vinton Jackson  
Meigs Athens  
Morgan Coshocton  
Guernsey Noble  
Harrison Belmont

**District #5**

Drake Miami  
Greene Butler  
Hamilton Clermont  
Adams

**DEPARTMENT OF HIGHWAY SAFETY — STATE  
HIGHWAY PATROL**

Two (2) Districts

**District #1 — Central Office**

Preble  
Warren  
Brown

**District #2 — The remainder of the State.**

**DEPARTMENT OF HUMAN SERVICES**

Two (2) Districts

**District #1**

Drake  
Miami  
Champaign  
Brown  
Adams  
Pike  
Fairfield  
Lawrence  
Tuscarawas  
Carroll  
Monroe

Butler  
Warren  
Greene  
Fayette  
Pickaway  
Knox  
Vinton  
Muskingum  
Meigs  
Noble  
Jefferson

Hamilton  
Clermont  
Clinton  
Highland  
Ross  
Licking  
Jackson  
Perry  
Gallia  
Washington  
Belmont

**District #2**

Williams  
Mercer  
Allen  
Wood  
Ottawa  
Marion  
Delaware  
Lorain  
Geauga  
Trumbull

Paulding  
Henry  
Shelby  
Hardin  
Seneca  
Crawford  
Huron  
Cuyahoga  
Stark  
Columbiana

Van Wert  
Putnam  
Lucas  
Logan  
Wyandot  
Monroe  
Richland  
Medina  
Ashtabula

**INDUSTRIAL COMMISSION OF OHIO**

Two (2) Districts

**District #1**

Hamilton  
Scioto

Franklin

**District #2**

Allen  
Summit

Clark  
Guernsey  
Richland  
Mahoning  
Cuyahoga

**DEPARTMENT OF INDUSTRIAL RELATIONS**

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

**District #1**

Defiance  
Putnam  
Ottawa

Fulton  
Wood  
Seneca

Paulding  
Lucas  
Sandusky

Williams  
Henry  
Hancock  
Wyandot

**District #2**

Crawford  
Huron  
Cuyahoga

Knox  
Ashland  
Geauga

Morrow  
Erie  
Lake

Marion  
Richland  
Lorain

**District #3**

Wayne

Stark

Summit

**District #4**

Trumbull

Mahoning

**District #5**

Coshocton  
Carroll

Harrison

Tuscarawas  
Columbiana

**District #6**

Fairfield  
Washington  
Noble

Muskingum  
Monroe

Perry  
Belmont

**District #7**

Butler  
Ross  
Clermont  
Fayette  
Vinton  
Meigs

Montgomery  
Scioto  
Clinton  
Adams  
Lawrence

Hamilton  
Pike  
Greene  
Highland  
Jackson  
Athens

**District #8**

Van Wert  
Auglaize  
Logan  
Madison

Allen  
Hardin  
Union

Drake  
Miami  
Clark  
Franklin

**DEPARTMENT OF INSURANCE**

Statewide

**STATE LIBRARY**

Statewide

**DEPARTMENT OF LIQUOR CONTROL**

Eight (8) Districts

**District #1**

Lorain  
Geauga  
Holmes

Cuyahoga  
Ashtabula  
Coshocton

Medina  
Ashland  
Summit

Lake  
Wayne  
Portage

**District #2**

Trumbull  
Columbiana  
Belmont

Stark  
Carroll  
Noble

Tuscarawas  
Harrison  
Monroe

Mahoning  
Jefferson

**District #3**

Williams  
Fulton  
Lucas  
Sandusky  
Erie

Defiance  
Henry  
Wood  
Seneca  
Huron

Paulding  
Putnam  
Hancock  
Wyandot

Van Wert  
Allen  
Ottawa  
Crawford

**District #4**

Mercer  
Miami  
Greene

Auglaize  
Preble  
Fayette

Shelby  
Montgomery  
Warren

Drake  
Clark  
Clinton

**District #5**

Butler  
Highland

Hamilton  
Adams

Clermont

Brown

**District #6**

Union  
Pickaway

Madison  
Licking

Delaware  
Fairfield

Franklin

**District #7**

Ross  
Vinton  
Athens  
Morgan

Pike  
Jackson  
Meigs  
Washington

Scioto  
Lawrence  
Gallia  
Guernsey

Hocking  
Perry  
Muskingum

**District #8**

Hardin  
Monroe

Logan  
Richland

Champaign  
Knox

Marion

**OHIO LOTTERY COMMISSION**

Nine (9) Districts

(By District Offices)

**District #1** Cuyahoga

**District #2** Lucas

**District #3** Montgomery

**District #4** Hamilton

**District #5** Franklin

**District #6** Washington

**District #7** Stark

**District #8** Mahoning

**District #9** Lorain

**DEPARTMENT OF MENTAL HEALTH**

(Employees in Units 4 and 14 within child care facilities\* may displace employees or promote into positions in jurisdictions. However, employees in Units 4 and 14 may not displace employees or promote into positions in child care facilities.\*)

Seven (7) districts

**District #1**

Central Office (except O.S.S. facilities at Dayton and Massillon)

**District #2**  
Cambridge Athens

**District #3**  
Moritz COPH Portsmouth

**District #4**  
Dayton Lewis Center \*Millcreek  
O.S.S. Food Production Facility

**District #5**  
Toledo Oakwood

**District #6**  
Massillon Fallsview Woodside O.S.S. Laundry

**District #7**  
Western Reserve Cleveland Psych. \*Sagamore

**OHIO DEPARTMENT OF MENTAL RETARDATION AND DEVELOPMENT DISABILITIES**

Seven (7) Districts

**District #1**  
Northwest Developmental Center  
Tiffin Developmental Center

**District #2**  
Broadview Developmental Center  
Warrenville Developmental Center

**District #3**  
Applecreek Developmental Center  
Youngstown Developmental Center

**District #4**  
Columbus Developmental Center  
Mount Vernon Developmental Center

**District #5**  
Cambridge Developmental Center  
Gallipolis Developmental Center

**District #6**

Southwest Developmental Center  
Montgomery Developmental Center  
Springview Developmental Center

**District #7**

Central Office

**DEPARTMENT OF NATURAL RESOURCES**

Eight (8) Districts

**District #1**

Williams Paulding Fulton  
Henry Putnam Van Wert  
Mercer Darke Auglaize  
Shelby Hardin Logan Hancock  
Wood

**District #2**

Preble Montgomery Champaign  
Clark Madison Fayette  
Hamilton Warren Clermont  
Brown Highland Butler Clinton

**District #3**

Adams 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 Huron  
Erie Lorain Cuyahoga  
Summit Medina

**District #6**

Muskingum  
Monroe  
Washington

Morgan  
Gallia

Guernsey  
Meigs

Noble  
Athens

**District #7**

Tuscarawas  
Jefferson  
Stark

Carroll  
Wayne

Harrison  
Holmes

Belmont  
Coshocton

**District #8**

Lake  
Portage

Geauga  
Mahoning

Ashtabula  
Columbiana

Trumbull

**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

Adult Parole Authority — Akron, Youngstown, Canton, New Philadelphia, Cleveland, Chardon, Mansfield, Defiance, Seneca, Elyria, Lima, Toledo

**District #2 — Central**

Institutions — Orient, Pickaway, Southeastern Correction Institution, London, Madison, Corrections Reception Center, Franklin Pre-Release Center

Adult Parole Authority — Columbus District Offices

**District #3 — South**

Institutions — Lebanon, Chillicothe, Hocking, Southern Ohio Correctional Facility, Warren, Ross, Dayton

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  
Lake  
Summit

Columbiana  
Mahoning  
Trumbull

Geauga  
Portage

**District #2**

Athens  
Delaware  
Guernsey  
Jackson  
Morgan  
Noble  
Ross  
Vinton

Carroll  
Franklin  
Hocking  
Lawrence  
Monroe  
Pickaway  
Stark  
Wayne

Coshocton  
Gallia  
Holmes  
Licking  
Muskingum  
Pike  
Tuscarawas

**District #3**

Adams  
Clark  
Fayette  
Madison  
Warren

Brown  
Clermont  
Greene  
Miami

Butler  
Clinton  
Hamilton  
Montgomery

**District #4**

Allen  
Defiance  
Hardin  
Logan  
Mercer  
Putnam  
Shelby  
Wood

Auglaize  
Fulton  
Huron  
Lucas  
Ottawa  
Sandusky  
Van Wert

Crawford  
Hancock  
Knox  
Marion  
Paulding  
Seneca  
Williams

**DEPARTMENT OF TAXATION**

Eight (8) districts

**District #1**

Ashland  
Holmes  
Mahoning

Tuscarawas  
Wayne

Stark  
Summit  
Trumbull

**District #2**

Adams  
Brown  
Hamilton  
Scioto

Jackson  
Lawrence  
Clermont

Warren  
Butler  
Highland

**District #3**

Cuyahoga  
Ashtabula

Lake

Lorain

**District #4**

Delaware  
Fayette  
Fairfield  
Franklin

Marion  
Morrow  
Perry  
Pickaway

Ross  
Union  
Vinton

**District #5**

Auglaize  
Champaign  
Clark

Mercer  
Miami  
Montgomery

Preble  
Shelby

**District #6**

Allen  
Crawford  
Defiance  
Erie  
Fulton

Ottawa  
Paulding  
Putnam  
Sandusky  
Seneca

Van Wert  
Williams  
Wood  
Wyandot

**District #7**

Athens  
Belmont  
Carroll  
Jefferson

Meigs  
Monroe  
Morgan

Noble  
Washington  
Columbiana

**District #8**

Central Office

**OHIO DEPARTMENT OF TRANSPORTATION**

Thirteen (13) districts

**District #1**

Defiance  
Paulding

Van Wert  
Putnam

Hardin  
Wyandot

**District #2**

Williams  
Fulton

Wood  
Ottawa

Sandusky  
Seneca

**District #3**

Erie  
Huron

Ashland  
Richland

Medina  
Wayne

**District #4**

Summit  
Trumbull

Portage  
Mahoning

Ashtabula

**District #5**

Knox  
Crawford

Licking  
Muskingum

Perry

**District #6**

Marion  
Morrow

Union  
Delaware

Pickaway  
Fayette

**District #7**

Mercer  
Drake  
Auglaize

Shelby  
Miami

Logan  
Champaign

District #1  
Lucas

Allen

**District #8**

Preble  
Clermont

Butler  
Greene

Warren

District #3  
Richland  
Mahoning

Montgomery

Butler

Hamilton

**District #9**

Brown  
Highland

Adams  
Ross

Jackson  
Lawrence

District #4  
Franklin  
Scioto

Cuyahoga

Summit

Stark

**District #10**

Hocking  
Vinton  
Athens

Morgan  
Washington

Noble  
Monroe

District #1  
Maumee, Mohican, Indian River, Cuyahoga Hills, Cleveland, Toledo, Akron

DEPARTMENT OF YOUTH SERVICES  
Two (2) Districts

**District #11**

Holmes  
Harrison

Tuscarawas  
Jefferson

Columbiana  
Belmont

Carroll

**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

**VETERAN'S HOME**

Statewide

**BUREAU OF WORKERS' COMPENSATION**

Four (4) Districts

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 Veteran's home, the Ohio Veteran's Children's home and Schools for the Deaf and Blind, Department of Rehabilitation and Correction, and the Department of Youth Services who suffers bodily injury inflicted by an inmate, patient, client, youth or student in the facilities of the above agencies shall be eligible for his/her regular rate of pay during the period he/she is disabled as a result of such injury but in no case to exceed 960 hours. This form of compensation shall be in the lieu of Workers' Compensation. The employee may apply for Workers' Compensation while he/she is

receiving occupational injury leave. Workers' Compensation may be received, if awarded, by the employee after the occupational leave is exhausted.

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

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

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

5. The Appointing Authority shall also obtain and file with the Director of Administrative Services the report of a physician designated by the Director of Administrative Services as to the nature and extent of the employee's injury.

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

7. An employee on 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.

## APPENDIX L PAY RANGES

Effective with the pay that includes July 28, 1991

RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
01	\$8.13	\$8.30	\$8.47	\$8.66	\$8.85	\$9.04	\$9.23	\$9.42
02	\$16,910	\$17,264	\$17,618	\$18,013	\$18,408	\$18,803	\$19,198	\$19,593
03	\$9.59	\$9.76	\$9.95	\$10.14	\$10.33	\$10.52	\$10.71	\$10.90
04	\$17,451	\$17,805	\$18,200	\$18,616	\$19,053	\$19,510	\$19,987	\$20,484
05	\$9.66	\$9.85	\$10.04	\$10.23	\$10.42	\$10.61	\$10.80	\$10.99
06	\$18,013	\$18,408	\$18,845	\$19,282	\$19,760	\$20,279	\$20,838	\$21,387
07	\$9.96	\$10.15	\$10.34	\$10.53	\$10.72	\$10.91	\$11.10	\$11.29
08	\$18,616	\$19,053	\$19,510	\$20,010	\$20,509	\$21,029	\$21,528	\$22,090
09	\$9.27	\$9.50	\$9.74	\$10.02	\$10.21	\$10.40	\$10.59	\$10.78
10	\$19,282	\$19,760	\$20,259	\$20,842	\$21,237	\$21,820	\$22,403	\$22,986
11	\$9.62	\$9.86	\$10.11	\$10.35	\$10.62	\$10.86	\$11.10	\$11.34
12	\$20,010	\$20,509	\$21,029	\$21,528	\$22,090	\$22,652	\$23,214	\$23,776
13	\$10.02	\$10.21	\$10.47	\$10.74	\$11.04	\$11.44	\$11.89	\$12.38
14	\$30,842	\$31,237	\$31,778	\$32,339	\$32,963	\$33,613	\$34,287	\$34,986
15	\$10.47	\$10.74	\$11.04	\$11.44	\$11.89	\$12.38	\$12.96	\$13.54
16	\$21,778	\$22,339	\$22,963	\$23,796	\$24,731	\$25,750	\$26,836	\$27,986
17	\$11.04	\$11.44	\$11.89	\$12.38	\$12.96	\$13.54	\$14.13	\$14.86
18	\$22,963	\$23,796	\$24,731	\$25,750	\$26,836	\$27,986	\$29,390	\$30,909
19	\$11.89	\$12.38	\$12.96	\$13.54	\$14.13	\$14.86	\$15.59	\$16.35
20	\$24,731	\$25,750	\$26,836	\$28,163	\$29,990	\$32,427	\$34,008	\$35,672
21	\$12.96	\$13.54	\$14.13	\$14.86	\$15.59	\$16.35	\$17.15	\$17.97
22	\$26,936	\$28,163	\$29,990	\$32,427	\$34,008	\$35,672	\$37,378	\$39,108
23	\$14.13	\$14.86	\$15.59	\$16.35	\$17.15	\$17.97	\$18.85	\$19.76
24	\$29,390	\$30,909	\$32,427	\$34,008	\$35,672	\$37,378	\$39,108	\$40,869
25	\$8.47	\$8.66	\$8.85	\$9.06	\$9.27	\$9.50	\$9.74	\$9.98
26	\$17,618	\$18,013	\$18,408	\$18,845	\$19,282	\$19,760	\$20,279	\$20,838
27	\$8.76	\$8.95	\$9.16	\$9.38	\$9.62	\$9.86	\$10.11	\$10.35
28	\$18,200	\$18,616	\$19,053	\$19,510	\$20,010	\$20,509	\$21,029	\$21,528
29	\$9.06	\$9.27	\$9.50	\$9.74	\$10.02	\$10.21	\$10.40	\$10.59
30	\$18,845	\$19,282	\$19,760	\$20,259	\$20,842	\$21,237	\$21,820	\$22,403
31	\$9.38	\$9.62	\$9.86	\$10.11	\$10.35	\$10.62	\$10.86	\$11.10
32	\$19,510	\$20,010	\$20,509	\$21,029	\$21,528	\$22,090	\$22,652	\$23,214
33	\$9.74	\$10.02	\$10.21	\$10.47	\$10.74	\$11.04	\$11.44	\$11.89
34	\$20,259	\$20,842	\$21,237	\$21,778	\$22,339	\$22,963	\$23,613	\$24,287
35	\$10.21	\$10.47	\$10.74	\$11.04	\$11.44	\$11.89	\$12.38	\$12.96
36	\$21,237	\$21,778	\$22,339	\$22,963	\$23,796	\$24,731	\$25,750	\$26,836
37	\$10.74	\$11.04	\$11.44	\$11.89	\$12.38	\$12.96	\$13.54	\$14.13
38	\$22,339	\$22,963	\$23,796	\$24,731	\$25,750	\$26,836	\$28,163	\$29,990
39	\$11.44	\$11.89	\$12.38	\$12.96	\$13.54	\$14.13	\$14.86	\$15.59
40	\$23,796	\$24,731	\$25,750	\$26,836	\$28,163	\$29,990	\$32,427	\$34,008
41	\$12.38	\$12.96	\$13.54	\$14.13	\$14.86	\$15.59	\$16.35	\$17.15
42	\$26,750	\$28,163	\$29,990	\$32,427	\$34,008	\$35,672	\$37,378	\$39,108

32	\$13.54	\$14.13	\$14.86	\$15.59	\$16.35	\$17.15	\$17.97	\$18.87
	\$28,163	\$28,990	\$29,909	\$32,427	\$34,006	\$35,672	\$37,378	\$39,250
33	\$14.86	\$15.59	\$16.35	\$17.15	\$17.97	\$18.87	\$19.77	\$20.76
	\$30,909	\$32,427	\$34,006	\$35,672	\$37,378	\$39,250	\$41,122	\$43,181
34	\$16.35	\$17.15	\$17.97	\$18.87	\$19.77	\$20.76	\$21.79	\$22.86
	\$34,008	\$35,672	\$37,378	\$39,250	\$41,122	\$43,181	\$45,323	\$47,549
35	\$17.97	\$18.87	\$19.77	\$20.76	\$21.79	\$22.86	\$23.97	\$25.18
	\$37,378	\$39,250	\$41,122	\$43,181	\$45,323	\$47,549	\$49,853	\$52,374
36	\$19.77	\$20.76	\$21.79	\$22.86	\$23.97	\$25.18	\$26.44	\$27.75
	\$41,122	\$43,181	\$45,323	\$47,549	\$49,853	\$52,374	\$54,995	\$57,720
41	\$14.11	\$21.27						
	\$29,349	\$44,242						
43	\$17.15	\$25.85						
	\$35,672	\$53,768						

Effective with the pay that includes July 1, 1993

RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
01	\$6.54	\$7.72	\$8.89	\$9.09	\$9.29			
	\$17,763	\$18,138	\$18,491	\$18,907	\$19,323			
02	\$8.81	\$9.99	\$9.19	\$9.40	\$9.62			
	\$18,325	\$18,699	\$19,115	\$19,552	\$20,010			
03	\$9.09	\$9.29	\$9.51	\$9.73	\$9.98			
	\$18,907	\$19,323	\$19,781	\$20,238	\$20,758			
04	\$9.40	\$9.62	\$9.85	\$10.10	\$10.35			
	\$19,552	\$20,010	\$20,488	\$21,008	\$21,528			
05	\$9.78	\$9.98	\$10.23	\$10.52	\$10.72			
	\$20,238	\$20,758	\$21,278	\$21,862	\$22,298			
06	\$10.10	\$10.35	\$10.62	\$10.87	\$11.15			
	\$21,008	\$21,528	\$22,090	\$22,610	\$23,192			
07	\$10.52	\$10.72	\$10.99	\$11.28	\$11.59	\$12.01		
	\$21,862	\$22,298	\$22,859	\$23,462	\$24,107	\$24,981		
08	\$10.99	\$11.28	\$11.59	\$12.01	\$12.48	\$13.00		
	\$22,859	\$23,462	\$24,107	\$24,981	\$25,958	\$27,040		
09	\$11.59	\$12.01	\$12.48	\$13.00	\$13.60	\$14.22		
	\$24,107	\$24,981	\$25,958	\$27,040	\$28,288	\$29,578		
10	\$12.48	\$13.00	\$13.60	\$14.22	\$14.84	\$15.60		
	\$25,958	\$27,040	\$28,288	\$29,578	\$30,867	\$32,448		
11	\$13.60	\$14.22	\$14.84	\$15.60	\$16.37	\$17.17		
	\$28,288	\$29,578	\$30,867	\$32,448	\$34,050	\$35,714		
12	\$14.84	\$15.60	\$16.37	\$17.17	\$18.01	\$18.87		
	\$30,867	\$32,448	\$34,050	\$35,714	\$37,461	\$39,250		
23	\$8.89	\$9.09	\$9.29	\$9.51	\$9.73	\$9.98		
	\$18,491	\$18,907	\$19,323	\$19,781	\$20,238	\$20,758		
24	\$9.19	\$9.40	\$9.62	\$9.85	\$10.10	\$10.35		
	\$19,115	\$19,552	\$20,010	\$20,488	\$21,008	\$21,528		

25	\$9.51	\$9.73	\$9.98	\$10.23	\$10.52	\$10.72		
	\$19,781	\$20,238	\$20,758	\$21,278	\$21,862	\$22,298		
26	\$9.85	\$10.10	\$10.35	\$10.62	\$10.87	\$11.15		
	\$20,488	\$21,008	\$21,528	\$22,090	\$22,610	\$23,192		
27	\$10.23	\$10.52	\$10.72	\$10.99	\$11.28	\$11.59	\$12.01	
	\$21,278	\$21,862	\$22,298	\$22,859	\$23,462	\$24,107	\$24,981	
28	\$10.72	\$10.99	\$11.28	\$11.59	\$12.01	\$12.48	\$13.00	
	\$22,298	\$22,859	\$23,462	\$24,107	\$24,981	\$25,958	\$27,040	
29	\$11.28	\$11.59	\$12.01	\$12.48	\$13.00	\$13.60	\$14.22	
	\$23,462	\$24,107	\$24,981	\$25,958	\$27,040	\$28,288	\$29,578	
30	\$12.01	\$12.48	\$13.00	\$13.60	\$14.22	\$14.84	\$15.60	
	\$24,981	\$25,958	\$27,040	\$28,288	\$29,578	\$30,867	\$32,448	
31	\$13.00	\$13.60	\$14.22	\$14.84	\$15.60	\$16.37	\$17.17	
	\$27,040	\$28,288	\$29,578	\$30,867	\$32,448	\$34,050	\$35,714	
32	\$14.22	\$14.84	\$15.60	\$16.37	\$17.17	\$18.01	\$18.87	\$19.81
	\$29,578	\$30,867	\$32,448	\$34,050	\$35,714	\$37,461	\$39,250	\$41,206
33	\$15.60	\$16.37	\$17.17	\$18.01	\$18.87	\$19.81	\$20.76	\$21.80
	\$32,448	\$34,050	\$35,714	\$37,461	\$39,250	\$41,206	\$43,181	\$45,344
34	\$17.17	\$18.01	\$18.87	\$19.81	\$20.76	\$21.80	\$22.88	\$24.00
	\$35,714	\$37,461	\$39,250	\$41,206	\$43,181	\$45,344	\$47,590	\$49,920
35	\$18.87	\$19.81	\$20.76	\$21.80	\$22.88	\$24.00	\$25.17	\$26.44
	\$39,250	\$41,206	\$43,181	\$45,344	\$47,590	\$49,920	\$52,354	\$54,985
36	\$20.76	\$21.80	\$22.88	\$24.00	\$25.17	\$26.44	\$27.76	\$29.14
	\$43,181	\$45,344	\$47,590	\$49,920	\$52,354	\$54,985	\$57,741	\$60,611
41	\$14.82	\$22.33						
	\$30,528	\$46,446						
43	\$18.01	\$27.14						
	\$37,461	\$56,451						

APPENDIX M  
DRUG-FREE WORKPLACE POLICY

Section 1. Statement of Policy.

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

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

C. The State will periodically provide information and training programs concerning the impact of alcohol and other drug use on job performance, as well as information concerning the State's Employee Assistance Program and any other resources that an employee or his/her family may contact for assistance in overcoming an alcohol and/or other drug problem. All bargaining unit employees shall be furnished with a copy of the Employer's drug-free workplace policies within sixty (60) days 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.

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, 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.

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. Similarly, all records relating to drug tests and their results shall be maintained in the strictest confidence.

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.

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. Under the circumstances raise a reasonable suspicion concerning the exist-

ence of alcohol or other drugs 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.

### 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 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 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 NIDA guidelines.

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. Level of concentration must be that established in ORC Section 4511.19.

D. All urine testing shall be conducted by a laboratory certified by the NIDA.

E. 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.

F. 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).

G. 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.

H. 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.

I. 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 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 the positive test result, each sample shall be split by the 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.

J. 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.

K. 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.

L. The 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 phencyclidine (PCP).

#### **Section 4. 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 5. 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.

### **APPENDIX N MEMORANDUM OF UNDERSTANDING FOR IMPLEMENTATION OF WORK AREAS FOR MENTAL HEALTH, MENTAL RETARDATION, DEPARTMENT OF YOUTH SERVICES, OHIO VETERANS HOME AND THE OHIO VETERANS CHILDREN'S HOME OF 8/31/87**

#### **A. Work Areas for Mental Health, Mental Retardation, Department of Youth Services, 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 ½ 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 Employer, does not meet the professional needs, it shall be the Employer's 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, OVH and 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, Ohio Veterans Home and the Ohio Veterans Children's Home Institutions Covered by the Memorandum of Understanding Concerning Work Area Assignments

**Bargaining Unit No. 3**  
Psychiatric Attendant  
Psychiatric Attendant  
Coordinator  
Youth Leader  
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  
Vocational Instructor 1  
Vocational 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

## 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.

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.

B. Prior to the snow and ice season, Management will canvass 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.

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.

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.

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

follow up letter to the employee verifying the cancellation and the time cancelled.

