



## **The State of Ohio and The Service Employees International Union, District 1199**

### ***2006 Negotiations Summary of Changes***

(All changes are effective June 1, 2006, unless specified otherwise.)

#### **Preamble**

- Deletes "AFL-CIO" from name and adds "Change to Win, CLC."

#### **Article 1 – Purpose and Intent of the Agreement**

- Pattern language: Adds language that all Memoranda of Understanding (MOU), amendments, Letters of Intent or any other mutually agreed to provisions will be reviewed by 1199, OCB, and Agency Representatives to determine their force and effect.
- Pattern language: Adds language that unless mutually agreed by the parties, MOUs, amendments, Letters of Intent or any other mutually agreed to provisions entered into prior to June 1, 2003, shall expire and have no further force and effect upon expiration of this Agreement, except those which have or do confer an economic benefit.
- Pattern language: Adds language for Total Agreement and sets forth that the Employer has sole discretion in modifying practices and rules.

#### **Article 2 – Union Recognition**

- No change.

#### **Article 3 – Union Rights**

- Adds language that that the Union will provide leadership development with the goal of increasing union participation and member/delegate representation.
- Adds language that permits the Union use to the inter- and intra-office paper mail system and the electronic mail and fax equipment for contract enforcement and grievance processing.

#### **Article 4 – Union Security**

- Pattern language: Adds language for Religious Accommodation pursuant to Title VII and the process for handling an application for Religious Exemption.

#### **Article 5 – Management Rights**

- Pattern language: Replaces existing language with broadened and more specific management rights.

#### **Article 6 – Non-Discrimination**

- No change.

#### **Article 7 – Grievance Procedure**

- Pattern language: Adds language for employees who are terminated and subsequently returned to work without any discipline through arbitration to have the termination entry on their Employee History on Computer (EHOC) stricken.

- Retitles Section 7.06, Step 3 from “Agency Head or Agency Designee” to “Agency Head or Designee.”
- Adds language that unless mutually agreed, a grievance will go forward at mediation even if no Step 3 response has been issued.
- Pattern language: Adds language that other than discharge grievances, grievances filed on or after June 1, 2006, will be scheduled for arbitration within two hundred forty (240) days from the date of the mediation or date of mediation waiver. The timeframe may be waived by mutual agreement.
- Pattern language: Adds language that in the event an employee refuses or fails to attend a mediation, NTA or arbitration, the Union must proceed with the hearing or have the right to withdraw the grievance, unless an extraordinary circumstance exists.
- Pattern language: Adds language that where available, speaker phones and teleconferencing may be used for grievance meetings.

#### Article 8 – Discipline

- Pattern language: Adds language to provide a reduction in 1 step to employees as a process under progressive discipline; the reduction shall not interfere with the employee’s normal step anniversary and shall only be used as an alternative to termination.
- Pattern language: Adds language that in the event an employee refuses or fails to attend a Pre-D, the delegate and/or representative shall represent the employee.
- Pattern language: Adds language outlining the process of conducting the Pre-D meeting for employees on disability or applying for disability and unable to attend the meeting.
- Adds language that if an employee inquires, and there are no extenuating circumstances, the Employer will inform the employee of the status of an investigation of which the employee is a subject.

#### Article 9 – Probationary Periods

- Adds language to the Inter-Agency Transfer section that permits the Agency to mutually agree to allow an employee to return to the releasing Agency.
- Adds language to the Inter-Agency Transfer section regarding the pay range and step of an employee who accepts an inter-agency transfer.

#### Article 10 – Vacation Allowance

- Pattern language: Adds language that vacation leave is not available for use until it appears on the employee’s earnings statement and on the date the funds are made available.

#### Article 11 – Holidays

- Pattern language: Clarifies that a holiday can only be proclaimed by the Governor of the State of Ohio or the President of the United States.
- Pattern language: Adds language that employees who call off sick the day before, the day of, or the day after a holiday shall forfeit their right to holiday pay for that day unless there is a documented, extenuating circumstance which prohibits the employee from reporting for duty.

#### Article 12 – Personal Leave

- Pattern language: Adds language to clarify that employees are credited their personal leave in the first earnings statement the employee receives after the first day of January, April, July and October.
- Pattern language: Adds language that personal leave is not available for use until it appears on the employee’s earnings statement and on the date the funds are made available.

