

TABLE OF CONTENTS

ARTICLE	PAGE
Agreement	1
Article 1 - Purpose and Intent of the Agreement	1
Article 2 - Union Recognition	2
Article 3 - Union Rights	3
Article 4 - Union Security	6
Article 5 - Management Rights	7
Article 6 - Non-Discrimination	8
Article 7 - Grievance Procedure	8
Article 8 - Discipline	20
Article 9 - Initial Probationary Period	21
Article 10 - Vacation Allowance	21
Article 11 - Holidays	24
Article 12 - Personal Leave	26
Article 13 - Sick Leave	28
Article 14 - Bereavement	32
Article 15 - Disability Leave	32
Article 16 - Service Connected Injury and Illness	33
Article 17 - Group Health Insurance	35
Article 18 - Life Insurance	37
Article 19 - Indemnification	38
Article 20 - Ohio Employee Assistance Program (EAP) ..	39
Article 21 - Travel	40
Article 22 - Moving Expenses	43
Article 23 - Continuing Education	44
Article 24 - Hours of Work and Overtime	46
Article 25 - Temporary Working Level	53
Article 26 - Leaves of Absence	54
Article 27 - Employee Status	59
Article 28 - Seniority	60

ARTICLE	PAGE
Article 29 - Layoff and Recall	61
Article 30 - Vacancies	66
Article 31 - Professional Committees	68
Article 32 - Health and Safety Procedures	72
Article 33 - Service Delivery	78
Article 34 - Career Advancement	78
Article 35 - Weather Emergencies	78
Article 36 - Personnel Files	79
Article 37 - Uniforms	81
Article 38 - Job Audits and Appeal	81
Article 39 - Classification Changes	83
Article 40 - Quality Services Through Partnership	84
Article 41 - Sub-Contracting	87
Article 42 - General Provisions	89
Article 43 - Wages	90
Article 44 - Physicians' Pay Schedules	105
Article 45 - No Strike/No Lockout	108
Article 46 - Savings Clause	109
Article 47 - Termination of Agreement	109
Article 48 - Copies of the Agreement	109
Appendix A - Bargaining Unit Classifications	115
Appendix B - Layoff Jurisdictions	120
Appendix C - Occupational Injury Leave Guidelines	123
Agency Agreements	125
Index	147

**AGREEMENT
BETWEEN THE STATE OF OHIO AND
DISTRICT 1199,
THE HEALTH CARE AND SOCIAL SERVICE UNION,
SERVICE EMPLOYEES INTERNATIONAL UNION,
AFL-CIO**

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

ARTICLE 1 - PURPOSE AND INTENT OF THE AGREEMENT

It is the purpose of this Agreement to provide for the wages, hours and terms and conditions of employment of the employees covered by this Agreement; and to provide an orderly, prompt, peaceful and equitable procedure for the resolution of differences between employees and the Employer. Upon ratification, the provisions of this Agreement shall automatically modify or supersede: (1) conflicting rules, regulations and interpretive letters of the Department of Administrative Services pertaining to wages, hours and conditions of employment; and (2) conflicting rules, regulations, practices, policies and agreements of or within departments/agencies pertaining to terms and conditions of employment; and (3) conflicting sections of the Ohio Revised Code except those incorporated in Chapter 4117 or referred to therein. All references to the Ohio Revised Code within this Agreement are to those sections in effect at the time of the ratification of this Agreement.

This Agreement may be amended only by written agreement between the Employer and the Union. No verbal statement shall supersede any provisions of this Agreement.

Fringe benefits and other rights granted by the Ohio Revised Code which were in effect on the effective date of this Agreement and which are not specifically provided for or abridged by this Agreement, will continue in effect under conditions upon which they had previously been granted throughout the life of this Agreement unless altered by mutual consent of the Employer and the Union.

ARTICLE 2 - UNION RECOGNITION

The Employer hereby recognizes District 1199, The Health Care and Social Service Union, Service Employees International Union, AFL-CIO, as the sole and exclusive bargaining agent for the purpose of collective bargaining on all matters pertaining to wages, hours, terms and other conditions of employment for employees in the bargaining units. The bargaining units for which this recognition is accorded are defined in the Certification issued by the State Employment Relations Board on October 10, 1985 (Case No. 85-RC-04-3295) and November 22, 1985 (Case No. 85-RC-04-3713).

This Agreement includes all employees employed in the classifications and positions listed in Appendix A of this Agreement. The Employer shall notify the Union of any changes in the classification plan sixty (60) days prior to the effective date of the change or as soon as the changes become known to the Employer, whichever occurs first.

In the event of a dispute between the parties as to future inclusions or exclusions from the units resulting from the establishment of new or changed classifications or titles, either party to this Agreement may apply to the State Employment Relations Board for resolution of the dispute.

ARTICLE 3 - UNION RIGHTS

3.01 Delegates and Organizers

The right of the Union to appoint a reasonable number of delegates is recognized. The delegates appointed shall have completed their initial probationary period. Delegates are Union stewards as that term is generally used.

In addition to their regular work duties, the duties of the delegates during work time shall be limited to the investigation and presentation of bargaining unit employees' grievances and representing said employees in meetings with the agency.

Delegates/organizers may receive and discuss complaints and grievances of employees on the premises and time of the agency provided it does not interfere with the necessary operation of the facility. Delegates may use a reasonable amount of time to perform delegate duties.

Any disputes between the agency and the Union as to whether any organizer or delegate is spending an unreasonable amount of time in any work site conducting authorized union business shall be resolved by the Union and the agency appointing authority or designee. If the question cannot be resolved at this level, it shall be submitted to the Director of the Office of Collective Bargaining for resolution.

Employees having a legitimate need for the services of their delegates/organizers shall notify their supervisor. Delegates/organizers will, upon entering any work area other than their own and prior to engaging in any representative duties, report to the supervisor involved.

The Union will provide written notification to the agency of the appointment of all delegates/organizers. No appointment will be recognized until such notification is received by the agency.

When it is necessary for delegates to conduct authorized union business in a work site or shift other than their own, they shall notify the designated agency representative of that work site or shift of their presence and the nature of their business.

Delegates/organizers of the Union shall be allowed reasonable contact with employees of the bargaining unit during normal working hours. The organizer shall notify the designated agency representative before conducting union business on the agency's premises and shall adhere to the agency's reasonable policy regarding access.

During the first year of the contract, union delegates will be allowed a maximum of eight (8) hours of time off with pay at his/her straight time rate to participate in delegate training conducted by the Union. The time for the delegate training will be at a time mutually agreeable to the Union and the agency.

Employees elected to the Executive Board of the Union may be allowed time off without pay or may use their personal leave or vacation to attend necessary meetings. Such requests shall not be unreasonably denied.

The Union shall designate no more than twenty (20) bargaining unit members to serve on the negotiating team. Members of the Union negotiating team shall be paid by the Employer for the time spent in negotiations with the Employer as well as for the time spent 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 up to three (3) days of negotiations preparations.

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

3.02 Other Union Deductions

The Employer, for the term of this Agreement, shall withhold other Union deductions from the pay received monthly, quarterly, or annually from those employees who have voluntarily and individually

authorized such deduction by executing and submitting a written authorization form (payroll deduction form) in a timely manner. All funds so deducted shall be remitted to the Union regularly.

3.03 Credit Union Deductions

The Employer agrees to honor Credit Union deduction requests for members who have properly signed and executed the payroll deduction form. Such deduction shall remain in effect until the Employer is properly notified in writing by the employee of any change.

3.04 Bulletin Boards

The agency shall provide a suitable space for the use of the Union at each facility for the purpose of posting bulletins, notices and other materials affecting the employees in the bargaining units except for those situations where the agency does not lease or own office space. In institutional agencies, bulletin boards shall be glass enclosed and lockable. The appropriate Union representative shall have the key. The posting of any Union materials shall be restricted to such bulletin board space. Any material posted will be signed and dated by the appropriate Union representative prior to such posting. The Union agrees not to post any material which is profane, obscene or defamatory to the Employer, its representatives, or any individual, or which constitutes campaign material between competing employee organizations, or partisan campaign literature. The union representative shall remove any materials in violation of this section.

The unresolved posting of any material at a facility may be referred to the Union and the Office of Collective Bargaining for resolution.

3.05 Meeting Room Space

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

ARTICLE 4 - UNION SECURITY

The Employer shall deduct monthly membership dues and, if appropriate, initiation fees payable to the Union, upon receipt of a voluntary written individual authorization from any bargaining unit employee on a form provided by the Employer.

When an employee transfers from one appointing authority to another within the bargaining unit, the dues deduction card, if one has been submitted, will be transferred to the new appointing authority.

When the exclusive representative provides the Employer with a written statement indicating that a majority of the bargaining unit employees are in favor of enacting a fair share fee, all employees in the bargaining unit pursuant to Section 4117.09 (C) of the Ohio Revised Code who do not become, or do not remain, members in the Union shall, during any such period of non-membership, be required as a condition of employment to pay to the Union a fair share fee of an amount equal to the dues uniformly required of its members. The deduction of the fair share fee from the payroll checks of bargaining unit employees shall be automatic and does not require authorization by the non-member employee.

Each employee covered by this Agreement who fails voluntarily to acquire or maintain membership in the Union shall be required to pay to the Union a fair share fee as a condition of employment.

Employees covered by this Agreement who, for bona fide religious tenets or teachings of a church or religious body, are forbidden from joining a Union shall contribute an amount equal to the fair share fee to a non-religious charity pursuant to the provisions of Section 4117.09 (C) of the Ohio Revised Code. The Employer is limited to deducting only Union dues or fair share fees for the exclusive representation of the bargaining unit unless otherwise stated in this Agreement.

The Employer will terminate dues deductions for the following reasons:

- A. Bargaining unit employee signs cancellation notification on the form provided by the Union;

- B. Bargaining unit employee resigns, is discharged, or severs employment with the Employer for any other reason;
- C. Bargaining unit employee is laid off.

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken as a result of a request of the Union under the provisions of this article including fair share fees, deductions and remittances.

ARTICLE 5 - MANAGEMENT RIGHTS

Except to the extent modified by this Agreement, the Employer reserves, exclusively, all of the inherent rights and authority to manage and operate its facilities and programs. The exclusive rights and authority of management include specifically, but are not limited to, the rights expressed in Section 4117.08 (C)(1)-(9) of the Ohio Revised Code, and the determination of the location and number of facilities; the determination and management of its facilities, equipment, operations, programs and services; the determination and promulgation of the standards of quality and work performance to be maintained; the determination of the management organization, including selection, retention and promotion to positions not within the scope of this Agreement; the determination of the need and use of contractual services; and the ability to take all necessary and specific actions during emergency operational situations. Management will not discriminate against any employee in the exercise of these rights or for the purpose of invalidating any contract provision.

ARTICLE 6 - NON-DISCRIMINATION

Neither the Employer nor the Union shall unlawfully discriminate against any employee of the bargaining units on the basis of race, sex, creed, color, religion, age, national origin, political affiliation, union affiliation and activity, handicap or sexual orientation, or discriminate in the application or interpretation of the provisions of this Agreement, except those positions which are necessarily exempted by bona fide occupational qualifications due to the uniqueness of the job, and in compliance with the existing laws of the United States, the State of Ohio, or Executive Orders of the State of Ohio. In addition, the Employer shall comply with all the requirements of the federal Americans with Disabilities Act and the regulations promulgated under that Act.

The Employer and Union hereby state a mutual commitment to affirmative action, as regards job opportunities within the agencies covered by this Agreement.

ARTICLE 7 - GRIEVANCE PROCEDURE

7.01 Purpose

The State of Ohio and the Union recognize that in the interest of harmonious relations, a procedure is necessary whereby employees can be assured of prompt, impartial and fair processing of their grievance. Such procedure shall be available to all bargaining unit employees and no reprisals of any kind shall be taken against any employee initiating or participating in the grievance procedure. Since this Agreement provides for final and binding arbitration of grievances, pursuant to Section 4117.10 of the Ohio Revised Code, the State Personnel Board of Review shall have no jurisdiction to receive and determine any appeals relating to matters that are the subject of this grievance procedure.

7.02 Definitions

- A. Grievance as used in this Agreement refers to an alleged violation, misinterpretation, or misapplication of specific article(s) or section(s) of the Agreement.

- B. Disciplinary grievance refers to a grievance involving a suspension, a discharge, or a reduction in pay or position. Probationary employees shall not have access to the disciplinary grievance procedure.
- C. Day as used in this Article means a calendar day, and times shall be computed by excluding the first and including the last day, except when the last day falls on a Saturday, a Sunday, or a legal holiday, the act may be done on the next succeeding day which is not a Saturday, Sunday, or holiday.

7.03 Specific Provision

The grievant shall cite on the grievance form the specific article, section, or combination thereof that he/she alleges to have been violated and the specific resolution requested. If the grievant fails to cite provision(s) and requested resolution, the supervisor shall return the grievance form to the grievant.

7.04 Grievant

A grievance under this procedure may be brought by any bargaining unit member who believes himself/herself to be aggrieved by a specific violation of this Agreement. When a group of bargaining unit employees desires to file a grievance involving an alleged violation that affects more than one (1) employee in the same way, the grievance may be filed by the Union. A grievance so initiated shall be called a Class Grievance. Class Grievances shall be filed by the Union within fifteen (15) days of the date on which the grievant(s) knew or reasonably could have known of the event giving rise to the Class Grievance. Class Grievances shall be initiated directly at Step 2 of the grievance procedure if the entire class is under the jurisdiction of the Step 2 management representative, or at Step 3 of the grievance procedure if the class is under the jurisdiction of more than one (1) Step 2 management representative. The Union shall identify the class involved, including the names if necessary, if requested by the agency head or designee.

Union representatives, officers or bargaining unit members shall not attempt to process as grievances matters which do not constitute an alleged violation of this Agreement.

7.05 Termination of the Issue

When a decision has been accepted by the Employer and the Union at any step of this grievance procedure, or the Employer has granted the grievance, it shall be final and no further use of this grievance procedure in regard to that issue shall take place. It is understood that settlements below Step 3 are not precedent setting.

7.06 Grievance Steps

The parties intend that every effort shall be made to share all relevant and pertinent records, papers, data and names of witnesses to facilitate the resolution of grievances at the lowest possible level. The following are the implementation steps and procedures for handling a member's grievance:

Preliminary Step

A member having a complaint is encouraged to first attempt to resolve it informally with his/her immediate supervisor at the time the incident giving rise to the complaint occurs or as soon thereafter as is convenient.

At this meeting there may be a delegate present. If the member is not satisfied with the result of the informal meeting, if any, the member may pursue the formal steps which follow:

Step 1 - Immediate Supervisor or Agency Designee

A member having a grievance shall present it to the immediate supervisor or agency designee within fifteen (15) days of the date on which the grievant knew or reasonably should have had knowledge of the event.

Grievances submitted beyond the fifteen (15) day limit will not be honored. The grievance at this step shall be submitted to the immediate supervisor or designee on the grievance form. The immediate

supervisor or designee shall indicate the date and time of receipt of the form. Within seven (7) days of the receipt of the form the immediate supervisor or designee shall hold a meeting with the grievant to discuss the grievance. At such meeting, the grievant may bring with him/her the appropriate delegate. The immediate supervisor or designee shall respond to this grievance by writing the answer on the form or attaching it thereto, and by returning a copy to the grievant and delegate within seven (7) days of the meeting. The answer shall be consistent with the terms of this Agreement. Once the grievance has been submitted at Step 1 of the grievance procedure, the grievance form may not be altered except by mutual written agreement of the parties. Meetings will ordinarily be held at the work site in as far as practical.

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, a reduction in pay and/or position or a discharge shall be initiated at Step 3 of the grievance procedure within fifteen (15) days of the notification of such action. Grievances filed as a result of non-selection for promotions must be filed directly at Step 3 with the agency where the vacancy was posted.

Step 2 - Next Level Supervisor or Agency Designee

Should the grievant not be satisfied with the written answer received in Step 1, within seven (7) days after the receipt thereof, the grievant may appeal the grievance to the next level supervisor or agency designee and request that the meeting contemplated by this step be scheduled.

Upon receipt of the grievance, the next level supervisor or agency designee shall indicate the date and time of receipt on the grievance form. The next level supervisor or agency designee shall hold a meeting and respond to the grievance within fourteen (14) days of receipt of the grievance. At the hearing the grievant may be accompanied by the appropriate delegate and/or organizer. The next level supervisor or designee shall respond to the grievance by writing the answer on the grievance form or by attaching it thereto and returning a copy to the grievant and the delegate. Meetings will ordinarily be held at the work site in as far as practical. Written reprimands may be grieved directly to Step 2. The decision at Step 3 shall be final. Verbal reprimands shall not be grievable, nor shall they be placed in an employee's personnel file.

Step 3 - Agency Head or Agency Designee

Should the grievant not be satisfied with the written answer received in Step 2, within seven (7) days after the receipt thereof, the grievance shall be filed with the agency head or designee. When different work locations are involved, transmittal of grievance appeals and responses shall be by U.S. Mail. The mailing of the grievance appeal form shall constitute a timely appeal, if it is postmarked within the appeal period. Likewise, the mailing of the answer shall constitute a timely response, if it is postmarked within the answer period. Upon receipt of the grievance, the agency head or designee shall hold a meeting and render a decision within thirty (30) days after the receipt of the grievance. At the Step 3 meeting the grievance may be granted, settled or withdrawn, with such resolution being identified in the Step 3 answer. Any grievances resolved at Step 3 or at an earlier step of the grievance procedure shall not be precedent setting at other institutions or agencies unless otherwise specifically agreed to in the settlement. The grievant may be accompanied at this meeting by a delegate and/or an organizer. The inability of a delegate or organizer to be present at such meeting after reasonable attempts to schedule will permit the agency head or designee to render a decision based on documents only. By mutual agreement, the Union and agency may waive any preceding step of the grievance procedure.

Step 4 - Arbitration/Mediation/Office of Collective Bargaining

If the Agency is untimely with its response to the grievance at Step 3, absent any mutually agreed to time extension, the Union may appeal the grievance to the Office of Collective Bargaining by filing a written appeal and a legible copy of the grievance form to the Director of the Office of Collective Bargaining requesting that a Step 3 meeting be held within fifteen (15) days of the due date of such answer; or if the grievance is not resolved at Step 3 or not answered timely the Union may demand arbitration by serving written notice of its desire to do so by U.S. Mail, presented to the Director of the Office of Collective Bargaining with a copy to the agency head or designee, within fifteen (15) days after receipt of the decision at Step 3 or date such answer was due. OCB shall have sole management authority to grant, modify or deny the grievance.

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

If the Union appeals, at its option, a grievance that is a result of a failure to meet time limits by the agency, OCB shall schedule a meeting with the delegate and/or the organizer within thirty (30) days of the receipt of the grievance appeal in an attempt to resolve the grievance unless the parties mutually agree otherwise. Within twenty-five (25) days of the OCB meeting, OCB shall provide a written response which may grant, modify, or deny the remedy being sought by the Union. The response will include the rationale upon which the decision is rendered and will be forwarded to the grievant, the Union's Step 3 representative(s) who attend the meeting and the Union central office. If the Union is not satisfied with this response, the Union may appeal the grievance to arbitration, pursuant to the provisions previously set forth in this Article.

Either the Office of Collective Bargaining or the Union may advance a grievance directly from Step 3 to arbitration if that party believes that mediation would not be useful in resolving the dispute.