### AGENCY SPECIFIC AGREEMENTS

The following supplemental agreements apply to OCSEA/AFSCME bargaining unit employees within the specified agencies only:

### OHIO BUREAU OF EMPLOYMENT SERVICES

#### 1000 Hour Assignment

When fluctuations in workload or fluctuations in funding necessitate the reassignment of Employment Services or Unemployment Compensation Claims personnel, the Administrator of the Ohio Bureau of Employment Services or designee may reassign such personnel to duties other than those assigned to the position to which the individual employee has been appointed provided that the affected employee possesses the minimum qualifications for the position to which they are being reassigned. Such reassignments shall not occur more than two (2) times in a state fiscal year, and such reassignment(s) shall not exceed a cumulative total of one thousand (1000) hours per employee per state fiscal year. During each reassignment, if an employee is needed in his/her permanent job, the time in the permanent job shall count toward the one thousand (1000) hours. During such reassignment the affected employee(s) shall suffer no loss of pay, benefits or seniority. Where such reassignment is to a higher paying classification, the employee will receive the pay of the higher classification.

The individuals with the most state seniority in the classification and office from which the reassignment is to be made shall be given the first opportunity to refuse reassignment or choose from among the available reassignments. If there are insufficient volunteers to accomplish the reassignment, the least senior affected employee(s) shall first be reassigned. When seeking volunteers for a reassignment, the Bureau shall notify the employees of how long the reassignment is estimated to last, and where the reassignment is actually located. It is understood that this procedure is to be used

Relations or designee who will investigate the complaint and render a decision.

C. If the overtime requirements are still not filled, Management may call Unit 7 employees who are qualified and volunteer for overtime.

D. If overtime opportunities are still available after the above process has been followed, Management may offer overtime opportunity to a non-bargaining unit employee.

E. 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

for all 1000 hour reassignments in OBES whether they are inter-office or intra-office.

Before implementing these reassignments, the Bureau shall give the Union and the affected employee(s) at least fourteen (14) calendar days notice, unless a fluctuation in workload creates an emergency. If there is an emergency, such reassignment shall be made as soon as the employees can be canvassed. An emergency is defined as an infrequent, rare occurrence; not an everyday event. An employee shall be adequately trained on the job to which he/she is reassigned.

Any employee who is reassigned shall not be considered for an overtime assignment until all appropriate permanently assigned employees have been asked to work the overtime according to negotiated procedures. If no permanently assigned employee volunteers for the overtime, volunteers shall be sought from among reassigned employees in order of state seniority.

#### OHIO BUREAU OF WORKERS' COMPENSATION

- A. The agency will provide priority training for permanent employees as per Article 38.
- B. Qualified permanent employees shall advance into vacancies as per Article 17.
- C. New classification specifications will be created as per Article 36.05.

#### DEPARTMENT OF ADMINISTRATIVE SERVICES

A. Prior to posting a Security Officer vacancy, the Division of Public Works will maintain the current practice of canvassing Security Officers assigned to the facility in which a vacancy occurs, for individual preference to move to the vacant shift. Canvassing will be conducted in state seniority order. The resulting shift will then be posted as a vacancy pursuant to Article 17.

B. Within thirty (30) days of the effective date of this Agreement, Public Works will canvass bargaining unit 3 and 5 employees as to individual shift preference within their assigned facilities. A separate canvass will be conducted within each facility and shift selection shall be limited to the facility of assignment and shall rely on state seniority order.

C. For the purpose of the above procedures a shift shall be defined as the hours of the day and days of the week as established by Public Works to be a shift.

D. It shall be the exclusive prerogative of Public Works to determine the number and composition of shifts in each facility.

#### DEPARTMENT OF NATURAL RESOURCES

A. If employees are required or receive written permission from their supervisors to furnish their own tools or equipment, the Employer shall replace such tools or equipment, when they are lost due to fire, wind or theft by forcible entry when in the care or custody of the Employer or when damaged to the extent they are unusable due to no negligence by the employee. The tools or equipment will be replaced with like tools or equipment on an exchange basis, where practicable or feasible.

B. The following provisions are to clarify the various employment durations of employees in the Division of Parks and Recreation. The following is a description of them:

1. Approximately 600 employees work for a limited duration of 720 hours or less a year.
2. Fixed term with Regular Hours Employees  
Approximately 50 employees have a limited duration of work (usually more than 14 weeks) dependent upon the needs of the department. These employees work a standard 40 hour work-week. They usually have starting and ending dates based on the previous season's work, with flexibility to extend or reduce the time up to four weeks if weather or other conditions dictate. This has been determined appropriate by the State Personnel Board of Review.
3. Fixed term Irregular Hours Employees  
Approximately 125 employees are employed in conditions similar to No. (1) above, however, they work in excess of 14 weeks a year and are usually guaranteed a set number of hours each year.

The following outlines the agreement between OCSEA, AFSCME Local 11, AFL-CIO and the State of Ohio in regard to the above groups 1, 2 AND 3.

and intermittently exposed to conditions of inclement weather. Such procedures may include provisions for the issuance of Carhartt clothing or adjustments to uniform policies to provide allowances to deal with such conditions.

B. Hats and ties shall be considered optional parts of the standard uniform for Correction Officers. The Department reserves the right to require hats and ties when Correction Officers are representing the department outside of the institution.

C. The parties agree to establish a joint Labor-Management Committee to discuss and address overtime issues at the Orient Correctional Complex. The committee will primarily examine strategies that would alleviate the utilization of mandatory overtime for coverage at the OSU Hospital facility.

D. The parties agree to establish a special Labor/Management Committee to discuss matters relevant to the McDowell decision. The Committee shall address issues of the equitable application of the provisions of the settlement and the use of BFOQ positions. Reports of the Committee findings shall be submitted to the Director of the Department of Rehabilitation and Correction for his consideration in establishing policy in this area.

### OHIO DEPARTMENT OF TRANSPORTATION

#### 13.06 — Report-In Locations

The report-in location(s) for ODOT field employees shall be the particular project to which they are assigned or thirty (30) miles, whichever is less, year-round. Field employees who reside outside of the district to which they are assigned shall start the above mileage figures at the district line.

#### 13.07 — Overtime

Management has the sole and exclusive right to determine the need for overtime.

Insofar as practicable, overtime opportunity hours shall be equitably distributed on a rotating basis by seniority among those who normally perform the work as defined in the classification specification and/or position description. In the event the Employer has determined the need for overtime, and 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)

1. Group 1 is not in the bargaining unit. Groups 2 and 3 (Fixed Term Regular Hours and Fixed Terms Irregular Hours) are included in the bargaining unit.

2. Fixed term employees shall be notified at least 60 days in advance of their appointments by letter which states an identified length of employment.

3. Fixed term employees shall be appointed from a recall list which lists employees according to total length of employment with the State. Employees with the greatest amount of employment time shall be recalled first, pursuant to the Appendices I and J in the contract between OCSEA and the State of Ohio.

4. Fixed term employees shall be entitled to all the rights and benefits of the contract except as specified in this document.

5. Fixed term irregular hour employees will have leave accrual pro-rated in the same manner as part-time employees.

6. All fixed term employees will be offered health insurance but the employer contribution will cease with the employee's termination date.

7. If the department, because of lack of money, finds it necessary to shorten the length of employment of fixed term employees, it shall do so by seniority by district pursuant to the contract including Appendices I and J and in the spirit of the Ohio Revised Code 124.321-327 and Administrative Rule 123.1-41-01 through 22. That is to say fixed term employees shall be laid off prior to permanent employees. End of an identified employment period (as noted in the appointment letter) is not a layoff.

### DEPARTMENT OF REHABILITATION AND CORRECTION

A. The Department of Rehabilitation and Correction will provide five uniforms as a standard issue to uniform personnel. Such issuance shall be accomplished during the term of this Agreement. Where needed, the first uniform shall be issued during Fiscal Year 1993, and the second uniform shall be issued prior to the expiration of the Agreement. The Department agrees to direct local Health and Safety Committees to develop policies and procedures to address the distribution of clothing for those employees regularly

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 overtime rosters which shall be provided to the facility steward, within a reasonable time, if so requested. The rosters shall be updated every pay period in which any affected employee had overtime offered.

Employees shall be canvassed quarterly as to whether they would like to be offered overtime and placed on the appropriate overtime roster by classification for that facility, work unit, or project. Overtime opportunity hours shall be carried from project to project and assignment to assignment. Any hours credited while on 1000 hour assignment will be carried back to the employee's regular roster. Employees who wish to be offered overtime shall provide a telephone number to their supervisor where they may be contacted by their supervisor.

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 the amount of overtime offered, and shall be liable for discipline unless extenuating circumstances arose which prevented him/her from reporting.

Any "no contact" with an employee shall be charged as overtime refused on the overtime roster. Contact with an answering machine or person other than the employee, without reply from the employee while the need still exists, shall be considered as overtime refused.

An employee on leave shall be considered as refusing all overtime opportunities until their next scheduled shift unless he/she has

informed the supervisor as to his/her availability prior to their departure for the leave.

Newly hired, promoted, demoted, or lateral transferred employees under the provisions of Article 17 of this Agreement who are qualified to perform the work shall be charged on the roster with one hour more than the highest amount on the appropriate roster in their new work location. Those employees electing, in a prior canvass period, not to be placed on an overtime roster shall be placed on the new roster with one hour more than the employee with the highest amount of hours on the roster.

Overtime rosters shall be revised annually in order to diminish accumulated hour totals. The employee with the lowest number of hours on a specific roster shall be reduced to zero and all other employees on the same roster shall be reduced that same amount of hours.

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

Any dispute regarding overtime shall be raised in accordance with the timelines established under Article 25 of this contract. The timelines for filing a grievance begins the first day following the posting of the overtime roster in which the alleged violation is first shown.

In construction, reasonable effort will be made to equalize overtime opportunity hours. If there is reason to believe construction assignments were made for reasons other than operational needs, proximity to project, and/or employee qualifications/experience, the employee may write a letter of complaint to his/her immediate Deputy Director. If the complaint is substantiated, the Deputy Director shall take appropriate corrective action. If the employee is not satisfied with the response of the immediate Deputy Director he/she may appeal to the Deputy Director of Labor Relations. Employee assignments shall not be grievable.

The Department further commits to provide increased construction training and schooling to improve job knowledge of employees.

In October of each year, management shall canvass employees who do not normally perform snow and ice removal duties to volunteer for overtime opportunities to do this work when regular overtime rosters are exhausted. These employees shall be placed on auxiliary rosters in counties to where they volunteer. The first

auxiliary roster is composed of qualified Unit 6 employees and overtime shall be offered in rotation by seniority order. The second auxiliary roster is composed of all other qualified employees. Management is not required to equalize overtime on auxiliary rosters. Employees on auxiliary lists have no right to grieve overtime opportunities for snow and ice removal.

If an employee on the first auxiliary list believes he/she was improperly bypassed two consecutive times, the employee may file a complaint with supporting documentation to the Deputy Director of Labor Relations in ODOT. If their complaint is substantiated, the employee shall be placed at the top of their auxiliary list.

The agency shall establish a phone log procedure to verify phone calls to employees who are being contacted for overtime. In the event there is a dispute as to an employee having been contacted, or which employee(s) were contacted, the phone log will be used for verification. In locations where there are computer verified phone systems, the computer log may be used for verification.

The Unit 6 agreements 6.01, 6.02 and 6.03 are deleted by this Agreement, as those Agreements pertain to ODOT; however, paragraphs 6.4 and 6.5 are retained.

#### 13.08 — Call Back Pay

In ODOT, employees who are called back to work and do report outside their regularly scheduled shift will be paid a minimum of two and one-half (2½) hours at the overtime rate of pay and will be put on the appropriate overtime roster.

#### 1000 Hour Assignment

When fluctuations in workload or weather conditions necessitate the temporary transfer of employees, the Director of the Ohio Department of Transportation or designee may temporarily assign such personnel to duties other than those specified by their classification.

When an employee is temporarily transferred, the transfer will be to a classification for which the employee is qualified. An employee(s) shall suffer no loss of pay, benefits or seniority as the result of a temporary transfer. Where such temporary transfers will be to a higher paying classification, the employee will receive the pay of the higher paying classification.

An employee temporarily transferred by this Section shall be notified in writing at least one (1) week in advance of the transfer.

Prior to the implementation of the 1000 hour assignment, a full list of positions to which transferred employees may be assigned shall be posted in the appropriate district and a copy of such shall be given to the Chief Steward, if requested.

Employees shall volunteer for the positions by state seniority after being notified of their transfer. An employee must possess the minimum qualifications for the position for which he/she is volunteering.

If positions are added to the position list after its initial posting and after some employees have already been transferred, those previously transferred shall have first opportunity to volunteer for those positions.

The Employer may designate positions on the list as "priority" positions in that these are jobs which need to be accomplished during the time period in question. If these "priority" positions are not filled by volunteers, the Employer shall fill these positions by inverse seniority among qualified transferees. Inverse selection shall be done after transferees have had the opportunity to volunteer unless there is an operational need to expedite the work of that priority position (a date may be placed on priority positions to indicate the desired starting time).

If the work of an 1000 hour position is completed, the employee may first volunteer or be assigned to a remaining 1000 hour position on the original list until the employee is needed in his/her regular position.

Employees assigned as field employees shall have the field employee report-in location during the assignment. Employees who volunteer for a position which is farther than their normal report-in location shall not have their additional travel time counted as hours worked. Employees who are required to accept assignments which are farther than their normal report-in location shall have their additional travel time counted as hours worked.

The duties of a temporarily transferred employee(s) shall not unduly alter the regularly scheduled assignments of permanently assigned employees. Any employee who is on a temporary transfer shall not be considered for an overtime assignment until all

appropriate permanently assigned employees have been asked to work the overtime pursuant to this Agreement.

No employee temporarily transferred by this Section will be transferred in excess of one thousand (1000) hours within a twelve (12) month period, unless mutually agreed to by the employee and the Agency Head or designee.

## FOR PILOTS I AND II IN THE DIVISION OF AVIATION

**Crew Scheduling** Working hours would change

- 1) Implement a true flex schedule. Working hours would change daily (M-F) based on flight activity.
- 2) A minimum staffing level of one (1) aircraft crew (1 captain, 1 co-pilot) would report each day at 7:30 a.m. These crews will be rotated.
- 3) A minimum of one aircraft crew will be placed in a standby status each day. Payment will not be in accordance with Article 13.12 of the OCSEA/AFSCME Agreement.

a. Standby pilots are required to be available to perform the required preflight operation within two hours after being notified of the scheduled departure time of the flight.

b. Standby pilots are expected to be able to become airborne in a maximum of three (3) hours following notification.

c. Standby pilots must remain in contact with the flight dispatcher by telephone, pager (beeper), and/or report to duty station. All pilots shall have individual beepers to be used only while on stand-by.

4) All other pilots not scheduled to fly or scheduled in accordance with #2 and 3 above are not required to be at duty station unless specifically directed to be there by his/her supervisor.

5) If additional flights become available and pilots scheduled under items #2 and 3 above are already assigned flights, Management will make an attempt to contact all employees under #4 who are qualified to conduct the flight. If contact is not made, Management employees may conduct the flight.

### Overtime

Employees will be compensated at the rate of time and one-half for any hours actually worked in excess of 80 hours within a pay period. Hours worked in accordance with #4 do not count toward

the 80 hours, unless employee is required to be at duty station by supervisor.

The above supplemental agreement supersedes all areas specifically covered in the Air Transport Policies and Procedures Manual for crew scheduling.

A pilot is eligible for a professional achievement pay supplement, equal to five percent (5%) of the employee's classification salary base rate, upon obtaining and maintaining any of the following ratings or certifications that are over and above those set forth by the Department of Administrative Services, Ohio Classification Specification for the position which the employee holds:

1. CFII (Certified Flight Instrument Instructor)

2. A.T.P. (Airline Transport Pilot)

3. Aircraft Type Rating for aircraft in service at ODOT

This supplement shall be added to the employees base salary for all hours paid but shall not be used in the calculation of overtime rate of pay. If the pilot loses this rating or certification, he/she is no longer eligible for the supplement. The pilots are required to notify management of any changes in certification or rating status. Training for such certification will not be provided by the agency.

This agency supplemental agreement supersedes any conflicting contractual language.

## OHIO VETERAN'S HOME

The parties agree that immediately after the ratification process for the newly negotiated Collective Bargaining Agreement, the Home and Chapter will form a joint Labor-Management Committee consisting of no more than six persons on each side to examine and discuss alternative scheduling of Licensed Practical Nurses and Hospital Aides. A representative from the Office of Collective Bargaining will be present at the first meeting and may attend Committee meetings from time to time.

## DEPARTMENT OF YOUTH SERVICES

A. Work area openings will be posted and filled pursuant to Appendix N of this Agreement; however, all DYS work area openings will be filled in accordance with classification seniority. The pick-a-post recanvassing of an entire facility will occur only

MEMORANDUM OF UNDERSTANDING ON  
SICK LEAVE BALANCE



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

WILLIAM J. FLAHERTY, DIRECTOR

RICHARD F. CELESTE, GOVERNOR

AUGUST 10, 1989

Mr. Russell Murray, Executive Director  
Ohio Civil Service Employees Association  
1680 Watermark Drive  
Columbus, OH 43215

Dear Mr. Murray:

This letter is in regard to the statewide sick leave policy found in Article 29 of the new agreement. As we discussed in our telephone conversation, the language in Section III. A. referencing the "Notification of New Sick Leave Balance" letter, which is issued when an employee's balance reaches 16 hours and again at 0 hours, does not coincide with the new accrual program. In an accrual program employees will not be using "down" through a lump sum, rather they will be using leave "up" as it is accrued. To send a notice when an employee's balance is at 0 or when a balance of 16 hours has been accrued does not reflect the intent of the parties in agreeing to this policy. For this reason the State will apply this section so that the first notice will be issued when an employee has "used" 64 hours and reaches a new sick leave balance of 16 hours or less. The second notice will be issued when 80 hours of leave have been used, and a balance of zero hours of new sick leave has been reached. (New Sick Leave is defined as sick leave earned or accrued after November 29, 1981.)

In the period between July 1, 1989 and December 1, 1989, employees shall be subject to the notification and discussion procedure set forth in Article 29.04 III. A. i.e., if the employee uses 64 hours of new sick leave between July 1, 1989 and December 1, 1989, and reaches a new sick leave balance of 16 hours or less. Also, during this period of time, the second notification will be issued when an employee has used 80 hours and reaches a zero balance of new sick leave.

During this same period of time, agencies will continue practices that were in effect prior to the new agreement when addressing any use of sick leave prior to the new contract; moreover, this letter in no way alters the agreement relating to pattern abuse.

Beginning December 1, 1989, an employee will receive the first notification when he/she has used 64 hours of new sick leave, and

when there is a substantial change in the operation or programs at the institution.

B. In accordance with Article 13.16, time clocks may be installed at the BYC/TCY complex beyond the 90-day limitation.

C. The Employer agrees to provide the required uniform for all Youth Leaders. The maintenance and care for uniforms will be in accordance with the provisions of Article 33.

MEMORANDUM OF UNDERSTANDING ON SENIORITY FOR EMPLOYEES HIRED PRIOR TO JULY 1, 1989

Mr. Russell Murray  
August 10, 1989  
Page Two

reaches a balance of 16 hours or less of new sick leave. They will receive the second notification when they reach a zero balance of new sick leave.

If you are in agreement with the foregoing, please sign below and return a copy to me.

Sincerely,

*Eugene Brundige*  
N. Eugene Brundige  
Deputy Director  
NEB/DD/sw

CONCURRENCE:

*Russell G. Murray*  
Russell Murray, Executive Director  
Ohio Civil Service Employees  
Association

*August 18, 1989*  
Date

MEMORANDUM OF UNDERSTANDING ON SENIORITY FOR EMPLOYEES HIRED PRIOR TO JULY 1, 1989

The parties agree to the following interpretations and application of the seniority language for employees hired prior to July 1, 1989. This interpretation does not apply to employees hired after that date.

1. An employee who quits to receive a promotion or transfer and was rehired within thirty (30) days has not experienced a break in service and should have earned seniority and service credits during the thirty (30) days.
2. A high school student or intern who separated service with the State and was rehired into a permanent position within thirty (30) days would have only the time contiguous to the rehire counted toward seniority and service time.
3. Part-time employees who became full-time employees will be credited with seniority in accordance with the following: the seniority will not be prorated, instead the employee will be given credit for fourteen (14) days of work for each pay period during which he/she worked one hour or more.
4. CETA employees who contributed to PERS and were hired prior to July 1, 1979 and had no break in service will have their time as CETA employees counted toward seniority and service time.
5. Intermittents, temporaries, and seasonals who were removed from the State payroll (listed as "other removal") and who worked one hour in a two (2) week pay period will be credited with fourteen (14) days of service for each such period if he/she becomes a permanent employee. This will be done for each two (2) week period in which the employee worked one (1) hour or more, regardless of how long ago the time was worked.
6. All employees hired prior to July 1, 1986 who were credited with time worked for city or county governments of the State will have that time counted toward service credit only and not for seniority.
7. An employee who was laid off and recalled, or re-employed prior to July 1, 1986, within one (1) year of layoff has not experienced a break in service and shall continue to earn seniority and service credits while on layoff.

FOR THE STATE OF OHIO:

*N. Eugene Brundige*  
N. EUGENE BRUNDIGE  
DEPUTY DIRECTOR  
OFFICE OF COLLECTIVE BARGAINING

FOR OCEA, LOCAL 11, AFSCME:

*Russell G. Murray*  
RUSSELL G. MURRAY  
EXECUTIVE DIRECTOR

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2. Inpatient hospital services;
3. Outpatient medical services;
4. Emergency medical services;
5. Diagnostic laboratory services and diagnostic and therapeutic radiological services;
6. Preventive health care services, including voluntary family planning services, infertility services, periodic physical examinations, routine or screening mammography, prenatal obstetrical care, and well-child care;
7. Services of skilled nursing care facilities;
8. Mental health services and substance abuse treatment services, including inpatient treatment at a level of no less than thirty (30) days per enrollee per benefit year. Supplemental benefits for outpatient evaluation and crisis-intervention services shall be provided at a level of no less than thirty (30) visits per benefit year and up to an additional twenty (20) units of service, to be counted against the inpatient benefit (20) units of two (2) units of service to one (1) day of inpatient treatment. Outpatient services shall be provided at a psychiatrist or psychologist office, an accredited or certified intensive outpatient treatment program, a hospital outpatient program, or a community mental health facility;
9. In accordance with the U.S. Centers for Disease Control guidelines, Hepatitis B vaccinations shall be provided upon request of employees, including those who have direct contact with institutional or former institutional clients, at no cost to the employee;
10. Prescription drugs, with \$3.00 co-payment for generic, \$7.00 co-payment for brand name drugs. Where a generic equivalent is available, the co-payment for brand name drugs shall be \$10.00;
11. Allergy injections;
12. Home health services;
13. Licensed dietitian services for medically necessary management;
14. Physical therapy;
15. Initial internal or external prosthetic devices and medically necessary replacements;
16. Non-experimental organ transplants; and

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17. Liaison services with the State Employee Assistance Program.

#### HMO Minimum Standards

The group health care agreement between the State of Ohio and those HMOs offered to State employees shall contain the following provisions:

1. Participating HMOs will ensure that all State employee members and their covered dependents are held harmless from any charges beyond established fees or co-pays for any benefit provided as a part of the HMO benefit plan, regardless of the contracting or non-contracting status of the provider;
2. All State employee members and their dependents shall be entitled, at their discretion, to change primary care physicians a minimum of at least two (2) times each year.
3. Each participating HMO shall provide quarterly reports to the Department of Administrative Services, Office of Benefits Administration, regarding complaints filed with it by State employee members. Such reports shall provide, in summary form, the nature of such complaints and the disposition of such complaints;
4. Participating HMOs must comply with minimum financial guidelines, which shall be set forth by the Director of Administrative Services and reviewed by the JHCC.

#### 35.05 — DENTAL AND VISION BENEFITS

##### Coverage

All State employees and their dependents shall be eligible for dental and vision benefits upon an employee's completion of one year of continuous State service. These benefits will be provided at no cost to the employee. Each employee must designate which dental benefit option he/she wishes to have. The vision benefits plan includes both a "panel" and a "non-panel" option.

##### Dental Benefits

Dental benefits will include all of the forms and extent of benefits provided under the Dental Indemnity Plan and under the Dental Maintenance Organization in effect on June 30, 1992, including the major features and at the payment rates indicated below:

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Further the Labor-Management Committee will work with the Dental Maintenance Organization to identify areas in which the panel of dentists is inadequate and make appropriate recommendations for expansions in those areas.

**Dental Indemnity Plan:**

Individual calendar year deductible: \$25.00 (not applicable for Class I services);

Individual calendar year maximum benefit: \$750.00;

Class I Services — Payable at 100 percent of the reasonable and customary charge:

- Diagnostic services: oral exams, X-rays, tests and laboratory examinations; emergency treatments.
- Preventive services: teeth cleaning, fluoride treatments, space maintainers.

Class II Services — Payable at 65 percent of the reasonable and customary charge:

- General anesthesia; basic restorative fillings (amalgam, silicate, acrylic); root canal therapy; gum treatments; oral surgery; maintenance of bridgework and dentures.

Class III Services — Payable at 50 percent of the reasonable and customary charge:

- Major restorative fillings (gold foil, gold inlays, porcelain, crowns); installation of bridgework and dentures.

Class IV Services — Payable at 50 percent of the reasonable and customary charge:

- Orthodontia services.

