Ohio Department of Administrative Services
Bob Taft, *Governor*
Carol Nolan Drake, *Director*

Memorandum

OhioDAS

To: Labor Relations and Human Resources Officers and Administrators

From: Carol Nolan Drake, Director

Date: April 5, 2006

RE: OCSEA-AFSCME Annotated Contract

We are providing the annotated version of the 2006-2009 labor agreement recently negotiated between the State of Ohio and OCSEA/AFSCME. The document is designed to highlight the changes made to the previous agreement. You will also find summaries of important arbitration decisions and effective dates for provisions which have already been implemented.

I hope you find this information helpful as you carry out your daily responsibilities. Do not hesitate to contact the staff of the Office of Collective Bargaining at (614) 466-0570 if you have questions or require clarification on any of the issues in the contract.

Thank you.

STATE OF OHIO/OCSEA, AFSCME LOCAL 11
CONTRACT TRAINING SESSION

William Green Building Auditorium
April 5, 2006

AGENDA

Registration.....8:00 – 9:00 a.m.

Welcome.....Tiffiny Plasencio

Opening Remarks.....Steve Loeffler

Recognition of Bargaining Team.....Steve Loeffler

Overview of Bargaining.....Gary Johnson/Steve Loeffler

Articles 5, 30, 35, 37, 41, 44.....Steve Loeffler

BREAK

Articles 4, 13.15, 24, 25, 43.....Ken Couch

Articles 17, 18, 26, 27, 28.....Mike Duco

LUNCH

DAS Director Remarks.....Carol Nolan Drake

Articles 3, 11, 13.....Steve Little

Articles 6, 7, 31, 32, Appendix J.....Laurie Worcester

Articles 20, 21, Appendices A – I, Appendix R.....Shelly Ward/Nan Neff

Articles 16, 29, 36.....David Simpson

Article 24.09, Appendix M.....Joe Trejo

Questions.....Steve Loeffler

2006 BARGAINING TEAM for OCSEA/AFSCME Local 11, AFL-CIO Contract Negotiations

Gary C. Johnson, Chief Spokesperson

Steven J. Loeffler, Deputy Director, Office of Collective Bargaining

Agency Representatives

Jason Barnett, *Commerce*
Georgia Brokaw, *Mental Health*
Toni Brokaw, *Workers' Compensation*
Teri Decker, *Rehabilitation and Correction*
Brian J. Eastman, *Natural Resources*
Brenda Gerhardstein, *Mental Retardation/Developmental Disabilities*
Jim Miller, *Transportation*
Kathryn Nowack, *Job and Family Services*
Mark Tackett, *Youth Services*
Christine Emch Thompson, *HRD/Policy Development*

Office of Collective Bargaining Staff

Steven J. Loeffler, *Deputy Director*
Kenneth R. Couch, *Assistant Deputy Director*
Michael P. Duco, *Manager, Dispute Resolution/SERB Services*
Steven R. Little, *Manager, Labor Relations/Contract Compliance*
David Simpson, *Chief, Finance/Statistics*
Michelle Ward, *Labor Relations Specialist*
Laurie Worcester, *Negotiations Coordinator*

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OhioDAS

The State of Ohio and The Ohio Civil Service Employees Association

2006 Negotiations Summary of Changes

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

Preamble
- No change.

Article 1 – Recognition
- No change.

Article 2 – Non-Discrimination
- No change.

Article 3 – Union Rights
- Establishes parameters for member to become stewards to provide adequate steward representation to members.
- Deletes former language under Section 3.10.
- Adds specific parameters for Mandatory Release time for specified union functions/committees with proper notice to OCB.
- Adds specific parameters for Discretionary Release time for any committees, meetings, conferences, etc. not specifically listed under Mandatory Release time with proper notice to OCB.
- Adds one (1) additional officer, designated by the President may be released to conduct union business.

Article 4 – Check-Off
- Adds process for handling Application for Religious Exemption for any Religious Accommodation request pursuant to Title VII.

Article 5 – Management Rights
- Existing language replaced with both broadened and specific management rights.

Article 6 – Probationary Employees
- Adds Youth Leader classification for the Schools for the Blind and Deaf to serve a one (1) year probationary period.
- Requires DR&C and DYS to review performance of employees at least every four (4) months during their probationary period.
- Allows employees serving in a temporary, intermittent, interim, position under Welfare to Work Initiative or seasonal appointment to be credited with one-half (1/2) the length of their probationary period if permanently appointed.

Article 7 – Other Than Permanent Positions
- Changes use of intermittent positions to not exceed one thousand (1,000) hours in a fiscal year (formerly a twelve (12) month calendar year.) effective July 1, 2006.
- Clarifies the offering of overtime to permanent employees shall follow Section 13.07 when the agency staffs seasonal, intermittent, interim and temporary positions.

Article 8 – Labor-Management Committees

- No change.

Article 9 – Ohio Employee Assistance Program

- No change.

Article 10 – Child Care

- No change.

Article 11 – Health and Safety

- Clarifies that employees are held harmless for any costs incurred as a result of additional tests or x-rays resulting from an initial positive reaction to Tuberculosis.
- Adds requirement for all direct care and custody staff within DR&C and DYS to be certified and maintain certification in CPR.
- Deletes requirement for annual eye examination paid by the Employer for employees who regularly operate a VDT.
- Establishes joint participation to provide alternative comparable work for pregnant employees upon a doctor's recommendation within institutions.
- Allows Health and Safety Committees to be combined with Labor-Management Committees with mutual agreement.

Article 12 – Staffing Concerns

- No change.

Article 13 – Work Week, Schedules and Overtime

- Extends timeframe for temporary reassignments within Institutions to normally not exceed thirty (30) days. Without exception temporary reassignments are to not exceed ninety (90) days where it is in the best interest of the youth, client, patient or inmate, etc due to staffing.
- Clarifies Employer's right to determine overtime opportunities and canvass process for overtime under agency policy, establishes quarterly canvass if no agency policy exists.
- Clarifies Call-Back Pay is paid at the employees total rate if called to report to work.
- Establishes process for Report Pay if the Employer contacts the employee instructing to not report for their regularly scheduled work day, the employee receives their full day's pay at regular rate.
- Exempts all employees required to maintain a license to practice law from payment of overtime.
- Exempts any leave used in lieu of sick leave to not be considered as active pay status under Article 13.
- Establishes 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.
- Clarifies weather emergency is declared by Director of Public Safety.
- Clarifies rate and stipend an employee receives if they work during a declared weather emergency.
- Establishes agency process for designating essential employees.
- Establishes process to handle weather related emergencies declared by local sheriffs for agency directors and department heads.
- Establishes process for Other Than Weather Emergency for non-essential employees required to work.

Article 14 – Quality Services Through Partnership

- No change.

Article 15 – Employment Security

- No change.

Article 16 – Seniority

- Permits the Employer to post seniority rosters electronically.