The parties shall mutually agree to a panel of at least two (2) persons to serve in the capacity of grievance mediators. The procedure for selecting this panel shall be the same as set forth in Section 7.07 A for the selection of arbitrators. No mediator/arbitrator shall hear a case at both mediation and arbitration. The fees and expenses of the mediator shall be shared equally by the parties.

The mediators may employ all of the techniques commonly associated with mediation, including private caucuses with the parties. The taking of oaths and the examination of witnesses shall not be permitted and no verbatim record of the proceeding shall be taken. The purpose of the mediation is to reach a mutually agreeable resolution of the dispute where possible and therefore representatives of the Agency and the Union will come to the mediation with signature authority for settlement and/or withdrawal. There will be no procedural constraints regarding the review of facts and arguments. Written material presented to the mediator will be returned to the party at the conclusion of the mediation meeting.

The comments and opinions of the mediator, and any settlement offers put forth by either party shall not be admissible in subsequent arbitration of the grievance nor be introduced in any future arbitration proceedings.

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

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

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

Employer. Each party may have no more than three (3) representatives present at the mediation of a grievance.

7.07 Arbitration

A. Arbitration Panel

Within thirty (30) days after this Agreement becomes effective, the Employer and the Union shall select a panel of seven (7) arbitrators. The panel shall be assigned cases in rotation order designated by the parties. Each arbitrator shall serve for the duration of this Agreement unless the arbitrator's services are terminated earlier by written notice from either party to the other. The arbitrator shall be notified of such termination by a joint letter from the parties. The arbitrator shall conclude his/her services by deciding any grievance(s) previously heard. A successor arbitrator shall be selected by the parties.

The method of selection and all other questions regarding this section shall be jointly agreed to by the parties.

Within sixty (60) days of the effective date of this Agreement, the parties will mutually agree on a set of rules of arbitration. Insofar as is practical the rules will be based on the Voluntary Rules of the AAA.

B. Witnesses

The agency agrees to allow a reasonable number of necessary witnesses requested by the Union time off with pay at regular rate to attend the arbitration hearing.

C. Expenses

All other fees and expenses of the arbitrator shall be shared equally by the parties, except as expressly provided in this article.

If one (1) party desires a transcript of the proceedings, the total cost for such transcription shall be paid by the party desiring the transcript. If the other party desires a copy, then the cost for the copy shall be borne by the requesting party. The parties agree that normally transcripts will not be requested.

D. Arbitration Decisions

The arbitrator shall render the decision as quickly as possible, but in any event, no later than thirty (30) days after the conclusion of the hearing unless the parties agree otherwise. (Disciplinary arbitration decisions shall be submitted on the expedited schedule listed in that section.) The arbitrator shall submit an accounting for the fees and expenses of arbitration to both parties. The arbitrator's decision shall be submitted in writing and shall set forth the findings and conclusions with respect to the issues submitted to arbitration.

E. Arbitrator Limitations

1. Only disputes involving the interpretation, application or alleged violation of a provision of this Agreement shall be subject to arbitration. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement, nor shall he/she impose on either party a limitation or obligation not specifically required by the express language of this Agreement.
2. The arbitrator shall have authority to subpoena witnesses pursuant to Section 2711.06, of the Ohio Revised Code. Upon receiving a request to issue a subpoena(s) the arbitrator shall contact the other party and hear and consider objections to the issuance of said subpoena(s). If the arbitrator sustains the objection to the issuance of the subpoena, the arbitrator shall inform the parties at least five (5) days prior to the hearing. The arbitrator shall not subpoena persons to offer repetitive testimony.
3. When the arbitrator determines that so many employees from the same facility have been subpoenaed that would impede the ability of the agency to carry out its mission or inhibit the agency's ability to conduct an efficient operation, he/she shall make alternate arrangements to hear the testimony.

F. Binding Decisions

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

G. Issues

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

7.08 Disciplinary Grievances and Arbitrations

An employee with a grievance involving a suspension, a discharge, or reduction in pay and/or position shall be subject to an expedited grievance/arbitration procedure and shall be excluded from the regular procedure outlined in Section 7.06. In this expedited procedure the grievance is filed directly at Step 3 except that probationary employees shall not have the right or ability to file disciplinary grievances under this Agreement. If the employee and/or the Union is not satisfied with the answer at Step 3, he/she or the Union may submit the disciplinary grievance to expedited arbitration by sending written notice to the Director of the Office of Collective Bargaining with a copy to the agency head or designee within ten (10) days of the receipt of the Step 3 answer.

The hearing under this expedited procedure shall be conducted by the next panel arbitrator in a special disciplinary rotation who is able to schedule a hearing within thirty (30) days. By mutual consent, the parties may waive the hearing and submit the issue on written material only.

If both parties mutually agree at the conclusion of the hearing, the arbitrator may issue a bench ruling sustaining or denying the grievance or modifying the discipline imposed or issue a short written decision within five (5) days of the close of the hearing. The written decision shall include only a statement of (1) the granting of the grievance, or (2) a denial of the grievance, or (3) a modification of the discipline imposed, and a short examination of the reasoning leading to the decision.

By mutual agreement, the parties may reduce to writing their version of what happened along with the names of any witnesses to the incident(s) giving rise to the discipline or any facts surrounding same. The parties will exchange these written statements at least fifteen (15) days prior to the arbitration hearing.

On the day of the hearing, the arbitrator shall consider the arguments of the representatives of each party, the testimony of any witnesses and the written statements, if any. Documents may be entered by either side.

Only suspensions, reduction in pay and/or position, or discharge shall be arbitrable under this Agreement.

7.09 Representation

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

7.10 Miscellaneous

A. Extensions and Mutual Agreement

The grievant or the Union representative and representatives of the Employer may mutually agree at any point in the procedure to a time extension.

Approved leave with pay shall constitute an automatic time extension to the grievant with respect to such days. In the absence of such mutual extensions the grievant or the Union may, at any step where a response is not forthcoming within the specified time limits, move the grievance along to the next step in the procedure and proceed therein as though the answer at the prior step had been given and was

unsatisfactory. Failure of the grievant to appeal a grievance to the next step of the grievance procedure within the time constraints specified in this Agreement, shall be considered an acceptance of the last answer given. In the event of an emergency situation which precludes the grievant from attending a scheduled meeting or authorizing a delegate to appear in his/her behalf, the grievant shall notify the agency as soon as possible and the meeting will be rescheduled.

Within Steps 1 and 2, if the agency fails to respond to the grievance within the specified time limits, the grievance shall proceed to the next step in the procedure as though the answer at the prior step had been given and was unsatisfactory.

B. Hearing Waiver

By mutual consent the Employer and the Union may waive a hearing and submit the issue on written materials only, or by mutual consent, may alter any of the procedures set forth in this Article.

7.11 Grievance Forms

Grievance forms mutually agreed to by the Employer and the Union may be obtained from a designated source at each facility and/or the union delegate.

7.12 Election of Remedies

An employee who elects to pursue any claim through a judicial or administrative procedure shall thereafter be precluded from filing the same or similar claim as a grievance hereunder. After an arbitration under this Agreement, this restriction does not preclude pursuing a claim to another forum.

ARTICLE 8 - DISCIPLINE

8.01 Standard

Disciplinary action may be imposed upon an employee only for just cause.

8.02 Progressive Discipline

The principles of progressive discipline shall be followed. These principles usually include:

- A. Verbal Reprimand
- B. Written Reprimand
- C. A fine in an amount not to exceed two (2) days pay for discipline related to attendance only; to be implemented only after approval from OCB
- D. Suspension
- E. Removal

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

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

8.03 Pre-Discipline

Prior to the imposition of a suspension of more than three (3) days, demotion or termination, the employee shall be afforded an opportunity to be confronted with the charges against him/her and to offer his/her side of the story. This opportunity shall be offered in accordance with the "Loudermill Decision" or any subsequent court decisions that shall impact on pre-discipline due process requirements.

ARTICLE 9 - INITIAL PROBATIONARY PERIOD

All newly hired employees shall serve a probationary period of one hundred eighty (180) days.

A probationary period for any classification may be extended if mutually agreed to by the Employer and the Union. Dismissal during an initial probationary period shall not be grievable.

ARTICLE 10 - VACATION ALLOWANCE

10.01 Rate of Accrual

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

Length of State Service	Per Pay Period	Per Year
less than 1 year	3.1 hours	80 hours (upon completion of one year service)
1 year or more	3.1 hours	80 hours
5 years or more	4.6 hours	120 hours
10 years or more	6.2 hours	160 hours
15 years or more	6.9 hours	180 hours
20 years or more	7.7 hours	200 hours
25 years or more	9.2 hours	240 hours

Part-time employees shall earn vacation on a prorated basis. Only service with state agencies, i.e., agencies whose employees are paid by the Auditor of State, will be computed for purposes of determining the rate of accrual for new employees in the bargaining unit.

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

10.02 Maximum Accrual

Vacation credit may be accumulated to a maximum that can be earned in four (4) years. Further accumulation will not continue when the maximum is reached. When an employee's vacation reaches the maximum level, and if the employee has been denied vacation during the twelve (12) months, the employee will be paid for the time denied.

Annual Rate of Vacation	Accumulation Maximum
80 hours	320 hours
120 hours	480 hours
160 hours	640 hours
180 hours	720 hours
200 hours	800 hours
240 hours	960 hours

10.03 Scheduling

Vacation leave shall be taken only at times mutually agreed to by the appointing authority and employee. The appointing authority may establish maximum numbers of employees who can be absent from any given work site at one time. State seniority shall be the determining factor in granting vacation requests when requests are submitted thirty (30) days prior to the desired date or the posting of the work schedule (where applicable posting of the schedule exists) for the date(s) requested. Requests made later, if granted, shall be granted on a first-come, first-serve basis.

Requests for vacation leave cannot not be unreasonably denied.

Vacation requests shall be responded to within ten (10) working days. However, vacation requests submitted more than thirty (30) days prior to the desired date shall be responded to within at least twenty (20) days prior to the desired date.

When an emergency exists, in the sole and exclusive opinion of the Employer, all leaves including vacations may be canceled.

10.04 Charge of Vacation Leave

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

10.05 Conversion of Vacation Leave Credit upon Separation from Service

An employee shall be entitled, upon separation for any reason, to a cash conversion of all vacation leave up to four (4) years accrual.

10.06 Transfer of Vacation Leave

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

10.07 Death of an Employee

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

ARTICLE 11 - HOLIDAYS

11.01 List of Days

Full-time employees of the bargaining units will have the following holidays:

1. New Year's Day - (first day in January)
2. Martin Luther King's Birthday - (third Monday in January)
3. Presidents' Day - (third Monday in February)
4. Memorial Day - (last Monday in May)
5. Independence Day - (Fourth of July)
6. Labor Day - (first Monday in September)
7. Columbus Day - (second Monday in October)
8. Veterans' Day - (eleventh of November)
9. Thanksgiving Day - (fourth Thursday in November)
10. Christmas Day - (twenty-fifth of December)
11. Any day declared by the Governor of the State of Ohio or the President of the United States.

A holiday falling on a Sunday will be observed on the following Monday, while a holiday falling on a Saturday will be observed on the preceding Friday. In facilities that operate on Saturday and/or Sunday, and where employees' work week is other than Monday through Friday, the holiday will be observed on the day on which it falls.

11.02 Holiday Pay

Full-time employees who are normally scheduled to work eight (8) hours in a day are automatically entitled to eight (8) hours of holiday pay at regular rate regardless of whether they work on the holiday. Employees who are scheduled to work more than eight (8) hours in a day will receive holiday pay for the hours they are normally scheduled to work. For example, in the latter case, employees who work a ten (10) hour day will receive ten (10) hours of pay for the holiday. Compensation for working on a holiday is in addition to the automatic holiday pay and shall be computed at the rates prescribed in this article.

- A. If a holiday occurs during a period of sick or vacation leave, the employee shall not be charged for sick leave or vacation for the holiday;
- B. An employee on leave of absence is in no-pay status and shall not receive payment for a holiday. A leave of absence shall neither start nor end on a holiday;
- C. An employee in no-pay status shall not receive holiday compensation;
- D. Full-time employees with work schedules other than Monday through Friday are entitled to pay or time off for any holiday observed on their day off.

11.03 Computation of Holiday Pay or Compensatory Time

An employee who is required to work a holiday or is called in may choose to receive overtime pay equivalent to one and one half (1 1/2) times the hours worked times the regular rate or receive compensatory time equivalent to one and one half (1 1/2) times the hours worked, in addition to the hours of holiday pay.

Upon separation from state service for any reason including retirement, employees will receive compensation for all holiday compensatory time earned but not used pursuant to this section.

11.04 Part-time Employees

Part-time employees will be paid holiday pay for any holiday on which they are ordinarily scheduled. They shall be paid for the number of hours for which they would have ordinarily been scheduled.

11.05 Religious Holiday Exchange

Religious holidays of one faith may be exchanged upon the request of an employee, where practical, for the Christmas holiday. When such an exchange is made, work performed on the original holiday shall be at the employee's regular rate and for the hours actually worked.

ARTICLE 12 - PERSONAL LEAVE

12.01 Eligibility for Personal Leave

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

12.02 Personal Leave Accrual

Employees shall be entitled to five (5) personal leave days of eight (8) hours apiece each year. Ten (10) hours of personal leave shall be credited to each employee at the end of the pay period which includes the first day of January, April, July and October of each year. Employees hired after the start of a calendar quarter shall be credited with personal leave on a prorated basis. Probation shall be based upon a formula of .0192 hours per hour of non-overtime paid. Part-time employees also shall accrue personal leave on the basis of that formula.

This method of accrual shall take effect with the pay period which includes January 1, 1993. Prior to that time, employees will continue to accrue personal leave pursuant to the provisions of the 1989 Agreement.

12.03 Charge of Personal Leave

Personal leave which is used by an employee shall be charged in minimum units of one-tenth (1/10) hour. Employees shall be charged personal leave only for the days and hours for which they would have otherwise been scheduled to work but shall not include scheduled overtime.

12.04 Notification and Approval of Use of Personal Leave

Employees shall be granted personal leave upon giving twenty-four (24) hours notice to the supervisor. In emergency situations, requests may be granted with a shorter notice. Requests for the use of personal leave shall not be unreasonably denied. The provisions of this Section shall not be construed to require the release of an unreasonable number of employees in the same agency at the same work area at the same time.

12.05 Prohibitions

Personal leave may not be used to extend an employee's date of resignation or date of retirement. Personal leave may not be used to extend an employee's active pay status for the purpose of accruing overtime or compensatory time.

12.06 Conversion or Carry Forward of Personal Leave Credit at Year's End

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 sixty (60) hours.

12.07 Conversion of Personal Leave Credit Upon Separation From Service

An employee who is separated from state service shall be entitled to convert to cash the unused amount of accrued personal leave. If an employee dies, the converted personal leave shall be credited to his/her estate.

12.08 Transfer of Personal Leave Credit

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

12.09 Death of an Employee

Payment of accumulated personal leave to the estate of a deceased employee shall be done in accordance with the procedure provided by Section 2113.04 of the Ohio Revised Code consistent with Section 12.07 above.

ARTICLE 13 - SICK LEAVE

13.01 Definitions

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

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

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

13.02 Leave Accrual

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

Beginning with the pay period which includes December 1, all employees shall accrue sick leave at the rate of 2.77 hours for each eighty (80) hours in active pay status, excluding overtime hours, to a maximum of seventy-two (72) hours per year.

Part-time employees shall receive 2.77 hours of sick leave for each eighty (80) hours of completed service.

13.03 Charge of Sick Leave

Sick leave used shall be charged in minimum units of one-tenth (1/10) hour. Employees shall be charged sick leave only for the days and hours for which they would have otherwise been regularly scheduled to work. Sick leave shall not exceed the amount of time an employee would have been scheduled to work in any pay period.

13.04 Compensation for Charged Sick Leave

Compensation for charged sick leave accumulated and credited shall be at a rate of one hundred percent (100%) of the employee's regular rate of pay.

13.05 Notification for Use of Sick Leave and Notification for Extended Sick Leave

A. Notification

An employee who is unable to report for work, and who is not on a previously approved day of vacation, sick leave, personal leave or leave of absence, shall give reasonable notice to the supervisor. For those employees in non-relief positions, the notification must be made within one-half (1/2) hour after the time the employee is scheduled to work. For those employees who are in relief positions, the current local practice will remain in effect, unless the cause for the leave prevents such notification.

B. Notification for extended sick leave

In the case of a condition exceeding seven (7) consecutive calendar days, a physician's statement specifying the employee's inability to report to work and the probable date of recovery is required.

13.06 Sick Leave Uses, Evidence of Use, and Abuse

A. The appointing authority shall approve sick leave usage by employees for the following reasons:

1. Illness, injury, or pregnancy-related condition of the employee;
2. Exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of other employees;
3. Examination of the employee, including medical, psychological, dental, optical, auditory, or speech/language;
4. Death of a member of the employee's immediate family. Such usage shall be limited to a reasonably necessary time, not to exceed five (5) days;
5. Illness, injury, or pregnancy-related condition of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member;
6. Examination, including medical, psychological, dental, optical, auditory, or speech/language, of a member of the employee's immediate family where the employee's presence is reasonably necessary;
7. An employee on the midnight shift may use sick leave on the night preceding an examination referred to in (3) and (6) above providing advance notice is given to the employee's supervisor.

B. Evidence of use.

Each supervisor may require an employee to furnish a satisfactory written, signed statement which may include a certification from a licensed physician, to justify the use of sick leave or other authorized leave for medical reasons. This certificate shall not be required in an arbitrary or capricious manner. Falsification of either the signed statement or a physician's certificate shall be grounds for disciplinary action.

13.07 Inadequate Sick Leave

If any disabling illness or injury continues past the time for which an employee has accumulated sick leave, the appointing authority may authorize a leave of absence without pay in accordance with **Article 26 Leave of Absence Without Pay** of this Agreement or if the employee is eligible, recommend disability leave benefits in accordance with Article 15 Disability Leave of this Agreement.

13.08 Conversion or Carry Forward of Sick Leave Credit at Year's End or upon Separation from State Service

Each year, prior to December 1, employees may convert to cash at the rate of fifty percent (50%) all or part of their sick leave balance which had been accrued within the preceding twelve (12) month period.

Employees hired after June 12, 1986, who have previous service with political subdivisions of the State may use sick leave accrued with such prior employers but shall not be permitted to convert such sick leave to cash either at year's end or upon separation from state service.

Employees that separate from state service may have any accrued sick leave hours converted to cash at the rate of fifty percent (50%) provided he/she has completed at least one (1) year of state service prior to separation. If an employee dies, the converted sick leave shall be credited to his/her estate.

An employee returning to state service, within ten (10) years of separation, after receipt of a lump sum payment for unused sick leave may buy back all or a portion of such leave from the Employer by returning the amount paid for the number of days to be restored.

13.09 Transfer of Sick Leave Credit

An employee who transfers from one state agency to another shall be credited with the unused balance of the accumulated sick leave credit.

This Article shall expire on December 31, 1994. This contract shall be reopened for the specific purpose of renegotiating a substitute article not later than November 1, 1994.

In the event the parties are unable to agree upon the substitute provisions by December 31, 1994, the matter shall be submitted to final and binding interest arbitration by Marvin J. Feldman.

ARTICLE 14 - BEREAVEMENT

Three (3) consecutive workdays of bereavement leave shall be granted to each employee upon the death of a member of his/her family. Leave for full or part time employees must begin within five (5) calendar days of the date of death of the family member or the date of the funeral.