**Dental Maintenance Organization:**

Dental Service Employee Payment  
 Diagnostic and Preventive  
 Dental examinations ..... No charge  
 (no limit on frequency)

X-rays, as needed  
 (no limit on frequency) ..... No charge

Clearing and sealing  
 (no limit on frequency) ..... No charge

Fluoride treatment for  
 dependent user under age 19 ..... No charge

Oral hygiene and dietary instruction ..... No charge

Emergency treatment ..... No charge

Space maintainers ..... No charge

Restorative:  
 Restorations for treatment of cavities .. No charge

Pin buildup ..... No charge

Oral Surgery (Under Local Anesthetic):  
 Routine extractions ..... No charge

Surgical removal ..... No charge

Removal of tooth  
 (tissue or bony impactions) ..... No charge

Alveolectomy ..... No charge

Endodontics (Root Canal Therapy):  
 Pulp capping ..... No charge

Pulpotomy ..... No charge

Root canal filling ..... No charge

Apicoectomy ..... No charge

Periodontics (Gum and Bone Repair)  
 Scaling and root planing ..... No charge

Subgingival curettage .....	No charge
Hemisection .....	No charge
Equilibration .....	No charge
Gingivoplasty .....	\$60/quadrant
Muco-gingival surgery .....	\$60/quadrant
Osseous surgery .....	\$60/quadrant
Prosthetics:	
Dentures, full or partial .....	25% of fee
Crowns (metal, porcelain, acrylic, stainless steel) .....	25% of fee
Denture or bridge repair .....	25% of fee
Denture reline .....	25% of fee
Post and core .....	25% of fee
Bridge abutments or Pontics .....	25% of fee
Orthodontia	
(Employee, spouse, and dependent child to age 19) .....	no charge after \$1000 OPM
Failed Appointments .....	\$15.00
Services not specified or use of precious metals .....	Dentist's fee
Deductible .....	None
Annual Maximum Benefit (Other Than Orthodontia) .....	\$750.00

### VISION CARE BENEFITS

Vision benefits will include all of the forms and extent of benefits provided under the vision services indemnity ("non-panel") plan in effect on June 30, 1992 except as modified below.

Additionally, the State shall maintain a vision care Preferred Provider Organization ("panel") as a vision benefit. The vision services PPO shall provide the following:

With a co-payment of \$10.00 per examination, the vision services PPO will provide a professional vision examination for each covered employee and his/her dependents once every twenty-four (24) months. The examination is a complete analysis of the visual functions, including eye refraction and the prescription of lenses where indicated.

With a combined co-payment of \$15.00, the vision services PPO will provide a frame and prescription lenses once every twenty-four (24) months, provided that the frame and lenses selected do not exceed the plan allowance. The plan allowance for frames is defined as a \$25.00 wholesale frame benefit.

The Plan will provide any necessary lenses, including single vision, bifocal, trifocal or other more complex lenses necessary for the patient's visual welfare, including multifocal lenses, plastic lenses, tinted lenses, and VDT-coated lenses. Other items known as "extras", such as photochromic lenses, oversize lenses, or blended bifocals may be provided but the employee will pay an additional controlled charge depending on which extra item is selected. A frame, a lens, or lenses may be obtained separately under the vision PPO.

The co-payment amounts are to be paid by the employee or his/her dependent at the time covered vision care services are received. An allowance for cosmetic contact lenses is provided to be used in lieu of other plan benefits during the coverage period. Cosmetic contact lenses are covered up to \$80.00.

Contact lens prescribed following cataract surgery or when visual acuity cannot be improved to at least 20/70 in the better eye by spectacle lenses are to be covered up to \$150.00 through a non-panel provider. An additional \$25.00 for an exam may also be paid. Medically necessary contact lenses provided through a panel pro-

vider are paid in-full with no out-of-pocket to a State of Ohio employee. Employees in the vision services PPO may use non-PPO providers; however, if covered vision services are received from a non-participating ("non-panel") provider, the amount of the benefit reimbursed to the employee shall be in accordance with the vision services indemnity plan schedule in effect on June 30, 1992. Plan allowances and relevant limitations for vision services under both panel providers and non-panel providers are as follows:

ITEM	PANEL BENEFITS	NON-PANEL REIMBURSEMENT
Frames	A wholesale allowance of \$25.00 is made toward the cost of the frame. A combined deductible of \$15 applies to lenses and frames	\$18.00
Lenses		
-single	Employee pays only combined deductible	\$25.00
-bifocal	of \$15.00 for lenses and frames.	\$35.00
-trifocal		\$52.00
-other		
Contact Lenses		
-cosmetic	\$80.00	\$80.00
-medically necessary	paid-in-full	\$150.00

### 35.06 — Life Insurance

**Amount**  
Beginning with the first year anniversary of employment, the Employer will provide a group life insurance policy equal to the employee's annual salary rounded upward to the next highest thousand at no cost for all employees. The amount of insurance provided to employees sixty-five (65) years of age but under seventy (70) years of age shall be reduced to sixty-five percent (65%). For

employees age seventy (70) and over, the amount of insurance provided shall be reduced to fifty percent (50%).

### Conversion

In the event the employee terminates from state service or is on an unpaid leave of absence or reaches age 70, the employee may convert his/her life insurance to a private policy by paying the premium rate within the thirty-one (31) day conversion privilege date.

### Disability Coverage

In the event a state employee goes on an extended medical disability or is receiving Workers' Compensation benefits, the Employer-policyholder shall continue group life insurance coverage at no cost to the employee for the period of such extended leave, but not beyond three (3) years.

### 35.07 — Optional Life Insurance

The State shall make available Optional Term Life Insurance to employees. The cost will be paid by the employee on a payroll deduction basis. The available coverage will be at least two times the employee's salary.

### 35.08 — Employee Benefits Trust Fund

Until January 1, 1993, the Union shall have the option to establish an employee benefit trust fund, to take effect not sooner than ninety days following formal written notice from the Union of its desire to exercise this option. The components of that benefits trust fund would be:

- (1) The dental programs described in 35.05 above;
- (2) The vision program described in 35.05 above; and
- (3) The life insurance programs described in 35.06 and 35.07 above.

The purpose of the Benefits trust Fund would be to provide the benefits listed in (1), (2), and (3) above to state employees in accordance with the pre-existing rules, regulations, and eligibility definitions. It shall be at the option of the State whether such benefit Trust Fund will be for all state employees currently covered by such benefits or only employees within bargaining units repre-

mented by the Union. Once such option is exercised, however, it shall not be changed during the life of this Agreement.

If the Union determines that it wishes to exercise this option, the employer and the Union agree that the following conditions shall apply:

- (1) There shall be eleven trustees;
- (2) Seven of the trustees shall be designated by OCSEA;
- (3) The employer and the Union shall enter into a contract to provide for the implementation of the Benefits Trust Fund in accordance with such terms as shall be agreed upon by the parties;
- (4) On the effective date of the Trust Fund, the Trust Fund shall assume responsibility for existing vendor contracts, provided that the State shall be liable for all outstanding obligations on and prior to the effective date of the Trust Fund and the State shall receive any excess premiums up to that date;
- (5) On the effective date of the Trust Fund, the Trust Fund shall assume responsibility for establishing rules, regulations, and definitions of eligibility;
- (6) Monthly, the State shall deposit in the OCSEA Benefits Trust Fund an amount equal to the sum of the current premiums being paid per employee for programs being assumed by the Trust Fund on the effective date of the Benefits Trust Fund for each month of each year of this Agreement, such amount to be deposited as soon as practical after the first pay period of each month. In the first pay period in June following the effective date of the trust, and in the first pay period of each subsequent June during the life of this agreement, that amount shall be increased fifteen percent. Additionally, the employer shall deposit in the OCSEA Benefits Trust Fund an amount equal to the sum of the current premiums being voluntarily paid via payroll deduction by employees for the optional life insurance benefit described in 35.07.

#### **ARTICLE 35A — DISABILITY BENEFITS**

##### **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, except that effective March 1, 1992:

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

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

##### **35A.02 — Minimum Benefit Level**

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

##### **35A.03 — Other Leave Usage to Supplement Disability**

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

##### **35A.04 — 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 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.

##### **35A.05 — 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.06 — 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.

## ARTICLE 36 — WAGES

### 36.01 — Definitions of Rates of Pay

"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

Effective with the pay period which includes July 1, 1993, the pay schedules shall be increased by five percent (5.0%).

### 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.

### 36.04 — Promotions

Employees who are promoted shall be placed in a step to guarantee them at least an increase of 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. 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.

### 36.06 — Roll Call Pay

Correction Officers in the Department of Rehabilitation and Corrections 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.

### 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.

### 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

Effective February 9, 1992, all employees covered by this Agreement who are paid in accordance with Schedule C in the classification of Utility Attorney Examiner 1 and Utility Attorney shall be paid in accordance with the OCSEA/AFSCME pay schedule in Pay Range 34. Effective February 9, 1992, all employees covered by this Agreement who are paid in accordance with Schedule C in the

classification of Utility Attorney Examiner II shall be paid in accordance with the OCSEA/AFSCME pay schedule in pay range 35. Employees covered by this provision shall continue to be covered by the existing overtime practices, notwithstanding the provisions of Section 13.10. These employees shall be placed in the step that affords them the same total rate of pay as they currently earn. If no such step exists, the employee shall be placed in the next higher step that affords them the least amount of increase. No employee shall suffer a loss in their total rate of pay as a result of this provision. Step movement and longevity payments will be paid in accordance with the procedure established for the other employees covered by this contract.

#### **ARTICLE 37 — TRAINING/CONTINUING EDUCATION/ TUITION**

##### **37.01 — Training And Development**

The Employer and the Union recognize the need for training and development of employees in order that services are efficiently and effectively provided and employees are afforded the opportunity to develop their skills and potential.

##### **37.02 — 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 M/P/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.

##### **37.03 — 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.

##### **37.04 — 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 and will lead to the improvement of the employee's skills and job performance. Reasonable effort will be made to equitably distribute such training opportunities among employees.

##### **37.05 — Training Records**

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.

##### **37.06 — 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.

##### **37.07 — Union Input**

The Union is encouraged to provide information to the Employer in the development of training/continuing education programs for employees. Such information can be offered during Labor-Management Committee meetings or through other mutually agreed-to mechanisms.

##### **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 requirement(s), the affected employee shall meet such requirement(s) as soon as reasonably possible.



#### ARTICLE 40 — INDEMNIFICATION

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

Premiums for any bond required by the Employer or law for any employee to carry out his/her assigned duties shall be paid by the Employer.

#### ARTICLE 41 — NO STRIKE/NO LOCKOUT

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

#### ARTICLE 42 — SAVINGS

Should any part of this Agreement be declared invalid by operation of law or by a tribunal of competent jurisdiction, the remainder of the Agreement will not be affected thereby but will remain in full force and effect. In the event any provision is thus rendered invalid, upon written request of either party, the Employer and Union will meet promptly and negotiate a mutually satisfactory modification within thirty (30) days.

#### ARTICLE 43 — DURATION

##### 43.01 — Duration of Agreement

This Agreement shall continue in full force and effect for the period January 1, 1992, through January 31, 1994, and shall constitute the entire Agreement between the parties. All rights and duties of both parties are specifically expressed in this Agreement. This Agreement concludes the collective bargaining for its term, subject only to a desire by both parties to agree mutually to amend or supplement it at any time. No verbal statements shall supersede any provisions of this Agreement.

##### 43.02 — Renegotiations

The Union shall designate no more than forty (40) bargaining unit members to serve on the master negotiating team. 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.

#### 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

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.

#### 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;

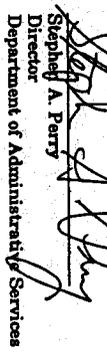
D. In cooperation with the Union, the Agency(s) will aggressively search for any available program assistance for the purpose of job training and/or placement. The Union and the Employer will closely examine all possible avenues for human resource assistance in both the public and private sectors.

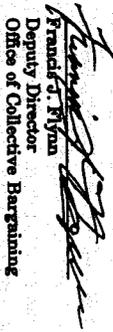
The parties here caused this Agreement to be executed this 2nd day of March 1992.

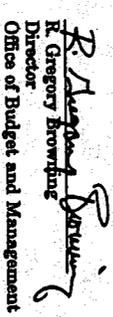
On Behalf of  
The State of Ohio

On Behalf of  
The Ohio Civil Service Employee Association  
AFSCME Local 11, AFL-CIO

  
George P. Voinovich  
Governor

  
Stephen A. Perry  
Director  
Department of Administrative Services

  
Francis J. Ryan  
Deputy Director  
Office of Collective Bargaining

  
R. Gregory Browning  
Director  
Office of Budget and Management

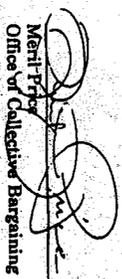
  
Ronald C. Alexander  
President

  
S. Geneva Watson  
Vice-President

  
Andy Miloroto II  
Secretary-Treasurer

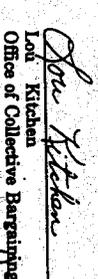
  
Paul W. Goldberg  
Executive Director

FOR THE STATE OF OHIO

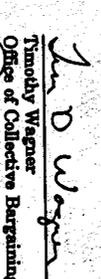
  
Merit Fry  
Office of Collective Bargaining

  
Richard Daubman  
Office of Collective Bargaining

  
Elliot T. Fishman  
Office of Collective Bargaining

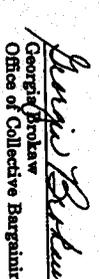
  
Lou Kitchen  
Office of Collective Bargaining

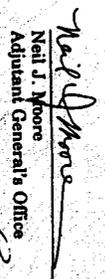
  
Denise Donough  
Office of Collective Bargaining

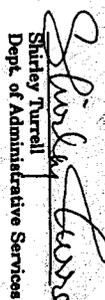
  
Timothy Wagner  
Office of Collective Bargaining

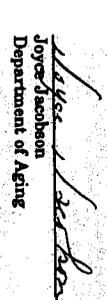
  
Michael Duce  
Office of Collective Bargaining

  
Rodney Sampson  
Office of Collective Bargaining

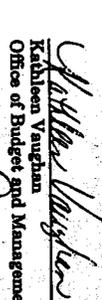
  
George Prokav  
Office of Collective Bargaining

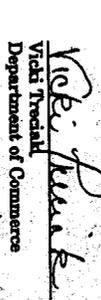
  
Neil J. Moore  
Adjutant General's Office

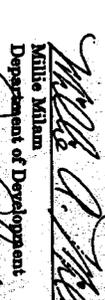
  
Shirley Turrell  
Dept. of Administrative Services

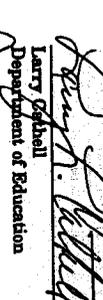
  
Joyce Jacobson  
Department of Aging

  
David Gahr  
Office of Budget and Management

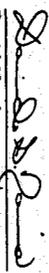
  
Kathleen Vaughan  
Office of Budget and Management

  
Vicki Treadall  
Department of Commerce

  
Mille Milam  
Department of Development

  
Larry Goshall  
Department of Education

  
Janice Vira  
Bureau of Employment Services

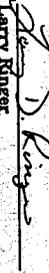
  
David Norris  
Department of Motor Research  
Department of Health

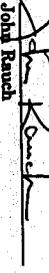
  
Bill Kirk  
Environmental Protection Agency

  
Sally Mill  
Department of Liquor Control

  
Tony Washington  
Veteran's Home

  
Florence Warren  
Department of Highway Safety

  
Terry Ringer  
Public Utilities Commission

  
Mike Musaro  
Lottery Commission

  
Nancy Seman  
Bureau of Worker's Compensation

  
Paul Guthrie  
Department of Human Services

  
Joe Shaver  
Department of Rehab and Correction

  
John Raub  
Department of Mental Health

  
Steve Elder  
Department of Youth Services

  
Sue Newell  
Industrial Commission

  
Bruce Mroka  
Rehab Services Commission

  
Barbara Valentin  
Department of Agriculture

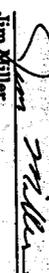
  
Steve Toth  
Department of Alcohol and Drug  
Addiction Services

  
Carol Nolan Drake  
Industrial Relations

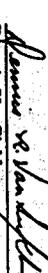
  
Carol Croft  
Department of Taxation

  
Terry Coffey  
Ohio Civil Rights Commission

  
Paullette Robinson  
Department of Insurance

  
Jim Miller  
Department of Transportation

  
Barbara Valentin  
Department of Agriculture

  
Dennis VanStickle  
Library Board

  
I. K. Ralph Frazier  
Veteran's Children's Home

Ohio Civil Service Employees Association, AFSCME Local 11, AFL-CIO  
NEGOTIATING TEAM

<i>Ronald C. Alexander</i> Ronald C. Alexander	<i>Deborah DeFoy</i> Deborah DeFoy
<i>Vicki Anderson</i> Vicki Anderson	<i>Kay Dickinson</i> Kay Dickinson
<i>Dorothy Brown</i> Dorothy Brown	<i>Andy J. DiLoreto</i> Andy J. DiLoreto
<i>Melody Brent</i> Melody Brent	<i>Jim Eckard</i> Jim Eckard
<i>William (Cory) Blaker</i> William Blanton	<i>Dan Francis</i> Dan Francis
<i>Randy Burtley</i> Randy Burtley	<i>Cathy Graves</i> Cathy Graves
<i>Robert Blackwell</i> Robert Blackwell	<i>Floyd Gray</i> Floyd Gray
<i>Joyce Burns</i> Joyce Burns	<i>Mike Hill</i> Mike Hill
<i>Tom Christie</i> Tom Christie	<i>Tynell Jaffes</i> Tynell Jaffes
<i>Susan Clime</i> Susan Clime	<i>Dave Justice</i> Dave Justice



<i>Bob Charlton</i> Bob Charlton	<i>Sam Lintville</i> Sam Lintville
<i>Chet Chaney</i> Chet Chaney	<i>Mike Mardin</i> Mike Mardin
<i>Doug Downie, Jr.</i> Doug Downie, Jr.	<i>Sam Melson</i> Sam Melson
<i>Mike Moschell</i> Mike Moschell	<i>Dick Stark</i> Dick Stark
<i>Jamie Parsons</i> Jamie Parsons	<i>Kathy Stewart</i> Kathy Stewart
<i>Fran Reisinger</i> Fran Reisinger	<i>E. Joyce Thompson</i> E. Joyce Thompson
<i>Cindy Robertson</i> Cindy Robertson	<i>S. Geneva Watson</i> S. Geneva Watson
<i>Ronald Rhonemus</i> Ronald Rhonemus	<i>Naomi Weinsüfger</i> Naomi Weinsüfger
<i>David Stone</i> David Stone	<i>Angie Wiley</i> Angie Wiley
<i>Clark Scheerens</i> Clark Scheerens	<i>Ted Woods</i> Ted Woods

**APPENDIX A  
CLASSIFICATIONS — BARGAINING UNIT 3**

The following classifications, including any parenthetical subtitles, are included in Bargaining Unit Three:

Class No.	Pay Range	Title
26511	28	Correctional Firefighter
30211	07	Security Technician 1
30212	08	Security Technician 2
30281	06	Youth Program Specialist
30504	04	Youth Leader
30527	27	Correction Officer
30530	30	Security Specialist
44141	26	Psychiatric Attendant
44142	27	Psychiatric Attendant Coordinator
46111	25	Security Officer 1
46112	26	Security Officer 2
46511	06	Youth Leader
46513	07	Youth Leader Specialist
46531	27	Correction Officer
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:

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	Vocation Instructor 1
18132	26	Vocation Instructor 2

18141	25	Rehabilitation Aide
18531	04	Recreation Aide
30271	28	Pharmacy Administrative Assistant
30291	32	MH/MR Program Coordinator
30504	04	Hospital Aide
30508	08	License Practical Nurse
30526	26	Mental Health Technician 1
30527	27	Activity Therapist Specialist 2
30527	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	License 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	License Physical Therapy Assistant
44310	28	Occupational Therapy Assistant
44731	26	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	28	X-Ray Technician
86322	28	X-Ray Technician
86331	29	EKG/EKG Technician

**APPENDIX C  
CLASSIFICATIONS — BARGAINING UNIT 5**

The following classifications, including any parenthetical subtitles, are included in Bargaining Unit Five:

Class No.	Pay Range	Title
14211	05	Commissary Worker
30021	04	Custodial Work Coordinator
30502	02	Custodial Worker
30031	03	Laundry Work Coordinator
30501	01	Laundry Worker
30061	05	Correctional Laundry Coordinator
30171	25	Commissary Coordinator
30501	01	Food Service Worker
30506	06	Food Service Coordinator 2
30505	03	Cook 1
30505	05	Cook 2
30503	03	Fabric Worker 2
30506	06	Dietitian Assistant
30506	06	Correctional Food Service Coordinator 1
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	27	Correctional Food Service Coordinator 1
42452	28	Correctional Food Service Coordinator 2
42511	04	Fabric Worker 1
42512	04	Fabric Worker 2
42521	01	Laundry Worker
42541	27	Correctional Laundry Coordinator 1
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:

Class No.	Pay Range	Title
22131	27	YCC Work Project Coordinator
22151	25	CCC Dormitory Advisor
22171	08	CCC Project Crew Leader
22211	05	Wildlife Conservation Aide
22221	27	Fish Management Technician
22231	27	Fish Hatchery Technician
22241	05	Net Constructor
22242	07	Net Construction Specialist
22280	28	Wildlife Research Technician
22320	26	Forestry 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
22831	02	Conservation Worker
22832	04	Conservation Aide
22833	05	Conservation Crew Leader
30081	09	Treatment Plant Operations Coordinator
30503	03	Fabric Worker 2
30505	05	Delivery Worker 1
30505	05	Delivery Worker 2
30505	05	Wildlife Conservation Aide
30527	27	Wildlife Technician
30505	05	Assistant Auto Mechanic
30506	06	Vehicle Operator 2
30506	06	Tailor 2
30506	06	Body Repair Worker 1
30505	05	Maintenance Repair Worker 2
30505	05	Maintenance Repair Worker 3
30507	07	Carpenter 1

30507 07 Welder 2  
 30508 08 Electrician 2  
 30508 08 Plumber 2  
 30508 08 Sheet Metal Worker 2  
 30508 08 Air Quality Technician 2  
 30507 07 Auto Mechanic 1  
 30508 08 Auto Mechanic 2  
 30509 09 Auto Mechanic 3  
 30507 07 Parks Conservation Crew Leader  
 30507 07 Routemarker 2  
 30508 08 Sawyer 3  
 30505 05 Equipment Operator 1  
 30507 07 Equipment Operator 3  
 30508 08 Equipment Maintenance Coordinator  
 30509 09 Correction Farm Supervisor 2  
 30510 10 Aircraft Mechanic 2  
 30529 29 Penal Workshop Quality Control Specialist  
 30530 30 Farm Specialist  
 46541 04 Correctional Farm Laborer  
 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 07 Air Quality Technician 1  
 52292 08 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  
 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  
 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 06 Bridge Worker 1  
 53232 07 Bridge Worker 2  
 53241 05 Routemarker 1  
 53242 08 Routemarker 2  
 53261 05 Foundation Mechanic  
 53263 06 Foundation Mechanic Coordinator  
 53320 05 Signal Electrician Assistant  
 53321 06 Lineworker  
 53322 07 Signal Electrician 1

53323 08 Signal Electrician 2  
 53411 06 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  
 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 08 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 07 Treatment Plant Operator  
 54612 08 Treatment Plant Coordinator 1  
 54613 31 Treatment Plant Coordinator 2

APPENDIX E  
 CLASSIFICATIONS — BARGAINING UNIT 7

The following classifications, including any parenthetical subtitles, are included in Bargaining Unit Seven:

Class No.	Range Pay	Title
21111	28	Livestock Inspector
21121	29	Grain Warehouse Examiner
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	28	Pesticide Control Specialist
21211	28	Egg Products Inspector
21212	26	Poultry Products Inspector
21221	29	Fruit and Vegetable Inspector
21231	30	Meat Inspector
21233	30	Meat Inspection Specialist
21241	30	Food Inspector
21243	30	Food Inspector Coordinator
21251	28	Weights and Measures Inspector 1
21252	29	Weights and Measures Inspector 2
21253	30	Weights and Measures Technologist
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	31	Pharmacy Board Compliance Agent
21581	28	Amusement Ride and Game Inspector 1
21582	29	Amusement Ride and Game Inspector 2