Article 17 – Promotions, Transfers, and Relocations

- Establishes process for the Employer to select an individual from the original applicant pool if the initial applicant fails to complete the probationary period within one hundred eighty (180) days.
- Requires applicants to specifically address how they possess minimum quals on their application.
- Restricts employees from bidding from bidding on the same classification for six (6) months if they fail their probationary period. EPA and PUCO restriction only applies to same classification within the same division.
- Establishes the inclusion of active disciplinary record as a basis for consideration in selection.
- Expands bidding and grievance rights for non-selection under Section 17.04.
- Provides the use of assessments to determine an applicant meets minimum quals and rating criteria under Section 17.05.
- Establishes that proficiency tests and other assessments shall only be release to Union designees not employed by the State of Ohio, to maintain security and integrity of the test.

Article 18 – Layoffs

- Adopts process for employees to volunteer for layoff as of the date of the paper layoff.
- Adds appointment type to the Order of Displacement Form.
- Requires employees to prioritize location pursuant to Appendix J.
- Adds that employees bump in to a vacancy with the same appointment type.
- Establishes if no vacancy in the same classification and appointment type is available, bumping order follows Section 18.04.
- Clarifies how employees are offered displacement opportunities.

Article 19 – Working Out of Class

- No change.

Article 20 – Benefits

- Increases deductible for Out-of-Network Providers.
- Increases preventative care benefit to 100% after office co-pays.
- Establishes durable medical equipment, prosthetics, skilled nursing coverage at 80%.
- Adds home health care cap at 100 visits or 180 days whichever is greater.
- Adds hearing aids as a covered benefit at 50% not to exceed $1,000 lifetime.
- Moderate increase to Formulary and Non-Formulary Brand medication co-pays in the second and third year of the contract.
- No increase in Generic Brand mediation for the term of the contract.
- Establishes limits on voluntary supplemental benefit plans.
- Provides two (2) rate holidays October 2006 and October 2007.

Article 21 – OCSEA Benefits Trust

- Allows the Trust to extend benefit plans to non-state employee groups with the appropriate separate accounting practices.
- Increases Employer contribution to the Trust from $65.00 to $70.00 effective July 1, 2006.

Article 22 – Performance Evaluations

- No change.

Article 23 – Personnel Records

- No change.

Article 24 – Discipline

- Requires agencies to forward a copy of all fines issued to OCB.
- Requires agencies to forward a copy of all grievance settlements relating to the issuance of fines to OCB (prior to Step 4).
- Requires OCB to maintain a database involving fines and share information with the Union quarterly.
- Adds a reduction in one (1) step to progressive discipline for employees.
- Clarifies employee's right to representation and any documentation during an investigatory interview.
- Deletes failure to appear for pre-disciplinary meeting results in the waiver of the right to a meeting.
- Requires steward and/or other union representative represent employee at pre-disciplinary meeting if the employee refuses or fails to attend.
- Establishes a process for conducting pre-disciplinary meetings for employees out on disability leave.
- Clarifies the Employer process of providing additional documents and/or witnesses prior to the pre-disciplinary meeting.
- Requires Union notification on any form of discipline imposed.
- Requires DAS to remove termination entry from EHOC if an employee is reinstated through an arbitration award.
- Requires employees having direct contact with parolees be randomly drug tested.
- Additional classifications added to Appendix M safety sensitive positions.

Article 25 – Grievance Procedure

- Establishes the use of speakerphones and/or teleconferencing to conduct grievance meetings.
- Requires the Union to notify OCB with arbitration committee, pre-arbitration review committee and discharge review committee results within fourteen (14) days of the meeting.
- Establishes a two hundred forty (240) day timeframe from mediation to arbitrate a grievance.
- Requires that proficiency tests and other assessments shall only be release to Union designees not employed by the State of Ohio, to maintain security and integrity of the test.
- Requires the Union to represent the employee at mediation, expedited arbitration, non-traditional arbitration or arbitration or withdraw the grievance if the employee refuses or fails to attend.
- Establishes that a process needs to be created to expedite grievances under Article 17.

Article 26 – Holidays

- Clarifies who proclaims a holiday.
- Establishes a process that may require the employee working more than eight (8) hours a day to change their schedule during the week a holiday falls to five (5) eight (8) hour days.
- Clarifies holiday pay is for the number of hours an employee is normally scheduled to work.
- Pro-rates holiday pay for part-time employees.
- Establishes that employees who call off sick the day of, the day before or the day after a holiday forfeits their holiday pay.

Article 27 – Personal Leave

- Specifies when employees are credited their eight (8) hours of personal leave.
- Requires personal leave used on the day before Thanksgiving Day, Christmas Day, New Year's Day Memorial Day and Independence Day be submitted at least seven (7) days in advance for employees at MH, MRDD, DYS and OVH.

- Establishes 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 28 – Vacations

- Deletes Employer requirement to mail employees paychecks while on vacation due to mandatory direct deposit under Article 36, Section 36.09.
- Establishes 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 29 – Sick Leave

- House keeping changes due to OAKS.
- Establishes sick leave is not available for use until it appears on the employee's earnings statement and on the date the funds are made available.

Article 30 – Other Leave with Pay

- Establishes process for employees to receive the pay differential between their military salary and state salary as provided under ORC 5923.05 (C).
- Excludes employees being granted leave with pay to testify as a result of secondary employment outside the State.

Article 31 – Leaves of Absence

- Clarified the Employer's position on the granting of unpaid leaves of absence for union officers, pregnant employees, and extended illness.

Article 32 – Travel

- Increases mileage reimbursement to forty cents ($.40) for personal vehicle and thirteen cents ($.13) for motorcycles effective March 1, 2006.
- Increases reimbursement room rate for In-State Travel to eighty ($80.00) and meal expenses to forty ($40.00) effective July 1, 2006.

Article 33 – Uniforms and Tools

- No change.

Article 34 – Service Connected Injury and Illness

- No change.

Article 35 – Disability Benefits

- Clarifies eligibility to receive disability benefits for full-time employees with one (1) year of continuous state service.
- Establishes criteria an employee must meeting to be eligible for disability leave benefits.
- Clarifies conditions precluded under ORC 123:1-33-14.
- Requires that applications for disability benefits based on diagnosis of mental disorder must be confirmed by a licensed mental health provider authorized by the Employer's mental health administrator.
- Requires disability benefits to be paid at 70% of employee's base rate of pay for the first three (3) months and decreases benefits paid for the next nine (9) months to 50%.
- Establishes a lifetime maximum of twelve (12) months.
- Grandfathers' utilization of disability leaves prior to March 1, 2006 to not count against the newly established lifetime maximum.
- Establishes process for disability separations and denial of reinstatement to be an exclusive subject of appeal through SPBR.

- Establishes that employees are not eligible for disability benefits while the subject of an investigation.
- Establishes process for notifying DAS of an employee under investigation and making submission for disability benefits.
- Allows DAS to hold disability payments in abeyance until the investigation has completed.

Article 36 – Wages

- Provides general wage increases of 3% effective July 1, 2006, 3.5% effective July 1, 2007 and 3.5% effective July 1, 2008.
- Increases Position Description Questionnaire (PDQ) survey completion to one hundred eighty (180) days.
- Allows mutually set timelines for classification exceeding two hundred (200) incumbents.
- Allows parties to minimize or eliminate the number for holding classifications.
- Establishes process for mandatory Electronic Fund Transfer (EFT).