For the purpose of this article, family shall include spouse, domestic partner (domestic partner is defined as one who stands in place of a spouse and who resides with the employee), child, grandchild, parents, grandparents, siblings, step-child, step-parent, step-siblings, great-grandparents, aunt, uncle, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, or legal guardian or other person who stands in the place of a parent.

ARTICLE 15 - DISABILITY LEAVE

15.01 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.

- A. The waiting period for disability benefits shall be fourteen (14) calendar days; and
- B. Part-time employees who have worked 1,500 or more hours within the twelve (12) calendar months preceding disability shall be entitled to disability benefits based upon the average regular weekly earnings for weeks worked over that twelve (12) month period.
- C. The maximum length of time for receiving disability benefits shall be twenty-four (24) months.

15.02 Minimum Benefit Level

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

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

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

15.03 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.

ARTICLE 16 - SERVICE CONNECTED INJURY AND ILLNESS

16.01 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 (2) pay periods after the Workers' Compensation award is granted, or shall allow the employee to choose the automatic restoration of those leave balances through assignment of benefits.

16.02 Other Leave Usage to Supplement Workers' Compensation

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

16.03 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 Correction, and the Department of Youth Services shall be entitled to a total of nine hundred sixty (960) hours of Occupational Injury Leave a year with pay at regular rate. The Office of Collective Bargaining shall issue guidelines (see Appendix C).

ARTICLE 17 - GROUP 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 identical to the program outlined in the collective bargaining Agreement between the Employer and Ohio Civil Service Employees Association (hereinafter OCSEA).

The Employer shall contribute to the State's Comprehensive Health Care Insurance Program ninety percent (90%) of the premium per month per full time employee and as provided in the Employer's Agreement with OCSEA for part-time employees.

All State employees who elect to be in the State's comprehensive plan shall remain a member of that plan pursuant to existing practice permitting change each year, except that an employee may change coverage plans upon a change in family status (as provided in proposed regulations for Internal Revenue Code of 1954, Section 125, #8, and the OCSEA Agreement. In addition, an employee may change to another health care provider during any open enrollment period in accordance with the rules of the plan then in effect.

In addition to the State's Comprehensive Health Care Insurance Program, the Employer may contract with various Health Maintenance Organizations (HMO's) to offer health insurance. All matters regarding HMO's shall be determined pursuant to the Employer's Agreement with OCSEA. 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 provided in the Employer's agreement with OCSEA.

Eligibility provisions for employees enrolling in State provided health care plans shall remain the same as those in effect in the Employer's Agreement with OCSEA. Deductibles and co-payments for all benefit programs shall be the same as those prescribed in the Employer's Agreement with OCSEA.

Prior to implementation, the Employer agrees that it will fully discuss, with the Union, any changes in the benefit structure of the State's Comprehensive Health Insurance Plan.

There shall be established a Joint Committee composed of representatives of management, and of the various labor unions representing State employees. The Committee shall meet regularly to monitor the operation of the State's health insurance plans, and to make recommendations for the improvement of the plans and cost containment procedures.

The Employer shall provide all dental and vision benefits to the extent and in the manner outlined in the Employer's Agreement with OCSEA and the Benefits Trust. The Employer shall place the employees' monthly health benefits' deductions on a pre-tax basis as permitted by Federal Law.

In the Schools for the Deaf and the Blind, employees shall have their group health insurance paid during the calendar year under the terms of this Article.

In the event an employee goes on an extended medical disability leave, or is receiving Workers Compensation benefits, the Employer-policyholder shall continue, at no cost to the employee, the coverage of group health insurance for such employee for the period of such extended leave, but not beyond two (2) years. Any employee who is receiving Workers Compensation or Disability Leave as of July 1, 1994 shall continue to be eligible to receive hospitalization coverage for a period of up to three (3) years from the date of the Disability Leave or Workers Compensation claim.

ARTICLE 18 - LIFE INSURANCE

18.01 Amount

The Employer shall provide group life insurance coverage at no cost for all employees of the bargaining units who have attained one (1) year of state service. The amount of insurance provided shall be an amount equal to the employee's annual salary, rounded up to the next higher thousand. 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%). These reductions will not reduce the actual amounts to less than \$5,000. There will be no reduction if the formula amount is \$5,000 or less.

In the Schools for the Deaf and the Blind, employees shall have their life insurance paid during the calendar year under the terms of this Article.

18.02 Conversion

In the event the employee terminates from state service, or is on an unpaid leave of absence, or reaches age seventy (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 period.

18.03 Disability Coverage

In the event a state employee goes on an extended medical disability, or is receiving workers compensation benefits, the Employer-policyholder shall continue at no cost to the employee the coverage

of the group life insurance for such employee for the period of such extended leave, but not beyond three (3) years

18.04 Double Indemnity

When an employee(s) is killed in the line of duty, his/her estate or beneficiary shall receive twice the amount of coverage as specified in Section 18.01.

18.05 Optional Life Insurance

The State shall make available optional term-life insurance to employees. The cost will be paid by the employee on a payroll deduction basis. The available coverage will be at least two (2) times the employee's salary. No evidence of insurability will be required if an adequate number of employees participate. The State will explore smoker/non-smoker rates and spousal coverage.

18.06 Benefits Trust

The benefits of this Article shall be administered by the Union Benefits Trust. Except for established payroll deductions for programs and organizations in effect on the effective date of this Agreement, along with any deductions, no additional payroll deductions for dues, fees or contributions shall be provided to any individual or organization without the prior written consent of the Union and the Employer.

ARTICLE 19 - INDEMNIFICATION

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

ARTICLE 20 - OHIO EMPLOYEE ASSISTANCE PROGRAM (EAP)

20.01 Implementation

Both the Employer and the Union agree to the continuation of the State's Employee Assistance Program through such structures as may be provided by Executive Order or Rules.

20.02 Training of Delegates

Insofar as possible all union delegates will be trained in procedures to be followed in direct referral to the various community services agencies.

20.03 Awareness of Service

The Employer agrees to cooperate fully with the Union in developing awareness of the available services under EAP.

20.04 Confidentiality of Records

Confidentiality of records shall be maintained at all times with the Ohio EAP. Information concerning an individual's participation in the program shall not enter his/her personnel file. In cases where the employee and the agency jointly enter into a voluntary agreement, in which the agency defers discipline while the employee pursues a treatment program, the employee shall waive confidentiality by signing appropriate releases of information only to the extent required to enable the Ohio EAP staff to provide the Employer with regular reports as to the employee's continued participation and success in the treatment program.

20.05 Drug Policy

The parties acknowledge that the Employer retains the right to establish a fair and reasonable drug policy. Such policy shall not be arbitrary or capricious and shall not conflict with the provisions of this contract.

ARTICLE 21 - TRAVEL

21.01 Time

Travel time as required by the agency is considered work time if the travel is between work sites or between the employee's place of residence and a work site other than the assigned work site before, during or after the regular work day. However, the time spent in traveling from an employee's place of residence to and from his/her headquarters shall not be considered work time. Overnight stay shall not be considered as travel time or hours worked. There shall be no standard travel time from place to place. Any employee who must begin work at some location other than his/her regular location shall be paid from the time he/she leaves his/her residence until the time he/she returns to his/her residence. Actual mileage shall be paid, and there shall be no standard mileage from place to place.

21.02 Personal Vehicle

If the agency requires the employee to use his/her personal vehicle the agency shall reimburse the employee with a mileage allowance of twenty-five (\$.25) cents per mile.

21.03 Duty to Report

It shall be the responsibility of the employee to report to his/her immediate supervisor any traffic violation/citation (not required if driving personal car), or accident which he/she may have been involved with or received while on state business.

21.04 Expense Allowances

Per diem reimbursement rates for full day in-state travel shall be actual cost up to the following maximum rates:

Meals	\$25.00
Lodging	\$55.00 plus tax

Full day travel is defined as departure prior to 7:00 a.m. and return after 7:00 p.m.

Reimbursement rates for partial-day, in-state travel meal expenses shall be prorated in accordance with the regulations of the Office of Budget and Management.

Any provisions of Office of Budget and Management Rule 126-01-02, Rates and Requirements for Reimbursement of Travel Expenses Within the State of Ohio, shall apply.

An employee required to travel in-state more than forty-five (45) miles from both his/her headquarters and residence one way, who has duties at a work site or vicinity work sites which require two (2) or more days to complete, may choose to stay overnight. The employee will receive reimbursement pursuant to the provisions of this section for actual expenses incurred in accordance with guidelines established by the Office of Budget and Management, or may commute and receive reimbursement for actual mileage but no more than eighty dollars (\$80) for a round trip. Employees choosing to commute shall not be eligible for meal reimbursement and shall not have travel time counted as time worked. In the event of unforeseen circumstances which dictate operational need, the Employer may require employees to stay over night.

If the agency requires an employee to stay overnight out of the state, the employee shall be reimbursed the actual lodging cost incurred within reason and actual meal expenses incurred up to twenty-five dollars (\$25.00) per day prorated in accordance with the regulations of the Office of Budget and Management.

Any expenses encumbered on behalf of a client(s) shall be reimbursed.

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

21.05 Travel Reimbursement

The Agency may require receipts or other proof of expenditures for meals and/or lodging before providing reimbursement.

The State shall make credit cards available to all employees who regularly travel. The agencies are committed to processing travel expense reports within thirty (30) days of the submission of a properly completed travel expense report, Form ADM-3148.

If an agency fails to reimburse an employee within thirty (30) days, the agency shall pay the employee interest on the amount due in accordance with the Office of Budget and Management guidelines on prompt payment, or one dollar (\$1.00), whichever is greater.

21.06 Transport of Felons

The management of the Division of Parole and Community Services recognizes that the transportation of felons for the purpose of arrest and detention, or return to prison for revocation is a significant safety issue for field officers.

The division shall maintain the centralized transportation system developed for the purpose of returning parole violators from local jails to the state prisons.

There will be occasion when it is necessary for such transportation to be provided by field officers in accordance with prescribed policies.

For this purpose the Division will provide an appropriately equipped vehicle for each district office, during the life of the Agreement, for transporting felons to local jails for detention and arrest, and for other related field activities.

21.07 Parking

An employee who is required to pay for parking while traveling on agency business shall be reimbursed. The agency shall reimburse or make available a cost-free parking space for parking at the employee's headquarters on any return from business travel.

21.08 Transportation Reimbursement

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

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

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

The reimbursement to such employee(s) is the actual cost of the rider not to exceed seventy-five dollars (\$75) per year whichever is less. This reimbursement will be paid on a yearly basis beginning with the signing of this agreement and paid again the following pay period that includes July 1, 1994 for the life of this Agreement. Employees who either resign, retire or have their employment terminated during the year and employees who start during any part of the year will have the reimbursement prorated. In the

case of employees who either retire, resign, or have their employment terminated will have that portion of the reimbursement repaid to the State, in the last paycheck.

ARTICLE 22 - MOVING EXPENSES

Moving expenses shall be paid by the agency when the employee is transferred or moved, except if such move or transfer is a result of the employee bidding on a job according to Article 30 Vacancies.

Moving expenses will not be paid by the agency when an employee is exercising his/her bumping rights under Article 29 Layoff and Recall.

ARTICLE 23 - CONTINUING EDUCATION

23.01 Purpose

The Employer and the Union recognize that certain benefits accrue both to the State and the employee through participation in continuing education activities, including attendance at professional conferences and seminars and enrollment in post-secondary educational programs, and the importance of maintaining licensure and certification, and the increased requirement for obtaining CEU's in many disciplines. The appointing authority or designee, working within the framework of budgetary constraints, will support these activities when deemed appropriate and beneficial to all concerned. If participation in such activities is voluntary, time spent in them shall not be considered time worked for overtime purposes. When an employee attends a professional conference or seminar which is approved or sponsored by the agency, the employee shall receive his/her regular daily rate of pay for each day of attendance at such conference or seminar which falls on a regularly scheduled work day.

23.02 Tuition Reimbursement, Seminars and Conferences Fund

The Employer/agencies are committed to the upgrading and maintenance of the educational and skill levels of bargaining unit members. Where possible, the agencies will continue the practice of tuition reimbursement in effect on the date of the ratification of this Agreement.

The Employer will continue the tuition reimbursement, seminar and conference fund. The fund will make available \$200,000 in fiscal years 1995, 1996 and 1997 for fees and expenses for attendance at seminars, workshops, conferences and for tuition reimbursement.

The parties shall discuss any changes in the fund at the State Professional Committee. These discussions shall include the usage of the fund to pay for necessary Continuing Education Units and Continuing Education Units leading to the renewal of certification and licensure.

Reimbursement for travel, food and lodging shall be consistent with Article 21 Travel of this Agreement.

Agencies may allocate additional funds within their agency for the purpose of providing reimbursement to their employees for approved attendance at seminars and conferences, or for tuition reimbursement. In agencies where such a fund exists agency employees must apply first for seminars, workshops and conferences and tuition reimbursement from that agency. When those funds are no longer available or do not exist, the employees may apply for reimbursement from the tuition reimbursement, seminar and conference fund established by the Employer.

The agency shall attempt to share information on seminars, workshops and conferences with interested employees, consistent with the local procedure for distribution of that type of material. However, the agency cannot be responsible for removal of notices from bulletin boards or failure of others to forward the information.

The Department of Mental Health will reimburse bargaining unit members for continuing education/seminars of benefit to both the employees and to the agency to a maximum of \$50,000 in each

fiscal year of the Agreement. Requests to attend seminars, workshops and conferences, or for tuition reimbursement shall not be unreasonably denied.

23.03 Educational Stipends

Full-time stipendiary arrangements, when an agency has funds available for this purpose, may be made for employees, at an approved educational institution. Such arrangements shall normally be made for periods of at least one (1) academic term or quarter but not more than two (2) academic years. The stipend shall not exceed regular salary plus tuition, books and related school expenses. Under a stipendiary program, the employee shall sign an agreement to work for a state agency for a period of time at least equal to the length of the stipend program. If he/she fails to perform this service, the amount of the stipend payment shall be repaid. Repayment may be waived by the appointing authority when warranted by exceptional circumstances. Use of this program shall be limited to fields of study in which the employee is working.

23.04 Time Off for Classes

An employee may be allowed time off from his/her position at regular rate for the purpose of taking job related educational courses or training, at an approved educational institution. The maximum time off under this arrangement may not exceed one fourth (1/4) of the employee's normally scheduled hours per week. Any time beyond this amount shall be without pay, unless specifically approved by the agency.

23.05 Continuing Education Units

The Employer will attempt to provide CEU credits within the agency and at the work site where practical and feasible.

23.06 Administrative Leave

Employee requests for Administrative Leave for conferences, workshops or seminars will be responded to within fourteen (14) days of proper submission of such requests. Reasonable attempts will be made to respond to such requests sooner. Exceptions may be mutually agreed to by the parties.

ARTICLE 24 - HOURS OF WORK AND OVERTIME

24.01 Work Week

The standard work week for full-time employees shall be forty (40) hours exclusive of time allotted for unpaid meal periods.

24.02 Rate of Overtime Pay

Employees shall receive compensatory time or overtime pay for authorized work performed in excess of forty (40) hours per week, except for the following classifications:

65341	Physician
65343	Physician Specialist
65351	Psychiatric Physician
65371	Psychiatrist

Compensatory time and overtime pay for physicians shall be addressed in Article 44 Physicians.

24.03 Overtime Assignment

A. In institutional settings when the agency determines that overtime is necessary, overtime shall be offered on a rotating basis, at least to the first five (5) qualified employees with the most state seniority who usually work the shift where the opportunity occurs. If no qualified employees on the shift desire to work the overtime, it will be offered on a rotating basis first to the qualified employee with the most state seniority at the work site. When there are no volunteers to work the overtime as outlined above, and where an emergency exists, reasonable overtime hours may be required by the agency. Such overtime shall be assigned, on a rotating basis, first to the qualified employee with the least state seniority at the work site.

B. In non-institutional settings, the agency reserves the right to schedule and approve overtime. In emergency situations overtime may be approved after the fact. Required overtime that can be worked by more than one (1) employee at the work site (that which is not specific to the particular employee's case load or specialized work assignment) will be offered on a rotating, state seniority basis. If no qualified employee volunteers for the work, or where an emergency exists, then the qualified employee with the least state seniority at the work site will be assigned on a rotating basis.

C. The parties recognize that in both institutional and non-institutional settings, that the Employer has the right to require mandatory overtime where necessary; however, the Employer will not abuse the utilization of mandatory overtime.

24.04 Overtime and Compensatory Time

Overtime work shall be compensated as follows:

A. Hours in an active pay status in excess of forty (40) hours in any calendar week shall be compensated at the rate of one and one-half (1 1/2) times the regular rate of pay for each hour of such time. Regular rate of pay is defined as the base rate of pay plus longevity and supplements excluding shift differential.

B. An employee may elect to take compensatory time off in lieu of cash overtime payment for hours in an active pay status more than forty (40) hours in any calendar week. Such compensatory time shall be granted on a time and one-half (1 1/2) basis.

C. The maximum accrual of compensatory time shall be two hundred forty (240) hours and compensatory time must be taken within one (1) year of its being earned.

D. When the maximum hours of compensatory time accrual is rendered, payment for overtime work shall be made in cash. Compensatory time not taken within one (1) year shall be paid in cash.

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

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

F. For the purposes of this article, active pay status is defined as the conditions under which an employee is eligible to receive pay, and includes, but is not limited to, vacation leave, sick leave and personal leave.

G. Compensatory time requests must be submitted in writing twenty-four (24) hours in advance of the anticipated time off, unless the need for time off is of an emergency nature.

24.05 Jury Duty

Employees shall receive pay at regular rate for regularly scheduled working hours when they are required to serve as a juror in a United States or Ohio court. Employees scheduled to work on afternoon shift shall not be required to report to work on days when they serve as jurors, but shall receive full jury duty pay. Employees scheduled to work on the midnight shift shall not be required to report to work on nights preceding reporting for jury duty, but shall receive full jury duty pay. Any fees received by the employee for such activity shall be remitted to the Employer.

24.06 Court Appearance

Any employee who has to appear in court or other official proceedings for the Employer for any reason shall be paid for such time at regular rate. If the court appearance is on the employee's regular day off, the employee shall receive pay or compensatory time at the rate of one and one half (1 1/2) times the regular rate of pay.

24.07 Meal Periods

Employees shall be granted an unpaid meal period of not less than thirty (30) minutes nor more than sixty (60) minutes near the midpoint of each shift, if feasible. If it is not feasible near the midpoint of the employee's shift, every attempt will be made to reschedule it at the earliest available time during that shift. If it is impossible to reschedule the meal period during the shift, the employee will be compensated according to the provisions of this Agreement. Employees who are required by the agency to remain in a duty status with no scheduled meal period shall receive compensation for time worked at their regular rate except when the employee is in an overtime status at which time the employee will be compensated at his/her overtime rate.

24.08 Breaks

A paid rest period of fifteen (15) minutes shall be granted to each employee for every four (4) hours of regularly scheduled work performed, except during an unusual situation or emergency created beyond the control of the agency. At the request of the employee, the rest period(s) shall be scheduled with the meal period unless operational needs preclude combining rest period(s) and lunch. The combination of the rest period(s) and lunch shall not exceed one (1) hour in length, and shall not be used to shorten the work day. If the rest period(s) and lunch are not combined, such rest periods shall be a time detached from the beginning and end of shifts, and although reasonably scheduled by the agency, shall be taken near the midpoint of each half-shift unless mutually agreed otherwise. Paid rest periods of ten (10) minutes each for every two (2) continuous hours of overtime worked shall be granted to employees.