23111	28	Public Utilities Transportation Investigator 1	24442	33	Safety and Health Consultant
23112	29	Public Utilities Transportation Investigator 2	24461	30	Radiation Safety Officer 1
23121	28	Public Utilities Transportation Examiner 1	24462	31	Radiation Safety Officer 2
23122	29	Public Utilities Transportation Examiner 2	24471	30	Industrial Safety Hygienist 1
23131	30	Public Utilities Water and Sewer Compliance Investigator	24472	32	Industrial Safety Hygienist 2
23161	31	Hazardous Materials Investigation Specialist	24473	33	Industrial Safety Hygienist 3
23171	30	Public Utilities Telephone Compliance Investigator	24474	34	Industrial Safety Hygienist 4
23181	30	Public Utilities Gas Pipeline Safety Compliance Investigator	24481	28	Industrial Safety Consultant 1
23191	30	Public Utilities Electric Compliance Investigator	24482	29	Industrial Safety Consultant 2
23311	29	Railroad Inspector 1	24483	31	Industrial Safety Consultant 3
23312	31	Railroad Inspector 2	24484	33	Industrial Safety Consultant 3
23313	32	Railroad Inspector 3	24511	29	Ergonomist 1
24111	30	Building Inspector	24512	30	Ergonomist 2
24121	30	Boiler Inspector	24513	31	Ergonomist 3
24123	31	Nuclear Boiler Inspector	24710	30	Mine Rescue Operations Coordinator
24131	30	Electrical Inspector	24711	31	Mine Safety Inspector 1
24141	30	Elevator Inspector	24712	33	Mine Safety Inspector 2
24151	30	High Pressure Piping Inspector	24721	28	Oil and Gas Well Inspector
24161	30	Plumbing Inspector 1	24741	27	Reclamation Inspector 1
24162	31	Plumbing Inspector 2	24742	29	Reclamation Inspector 2
24311	27	Stationary Lead Limit Inspector	24743	30	Reclamation Inspector 3
24312	28	Portable Lead Limit Inspector	24911	27	Racing Inspector
24331	27	Driver's License Examiner 1	24921	28	Embalmer and Funeral Facility Inspector
24332	28	Driver's License Examiner 2	24941	30	Aviation Specialist 1
24351	28	Motor Vehicle Inspector	24942	32	Aviation Specialist 2
24391	30	Industrial Inspector	26121	30	Criminal Investigator 1
24411	29	Industrial Safety Inspector	26122	31	Criminal Investigator 2
24421	28	Breath Alcohol Testing Inspector	26181	27	Institutional Identification Officer
24431	28	Safety and Health Inspector 1	26210	27	Investigator Assistant
24432	29	Safety and Health Inspector 2	26211	30	Investigator
24433	30	Safety and Health Compliance Inspector	26221	29	Insurance Investigator 1
24441	32	Safety and Health Coordinator	26222	31	Insurance Investigator 2
			26521	29	Consumers' Counsel Utility Investigator
			26521	30	Fire Safety Inspector
			26531	29	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  
 30525 25 Driver's License Examiner 1  
 30525 25 Laboratory Technician 2  
 30527 27 Electronic Technician 1  
 30527 28 Electronic Technician 2  
 30529 27 Environmental Technician 1  
 30529 29 Environmental Technician 2  
 30528 28 Reclamation Inspector 1  
 30530 30 Reclamation Inspector 2  
 30528 28 Safety and Health Inspector 1  
 30529 29 Safety and Health Inspector 2  
 30529 29 Safety and Health Compliance Officer  
 30525 25 Photo Laboratory Technician 1  
 30528 25 Photographic Specialist  
 30529 29 Survey Technician 1  
 30529 29 Survey Technician 3  
 30529 29 Survey Investigator 1  
 30529 29 Health Physicist 1  
 30530 30 Health Physicist 1  
 30530 30 Fruit and Vegetable Inspector  
 30530 30 Nursing Board Enforcement Agent  
 30530 30 Comp Inv 2 Tele  
 30530 30 Comp Inv 2 Gas  
 30530 30 Industrial Safety Hygienist 1  
 30531 31 Industrial Safety Hygienist 2  
 30534 34 Industrial Safety Hygienist 3  
 30534 34 Industrial Safety Hygienist 4  
 30531 31 Industrial Safety Specialist  
 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  
 52751 08 Correctional Printing Machine  
 54571 30 Coordinator  
 64921 31 Steam Engineer Examiner  
 66771 30 Hazardous Materials Specialist  
 69481 28 Insurance Licensing Examiner  
 82111 27 Social Services Licensing Specialist  
 82121 27 Graphic Artist  
 82210 28 Layout Design Artist  
 82221 26 Photographer  
 82311 28 Photograph Developer  
 82320 27 Cartographer  
 82321 27 Photogrammetry Technician 1  
 82322 28 Photogrammetry Technician 2  
 82323 29 Photogrammetrist 1  
 82323 30 Photogrammetrist 2  
 82324 31 Photogrammetrist 3  
 83250 27 Medical Laboratory Technician  
 83620 25 Geology Technician  
 84111 25 Drafting Technician 1  
 84112 25 Drafting Technician 2  
 84113 27 Drafting Coordinator  
 84211 26 Survey Technician 1  
 84212 28 Survey Technician 2  
 84213 29 Survey Technician 3  
 84321 26 Materials Technician 1  
 84322 27 Materials Controller 1  
 84323 29 Materials Controller 2  
 84330 25 Materials Controller 3  
 84331 25 Centrifuge Operator  
 84334 26 Bituminous Plant Inspector  
 84351 28 Bituminous Plant Coordinator  
 84352 26 Project Inspector 1  
 84411 29 Project Inspector 2  
 84412 26 Electronic Technician 1  
 84421 27 Electronic Technician 2  
 84422 29 Radiological Instrument Technician 1  
 84611 30 Radiological Instrument Technician 2  
 84631 27 Environmental Technician  
 84631 29 Radiological Analyst 1

84632	31	Radiological Analyst 2
84640	29	Health Physics Technician
84651	29	Automobile Emissions Inspector
86110	02	Laboratory Assistant
86111	24	Laboratory Technician 1
86112	25	Laboratory Technician 2
86113	27	Laboratory Technologist

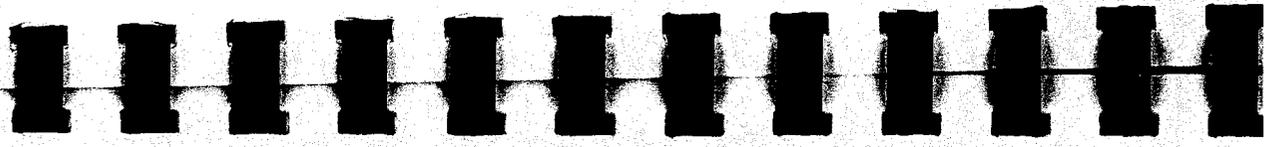
**APPENDIX F  
CLASSIFICATIONS — BARGAINING UNIT 9**

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):

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

12371	25	Computer Operator 1
12372	26	Computer Operator 2
12373	28	Computer Operator 3
12374	29	Computer Operator 4
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
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
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	Disability Insurance Claims Specialist
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  
 16941 27 Certification/Licensure Examiner 1  
 16942 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  
 30001 26 Clerical Technician  
 30011 29 Account Clerk Specialist  
 30502 02 Clerk 1  
 30502 02 Office Machine Operator 1  
 30504 04 Office Machine Operator 2  
 30503 03 Accounting Machine Operator 1  
 30525 25 Accounting Machine Operator 2  
 30503 03 Disability Pay  
 30503 03 Telephone Operator 1  
 30503 03 Stores Clerk  
 30504 04 Stores Clerk  
 30505 05 Radio Dispatcher  
 30527 27 Radio Operator 2  
 30503 03 Data Processor 1  
 30504 04 Data Entry Operator 1  
 30525 25 Data Entry Operator 3  
 30525 25 Storekeeper 1  
 30527 27 Storekeeper 2  
 30525 25 Clerical Specialist  
 30525 25 Technical Typist  
 30528 26 Secretary 1  
 30528 28 Administrative Secretary 1  
 30526 26 Statistics Clerk  
 30526 26 Library Media Technical Assistant 2  
 30526 26 Word Processing Specialist 1  
 30526 26 Word Processing Specialist 2  
 30528 28 Word Processing Specialist 3  
 30526 26 Engineering Clerk  
 30526 26 Account Clerk 2  
 30529 29 Account Clerk 2



30527 27 Account Clerk 3  
 30527 27 Student Loan Specialist 2  
 30528 28 Computer Operator 1  
 30529 27 Computer Operator 2  
 30529 29 Permit Technician 1  
 30527 27 Permit Technician 2  
 30527 27 Unemployment Claims Examiner 2  
 30527 27 Examiner 2  
 30530 30 Examiner 3  
 30527 27 Examiner 4  
 30527 27 Data Control Technician  
 30528 28 Traffic Technician 2  
 30528 28 Income Maintenance Worker 3  
 30528 28 Technical Writer 2  
 30529 29 Disability Claims Adjuster 1  
 30529 29 Disability Claims Adjuster 2  
 30531 31 Disability Claims Specialist 1  
 30529 29 Claims Examiner 4  
 30529 29 Printing Coordinator 1  
 30529 29 Communication Technician 2  
 30529 29 Employee Benefits Coordinator 2  
 30530 30 Public Inquiries Assistant 1  
 52411 06 Telecommunications Technician 1  
 52412 08 Telecommunications Technician 2  
 52413 09 Telecommunications Technician  
 52431 06 Coordinator  
 52441 05 Radio Operator  
 52760 29 Radio Dispatcher  
 54431 06 Printing Coordinator  
 63141 26 Bookmobile Operator  
 64210 27 Forms Control Specialist  
 64211 28 Employment Services Interviewer  
 64212 28 Employment Services Representative  
 64220 28 Employment Services Counselor  
 64221 28 Veteran Employment Representative  
 64222 28 Disabled Veteran Outreach Specialist  
 64223 28 Employment Services Contract Specialist  
 64223 31 Employment Services Manpower Representative

**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):

64224	31	Employment Services Coordinator
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
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
66191	27	Nursing Home and Hospital Examiner 1
66221	27	State Accountant Examiner
66431	30	Workers' Compensation External Auditor
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
66791	30	Workers' Compensation Underwriter 1
66792	31	Workers' Compensation Underwriter 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

Class No.	Pay Range	Title
21181	32	Plant Pathologist
22212	27	Wildlife Area Technician
22213	28	Wildlife Area Coordinator
22214	30	Wildlife Management Associate
22215	28	Wildlife Management Consultant
22222	28	Fish Management Unit Leader
22232	28	Fish Hatchery Coordinator
22271	30	Aquatic Biologist 1
22272	31	Aquatic Biologist 2
22281	30	Wildlife Biologist
22321	27	Forester
22322	29	Forester Analyst
22323	30	Staff Forester
22330	27	Assistant Forest Manager
22351	27	Nursery Coordinator
22540	26	Naturalist Aide
22541	28	Naturalist
30526	26	Naturalist Aide
30527	27	Wildlife Technician
30528	28	Wildlife Area Coordinator
30528	28	Wildlife Area Coordinator
30529	29	Fish Unit Leader
30530	30	Environmental Scientist 1
30531	31	Environmental Scientist 2
30531	31	Air and Water Quality Scientist 1
30531	31	Solid Waste Scientist 1
30530	30	Health Physicist 1
30528	28	Medical Records Librarian
30530	30	Medical Laboratory Technologist 1
30531	31	Medical Laboratory Technologist 2
30530	30	Medical Laboratory Technologist 2
30532	32	Planner 3

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 31 Epidemiology Investigator 2  
65763 32 Epidemiology Investigator 3  
65911 33 Veterinarian Specialist  
66361 35 Energy Specialist  
66951 31 Utility Specialist 1  
66952 33 Utility Specialist 2  
66953 35 Utility Specialist 3  
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 Chemical Laboratory Coordinator  
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 32 Health Physicist 2  
85110 30 Architect Associate  
85111 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 31 Surveyor  
85611 34 Aerial Engineer  
85621 33 Field Engineer  
85631 32 Testing Engineer 1  
85651 34 Traffic Engineer 1  
85710 30 Environmental Engineer Intern  
85711 31 Environmental Engineer 1  
85721 32 Environmental Engineer 2  
85731 32 Air Quality Engineer 1  
85821 30 Water Quality Engineer 1  
85822 31 Design Specialist 1  
85823 33 Design Specialist 2  
85824 34 Design Specialist 3  
85831 31 Design Specialist 4  
85833 32 Construction Project Specialist 1  
85834 33 Construction Project Specialist 2  
85835 34 Construction Project Specialist 3  
85841 32 Construction Project Specialist 4  
85851 31 Testing Specialist  
85861 31 Bridge Specialist  
85862 31 Environmental Specialist 1  
85910 28 Environmental Specialist 2  
85911 31 Landscape Architect 1  
85912 32 Landscape Architect 2

**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):

Class No.	Pay Range	Title			
12381	30	Data Securities Specialist			
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	29	Disability Claims Adjudicator 2			
16763	30	Disability Claims Specialist 1			
16764	31	Disability Claims Specialist 2			
24321	29	Motor Vehicle Enforcement Investigator			
24361	29	Motor Vehicle Dealer Inspector			
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 only)			
30243	32	Administrative Assistant 3			
		(Non-exempt only)			
30291	32	MH/MR Program Coordinator			
30321	34	MH Licensure/Certification Coordinator			
30351	32	Management Analyst 3 (Non-exempt only)			
30352	33	Management Analyst 4 (Non-exempt only)			
30530	30	Management Analyst			
30527	27	Records Management Officer			
30529	29	State Records Management Analyst 1			
30528	28	Administrative Assistant 1			
30527	27	Property Agent 1			

30529	29	Property Agent 2			
30529	29	Property Agent 3			
30527	27	Accountant 1			
30529	29	Accountant 2			
30531	31	Accountant 3			
30529	29	Financial Institution Examiner 1			
30530	30	Financial Institution Examiner 2			
30531	31	Financial Institution Examiner 3			
30533	33	Financial Institution Examiner 4			
30534	34	Financial Institution Examiner Specialist			
30527	27	Civil Rights Representative 1			
30528	28	EEO Officer 1			
30531	31	EEO Officer 2			
30528	28	EEO Contract Compliance Officer 2			
30528	28	Title Agent 2			
30528	28	Personnel Testing Specialist 1			
30528	28	Trainer			
30529	29	Training Officer 1			
30531	31	Training Officer 2			
30529	29	Nursing Home and Hospital Examiner 2			
30529	29	Budget Officer 1			
30529	29	Motor Vehicle Enforcement Investigator			
30529	29	Assistant Park Manager 1			
30529	29	Assistant Park Manager 2			
30529	29	Case Control Reviewer			
30530	30	Data Systems Coordinator 1			
30530	30	Data Systems Coordinator 2			
30530	30	Fine Arts Specialist 2			
30530	30	Mental Health Administrator 1			
30530	30	Purchasing Coordinator			
30530	30	Security Specialist			
30530	30	Programmer/Analyst 2			
30531	31	Programmer/Analyst 3			
30533	33	Programmer/Analyst 5			
30530	30	Statistician 3			
30530	30	Fiscal Specialist			
30531	31	Budget Officer 2			
30531	31	Criminal Justice Planner			
30531	31	Tax Commissioner Agent 4			

30532 32 Development Specialist 2  
 30532 32 Forms Analyst 2  
 30532 32 Researcher 3  
 30533 33 Liaison Officer 1  
 30533 33 Systems Analyst 1  
 30533 33 Software Specialist 1  
 46131 26 Lottery Game Security Specialist  
 52481 07 Telecommunications Network Operator 1  
 52482 09 Telecommunications Network Operator 2  
 52491 30 Telecommunications Analyst  
 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 26 Correctional Records Management Officer  
 63271 27 Records Management Officer  
 63280 28 Space Planner  
 63291 30 State Records Management Analyst  
 63311 28 Business Services Officer  
 63510 29 Assistant Liaison Officer  
 63511 33 Liaison Officer 1  
 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 41 Utilities Attorney Examiner 1  
 63882 43 Utilities Attorney Examiner 2  
 63891 41 Utility Attorney

63921 34 Industrial Commission District  
 63922 35 Hearing Officer 1  
 64111 30 Industrial Commission District  
 64112 32 Hearing Officer 2  
 64113 33 Programmer/Analyst 1  
 64114 33 Programmer/Analyst 2  
 64115 34 Programmer/Analyst 3  
 64116 35 Programmer/Analyst 4  
 64121 34 Programmer/Analyst 5  
 64122 35 Systems Analyst 1  
 64123 35 Systems Analyst 2  
 64141 36 Systems Analyst 3  
 64142 32 Programmer Specialist 1  
 64151 33 Programmer Specialist 2  
 64152 32 Data Base Analyst 1  
 64161 34 Data Base Analyst 2  
 64162 35 Computer Consultant 1  
 64171 31 Computer Consultant 2  
 64172 31 Computer Acquisition Analyst 1  
 64173 32 Computer Acquisition Analyst 2  
 64181 33 Computer Acquisition Analyst 3  
 64182 33 Mini-computer Operations Technician  
 64191 33 Mini-computer Systems Programmer  
 64192 34 Systems Programmer 1  
 64361 27 Systems Programmer 2  
 64362 29 Medical Records Technician 1  
 64411 27 Medical Records Technician 2  
 64412 29 Information Writer 1  
 64413 31 Information Writer 2  
 64420 30 Publications Editor  
 64521 28 Public Information Specialist  
 64522 28 Purchasing Specialist  
 64523 30 Purchasing Agent  
 64552 28 Purchasing Coordinator  
 64571 29 Inventory Control Specialist 2  
 64574 29 Business Enterprise Specialist  
 64591 31 Business Enterprise Program Coordinator  
 64651 28 Purchasing Standards Analyst  
 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  
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  
66113 30 Accountant/Examiner 3  
66114 31 Accountant/Examiner 4  
66131 30 Unemployment Compensation  
Compliance Auditor 1  
66132 31 Unemployment Compensation  
Compliance Auditor 2  
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  
66192 28 Nursing Home and Hospital Examiner 2  
66193 29 Nursing Home and Hospital Examiner 3  
66231 31 State Accounting Specialist  
66311 30 Development Specialist 1  
66312 32 Development Specialist 2  
66321 31 Economist  
66340 27 Market Reporter  
66350 32 Assistant Foreign Office Manager  
66421 30 Internal EDP Auditor 1  
66422 31 Internal EDP Auditor 2  
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  
66721 30 Internal Insurance Examiner 1  
66722 31 Internal Insurance Examiner 2  
66731 30 Insurance Actuary 1  
66732 33 Insurance Actuary 2  
66733 34 Insurance Actuary 3  
66741 28 Insurance Rate Analyst 1  
66744 30 Insurance Rate Analyst 2  
66761 30 Traffic Safety Specialist  
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 3  
69111 27 Civil Rights Field Representative 1  
69112 28 Civil Rights Field Representative 2  
69113 29 Civil Rights Field Representative 3  
69121 29 Civil Rights Specialist  
69123 30 Civil Rights Compliance Coordinator

69131 EEO Technician 27  
 69132 EEO Officer 30  
 69150 Minority Business Officer 28  
 69160 Minority Business Coordinator 28  
 69161 EEO Contract Technician 28  
 69162 EEO Contract Officer 29  
 69171 EEO Contract Coordinator 31  
 69471 EEO Enforcement Officer 29  
 84511 Case Control Reviewer 30  
 84512 Appraiser 1 27  
 84512 Appraiser 2 29  
 84513 Appraiser 3 30  
 84514 Appraisal Specialist 31  
 84521 Review Appraiser 1 29  
 84522 Review Appraiser 2 30  
 84531 Property Management Specialist 1 26  
 84532 Property Management Specialist 2 28  
 84533 Property Management Coordinator 1 29  
 84534 Property Management Coordinator 2 31  
 84541 Relocation Agent 1 28  
 84542 Relocation Agent 2 30  
 84544 Relocation Coordinator 31  
 84551 Title Agent 1 25  
 84552 Title Agent 2 27  
 84553 Title Agent 3 28  
 84561 Property Agent 1 26  
 84562 Property Agent 2 27  
 84563 Property Agent 3 28  
 84564 Property Agent Coordinator 29  
 84581 Utilities Relocation Technician 1 29  
 84582 Utilities Relocation Technician 2 30  
 84583 Utilities Relocation Technician 3 31  
 84591 Real Estate Disposition Coordinator 30  
 84711 Road Inventory Specialist 1 27  
 84712 Road Inventory Specialist 2 28

APPENDIX I

Classification Groupings — Bargaining Unit 3

1. 30211 Security Technician 1  
 30212 Security Technician 2  
 46111 Security Officer 1  
 46112 Security Officer 2  
 44141 Psychiatric Attendant  
 44142 Psychiatric Attendant Coordinator  
 2. 30211 Security Technician 1  
 30212 Security Technician 2  
 46111 Security Officer 1  
 46112 Security Officer 2  
 30281 Youth Program Specialist  
 30504 Youth Leader  
 46511 Youth Leader  
 46518 Youth Leader Specialist  
 46611 Youth Leader (Blind/Deaf School)  
 3. 26511 Correctional Firefighter (see also Unit 7, Group 31)  
 30211 Security Technician 1  
 30212 Security Technician 2  
 46111 Security Officer 1  
 46112 Security Officer 2  
 46531 Correction Officer  
 46542 Correctional Farm Coordinator 1 (see also Unit 6, Group 5)  
 46543 Correctional Farm Coordinator 2 (see also Unit 6, Group 5)  
 53541 Correctional Dairy Processing Plant Operator (see also Unit 6, Group 5)  
 30527 Correction Officer 2  
 30529 Correction Officer  
 4. 30211 Security Technician 1  
 30212 Security Technician 2  
 46111 Security Officer 1  
 46112 Security Officer 2  
 46131 Lottery Game Security Specialist (see also Unit 14, Group 1)  
 30630 Security Specialist (see also Unit 14, Group 1)

**Classification Groupings — Bargaining Unit 4**

1. 17321 Social Service Aide  
17331 Personal Services Worker  
44731 Community Adjustment Trainer 1  
44732 Community Adjustment Trainer 2  
30526 Mental Health Technician 1
2. 18111 Children's Teacher Aide 1  
18112 Children's Teacher Aide 2  
18113 Children's Teacher Aide 3  
18121 Adult Teacher Aide 1  
18122 Adult Teacher Aide 2  
18123 Adult Teacher Aide 3  
18131 Vocational Instructor 1  
18132 Vocational Instructor 2  
30271 Pharmacy Administrative Assistant  
30291 MH/MR Program Coordinator (see also Unit 14, Group 13)
- 42741 Pharmacy Attendant  
44111 Hospital Aide  
44112 Therapeutic Program Worker  
44113 Hospital Aide Coordinator 1  
44114 Hospital Aide Coordinator 2  
44161 Licensed Practical Nurse  
44731 Community Adjustment Trainer 1  
44732 Community Adjustment Trainer 2  
30508 Licensed Practical Nurse  
30526 Mental Health Technician 1
4. 18141 Rehabilitation Aide  
18531 Recreation Aide  
44210 Activities Aide  
44211 General Activities Therapist 1  
44212 General Activities Therapist 2  
44213 Activity Therapist Specialist 1  
44214 Activity Therapist Specialist 2  
30527 Activity Therapist Specialist 2  
30527 General Activities Therapist 2  
5. 65311 Emergency Medical Technician — Ambulance  
65312 Advanced Emergency Medical Technician — Ambulance

- 65313 Paramedic  
82350 Medical Laboratory Technician (see also Unit 7, Group 47)
  - 86121 Phlebotomist  
44111 Hospital Aide\*  
86311 Dental Technician  
86313 Dental Assistant  
44111 Hospital Aide\*  
86321 X-Ray Technician  
86322 X-Ray Technologist  
86331 EEG/EKG Technician
  9. 42711 Cosmetologist  
42731 Barber  
44111 Hospital Aide\*  
30504 Hospital Aide  
10. 46621 Child Care Worker  
11. 44260 Therapy Aide  
44261 Licensed Physical Therapy Assistant  
44310 Occupational Therapy Assistant
- \*Only those Dental Techs, EEG Techs, Cosmetologists or Barbers who have previously held a Hospital Aide position can bump back to a Hospital Aide.