Article 37 – Workforce Development

- Dissolves Workforce Development Fund 5D7 effective June 30, 2006.
- Ceases new applications for computer loans effective January 27, 2006.
- Ceases new applications for tuition vouchers effective February 28, 2006.
- Establishes process for Union's full assumption of the obligation to provide benefits described in Section 37.03.
- Establishes the conveyance of a single lump sum payment of $1,500,000 no later than July 15, 2006 to the Union for settlement of all claims.
- Establishes process to transfer fund administration from DAS to the Union.
- Requires existing employee computer loan balances to be repaid under the current payroll deduction arrangement.
- Establishes the Employer monthly contribution to OCSEA Workforce Development Fund of nineteen ($19.00) per bargaining unit member in active pay status effective July 1, 2006.
- Saving provided to the Employer is $0.041.
- Requires OCSEA to provide the DAS Finance Officer a full and accurate accounting of the Fund by an independent outside auditor using GAAP Accounting Principles.
- Allows for the release time of bargaining unit employees serving as trustees to the OCSEA Workforce Development Fund.

Article 38 – Technological Change

- No change.

Article 39 – Sub-Contracting

- No change.

Article 40 – Indemnification

- No change.

Article 41 – No Strike/No Lockout

- Existing language replaced with broadened and specific no strike/no lockout provisions.

Article 42 – Savings

- No change.

Article 43 – Duration

- Establishes a three-year contract.
- Reduces Union bargaining team to twenty-one (21).
- Requires mandatory review of all MOU's, amendments, Letters of Intent or any other mutually agreed provisions to be reviewed by the parties.
- Establishes expiration date for all MOU's, amendments, Letters of Intent or any other mutually agreed provisions at the end of this new Agreement.
- Deletes Ratification/Contract Finalization Payment.

Article 44 – Miscellaneous

- Deletes the Employer's collective bargaining obligation regarding mandatory subjects of bargaining during the term of a collective bargaining agreement.
- Establishes the Employer's sole discretion in modifying practices and rules.
- Establishes that no state employee has an expectation of privacy while on paid time.
- Defines institutions as a facility at MH, MRDD, DR&C, DYS and OVH for purposes of closure resulting in the layoff of employees.

Appendix A – I - Classifications

- House keeping changes.

Appendix J- Geographic Jurisdictions

- Some modified jurisdictions.
- House keeping changes.

Appendix K – Guidelines for Occupational Injury Leave

- No change.

Appendix L – Pay Ranges

- Updated to reflect 3% wage increase effective July 1, 2006, 3.5% wage increase effective July 1, 2007 and 3.5% wage increase effective July 1, 2008.

Appendix M – Drug-Free Workplace Policy

- Outlines parameters used for Rebuttable Presumption testing.
- Requires employees having direct contact with parolees be randomly drug tested.
- Adds seventeen (17) new classifications as Safety Sensitive Positions subject to random drug testing.

Appendix N – MOU-Work Areas

- No change.

Appendix O – Alphabetical Classification List

- House keeping changes.

Appendix P – Unit Specific Agreements

- Establishes a Voluntary Cost Savings Program with OCB approval.

Appendix Q – Agency Specific Agreements

- Some modified agreements

Preamble

"PREAMBLE"

The language in the Preamble continues unchanged from the previous Contract.

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

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

Instructions: *If Management is not working with the Union to solve a problem, cite the Preamble on the grievance form to remind Management to work together harmoniously.*

Article 1

ARTICLE 1 - RECOGNITION

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

1.01 - Exclusive Representation

The Employer recognizes the Union as the sole and exclusive bargaining representative in all matters establishing and pertaining to wages, hours, and other terms and conditions of employment for all full and part-time employees (excluding temporary, interim, intermittent and seasonal employees, except bargaining unit employees serving in an interim position) in the classifications included in certifications of the State Employment Relations Board (SERB).

These classifications include those listed in Appendices A-H (bargaining units 3, 4, 5, 6, 7, ~~8,~~ 9, 13 and 14). Any classifications added to the units shall be added to the appendices as though originally included.

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

Explanation: *The classifications in Unit 8 have been accreted to Unit 4.*

1.02 - Inclusion/Exclusion of Existing Classifications

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

1.03 - Fiduciary Positions

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

Explanation: *The Union has forty-five (45) days to respond to a request to obtain a fiduciary exemption.*

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

1.04 - Inclusion/Exclusion of New Classifications

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

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

Explanation: *Parties must file a joint petition when classifications are developed for the bargaining unit covered by this Agreement.*

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

1.05 - Bargaining Unit Work

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

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

In addition, supervisory employees shall only do bargaining unit work under the following circumstances: in cases of emergency; when necessary to provide break and/or lunch relief; to instruct or train employees; to demonstrate the proper method of accomplishing the tasks assigned; to avoid mandatory overtime; to allow the release of employees for union or other approved activities; to provide coverage for no shows or when the classification specification provides that the supervisor does, as a part of his/her job, some of the same duties as bargaining unit employees.

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

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

Article 2

ARTICLE 2 - NON-DISCRIMINATION

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

2.01 - Non-Discrimination

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

The Employer may also undertake reasonable accommodation to fulfill or ensure compliance with the Americans with Disabilities Act of 1990 (ADA) and corresponding provisions of Chapter 4112 of the Ohio Revised Code. Prior to establishing reasonable accommodation which adversely affects rights established under this Agreement, the Employer will discuss the matter with a Union representative designated by the Executive Director.

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

Arbitration Awards:

OCB #826	*Arbitrator Nelson: Class Action on Grooming Policy; DR&C, 11/20/92.*
OCSEA #474	*Arbitrator Nelson held that DR&C's grooming policy, which provided for different rules for male and female employees, was not discriminatory.*
OCB #1090	*Arbitrator Pincus: Grievant Perez Garner; Youth Services, 11/13/95.*
OCSEA #590	*Arbitrator Pincus determined that there was just cause to terminate the employee. In order to qualify for FMLA, ADA, or any leave under the collective bargaining Agreement, the employee had an obligation to notify the employer. Because the Grievant failed to meet the requisite notification requirements, he did not qualify for any of the leaves. In the absence of a contractual requirement for the Employer to provide leave, the Arbitrator stated that he was without authority to go outside the provisions set forth in the collective bargaining Agreement and order the Employer to grant leave to the Grievant to cover his absence. Therefore, the Grievant abandoned his job.*
OCB # 1673	*Arbitrator Murphy: Grievant Donald Miles: Dept. of Health, 6/23/03. Arbitrator Murphy found that the language in Article 2.01 does not incorporate by reference language that the Employer is required to comply with the ADA, a grievance stating an alleged violation of the ADA is not cognizable under the arbitration provisions of the contract.*

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

2.02 - Agreement Rights

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

2.03 - Equal Employment Opportunity/Affirmative Action

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

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

ARTICLE 3 - UNION RIGHTS

3.01 - Access

It is agreed that the Agencies covered by this Agreement shall grant reasonable access to stewards, professional union representatives and chapter officers, defined to include President and Vice President, for the purpose of administering this Agreement. The Employer may provide a representative to accompany a non-employee union representative where security or treatment considerations do not allow non-employee access.