24.09 Emergency Leave

Should an employee be sent home before the end of his/her shift or told not to report due to unusual circumstances beyond the control of the employee, the employee shall be paid for the full shift.

Employees in non-institutional settings and non-direct care staff in institutional settings shall be sent home with pay should the work location become seriously unsafe or unhealthful and temporary reassignment is not feasible. In institutions, should such conditions arise, management shall take action(s) necessary to remedy the unsafe or unhealthful condition(s) as promptly as possible.

An employee who normally uses a personal car in the course of his/her work shall be scheduled to work at his/her normal work headquarters, or be provided a state car, should his/her personal car be temporarily inoperable or being repaired. Should an employee's personal or state car become inoperable during the course of his/her work, he/she shall be required to contact his/her immediate supervisor and shall be instructed to return to his/her work headquarters or report to an alternate work location; be provided a state car; or be paid for the hours scheduled to work that day excluding overtime.

When leaving work for a personal emergency or appointment, an employee shall be charged leave in increments of one-tenth (1/10) hour.

24.10 Required Meeting Attendance

Employees required or authorized by their supervisors to attend meetings on off-duty hours will be compensated within the terms of this Agreement.

24.11 Flexible Work Schedules

The present practice of flex time shall be continued. Extending the use of flexible work schedules shall be a subject for discussion in the Agency Professional Committees. Flexible work schedules can include adjusting the starting and quitting times of the work days and/or the number of hours worked per day and the number of days worked per week.

The Employer agrees to consider flexible work schedules for particular employees or classifications. The Employer agrees to consider such options as four (4) ten (10) hour days, twelve (12) hour shifts, and/or other creative scheduling patterns that may assist in the recruitment and/or retention of

nurses and other employees. Subject to the Employer's right to schedule employees to satisfy its operational needs, such a schedule will be implemented upon the request of the Union and affected employees.

Should recruitment difficulties become more severe in certain classifications, the Employer may explore and implement various arrangements to assist in recruiting such as shift differential, pay supplements, and variable weekend work plans.

In order to be able to implement some flexible work schedules, the Employer may allow a full-time employee(s) to work less than forty (40) hours in a week and more than forty (40) hours in the other week within the same pay period. An employee(s) permitted to shift his/her work hours shall be eligible for overtime pay or compensatory time only after eighty (80) hours in an active pay status in a pay period.

24.12 Place of Work

Those employees who presently have their homes designated as their work headquarters may continue to do so, and shall report to their field headquarters as directed by their supervisor. Requests from employees to work from their homes will be considered by the agency.

24.13 Posting of Work Schedules

Where appropriate in institutional settings, a four-week schedule shall be posted two (2) weeks in advance. An employee shall not be required to change his/her posted schedule to avoid the payment of overtime to such employee.

Employees may voluntarily switch work days with other employees with the prior approval of the supervisor.

In non-institutional settings where the work schedule is fixed, the agency shall not change an employee's schedule to avoid the payment of overtime.

24.14 Weekends

The present practice of weekend-off scheduling shall be continued. Any changes shall be discussed in the Agency Professional Committees.

24.15 Shifts

In the Department of Rehabilitation and Correction, the agency may schedule nursing personnel on a rotational shift basis for a temporary period during the opening of new facilities. The agency shall not schedule any employee to rotate more than two (2) different shifts in any four (4) week scheduling period. Exceptions may be mutually agreed to by the parties.

In the other agencies, shifts shall not be rotated unless mutually agreed to by the parties.

24.16 Job Sharing

The Employer and the Union recognize the value of job sharing in some situations. The parties agree to discuss in the professional committees the development of job sharing options in these agencies where such arrangements are feasible.

24.17 Shift and Assignment Openings

Shift and assignment openings shall be filled by the qualified employee within the classification at the worksite having the greatest state seniority who desires the opening.

24.18 Pulling or Movement of Personnel

An employee may be pulled or moved to meet operational needs. The agency shall designate the work area most able to provide the coverage. The qualified employee in the designated class having the greatest state seniority who desires to be pulled or moved shall be. If no employee volunteers to be pulled or moved, the qualified employee in the designated class with the least state seniority shall be pulled or moved first from the work area most able to provide the coverage as determined by management.

ARTICLE 25 - TEMPORARY WORKING LEVEL

The agency may temporarily assign an employee to duties of a position with a higher pay range. If the temporary assignment is for a continuous period in excess of four (4) days, the affected employee shall receive a pay adjustment which increases the employee's step rate of pay to the greater of: (a) classification salary base of the higher level position, or (b) a rate of pay at least five percent (5%) above his/her current step rate of compensation. The employee shall receive the pay adjustment for the duration of the temporary assignment.

The agency may place an employee in a temporary assignment more than once in any one (1) year period with prior approval of the Employer.

The agency shall not extend a temporary assignment beyond a ten (10) week period unless the Employer has given prior approval and the temporary assignment is being utilized to fill a position which is vacant as a result of an approved leave. The temporary assignment in such instance may be extended for the entire period of the vacancy which was the result of an approved leave.

Employees who are receiving temporary working level pay adjustments for positions excluded from these bargaining units shall be considered employees of the bargaining unit; however, they shall not answer grievances nor serve as delegates while temporarily working as supervisors.

ARTICLE 26 - LEAVES OF ABSENCE

Unpaid Leaves

26.01 Personal and Educational Leave

A leave of absence may be granted upon written request for a period of up to six (6) months for personal reasons. Such reasons include, but are not limited to, non-disability maternity, paternity and child-rearing leave and adoption leave. Such leaves may be extended upon written request for a period of up to six (6) months.

A leave of absence may be granted upon written request by an employee for the purpose of entering an educational program leading to a degree or certification. The leave may be granted for a period of up to two (2) years and may be extended upon request for an additional period of up to two (2) years.

Such leaves of absence shall not be unreasonably requested by employees, nor shall they be unreasonably denied by the agency.

26.02 Union Leave

Employees appointed or elected to Union positions or office shall be granted a leave of absence for a period not to exceed three (3) years for elected Union offices or two (2) years for appointed Union positions. Any employee presently on Union leave may remain on such leave for a period not to exceed three (3) years from the effective date of this Agreement. Employees may not stack leaves for elected Union offices with leaves for appointed positions. Upon the expiration of the above stated leave periods, the employee shall be terminated, and has no further rights to the State position.

26.03 Workers' Compensation Leave

When an employee is off work due to a compensable on-the-job injury, he/she shall be on leave of absence for the length of time he/she receives Workers' Compensation not to exceed three (3) years. At the end of the three (3) year period the employment relationship will automatically sever.

26.03 - IN NEXT NEGOTIATIONS MORE DETAIL IS NEEDED FOR WORKERS COMP 3 YEARS.

26.04 Requesting Leave of Absence Without Pay

An employee must request in writing all leaves of absence without pay. The request shall state reasons for taking leave of absence and the dates for which the leave is being requested.

If it is found that a leave is not actually being used for the purpose for which it was granted, the appointing authority shall cancel the leave and direct the employee to report for work.

26.05 Return to Service

When an employee returns from a leave of absence within two (2) years, the employee is to be returned to the same position including work site, assignment and shift held prior to the leave. The agency has the right to fill the position with an interim employee when the agency feels it necessary. When an employee returns from a leave of absence of longer than two (2) years, the employee is to be returned to the classification formerly occupied, or to a similar classification if the employee's former classification no longer exists. If the employee's former work site, assignment or shift no longer exists, every effort will be made to place the employee on a similar assignment and shift.

An employee who fails to return to duty or make arrangements to do so which are acceptable to the agency within three (3) working days of the completion of a valid cancellation of a leave of absence may be removed from service. An employee who fails to return to service from a leave of absence without pay and is subsequently removed from the service is deemed to have a termination date corresponding to the starting date of the leave of absence without pay.

26.06 Seniority While On Leave

Seniority shall accrue while on leave of absence.

26.07 Benefits While On Leave

Employees granted a leave of absence without pay for a period longer than thirty (30) days and who desire to continue their health and life insurance coverage, must pay the total premium (employee and Employer share). The State will continue to pay for dental and vision coverage as long as the employee continues paying the total health insurance premium. Employees on Family Medical Leave under the "FMLA" shall receive health insurance in accordance with the Act.

26.08 Return from Extended Medical Leave

When an employee who has exhausted the two (2) year period of disability leave and was unable to return at that time, becomes physically able to return to work, he/she shall be returned to work in his/her classification into any opening which occurs within three (3) years of the expiration of the disability leave.

The employee requesting to return from an extended medical leave shall be eligible for reinstatement upon the submission of appropriate medical documentation which must show that the employee has recovered sufficiently to be able to perform the essential function of the position to which reinstatement is sought or may accept a reasonable accommodation under the American with Disabilities Act to another position for which he/she is able to perform the essential functions of the position, if such a position is available. Such a placement supersedes all other sections of this Collective Bargaining Agreement.

26.09 Military Leave of Absence

The provisions of State and Federal Law shall prevail for all aspects of military leave, including request for and return from such leave.

26.10 - Application of the Family Medical Leave Act

Leaves granted under the Family and Medical Leave Act shall be applied within the leaves provided under this Article. For any leave which is required under the FMLA, the employee may be required to exhaust all applicable paid leave under the provisions previously specified in this Article. There shall be no pyramiding of FMLA required leaves during any applicable twelve (12) month period, provided under the FMLA. Eligibility for leaves shall be as provided under this Article.

Paid Leaves

26.11 - Paid Adoption and Childbirth Leave

A. Eligibility. All employees who work thirty (30) or more hours per week are eligible for paid Adoption/Childbirth Leave upon the birth or adoption of a child. No minimum service time is necessary to establish eligibility for this leave. Eligibility for leave is established on the day of the birth of a child or the day upon which a child is placed for adoption in the prospective adoptive home.

B. Waiting Period. To qualify for paid Adoption/Childbirth leave under this Section, an employee must complete a fourteen (14) day waiting period, which commences on the date eligibility is established. An employee may take unpaid leave or any form of paid leave or compensatory time for which he/she is qualified during the fourteen (14) day waiting period. The fourteen (14) day waiting period under this Section shall satisfy the waiting period under Section 15.01 for employees who qualify for additional leave due to disability.

C. Leave Benefit. Leave under this Section shall be limited to six (6) weeks, the first two (2) of which shall be the unpaid waiting period, and the remaining four (4) weeks shall be paid at seventy per cent (70%) of the employee's regular rate of pay. An employee may utilize any other form of paid leave or compensatory time to supplement adoption/child birth leave, up to a maximum of one hundred percent (100%) of the employee's regular earnings. Adoption/Childbirth Leave shall not affect an employee's right to leave under provisions of this Agreement, except that such leave shall be included in any leave time provided under Section 26.01 and under Section 26.10.

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

E. Coordination with Disability Leave. Employees who are receiving disability leave prior to becoming eligible for Adoption/Childbirth leave shall continue to receive disability leave for the duration of the disabling condition or as otherwise provided under the disability leave program. In the event that the employee's disability leave benefits terminate prior to the expiration of any benefits the employee would have been entitled to under Adoption/Childbirth Leave, the employee will receive Adoption/Childbirth Leave for such additional time without being required to serve an additional waiting period.

ARTICLE 27 - EMPLOYEE STATUS

Full-Time

A full-time employee is an employee who regularly works forty (40) hours per week and 2080 hours per calendar year.

27.02 Part-Time

A part-time employee is an employee who regularly works less than forty (40) hours per week. The agency shall not use part-time employees to avoid full-time benefits.

27.03 Intermittent

An intermittent employee is an employee who works on an irregular schedule which is determined by the fluctuating demands of the work, is not predictable and is generally characterized as requiring eight hundred (800) hours or less in a fiscal year.

Intermittents working more than eight hundred (800) hours in a fiscal year shall be converted to part-time permanent status and shall be covered by the terms and conditions of the collective bargaining agreement. The agency agrees not to abuse the designation of intermittent status and not to use intermittent employees for the purpose of avoiding filling permanent positions.

27.04 Interim

An interim employee is an employee who is hired to fill a vacancy created by an authorized leave of absence or disability leave. When the employee returns from the leave of absence or disability leave, the interim employee shall be terminated with no right to grieve the termination. Where possible, reassignment will be made from current employees by moving the most senior qualified employee at the work site to the higher position on a temporary working level and then hiring the interim in the lower position.

Interim employees, who are employed in a single position for not less than six (6) consecutive months, shall have job bidding rights during and for a period of up to six (6) months after their employment. Interim employees shall be covered by all the terms and conditions of this Agreement, except as modified specifically in the definition. If an interim employee is full-time, he/she shall receive all benefits of a full-time employee and if part-time, all benefits of a part-time employee.

27.05 Temporary

A temporary employee is one who is hired for a limited period of time not to exceed thirty (30) days.

27.06 Classified, Unclassified and Provisional

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

ARTICLE 28 - SENIORITY

28.01 Seniority Definition

A. State Seniority

The total length of continuous service in a position or succession of positions within the employ of the State dating back to the first date of hire.

However, service in an exempt position(s) shall not be credited as State Seniority.

B. Continuous service shall commence on the original date of hire. Continuous service shall be interrupted only by the following:

1. Separation because of resignation;
2. Discharge;
3. Failure to return from leave of absence;
4. Failure to respond to recall from layoff.

28.02 Seniority Lists

The Employer shall prepare and maintain seniority lists of all employees and shall furnish said lists semi-annually to the Union.

The Employer shall make seniority lists available semi-annually in institutions and regional offices (area for Rehabilitation Services Commission, district for Department of Human Services and Department of Health).

28.03 Identical Hire Dates

When two (2) or more employees have the same state hire date, seniority shall be based on the last four (4) digits of the employee's social security number. The lowest number shall be considered the most senior.

28.04 Part-Time Seniority

The seniority of the part-time employees shall be prorated based on 2080 hours.

28.05

The seniority of employees who are employed on or before June 12, 1986 shall be based on the previous guidelines used in determining State service. These guidelines shall include the crediting of previous time after a break in service, if the employee was reinstated within one (1) year of the break in service. Employees hired after June 12, 1986 shall have seniority based on Sections 28.01 through 28.04.

ARTICLE 29 - LAYOFF AND RECALL

29.01 Notice

When the agency determines that a layoff is necessary, the agency shall notify the Union and inform them of the classification(s), the number of employee(s) and the work site(s) affected. When the layoff involves a work site with more than one (1) employee in a classification series, the layoff shall be within the entire classification series. In the event the duties of a higher classification in the class series are no longer needed, employees in the higher classification may be laid off.

The agency will schedule a meeting with the Union to explain their reason for such action. The Union's comments and ideas given to avoid the layoff will be seriously considered before making a final decision.

If after this meeting the agency deems that the action is still necessary, the following procedure shall be adhered to.

Every effort will be made to place employees in comparable employment in the public or private sector. The agency shall notify all affected employees of the impending layoff at least forty-five (45) days prior to the effective date of any layoff, if the reason is for lack of funds, and ninety (90) days prior notice shall be given to affected employees for any other reason.

29.02 Layoff Procedures

A. In the event of a layoff within a higher classification(s) within a classification series, as a result of the elimination of duties:

1. There shall be the opportunity for any employee in the affected classification series at the work site(s) to volunteer for layoff.
2. Employees with the least state seniority within the classification(s) at the work site(s) affected shall be laid off first.

Those individuals in the classification(s) affected who have special qualifications or duties may be exempt from the layoff, and will not be displaced by individuals without those qualifications or the ability to perform those duties. A laid off employee shall have the right to displace a less senior employee in the same classification at another work site within the agency bumping jurisdiction, or the employee shall have the right to displace a less senior employee at their own worksite within their own classification series. No promotions shall result from this action.

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

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

Those individuals in the classification series affected who have special qualifications or duties may be exempt from the layoff, and will not be displaced by individuals without those qualifications or the ability to perform those duties. A laid off employee shall have the right to displace an employee of another work site within the classification series within the agency bumping jurisdiction who has less seniority. The employee who exercises his/her bumping privilege shall enter the pay range of the classification at the rate closest to his/her current rate of pay.

C. The bumping procedure will be as follows:

1. When an employee is given notice of layoff in accordance with Section 29.01 above, that employee and all other employees within the similar classification series within the agency bumping jurisdiction shall be given a list showing the name, work site and location, and state seniority of all agency employees within their agency bumping jurisdiction in the similar classification series within five (5) days.

2. Within five (5) days of receipt of the list above, the laid off employee may give notice to bump, in accordance with 29.01 A or B above. If the employee fails to notify his/her supervisor within that five (5) day period that he/she wishes to exercise his/her bumping rights, he/she shall have no further bumping rights.

3. An employee who has been bumped in accordance with the above, shall have the right, within five (5) days, to bump a less senior employee. Should the employee fail to exercise his/her bumping rights within this five (5) day period, he/she shall have no further bumping rights.

4. This procedure will continue until the employee bumped either chooses not to exercise bumping rights or has no one to bump.

5. In the event that the bumping process outlined above has not been completed, i.e. an employee bumped has chosen not to bump or an employee bumped has no one less senior to bump, after sixty (60) days (or thirty (30) days if the reason for layoff is lack of funds) the following procedure will apply:

a. All employees with less seniority within the agency bumping jurisdiction within the affected similar classification series will be given a bumping selection form that identifies potential options. Such employee will select options available to them and will list them in the order of their priority. Employees will be given five (5) days to complete and return the forms. Copies of the forms will be sent by the Employer to the Union.

b. The agency will take the top option selected by each employee in declining seniority to determine the bumping placement of that employee. This process will be completed within five (5) days. All employees will then be notified of their placement following this bumping procedure.

6. The entire bumping process outlined above shall be completed within the ninety (90) day period (forty-five (45) day period if the reason for layoff is lack of funds) notice period referred to in steps outlined in 29.01 above. No employee will change jobs during the steps outlined in 1-5 above. At the conclusion of this process and at the conclusion of the ninety (90) day period (forty five day period if layoff is for lack of funds) required in 29.01, any employees required to change jobs as a result of the bumping process will change jobs.

The jurisdictions for purposes of layoff are outlined in Appendix B.

The Employer shall establish a list of similar classification series which employees may use for displacement purposes in the event of a layoff. The Union will be consulted before the establishment of the list and kept apprised of its progress and the results before implementation.

29.03 Recall

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

The most senior laid off employee with the most state seniority from the classification series shall be recalled first. Employees shall be recalled provided they are presently qualified to perform the work in the job classification to which they are recalled without further training or certification. No promotions shall result from recall. Employees shall have recall rights for a period of two (2) years. Notification of recall shall be by certified mail to the employee's last known address. Employees shall maintain a current

address on file with the appointing authority. Recall rights shall be within the agency and within recall jurisdictions as outlined in Appendix B. If the employee fails to notify the agency of his/her intent to report to work within seven (7) days of receipt and return to work within thirty (30) days, he/she shall forfeit recall rights.

29.04 Appeals

Grievances resulting from Layoff and Recall procedures shall be grievable directly to Step 3 of the Grievance Procedure.

29.05 No Reduction of Hours

If the work force is to be reduced, it shall be accomplished by layoff and not by any hours reduction. Only by agreement between the appropriate parties can the regular hours of employees be reduced.

ARTICLE 30 - VACANCIES

30.01 Job Vacancies

A vacancy is defined as an opening in a full-time permanent or part-time permanent position in the bargaining unit which the agency has determined is necessary to fill.