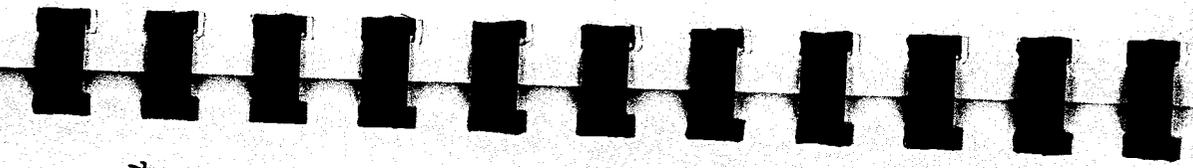
**Classification Groupings — Bargaining Unit 5**

1. 42111 Custodial Worker  
30021 Custodial Work Coordinator  
30502 Custodial Worker
2. 42321 Meatcutter  
42331 Baker  
42341 Food Service Worker  
42351 Cook 1  
42352 Cook 2  
42411 Food Service Coordinator 1  
42412 Food Service Coordinator 2  
42441 Food Consultant  
42451 Correctional Food Service Coordinator 1  
42452 Correctional Food Service Coordinator 2  
30501 Food Service Worker  
30506 Food Service Coordinator 2

- 30503 Cook 1
- 30505 Cook 2
- 30506 Correctional Food Service Coordinator 1
- 30506 Dietitian Assistant
- 3. 42511 Fabric Worker 1 (see also Unit 6, Group 11)
- 42512 Fabric Worker 2 (see also Unit 6, Group 11)
- 30031 Laundry Worker
- 30061 Laundry Work Coordinator
- 42541 Correctional Laundry Coordinator
- 42542 Correctional Laundry Coordinator 1
- 30501 Laundry Worker
- 30503 Fabric Worker 2 (see also Unit 6, Group 11)
- 4. 14211 Commissary Worker (see also Unit 9, Group 3)
- 16111 Cashier (see also Unit 9, Group 3)
- 30171 Commissary Coordinator

**Classification Groupings — Bargaining Unit 6**

- 1. 22131 YCC Work Project Coordinator
- 22151 CCG Dormitory Advisor
- 22171 CCG Project Crew Leader
- 2. 22320 Forestry Inspector
- 22511 Parks Conservation Aide
- 22513 Parks Conservation Coordinator
- 22560 Campground Attendant
- 22565 Campground Coordinator 1
- 22566 Campground Coordinator 2
- 22831 Conservation Worker
- 22832 Conservation Aide
- 22833 Conservation Crew Leader
- 53621 Golf Course Worker 1
- 53622 Golf Course Worker 2
- 53811 Laborer
- 53813 Laborer Crew Leader
- 30507 Parks Conservation Crew Leader
- 30508 Sawyer 3
- 3. 53611 Groundskeeper 1
- 53612 Groundskeeper 2
- 53613 Groundskeeper 3



- 53631 Roadside Park Caretaker 1
- 53632 Roadside Park Caretaker 2
- 53633 Roadside Park Caretaker 3
- 4. 46551 Penal Workshop Specialist
- 46552 Penal Workshop Quality Control Specialist
- 30529 Penal Workshop Quality Control Specialist
- 46541 Correctional Farm Laborer
- 46542 Correctional Farm Coordinator 1 (see also Unit 3, Group 3)
- 46543 Correctional Farm Coordinator 2 (see also Unit 3, Group 3)
- 53521 Dairy Worker 1
- 53522 Dairy Worker 2
- 53531 Farm Coordinator
- 53541 Correctional Dairy Processing Plant Operator (see also Unit 3, Group 3)
- 30509 Correction Farm Supervisor 2
- 30530 Farm Specialist
- 52111 Auto Body Repair Worker 1
- 52112 Auto Body Repair Worker 2
- 52121 Auto Tire Repair Worker
- 52130 Auto Service Worker
- 52131 Auto Mechanic 1
- 52132 Auto Mechanic 2
- 52133 Auto Mechanic 3
- 52134 Auto Mechanic 4
- 52141 Motor Fleet Coordinator
- 30505 Assistant Auto Mechanic
- 30506 Body Repair Worker 1
- 30507 Auto Mechanic 1
- 30508 Auto Mechanic 2
- 30509 Auto Mechanic 3
- 30508 Auto Mechanic 3
- 30527 Equipment Maintenance Coordinator
- 52211 Equipment Maintenance Coordinator
- 52221 Mason
- 52221 Plasterer
- 52240 Assistant Carpenter
- 52241 Carpenter 1
- 52242 Carpenter 2
- 7. 52242

- 52251 Painter 1
- 52252 Painter 2
- 52260 Assistant Plumber
- 52261 Plumber 1
- 52262 Plumber 2
- 52271 Sheet Metal Worker 1
- 52272 Sheet Metal Worker 2
- 52281 Electrician 1
- 52282 Electrician 2
- 52290 Assistant Air Quality Technician
- 52291 Air Quality Technician 2
- 52292 Air Quality Technician 1
- 52311 Machinist 1
- 52312 Machinist 2
- 52321 Welder 1
- 52322 Welder 2
- 52861 Locksmith
- 53111 Maintenance Repair Worker 1
- 53112 Maintenance Repair Worker 2
- 53113 Maintenance Repair Worker 3
- 53121 Maintenance Inspector
- 30505 Maintenance Repair Worker 2
- 30507 Maintenance Repair Worker 3
- 30507 Carpenter 1
- 30507 Welder 2
- 30508 Electrician 2
- 30508 Plumber 2
- 30508 Sheet Metal Worker 2
- 30508 Air Quality Technician 2
- 52231 Steam Fitter 1
- 52232 Steam Fitter 2
- 52260 Assistant Plumber
- 52261 Plumber 1
- 52262 Plumber 2
- 54511 Boiler Maintenance Worker
- 54513 Boiler Repair Worker
- 54531 Stationary Engineer 1
- 54532 Stationary Engineer 2
- 54541 Boiler Operator 1

- 54542 Boiler Operator 2
- 30509 Stationary Engineer 2
- 10. 54610 Treatment Plant Aide
- 54611 Treatment Plant Operator
- 54612 Treatment Plant Coordinator 1
- 54613 Treatment Plant Coordinator 2
- 30081 Treatment Plant Operations Coordinator
- 11. 42511 Fabric Worker 1 (see also Unit 5, Group 3)
- 42512 Fabric Worker 2 (see also Unit 5, Group 3)
- 52831 Upholsterer
- 52851 Tailor
- 30503 Fabric Worker 2 (see also Unit 5, Group 3)
- 30506 Tailor 2
- 12. 53211 Highway Maintenance Worker 1
- 53212 Highway Maintenance Worker 2
- 53213 Highway Maintenance Worker 3
- 53214 Highway Maintenance Worker 4
- 53231 Bridge Worker 1
- 53232 Bridge Worker 2
- 53241 Routemarker 1
- 53242 Routemarker 2
- 53261 Foundation Mechanic
- 53263 Foundation Mechanic Coordinator
- 53411 Sign Worker
- 53631 Roadside Park Caretaker 1
- 53632 Roadside Park Caretaker 2
- 53633 Roadside Park Caretaker 3
- 54411 Equipment Operator 1 (see also Unit 6, Group 13)
- 54412 Equipment Operator 2 (see also Unit 6, Group 13)
- 54413 Equipment Operator 3 (see also Unit 6, Group 13)
- 54414 Equipment Operator 4 (see also Unit 6, Group 13)
- 30505 Equipment Operator 1
- 30507 Equipment Operator 3
- 30507 Routemarker 2
- 13. 54421 Dredge Operator 1
- 54422 Dredge Operator 2
- 54411 Equipment Operator 1 (see also Unit 6, Group 12)
- 54412 Equipment Operator 2 (see also Unit 6, Group 12)
- 54413 Equipment Operator 3 (see also Unit 6, Group 12)

- 54414 Equipment Operator 4 (see also Unit 6, Group 12)
  - 30505 Equipment Operator 1
  - 53320 Signal Electrician Assistant
  - 53321 Lineworker
  - 53322 Signal Electrician 1
  - 53323 Signal Electrician 2
  - 53821 Delivery Worker
  - 53841 Parking Facilities Attendant
  - 54431 Bookmobile Operator (see also Unit 9, Group 14)
  - 54441 Vehicle Operator 1
  - 54442 Vehicle Operator 2
  - 54451 Ambulance Operator
  - 30505 Delivery Worker 1
  - 30505 Delivery Worker 2
  - 30506 Vehicle Operator 2
  - 16. 54211 Aircraft Attendant
  - 54221 Aircraft Mechanic
  - 54223 Aircraft Maintenance Coordinator
  - 30510 Aircraft Mechanic 2
  - 17. 54461 Research Vessel Operator
  - 18. 22551 Lock Area Technician
  - 53230 Bridge and Lock Tender
  - 19. 52341 Laboratory Machinist
  - 52351 Adaptive Equipment Technician
  - 53811 Laborer
  - 53813 Laborer Crew Leader
  - 53831 Mover 1
  - 53832 Mover 2
- Classification Groupings — Bargaining Unit 7**
- 1. 21111 Livestock Inspector
  - 21121 Grain Warehouse Examiner
  - 21131 Feed Fertilizer Inspector
  - 21141 Apiary Inspector
  - 21151 Seed Inspector
  - 21153 Seed Analyst
  - 2. 21161 Plant Pest Control Specialist
  - 21171 Pesticide Control Specialist
  - 3. 21211 Egg Products Inspector

- 21212 Poultry Products Inspector
- 21221 Fruit and Vegetable Inspector
- 30530 Fruit and Vegetable Inspector
- 4. 21231 Meat Inspector
- 21233 Meat Inspector Specialist
- 21241 Food Inspector
- 21243 Food Inspector Coordinator
- 5. 21581 Amusement Ride and Game Inspector 1
- 21582 Amusement Ride and Game Inspector 2
- 6. 21251 Weights and Measures Inspector 1
- 21252 Weights and Measures Inspector 2
- 21253 Weights and Measures Technologist
- 7. 21511 Cosmetology Inspector
- 21512 Cosmetology Examiner
- 21521 Barber Inspector
- 8. 21531 Nursing Board Enforcement Agent
- 21541 Medical Board Enforcement Investigator
- 21561 Pharmacy Board Compliance Agent
- 30530 Nursing Board Enforcement Agent
- 9. 23111 Public Utilities Transportation Investigator 1
- 23112 Public Utilities Transportation Investigator
- 22316 Hazardous Materials Investigation Specialist (see also Unit 7, Group 31)
- 10. 23121 Public Utilities Transportation Examiner 1
- 23122 Public Utilities Transportation Examiner 2
- 11. 23131 Public Utilities Water and Sewer Compliance Investigator
- 23171 Public Utilities Telephone Compliance Investigator
- 30530 Comp Inv 2 Tele
- 23181 Public Utilities Gas Pipeline Safety Compliance Investigator
- 30530 Comp Inv 2 Gas
- 23191 Public Utilities Electric Compliance Investigator
- 12. 23311 Railroad Inspector 1
- 23312 Railroad Inspector 2
- 23313 Railroad Inspector 3
- 13. 24151 High Pressure Piping Inspector
- 14. 24121 Boiler Inspector
- 24123 Nuclear Boiler Inspector

- 15. 24131 Electrical Inspector
- 16. 24141 Elevator Inspector
- 17. 24161 Plumbing Inspector 1
- 24162 Plumbing Inspector 2
- 18. 24311 Stationary Load Limit Inspector
- 24312 Portable Load Limit Inspector
- 24321 Motor Vehicle Enforcement Investigator (see also Unit 14, Group 18)
- 24351 Motor Vehicle Inspector
- 24361 Motor Vehicle Dealer Inspector (see also Unit 14, Group 18)
- 19. 24331 Driver's License Examiner 1
- 24332 Driver's License Examiner 2
- 30525 Driver's License Examiner 1
- 20. 24391 Industrial Inspector
- 24411 Industrial Safety Inspector
- 30531 Industrial Safety Specialist
- 21. 24421 Breath Alcohol Testing Inspector
- 24431 Safety and Health Inspector 1
- 24432 Safety and Health Inspector 2
- 24433 Safety and Health Compliance Inspector
- 24441 Safety and Health Coordinator
- 24442 Safety and Health Consultant
- 24471 Industrial Safety Hygienist 1 (see also Unit 7, Group 22)
- 24472 Industrial Safety Hygienist 2 (see also Unit 7, Group 22)
- 24473 Industrial Safety Hygienist 3 (see also Unit 7, Group 22)
- 24474 Industrial Safety Hygienist 4 (see also Unit 7, Group 22)
- 24481 Industrial Safety Consultant 1 (see also Unit 7, Group 22)
- 24482 Industrial Safety Consultant 2 (see also Unit 7, Group 22)
- 24483 Industrial Safety Consultant 3 (see also Unit 7, Group 22)
- 24484 Industrial Safety Specialist (see also Unit 7, Group 22)

- 24511 Ergonomist 1 (see also Unit 7, Group 22)
- 24512 Ergonomist 2 (see also Unit 7, Group 22)
- 24513 Ergonomist 3 (see also Unit 7, Group 22)
- 30528 Safety and Health Inspector 1
- 30529 Safety and Health Inspector 2
- 30531 Safety and Health Compliance Officer
- 22. 24471 Industrial Safety Specialist
- 24472 Industrial Safety Hygienist 1 (see also Unit 7, Group 21)
- 24473 Industrial Safety Hygienist 2 (see also Unit 7, Group 21)
- 24474 Industrial Safety Hygienist 3 (see also Unit 7, Group 21)
- 24481 Industrial Safety Hygienist 4 (see also Unit 7, Group 21)
- 24482 Industrial Safety Consultant 1 (see also Unit 7, Group 21)
- 24483 Industrial Safety Consultant 2 (see also Unit 7, Group 21)
- 24484 Industrial Safety Consultant 3 (see also Unit 7, Group 21)
- 24511 Industrial Safety Specialist (see also Unit 7, Group 21)
- 24512 Ergonomist 1 (see also Unit 7, Group 21)
- 24513 Ergonomist 2 (see also Unit 7, Group 21)
- 30530 Ergonomist 3 (see also Unit 7, Group 21)
- 30531 Industrial Safety Hygienist 1
- 30534 Industrial Safety Hygienist 2
- 30534 Industrial Safety Hygienist 3
- 23. 24710 Industrial Safety Hygienist 4
- 24711 Mine Rescue Operations Coordinator
- 24712 Mine Safety Inspector 1
- 24721 Mine Safety Inspector 2
- 24. 24721 Oil and Gas Well Inspector
- 24741 Reclamation Inspector 1
- 24742 Reclamation Inspector 2
- 24743 Reclamation Inspector 3
- 30528 Reclamation Inspector 1
- 30530 Reclamation Inspector 2

- 26. 24911 Racing Inspector
- 27. 24921 Embalmer and Funeral Facility Inspector
- 28. 24941 Aviation Specialist 1
- 24942 Aviation Specialist 2
- 29. 26121 Criminal Investigator 1
- 26122 Criminal Investigator 2
- 26181 Institutional Identification Officer
- 26210 Investigator Assistant
- 26211 Investigator
- 26241 Consumers' Counsel Utility Investigator
- 66751 Safety Responsibility Evaluator 1 (see also Unit 9 Group 14)
- 30. 26221 Insurance Investigator 1
- 26222 Insurance Investigator 2
- 66771 Insurance Licensing Examiner
- 30529 Insurance Investigator 1
- 31. 23161 Hazardous Materials Investigation Specialist (see Also Unit 7, Group 9)
- 26511 Correctional Fire Fighter (see also Unit 3, Group 3)
- 26521 Fire Safety Inspector
- 26531 Arson Investigator
- 26541 Fire Safety Educator 1 (see also Unit 14, Group 18)
- 26542 Fire Safety Educator 2 (see also Unit 14, Group 18)
- 30041 Fire Safety Specialist
- 26560 Fire Training Equipment Technician
- 26561 Fire Training Officer 1 (see also Unit 14, Group 18)
- 26562 Fire Training Officer 2 (see also Unit 14, Group 18)
- 26571 Hazardous Materials Technician
- 26573 Hazardous Materials Coordinator
- 64921 Hazardous Materials Specialist (see also Unit 13, Group 15)
- 32. 52421 Radio Technician 1
- 52422 Radio Technician 2
- 52423 Radio Technician Specialist
- 30527 Radio Technician 1
- 33. 52611 Broadcasting Technician 1
- 52612 Broadcasting Technician 2
- 52621 Broadcast/Net ITV Coordinator

- 52642 Audio/Visual Production Specialist (see also Unit 13, Group 17)
- 34. 52631 Audio/Visual Repair Worker
- 52641 Audio/Visual Specialist
- 35. 52711 Bindery Operator
- 52721 Typesetting Technician
- 52731 Printing Machine Operator
- 52741 Printing Machine Operator
- 52751 State Printing Officer
- 52760 Correctional Printing Machine Coordinator
- 36. 54571 Printing Coordinator (see also Unit 9, Group 12)
- 37. 69481 Steam Engineer Examiner
- 38. 82111 Social Services Licensing Specialist
- 82121 Graphic Artist
- 39. 82210 Layout Design Artist
- 82220 Photographer
- 30528 Photographic Specialist
- 40. 82220 Photo Laboratory Assistant
- 82221 Photograph Developer
- 30525 Photo Laboratory Technician 1
- 41. 82311 Cartographer (see also Unit 7, Group 42)
- 84111 Drafting Technician 1
- 84112 Drafting Technician 2
- 84113 Drafting Technician 2
- 85821 Drafting Coordinator
- 85822 Design Specialist 1 (see also Unit 7, Group 43, 44 and Unit 13, Group 22)
- 85823 Design Specialist 2 (see also Unit 7, Group 43, 44 and Unit 13, Group 22)
- 85824 Design Specialist 3 (see also Unit 7, Group 43, 44 and Unit 13, Group 22)
- 85831 Design Specialist 4 (see also Unit 7, Group 43, 44 and Unit 13, Group 22)
- 85833 Construction Project Specialist 1 (see also Unit 7, Group 43, 44 and Unit 13, Group 22)
- 85834 Construction Project Specialist 2 (see also Unit 7, Group 43, 44 and Unit 13, Group 22)
- 85835 Construction Project Specialist 3 (see also Unit 7, Group 43, 44 and Unit 13, Group 22)
- Construction Project Specialist 4 (see also Unit 7, Group 43, 44 and Unit 13, Group 22)

85841 Testing Specialist (see also Unit 7, Group 43, 44 and Unit 13, Group 22)  
 85851 Bridge Specialist (see also Unit 7, Group 43, 44 and Unit 13, Group 22)  
 42. 82311 Cartographer (see also Unit 7, Group 41)  
 82320 Photogrammetry Technician 1  
 82321 Photogrammetry Technician 2  
 82322 Photogrammetrist 1 (see also Unit 13, Group 18)  
 82323 Photogrammetrist 2 (see also Unit 13, Group 18)  
 82324 Photogrammetrist 3 (see also Unit 13, Group 18)  
 43. 84211 Survey Technician 1  
 84212 Survey Technician 2  
 84213 Survey Technician 3  
 84330 Centrifuge Operator  
 85821 Design Specialist 1 (see also Unit 7, Group 41, 44 and Unit 13, Group 22)  
 85822 Design Specialist 2 (see also Unit 7, Group 41, 44 and Unit 13, Group 22)  
 85823 Design Specialist 3 (see also Unit 7, Group 41, 44 and Unit 13, Group 22)  
 85824 Design Specialist 4 (see also Unit 7, Group 41, 44 and Unit 13, Group 22)  
 85831 Construction Project Specialist 1 (see also Unit 7, Group 41, 44 and Unit 13, Group 22)  
 85833 Construction Project Specialist 2 (see also Unit 7, Group 41, 44 and Unit 13, Group 22)  
 85834 Construction Project Specialist 3 (see also Unit 7, Group 41, 44 and Unit 13, Group 22)  
 85835 Construction Project Specialist 4 (see also Unit 7, Group 41, 44 and Unit 13, Group 22)  
 85841 Testing Specialist (see also Unit 7, Group 41, 44 and Unit 13, Group 22)  
 85851 Bridge Specialist (see also Unit 7, Group 41, 44 and Unit 13, Group 22)  
 30529 Survey Technician 1  
 30529 Survey Technician 3  
 84321 Material Controller 1  
 84322 Material Controller 2  
 84323 Material Controller 3

84331 Bituminous Plant Inspector  
 84334 Bituminous Plant Coordinator  
 84351 Project Inspector 1  
 84352 Project Inspector 2  
 30131 Project Inspection Coordinator  
 85821 Design Specialist 1 (see also Unit 7, Group 41, 43 and Unit 13, Group 22)  
 85822 Design Specialist 2 (see also Unit 7, Group 41, 43 and Unit 13, Group 22)  
 85823 Design Specialist 3 (see also Unit 7, Group 41, 43 and Unit 13, Group 22)  
 85824 Design Specialist 4 (see also Unit 7, Group 41, 43 and Unit 13, Group 22)  
 85831 Construction Project Specialist 1 (see also Unit 7, Group 41, 43 and Unit 13, Group 22)  
 85833 Construction Project Specialist 2 (see also Unit 7, Group 41, 43 and Unit 13, Group 22)  
 85834 Construction Project Specialist 3 (see also Unit 7, Group 41, 43 and Unit 13, Group 22)  
 85835 Construction Project Specialist 4 (see also Unit 7, Group 41, 43 and Unit 13, Group 22)  
 85841 Testing Specialist (see also Unit 7, Group 41, 43 and Unit 13, Group 22)  
 85851 Bridge Specialist (see also Unit 7, Group 41, 43 and Unit 13, Group 22)  
 30529 Project Inspector 3  
 84411 Electronic Technician 1  
 84412 Electronic Technician 2  
 30527 Electronic Technician 1  
 30528 Electronic Technician 2  
 84611 Environmental Technician  
 84651 Automobile Emissions Inspector  
 85851 Environmental Specialist 1 (see also Unit 13, Group 15)  
 30527 Environmental Technician 1  
 30529 Environmental Technician 2  
 24461 Radiation Safety Officer 1  
 24462 Radiation Safety Officer 2  
 84421 Radiological Instrument Technician 1

- 84422 Radiological Instrument Technician 2
- 84631 Radiological Analyst 1
- 84632 Radiological Analyst 2
- 84640 Health Physics Technician
- 84641 Health Physicist 1 (see also Unit 13, Group 21)
- 84642 Health Physicist 2 (see also Unit 13, Group 21)
- 48. 82350 Medical Laboratory Technician (see also Unit 4, Group 5)
- 86110 Laboratory Assistant
- 86111 Laboratory Technician 1
- 86112 Laboratory Technician 2
- 86113 Laboratory Technologist
- 30525 Laboratory Technician 2
- 30530 Health Physicist 1 (see also Unit 13, Group 21)
- 49. 83820 Geology Technician
- 83811 Soil Resource Specialist
- 50. 24111 Building Inspector

**Classification Groupings — Bargaining Unit 9**

- 1. 12111 Clerk 1
- 12112 Clerk 2
- 12113 Clerk 3
- 12121 Statistics Clerk
- 12131 Telephone Operator 1
- 12132 Telephone Operator 2
- 12441 State Records Technician 1 (see also Unit 14, Group 16)
- 12442 State Records Technician 2 (see also Unit 14, Group 16)
- 12511 Office Assistant 1
- 12512 Office Assistant 2
- 12513 Office Assistant 3
- 12551 Secretary
- 12611 Word Processing Specialist 1
- 12612 Word Processing Specialist 2
- 12711 Hearings Bailiff
- 12731 Mail Clerk/Messenger
- 16521 Payroll Processing Specialist 1
- 16522 Payroll Processing Specialist 2

- 16531 Payroll Deductions Specialist 1 (see also Unit 9, Group 4)
- 16532 Payroll Deductions Specialist 2 (see also Unit 9, Group 4)
- 63141 Forms Control Specialist
- 63921 Hearing Assistant (see also Unit 14, Group 13)
- 64371 Travel Counselor 1 (see also Unit 9, Group 14)
- 64372 Travel Counselor 2 (see also Unit 9, Group 14)
- 64620 Personnel Aide (see also Unit 9, Group 14)
- 64641 Test Monitor
- 66931 Nosologist
- 30001 Clerical Technician
- 30502 Telephone Operator 1
- 30503 Telephone Operator 1
- 30525 Clerical Specialist
- 30525 Technical Typist
- 30526 Secretary 1
- 30526 Statistics Clerk
- 30526 Word Processing Specialist 1
- 30527 Word Processing Specialist 2
- 30527 Word Processing Specialist 3
- 30528 Administrative Secretary 1
- 2. 14711 Stores Clerk
- 14721 Mechanical Stores Clerk
- 14731 Chemical Stores Clerk
- 14741 Storekeeper 1
- 14742 Storekeeper 2
- 64520 Purchasing Assistant
- 64520 Inventory Control Specialist 1
- 64551 Stores Clerk
- 30503 Stores Clerk
- 30504 Stores Clerk
- 30525 Storekeeper 1
- 30527 Storekeeper 2
- 14211 Commissary Worker (see also Unit 5, Group 4)
- 16111 Cashier (see also Unit 5, Group 4)
- 16511 Account Clerk 1
- 16512 Account Clerk 2
- 16513 Account Clerk 3
- 16521 Payroll Processing Specialist 1
- 4. 16511 Account Clerk 1
- 16512 Account Clerk 2
- 16513 Account Clerk 3
- 16521 Payroll Processing Specialist 1

16522 Payroll Processing Specialist 2  
 16531 Payroll Deductions Specialist 1 (see also Unit 9,  
 Group 1)  
 16532 Payroll Deductions Specialist 2 (see also Unit 9,  
 Group 1)  
 30011 Account Clerk Specialist  
 30526 Account Clerk 2  
 30529 Account Clerk 2  
 30527 Account Clerk 3  
 5. 12311 Data Storage Technician 1  
 12312 Data Storage Technician 2  
 12321 Data Processor 1  
 12322 Data Processor 2  
 12323 Data Processor 3  
 12331 Data Entry Operator 1  
 12332 Data Entry Operator 2  
 12333 Data Entry Operator 3  
 12341 Data Librarian 1  
 12342 Data Librarian 2  
 12343 Data Librarian 3  
 12351 Data Control Technician 1  
 12352 Data Control Technician 2  
 12353 Data Control Technician 3  
 12361 Data Technician 1  
 12362 Data Technician 2  
 12371 Computer Operator 1  
 12372 Computer Operator 2  
 12373 Computer Operator 3  
 12374 Computer Operator 4  
 30503 Data Processor 1  
 30504 Data Entry Operator 1  
 30525 Data Entry Operator 3  
 30525 Data Librarian 2  
 30527 Computer Operator 1  
 30528 Computer Operator 2  
 30527 Data Control Technician  
 84361 Technical Writer 1  
 84362 Technical Writer 2  
 84371 Engineering Clerk

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30526 Engineering Clerk  
 30528 Technical Writer 2  
 7. 84381 Traffic Technician 1  
 84382 Traffic Technician 2  
 84391 Traffic Analyst  
 30527 Traffic Technician 2  
 8. 16741 Unemployment Claims Examiner 1  
 16742 Unemployment Claims Examiner 2  
 16743 Unemployment Claims Examiner 3  
 16744 Unemployment Claims Examiner 4  
 16745 Unemployment Claims Specialist  
 16791 Claims Examiner 1  
 16792 Claims Examiner 2  
 16793 Claims Examiner 3  
 16794 Claims Examiner 4  
 16795 Claims Examiner 4  
 16841 Claims Examiner Specialist  
 16842 Certification/Licensure Examiner 1  
 64210 Certification/Licensure Examiner 2  
 64211 Employment Services Interviewer  
 64212 Employment Services Representative  
 64222 Employment Services Counselor  
 64220 Veterans Employment Contract Specialist  
 64221 Disabled Veterans Outreach Specialist  
 66111 Accountant/Examiner 1 (see also Unit 14, Group  
 12)  
 66112 Accountant/Examiner 2 (see also Unit 14, Group  
 12)  
 66113 Accountant/Examiner 3 (see also Unit 14, Group  
 12)  
 66114 Accountant/Examiner 4 (see also Unit 14, Group  
 12)  
 66121 Unemployment Contributions Examiner 1  
 66122 Unemployment Contributions Examiner 2  
 66123 Unemployment Contributions Examiner 3  
 66124 Unemployment Contributions Examiner 4  
 66125 Unemployment Contributions Examiner 5  
 66131 Unemployment Compensation Compliance Auditor  
 1 (see also Unit 14, Group 12)