#### Article 13 – Sick Leave

- Pattern language: Adds language that sick leave is not available for use until it appears on the employee's earnings statement and on the date the funds are made available.
- Pattern language: Clarifies that the new usage period for sick leave begins with the pay check that includes December 1<sup>st</sup>.
- Pattern language: Clarifies sick leave conversion to cash for any sick leave accrued and not used during the proceeding twelve (12) month period and payment will be made in the first paycheck in December of each year.

#### Article 14 – Bereavement Leave

- No change.

#### Article 15 – Disability

- Pattern language: Adds language that any full-time permanent employee with a disabling illness, injury or condition that will last more than fourteen (14) consecutive days and who completed one (1) year of continuous state service immediately prior to the date of the disability may be eligible for disability leave benefits.
- Pattern language: Adds language to clarify the criteria an employee must meet to be eligible for disability leave benefits (1) in active pay status on approved sick leave, (2) on approved disability leave, (3) on approved leave of absence without pay for personal medical reason or (4) disability separated.
- Pattern language: Clarifies that employees alleging conditions precluded by OAC 123:1-33-14 are not eligible for disability benefits.
- Pattern language: Adds language that an application for disability benefits based on a diagnosis of a mental disorder (e.g., psychosis, mood disorder, anxiety, etc.) must be confirmed by a licensed mental health provider authorized by the Employer's mental health administrator and the process and procedure to follow.
- Pattern language: Adds language that effective June 1, 2006, disability benefits will be paid at 70% of the employees base rate of pay for the first three (3) months and 50% for the next nine (9) months.
- Pattern language: Adds language that employees are entitled to receive disability leave benefits up to a lifetime maximum of twelve (12) months.
- Pattern language: Adds language that the utilization of disability leave prior to June 1, 2006, shall not be counted against the above one (1) year maximum.
- Pattern language: Adds language to clarify the disability separations process under OAC 123:1-23 and the Employer's decision to disability separate an employee or deny reinstatement from an involuntary disability separation shall not be grievable and shall be exclusively subject to appeal through SPBR.
- Pattern language: Adds language to clarify that an employee's submission of an application for disability leave after either the employee has received notice they are under investigation for possible disciplinary action or where an investigation regarding the employee is actively underway, the employee shall not be eligible for disability benefits.
- Pattern language: Adds language outlining the agencies' process for notifying DAS of an employee under investigation and making submission for disability benefits, the agency shall promptly notify DAS (1) an investigation is underway, (2) the date that the investigation was initiated, (3) the basis of the investigation and (4) why access to the employee is necessary for completion of the investigation.
- Pattern language: Adds language outlining the process DAS must follow for holding disability payments from an employee under investigation in abeyance until the investigation has completed.
- Pattern language: Adds language that the Employer reserves the right to contract with a licensed mental health adjudicator to evaluate and approve or disapprove applications for disability leave based on any form of mental disorder as provided in Section 15.01.

Article 16 – Service Connected Injury and Illness

- No change.

Article 17 – Group Health Insurance

- Pattern language: Updates premiums for health plans.
- Pattern language: Adds language regarding the rate holidays.

Article 18 – Life Insurance

- Deletes language in 18.02 regarding reaching age 70.
- Pattern language: Adds language that if benefit plans are extended to non-state employee groups, the Benefits Trust will establish separate accounting practices to identify fund impacts.
- Pattern language: Add language limiting voluntary supplemental benefit plans.

Article 19 – Indemnification

- No change.

Article 20 – Ohio Employee Assistance Program (EAP)

- No change.

Article 21 – Travel

- Pattern language: Increases the mileage reimbursement rate to \$.40 per mile.
- Pattern language: Increases the lodging rate to \$80.00 plus tax.
- Adds language that requires travel reimbursements to be made via direct deposit.

Article 22 – Moving Expenses

- No change.

Article 23 – Continuing Education

- Specifies that each employee is eligible for \$2,500, and removes the limitation that only \$1,500 can be used for tuition reimbursement. Does not increase the amount per employee.
- Adds language that the Employer will explore options for implementing a voucher system for seminars and conferences.
- Adds language that the Employer shall give employees adequate time off for CEUs if not offered in-house and if the license is required by the employee’s position description or the classification specification.
- Deletes language regarding the Union developing a computer discounted program.