When a vacancy is created by an incumbent employee leaving the position, and that incumbent is above the entry level position in the classification series, the job shall be posted at the level in the classification series of the leaving employee, provided the duties and responsibilities remain the same. After the employees have had the opportunity to bid for lateral transfers or for promotions, the position can be reduced in the classification series.

When a vacancy will be created by an incumbent employee leaving a position, the agency may post the vacancy and interview and provisionally select a candidate anytime after receiving notice that the position will be vacated.

A job vacancy shall be posted for a minimum of seven (7) days on designated bulletin boards within the agency at the facility where the vacancy exists. Applicants will be notified within thirty (30) days after the final filing date of the status of their application.

Any employee who desires to be considered for a position(s) in another agency(s) shall submit an Ohio Civil Service Application (ADM-4268) to the appointing authority of the agency or institution where employment is sought. Such application shall specify the desired classification(s) and work site(s). These applications will be maintained on file for one (1) year from the date of receipt by the appointing authority. If a posted vacancy is not filled pursuant to steps A and B of this article, any applicant meeting qualifications for this position shall be considered pursuant to step C of this article.

The Employer shall prepare and make available a booklet detailing the classifications available in various agencies, including a listing of the appointing authorities to which applications are to be sent.

Notice of newly-created classifications shall be provided to the Union's central office thirty (30) days prior to initial posting.

30.02 Awarding the Job (Transfers and Promotions)

Applications will be considered filed timely if they are received or postmarked no later than the closing date listed on the posting. All timely filed applications shall be reviewed considering the following criteria: qualifications, experience, education, and work record, and affirmative action. Among those that are qualified the job shall be awarded to the applicant with the most state seniority unless a junior employee is significantly more qualified based on the listed criteria.

The Employer and the Union agree, through each Agency Professional Committee to review and discuss the agency's approved affirmative action plan annually prior to submission to EEO. Such plans shall include specific hiring goals where necessary.

Job vacancies shall be awarded in the following sequential manner:

- A. The job shall first be awarded to a bargaining unit applicant working at the facility where the vacancy exists in accordance with the above criteria;
- B. If no selection is made from A above, the job shall be awarded to a bargaining unit applicant working in the agency where the vacancy exists in accordance with the above criteria;
- C. If no selection is made from B above, the job shall be awarded to an applicant working in the bargaining unit in accordance with the above criteria;
- D. If no selection is made from C above, the job may be awarded by hiring a new employee.

Within non-institutional agencies and within the Adult Parole Authority, step A above shall not apply.

This Agreement supersedes Ohio Civil Service Laws and Rules regarding eligibility lists for promotions.

30.03 Probationary Period

Any employee awarded a promotion by this process will serve a probationary period of one hundred eighty (180) days. A longer probationary period may be served by the employee if mutually agreed to by the agency and the Union. The agency's decision to return an employee whose performance is unsatisfactory to the position in the classification held immediately prior to promotion shall be grievable. The appointing authority shall, upon the employee's request, return the employee to a position in the classification held immediately prior to the promotion if there is a position available within the facility or when such a position becomes available. Such request must be made during the probationary period. If an employee is returned to a position in the classification title held prior to the promotion, the employee shall receive the same salary received prior to the promotion except for changes in pay rate that may have occurred or any step increase to which the employee would have been entitled in the lower classification title.

ARTICLE 31 - PROFESSIONAL COMMITTEES

Professional Committees shall be established in accordance with this Article, for the purpose of maintaining communications to cooperatively discuss issues of mutual concern and to promote a climate of professionalism and constructive employee/employer relations. The parties are committed to attempt to resolve issues of mutual concern. Agendas for all meetings will be exchanged in advance so that both parties are prepared to discuss the issues. The parties shall have appropriate decision makers in attendance at meetings. The Agency Director or his principal Assistant/Deputy shall attend at least every other meeting at the agency level. The Director of the Office of Collective Bargaining shall attend at least every other meeting of the State Professional Committee.

31.01 State Professional Committee

There shall be a statewide Professional Committee which shall consist of representatives from agencies with more than thirty (30) bargaining unit members. The Committee may address any statewide issue it deems appropriate, including but not limited to: classification studies, client care, staffing, professional development and health and safety policies.

31.02 Agency Professional Committees

There shall be an Agency Professional Committee at each agency which has fifteen (15) or more bargaining unit members. There shall be regional professional committees within the Adult Parole Authority.

The Committees shall address any agency-wide issue they deem appropriate, including but not limited to: client care, staffing levels, health and safety issues, professional development, evaluations and inservice education.

The agency shall inform the Union thirty (30) days prior, where possible, of any additions to or changes in work rules which are applicable to employees in these bargaining units.

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

31.03 Facility Professional Committees

For each institution within the Departments of Mental Health, Mental Retardation and Developmental Disabilities, Rehabilitation and Correction and Youth Services, there shall be a Facility Professional Committee.

During the first year of the Agreement the Committee shall discuss the feasibility of extending the use of flexible work schedules within the facility and the feasibility of a job sharing program.

The Committees shall address any facility-wide issues it deems appropriate, including but not limited to: client care, health and safety issues, professional development, evaluations and inservice education.

The facility shall inform the Union thirty (30) days prior, where possible, of any additions to or changes in work rules which are applicable to employees in these bargaining units.

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

31.04 Health and Safety Committees

Health and Safety Committees with joint Union and Management participation shall be established in each non-institutional agency. Such committees shall have an equal number of Management and Union representatives. In each institutional agency whose employees are covered by this Agreement, a Health and Safety Committee shall be established at each institution or facility, which Committees shall be comprised of an equal number of Union and management representatives. Pursuant to the mutual agreement of the State and all Unions certified to represent employees in any agency or institution, the above committees may be established as multi-Union committees composed of such representatives as the State and participating Unions may mutually agree. In addition, pursuant to the mutual agreement of the State and all Unions certified to represent employees in any State agency whose employees are covered by this Agreement, a single state-wide Health and Safety Committee, composed of such representatives as the State and participating Union may mutually agree, may be established.

The committees established pursuant to the terms of this provision shall meet at mutually agreeable times, but not less frequently than once per quarter or as may be required to satisfy certification or accreditation standards. Unless extended by the mutual agreement of all members of any such committee, each meeting of the committee shall be limited to a duration of four (4) hours.

Any such committee shall consider such matters relating to health and safety of employees covered by this Agreement and may make non-binding recommendations to the state, an agency covered by this Agreement, or in institution or facility covered by this Agreement regarding such matters.

Every injury/occupational illness shall be investigated by the institution or agency in a timely matter. Such investigations shall be subject to review and comment by the appropriate Health and Safety Committee.

31.05 Procedures

The Professional Committees shall consist of an equal number of representatives from management and the Union. The committees shall determine the frequency of meetings, set the agenda, discuss issues affecting the bargaining units and determine the number of representatives to serve on the committees. As

outlined in this article, no committee may reach agreement on any matter that would alter in any way the terms of this Agreement.

Committee members shall receive time off with pay at regular rate to attend committee meetings which are held during their regularly scheduled hours of work.

31.06 Other Committees

Nothing in this article precludes the continuation of committees in existence prior to the effective date of this Agreement that is needed to meet certification/accreditation requirements, or replacing Labor-Management Committees or other joint committees in existence prior to the date of the ratification of this Agreement.

ARTICLE 32 - HEALTH AND SAFETY PROCEDURES

The Employer shall provide a safe and healthful place of employment for each employee, and comply with all local, state, and federal health and safety laws and regulations. In accordance with such laws and regulations, no retaliatory or discriminatory actions shall be taken against any employees who, in good faith, refuse to work because of dangerous or unhealthful conditions at their place of employment that are abnormal to their duties or place of employment. Further, no retaliatory or discriminatory action shall be taken against any employee(s) who report abnormally dangerous or unhealthful conditions at their place of employment to their supervisors, agency officials, or other proper authority, including their Union.

32.01 Bloodborne Disease Precautions

A. The Employer shall strictly adhere to the OSHA Standards on Bloodborne Disease Precautions and Universal Precautions Standards. All employees shall be provided annual training and any necessary protective clothing, as required to meet those Standards.

B. All bargaining unit positions shall be classified in accordance with OSHA and Center for Disease Control (CDC) Guidelines, based upon the potential exposure of persons in those positions to bloodborne pathogens.

C. All agencies, institutions, facilities, and/or work areas presently providing self-sheathing sharps shall continue to do so. All other agencies, institutions, facilities, and/or work areas that do not presently provide self-sheathing sharps available in the general marketplace for such items shall do so, when their present supplies of non-self-sheathing sharps are exhausted, but in no case later than October 1, 1992. As new types of self-sheathing sharps are developed and made available in the general marketplace, they shall be provided in all agencies, institutions, facilities, and/or work areas as soon as reasonably practical.

D. Sharp containers shall be provided at all work sites and areas when sharps are used. Such containers shall be of the type that can be used single handedly and they shall be puncture proof and impervious to liquids. Such containers shall also be of the type that are secure from accidental opening and exiting of sharps.

E. The Employer shall provide Hepatitis B vaccinations, upon request, to those employees whose duties render them potentially exposed to bloodborne pathogens, at no cost to those employees. The Employer shall also provide, at the employee's request, a test to determine whether an employee has acquired a hepatitis infection. This test also will be limited in availability to those employees whose duties render them potentially exposed to bloodborne pathogens.

32.02 Blood Donations

Employees shall be given a reasonable period of paid time off at their regular rate to donate blood.

32.03 Metal Detectors

The Employer shall maintain at least one (1) hand-held metal detector in each district office in the Adult Parole Authority and the Department of Youth Services. The Health and Safety Committees

established in Article 31 of this Agreement shall consider the issue of placing such detectors in other agencies, institutions, or work areas.

32.04 Tools and Accessories

Agencies will provide equipment and accessories required to perform the job.

32.05 Home Visits

Employees of the Adult Parole Authority and the Department of Youth Services shall not be required to make home visits alone after 6:00 p.m.

Employees of the Adult Parole Authority, the Department of Youth Services and the Rehabilitation Services Commission may request back up help in making home visits prior to 6:00 p.m. in areas which are dangerous. That back up help shall be provided or the client's appointment shall be rescheduled in the office.

32.06 State Vehicles

State vehicles will be kept properly repaired by the agency. Employees agree to promptly report any needed repairs to their supervisors. Operational communication equipment shall be provided for each state car currently used or provided in the future by the Adult Parole Authority or Department of Youth Services Regional Offices to transport clients. In the Adult Parole Authority, each Unit shall be equipped with one (1) Cellular phone.

In other agencies, portable operational communication equipment will be available for state vehicles without permanently installed radios.

32.07 Notification of Medical Conditions of Clients

The agency shall maintain a program of infectious and communicable disease control in accordance with all applicable laws concerning release of client information. The agency shall advise employees of the medical conditions of clients in the most appropriate way in order to avoid the risk of infectious and communicable disease to employees and other clients and to facilitate the proper care of the client.

32.08 Medical Testing by Non-Medical Personnel

No employee of the Division of Parole and Community Services shall be required to conduct medical tests.

Non-security staff of the Department of Rehabilitation and Corrections will not be required to collect urine samples or other medical samples for testing, unless a custodial officer is not available.

32.09 Rest Rooms

The Employer shall maintain all rest room facilities in accordance with the applicable standards of the Ohio Basic Building Code. Where facilities are leased, the Employer shall make a reasonable effort to assure that such facilities comply with the standards of the Code.

Where practical and feasible, the Employer shall provide separate rest rooms and eating areas for employees. In those institutional facilities that presently provide separate rest rooms for employees, in areas in which clients, patients, or residents have ready access, employees' rest rooms shall have door locks that require a key to open from the outside, but may be opened without a key from the inside. Supplies of any type, other than such minor additional supplies used in the rest rooms themselves (e.g., soap, paper towels, tissue, etc.), shall not be stored in open, exposed areas of the rest rooms.

32.10 Strip Search

Employees shall not be required to strip search clients of the opposite sex.

32.11 Working Alone

The institutions of the Departments of Mental Retardation and Developmental Disabilities, Mental Health, Rehabilitation and Corrections, and Youth Services recognize the potential hazard to the health and safety of employees caused by working alone in some situations.

Within one hundred and twenty (120) days after the execution of this Agreement, those agencies shall formulate a list of situations in which employees should not work alone. Such formulation shall be completed after consultation with the Union in facility and Agency Professional Committee meetings.

The Employer agrees to formulate a working alone policy after discussions in the Agency Professional Committee. The parties agree to cooperate fully in the implementation of such policies to minimize, as much as possible, any potential risk in situations where employees work alone. A periodic check on the safety of employees who work alone in potentially hazardous areas shall be made.

32.12 MH Medical Isolation

In the Department of Mental Health proper arrangements shall be made to isolate clients when medically necessary.

32.13 Video Display Terminals

Where employees are required to work for extended periods of time at video display terminals, such employees shall be allowed a non-VDT working break of 15 minutes every two (2) hours they are required to work at the video display terminal.

Employees shall be provided information regarding the safe use of the VDT's. If training is required, such training shall normally be held during regularly scheduled work hours. Employees shall be compensated at their regular rate of pay to attend such training.

When purchasing new VDT equipment, the Employer shall provide ergonomically appropriate VDT equipment where necessary for appropriate employees.

32.14 DYS Client Transport

DYS employees who are expected to transport clients may request the use of a state vehicle for the transportation of a client and will be granted the use of a state vehicle, if available.

When a state vehicle is requested, but not available, consideration will be given to a request by the employee to reschedule a planned trip until a state vehicle is available.

If a state vehicle is not available and the supervisor determines that a trip cannot be reasonably rescheduled, the employee shall be required to transport the youth.

In any case where an employee is concerned for the safety of his/her person and/or property, the employee will be provided a back-up in the person of another youth counselor and/or supervisor as determined by the supervisor.

32.15 Hostage Leave

In the Department of Rehabilitation and Correction, the Department of Youth Services, the Department of Mental Retardation, and the forensic centers and the psychiatric services to correction units 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, chosen by the Employer, to recover from stress.

32.16 Right-to-Know About Toxic Chemicals

All employees shall have access to any and all information, including material safety data sheets, concerning any and all toxic substances in the work place, in accordance with any current or future OSHA standards or regulations or other State or Federal statutory or regulatory requirements.

32.17 Institutional Office Visibility

All institutional offices which, by policy of the institution, are normally used for consultations or treatment, which do not require absolute privacy, will be equipped with a means for visual contact into the office from outside.

32.18

Weapons, holsters, and speed loaders will be issued, during the life of the contract, by the Adult Parole Authority to those Parole Officers I's and II's and Parole Services Supervisors I's who are certified in accordance with APA Procedure Bulletin 450 and who wish to carry them. The employee will be responsible for the routine cleaning of the weapon in accordance with prescribed standards, and the weapon will be subject to periodic inspection. Employees may select to carry their own personal weapons provided that they meet the specifications outlined in the procedure bulletins of the Audit Parole Authority.

ARTICLE 33 - SERVICE DELIVERY

The Employer and the Union recognize the continuing joint responsibility of the parties to ensure that client, patient and inmate services are fully and effectively delivered, that clients', patients' and inmates' safety and health are protected, and the highest standards of professional care are maintained.

ARTICLE 34 - CAREER ADVANCEMENT

The Employer and the Union recognize the problems created by the lack of career advancement opportunities and promotions through the classification series, and jointly agree to work through the Professional Committees to enhance career advancement and promotional opportunities. The parties agree that the concept of career ladders is important in recruiting and retaining professional staff, and in the delivery of services to the citizens of the State.

ARTICLE 35 - WEATHER EMERGENCIES

The Employer retains the right to declare a weather emergency and to designate as essential those employees who are required to report to work during weather emergencies. The Employer agrees to furnish the Union with a list of essential employees and to notify all employees designated essential. When a weather emergency is declared, non-essential employees will not have to report to work and shall be paid at their regular rate. Essential employees shall report, and shall be paid for all hours worked. In addition, an essential employee shall receive one (1) hour's pay or one (1) hour's compensatory time for each hour worked.

When a weather emergency has been declared pursuant to this article, the Employer may compensate essential employees who make every reasonable effort to come to work and are unable to do so. Compensation shall be at the regular rate of pay. Legitimate and adequate proof may be required by the Employer.

ARTICLE 36 - PERSONNEL FILES

36.01 Access

Each employee shall, upon written request to his/her appointing authority or designee, have the right to inspect the contents of his/her personnel file, at his/her work site or an alternate designated work site, during normal business hours, Monday through Friday (except holidays). This excludes material which may not be disclosed in accordance with Chapter 1347 of the Ohio Revised Code. However, the agency will give notice to the employee who is the subject of any information it receives which is not directly disclosable to employees under Chapter 1347.

Access to the employee's personnel file shall also be granted to the employee's designated representative upon written authorization by the employee. Any person inspecting an employee's file shall sign indicating he/she has reviewed the file.

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

36.02 Review of Documents

An employee who wishes to dispute the accuracy, relevance, timeliness, or completeness of materials contained in his/her personnel file shall have the right to submit a memorandum to the appointing authority or designee explaining the alleged inaccuracy. If the appointing authority or designee concurs with the employee's contentions, the appointing authority or designee may remove the document or attach the employee's memorandum to the document in the file and note thereon his/her concurrence with the contents of the memorandum. If the appointing authority or designee does not concur, he/she will attach the employee's memorandum to the document with a signed statement indicating that he/she does not concur.

36.03 Removal of Documents

Records of disciplinary actions and all documents related thereto shall be removed from the personnel file two (2) years after the effective date of the discipline providing there are no intervening disciplinary actions during the two (2) year period for same or similar offenses, except that written reprimands and all documents related thereto shall be removed after nine (9) months if there are no intervening disciplinary actions during the nine (9) month period for same or similar offenses. The retention period for records pertaining to suspensions for periods in excess of five (5) days may be extended by a period equal to employee leaves of fourteen (14) consecutive days or longer, except for approved periods of vacation leave.

In any case in which a written reprimand, suspension, or dismissal is disaffirmed or otherwise rendered invalid, all documents relating thereto will be removed from all agency personnel files.

36.04 Department of Administrative Services

The Department of Administrative Services shall retain only such records as is necessary for auditing purposes in order to support payroll and personnel actions.

ARTICLE 37 - UNIFORMS

Those employees required by the agency to wear uniforms shall be provided initially with five (5) full uniforms. Up to three (3) uniforms a year shall be replaced when worn out or ruined. Employees shall return uniforms to the agency upon separation.

Those employees required by the agency to wear special shoes shall be provided initially with two (2) pairs of shoes. One (1) pair of shoes per year shall be replaced when worn out or ruined.

ARTICLE 38 - JOB AUDITS AND APPEAL

A. New employees shall be provided a copy of their position description. When position descriptions are changed, employees shall be furnished a copy and shall be allowed to comment and propose changes.

B. If an employee believes that he/she has been assigned duties substantially beyond the scope of his/her current classification, and the assigned duties have been performed for more than four (4) working days, then the employee may file a grievance with the agency designee. The grievance must state specifically the different duties performed, the higher classification that contains those duties and how those duties differ substantially from the ones normally assigned to the employee.

The agency designee will review the grievance filed, conduct an investigation if necessary, and issue a written decision, within fifteen (15) calendar days. If the agency designee determines that the grievant is performing duties not contained in his/her classification, the agency designee will direct the appropriate management representative to immediately insure that the grievant stops performing those particular duties. No meeting shall be held.