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66132 Unemployment Compensation Compliance Auditor  
 2 (see also Unit 14, Group 12)  
 66191 Nursing Home and Hospital Examiner 1  
 66221 State Accountant Examiner  
 66421 Internal EDP Auditor 1 (see also Unit 14, Group 12)  
 66422 Internal EDP Auditor 2 (see also Unit 14, Group 12)  
 66431 Workers' Compensation External Auditor  
 66791 Workers' Compensation Underwriter 1  
 66792 Workers' Compensation Underwriter 2 (see also Unit 14, Group 12)  
 30527 Unemployment Claims Examiner 2  
 30527 Accountant 1 (see also Unit 14, Group 12)  
 30529 Accountant 2 (see also Unit 14, Group 12)  
 30531 Accountant 3 (see also Unit 14, Group 12)  
 30527 Examiner 2  
 30527 Examiner 3  
 30530 Examiner 4  
 30529 Claims Examiner 4  
 9. 64223 Employment Services Manpower Representative  
 64224 Employment Services Coordinator  
 10. 16771 Disability Insurance Claims Examiner  
 16773 Disability Insurance Claims Specialist  
 11. 30503 Accounting Machine Operator 1  
 30525 Accounting Machine Operator 2  
 12. 12421 Reproduction Equipment Operator 1  
 12422 Reproduction Equipment Operator 2  
 52760 Printing Coordinator (see also Unit 7, Group 35)  
 30502 Office Machine Operator 1  
 30504 Office Machine Operator 2  
 30529 Printing Coordinator 1  
 13. 52431 Radio Operator  
 52441 Radio Dispatcher  
 30505 Radio Dispatcher  
 30527 Radio Operator 2  
 14. 17211 Supplemental Income Claims Processor  
 17221 Health Financial Resource Specialist 1  
 17222 Health Financial Resource Specialist 2  
 18311 Library Assistant 1  
 18312 Library Assistant 2

18313 Library Associate  
 52411 Telecommunications Technician 1  
 52412 Telecommunications Technician 2  
 52413 Telecommunications Technician Coordinator  
 52481 Telecommunications Network Operator 1 (see also Unit 14, Group 3)  
 52482 Telecommunications Network Operator 2 (see also Unit 14, Group 3)  
 52491 Telecommunications Analyst (see also Unit 14, Group 3)  
 54431 Bookmobile Operator (see also Unit 6, Group 15)  
 64341 Tour Guide  
 64343 Tour Coordinator  
 64371 Travel Counselor 1 (see also Unit 9, Group 1)  
 64372 Travel Counselor 2 (see also Unit 9, Group 1)  
 64431 Public Inquiries Assistant 1  
 64432 Public Inquiries Assistant 2  
 64620 Personnel Aide (see also Unit 9, Group 1)  
 64681 Employee Benefits Coordinator 1  
 64682 Employee Benefits Coordinator 2  
 66561 Student Loan Specialist 1  
 66562 Student Loan Specialist 2  
 66563 Student Loan Specialist 3  
 66751 Safety Responsibility Evaluator 1 (see also Unit 7, Group 29)  
 66752 Safety Responsibility Evaluator 2  
 66761 Traffic Safety Specialist (see also Unit 14, Group 21)  
 84571 Permit Technician 1  
 84572 Permit Technician 2  
 30526 Library Media Technical Assistant 2  
 30527 Student Loan Specialist 2  
 30527 Permit Technician 1  
 30529 Permit Technician 2  
 30528 Income Maintenance Worker 3  
 30529 Communication Technician 2  
 30529 Employee Benefits Coordinator 2  
 30530 Public Inquiries Assistant 1  
 15. 12431 Salvage Machine Operator

Classification Groupings — Bargaining Unit 13

1. 22211 Wildlife Conservation Aide (see also Unit 13, Group 2)
  - 22212 Wildlife Area Technician
  - 22213 Wildlife Area Coordinator
  - 22214 Wildlife Management Associate
  - 22215 Wildlife Management Consultant
  - 30528 Wildlife Area Coordinator
2. 21181 Plant Pathologist
  - 22211 Wildlife Conservation Aide (see also Unit 13, Group 1)
    - 22280 Wildlife Research Technician
    - 22281 Wildlife Biologist
    - 22271 Aquatic Biologist 1
    - 22272 Aquatic Biologist 2
    - 30505 Wildlife Conservation Aide
    - 30527 Wildlife Technician
    - 83271 Biologist
3. 22221 Fish Management Technician
  - 22222 Fish Management Unit Leader
  - 22231 Fish Hatchery Technician
  - 22232 Fish Hatchery Coordinator
  - 22241 Net Constructor
  - 22242 Net Construction Specialist
  - 30528 Fish Unit Leader
4. 22321 Forester
  - 22322 Forester Analyst
  - 22323 Staff Forester
  - 22330 Assistant Forest Manager
  - 22351 Nursery Coordinator
  - 22540 Naturalist Aide
  - 22541 Naturalist
  - 30526 Naturalist Aide
5. 83451 Ecological Analyst 1
  - 83452 Ecological Analyst 2
  - 85411 Planning Engineer 1
  - 85420 Design Engineer Intern
  - 85421 Design Engineer 1
  - 85422 Design Engineer 2

- 85510 Project Engineer Intern
- 85511 Project Engineer 1
- 85512 Project Engineer 2
- 85521 Construction Engineer 1
- 85531 Maintenance Engineer 1
- 85541 Bridge Engineer 1
- 85611 Aerial Engineer
- 85621 Field Engineer
- 85631 Testing Engineer 1
- 85651 Traffic Engineer 1
7. 85561 Surveyor
8. 65730 Sanitarian 1
- 65731 Sanitarian 2
- 65732 Sanitarian 3
- 65733 Sanitarian 4
- 65734 Sanitarian Program Specialist
9. 65911 Veterinarian Specialist
- 66361 Energy Specialist
10. 66951 Utility Specialist 1
- 66952 Utility Specialist 2
- 66953 Utility Specialist 3
11. 83211 Microbiologist 1
- 83212 Microbiologist 2
- 83213 Microbiologist Coordinator
12. 66951 Utility Specialist 1
- 66952 Utility Specialist 2
- 66953 Utility Specialist 3
- 83221 Chemist 1
- 83222 Chemist 2
- 83223 Chemist 3
- 83224 Chemical Laboratory Coordinator
- 83251 Medical Laboratory Technologist 1
- 83252 Medical Laboratory Technologist 2
- 83252 Medical Laboratory Technologist 1
- 30530 Medical Laboratory Technologist 2
- 30529 Medical Laboratory Technologist 1
- 30530 Environmental Scientist 1
- 30531 Environmental Scientist 2
- 30531 Air and Water Quality Scientist 2
- 30531 Solid Waste Scientist 1

- 13. 83811 Soils Resource Specialist
- 83821 Geologist 1
- 83822 Geologist 2
- 83823 Geologist 3
- 83824 Geologist 4
- 14. 85110 Architect Associate
- 85111 Architect
- 85211 Plans Examiner
- 15. 64921 Hazardous Material Specialist (see also Unit 7, Group 31)
- 85710 Environmental Engineer Intern
- 85711 Environmental Engineer 1
- 85712 Environmental Engineer 2
- 85721 Air Quality Engineer 1
- 85731 Water Quality Engineer 1
- 85861 Environmental Specialist 1 (see also Unit 7, Group 46)
- 85862 Environmental Specialist 2
- 16. 83831 Horticulturist 1
- 83832 Horticulturist 2
- 85910 Landscape Architect Aide
- 85911 Landscape Architect 1
- 85912 Landscape Architect 2
- 17. 52642 Audio/Visual Production Specialist (see also Unit 7, Group 33)
- 18. 82322 Photogrammetrist 1 (see also Unit 7, Group 42)
- 82323 Photogrammetrist 2 (see also Unit 7, Group 42)
- 82324 Photogrammetrist 3 (see also Unit 7, Group 42)
- 19. 63281 Facilities Planner (see also Unit 14, Group 21)
- 20. 85311 Planner 1
- 85312 Planner 2
- 30530 Planner 2
- 30532 Planner 3
- 21. 83231 Entomologist
- 84641 Health Physicist 1 (see also Unit 7, Group 47)
- 84642 Health Physicist 2 (see also Unit 7, Group 47)
- 30530 Health Physicist 1 (see also Unit 7, Group 47)
- 22. 85821 Design Specialist 1 (see also Unit 7, Group 41, 43 and 44)

- 85822 Design Specialist 2 (see also Unit 7, Group 41, 43 and 44)
  - 85823 Design Specialist 3 (see also Unit 7, Group 41, 43 and 44)
  - 85824 Design Specialist 4 (see also Unit 7, Group 41, 43 and 44)
  - 85831 Construction Project Specialist 1 (see also Unit 7, Group 41, 43 and 44)
  - 85833 Construction Project Specialist 2 (see also Unit 7, Group 41, 43 and 44)
  - 85834 Construction Project Specialist 3 (see also Unit 7, Group 41, 43 and 44)
  - 85835 Construction Project Specialist 4 (see also Unit 7, Group 41, 43 and 44)
  - 85841 Testing Specialist (see also Unit 7, Group 41, 43 and 44)
  - 85851 Bridge Specialist (see also Unit 7, Group 41, 43 and 44)
  - 23. 65761 Epidemiology Investigator 1
  - 65762 Epidemiology Investigator 2
  - 65763 Epidemiology Investigator 3
- Classification Groupings — Bargaining Unit 14**
- 1. 12381 Data Security Specialist
  - 46131 Lottery Game Security Specialist (see also Unit 3, Group 4)
  - 30530 Security Specialist (see also Unit 3, Group 4)
  - 2. 63151 Publication Specialist 1
  - 63152 Publication Specialist 2
  - 64411 Information Writer 1
  - 64412 Information Writer 2
  - 64413 Publications Editor
  - 64420 Public Information Specialist
  - 3. 12391 Data Systems Coordinator 1
  - 12392 Data Systems Coordinator 2
  - 52481 Telecommunications Network Operator 1 (see also Unit 9, Group 14)
  - 52482 Telecommunications Network Operator 2 (see also Unit 9, Group 14)

52491 Telecommunications Analyst (see also Unit 9,  
 Group 14)  
 64111 Programmer/Analyst 1  
 64112 Programmer/Analyst 2  
 64113 Programmer/Analyst 3  
 64114 Programmer/Analyst 4  
 64115 Programmer/Analyst 5  
 64121 Systems Analyst 1  
 64122 Systems Analyst 2  
 64123 Systems Analyst 3  
 64141 Programmer Specialist 1  
 64142 Programmer Specialist 2  
 64151 Data Base Analyst 1  
 64152 Data Base Analyst 2  
 64161 Computer Consultant 1  
 64162 Computer Consultant 2  
 64171 Computer Acquisition Analyst 1  
 64172 Computer Acquisition Analyst 2  
 64173 Computer Acquisition Analyst 3  
 64181 Minicomputer Operations Technician  
 64182 Minicomputer Systems Programmer  
 64191 Systems Programmer 1  
 64192 Systems Programmer 2  
 30091 Software Programmer  
 30529 Data Systems Coordinator 1  
 30530 Data Systems Coordinator 2  
 30530 Programmer/Analyst 2  
 30531 Programmer/Analyst 3  
 30533 Programmer/Analyst 5  
 30533 Systems Analyst 1  
 30533 Software Specialist 1  
 64521 Purchasing Specialist 1  
 64522 Purchasing Agent  
 64523 Purchasing Coordinator  
 64552 Inventory Control Specialist 2  
 64571 Business Enterprise Specialist  
 64574 Business Enterprise Program Coordinator  
 64591 Purchasing Standards Analyst  
 30530 Purchasing Coordinator

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5. 64651 Trainer  
 64652 Training Officer  
 30101 Training Specialist  
 30528 Trainer  
 30529 Training Officer 1  
 30531 Training Officer 2  
 6. 84511 Appraiser 1  
 84512 Appraiser 2  
 84513 Appraiser 3  
 84514 Appraisal Specialist  
 84521 Review Appraiser 1  
 84522 Review Appraiser 2  
 7. 66551 Contract Evaluator/Negotiator (see also Unit 14,  
 Group 21)  
 84521 Property Management Specialist 1  
 84532 Property Management Specialist 2  
 84533 Property Management Coordinator 1  
 84534 Property Management Coordinator 2  
 84541 Relocation Agent 1  
 84542 Relocation Agent 2  
 84544 Relocation Coordinator  
 84551 Title Agent 1  
 84552 Title Agent 2  
 84553 Title Agent 3  
 84561 Property Agent 1  
 84562 Property Agent 2  
 84563 Property Agent 3  
 84564 Property Agent Coordinator  
 84581 Utilities Relocation Technician 1  
 84582 Utilities Relocation Technician 2  
 84583 Utilities Relocation Technician 3  
 84591 Real Estate Disposition Coordinator  
 30527 Property Agent 1  
 30529 Property Agent 2  
 30530 Property Agent 3  
 30528 Title Agent 2  
 30531 Title Agent 3  
 84711 Road Inventory Specialist 1  
 84712 Road Inventory Specialist 2

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9. 63810 Paralegal/Legal Assistant  
 63831 Hearing Officer  
 63840 Legal Intern  
 63841 Law Clerk  
 63842 Attorney 1  
 63843 Attorney 2  
 63844 Attorney 3  
 63881 Utilities Attorney Examiner 1  
 63882 Utilities Attorney Examiner 2  
 63891 Utility Attorney  
 69471 Case Control Reviewer  
 30529 Case Control Reviewer  
 63111 Forms Analyst 1  
 63112 Forms Analyst 2  
 63211 Management Analyst  
 66321 Economist  
 66340 Market Reporter  
 66350 Assistant Foreign Office Manager  
 66911 Statistician 1  
 66912 Statistician 2  
 66921 Researcher 1  
 66922 Researcher 2  
 66923 Researcher 3  
 66311 Development Specialist 1  
 66312 Development Specialist 2  
 30351 Management Analyst 3 (Non-exempt only)  
 30352 Management Analyst 4 (Non-exempt only)  
 30530 Management Analyst  
 30530 Statistician 3  
 30532 Development Specialist 2  
 30532 Forms Analyst 3  
 30532 Researcher 3  
 69111 Civil Rights Field Representative 1  
 69112 Civil Rights Field Representative 2  
 69113 Civil Rights Field Representative 3  
 69121 Civil Rights Specialist  
 69123 Civil Rights Compliance Coordinator  
 69131 EEO Technician  
 69132 EEO Officer

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69150 Minority Business Officer  
 69151 Minority Business Coordinator  
 69160 EEO Contract Technician  
 69161 EEO Contract Officer  
 69162 EEO Contract Coordinator  
 69171 EEO Enforcement Officer  
 30527 Civil Rights Representative 1  
 30528 EEO Officer 1  
 30531 EEO Contract Compliance Officer 2  
 63161 Grants Coordinator 1  
 63162 Grants Coordinator 2  
 63311 Business Service Officer  
 64711 Criminal Justice Planning Specialist  
 64712 Criminal Justice Planner  
 66111 Accountant/Examiner 1 (see also Unit 9, Group 8)  
 66112 Accountant/Examiner 2 (see also Unit 9, Group 8)  
 66113 Accountant/Examiner 3 (see also Unit 9, Group 8)  
 66114 Accountant/Examiner 4 (see also Unit 9, Group 8)  
 66131 Unemployment Compensation Compliance Auditor 1 (see also Unit 9, Group 8)  
 66132 Unemployment Compensation Compliance Auditor 2 (see also Unit 9, Group 8)  
 66140 Financial Institution Examiner Trainee  
 66141 Financial Institution Examiner 1  
 66142 Financial Institution Examiner 2  
 66143 Financial Institution Examiner 3  
 66144 Financial Institution Examiner 4  
 66145 Financial Institution Examiner 5  
 66161 Utility Auditor 1  
 66162 Utility Auditor 2  
 66163 Utility Auditor Coordinator  
 66171 Student Loan Auditor  
 66173 Student Loan Consultant  
 66231 State Account Specialist  
 66421 Internal EDP Auditor 1 (see also Unit 9, Group 8)  
 66422 Internal EDP Auditor 2 (see also Unit 9, Group 8)  
 66531 Fiscal Specialist 1  
 66532 Fiscal Specialist 2  
 66581 Securities Examiner 1

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66582 Securities Examiner 2  
 66591 Securities Specialist 1  
 66592 Securities Specialist 2  
 66593 Securities Specialist 3  
 66594 Securities Specialist 4  
 66611 Securities Analyst 1  
 66612 Securities Analyst 2  
 66613 Securities Analyst 3  
 66614 Securities Analyst 4  
 66792 Workers' Compensation Underwriter 2 (see also Unit 9, Group 8)  
 66941 Utility Rate Analyst 1  
 66942 Utility Rate Analyst 2  
 66943 Utility Rate Analyst Coordinator  
 30529 Budget Officer 1  
 30527 Accountant 1 (see also Unit 9, Group 8)  
 30529 Accountant 2 (see also Unit 9, Group 8)  
 30531 Accountant 3 (see also Unit 9, Group 8)  
 30529 Financial Institution Examiner 1  
 30530 Financial Institution Examiner 2  
 30531 Financial Institution Examiner 3  
 30533 Financial Institution Examiner 4  
 30534 Financial Institution Examiner Specialist  
 30530 Fiscal Specialist  
 30531 Criminal Justice Planner  
 13. 30291 MH/MR Program Coordinator (see also Unit 4, Group 3)  
 30321 MH Licensure/Certification Coordinator  
 63121 Administrative Assistant 1  
 30242 Administrative Assistant 2 (Non-exempt only)  
 30243 Administrative Assistant 3 (Non-exempt only)  
 63510 Assistant Liaison Officer  
 63511 Liaison Officer 1  
 63821 Hearing Assistant (see also Unit 9, Group 1)  
 65221 MH Administrator 1  
 66192 Nursing Home and Hospital Examiner 2  
 66193 Nursing Home and Hospital Examiner 3  
 30528 Administrative Assistant 1  
 30529 Nursing Home and Hospital Examiner 2

30530 Mental Health Administrator 1  
 30531 Budget Officer 2  
 30533 Liaison Officer 1  
 14. 54231 Aircraft Pilot 1  
 54232 Aircraft Pilot 2  
 15. 66811 Tax Commissioner Agent 1  
 66812 Tax Commissioner Agent 2  
 66813 Tax Commissioner Agent 3  
 66814 Tax Commissioner Agent 4  
 66815 Tax Commissioner Agent 5  
 30531 Tax Commissioner Agent 4  
 16. 12441 State Records Technician 1 (see also Unit 9, Group 1)  
 12442 State Records Technician 2 (see also Unit 9, Group 1)  
 63231 Correctional Records Management Officer  
 63271 Records Management Officer  
 63291 State Records Management Analyst  
 64361 Medical Records Technician 1  
 64362 Medical Records Technician 2  
 30527 Records Management Officer  
 30528 Medical Records Librarian  
 30529 State Records Management Analyst 1  
 17. 64811 Fine Arts Specialist 1  
 64812 Fine Arts Specialist 2  
 64813 Fine Arts Specialist 3  
 30530 Fine Arts Specialist 4  
 18. 24321 Motor Vehicle Enforcement Investigator (see also Unit 7, Group 18)  
 24361 Motor Vehicle Dealer Inspector (see also Unit 7, Group 18)  
 26541 Fire Safety Educator 1 (see also Unit 7, Group 31)  
 26542 Fire Safety Educator 2 (see also Unit 7, Group 31)  
 26561 Fire Training Officer 1 (see also Unit 7, Group 31)  
 26562 Fire Training Officer 2 (see also Unit 7, Group 31)  
 64911 Disaster Services Consultant 1  
 64912 Disaster Services Consultant 2  
 30529 Motor Vehicle Enforcement Investigator  
 30529 Assistant Park Manager 1

**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**

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

- 30530 Assistant Park Manager 2
- 19. 64671 Personnel Testing Specialist 1
- 64672 Personnel Testing Specialist 2
- 64691 Personnel Testing Information Controller
- 30528 Personnel Testing Specialist 1
- 20. 66711 Actuary
- 66721 Internal Insurance Examiner 1
- 66722 Internal Insurance Examiner 2
- 66731 Insurance Actuary 1
- 66732 Insurance Actuary 2
- 66733 Insurance Actuary 3
- 66741 Insurance Rate Analyst 1
- 66742 Insurance Rate Analyst 2
- 21. 63280 Space Planner
- 63281 Facilities Planner (see also Unit 13, Group 18)
- 66551 Contract Evaluator/Negotiator (see also Unit 14, Group 7)
- 66761 Traffic Safety Specialist (see also Unit 9, Group 14)
- 22. 16761 Disability Claims Adjudicator 1
- 16762 Disability Claims Adjudicator 2
- 16763 Disability Claims Specialist 1
- 16764 Disability Claims Specialist 2
- 30529 Disability Claims Adjudicator 1
- 30529 Disability Claims Adjudicator 2
- 30531 Disability Claims Specialist 1

**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.

**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	Ahens	Meigs	Washington
Holmes	Coshocton	Muskingum	Belmont
Morgan	Gallia	Tuscarawas	

**DEPARTMENT OF COMMERCE**

Statewide

**OFFICE OF CONSUMERS COUNCIL**

Statewide

**DEPARTMENT OF DEVELOPMENT**

Statewide

**DEPARTMENT OF EDUCATION**

Statewide

**OHIO BUREAU OF EMPLOYMENT SERVICES**

Six (6) Regions

**Region #1 — Findlay Regional Office**

Crawford	Marion	Wyandot	Harding
Hancock	Auglaize	Allen	Mercer
Putnam	Henry	Fulton	Williams
Defiance	Paulding	Van Wert	

**Region #2 — Lorain Regional Office**

Cuyahoga	Lorain	Ashland	Knox
Morrow	Richland	Erie	Seneca
Ottawa	Wood	Lucas	Huron
Sandusky			

**Region #3 — Youngstown Regional Office**

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

**Region #4 — Columbus Regional Office**

Jefferson	Harrison	Belmont	Monroe
Washington	Morgan	Noble	Guernsey
Muskingum	Coshocton	Licking	Delaware
Franklin			

**Region #5 — Chillicothe Regional Office**

Hamilton	Perry	Athens	Meigs
Gallia	Lawrence	Jackson	Vinton
Hocking	Fairfield	Pickaway	Ross
Pike	Scioto	Adams	Brown
Clermont	Clinton	Highland	Warren
Fayette			

**Region #6 — Dayton Regional Office**

Butler	Preble	Darke	Shelby
Miami	Montgomery	Greene	Clark
Champaign	Logan	Union	Madison

**ENVIRONMENTAL PROTECTION AGENCY**  
(Not settled at time of printing)

**OHIO EXPOSITIONS COMMISSION**

Statewide

**DEPARTMENT OF HEALTH**

Five (5) Districts

<b>District #1</b>			
Champaign	Clark	Union	Madison
Fayette	Marion	Delaware	Franklin
Pickaway	Knox	Licking	Fairfield

**District #2**

Lorain	Ashland
Wayne	Summit
Portage	Stark
Mahoning	Columbiana

**District #3**

Williams	Defiance
Mercer	Fulton
Allen	Auglaize
Wood	Hancock
Ottawa	Sandusky
Crawford	Erie

**District #4**

Ross	Pike
Vinton	Jackson
Meigs	Athens
Morgan	Coshocton
Guernsey	Noble
Harrison	Belmont

**District #5**

Drake	Miami
Greene	Butler
Hamilton	Clermont
Adams	

Scioto	Hocking
Lawrence	Gallia
Perry	Muskingum
Holmes	Tuscarawas
Washington	Carroll
Jefferson	Monroe

**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**  
 Drake Preble  
 Miami Montgomery  
 Champaign Clark  
 Brown Madison  
 Adams Franklin  
 Pike Scioto  
 Fairfield Hocking  
 Lawrence Coshocton  
 Morgan Athens  
 Tuscarawas Guernsey  
 Carroll Harrison  
 Monroe Jefferson

**District #2**  
 Williams Defiance  
 Mercer Fulton  
 Allen Auglaize  
 Wood Hancock  
 Ottawa Sandusky  
 Marion Union  
 Delaware Erie  
 Lorain Ashland  
 Geauga Portage  
 Trumbull Mahoning

**District #1**  
 Williams Paulding  
 Henry Lucas  
 Hancock Sandusky  
 Wyandot

**District #2**  
 Marion Crawford  
 Richland Huron  
 Lorain Cuyahoga

**District #3**  
 Medina Wayne  
 Portage Summit

**District #4**  
 Ashtabula Trumbull Mahoning

**District #5**  
 Holmes Coshocton Tuscarawas  
 Jefferson Carroll Columbiana

**District #6**  
 Licking Fairfield Perry  
 Morgan Washington Belmont  
 Guernsey Noble

**District #7**  
 Preble Butler Hamilton  
 Pickaway Ross Pike  
 Warren Clermont Greene  
 Brown Fayette Highland  
 Hocking Vinton Jackson  
 Gallia Meigs Athens

**District #8**  
 Van Wert Mercer Drake  
 Auglaize Shelby Miami  
 Logan Champaign Clark  
 Madison Delaware Franklin

**INDUSTRIAL COMMISSION OF OHIO**  
 Two (2) Districts

**District #1**  
 Hamilton Montgomery  
 Scioto Muskingum

**District #2**  
 Allen Lucas  
 Summit Stark

**DEPARTMENT OF INDUSTRIAL RELATIONS**  
 (Exception; Unit 7 Statewide)  
 Eight (8) districts

**District #1**  
 Defiance Paulding  
 Putnam Lucas  
 Ottawa Sandusky

**District #2**  
 Morrow  
 Erie  
 Lake  
 Knox  
 Ashland  
 Geauga

**District #3**  
 Summit  
 Stark

**District #4**  
 Mahoning

**District #5**  
 Harrison

**District #6**  
 Perry  
 Belmont  
 Muskingum  
 Monroe

**District #7**  
 Hamilton  
 Pike  
 Greene  
 Highland  
 Jackson  
 Athens

**District #8**  
 Drake  
 Miami  
 Clark  
 Franklin

Allen  
 Hardin  
 Union

**DEPARTMENT OF INSURANCE**

Statewide  
**STATE LIBRARY**  
 Statewide

**DEPARTMENT OF LIQUOR CONTROL**  
 Eight (8) Districts

<b>District #1</b>	Lorain Geauga Holmes	Cuyahoga Ashtabula Coshocton	Medina Ashland Summit	Lake Wayne Portage
<b>District #2</b>	Trumbull Columbiana Belmont	Stark Carrroll Noble	Tuscarawas Harrison Monroe	Mahoning Jefferson
<b>District #3</b>	Williams Fulton Lucas Sandusky Erie	Defiance Henry Wood Seneca Huron	Paulding Putnam Hancock Wyandot	Van Wert Allen Ottawa Crawford
<b>District #4</b>	Mercer Miami Greene	Auglaize Preble Fayette	Shelby Montgomery Warren	Drake Clark Clinton
<b>District #5</b>	Butler Highland	Hamilton Adams	Clermont	Brown
<b>District #6</b>	Union Pickaway	Madison Licking	Delaware Fairfield	Franklin