Article 24 – Hours of Work and Overtime

- Adds language to give agencies some flexibility in alternative scheduling to help with recruitment/retention of nurses.
- Deletes language that “overtime pay” for Physicians is addressed in Article 44.
- Pattern language: Adds language that compensatory time is not available for use until it appears on the employee’s earnings statement and on the date the funds are made available.
- Pattern language: Adds language that any leave used in lieu of sick leave shall not be considered as active pay status.
- Adds language that employees on the midnight shift shall not be required to report to work on the shift following reporting for jury duty, unless the employee reports to jury duty and is notified that his/her services will not be needed.

Article 25 – Temporary Working Level

- No change.

Article 26 – Leaves of Absence

- Increases notice for union leave of absence from 5 to 10 work days. The notice may be waived by OCB.

Article 27 – Employee Status

- Moves the Established Term Appointment (ETA) language from Appendix E to this article.
- Adds language that the length of the ETA appointment will not exceed 10 consecutive months, unless extended.
- Adds language that ETAs may or may not have a fixed schedule and sets forth the purpose of the appointment type.
- Adds language that limitations on the number of ETAs in the pool may be established by Agency Agreement.
- Adds language that ETAs are unclassified.
- Adds language that ETAs do not have grievance rights.
- Adds language that healthcare benefits will not be provided unless otherwise agreed in agency-specific agreement.
- Adds language that ETAs are not entitled to step increases.
- Adds language that bidding rights will be determined by agency-specific agreement.
- Adds language that an ETA who becomes a permanent employee will serve a full probationary period.
- Adds language that ETAs may be terminated first in the event of a layoff or in order to avoid a layoff.
- Adds language that ETAs do not have the right to a posted or fixed schedule.
- Adds language that ETAs are not eligible for stand-by or call-back pay.
- Adds language that ETAs have no right to supplements, including shift differential or hazard duty.
- Adds language that ETAs are not entitled to emergency pay or leave.
- Adds language that ETAs do not receive holiday pay unless they are assigned a full-time schedule or have worked at least 32 hours during the week that includes the holiday.
- Adds language that ETAs are only eligible for bereavement leave for the death of a spouse, parent, or child, and only if the employee is working a 40 hour schedule.
- Adds language that ETAs are not eligible for the paid leaves in Article 26.
- Adds language that specifies that Project Employees serve in the unclassified service.

Article 28 – Seniority

- Pattern language: Adds language to permit the Employer to provide an electronic posting of the seniority roster.
- Adds language that any bargaining unit employee who voluntarily resigns and is rehired within 30 days shall suffer no loss of seniority credits.

Article 29 – Layoff and Recall

- No change.

Article 30 – Vacancies

- Pattern language: Adds language to allow the Employer to either return to original application pool or repost a vacancy if the selected applicant is not successful.
- Pattern language: Adds language providing that proficiency tests/assessments will only be released to a union official who is not a state employee to maintain the integrity and security of the test.

- Pattern language: Adds language that prevents an employee who fails probation from bidding on that same classification for one year.

Article 31 – Professional Committees

- No change.

Article 32 – Health and Safety Procedures

- Replaces “Parole Services Coordinator” with “Senior Parole Officer” (Housekeeping change).

Article 33 – Service Delivery

- No change.

Article 34 – Career

- No change.

Article 35 – Emergencies

- Pattern language: Adds language clarifying that a weather emergency is declared by the Director of the Department of Public Safety.
- Pattern language: Adds language clarifying the rate and stipend an employee receives if they work during a declared weather emergency under this Section.
- Pattern language: Adds language outlining the process for designating essential employees by each agency.
- Pattern language: Clarifies how agency directors and department heads are to handle emergencies declared by local sheriffs.
- Pattern language: Clarifies the process for “Other Than Weather Emergency” for employees not designated as essential but who may be required to work.
- Adds language that 1199 will be provided a list of essential employees.

Article 36 – Personnel Files

- No Change.

Article 37 – Uniforms

- No Change.