If the agency designee determines that the duties outlined in the grievance are being performed by the grievant, the agency designee will issue an award of monetary relief. If the duties are determined to be those contained in a classification with a lower pay range than that of the employee's current classification, then no monetary award will be issued. If the duties are determined to be those contained in a classification with a higher pay range than that of the employee's current classification, the monetary award will be in the amount of the difference between the grievant's regular hourly rate of pay and the hourly rate of pay (at the applicable step) of the higher classification. The placement into the last step does not necessarily guarantee a four percent (4%) increase. If the higher level duties are of a permanent nature as agreed to by the Union and the Employer, the employee shall be reclassified to the higher classification. In no event shall the monetary award be retroactive prior to the date giving rise to the original grievance.

C. If the employee or the Union is not satisfied with the decision of the agency director, they may appeal the decision to the Office of Collective Bargaining. This appeal must be filed within ten (10) calendar days of the employee's receipt of the agency director's decision.

D. After receipt of such grievance, the Director of the Office of Collective Bargaining shall investigate and issue a decision within thirty (30) calendar days.

E. If it is determined that the grievant is performing duties not contained within his/her 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 B above.

F. If the Union is not satisfied with the decision of the Office of Collective Bargaining, the grievance may be appealed to arbitration, in writing, within fifteen (15) days of the Office of Collective Bargaining answer or date it was due.

The parties shall schedule a hearing officer 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 and a management representative who will present their arguments to the hearing officer. The hearing officer 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. The expenses of the hearing officer shall be borne equally by the parties. The decision of the hearing officer shall be final and binding.

ARTICLE 39 - CLASSIFICATION CHANGES

The Employer may create classifications, change the pay range of classifications, authorize advance step hiring if needed for recruitment problems or other legitimate reasons, and issue or change specifications for each classification as needed. If any pay range is changed, then the Office of Collective Bargaining will negotiate the change with the Union. The Office of Collective Bargaining shall notify the Union at least thirty (30) days in advance of such action. The Union shall respond by the end of that thirty (30) days.

At the request of the Union, but not more frequently than once each four (4) years per classification, the Department of Administrative Services shall review up to five (5) designated classifications per year for duties, responsibilities, education and/or experience, certification and/or licensure, and working condition factors to determine appropriate salary range assignment. Such reviews shall be based upon a position description questionnaire survey of a random sample of incumbents in the classification, or all incumbents in the case of classifications with fewer than fifty (50) incumbents, and shall be completed within one hundred twenty (120) days of the initial request. No employee shall be reduced in pay as a result of such review and determination and the Union shall have the right to appeal the pay range

determination directly to Step 4 of Article 7 within thirty (30) days of receipt of written notice of the Department of Administrative Services determination.

ARTICLE 40 - QUALITY SERVICES THROUGH PARTNERSHIP

40.01 - Statement of Principle

The Employer and the Union are mutually committed to continual improvement of quality state provided services through a joint partnership involving union leaders and staff and the bargaining unit members they represent, agency directors and their agency management staff at all levels of their organizations. This partnership of union and management shall be known as the Quality Services Through Partnership (QStP). The principles of this Article shall apply in all quality improvement processes utilized in agencies with 1199 bargaining unit employees. QStP will be jointly developed, implemented and monitored. It is recognized by the parties that QStP is a separate process from the normal collective bargaining and contract administration procedures. The purpose of QStP program will be to establish a quality work culture and environment which allows for a collaboration of management and bargaining unit talents through use of the quality processes and procedures to develop and deliver quality services through union and management teamwork and employee involvement and empowerment. As a result of their mutual commitment to improving quality services, the parties agree that quality outcomes and improvements resulting from QStP will not be used as the basis or rationale for layoffs.

40.02 - Scope of Activities

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

Off Limit Activities	Acceptable Activities
Salaries	Agency Quality Service or
Grievances	Agency Product
Union Contract Interpretations	Work Environment Safety
Benefits	Reductions in Paperwork
Working Conditions	Savings in Time, Effort or
Working hours	the Handling of Materials
Classification	Improvement in Process,
Discipline	Methods or Systems
	Improvement in Facilities,
	Tools or Equipment
	Elimination of Waste of
	Materials and Supplies
	Reductions in Hazards to
	People or Property

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

40.03 - Steering Committees

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

Steering Committees at each level will have the responsibility for the development of plans and activities for the implementation of principles and processes described in Section 21.01, as well as the review of plans developed by subordinate steering committees and the oversight of QStP activities within their jurisdiction. QStP issues and matters which are not resolved at the steering committee level may be referred to the next higher steering committee level for assistance and advice.

40.04 - Training

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

40.05 - Employment Security Assurances

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

ARTICLE 41 - SUB-CONTRACTING

41.01 - Contracting Out

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

Changes in State policy or methodology for delivering services may result in the discontinuation of services or programs directly operated by the State.

Every reasonable effort will be made to avoid the layoff of an employee as a consequence of the exercise by the State of its right to contract out.

41.02 Facility Closings/Service Elimination

Should it become necessary to close a facility or eliminate a service, the following guidelines will be utilized:

- A. Where individual facilities are closed or services eliminated, the provisions of Article 29 Layoff and Recall would apply;
- B. Departments will seek to absorb all affected employees or help laid off workers obtain employment in other areas of the public sector;
- C. A concerted effort will be made to relocate laid off employees within the framework of any new delivery system. Management will seek to involve the Union and any newly-created structure in a positive program for the hiring and possible retraining of any displaced employee;
- D. In cooperation with the Union, the agencies will aggressively search for any available program assistance for the purpose of job training and/or placement. The joint efforts of the Union and Management will closely examine all possible avenues for human resource assistance both in the public and private sectors.

41.03 Supervisors/Managerial Employees

The State will make every effort to reach the goal of supervisors doing supervisory work and non-supervisory work done by bargaining unit employees. The Employer and the Union will discuss any concerns about the ratio of supervisors to bargaining unit members.

41.04 Volunteers

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

41.05 Contracting-In

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

ARTICLE 42 - GENERAL PROVISIONS

42.01 Orientation and Training

The Employer will continue to provide initial orientation/training programs. Except for emergencies, employees will complete their initial orientation/training program. Changes and improvements in initial orientation/training programs will be discussed in appropriate professional committees.

During initial orientation, a union representative shall be allowed reasonable time to orient new bargaining unit employees to the Union.

42.02 Polygraph Tests

No employee shall be required by the Employer to take a polygraph test.

42.03 Compensation for Damaged Personal Property

If the clothing or other personal property normally worn by a member of the bargaining unit is damaged or destroyed as the result of actions arising out of the member's performance of work, the Employer will make reasonable compensation to the member for the property, or repair the property, or clean the property.

The Employer will make reasonable efforts to compensate the employee within thirty (30) days of the filing of the claim.

42.04 Nursing Duties

In order to provide the necessary time to perform properly the duties of their job classification, registered nurses will not routinely be asked to assume responsibilities outside their classification. Housekeeping duties, clerical duties, and other duties which can be and normally are performed by para-professional employees shall not be required of the registered nurse, other than in irregular or unusual circumstances.

ARTICLE 43 - WAGES

43.01 Definitions of Rates of Pay

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

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

Base rate is the employee's step rate plus longevity adjustments.

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

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

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

43.03 Initial Hires

Effective with the ratification of this Agreement, the eligibility date for movement to Step 2, or to the next succeeding step in the event of advanced step hiring, shall be one (1) year from the date of hire if performance has been satisfactory.

43.04 Promotions

Employees who are promoted within the unit shall be placed at a step to guarantee them at least an increase of four percent (4%).

43.05 Stand-by Pay

If the agency requires an employee to be on stand-by, the employee shall be paid twenty-five percent (25%) of his/her regular rate of pay for all hours required to be on stand-by. Stand-by status is defined as the requirement that the employee leave with the agency where he/she can be reached and stay available to report to work.

43.06 Call Back Pay

When an employee is called into work on other than his/her regularly scheduled day and shift, the employee will be paid a minimum of four (4) hours at his/her regular rate of pay, either at straight time or overtime in accordance with Article 24 Hours of Work and Overtime, if applicable providing such time does not abut the employee's regular shift.

43.07 Shift Differential

An employee who works a shift where the majority of the hours are after 3:00 p.m. or before 7:00 a.m. will be paid a shift differential of fifty cents (\$.50) an hour for all hours worked after 5:00 p.m.

Shift differential shall be paid on holidays and for overtime hours as follows:

1. Employees working on a holiday shall be entitled to a shift differential of fifty cents (\$.50) per hour for all hours worked after 5:00 p.m. when they work a shift where the majority of the hours are after 3:00 p.m. or before 7:00 a.m.
2. When an employee who regularly works a shift where shift differential is not paid, i.e., first shift, works a minimum of four (4) hours overtime between 3:00 a.m. and 7:00 a.m., that employee is entitled to shift differential for all overtime hours worked after 5:00 p.m.

Also, employees already receiving shift differential because of the shift they are assigned to, shall receive shift differential for overtime hours worked before 7:00 a.m. This provision will not supersede present practice where shift differential is paid on other hours.

43.08 Bilingual Pay Differential

Position(s) required by the agency to be bilingual shall be eligible for bilingual pay differential. The position shall require the ability to speak and/or write a language in addition to English, and this shall be reflected on the position description approved by the Department of Administrative Services. Those positions which require certification in the use of braille or proficient use of hand-sign language shall qualify for payment of the bilingual supplement. The bilingual pay supplement shall equal five percent (5%) of the class base.

43.09 Risk Supplement

A special supplement equal to five percent (5%) of the class base shall be awarded to those parole and probation officers who are authorized to carry a firearm and who encounter added risk by being required to do one or more of the following:

- A. Arrest or transportation of parolees, probationers, or furlougees;
- B. Enter a designated risk zone for the purpose of supervision or conducting of investigations.

43.10 Professional Achievement Incentive Levels (PAIL)

A. Purpose

In order to recognize the unique professional status of these bargaining units and to encourage career development, Professional Achievement Incentive Levels are established. PAIL shall become effective with the pay period that includes July 6, 1986.

B. Amount

The Professional Achievement Incentive Levels shall be expressed as three (3) levels added on the wage tables. The levels shall be computed as follows: Level 1 shall be ten percent (10%) of the class base added to the last step, Level 2 shall be fifteen percent (15%), and Level 3 shall be twenty percent (20%).

C. Eligibility

In order to obtain a professional achievement level an employee must have a total of ten (10) years of service as defined in Article 28 Seniority, for Level 1, fifteen (15) years for Level 2, and twenty (20) years for Level 3. Employees meeting the service requirements will ordinarily have served at least one (1) year in the last step of their pay range before advancing to the appropriate level. However, should an employee have the requisite service but not be in the final step, the employee shall receive the percentage in addition to his/her current rate of pay. When the employee reaches the last step then he/she will be placed at the appropriate PAI level and the percentage will be removed from the base. Employees with a PAI level who are promoted shall be placed at the level in accordance with the promotion rules in Section 43.07 of this article. In no case will an employee be placed in a level for which he/she does not meet the service requirements after the ratification of this Agreement. Effective with the pay period which includes July 15, 1991, the computation of PAIL shall be based upon state seniority instead of years of service in the bargaining unit.

D. Current Computation of Service

New employees shall attain a professional achievement level in accordance with Sections B and C of this article. Employees currently employed shall have their current state service attainment computed for eligibility for a professional achievement level. If an employee has fewer than ten (10) years of service, the employee shall continue to receive the current longevity payment as expressed in Chapter 124 of the Ohio Revised Code. Notwithstanding any other provisions of this Agreement employees who are hired or transferred into this bargaining unit on or after June 1, 1994, shall no longer be eligible for these longevity supplements. An employee who receives a PAI level shall no longer be eligible to receive a longevity supplement.

43.11 Ohio Professional Excellence Recognition Award (OPERA)

Effective with the ratification of this Agreement, excellence in the performance of duty by members of the bargaining units will be recognized by the Employer. Upon completion of the twenty-fifth (25th) year of state service, employees shall receive a one time credit of an additional forty (40) hours of vacation leave.

43.12 Child Care

A. Eligibility

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

1. Employees must have been employed full time since January 1 of the previous year to receive full reimbursement.
2. Full-time employees whose employment began after January 1 of the previous year are eligible for this program on a prorated basis.
3. 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.

4. 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
5. Had employment-related child care expenses in the previous calendar year equal to or greater than the amount of the lump sum payment;
6. Employment-related child care expenses must have been for those children who were under thirteen (13) years of age at the time the expenses were incurred.

B. Verification

No later than April 15, employees must submit a copy of their Form 1040 and a copy of their receipt(s) for child care expenses for the previous calendar year to be eligible for reimbursement.

C. Reimbursement Schedule

Maximum reimbursement shall be as follows:

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

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

D. 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:

1. It is in accordance with all applicable State and Federal Statutes, Rules and Regulations;
2. It assists in paying the expenses of caring for a dependent child or adult for whom care must be provided in order for the employee to work;
3. All permanent full-time and permanent part-time employees are eligible to participate;
4. The program has an annual open-enrollment period.

43.13 Pay Shortages

In the event an employee, through no fault of his/her own, fails to receive his/her full pay that is due him/her on a regularly scheduled payday, the employee shall be entitled to receive a special check for the amount mistakenly withheld from the employee's paycheck, under the following circumstances:

- A. The error equals no less than eight (8) hours' straight-time pay, whether the error is in regular or overtime earnings; and
- B. The employee reports the error to his/her agency's payroll office, no later than 10 a.m. on the payday the error occurs.

Under those circumstances, a special check in the amount of the error shall be issued by the Payroll Section of the Personnel Division of the Department of Administrative Services, prior to the close of business on that payday. The special check, at the employee's option, may be picked up by the employee at the Payroll Section office in Columbus, or it may be sent by U.S. Mail to the employee at his/her work place.

ARTICLE 44 - PHYSICIANS' PAY SCHEDULES

44.01 Salary Level

Salary levels are based on a forty (40) hour work week and a 2080 hour work year. Part-time physicians shall have their salary levels prorated.

Movement to the next salary level is available after two (2) years service after initial hire or two (2) years after the last movement upon demonstration of satisfactory performance measured by the performance evaluation. When an agency judges a physician's work to be outstanding, the agency may offer movement to the next salary level after one (1) year service.

Initial hires with board certification in psychiatry shall be placed at Level 2. Initial hires with Board eligibility in a psychiatric sub-specialty (children or forensic) shall be placed at Level 3. Initial hires with Board certification in a psychiatric sub-specialty (children or forensic) shall be placed at Level 4.

Initial hires who are Board eligible shall be placed at level 3, and initial hires who are Board certified shall be placed at level 4. All current employees who possess the above listed qualifications and are employed at a rate which is less than the salary level for new hires shall be raised to the appropriate salary level. Any Limited License physician or psychiatrist who obtains a full license during the course of the agreement shall be granted a salary level change to the appropriate level on the pay period following presentation of proof that they now meet the qualifications for the level advancement.

Physicians shall not be eligible for any supplements including longevity and Professional Achievement Incentive Levels.

However, physicians assigned to a patient or a client who speaks another language shall for the length of the assignment receive the bi-lingual pay differential provided in Section 43.08. Such differential shall be paid only when the Employer assigns a physician to a patient or client and treatment needs as determined by the medical director require a physician who can converse in the patient's or client's native language or by hand sign-language.

Any board certified or board eligible psychiatrist affiliated with a medical school and designated by the school and the Ohio Department of Mental Health to supervise residents shall receive a three percent (3%) supplement for the time period engaged in such supervision.

44.02 Physicians' Pay Tables

The following physicians' pay schedules shall be established upon the ratification of this Agreement:

P1 - Psychiatrists;

P2 - Physician Specialists;

P3 - Physicians and Psychiatric Physicians.

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

P1 - Psychiatrists

Annual Salary

Levels	As of 7/01/94	As of 7/01/95	As of 7/01/96
1	\$83,515	\$86,855	\$89,461
2	87,704	91,212	93,949
3	92,072	95,759	98,628
4	96,697	100,565	103,582
5	101,525	105,586	108,753
6	106,584	110,847	114,173

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

P2 - Physician Specialists

Levels	Annual Salary		
	As of 7/01/94	As of 7/01/95	As of 7/01/96
1	\$66,473	\$69,132	\$71,206
2	69,788	72,580	74,757
3	73,280	76,211	78,498
4	76,950	80,028	82,429
5	80,796	84,027	86,548
6	84,845	88,239	90,886
7	89,070	92,633	95,412
8	93,524	97,265	100,183

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

P3 - Physicians/Psychiatric Physicians

Levels	Annual Salary		
	As of 7/01/94	As of 7/01/95	As of 7/01/96
1	\$59,338	\$61,711	\$63,562
2	62,299	64,791	66,734
3	65,436	68,054	70,095
4	68,700	71,448	73,592
5	72,141	75,027	77,278
6	75,735	78,765	81,128
7	79,530	82,711	85,193
8	83,504	86,844	89,449

44.03 On Duty

Where the agency continues on duty coverage, the agency will offer on duty coverage to bargaining unit physicians. The agency will specify duties to be performed, e.g., making rounds, handling emergencies, etc.

On duty pay will be at the rate of twenty-four dollars (\$24) per hour for the term of this Agreement. In those institutions where the current compensation exceeds this rate, on duty pay will be offered at the current rate for the term of this Agreement.

On duty pay in the Department of Mental Health will be at the rate of thirty dollars (\$30) per hour for the term of this Agreement. Employees whose current on duty compensation exceeds this rate will continue to be compensated at their current rate. Effective July 1, 1994, this rate will be raised by 5% over the rate which was in effect on July 1, 1992. It is agreed that there will be no changes in this rate over the term of this Agreement.

44.04 On-Call

Where on call coverage is utilized, the Department of Mental Health shall pay bargaining unit physicians at the rate of thirteen dollars (\$13) per hour and the Department of Mental Retardation and Developmental Disabilities shall pay at the rate of twelve dollars (\$12) per hour.

ARTICLE 45 - NO STRIKE/NO LOCKOUT

There shall be no strikes during the term of this Agreement. The Union shall not authorize or sanction, and members of the Union shall not instigate, participate in or cause any such strike. The Employer agrees that there shall be no lockout.

Any employee in these units who participates in or promotes a strike as defined in Section 4117.01 (H) of the Ohio Revised Code and as determined by the State Employment Relations Board pursuant to Section 4117.23 of the Ohio Revised Code shall be subject to the penalties as outlined in Section 4117.23 of the Ohio Revised Code.

ARTICLE 46 - SAVINGS CLAUSE

Should any provision contained herein be declared invalid by operation of law or by any tribunal of competent jurisdiction, such invalidation of such part or provision shall not invalidate the remaining portions hereof, and they shall remain in full force and effect. Provided further that in the event any provision(s) is declared invalid, both parties shall meet within thirty (30) days for the purpose of renegotiating an agreement on provisions so invalidated.

ARTICLE 47 - TERMINATION OF AGREEMENT

This Agreement shall be effective on June 1, 1994 and shall terminate at 11:59 p.m. on May 31, 1997.

ARTICLE 48 - COPIES OF THE AGREEMENT

The Employer shall reproduce one (1) copy of this Agreement for each employee in the bargaining units. Additional copies shall be reproduced for employees hired during the term of the Agreement. Printing costs shall be shared equally by the Employer and the Union.