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

3.02 - Stewards

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

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

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

It is understood that the release of stewards is for contract administration purposes. Reasonable diligence will be exercised by stewards in performing their duties so that they do not interfere with the operational needs of the Employer. **The parties agree that where a bargaining unit member is unable or unwilling to represent his/her own interest(s), a designated steward shall be provided with all necessary documentation regarding the issue and will stand in the place of the member as their Union representative.** Stewards and/or union representatives requiring release time for contract administration purposes, shall follow procedures outlined in Section 25.0~~6~~7 of the Agreement before leaving their work location. Stewards shall contact the supervisor or designee of an area to be visited and shall secure the signature of that supervisor or designee.

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

Explanation: *This language change was driven by delays in the Administrative Investigation, Pre-Disciplinary and grievance processes due to not having stewards on location or on shift.*

Instructions: *In all processes except in investigatory interviews when a Union member refuses to represent his/her interest, give all documentation regarding the issue to the designated Union Representative and they will stand in place of the member.*

3.03 - Union Activities

Employees who are members of a Labor-Management Committee, Health and Safety Committee or other committees established in this Agreement shall, after giving reasonable notice to their supervisor, be permitted to attend such meetings. Unless mutually agreed otherwise, such meetings will be held during normal working hours. Time off shall include any time needed to travel to the committee meeting except that no overtime will be paid if the travel time extends beyond the normal work day. Reasonable time, not to exceed one (1) hour, shall be allowed during work hours of members of any committee established by this Agreement to caucus immediately before the meeting. Employee participation in grievance meetings shall be pursuant to Article 25.

3.04 - Meeting Space

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

3.05 - Bulletin Boards

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

3.06 - Mail Service

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

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

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

Instructions: *Please note that the use of these technologies is limited to Stewards and Officers for the purpose of contract enforcement, interpretation and grievance processing. The language change in this Section is made for the specific purpose of ensuring that grievances are not solicited. Any use that deviates from the limitations of this Article are prohibited.*

3.07 - Union Orientation

Where the Employer has a structured employee orientation program, the Union shall be permitted to make a presentation not to exceed thirty (30) minutes in duration regarding the Union. The Employer will notify the Union of newly hired employees at reasonable intervals, but no later than before a scheduled orientation session.

3.08 - Information Provided to the Union

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

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

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

3.09 - Printing of Agreement

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

3.10 - Union Leave

A. Mandatory Release

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

AFL-CIO Conference/Convention
AFSCME Convention
AFSCME Health and Safety Meeting
AFSCME International 21st Century Meeting
AFSCME International Corrections United Conference
AFSCME International Women's Conference
AFSCME Nurse Advisory Conference
AFSCME Women's Committee
Board Election Petition Review Committee
Board Elections Committee
Board Structure Committee
Board Budget Committee
Coalition of Black Trade Unionist Conference
Constitution Committee
Convention Credentials Committee
DR&C Assembly
DYS Assembly

Executive Board Meeting
Fairshare Committee
MH/MR/OVH Assembly
Negotiations Team Election Meeting
OCSEA AFSCME Biennial Convention
OCSEA Board Election Count
OCSEA Board of Directors (with pay)
OCSEA Board of Directors Finance Committee
OCSEA Board of Directors Governmental Affairs
OCSEA Board of Directors Membership and Public Relations Committee
OCSEA Board of Directors Local Government Committee
OCSEA Board of Directors Judicial and Internal Affairs Committee
OCSEA Board of Directors Committee for Minority and Community Affairs
OCSEA Board of Directors Women's Action Committee
OCSEA Board of Directors Education Committee
OCSEA Board of Directors Professional Advisory Committee
OCSEA Veteran's Advisory Committee
OCSEA Convention Committee(s)
OCSEA Stewards Academy
Presidents Conference
State AFL-CIO Executive Board Meeting
State Board Committee
Statewide Leadership Conference
Statewide Strategic Planning Committee
Statewide Strategic Planning Oversight Committee
Statewide Structure Committee
Workforce Development Quarterly Fund Meetings and Conferences

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

B. Discretionary Release

Any committees, meetings, conferences, etc. not specifically listed above may be approved for time off without pay upon approval by OCB. Leave requests under this section shall be submitted in writing no less than seven (7) days in advance, except where circumstances make such notice impossible. Any grievance under this section shall be filed at Step 5 to be arbitrated as soon as possible.

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

~~A reasonable number of local union representatives at any one time shall be allowed time off without pay for union business for state or area-wide meetings called by OCSEA, AFSCME Local 11 or its affiliates or state conventions or conferences called by OCSEA, AFSCME Local 11 or AFSCME and the state AFL-CIO annual convention or AFSCME international conventions, provided such representative shall give reasonable notice to his/her supervisor prior to such absence. However, with regard to state or area-wide meetings, leave requests may be~~

~~limited for up to two (2) local union representatives from the same office, institution or division within a county. Leave requests shall not be unreasonably denied. If there is a denial, OCB shall promptly, at the earliest possible occasion, provide the Union with a written rational for the denial. The Union shall provide five (5) calendar days advance written notice to the Office of Collective Bargaining for state conventions or conferences or state AFL-CIO annual convention or AFSCME International Conventions. The Union shall provide seven (7) calendar days advance written notice to the Office of Collective Bargaining for all other absences pursuant to this section, except where circumstances make such notice impossible, in which case the Union shall provide as much advance notice as practicable. Any grievance under this Section shall be filed at Step 5 to be arbitrated as soon as possible.~~

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

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

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

Explanation: *Changes to this section make it clear what Union Committees receive time off with pay or without pay for union business. OCSEA Board of Directors meeting with pay is limited to six (6) times per year. With a seven (7) day notice the Union may request additional time off for Committees, meetings or conferences. That request may be approved by OCB.*

Instructions: *Where possible OCSEA shall give a seven (7) day notice.*
The OCSEA President shall, and one person appointed by the President of OCSEA may, be released and placed on fulltime administrative leave.

Effective Date: *March 1, 2006*

3.11 – Union Requests for Time Off

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

The Union shall provide a list of attendees and the hours released for relevant release time requested pursuant to Section 3.10 and Article 43. However, this requirement is not applicable to joint committee meetings with labor and management attendees; e.g., RWAC, Benefits Trust, Workforce Development and JHCC.

3.12 - Union Offices

Where the Union currently has designated offices in any facilities or institutions, such practice will continue during the term of this Agreement. No new or additional union offices will be provided to the Union at any other state facilities.

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

ARTICLE 4 - CHECKOFF

4.01 - Dues Deduction

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

The Employer will also deduct bi-weekly voluntary contributions to the Union's political action committee (P.E.O.P.L.E upon receipt of a voluntary written individual authorization from any bargaining unit employee on a form mutually agreed to by the Union and the Employer.

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

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

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

4.02 - Fair Share Fee

Any bargaining unit employee who has served sixty (60) days and who has not submitted a voluntary membership dues deduction authorization form to the Employer shall, within thirty (30) calendar days following the effective date of this Agreement as a condition of continuing employment, tender to the Union a representation service fee. The amount shall not exceed the dues paid by similarly situated members of the employee organization who are in the bargaining unit. The Union shall continue to provide an internal rebate procedure which provides for a rebate of expenditures in support of partisan politics or ideological causes not germane to the work of employee organizations in the realm of collective bargaining.