Article 38 – Working Out of Class

- No Change.

Article 39 – Classification Changes

- Pattern language: Extends length of review of Position Description Questionnaires (PDQs) from 120 to 180 days and decreases classification exceeding 200 from 300 for timelines which are mutually set.
- Pattern language: Adds language that the parties will meet within 120 days of the effective date of the agreement to review all holding classifications (except for the Community Development Analyst classification).

Article 40 – Voluntary Cost Savings Program

- Pattern language: Creates a voluntary cost savings program with OCB approval.
- Adds language clarifying that employees are not eligible for unemployment benefits while on leave pursuant to the Voluntary Cost Savings Program.
- Adds language that the Union may also discontinue the program upon 30 days’ notice.

Article 41 – Subcontracting

- Changes “The State will make every effort” to “The State will attempt to reach the goal of supervisors doing supervisory work and non-supervisory work done by bargaining unit employees.”

Article 42 – General Provisions

- Pattern language: Adds language that no employee should have an expectation of privacy while on work time.

Articles 43 – Wages

- Adds language that effective with the paycheck that includes January 1, 2007, employees in Pharmacy classifications will move to Pay Range 17 in the step closest to, but not less than their current step rate.
- Inserts new pay tables that reflect a 3% increase for FY 2007, a 3.5% increase for FY 2008, and a 3.5% increase for FY 2009.
- Replaces call back pay language with a provision similar to OCSEA.
- Pattern language: Adds language for report pay.
- Increases the shift differential for Institutional nurses on 2<sup>nd</sup> and 3<sup>rd</sup> shift to \$1.00, effective July 1, 2007.
- Adds language establishing a supplement up to 25% of the employee’s class base to be used for recruiting or retaining employees (includes: Physicians, Physician Specialists, Psychiatrists, Psychologists, and any classification that requires licensure as a Registered Nurse). Issues arising out of the application of the supplement may be appealed only as far as mediation.
- Adds language that employees hired into the Pharmacist, Psychologist, or any classification that requires licensure as a Registered Nurse may be eligible for a vacation advancement of 80 hours upon hire.
- Adds language that agencies shall file a report with OCB in September of each year containing data that shows a recruitment/retention problem exists and data as to the purpose and location of supplement usage. The Union shall be provided a copy of the report.
- Changes the section on Pay Shortages to reflect that a special check shall be issued prior to the close of business on the following business day.
- Pattern language: Adds language that effective July 1, 2006, all employees shall receive their pay via direct deposit and the procedure to follow.
- Changes the date of the performance evaluation form to July 1, 2001.

Article 44 – Physicians’ Pay Schedules

- Adds language clarifying sub-specialty credentials for psychiatrists.
- Inserts new pay tables that reflect a 3% increase for FY 2007, a 3.5% increase for FY 2008, and a 3.5% increase for FY 2009.
- Increases on duty pay from \$45 to \$60 dollars per hour.
- Adds language that the Recruitment/Retention supplement in Section 43.11 also applies to Physician and Psychiatrist classifications.
- Adds language that Physicians and Psychiatrists in the P2 or P3 pay tables may be advanced up to 4 weeks of vacation upon hire.

Article 45 – No Strike/No Lockout

- Pattern language: Replaces existing language with broadened and specific no strike/no lockout provisions.

Article 46 – Savings Clause

- No change.

Article 47 – Termination of Agreement

- Agreement effective from June 1, 2006, until May 31, 2009.
- Pattern language: Eliminates language for Ratification/Contract Finalization Payment.

Article 48 – Copies of the Agreement

- No change.

Article 49 – Drug Testing

- No change.

Appendix A – Bargaining Unit Classifications

- Adds Nursing Board Compliance Agent, Juvenile Parole Officer, and Senior Juvenile Parole Officer to the classifications list.

Appendix B – Layoff Jurisdictions

- Housekeeping changes.

Appendix C – Occupational Injury Leave Guidelines

- No change.

Appendix D – Drug-Free Workplace

- Pattern language: Outlines the parameters used with Rebuttable Presumption Testing.
- Adds direct care staff to the list of safety sensitive positions for drug testing.

Appendix E – Established Term Irregular

- Deletes entire section and moves it into the main body of the contract.