APPENDIX A - BARGAINING UNIT CLASSIFICATIONS
BARGAINING UNIT CLASSIFICATIONS

Classification Number	Title	Classification Range	Pay
Unit 11			
21562	Pharmacy Board Compliance Spec.		16
21611	Nurse Aide Program Reg Consultant		13
33111	Dietician 1		8
33121	Nutrition Technician		7
33143	Health Fac. St. R. 3		12
33172	Staff Psychologist 2		15
42420	Dietetic Technician		8
42423	Dietitian		11
42424	Dietetic Consultant		11
44231	Respiratory Therapist		9
44263	Lic. Physical Therapist		14
44271	Language Dev. Specialist		11
44311	Occupational Therapist 1		11
44312	Occupational Therapist 2		13
44511	Exercise Physiologist		12
65111	Dentist		16
65231	Disease Intervention Specialist 1		8
65232	Disease Intervention Specialist 2		9
65242	Health Educator		9
65243	Health Planning Coord		9
65244	Health Care Specialist		12
65321	Physician Assistant		10
65340	Physician Resident		12
65341	Physician		P3
65343	Physician Specialist		P2
65344	Psychiatric Assistant		P3
65351	Optometrist		12
65371	Psychiatrist		P1
65391	Podiatrist		14
65411	Pharmacist		14
65413	Pharmaceutical Consultant		15
65421	Pharmacologist		15
65441	Medical Review Nurse		12
65452	Infectious Disease Control Prac.		12
65454	Infectious Disease Control Cons.		13
65510	Interim Nurse		9
65511	Nurse 1		12
65512	Nurse 2		13
65513	Nurse 3		14
65521	Psychiatric/MR Nurse		13
65522	Psychiatric/MR Nurse Coordinator		14

65531	Nurse Educator Consultant	12
65541	Public Health Nurse Spec.	12
65551	Peer Review Nurse	13
65561	Indust Rehab Nurse	12
65581	Nurse Specialist	12
65591	Clinical Nurse Specialist	15
65711	Public Health Nutritionist	11
65721	Public Health Vision Const	12
65723	Public Health Speech Path	12
65725	Public Health Audiologist	12
65727	Public Speech, Hrg & Vision Coord	13
65741	Facilities Standards Rep 1	10
65742	Facilities Standards Rep 2	12
65751	Dental Health Educator 1	10
65752	Dental Health Educator 2	12
65753	Dental Health Educator Spec.	13
65771	Health Care Fac. Surveyor 1	11
65772	Health Care Fac. Surveyor 2	12
65773	Health Fac. Surveyor 3	13
65781	Health Care Fac. Comp. Cons. 1	12
65791	MH Standards Surveyor	12
83311	Psychology Asst. 1	11
83312	Psychology Asst. 2	13
83313	Psychologist 1	14
83314	Psychologist 2	15
86131	Clinical Health Care Surv. 1	11
86132	Clinical Health Care Surv. 2	12
86133	Clinical Health Care Surv. 3	13
86341	Dental Hygienist	9

Unit 12

22161	Corps Member Development Coordinator	10
33132	Voc. Rehab Counselor 2	10
64231	Rehab Manpower Rep	12
65571	Volunteer Coord 1	7
65572	Volunteer Coord 2	9
65611	Ind Rehab Career Counselor	10
65621	Ind Rehab Work Simulator 1	8
65622	Ind Rehab Work Simulator 2	10
69211	Assistant Chaplain	8
69212	Chaplain	12
69311	Social Worker 1	8
69312	Social Worker 2	10
69313	Social Worker 3	11
69321	Correctional Prog Spec 1	9
69322	Correctional Prog Spec 2	10
69323	Correctional Program Coord	10

69331	Social Program Analyst 1	8
69332	Social Program Analyst 2	10
69411	Social Program Spec	9
69341	Alcohol and Drug Counselor 1	8
69342	Alcohol and Drug Counselor 2	9
69343	Alcohol and Drug Counselor 3	11
69412	Social Program Coord	10
69413	Social Program Dev	11
69421	Youth Class Spec	8
69431	Case Manage Spec	8
69441	Alcohol and Drug Program Spec 1	11
69442	Alcohol and Drug Program Spec 2	12
69451	Human Services Spec 1	10
69452	Human Services Spec 2	11
69453	Human Services Spec 3	12
69461	Human Services Developer 1	11
69462	Human Services Developer 2	12
69491	Client Advocate	8
69611	Vocational Habilitation Spec 1	8
69612	Vocational Habilitation Spec 2	10
69671	Workshop Program Evaluator	10
69673	Workshop Prog Evaluator Spec	11
69691	Work Adjustment Spec	8
69721	Voc Rehab Couns 1	8
69722	Voc Rehab Couns 2	10
69723	Voc Rehab Couns 3	11
69724	Voc Rehab Couns 4	12
69731	Rehab Program Spec 1	12
69732	Rehab Program Spec 2	13
69746	Voc Rehab Couns 1 (Empl Serv)	8
69747	Voc Rehab Couns 1 (Empl Serv)	10
69748	Voc Rehab Couns 1 (Empl Serv)	11
69749	Voc Rehab Couns 1 (Empl Serv)	12
69751	Voc Rehab Couns 1 (Reh Tch)	8
69752	Voc Rehab Couns 2 (Reh Tch)	10
69753	Voc Rehab Couns 3 (Reh Tch)	11
69754	Voc Rehab Couns 4 (Reh Tch)	12
69771	Indust Rehab Case Mgt Spec	12
69773	Indust Reemployment Spec	13
69781	Indust Rehab Voc Eval 1	8
69782	Indust Rehab Voc Eval 2	10
69811	Parole Officer 1	8
69812	Parole Officer 2	9
69813	Parole Officer 3	10
69814	Parole Serv Coordinator	11
69831	Correction Class Spec	8

If a new classification is a successor title or classification number change to a classification covered by this Agreement with no substantial changes in duties, the new classification shall automatically become a part of this Agreement.

APPENDIX B - LAYOFF JURISDICTIONS

Department of Aging - Statewide

Department of Development - Statewide

Department of Health - Two (2) jurisdictions

1. Akron and Toledo
2. Columbus, Logan and Dayton, Cambridge, and Cincinnati

Department of Human Services - Two (2) jurisdictions

1. Columbus, Cincinnati District Offices, State Office Tower
2. Toledo, Cleveland, Akron

Department of Mental Health - Four (4) jurisdictions

1. Fallsview, Massillon, Woodside, CPI, Western Reserve, *Sagamore Hills
2. **Dayton, Lewis, *Mill Creek Hospital, Toledo, Toledo Mental Health Center's Forensic Units at Oakwood Corrections Facility.
3. **COPH, Portsmouth, Central Office, Southeast, Cambridge*Employees within child care facilities may displace into positions within their jurisdictions; however, employees not in child care facilities in the jurisdiction cannot displace or recall into a child care facility.

**Employees within the forensic centers located at these locations may displace into positions within their jurisdictions and within the other forensic centers.

Department of Mental Retardation/Developmental Disabilities

Five (5) jurisdictions

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

Department of Youth Services - Two (2) jurisdictions

1. North: Maumee, Mohican, Indian River, Cleveland, Toledo, Akron, Cuyahoga Hills
2. South: Columbus, Dayton, Cincinnati, Athens, Scioto Village/Riverview, Training Institute
Central Ohio, Buckeye Youth Center/Training Center for Youth

Department of Rehabilitation and Correction

A. Parole & Community Services - Five (5) jurisdictions

1. Cleveland
2. Columbus
3. Cincinnati
4. Lima
5. Akron

B. Institutions - Three (3) jurisdictions

1. North: Lima, Marion, Ohio State Reformatory, Ohio Reformatory for Women, Northeast Pre-release Center, Allen, Grafton, Lorain
2. Central: Orient, Pickaway, Southeastern Correctional Institution, London, Madison, Corrections Reception Center, Franklin County Pre-release Center

3. South: Lebanon, Chillicothe, Hocking, Southern Ohio Correctional Facility, Warren, Ross, Dayton

However, an employee may exercise a displacement right to the institution in the adjacent jurisdiction if that institution is geographically closer than any of the institutions in the jurisdiction from which the employee is being laid off.

Rehabilitation Services Commission - Eight (8) layoff jurisdictions based on eight (8) areas into which the Bureau of Vocational Rehabilitation has divided the State.

* In the event that the Rehabilitation Services Commission lays off all the employees in a lay off jurisdiction, the affected employees shall have statewide bumping rights.

Bureau of Workers' Compensation - Two (2) jurisdictions

1. Bridgeport, Columbus, Cincinnati, Dayton, Fairfield, Portsmouth, Springfield and Zanesville
2. Greater Cleveland, Youngstown, Akron, Canton, Toledo, Lima, Mansfield

All Other Agencies - Statewide jurisdictions

APPENDIX C - OCCUPATIONAL INJURY LEAVE GUIDELINES

1. An employee 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, 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 nine hundred sixty (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 Injury 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 Occupational Injury Leave shall be exempt from the accumulation of vacation leave credit and sick leave credit.

8. If an employee's injury or disability as covered by the above guidelines extends beyond nine hundred sixty (960) hours he/she shall immediately become subject to the sick leave provision of this contract.

**AGENCY AGREEMENTS AND MEMORANDA
OF UNDERSTANDING
MEMORANDUM OF UNDERSTANDING BETWEEN
THE OHIO DEPARTMENT OF ALCOHOL AND
DRUG ADDICTION SERVICES AND
DISTRICT 1199/SEIU**

The Ohio Department of Alcohol and Drug Addiction Services will provide reasonable space for 1199 to maintain a secure file cabinet to be supplied by the Union.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE OHIO DEPARTMENT OF HEALTH
AND
DISTRICT 1199/SEIU**

As a result of agency specific negotiations conducted through the course of negotiations leading to a contract between District 1199/SEIU and the State of Ohio dated July 1, 1992, the parties have agreed to the following:

1. The attached Career Ladder for the Ohio Department of Health will go into effect on June 12, 1992.

Career Ladder

Division of Health Facilities Regulation

The agency and the Union agree that a career ladder for the Survey Bureaus of DHFR will aid in the retention and recruitment of qualified professionals.

The agency and union acknowledge that each survey type has various components which require different knowledge and experience bases. This career ladder will provide incentive and opportunity for professional growth for all surveyors. The Division's goal is to encourage all surveyors to be trained and perform each survey type conducted within their bureau.

Program Description:

1. An employee shall be eligible to participate in the career ladder after completing one year of service as a Level 1 surveyor, reviewer, or nurse educator in the Division of Health Facilities Regulation.
2. Movement in each bureau's career ladder shall be governed by the survey type/tasks performed by that bureau. See Tables I, II and III.
3. If external applicants are hired they will not reduce training opportunities for current staff.
4. For each credit or fraction thereof, the surveyor shall be compensated at a 1:1 rate, i.e., each one (1) credit equals one (1) percent of the employee's base rate of pay.
5. The credits assigned to each task or survey type for each discipline are outlined for each bureau in Tables I, II and III.
6. Nurse educators and reviewers shall receive full credit according to their discipline as indicated in Tables I, II and III.
7. A maximum of two (2) credits shall be earned by any surveyor who holds an additional license or discipline, (e.g., R.N. and meets the federal definition of a QMRP or a QMRP that is also an R.S.), providing that license or discipline is utilized in performing surveys of relevant provider types.
8. An employee shall earn credits upon the successful completion of an approved cross-training program, independent performance of the survey and passing the Surveyor Minimum Qualifications Test (where applicable). Independent performance of three (3) supervised surveys may be substituted

for any provider type for which no approved training program has been developed. Decisions regarding independent performance will be appealed to the appropriate Bureau Chief using the Career Ladder Appeal form (see attachment).

9. Upon completion of one (1) year of service and passing the Surveyor Minimum Qualifications Test when available in the Bureau of Long Term Care, all Level 1 surveyors in the Bureau of Long Term Care shall move to Level 2 (Pay Range 12).
10. After one year as a Level 1 Surveyor in the Bureau of Acute and Ancillary Care, all surveyors shall move to Level 2.
11. In the Bureau of Long Term Care and the Bureau of Acute and Ancillary Care, after being independent in each survey type/task excluding LSC and having one (1) year as a Level 2 surveyor and completing cross-training in the review process, a surveyor shall be eligible to move to Level 3. It is understood that all Level 2 surveyors will rotate through a formal review training program on a seniority basis prior to the completion of 2 years of service. The number of Level 3 positions shall be established at one (1) Level 3 position for every four (4) Level 1 or Level 2 positions established within the Bureau of Long Term Care.
12. In the Bureau of Residential Care, we anticipate the addition of survey types including Pediatric Daily Care Facilities, Adult Day Care Facilities, and Continuing Care Retirement Communities to the Bureau of Residential Care and will include them on the career ladder when applicable.
13. Any "Career Ladder" adjustments to employee's pay ranges or addition of performance credits shall be compensated retroactively to the date of the surveyor's independent performance as verified by the district office supervisor and shall be effective with the first pay period of the next quarter, following receipt of verification. Appeals decided in favor of the surveyor will result in retroactive compensation.
14. Transition -- all supplements to which a surveyor is currently entitled shall remain until they are replaced by equivalent credits awarded within each bureau according to the revised Career Ladder. No surveyor can receive both supplements and credits for the same tasks/surveys. In the Bureau of Long Term Care all current 1-B's will automatically become level 2 surveyors according to the Career Ladder (see #9).

Note:

Each employee shall be responsible for completing and delivering the Career Ladder Verification Form to the supervisor for signature. After obtaining the supervisor's signature, the employee shall make all necessary copies of the form and send the original form to Becky Maust, Chief, Bureau of Staff Development in Columbus.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE OHIO DEPARTMENT OF HUMAN SERVICES
AND
DISTRICT 1199/SEIU**

As a result of agency specific negotiations conducted through the course of negotiations leading to a contract between District 1199/SEIU and the State of Ohio dated July 1, 1992, the parties have agreed to the following:

1. Effective with the signing of this agreement, those employees who transfer directly from a County Department of Human Services to the Ohio Department of Human Services will have his/her County service time computed for the purpose of determining the rate of accrual for vacation, PAIL, and longevity.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE OHIO DEPARTMENT OF MENTAL HEALTH
AND
DISTRICT 1199/SEIU**

S.O.S. TRAINING

A. Training means both S.O.S training of hospital employees which will enable them to move into S.O.S. programs and ongoing training of S.O.S. employees currently in S.O.S. programs in the Department of Mental Health only.

1. Training shall be developed on a local level. Each hospital shall develop S.O.S. training that is designed to reflect the particular needs of that area. This will be developed with input from representatives of 1199 and the hospital as well as certain particular requirements that may be set forth by ODMH central office or the accreditation bodies. In certain instances, it may be in conjunction with other unions in a particular hospital due to the needs of the S.O.S. program(s).

2. Issues to be resolved at the local level are:

- types of training programs
- class size
- frequency of offerings of the training
- amount of class time and field experience
- the amount of time any specific training is valid (good for).
- If there are disputes that can not be resolved regarding issues in A-2, they will be taken to the Agency Professional Committee.

3. Training for inpatient staff will be offered to all Mental Health employees who volunteer.

OCB Recommendations

- Priority shall be given to direct care staff in order of seniority of those who volunteer.
- The amount of training that shall be offered must fit into budgetary constraints of the hospitals.

4. Additional training will be offered, if necessary, after the announcement of the establishment of a new S.O.S. program(s) or the announcement of a proposed layoff.

5. All employees must successfully complete the training before they are eligible to move into S.O.S. by any method.

- Some components and/or all of the training may be waived by the Medical Director of the hospital in consultation with the S.O.S. Director.

6. Successful completion is determined by the programmatic needs of the S.O.S. as established by the Employer with input regarding process and criteria from the Union.

BUMPING INTO S.O.S.

Bumping:

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

SECTION 1.

In the case of layoff(s), employees shall first have only the right to bump into vacant positions in either newly created S.O.S. program(s) or vacant position(s) in an existing S.O.S. program(s) as long as the position is in an equal or lower position in the same or similar related classification series per Article 29

and provided that the affected employee is qualified and proficient to perform the duties. In no case shall the bump be to a position in a higher classification or to higher pay or one that constitutes a promotion. If these vacancy bumping opportunities exist, employees shall make their bumping selection to such a position first, beginning with the most senior and progressing to the least senior. If the employee does not or fails to select a bump to such a vacancy, the employee will have exhausted all of their bumping rights under Article 29 of the contract and will be laid off.

In situations where the number of employees to be laid off exceed the number of S.O.S. positions created at the time of the layoff, then the most senior employee(s) targeted for layoff will have the right to choose between available vacant S.O.S. positions or bumping existing occupied S.O.S. positions who are less senior. The less senior of the targeted employees for layoff must bump into the vacant S.O.S. positions available or they have exhausted their bumping rights.

Employees retain the right to accept the proposed layoff.

SECTION 2.

In the case where the Department was unable to create S.O.S. positions:

1. Employees have the right to bump into existing S.O.S. program(s)/position(s) in the same manner as stated in Article 29, provided they have successfully passed and completed the S.O.S. training and meet and are proficient in the duties of the positions for which they wish to bump. As stated earlier, the Medical Director in conjunction with the S.O.S. Director may waive any or all of the training requirements on an individual basis.

AGENCY PROFESSIONAL COMMITTEE (APC):

The parties agree to take all the unresolved bargaining issues as well as future S.O.S. implementation issues to the APC in an effort to arrive at mutual agreement.

The parties mutually agree that an evaluation period for both the Department and the employee is needed after they first enter an S.O.S. program. The length as well as other collateral issues will be an appropriate topic to be decided in the APC.

MEMORANDUM OF UNDERSTANDING BETWEEN ADULT PAROLE AUTHORITY AND DISTRICT 1199/SEIU

As a result of agency specific negotiations conducted through the course of negotiations leading to a contract between District 1199\SEIU and the State of Ohio dated July 1, 1994, the parties have agreed to the following:

1. During weapons qualification courses offered and authorized by the Adult Parole Authority, the APA shall provide a certified Red Cross First Aid expert on the firing range.
2. The 9mm weapons program in effect at APA shall be expanded only at the Employer's discretion. Employees currently participating in the program shall be reimbursed for the cost of practice and duty ammunition to an amount equal to the amount paid for the purchase of practice and duty ammunition per employee for those employees utilizing weapons issued by the Agency. Employees currently participating in the program shall be permitted to continue in the program for the life of the 1992 Agreement consistent with the current APA firearms policy.
3. The Adult Parole Authority shall attempt to equip all District Offices with computer terminal hook ups to the court system, where it is determined to be feasible and cost efficient by the Employer.

The Agency and the Union agree that the following procedure shall be used for filling vacancies by transfer from within the Adult Parole Authority for the duration of the 1994 Agreement.

For Parole Officers of the Adult Parole Authority, promotions for P.O. 1,2,3, occur only through the career ladder.

INTER-COUNTY TRANSFER PROCEDURE

When a vacancy has been determined by management to be filled, the following process shall occur commencing with the date of the Agreement, 1994.