When an employee enters the bargaining unit for any reason, the Employer shall notify the employee of this Article and provide the employee the appropriate deduction forms. Fair share fee deductions shall begin after sixty (60) days of service.

4.03 - Maintenance of Membership

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

4.04 – Religious Accommodation Pursuant to Title VII

An employee may file notice with the Union, at its Central Office, challenging the deduction of dues or fair share fees on the basis of bona fide, sincerely held religious beliefs under Title VII. The notice must contain a current mailing address and the social security number of the employee. Upon receipt of said notice, the Union shall notify the Office of Collective Bargaining (OCB) in writing, that the dues or fair share fees of the employee are to be placed into escrow until further notice. The Union shall forward an "Application for Religious Exemption" to the employee for completion.

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

The arbitrator shall analyze the claim in accordance with the standards of Title VII and all applicable case law. If the arbitrator determines that the employee(s)' application is consistent with Title VII, the arbitrator shall direct that the appropriate portion of the dues or fair share fee attributable to the employee be directed to a non-religious charitable organization mutually agreed upon between the employee and the Union. If the arbitrator determines that the application is not consistent with Title VII, then the application shall be dismissed. Any accommodation shall comply with Title VII. The Union shall forward a copy of the arbitration decision to OCB in order to release the escrowed funds and any future dues or fair share fees of the affected employee in compliance with the decision and this section.

Explanation: *This language provides a mechanism for employees who object to paying union dues based on bona fide, sincerely held religious beliefs. Employees must notify the Union, who then must notify OCB. Upon receipt of the Union's notice, OCB shall inform DAS Payroll, who will continue to withhold the employee's dues, but will not remit to the union. Upon completion of the appeal process, the Union shall notify OCB. OCB shall notify DAS Payroll to release the escrowed funds to the Union to be disbursed pursuant to the resolution. The State's only role in this process is withholding the dues from OCSEA until resolution of the appeal. (Reference: United States of America and Glen Greenwood v. State of Ohio, et al, Case No. C5-CV-799 United States Equal Employment Opportunity Commission and Glen Greenwood v. Ohio Civil Service Employees Association, AFSCME, Local 11, AFL-CIO, et al Case No. 05-CV-881)*

Instructions: *Employees must file their objection with OCSEA at its central office. Only after an objection is properly filed and forwarded to OCB will OCB notify DAS Payroll. Questions should be referred to OCB.*

4.045 - Indemnification

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

Article 5

ARTICLE 5 - MANAGEMENT RIGHTS

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

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

Additionally, the Employer retains the rights to: 1) hire and transfer employees, suspend, discharge and discipline employees; 2) determine the number of persons required to be employed or laid off; 3) determine the qualifications of employees covered by this Agreement; 4) determine the starting and quitting time and the number of hours to be worked by its employees; 5) make any and all rules and regulations; 6) determine the work assignments of its employees; 7) determine the basis for selection, retention and promotion of employees to or for positions not within the bargaining unit established by this Agreement; 8) determine the type of equipment used and the sequences of work processes; 9) determine the making of technological alterations by revising the process or equipment, or both; 10) determine work standards and the quality and quantity of work to be produced; 11) select and locate buildings and other facilities; 12) transfer or sub-contract work; 13) establish, expand, transfer and/or consolidate, work processes and facilities; 14) consolidate, merge, or otherwise transfer any or all of its facilities, property, processes or work with or to any other municipality or entity or effect or change in any respect the legal status, management or responsibility of such property, facilities, processes or work; 15) terminate or eliminate all or any part of its work or facilities.

Explanation: *This article defines the relationship between the express terms of the collective bargaining agreement and the rights of the Employer. Simply put, unless specifically addressed otherwise by way of a limiting term or condition in the Agreement, the Employer has the control of the workplace and exclusive right to direct the workforce. Items one (1) through fifteen (15) serve to illustrate with specificity the types of rights the Employer has unless otherwise limited.*

Instructions: *Whenever an agency is contemplating a major change in its operations, physical plant, mission, or manner in which employees perform work etc., consultation with OCB is necessary in advance. While such a change or exercise of rights contained in this article are in all likelihood permissible, notice and implementation considerations must be incorporated prior to the change. OCB needs to review such matters to ensure a standard and consistent application of this language.*

Article 6

ARTICLE 6 - PROBATIONARY EMPLOYEES

6.01 - Probationary Periods

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

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

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

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

The performance of each employee within the Department of Rehabilitation and Correction and the Department of Youth Services shall be reviewed at least every ~~two (2)~~ **four (4)** months during the probationary period.

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

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

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

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

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

Explanation: *The language regarding probationary periods for different types of employee movements has been placed in separate sub-sections for clarity. Employees within DYS and DR&C will serve a 180-day probationary period. (Please note that step increases continue at 120 or 180 days under Section 36.06. Probationary step movement is not affected by the freezing of step increases.) Effective March 1, 2006, this Sub-section also establishes in DR&C and DYS that probationary employees will be reviewed every four (4) months.*

Language of this Section clarifies that an employee's probationary period shall be extended for the period of time the employee is on one of the listed types of leave.

Effective March 1, 2006, individuals hired in the Youth Leader classification in the Schools for the Deaf and Blind will serve a 12 month probationary period. These individuals will receive a step increase upon successful completion.

Instruction: *Employees who accept a lateral class change or demotion and serve a probationary period are not eligible to receive a step increase upon the conclusion of the probationary period. OAKS will automatically process unless the agency overrides.*

Arbitration Awards:

OCB Award # 1357
OCSEA Award #698

Arbitrator David M. Pincus: Grievant Carolyn Detty; DR&C; 3/29/99. Grievant was removed on the last day of her probationary period. Grievant was required to remain one-half hour after her last shift to receive her termination notice. Grievant's termination notice stated her removal would be effective on the day after the probationary period ended. Arbitrator Pincus held that the clear language of the contract defined the probationary period in terms of ***days*** *rather than shifts. Arbitrator Pincus also held that the Grievant had notice that she was being removed on the last day of her probationary period, notwithstanding the information contained in her termination notice.*

Effective Date: *March 1, 2003*

B. Lateral Transfer within the Same Classification

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

Explanation: *The language regarding probationary periods for different types of employee movements has been placed in separate Sub-sections for clarity.*
This Sub-section clarifies that employees accepting lateral transfers within the same classification may be required to serve a trial period. Employees maintain the right to return during the trial period to their previous position. The Employer also maintains the right during the trial period to return the employee to the previous position, if the employee fails to perform to the Employer's satisfaction.

Effective Date: *March 1, 2003*

C. Demotion

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

Explanation: *The language regarding probationary periods for different types of employee movements has been placed in separate sub-sections for clarity.*
This Sub-section clarifies that employees accepting a demotion may be required to serve a trial period. Employees maintain the right to return during the trial period to their previous position. The Employer also maintains the right during the trial period to return the employee to the previous position, if the employee fails to perform to the Employer's satisfaction.