**District #7**

Ross Vinton Athens Morgan	Pike Jackson Meigs Washington	Scioto Lawrence Gallia Guernsey	Hocking Perry Muskingum
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**District #8**

Hardin Monroe	Logan Richland	Champaign Knox	Marion
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**OHIO LOTTERY COMMISSION**

Nine (9) Districts

(By District Offices)

District #1	Cuyahoga
District #2	Lucas
District #3	Montgomery
District #4	Hamilton
District #5	Franklin
District #6	Washington
District #7	Stark
District #8	Mahoning
District #9	Lorain

**DEPARTMENT OF MENTAL HEALTH**

(Employees in Units 4 and 14 within child care facilities\* may displace employees or promote into positions in jurisdictions. However, employees in Units 4 and 14 may not displace employees or promote into positions in child care facilities.\*)  
 Seven (7) districts

**District #1**

Central Office (except O.S. facilities at Dayton and Massillon)

District #2 Athens  
 Cambridge  
 District #3 COPH Portsmouth  
 Moritz  
 District #4 Lewis Center \*Millcreek  
 Dayton O.S.S. Food Production Facility  
 District #5 Oakwood  
 Toledo  
 District #6 Fallsview Woodside O.S.S. Laundry  
 Massillon  
 District #7 Western Reserve Cleveland Psych. \*Sagamore

**OHIO DEPARTMENT OF MENTAL RETARDATION AND DEVELOPMENT DISABILITIES**  
 Seven (7) Districts

District #1 Northwest Developmental Center  
 Tyffn Developmental Center  
 District #2 Broadview Developmental Center  
 Warrenville Developmental Center  
 District #3 Applecreek Developmental Center  
 Youngstown Developmental Center  
 District #4 Columbus Developmental Center  
 Mount Vernon Developmental Center  
 District #5 Cambridge Developmental Center  
 Gallipolis Developmental Center

District #6 Southwest Developmental Center  
 Montgomery Developmental Center  
 Springview Developmental Center  
 District #7 Central Office

**DEPARTMENT OF NATURAL RESOURCES**  
 Eight (8) Districts

District #1 Williams Putnam Paulding Fulton  
 Henry Darke Lucas Van Wert  
 Mercer Allen Logan Auglaize Hancock  
 Shelby Hardin  
 Wood  
 District #2 Miami Montgomery Champaign  
 Preble Greene Madison Fayette  
 Clark Warren Clermont Clinton  
 Hamilton Highland Butler  
 Brown  
 District #3 Pike Scioto Jackson  
 Adams Ross Pickaway Fairfield  
 Lawrence Vinton Perry  
 Hocking  
 District #4 Delaware Franklin Morrow  
 Union Licking Wyandot Marion  
 Knox Richland Ashland  
 Crawford  
 District #5 Sandusky Seneca Huron  
 Ottawa Erie Cuyahoga Medina  
 Summit

District #6	Morgan	Guernsey	Noble
Muskingum	Gallia	Meigs	Athens
Monroe			
Washington			
District #7	Carroll	Harrison	Belmont
Tuscarawas	Wayne	Holmes	Coshocton
Jefferson			
Stark			
District #8	Geauga	Ashtabula	Trumbull
Lake	Mahoning	Columbiana	
Portage			

**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  
Adult Parole Authority — Akron, Youngstown, Canton, New Philadelphia, Cleveland, Chardon, Mansfield, Deñance, Seneca, Elyria, Lima, Toledo
- District #2 — Central**  
Institutions — Orient, Pickaway, Southeastern Correction Institution, London, Madison, Corrections Reception Center, Franklin Pre-Release Center  
Adult Parole Authority — Columbus District Offices
- District #3 — South**  
Institutions — Lebanon, Chillicothe, Hocking, Southern Ohio Correctional Facility, Warren, Ross, Dayton

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  
Lake  
Summit  
Columbiana  
Mahoning  
Trumbull  
Cuyahoga  
Medina  
Geauga  
Portage

**District #2**  
Athens  
Delaware  
Guernsey  
Jackson  
Morgan  
Noble  
Ross  
Vinton  
Belmont  
Fairfield  
Harrison  
Jefferson  
Meigs  
Perry  
Scioto  
Washington  
Carroll  
Franklin  
Hocking  
Lawrence  
Monroe  
Pickaway  
Stark  
Wayne  
Coshocton  
Gallia  
Holmes  
Licking  
Muskingum  
Pike  
Tuscarawas

**District #3**  
Adams  
Clark  
Fayette  
Madison  
Warren  
Brown  
Clermont  
Greene  
Miami  
Butler  
Clinton  
Hamilton  
Montgomery  
Champaign  
Darke  
Highland  
Preble

**District #4**  
 Allen  
 Defiance  
 Hardin  
 Logan  
 Mercer  
 Putnam  
 Shelby  
 Wood

Ashland  
 Erie  
 Henry  
 Lorrain  
 Morrow  
 Richland  
 Union  
 Wyandot

Anglaize  
 Fulton  
 Huron  
 Lucas  
 Ottawa  
 Sandusky  
 Van Wert

Crawford  
 Hancock  
 Knox  
 Marion  
 Paulding  
 Seneca  
 Williams

**DEPARTMENT OF TAXATION**  
 Eight (8) districts

**District #1**  
 Ashland  
 Holmes  
 Mahoning

Medina  
 Portage  
 Richland

Stark  
 Summit  
 Trumbull

Tuscarawas  
 Wayne

**District #2**  
 Adams  
 Brown  
 Hamilton  
 Scioto

Clinton  
 Gallia  
 Pike

Jackson  
 Lawrence  
 Clermont

Warren  
 Butler  
 Highland

**District #3**  
 Cuyahoga  
 Ashtabula

Ceauga

Lake

Lorain

**District #4**  
 Delaware  
 Fayette  
 Fairfield  
 Franklin

Hocking  
 Knox  
 Licking  
 Madison

Marion  
 Morrow  
 Perry  
 Pickaway

Ross  
 Union  
 Vinton

**District #5**  
 Auglaize  
 Champaign  
 Clark

Darke  
 Greene  
 Logan

Mercer  
 Miami  
 Montgomery

Preble  
 Shelby

**District #6**  
 Allen  
 Crawford  
 Defiance  
 Erie  
 Fulton  
 District #7

Hancock  
 Hardin  
 Henry  
 Huron  
 Lucas

Ottawa  
 Paulding  
 Putnam  
 Sandusky  
 Seneca

Van Wert  
 Williams  
 Wood  
 Wyandot

**Central Office**

**OHIO DEPARTMENT OF TRANSPORTATION**  
 Thirteen (13) districts

**District #1**  
 Defiance  
 Paulding

Van Wert  
 Putnam

Allen  
 Hancock

Hardin  
 Wyandot

**District #2**  
 Williams  
 Fulton

Henry  
 Lucas

Wood  
 Ottawa

Sandusky  
 Seneca

**District #3**  
 Erie  
 Huron

Crawford  
 Lorain

Ashland  
 Richland

Medina  
 Wayne

**District #4**  
 Summit  
 Trumbull

Portage  
 Mahoning

Stark

Ashtabula

**District #5**  
 Knox  
 Coshocton

Licking  
 Muskingum

Fairfield  
 Guernsey

Perry

**District #6**  
 Marion  
 Morrow

Union  
 Delaware

Madison  
 Franklin

Pickaway  
 Fayette

District #7  
 Mercer Shelby  
 Drake Miami  
 Auglaize  
 District #8  
 Preble Butler  
 Clermont Greene  
 District #9  
 Brown Adams  
 Highland Ross  
 District #10  
 Hocking Meigs  
 Vinton Gallia  
 Athens  
 District #11  
 Holmes Tuscarawas  
 Harrison Jefferson  
 District #12  
 Cuyahoga Lake  
 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

Logan  
 Champaign  
 Clark  
 Montgomery  
 Hamilton  
 Clinton  
 Warren  
 Pike  
 Scioto  
 Jackson  
 Lawrence  
 Morgan  
 Washington  
 Noble  
 Monroe  
 Columbiana  
 Belmont  
 Carroll

**VETERAN'S CHILDRENS HOME**  
 Statewide  
**VETERAN'S HOME**  
 Statewide  
**BUREAU OF WORKERS' COMPENSATION**  
 Four (4) Districts

District #1  
 Lucas Allen  
 District #2  
 Clark Montgomery  
 District #3  
 Richland Cuyahoga  
 Mahoning Summit  
 District #4  
 Franklin Muskingum  
 Scioto Belmont  
 Hocking

**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 Veteran's home, the Ohio Veteran's Children's homes 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 the lieu of Workers' Compensation. The employee may apply for Workers' Compensation while he/she is

**APPENDIX L  
PAY RANGES**

Effective with the pay that includes July 28, 1991

RAVENS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
1	\$6,13	\$6,30	\$6,47	\$6,66	\$6,86	\$7,06	\$7,27	\$7,48
2	\$6,30	\$6,48	\$6,66	\$6,86	\$7,06	\$7,27	\$7,48	\$7,69
3	\$6,48	\$6,66	\$6,86	\$7,06	\$7,27	\$7,48	\$7,69	\$7,90
4	\$6,66	\$6,86	\$7,06	\$7,27	\$7,48	\$7,69	\$7,90	\$8,11
5	\$6,86	\$7,06	\$7,27	\$7,48	\$7,69	\$7,90	\$8,11	\$8,32
6	\$7,06	\$7,27	\$7,48	\$7,69	\$7,90	\$8,11	\$8,32	\$8,53
7	\$7,27	\$7,48	\$7,69	\$7,90	\$8,11	\$8,32	\$8,53	\$8,74
8	\$7,48	\$7,69	\$7,90	\$8,11	\$8,32	\$8,53	\$8,74	\$8,95
9	\$7,69	\$7,90	\$8,11	\$8,32	\$8,53	\$8,74	\$8,95	\$9,16
10	\$7,90	\$8,11	\$8,32	\$8,53	\$8,74	\$8,95	\$9,16	\$9,37
11	\$8,11	\$8,32	\$8,53	\$8,74	\$8,95	\$9,16	\$9,37	\$9,58
12	\$8,32	\$8,53	\$8,74	\$8,95	\$9,16	\$9,37	\$9,58	\$9,79
13	\$8,53	\$8,74	\$8,95	\$9,16	\$9,37	\$9,58	\$9,79	\$10,00
14	\$8,74	\$8,95	\$9,16	\$9,37	\$9,58	\$9,79	\$10,00	\$10,21
15	\$8,95	\$9,16	\$9,37	\$9,58	\$9,79	\$10,00	\$10,21	\$10,42
16	\$9,16	\$9,37	\$9,58	\$9,79	\$10,00	\$10,21	\$10,42	\$10,63
17	\$9,37	\$9,58	\$9,79	\$10,00	\$10,21	\$10,42	\$10,63	\$10,84
18	\$9,58	\$9,79	\$10,00	\$10,21	\$10,42	\$10,63	\$10,84	\$11,05
19	\$9,79	\$10,00	\$10,21	\$10,42	\$10,63	\$10,84	\$11,05	\$11,26
20	\$10,00	\$10,21	\$10,42	\$10,63	\$10,84	\$11,05	\$11,26	\$11,47
21	\$10,21	\$10,42	\$10,63	\$10,84	\$11,05	\$11,26	\$11,47	\$11,68
22	\$10,42	\$10,63	\$10,84	\$11,05	\$11,26	\$11,47	\$11,68	\$11,89
23	\$10,63	\$10,84	\$11,05	\$11,26	\$11,47	\$11,68	\$11,89	\$12,10
24	\$10,84	\$11,05	\$11,26	\$11,47	\$11,68	\$11,89	\$12,10	\$12,31
25	\$11,05	\$11,26	\$11,47	\$11,68	\$11,89	\$12,10	\$12,31	\$12,52
26	\$11,26	\$11,47	\$11,68	\$11,89	\$12,10	\$12,31	\$12,52	\$12,73
27	\$11,47	\$11,68	\$11,89	\$12,10	\$12,31	\$12,52	\$12,73	\$12,94
28	\$11,68	\$11,89	\$12,10	\$12,31	\$12,52	\$12,73	\$12,94	\$13,15
29	\$11,89	\$12,10	\$12,31	\$12,52	\$12,73	\$12,94	\$13,15	\$13,36
30	\$12,10	\$12,31	\$12,52	\$12,73	\$12,94	\$13,15	\$13,36	\$13,57
31	\$12,31	\$12,52	\$12,73	\$12,94	\$13,15	\$13,36	\$13,57	\$13,78
32	\$12,52	\$12,73	\$12,94	\$13,15	\$13,36	\$13,57	\$13,78	\$13,99
33	\$12,73	\$12,94	\$13,15	\$13,36	\$13,57	\$13,78	\$13,99	\$14,20
34	\$12,94	\$13,15	\$13,36	\$13,57	\$13,78	\$13,99	\$14,20	\$14,41
35	\$13,15	\$13,36	\$13,57	\$13,78	\$13,99	\$14,20	\$14,41	\$14,62
36	\$13,36	\$13,57	\$13,78	\$13,99	\$14,20	\$14,41	\$14,62	\$14,83
37	\$13,57	\$13,78	\$13,99	\$14,20	\$14,41	\$14,62	\$14,83	\$15,04
38	\$13,78	\$13,99	\$14,20	\$14,41	\$14,62	\$14,83	\$15,04	\$15,25
39	\$13,99	\$14,20	\$14,41	\$14,62	\$14,83	\$15,04	\$15,25	\$15,46
40	\$14,20	\$14,41	\$14,62	\$14,83	\$15,04	\$15,25	\$15,46	\$15,67
41	\$14,41	\$14,62	\$14,83	\$15,04	\$15,25	\$15,46	\$15,67	\$15,88
42	\$14,62	\$14,83	\$15,04	\$15,25	\$15,46	\$15,67	\$15,88	\$16,09
43	\$14,83	\$15,04	\$15,25	\$15,46	\$15,67	\$15,88	\$16,09	\$16,30
44	\$15,04	\$15,25	\$15,46	\$15,67	\$15,88	\$16,09	\$16,30	\$16,51
45	\$15,25	\$15,46	\$15,67	\$15,88	\$16,09	\$16,30	\$16,51	\$16,72
46	\$15,46	\$15,67	\$15,88	\$16,09	\$16,30	\$16,51	\$16,72	\$16,93
47	\$15,67	\$15,88	\$16,09	\$16,30	\$16,51	\$16,72	\$16,93	\$17,14
48	\$15,88	\$16,09	\$16,30	\$16,51	\$16,72	\$16,93	\$17,14	\$17,35
49	\$16,09	\$16,30	\$16,51	\$16,72	\$16,93	\$17,14	\$17,35	\$17,56
50	\$16,30	\$16,51	\$16,72	\$16,93	\$17,14	\$17,35	\$17,56	\$17,77
51	\$16,51	\$16,72	\$16,93	\$17,14	\$17,35	\$17,56	\$17,77	\$17,98
52	\$16,72	\$16,93	\$17,14	\$17,35	\$17,56	\$17,77	\$17,98	\$18,19
53	\$16,93	\$17,14	\$17,35	\$17,56	\$17,77	\$17,98	\$18,19	\$18,40
54	\$17,14	\$17,35	\$17,56	\$17,77	\$17,98	\$18,19	\$18,40	\$18,61
55	\$17,35	\$17,56	\$17,77	\$17,98	\$18,19	\$18,40	\$18,61	\$18,82
56	\$17,56	\$17,77	\$17,98	\$18,19	\$18,40	\$18,61	\$18,82	\$19,03
57	\$17,77	\$17,98	\$18,19	\$18,40	\$18,61	\$18,82	\$19,03	\$19,24
58	\$17,98	\$18,19	\$18,40	\$18,61	\$18,82	\$19,03	\$19,24	\$19,45
59	\$18,19	\$18,40	\$18,61	\$18,82	\$19,03	\$19,24	\$19,45	\$19,66
60	\$18,40	\$18,61	\$18,82	\$19,03	\$19,24	\$19,45	\$19,66	\$19,87
61	\$18,61	\$18,82	\$19,03	\$19,24	\$19,45	\$19,66	\$19,87	\$20,08
62	\$18,82	\$19,03	\$19,24	\$19,45	\$19,66	\$19,87	\$20,08	\$20,29
63	\$19,03	\$19,24	\$19,45	\$19,66	\$19,87	\$20,08	\$20,29	\$20,50
64	\$19,24	\$19,45	\$19,66	\$19,87	\$20,08	\$20,29	\$20,50	\$20,71
65	\$19,45	\$19,66	\$19,87	\$20,08	\$20,29	\$20,50	\$20,71	\$20,92
66	\$19,66	\$19,87	\$20,08	\$20,29	\$20,50	\$20,71	\$20,92	\$21,13
67	\$19,87	\$20,08	\$20,29	\$20,50	\$20,71	\$20,92	\$21,13	\$21,34
68	\$20,08	\$20,29	\$20,50	\$20,71	\$20,92	\$21,13	\$21,34	\$21,55
69	\$20,29	\$20,50	\$20,71	\$20,92	\$21,13	\$21,34	\$21,55	\$21,76
70	\$20,50	\$20,71	\$20,92	\$21,13	\$21,34	\$21,55	\$21,76	\$21,97
71	\$20,71	\$20,92	\$21,13	\$21,34	\$21,55	\$21,76	\$21,97	\$22,18
72	\$20,92	\$21,13	\$21,34	\$21,55	\$21,76	\$21,97	\$22,18	\$22,39
73	\$21,13	\$21,34	\$21,55	\$21,76	\$21,97	\$22,18	\$22,39	\$22,60
74	\$21,34	\$21,55	\$21,76	\$21,97	\$22,18	\$22,39	\$22,60	\$22,81
75	\$21,55	\$21,76	\$21,97	\$22,18	\$22,39	\$22,60	\$22,81	\$23,02
76	\$21,76	\$21,97	\$22,18	\$22,39	\$22,60	\$22,81	\$23,02	\$23,23
77	\$21,97	\$22,18	\$22,39	\$22,60	\$22,81	\$23,02	\$23,23	\$23,44
78	\$22,18	\$22,39	\$22,60	\$22,81	\$23,02	\$23,23	\$23,44	\$23,65
79	\$22,39	\$22,60	\$22,81	\$23,02	\$23,23	\$23,44	\$23,65	\$23,86
80	\$22,60	\$22,81	\$23,02	\$23,23	\$23,44	\$23,65	\$23,86	\$24,07
81	\$22,81	\$23,02	\$23,23	\$23,44	\$23,65	\$23,86	\$24,07	\$24,28
82	\$23,02	\$23,23	\$23,44	\$23,65	\$23,86	\$24,07	\$24,28	\$24,49
83	\$23,23	\$23,44	\$23,65	\$23,86	\$24,07	\$24,28	\$24,49	\$24,70
84	\$23,44	\$23,65	\$23,86	\$24,07	\$24,28	\$24,49	\$24,70	\$24,91
85	\$23,65	\$23,86	\$24,07	\$24,28	\$24,49	\$24,70	\$24,91	\$25,12
86	\$23,86	\$24,07	\$24,28	\$24,49	\$24,70	\$24,91	\$25,12	\$25,33
87	\$24,07	\$24,28	\$24,49	\$24,70	\$24,91	\$25,12	\$25,33	\$25,54
88	\$24,28	\$24,49	\$24,70	\$24,91	\$25,12	\$25,33	\$25,54	\$25,75
89	\$24,49	\$24,70	\$24,91	\$25,12	\$25,33	\$25,54	\$25,75	\$25,96
90	\$24,70	\$24,91	\$25,12	\$25,33	\$25,54	\$25,75	\$25,96	\$26,17
91	\$24,91	\$25,12	\$25,33	\$25,54	\$25,75	\$25,96	\$26,17	\$26,38
92	\$25,12	\$25,33	\$25,54	\$25,75	\$25,96	\$26,17	\$26,38	\$26,59
93	\$25,33	\$25,54	\$25,75	\$25,96	\$26,17	\$26,38	\$26,59	\$26,80
94	\$25,54	\$25,75	\$25,96	\$26,17	\$26,38	\$26,59	\$26,80	\$27,01
95	\$25,75	\$25,96	\$26,17	\$26,38	\$26,59	\$26,80	\$27,01	\$27,22
96	\$25,96	\$26,17	\$26,38	\$26,59	\$26,80	\$27,01	\$27,22	\$27,43
97	\$26,17	\$26,38	\$26,59	\$26,80	\$27,01	\$27,22	\$27,43	\$27,64
98	\$26,38	\$26,59	\$26,80	\$27,01	\$27,22	\$27,43	\$27,64	\$27,85
99	\$26,59	\$26,80	\$27,01	\$27,22	\$27,43	\$27,64	\$27,85	\$28,06
100	\$26,80	\$27,01	\$27,22	\$27,43	\$27,64	\$27,85	\$28,06	\$28,27

32	\$13.54	\$14.13	\$14.86	\$15.59	\$16.35	\$17.15	\$17.97	\$18.87
	\$29,183	\$29,890	\$30,609	\$32,427	\$34,008	\$35,672	\$37,378	\$39,250
33	\$14.86	\$15.59	\$16.35	\$17.15	\$17.97	\$18.87	\$19.77	\$20.76
	\$30,909	\$32,427	\$34,008	\$35,672	\$37,378	\$39,250	\$41,122	\$43,181
34	\$16.35	\$17.15	\$17.97	\$18.87	\$19.77	\$20.76	\$21.79	\$22.96
	\$34,008	\$35,672	\$37,378	\$39,250	\$41,122	\$43,181	\$45,323	\$47,549
35	\$17.97	\$18.87	\$19.77	\$20.76	\$21.79	\$22.96	\$24.28	\$25.74
	\$37,378	\$39,250	\$41,122	\$43,181	\$45,323	\$47,549	\$49,868	\$52,374
36	\$19.77	\$20.76	\$21.79	\$22.96	\$24.28	\$25.74	\$27.35	\$29.15
	\$41,122	\$43,181	\$45,323	\$47,549	\$49,868	\$52,374	\$54,995	\$57,720
41	\$14.11	\$21.27						
	\$29,349	\$44,242						
43	\$17.15	\$25.85						
	\$35,672	\$53,768						

Effective with the pay that includes July 1, 1993

RANGE STEP 1 STEP 2 STEP 3 STEP 4 STEP 5 STEP 6 STEP 7 STEP 8								
01	\$8.54	\$9.72	\$8.59	\$9.09	\$9.29			
	\$17,769	\$18,138	\$18,491	\$18,907	\$19,323			
02	\$8.81	\$8.99	\$9.19	\$9.40	\$9.62			
	\$18,325	\$18,699	\$19,115	\$19,552	\$20,010			
03	\$9.09	\$9.29	\$9.51	\$9.73	\$9.96			
	\$18,907	\$19,323	\$19,781	\$20,298	\$20,756			
04	\$9.40	\$9.62	\$9.85	\$10.10	\$10.35			
	\$19,552	\$20,010	\$20,486	\$21,006	\$21,523			
05	\$9.73	\$9.96	\$10.23	\$10.52	\$10.72			
	\$20,298	\$20,756	\$21,276	\$21,892	\$22,298			
06	\$10.10	\$10.35	\$10.62	\$10.87	\$11.15			
	\$21,006	\$21,523	\$22,090	\$22,610	\$23,192			
07	\$10.52	\$10.72	\$10.99	\$11.28	\$11.59	\$12.01		
	\$21,892	\$22,298	\$22,859	\$23,462	\$24,107	\$24,981		
08	\$10.99	\$11.28	\$11.59	\$12.01	\$12.48	\$13.00		
	\$22,859	\$23,462	\$24,107	\$24,981	\$25,958	\$27,040		
09	\$11.59	\$12.01	\$12.48	\$13.00	\$13.60	\$14.22		
	\$24,107	\$24,981	\$25,958	\$27,040	\$28,288	\$29,578		
10	\$12.48	\$13.00	\$13.60	\$14.22	\$14.84	\$15.60		
	\$25,958	\$27,040	\$28,288	\$29,578	\$30,967	\$32,448		
11	\$13.60	\$14.22	\$14.84	\$15.60	\$16.37	\$17.17		
	\$28,288	\$29,578	\$30,967	\$32,448	\$34,060	\$35,714		
12	\$14.84	\$15.60	\$16.37	\$17.17	\$18.01	\$18.87		
	\$30,967	\$32,448	\$34,060	\$35,714	\$37,461	\$39,250		
23	\$8.89	\$9.09	\$9.29	\$9.51	\$9.73	\$9.96		
	\$18,491	\$18,907	\$19,323	\$19,781	\$20,298	\$20,756		
24	\$9.19	\$9.40	\$9.62	\$9.85	\$10.10	\$10.35		
	\$19,115	\$19,552	\$20,010	\$20,486	\$21,006	\$21,523		

25	\$9.51	\$9.73	\$9.96	\$10.23	\$10.52	\$10.72		
	\$19,781	\$20,298	\$20,756	\$21,276	\$21,892	\$22,298		
26	\$9.85	\$10.10	\$10.35	\$10.62	\$10.87	\$11.15		
	\$20,486	\$21,006	\$21,523	\$22,090	\$22,610	\$23,192		
27	\$10.23	\$10.52	\$10.72	\$10.99	\$11.28	\$11.59	\$12.01	
	\$21,276	\$21,892	\$22,298	\$22,859	\$23,462	\$24,107	\$24,981	
28	\$10.72	\$10.99	\$11.28	\$11.59	\$12.01	\$12.48	\$13.00	
	\$22,298	\$22,859	\$23,462	\$24,107	\$24,981	\$25,958	\$27,040	
29	\$11.28	\$11.59	\$11.87	\$12.48	\$13.00	\$13.60	\$14.22	
	\$23,462	\$24,107	\$24,981	\$25,958	\$27,040	\$28,288	\$29,578	
30	\$12.01	\$12.48	\$13.00	\$13.60	\$14.22	\$14.84	\$15.60	
	\$24,981	\$25,958	\$27,040	\$28,288	\$29,578	\$30,967	\$32,448	
31	\$13.00	\$13.60	\$14.22	\$14.84	\$15.60	\$16.37	\$17.17	
	\$27,040	\$28,288	\$29,578	\$30,967	\$32,448	\$34,060	\$35,714	
32	\$14.22	\$14.84	\$15.60	\$16.37	\$17.17	\$18.01	\$18.87	\$19.81
	\$29,578	\$30,967	\$32,448	\$34,060	\$35,714	\$37,461	\$39,250	\$41,206
33	\$15.60	\$16.37	\$17.17	\$18.01	\$18.87	\$19.81	\$20.76	\$21.80
	\$32,448	\$34,060	\$35,714	\$37,461	\$39,250	\$41,206	\$43,181	\$45,344
34	\$17.17	\$18.01	\$18.87	\$19.81	\$20.76	\$21.80	\$22.98	\$24.00
	\$35,714	\$37,461	\$39,250	\$41,206	\$43,181	\$45,344	\$47,590	\$49,920
35	\$18.87	\$19.81	\$20.76	\$21.80	\$22.98	\$24.00	\$25.17	\$26.44
	\$39,250	\$41,206	\$43,181	\$45,344	\$47,590	\$49,920	\$52,354	\$54,985
36	\$20.76	\$21.80	\$22.98	\$24.00	\$25.17	\$26.44	\$27.76	\$29.14
	\$43,181	\$45,344	\$47,590	\$49,920	\$52,354	\$54,985	\$57,741	\$60,611
41	\$14.82	\$22.33						
	\$30,928	\$46,448						
43	\$18.01	\$27.14						
	\$37,461	\$56,451						

APPENDIX M  
DRUG-FREE WORKPLACE POLICY

**Section 1. Statement of Policy.**  
 A. Both the State and the Union desire a workplace that is free from the adverse effects of alcohol and other drugs. As such, both parties acknowledge that substance abuse is a serious and complex, yet treatable, condition/disease that adversely affects the productive, personal and family lives of employees. The parties further acknowledge that substance abuse may lead to safety and health risks in the workplace, for the abusers, their co-workers, and the public-at-large. Accordingly, the State and the Union pledge to work collaboratively in programs designed to reduce and eradicate the abuse of alcohol and drugs.