1. On January 1 and July 1 of each calendar year, the Personnel Officer shall canvass each and every Parole officer for transfers bids between county. The inter-county transfer is defined as a transfer from one county to another county within the State with one exception. Parole officers in Cuyahoga County may change for the Cuyahoga Probation Region to the Cuyahoga Parole Region and vice versa while within the same county. The canvass period will be for ten (10) work days. The requests for transfer must be sent to the DR&CS personnel office via U.S. Mail postmarked during the canvass period.
2. From these bids, a transfer list of bids by county and by order of state seniority will be drawn up to be utilized between February 1 through July 31 and August 1 through January 31 respectively. The list in place on the effective date of the Agreement shall be extended for use through July 31, 1994.
3. The vacancy determined to be filled within the county shall be filled by the bid list by the parole officer with the most state seniority to the least state seniority. Vacancies shall be filled within six (6) weeks of acceptance when feasible.
4. If the parole officer with the greatest state seniority accepts the position, the vacancy is filled. If the parole officer with the greatest state seniority rejects the offer, his/her name is withdrawn from the bid list for the county rejected by the parole officer until the next canvass, and the vacancy is offered to the parole officer with the next greatest state seniority.
5. Parole officers who are in their initial probationary period or in a promotional probationary period shall not be permitted to transfer between counties until satisfactory completion of that probationary period.
6. If there is no bid list for a particular county, or the bid list has been exhausted, the personnel officer shall post for a new employee (one who is not in the Parole Officer classification series).

INTRA-COUNTY TRANSFER PROCEDURE

1. The Adult Parole Authority shall continue an Intra-county Transfer Procedure for the duration of this Agreement.
2. Intra-county Transfer is defined as a transfer from one unit to another unit, within the same county, within the same region.
3. The intra-county transfers procedure shall apply to all employees classified as Parole Officers or Parole Service Coordinators who are not serving a probationary period.
4. The intra-county transfer procedure shall be utilized to fill all vacancies occurring where there is more than one unit in the same county, same region.
5. Intra-county transfers will be conducted locally by the Regional Administrator.
6. The vacancy shall be posted internally for ten (10) calendar days. The posting shall identify the unit where the vacancy exists.
7. Employees must request a transfer in writing to the Regional Administrator during the posting period. It is not necessary to complete the State of Ohio Civil Service Application.
8. If an employee fails to submit a request to transfer at the time a vacancy is posted internally, they will not be eligible for the position in that unit until such time that another internal posting is conducted for that unit.
9. The position shall be awarded to the employee with the greatest state seniority. Vacancies shall be filled within six (6) weeks of acceptance when feasible.

10. Once an employee accepts an intra-county transfer they are not eligible to change units through intra-county transfer procedure for twelve (12) months. The Regional Administrator is responsible for maintaining employee transfer records.

ADULT PAROLE AUTHORITY CAREER LADDER

The requirements for movement within the career ladder as established by the management for the Adult Parole Authority shall be as follows:

Parole Officer to Parole Officer 2

Graduate Degree + 1 years experience as a Parole Officer 1

Bachelors Degree + 2 years experience as a Parole Officer 1

Less than a Bachelors Degree + 3 years experience as a Parole Officer 1

The Parole Officer 1 must have passed Unarmed Self-Defence Certification.

Parole Officer 2 to Parole Officer 3

Graduate Degree + 3 years experience as a Parole Officer 2

Bachelors Degree + 5 years experience as a Parole Officer 2

Less than a bachelors Degree + 7 years experience as a Parole Officer 2.

The Parole Officer 2 must have passed Unarmed Self-Defense Certification.

Degree requirements shall be represented by an accredited degree in Corrections, Law Enforcement, Social Service, Communications or a related field.

An individual shall not process through the career ladder unless his/her disciplinary record is void of any suspensions.

The parties agree to amend the Adult Parole Authority Career Ladder as follows:

Those Parole officer 2's who would be eligible to move to Parole Officer 3 on July 1, 1992, if their full service time were credited, will be moved to a Parole Officer 3 either on December 12, 1992 or before, if their move date in accordance with the formula is prior to that date.

The formula granting partial credit to all other Parole Officer 2's as agreed to in the 1989 negotiations between the parties shall be eliminated effective July 1, 1993. Anyone scheduled to move to a Parole Officer 3 prior to that date in accordance with the formula shall experience such move.

The parties agree to establish a separate statewide Agency Professional Committee to discuss and solicit input relative to the following subject areas within the Adult Parole Authority:

1. High Risk Zones
2. Utilization and issuance of protective clothing (vests)

The committee shall meet as needed during the life of the agreement. The results of those committee discussions shall be submitted to the Chief of the Division of Parole and Community Services or their designee for review or consideration in the development of policy or procedure in these areas.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF OHIO
AND
DISTRICT 1199, SEIU**

In exchange for the new language in Article 44.03 of the Contract between the State of Ohio and District 1199, SEIU, the grievances pending regarding on-duty pay shall be dropped, including any claims for back pay. The action of collection initiated by the Department of Mental Health regarding the

collection of certain payments at Central Ohio Psychiatric Hospital and Pauline Warfield Lewis Center will be reviewed with the intent to discontinue such collections as may be reasonably feasible.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE REHABILITATION SERVICES COMMISSION
AND
DISTRICT 1199, SEIU**

The minimum class requirements for a Rehabilitation Program Specialist 1 (RPS 1) in the Rehabilitation Services Commission (RSC) for individuals employed at RSC prior to June 12, 1989 are completion of graduate degree in a human services area (i.e., rehabilitation counseling, special education, guidance and counseling, psychology, sociology, social work, child and family community services) as required by an accredited college or university or; a graduate degree that leads to licensure as a licensed professional counselor by the Ohio Counselor and Social Worker Board or; completion of graduate-level coursework in other related vocational rehabilitation area (eg., rehabilitation management/administration) from an accredited college or university.

The minimum class requirements for an RPS 1 in RSC for individuals employed at RSC after June 12, 1989 are completion of a graduate degree in rehabilitation counseling or a graduate degree which is accepted for licensure as a licensed professional counselor by the Ohio Counselor and Social Worker Board or graduate degree in other related vocational rehabilitation areas (e.g., rehabilitation management/administration).

RPS 1's in RSC responsible for development and coordination of regional or statewide programs of rehabilitation, the development of program policies and procedures for assigned programs, and the establishment of program goals, will be promoted to an RPS 2 after serving a two (2) year period as an RPS 1 responsible for development and coordination of regional or statewide programs of rehabilitation, provided he/she meets the following qualifications:

Graduate degree in a human service area (i.e., rehabilitation counseling, special education, guidance and counseling, psychology, sociology, social work, child and family community services) as required by an accredited college or university, or a graduate degree that leads to licensure as a licensed professional counselor by the Ohio Counselor and Social Worker Board; or completion of graduate degree in other related vocational rehabilitation areas (e.g., rehabilitation management/administration from an accredited college or university).

RPS 1's in RSC responsible for development and coordination of area programs of rehabilitation, the development of program policies and procedures for assigned programs, and the establishment of program goals, will be promoted to an RPS 2 after serving a four (4) year period as an RPS 1 responsible for area programs of rehabilitation, provided he/she meets the following qualifications:

Graduate degree in a human service area (i.e., rehabilitation counseling, special education, guidance and counseling, psychology, sociology, social work, child and family community services) as required by an accredited college or university, or a graduate degree that leads to licensure as a licensed professional counselor by the Ohio Counselor and Social Worker Board; or completion of graduate degree in other related vocational rehabilitation areas (e.g., rehabilitation management/administration from an accredited college or university).

It is understood that only RPS 1's with regional or statewide responsibility who meet the minimum qualification for RPS 2, including service of a two (2) year period as an RPS 1 with RSC after the acceptance of this career ladder, will be promoted to an RPS 2. It is understood that only RPS 1's with area

responsibility who meet the minimum qualifications for RPS 2, including service of a four (4) year period as an RPS 1 with RSC after the acceptance of this career ladder, will be promoted to an RPS 2.

Any current RPS 1 employed by RSC as of May 31, 1994, and who is a licensed professional counselor by the Ohio Counselor and Social Worker Board or has attained certification as a certified rehabilitation counselor will be promoted to an RPS 2 during the pay period of June 1, 1994. This reassignment will be done provided the RPS 1 with area responsibility has had area responsibility for four (4) years and the RPS 1 with regional or statewide responsibility has had regional or statewide responsibility for two (2) years.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE OHIO REHABILITATION SERVICES
COMMISSION AND
DISTRICT 1199, SEIU**

It is understood that any Vocational Rehabilitation Counselor 3 (VRC 3) who was not reassigned to a VRC 4 on the last day of the 1986 contract will be reassigned to a VRC 4 at the point in time that they have nine (9) years experience as a VRC 2 or above with RSC or seven (7) years experience as a VRC 3 with RSC, plus licensure as a Licensed Professional Counselor by the Ohio Counselor and Social Worker Board and a graduate degree. These individuals must have been licensed as a Licensed Professional Counselor by the Ohio Counselor and Social Worker Board by the last day of the 1986 contract. These individuals must have attained their graduate degree by the last day of the 1989 contract in one of the following Human Services area (i.e., Rehab Counseling, Psychology, Sociology, Special Education, Social Work, Nursing, Occupational Therapy, Pre-Med, Speech and Hearing, and Guidance and Counseling or any graduate counseling degree that leads to licensure).

It is understood that employees who are currently enrolled as of June 11, 1989 in a graduate degree program in Guidance and Counseling will progress through the Career Ladder based on meeting the qualifications adopted in this Career Ladder. These employees will not have to take the four (4) courses listed in VRC 3 and VRC 4 classification as noted in the Career Ladder. It is also understood that employees who have completed a graduate degree in counseling that leads to licensure as a Licensed Professional Counselor by the Ohio Counselor and Social Worker Board during the 1986 contract will not have to take the four (4) courses listed in the VRC 3 and VRC 4 classification as noted in this Career Ladder. These employees must meet the other qualifications adopted in this Career Ladder.

No current employee covered by the above provisions will be demoted from his/her current classification. Once a counselor is licensed as a Licensed Professional Counselor (LPC) or attains certification as a Certified Rehabilitation Counselor (CRC) and is promoted in the Career Ladder based in part on the obtainment of that license or certification, he/she must maintain his/her (LPC) or (CRC) in order to retain his/her status at that higher level. Failure to do so will result in the counselor being reduced to the highest level in the counselor Career Ladder which does not require licensure or certification.

Any current employees not covered by the above provisions or new employees will be reassigned according to the minimum qualifications adopted in this Career Ladder.

It is understood that all individuals who are hired as permanent full-time or permanent part-time VRC 1's after the effective date of this contract will serve a one (1) year probationary period. It is understood that permanent part-time status is prorated towards the probationary period and advancement in the Career Ladder. It is further understood that for the purpose of fulfilling the time requirement in the probationary period and Career Ladder the requirement is computed based upon 2080 active pay status

hours per year. Upon successful completion of their probationary period VRC 1's will be reassigned to VRC 2's. There will be no probationary period in the VRC 2, VRC 3, or VRC 4 level.

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

CLASSIFICATION PAY RANGE

VRC 1	8
VRC 2	10
VRC 3	11
VRC 4	12

Reassignment from the VRC 1 to subsequent levels will be automatic based on meeting the following minimum qualifications which have been adopted by the State.

It is understood that any VRC 1 hired with a graduate degree in counseling that leads to licensure as a Licensed Professional Counselor by the Ohio Counselor and Social Worker Board or leads to certification as a Certified Rehabilitation Counselor (CRC) will be assigned to pay range 9.

Reassignment to the VRC 3 and VRC 4 are based on years of service, attainment of a graduate degree, additional coursework, if required, and licensure or CRC. The specific requirements are outlined throughout this Memorandum of Understanding. The date of reassignment is effective when the counselor achieves the final requirement of those listed. If the final requirement is Licensure or CRC, the date of reassignment will be the date the Licensure or CRC becomes effective. If the final requirement is a graduate degree then the date of reassignment will be the date the degree is conferred. If the final requirement is the successful completion (i.e., a grade of B or better) of additional coursework the date of reassignment will be the date the last course is successfully completed. The reassignment will be implemented the pay period following the achievement of the final requirement.

VRC 1 - Bachelors degree (i.e., Psychology, Sociology, Special Education, Social Work/Welfare, and Speech and Hearing) or (e.g., Bachelors Degree Rehabilitation Education or comparable rehabilitation Major) or a graduate degree in Counseling that leads to licensure as a Licensed Professional Counselor by the Ohio Counselor and Social Worker Board.

VRC 1 - (Rehabilitation Teacher) - Bachelors Degree (i.e., Psychology, Sociology, Special Education, Social Work/Welfare, Occupational Therapy, and Speech and Hearing) or (e.g., Bachelors Degree Rehabilitation Education or comparable rehabilitation Major) or a graduate degree in Counseling that leads to licensure as a Licensed Professional Counselor by the Ohio Counselor and Social Worker Board. Three courses in interviewing (or 3 months experience); 3 courses in evaluation and appraisal techniques (or 3 months experience); 1 course in teaching theories and techniques for visual and/or physically handicapped (or 1 month experience); 1 course in public relations (or 1 month experience); 300 hours training in nature and implications of physical and mental disability (or 3 months experience); 300 hours training in use of adaptive devices for visual and/or physically handicapped (or 3 months experience); 300 hours training in homemaking skills (or 3 months experience). May require 100 hours training in typing (or 1 month experience); 100 hours training in crafts (or 1 month experience); or 100 hours training in operating household appliances (or 1 month experience) if position involves training of clients in these areas.

VRC 1 - (Employer Services Specialist) - Bachelors degree (i.e., Psychology, Sociology, Special Education, Social Work/Welfare, Occupational Therapy, and Speech and Hearing) or (e.g., Bachelors Degree Rehabilitation Education or comparable rehabilitation Major) or a graduate degree in Counseling that leads to licensure as a Licensed Professional Counselor by the Ohio Counselor and Social Worker Board. Three courses in interviewing (or 3 months experience); plus 3 courses in Public Relations (or 3 months experience); 600 hours training in labor and worker compensation laws and regulations (or 6

months experience); 300 hours training in occupational and labor market information (or 3 months experience); 100 hours training in job seeking skills (or 1 month experience).

VRC 2 - Bachelors degree (i.e., Psychology, Sociology, Special Education, Social Work/Welfare, and Speech and Hearing) or (e.g., bachelors degree Rehabilitation Education or comparable rehabilitation major) or a graduate degree on Counseling that leads to licensure as a Licensed Professional Counselor by the Ohio Counselor and Social Worker Board and one (1) year experience as a VRC 1 with RSC.

VRC 2 - (Rehabilitation Teacher) - Bachelor degree (i.e., Psychology, Sociology, Special Education, Social Work/Welfare, Occupational Therapy, and Speech and Hearing) or (e.g., bachelors degree Rehabilitation Education or comparable rehabilitation major) or a graduate degree on Counseling that leads to licensure as a Licensed Professional Counselor by the Ohio Counselor and Social Worker Board and one (1) year experience as a VRC 1 with RSC; 3 courses in interviewing (or 3 months experience); 3 courses in evaluation and appraisal techniques (or 3 months experience); 1 course in teaching theories and techniques for visual and/or physically handicapped (or 1 month experience); 1 course in Public Relations (or 1 month experience); 300 hours training in nature and implications of physical and mental disability (or 3 months experience); 300 hours training in homemaking skills (or 3 months experience). May require 100 hours training in typing (or 1 month experience); 100 hours of training in crafts (or 1 month experience); 100 hours training in operating household appliances (or 1 month experience) if position involves training of clients in these areas.

VRC 2 - (Employer Services Specialist) - Bachelor degree (i.e., Psychology, Sociology, Special Education, Social Work/Welfare, Occupational Therapy, and Speech and Hearing) or (e.g., bachelors degree Rehabilitation Education or comparable rehabilitation major) or a graduate degree in Counseling that leads to licensure as a Licensed Professional Counselor by the Ohio Counselor and Social Worker Board and one (1) year experience as a VRC 1 with RSC; 3 courses in public relations (or 3 months experience); 600 hours training in labor and worker compensation laws and regulations (or 6 months experience); 300 hours training in occupation and labor market information (or 3 months experience); 100 hours training in job seeking skills (or 1 month experience).

VRC 3 - Graduate degree in Rehabilitation Counseling or a graduate degree which is accepted for licensure as a Licensed Professional Counselor by the Ohio Counselor and Social Worker Board plus four (4) graduate level courses from a Council on Rehabilitation Education (CORE) accredited Rehabilitation Counseling Program. There are six (6) curriculum areas from which the four courses may be selected. They are: (1) Foundation of Rehabilitation Counseling, (2) Counseling Services, (3) Case Management, (4) Vocational and Career Development, (5) Assessment, and (6) Job Development and Placement, plus licensure as a Licensed Professional Counselor (LPC) or certification as a certified Rehabilitation Counselor (CRC), and two (2) years experience as a VRC 2 with RSC. It is understood that if any of the courses from the six (6) curriculum areas were taken in the graduate training from a core accredited Rehabilitation Counseling Program then the employee does not have to substitute or retake the course.

VRC 3 - (Employer Services Specialist) - (Rehabilitation Teacher) - Graduate degree in Rehabilitation Counseling or a graduate degree which is accepted for licensure as a Licensed Professional Counselor by the Ohio Counselor and Social Worker Board, plus four (4) graduate level courses from a Council on Rehabilitation Education (CORE) accredited Rehabilitation Counseling Program. There are six (6) curriculum areas from which the four (4) courses may be selected. They are: (1) Foundations of Rehabilitation Counseling, (2) Counseling Services, (3) Case Management, (4) Vocational and Career Development, (5) Assessment, and (6) Job Development and Placement, plus licensure as a Licensed Professional Counselor (LPC) or certification as a certified Rehabilitation Counselor (CRC), and two (2) years experience as a VRC 2 with RSC. It is understood that if any of the courses from the six (6) curricu-

lum areas were taken in the graduate training from a core accredited Rehabilitation Counseling Program then the employee does not have to substitute or retake the course.

VRC 4 - Graduate degree in Rehabilitation Counseling or a Graduate degree which is accepted for licensure as a Licensed Professional Counselor by the Ohio Counselor and Social Worker Board, plus four (4) graduate level courses from a Council on Rehabilitation Education (CORE) accredited Rehabilitation Counseling Program. There are six (6) curriculum areas from which the four (4) courses may be selected. They are: (1) Foundations of Rehabilitation Counseling, (2) Counseling Services, (3) Case Management, (4) Vocational and Career Development, (5) Assessment, and (6) Job Development and Placement, plus licensure as a Licensed Professional Counselor (LPC) or certification as a certified Rehabilitation Counselor (CRC), and nine (9) years experience as a VRC 2 or above with RSC or seven (7) years experience as a VRC 3 with RSC. It is understood that if any of the courses from the six (6) curriculum areas were taken in the graduate training from a core accredited Rehabilitation Counseling Program then the employee does not have to substitute or retake the course.

VRC 4 - (Rehabilitation Teacher) - (Employer Services Specialist) -Graduate degree in Rehabilitation Counseling or a graduate degree which is accepted for licensure as a Licensed Professional Counselor by the Ohio Counselor and Social Worker Board, plus four (4) graduate level courses from a Council on Rehabilitation Education (CORE) accredited Rehabilitation Counseling Program. There are six (6) curriculum areas in which the four (4) courses may be selected from. They are: (1) Foundations of Rehabilitation Counseling, (2) Counseling Services, (3) Case Management, (4) Vocational and Career Development, (5) Assessment, and (6) Job Development and Placement, plus licensure as a Licensed Professional Counselor (LPC) or certification as a certified Rehabilitation Counselor (CRC), and nine (9) years experience as a VRC 2 or above with RSC or seven (7) years experience as a VRC 3 with RSC. It is understood that if any of the courses from the six (6) curriculum areas were taken in the graduate training from a core accredited Rehabilitation Counseling Program then the employee does not have to substitute or retake the course.