Effective Date: *March 1, 2003*

D. Inter-Agency Transfer

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

Instruction: *Employees who accept a lateral class change or demotion and serve a probationary period are not eligible to receive a step increase upon the conclusion of the probationary period.*

Explanation: *The language regarding probationary periods for different types of employee movements has been placed in separate sub-sections for clarity.*
Inter-Agency Transfers are defined in Article 17 as any movement to a different agency. This language clarifies that an employee moving to a new agency shall serve an ***initial*** *probationary period. If the employee does not satisfactorily complete the probationary period, the Employer may remove the employee. As with new hires, an inter-agency transfer probationary removal cannot be grieved.*
Only employees who accept an inter-agency transfer to a higher pay range will be eligible to move to the next higher step at the end of the probationary period.
Employees requesting Inter-Agency Transfers shall be permitted to transfer applicable leave balances to their new agencies (i.e. sick, vacation and personal leave). Compensatory time does not transfer upon an Inter-Agency Transfer.

Effective Date: *March 1, 2003*

E. Cross-Collective Bargaining Agreement Rights

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

Explanation: *The language regarding probationary periods for different types of employee movements has been placed in separate sub-sections for clarity.*
The language of this Sub-section addresses the conflict-of-agreements question that arises when employees transfer in from positions covered by other Collective Bargaining Agreements ("CBA's"). This sub-section makes clear that the OCSEA contract prevails and employees entering a position within OCSEA shall serve an ***initial*** *probationary period. If the employee does not satisfactorily complete the probationary period, the Employer may remove the employee. As with new hires, a cross-collective bargaining agreement transfer probationary removal cannot be grieved.*
Only employees who accept a cross-collective bargaining agreement transfer to a higher pay range will be eligible to move to the next higher step at the end of the probationary period.

Effective Date: *March 1, 2003*

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

A temporary, intermittent, interim, funded position under a Welfare to Work Initiative or seasonal employee who becomes a permanent employee in the same agency, classification and job duties will be credited with ~~their~~ time served~~,~~ **if it is connected to their permanent appointment,** but no more than one-half (1/2) the length of the probationary period for that classification.

Explanation: *Effective March 1, 2006, employees serving in a temporary, intermittent, interim, position under Welfare to Work Initiative or seasonal appointment category will be credited with one-half (1/2) the length of the probationary period towards an appointment to a permanent position. The permanent appointment must immediately proceed the ending of a temporary, intermittent, interim, position under Welfare to Work Initiative or season appointment. For example: employee currently appointed as a temporary in the classification of clerk 2 and has worked sixty (60) days, accepts a permanent appointment in the classification of clerk 3. The temporary appointment ends on the last day of the pay period. The permanent appointment begins on the first day of the next pay period. This employee will be credited sixty (60) days towards the one hundred twenty (120) day probationary period.*

ARTICLE 7 - OTHER THAN PERMANENT POSITIONS

7.01 - Temporary Positions

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

Instructions: *Agencies should not use temporary positions to avoid filling permanent full-time or permanent part-time positions. Sixty days provides agencies with sufficient time to move through the posting and selection process. It is not an excuse to abuse the use of temporary appointment types.*

7.02 - Interim Positions

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

B. Internal Interim Appointments to Non-Bargaining Unit Positions
Bargaining unit employees may receive internal interim appointments to positions that are not covered by this Agreement; and shall be compensated as a temporary working level. Such employees will be considered members of the bargaining unit for the duration of the interim assignment, but shall not represent either the Employer or the Union in labor-management issues or the administration of this Agreement while holding the interim appointment.

Explanation: *This language clarifies the TWL processes for interim appointments. Internal interim appointments are paid as a TWL.*

Instructions: *Employees serving internal interim assignments in other bargaining units or as exempts are not to administer the labor agreement on behalf of the Employer. This means that they may not conduct investigatory interviews, pre-disciplinary meetings, employee evaluations, grievance meetings, respond to grievances or other duties normally performed by a supervisor. They may give limited directions to other employees such as would a lead worker. They may also make written reports and recommendations to a supervisor regarding the conduct of other bargaining unit employees.*

7.03 - Intermittent Positions

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

~~twelve (12) month period~~ **fiscal year**. The Employer agrees not to use intermittent positions to avoid filling permanent full-time positions. The allocation and use of intermittent positions shall be an appropriate subject for the Labor-Management Committee.

Instructions: *Effective July 1, 2006, the one thousand (1000) hour allotment for intermittent positions will be calculated for the fiscal year.*
An intermittent employee, upon completion of the probationary period, is eligible for and will receive a step increase. If, after receiving the step increase as an intermittent, the employee is changed to permanent status, the employee must serve up to one-half (1/2) of the probationary period. The employee will not be eligible for an additional step at the end of this probationary period. The employee will receive the next step increase upon completion of twenty-six (26) pay periods from the original probationary step increase as an intermittent employee.
If the intermittent employee has not received a probationary step increase when he/she is changed to permanent status, the employee must complete probation and will receive the step increase at the end of probation. The next step increase will be granted twenty-six pay periods later.

7.04 - Seasonal Employees

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

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

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

Explanation: *The language of this Section clarifies how non-permanent appointment types are paid.*

Instructions: *An employee serving in a non-permanent appointment type is to be paid at the step rate of the classification as though he/she were a permanent employee. For example, when such an employee has sufficient service credit equal to having passed probation, the employee should receive a step increase. When such an employee has sufficient service credit to equal one additional year of service from the first step increase, the employee should receive a second step increase.*

7.06 - Seasonal, Intermittent, Interim, Temporary Overtime

Overtime that is available when seasonal, intermittent, temporary and interim employees are on staff shall first be offered to permanent employees **pursuant to Section 13.07**.

Explanation: *Effective March 1, 2006, overtime that is available when seasonal, intermittent, temporary and interim employees are staffed at an agency will follow Article 13, Section 13.07 and offered to those "who normally perform the work."*

7.07 - Welfare to Work Initiative Participants

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

7.08 - Work Scheduling

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

7.09 – Project Employees

Project Employees are an appropriate topic for labor/management committees.

Explanation: *This language permits agencies to explore with the Union the use of Project Employees.*

Instructions: *Agencies must contact OCB for assistance before entering into discussions regarding the use of Project Employees. OCB will provide model language to be used.*

7.10 – Temporary Working Level Pay Supplements

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

Arbitration Awards:

OCB #1621
OCSEA #813

Arbitrator Graham: OCSEA and ODJFS; 11/20/02. Article 7.10 permits the Employer to temporarily assign employees to vacant positions, so long as the assignment does not exceed 120 days. The Article is silent as to how long an employer can temporarily assign an employee to an exempt position. The Arbitrator concluded that the phrase "All temporary working level assignments" in section 7.10 meant all assignments, regardless of which bargaining unit the position is assigned, can only be filled for 120 days unless the Union and Employer mutually agree to extend the temporary working level position.

Instructions:

Employees receiving TWL pay supplements may not be paid higher than the top step of the pay range assigned.