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

C. The State will periodically provide information and training programs concerning the impact of alcohol and other drug use on job performance, as well as information concerning the State's Employee Assistance Program and any other resources that an employee or his/her family may contact for assistance in overcoming an alcohol and/or other drug problem. All 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.

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, 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.

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. Similarly, all records relating to drug tests and their results shall be maintained in the strictest confidence.

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.

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. Such circumstances raise a reasonable suspicion concerning the exist-

ness of alcohol or other drugs. 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.

**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 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 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 NIDA guidelines.

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. Level of concentration must be that established in ORC Section 4511.19.

D. All urine testing shall be conducted by a laboratory certified by the NIDA.

E. 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.

F. 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).

G. 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.

H. 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.

I. 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 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 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.

J. 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.

K. 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.

L. The 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 phenylethylamine (PCP).

#### **Section 4. 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 5. 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.

#### **APPENDIX N**

#### **MEMORANDUM OF UNDERSTANDING FOR IMPLEMENTATION OF WORK AREAS FOR MENTAL HEALTH, MENTAL RETARDATION, DEPARTMENT OF YOUTH SERVICES, OHIO VETERANS HOME AND THE OHIO VETERANS CHILDREN'S HOME OF 8/31/87**

**A. Work Areas for Mental Health, Mental Retardation, Department of Youth Services, 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 Employer's 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, OVH and 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, Ohio Veterans Home and the Ohio Veterans Children's Home Institutions Covered by the Memorandum of Understanding Concerning Work Area Assignments

Bargaining Unit No. 3  
Psychiatric Attendant  
Psychiatric Attendant  
Coordinator  
Youth Leader  
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  
Activities Therapist 2  
Activities Therapist Specialist 1  
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

## 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.
- 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 to employees on backup 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.

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.

B. Prior to the snow and ice season, Management will canvass 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.

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.

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.

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.

C. If the overtime requirements are still not filled, Management may call Unit 7 employees who are qualified and volunteer for overtime.

D. If overtime opportunities are still available after the above process has been followed, Management may offer overtime opportunity to a non-bargaining unit employee.

E. 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 standby 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.

#### **AGENCY SPECIFIC AGREEMENTS**

The following supplemental agreements apply to OCSEA/AFSCME bargaining unit employees within the specified agencies only:

#### **OHIO BUREAU OF EMPLOYMENT SERVICES**

##### **1000 Hour Assignment**

When fluctuations in workload or fluctuations in funding necessitate the reassignment of Employment Services or Unemployment Compensation Claims personnel, the Administrator of the Ohio Bureau of Employment Services or designee may reassign such personnel to duties other than those assigned to the position to which the individual employee has been appointed provided that the affected employee possesses the minimum qualifications for the position to which they are being reassigned. Such reassignments shall not occur more than two (2) times in a state fiscal year, and such reassignment(s) shall not exceed a cumulative total of one thousand (1000) hours per employee per state fiscal year. During each reassignment, if an employee is needed in his/her permanent job, the time in the permanent job shall count toward the one thousand (1000) hours. During such reassignment the affected employee(s) shall suffer no loss of pay, benefits or seniority. Where reassignment is to a higher paying classification, the employee will receive the pay of the higher classification.

The individuals with the most state seniority in the classification and office from which the reassignment is to be made shall be given the first opportunity to refuse reassignment or choose from among the available reassignments. If there are insufficient volunteers to accomplish the reassignment, the least senior affected employee(s) shall first be reassigned. When seeking volunteers for a reassignment, the Bureau shall notify the employees of how long the reassignment is estimated to last, and where the reassignment is actually located. It is understood that this procedure is to be used

for all 1000 hour reassignments in OBES whether they are inter-office or intra-office.

Before implementing these reassignments, the Bureau shall give the Union and the affected employee(s) at least fourteen (14) calendar days notice, unless a fluctuation in workload creates an emergency. If there is an emergency, such reassignment shall be made as soon as the employees can be canvassed. An emergency is defined as an infrequent, rare occurrence; not an everyday event. An employee shall be adequately trained on the job to which he/she is reassigned.

Any employee who is reassigned shall not be considered for an overtime assignment until all appropriate permanently assigned employees have been asked to work the overtime according to negotiated procedures. If no permanently assigned employee volunteers for the overtime, volunteers shall be sought from among reassigned employees in order of state seniority.

#### OHIO BUREAU OF WORKERS' COMPENSATION

A. The agency will provide priority training for permanent employees as per Article 38.

B. Qualified permanent employees shall advance into vacancies as per Article 17.

C. New classification specifications will be created as per Article 36.05.

#### DEPARTMENT OF ADMINISTRATIVE SERVICES

A. Prior to posting a Security Officer vacancy, the Division of Public Works will maintain the current practice of canvassing Security Officers assigned to the facility in which a vacancy occurs, for individual preference to move to the vacant shift. Canvassing will be conducted in state seniority order. The resulting shift will then be posted as a vacancy pursuant to Article 17.

B. Within thirty (30) days of the effective date of this Agreement, Public Works will canvass bargaining unit 3 and 5 employees as to individual shift preference within their assigned facilities. A separate canvass will be conducted within each facility and shift selection shall be limited to the facility of assignment and shall rely on state seniority order.

C. For the purpose of the above procedures a shift shall be defined as the hours of the day and days of the week as established by Public Works to be a shift.

D. It shall be the exclusive prerogative of Public Works to determine the number and composition of shifts in each facility.

#### DEPARTMENT OF NATURAL RESOURCES

A. If employees are required or receive written permission from their supervisors to furnish their own tools or equipment, the Employer shall replace such tools or equipment, when they are lost due to fire, wind or theft by forcible entry when in the care or custody of the Employer or when damaged to the extent they are unusable due to no negligence by the employee. The tools or equipment will be replaced with like tools or equipment on an exchange basis, where practicable or feasible.

B. The following provisions are to clarify the various employment durations of employees in the Division of Parks and Recreation. The following is a description of them:

1. Approximately 600 employees work for a limited duration of 720 hours or less a year.

2. Fixed term with Regular Hours Employees  
Approximately 50 employees have a limited duration of work (usually more than 14 weeks) dependent upon the needs of the department. These employees work a standard 40 hour work-week. They usually have starting and ending dates based on the previous season's work, with flexibility to extend or reduce the time up to four weeks if weather or other conditions dictate. This has been determined appropriate by the State Personnel Board of Review.

3. Fixed term Irregular Hours Employees  
Approximately 125 employees are employed in conditions similar to No. (1) above, however, they work in excess of 14 weeks a year and are usually guaranteed a set number of hours each year.

The following outlines the agreement between OCSEA, AFSCME Local 11, AFL-CIO and the State of Ohio in regard to the above groups 1, 2 AND 3.

1. Group 1 is not in the bargaining unit. Groups 2 and 3 (Fixed Term Regular Hours and Fixed terms Irregular Hours) are included in the bargaining unit.
2. Fixed term employees shall be notified at least 60 days in advance of their appointments by letter which states an identified length of employment.
3. Fixed term employees shall be appointed from a recall list which lists employees according to total length of employment with the State. Employees with the greatest amount of employment time shall be recalled first, pursuant to the Appendices I and J in the contract between OCSEA and the State of Ohio.
4. Fixed term employees shall be entitled to all the rights and benefits of the contract except as specified in this document.
5. Fixed term irregular hour employees will have leave accrual prorated in the same manner as part-time employees.
6. All fixed term employees will be offered health insurance but the employer contribution will cease with the employee's termination date.
7. If the department, because of lack of money, finds it necessary to shorten the length of employment of fixed term employees, it shall do so by seniority by district pursuant to the contract including Appendices I and J and in the spirit of the Ohio Revised Code 124.321-327 and Administrative Rule 123.1-41-01 through 22. That is to say fixed term employees shall be laid off prior to permanent employees. End of an identified employment period (as noted in the appointment letter) is not a layoff.

**DEPARTMENT OF REHABILITATION AND  
CORRECTION**

A. The Department of Rehabilitation and Correction will provide five uniforms as a standard issue to uniform personnel. Such issuance shall be accomplished during the term of this Agreement. Where needed, the first uniform shall be issued during Fiscal Year 1993, and the second uniform shall be issued prior to the expiration of the Agreement. The Department agrees to direct local Health and Safety Committees to develop policies and procedures to address the distribution of clothing for those employees regularly

and intermittently exposed to conditions of inclement weather. Such procedures may include provisions for the issuance of Carhartt clothing or adjustments to uniform policies to provide allowances to deal with such conditions.

B. Hats and ties shall be considered optional parts of the standard uniform for Correction Officers. The Department reserves the right to require hats and ties when Correction Officers are representing the department outside of the institution.

C. The parties agree to establish a joint Labor-Management Committee to discuss and address overtime issues at the Orient Correctional Complex. The committee will primarily examine strategies that would alleviate the utilization of mandatory overtime for coverage at the OSU Hospital facility.

D. The parties agree to establish a special Labor/Management Committee to discuss matters relevant to the McDowell decision. The Committee shall address issues of the equitable application of the provisions of the settlement and the use of BFOQ positions. Reports of the Committee findings shall be submitted to the Director of the Department of Rehabilitation and Correction for his consideration in establishing policy in this area.

**OHIO DEPARTMENT OF TRANSPORTATION**

**13.06 — Report-In Locations**

The report-in location(s) for ODOT field employees shall be the particular project to which they are assigned or thirty (30) miles, whichever is less, year-round. Field employees who reside outside of the district to which they are assigned shall start the above mileage figures at the district line.

**13.07 — Overtime**

Management has the sole and exclusive right to determine the need for overtime.

Insofar as practicable, overtime opportunity hours shall be equitably distributed on a rotating basis by seniority among those who normally perform the work as defined in the classification specification and/or position description. In the event the Employer has determined the need for overtime, and 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 overtime rosters which shall be provided to the facility steward, within a reasonable time, if so requested. The rosters shall be updated every pay period in which any affected employee had overtime offered.

Employees shall be canvassed quarterly as to whether they would like to be offered overtime and placed on the appropriate overtime roster by classification for that facility, work unit, or project. Overtime opportunity hours shall be carried from project to project and assignment to assignment. Any hours credited while on 1000 hour assignment will be carried back to the employee's regular roster. Employees who wish to be offered overtime shall provide a telephone number to their supervisor where they may be contacted by their supervisor.

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 the amount of overtime offered, and shall be liable for discipline unless extenuating circumstances arose which prevented him/her from reporting.

Any "no contact" with an employee shall be charged as overtime refused on the overtime roster. Contact with an answering machine or person other than the employee, without reply from the employee while the need still exists, shall be considered as overtime refused.

An employee on leave shall be considered as refusing all overtime opportunities until their next scheduled shift unless he/she has

informed the supervisor as to his/her availability prior to their departure for the leave.

Newly hired, promoted, demoted, or lateral transferred employees under the provisions of Article 17 of this Agreement who are qualified to perform the work shall be charged on the roster with one hour more than the highest amount on the appropriate roster in their new work location. Those employees electing, in a prior canvass period, not to be placed on an overtime roster shall be placed on the new roster with one hour more than the employee with the highest amount of hours on the roster.

Overtime rosters shall be revised annually in order to diminish accumulated hour totals. The employee with the lowest number of hours on a specific roster shall be reduced to zero and all other employees on the same roster shall be reduced that same amount of hours.

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

Any dispute regarding overtime shall be raised in accordance with the timeliness established under Article 25 of this contract. The timelines for filing a grievance begins the first day following the posting of the overtime roster in which the alleged violation is first shown.

In construction, reasonable effort will be made to equalize overtime opportunity hours. If there is reason to believe construction assignments were made for reasons other than operational needs, prudence to project, and/or employee qualifications/experience, the employee may write a letter of complaint to his/her immediate Deputy Director. If the complaint is substantiated, the Deputy Director shall take appropriate corrective action. If the employee is not satisfied with the response of the immediate Deputy Director he/she may appeal to the Deputy Director of Labor Relations. Employee assignments shall not be grievable.

The Department further commits to provide increased construction training and schooling to improve job knowledge of employees.

In October of each year, management shall canvass employees who do not normally perform snow and ice removal duties to volunteer for overtime opportunities to do this work when regular overtime rosters are exhausted. These employees shall be placed on auxiliary rosters in counties to where they volunteer. The first

auxiliary roster is composed of qualified Unit 6 employees and overtime shall be offered in rotation by seniority order. The second auxiliary roster is composed of all other qualified employees. Management is not required to equalize overtime on auxiliary rosters. Employees on auxiliary lists have no right to grieve overtime opportunities for snow and ice removal.

If an employee on the first auxiliary list believes he/she was improperly bypassed two consecutive times, the employee may file a complaint with supporting documentation to the Deputy Director of Labor Relations in ODOT. If their complaint is substantiated, the employee shall be placed at the top of their auxiliary list.

The agency shall establish a phone log procedure to verify phone calls to employees who are being contacted for overtime. In the event there is a dispute as to an employee having been contacted, or which employee(s) were contacted, the phone log will be used for verification. In locations where there are computer verified phone systems, the computer log may be used for verification.

The Unit 6 agreements 6.01, 6.02 and 6.03 are deleted by this Agreement, as those Agreements pertain to ODOT; however, paragraphs 6.4 and 6.5 are retained.

### 13.08 — Call Back Pay

In ODOT, employees who are called back to work and do report outside their regularly scheduled shift will be paid a minimum of two and one-half (2½) hours at the overtime rate of pay and will be put on the appropriate overtime roster.

### 1000 Hour Assignment

When fluctuations in workload or weather conditions necessitate the temporary transfer of employees, the Director of the Ohio Department of Transportation or designee may temporarily assign such personnel to duties other than those specified by their classification.

When an employee is temporarily transferred, the transfer will be to a classification for which the employee is qualified. An employee(s) shall suffer no loss of pay, benefits or seniority as the result of a temporary transfer. Where such temporary transfers will be to a higher paying classification, the employee will receive the pay of the higher paying classification.

An employee temporarily transferred by this Section shall be notified in writing at least one (1) week in advance of the transfer. Prior to the implementation of the 1000 hour assignment, a full list of positions to which transferred employees may be assigned shall be posted in the appropriate district and a copy of such shall be given to the Chief Steward, if requested.

Employees shall volunteer for the positions by state seniority after being notified of their transfer. An employee must possess the minimum qualifications for the position for which he/she is volunteering.

If positions are added to the position list after its initial posting and after some employees have already been transferred, those previously transferred shall have first opportunity to volunteer for those positions.

The Employer may designate positions on the list as "priority" positions in that these are jobs which need to be accomplished during the time period in question. If these "priority" positions are not filled by volunteers, the Employer shall fill these positions by inverse seniority among qualified transferees. Inverse selection shall be done after transferees have had the opportunity to volunteer unless there is an operational need to expedite the work of that priority position (a date may be placed on priority positions to indicate the desired starting time).

If the work of an 1000 hour position is completed, the employee may first volunteer or be assigned to a remaining 1000 hour position on the original list until the employee is needed in his/her regular position.

Employees assigned as field employees shall have the field employee report-in location during the assignment. Employees who volunteer for a position which is farther than their normal report-in location shall not have their additional travel time counted as hours worked. Employees who are required to accept assignments which are farther than their normal report-in location shall have their additional travel time counted as hours worked.

The duties of a temporarily transferred employee(s) shall not unduly alter the regularly scheduled assignments of permanently assigned employees. Any employee who is on a temporary transfer shall not be considered for an overtime assignment until all

appropriate permanently assigned employees have been asked to work the overtime pursuant to this Agreement. This Section will be No employee temporarily transferred by this Section within a twelve (12) month period, unless mutually agreed to by the employee and the Agency Head or designee.

#### FOR PILOTS I AND II IN THE DIVISION OF AVIATION

##### Crew Scheduling

- 1) Implement a true flex schedule. Working hours would change daily (M-F) based on flight activity.
- 2) A minimum staffing level of one (1) aircraft crew (1 captain, 1 co-pilot) would report each day at 7:30 a.m. These crews will be rotated.
- 3) A minimum of one aircraft crew will be placed in a standby status each day. Payment will not be in accordance with Article 13.12 of the OCSEA/AFSCME Agreement.
  - a. Standby pilots are required to be available to perform the required preflight operation within two hours after being notified of the scheduled departure time of the flight.
  - b. Standby pilots are expected to be able to become airborne in a maximum of three (3) hours following notification.
  - c. Standby pilots must remain in contact with the flight dispatcher by telephone, pager (beeper), and/or report to duty station. All pilots shall have individual beepers to be used only while on stand-by.
  - 4) All other pilots not scheduled to fly or scheduled in accordance with #2 and 3 above are not required to be at duty station unless specifically directed to be there by his/her supervisor.
  - 5) If additional flights become available and pilots scheduled under items #2 and 3 above are already assigned flights, Management will make an attempt to contact all employees under #4 who are qualified to conduct the flight. If contact is not made, Management employees may conduct the flight.

##### Overtime

Employees will be compensated at the rate of time and one-half for any hours actually worked in excess of 80 hours within a pay period. Hours worked in accordance with #4 do not count toward

the 80 hours, unless employee is required to be at duty station by supervisor.

The above supplemental agreement supersedes all areas specifically covered in the Air Transport Policies and Procedures Manual for crew scheduling.

A pilot is eligible for a professional achievement pay supplement, equal to five percent (5%) of the employee's classification salary base rate, upon obtaining and maintaining any of the following ratings or certifications that are over and above those set forth by the Department of Administrative Services, Ohio Classification Specification for the position which the employee holds:

1. CFI (Certified Flight Instructor)
2. A.T.P. (Airline Transport Pilot)
3. Aircraft Type Rating for aircraft in service at ODOT

This supplement shall be added to the employees base salary for all hours paid but shall not be used in the calculation of overtime rate of pay. If the pilot loses this rating or certification, he/she is no longer eligible for the supplement. The pilots are required to notify management of any changes in certification or rating status. Training for such certification will not be provided by the agency.

This agency supplemental agreement supersedes any conflicting contractual language.

#### OHIO VETERANS HOME

The parties agree that immediately after the ratification process for the newly negotiated Collective Bargaining Agreement, the Home and Chapter will form a joint Labor-Management Committee consisting of no more than six persons on each side to examine and discuss alternative scheduling of Licensed Practical Nurses and Hospital Aides. A representative from the Office of Collective Bargaining will be present at the first meeting and may attend Committee meetings from time to time.

#### DEPARTMENT OF YOUTH SERVICES

A Work area openings will be posted and filled pursuant to Appendix N of this Agreement; however, all DYS work area openings will be filled in accordance with classification seniority. The pick-a-post reassigning of an entire facility will occur only

when there is a substantial change in the operation or programs at the institution.  
B. In accordance with Article 13.16, time clocks may be installed at the BYCITY complex beyond the 90-day limitation.  
C. The Employer agrees to provide the required uniform for all Youth Leaders. The maintenance and care for uniforms will be in accordance with the provisions of Article 33.

MEMORANDUM OF UNDERSTANDING ON  
SICK LEAVE BALANCE



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

RICHARD F. CELESTE, GOVERNOR

August 10, 1989

WILLIAM J. FLAHERTY, DIRECTOR

Mr. Russell Murray, Executive Director  
Ohio Civil Service Employees Association  
1680 Watermark Drive  
Columbus, OH 43215

Dear Mr. Murray:

This letter is in regard to the statewide sick leave policy found in Article 29 of the new agreement. As we discussed in our telephone conversation, the language in Section III. A. which is issued when an employee's balance reaches 16 hours and again at 0 hours, does not coincide with the new accrual program. In an accrual program employees will not be using "down" through a lump sum; rather they will be using leave "up" as it is accrued. To send a notice when an employee's balance is at 0 or when a balance of 16 hours has been accrued does not reflect the intent of the parties in agreeing to this policy. For this reason the State will apply this section so that the first notice will be issued when an employee has "used" 64 hours and reaches a new sick leave balance of 16 hours or less. The second notice will be issued when 80 hours of leave have been used, and a balance of zero hours of new sick leave has been reached. (New Sick Leave is defined as sick leave earned or accrued after November 29, 1981.)

In the period between July 1, 1989 and December 1, 1989, employees shall be subject to the notification and discussion procedure set forth in Article 29.04 III. A: 1.e. If the employee uses 64 hours of new sick leave between July 1, 1989 and December 1, 1989, and reaches a new sick leave balance of 16 hours or less. Also, during this period of time, the second notification will be issued when an employee has used 80 hours and reaches a zero balance of new sick leave.

During this same period of time, agencies will continue practices that were in effect prior to the new agreement when addressing any use of sick leave prior to the new contract; moreover, this letter in no way alters the agreement relating to pattern abuse.

Beginning December 1, 1989, an employee will receive the first notification when he/she has used 64 hours of new sick leave, and

Mr. Russell Murray  
August 10, 1989  
Page Two

reaches a balance of 16 hours or less of new sick leave. They will receive the second notification when they reach a zero balance of new sick leave.

If you are in agreement with the foregoing, please sign below and return a copy to me.

Sincerely,

*N. Eugene Brundige*  
N. Eugene Brundige  
Deputy Director

NEB/DD/sw

CONCURRENCE:

*Russell H. Murray*  
Russell Murray, Executive Director  
Ohio Civil Service Employees  
Association

*August 18, 1989*  
Date

### MEMORANDUM OF UNDERSTANDING ON SENIORITY FOR EMPLOYEES HIRED PRIOR TO JULY 1, 1989

MEMORANDUM OF UNDERSTANDING ON SENIORITY FOR EMPLOYEES HIRED PRIOR TO JULY 1, 1989

The parties agree to the following interpretations and application of the seniority language for employees hired prior to July 1, 1989. This interpretation does not apply to employees hired after that date.

1. An employee who quits to receive a promotion or transfer and was rehired within thirty (30) days has not experienced a break in service and would have earned seniority and service credits during the thirty (30) days.
2. A high school student or intern who separated service with the State and was rehired into a permanent position within thirty (30) days would have only the time contiguous to the rehire counted toward seniority and service time.
3. Part-time employees who became full-time employees will be credited with seniority in accordance with the following: the seniority will not be prorated, instead the employee will be given credit for fourteen (14) days of work for each pay period during which he/she worked one hour or more.
4. CERA employees who contributed to PERs and were hired prior to July 1, 1979 and had no break in service will have their time as CERA employees counted toward seniority and service time.
5. Intermittents, temporaries, and seasonals who were removed from the State payroll (listed as "other removal") and who worked one hour or more in a two (2) week pay period will be credited with fourteen (14) days of service for each such period if he/she becomes a permanent employee. This will be done for each two (2) week period in which the employee worked one (1) hour or more, regardless of how long ago the time was worked.
6. All employees hired prior to July 1, 1986 who were credited with time worked for city or county governments of the State will have that time counted toward service credit only and not for seniority.
7. An employee who was laid off and recalled, or re-employed prior to July 1, 1986, within one (1) year of layoff has not experienced a break in service and shall continue to earn seniority and service credits while on layoff.

FOR THE STATE OF OHIO: *Russell H. Murray*  
RUSSELL H. MURRAY  
EXECUTIVE DIRECTOR

*N. Eugene Brundige*  
N. EUGENE BRUNDIGE  
DEPUTY DIRECTOR  
OFFICE OF COLLECTIVE BARGAINING

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