ARTICLE 8 - LABOR-MANAGEMENT COMMITTEES

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

8.01 - Agency Committees

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

8.02 - Committee Purpose and Agenda

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

A. Discuss the administration of this Agreement;
B. Notify the Union of changes contemplated by the Employer which may affect bargaining unit employees;
C. discuss the future needs and programs of the Employer;
D. Disseminate general information of interest to the parties;
E. Give the union representatives the opportunity to discuss the views of bargaining unit employees and/or make suggestions on subjects affecting those employees;
F. Give the parties the opportunity to discuss the problems that give rise to outstanding grievances and to discuss ways of preventing contract violations and other workplace conflicts from occurring. (the parties agree that the discussion of individual grievances is not an appropriate topic for Labor/Management committees);
G. Proposed work rules will be an appropriate subject for discussion; and
H. Such other items as the parties may mutually agree to discuss. All committees will be co-chaired by a Union and an Employer representative. The agenda for each meeting shall be jointly prepared by the co-chairpersons in advance of the meeting. The parties are committed to a timely completion and distribution of the minutes. The minutes shall not be construed as constituting a binding agreement or negotiations between the parties.

8.03 - Time Off

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

8.04 - Labor-Management Relations

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

8.05 – Joint Information Technology (IT) Committee

The parties shall each appoint four (4) members to a committee to review, discuss and examine the information technology environment as it applies to the state system. Topics such as, but not limited to, classifications, job groupings, career paths, education and skill sets that are necessary to meet the information technology services needs of state agencies may be examined. The committee shall meet as often as mutually determined that there is a need.

Explanation: *This Sub-section was added to address the particular issues surrounding the information technology environment.*

Effective Date: *March 1, 2003*

ARTICLE 9 - OHIO EMPLOYEE ASSISTANCE PROGRAM

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

9.01 - Joint Promotion

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

Instructions: *Agency personnel should be aware, if they are not already, that family members of bargaining unit employees are entitled to the counseling and referral services of the Ohio Employee Assistance Program. The telephone numbers of the Ohio EAP are (614) 644-8545 and 1-800-221-6327.*
Ohio EAP will be the primary program used in agencies covered by this Agreement.

9.02 - Ohio EAP Advisory Committee

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

9.03 - Ohio EAP Steward Training

The Employer agrees to provide orientation and training about the Ohio EAP to union stewards. To the extent practical, the Ohio EAP shall conduct such training in all agencies at least once every twenty-four (24) months, and the training will be conducted jointly with exempt employees. All new stewards shall receive Ohio EAP training within a reasonable time of their designation. Such training shall deal with the central office operation and community referral procedures. Such training will be held during regular working hours. Whenever possible, training will be held for stewards working second and third shifts during their working time.

Instructions: *Ohio EAP training will be conducted on an as-needed basis. Some agencies and facilities will need the training more than others depending on the number of new stewards.*

9.04 - Employee Participation in Ohio EAP

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

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

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

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

Explanation: *This section requires employees to sign appropriate releases of information when the Employer agrees to defer discipline. This should eliminate the problem of employees refusing to provide the Employer with information regarding their compliance or non-compliance with the Program.*

Instructions: *Ensure that the proper form is used for the EAP Participation Agreement found on the Ohio Employee Assistance Program (OEAP) Web site:* ***http://das.ohio.gov/hrd/eap/index.htm****. Be sure that this is the form that is used when the Employer enters into an EAP Agreement with a bargaining unit employee. Agency questions concerning the use of an EAP Agreement should be directed to the agency's OCB Labor Relations Specialist. Union questions should be directed to Chapter Officials.*

Article 10

ARTICLE 10 - CHILD CARE

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

10.01 - Child Care Expenses Reimbursement Program

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

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

B. Verification

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

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 $1000.00.

D. Proration

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

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

Explanation: *This Article assures that the programs provide employees with a tax free benefit pursuant to IRS regulations, and provide the Employer with an effective means to verify certain reporting requirements from employees.*

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

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

Once the maximum reimbursement has been determined, the amount of actual expenses will be reviewed and a voucher will be issued.

10.02 - Dependent Care Spending Account Program

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

A. It is in accordance with Sections 129 and 125 of the Internal Revenue Service Code as amended and other applicable law;
B. It assists in paying the expenses of caring for a dependent child or adult for whom care must be provided in order for the employee to work;
C. All permanent full-time and permanent part-time employees are eligible to participate;
D. The program has an annual open-enrollment period.

10.03 - Communication of Programs to Employees

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

Article 11

ARTICLE 11 - HEALTH AND SAFETY

11.01 - General Duty

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

Explanation: *This language requires the Employer to consider ergonomics when selecting and purchasing new products.*

Instructions: *Agencies must inform all Purchasing Agents of the requirement to consider ergonomics when purchasing new equipment.*

11.02 - Personal Protective Clothing and Equipment

Personal protective clothing and equipment required by the Agency to preserve the health and safety of employees shall be furnished and maintained by the Agency without cost to employees. The Agency may initially purchase other clothing items without assuming any further responsibility to maintain those same items, except as specifically required by law and this Agreement. Disposable gloves, disinfectant, and mouth pieces will be accessible to employees while directly caring for patients, residents, clients, inmates or youth.

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

11.03 - Unsafe Conditions

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

No employee shall be required to operate equipment that any reasonable operator in the exercise of ordinary care would know might cause injury to the employee or anyone else. An employee shall not be subject to disciplinary action by reason of his/her failure or refusal to operate or handle any such unsafe piece of equipment. In the event that a disagreement arises between the employee

and his/her supervisor concerning the question of whether or not a particular piece of equipment is unsafe, the Agency/Facility safety designee shall be notified and the employee shall not be required to operate the equipment until the Agency/Facility safety designee has inspected said equipment and deemed it safe for operation.

An employee shall not be disciplined for a good faith refusal to engage in an alleged unsafe or dangerous act or practice which is abnormal to the place of employment and/or position description of the employee. Such a refusal shall be immediately reported to an Agency/Facility safety designee for evaluation. An employee confronted with an alleged unsafe situation must assure the health and safety of a person entrusted to his/her care or for whom he/she is responsible and the general public by performing his/her duties according to Agency policies and procedures before refusing to perform an alleged unsafe or dangerous act or practice pursuant to this Section.

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

11.04 - Workplace Violence

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

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

Instructions: *In 1997, the State promised that health and safety committees would be activated in every agency. This practice will be continued throughout this Agreement. Policies that impact employee health and safety will necessarily be reviewed with the local union, and will probably be referred to the health and safety committee for input.*

Agency Representatives may contact the Department of Administrative Services, Human Resources Division, Office of Policy Development for assistance with policy development.

Workplace violence shall be discussed at Agency Health and Safety Committee meetings.

11.05 - Communicable Diseases

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

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

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

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

Explanation: *This is a housekeeping language change made to reflect agency policy.*
Instructions: *The Employer pays only the costs incurred as a result of an initial positive reaction to a test.*

11.06 - The Right-to-Know About Toxic Substances

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

11.07 - First Aid and C.P.R

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

In addition to those employees currently required, all direct care and custody staff within the Department of Rehabilitation and Correction (DR&C) and Department of Youth Services (DYS) shall be required to be certified and maintain said certification in C.P.R. and shall have first aid training. In DR&C, within ninety (90) days or as mutually agreed to otherwise, the Agency Health and Safety Committee will review and make a recommendation on the appropriate equipment (including but not limited to masks, gloves, etc.) and distribution of such equipment to be provided for staff use. Management agrees that the mandatory training shall not be implemented until such time as the joint recommendation has been accepted. If no joint recommendation is made, the issue shall be put before an arbitrator, per Article 25, for resolution. The Health and Safety Committee will also review medical protocol(s) and policies related to staff exposure to blood and bodily fluids. The Health and Safety Committee will review and make recommendations on staff education and training regarding blood and bodily fluid exposure that may result from an employee providing C.P.R.

Explanation: *This language requires the direct care and custody staff at DR&C and DYS to obtain and maintain certification in C.P.R.*

Instructions: *The Employer shall provide training and appropriate equipment based on recommendations to be made by the Agency State-Wide Health and Safety Committee.*

11.08 - Video Display Terminals

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

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

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

Explanation: *Eliminates the independent requirement for the agency to pay for the annual eye exam under this article. Current benefit plans cover such exams.*

11.09 - Working Alone

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

11.10 – Asbestos

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

An employee who works in a state owned building who suspects the presence of friable asbestos should report the condition to his/her supervisor and to PERRP. PERRP will investigate the complaint and issue a report to the appropriate agency, to the employee, and to the appropriate Health and Safety Committee if such committee participated in the filing of the complaint. Any friable asbestos will be abated by the Employer.

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

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

Instructions: *The Public Employees Risk Reduction Program (PERRP) will investigate asbestos complaints and issue a report to the appropriate agency. Any friable asbestos shall be abated by the Employer.*

11.11 - Concern for Pregnancy Hazards

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

Explanation: *This language was entered into in an effort to get agreement on the alternate, comparable work that would /could be offered to a pregnant employee.*

Instructions: *When the Employer receives a doctor's recommendation that a pregnant employee isn't able to perform all of her duties, the Employer should meet/work with the union and make a good faith effort to provide alternative, comparable work at equal pay.*

11.12 - Health and Safety Committees

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

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

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

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

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

A. Meet on a definitely established schedule, but in no case more frequently than once a quarter, unless otherwise mutually agreed;
B. Arrange periodic inspections to detect, evaluate and offer recommendations for control of potential health and safety hazards including working alone situations;
C. Appoint members of the Union to accompany inspections;
D. Discuss Agency plans and policies for preventing workplace violence.
E. Receive copies of all accident and illness reports, lists of toxic materials and exposure records; when incident reports involve resident(s), client(s), patient(s), youth(s) and/or inmate(s), for purposes of confidentiality, a separate accident report will be prepared omitting the name(s) of the resident(s), client(s), patient(s), youth(s) or inmate(s);
F. Promote health and safety education; and
G. Maintain and review minutes of all Committee meetings.
H. The Employer will make available to agency Health and Safety Committees information regarding ergonomic requirements that can be used to make appropriate adjustments in existing workplace settings.

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

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

Explanation: *This language was agreed to because in many Agencies/Facilities, the same people serving on both committees.*

Instructions: *These committees may be combined by mutual agreement. A signed agreement would be the best long-term evidence of that agreement.*

11.13 - Physical Exams

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

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

Additionally, written results of any industrial hygiene measurements or investigations related to an employee's occupational exposure shall also be provided upon request of the employee or the Union. All physical examinations required by the Federal Aviation Administration for pilots shall be paid for by the State.

11.14 - Duty to Report

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

11.15 - Vehicle Inspection

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

11.16 - Water and Restroom Facilities

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

11.17 - Personal Property

Employees shall receive reasonable reimbursement for the cost of any personal property worn by the employee destroyed or damaged in the line of duty providing there is no finding of negligence on the part of the employee.

11.18 - Lounge Areas

Existing lounges shall be maintained by the Employer.

11.19 - Emergency Phone Use

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

Article 12

ARTICLE 12 - STAFFING CONCERNS

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

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

ARTICLE 13 - WORK WEEK, SCHEDULES AND OVERTIME

13.01 - Standard Work Week

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

Work days and days off for full-time employees who work non-standard work weeks shall be scheduled according to current practice or so that each employee shall have at least two (2) days off in any nine (9) day period. In addition, the Employer agrees to schedule each full-time employee with at least seventeen (17) weekends off per year in the Department of Mental Health, the Department of Mental Retardation and Developmental Disabilities and the Ohio Veterans Home. The parties may mutually agree to other scheduling arrangements than those specified in this Section.

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

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

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

13.02 - Work Schedules

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

For purposes of this Agreement, "work schedules" are defined as an employee's assigned work shift (i.e., hours of the day) and days of the week and work area. Work areas, for the Departments of Mental Health, Mental Retardation, Youth Services and the Ohio Veterans Home are governed by the August 31, 1987 Memorandum of Understanding between the Employer and the Union as set forth in Appendix N. Pick-A-Post Agreements shall remain in effect for the duration of this Agreement, unless otherwise mutually agreed and/or as modified in the agency specific agreements. It is agreed that work area schedules established under Pick-A-Post Agreements do not preclude the incidental, short-term assignment of an employee out of the work area to meet unforeseen circumstances, provided such assignments are not inconsistent with the provisions of Section 13.05.

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

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

The parties recognize that there are certain jobs which require non-standard work schedules. Such work schedules shall be for operational needs. The Employer shall notify the Union prior to the creation of any new non-standard work schedules. The Union may request a meeting with the

Employer to discuss the impact of such schedules. Non-standard work schedule assignments shall not be arbitrary or capricious.

Explanation: *This section recognizes the ability of the parties to change Pick-A-Post Agreements in Agency Specific negotiations.*
Language regarding a change of a posted schedule provides flexibility in scheduling.

Instructions: *The Employer may modify a twenty-eight (28) day schedule with a fourteen (14) day notice.*

13.03 - Meal Periods

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

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

Explanation: *Language in this section recognizes the parties' ability to agree to meal periods of less than thirty (30) minutes or more than one (1) hour.*

Effective Date: *March 1, 2003*

13.04 - Rest Periods

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

13.05 - Reassignments Within Institutions

A. Temporary reassignments, within institutions, may be required:
   1. To meet abnormal work loads;
   2. In the temporary absence of an employee where delay of the performance of duties would be unreasonable;
   3. Pending recruitment.

   Temporary reassignments under this Section shall not normally exceed **thirty (30)** ~~eighteen (18)~~ work days but under no circumstances exceed ~~sixty (60)~~ **ninety (90)** work days where it is in the best interest of the youth, client, resident, patient or inmate population not withstanding provisions of Section 24.05 or pending recruitment (unless mutually agreed to by the Union and the Agency). Reassignment shall be on a seniority basis within the work

area within the classification needed to provide the temporary coverage. Should more than one employee desire the available temporary reassignment, such reassignment shall be awarded on the basis of seniority, with the most senior employee being given first choice. Should no employee desire the reassignment, the least senior employee shall be reassigned first.

B. An emergency reassignment may be required. An emergency is defined as an infrequent, unexpected, rare occurrence; not an everyday event. In no event shall an emergency reassignment of any employee exceed eight (8) work days. Emergency reassignments shall be on a seniority basis within the classification needed within the work area most able to provide the emergency coverage. Should no employee desire the reassignment, the least senior qualified employee shall be reassigned first.
C. If a specific certificate, license, training and/or immunization is required for the reassignment, the Employer shall canvass those employees within the classification who meet these criteria in the order specified above.
D. When the Employer has advance knowledge of planned absences that will result in the reassignment of employees, then it will notify the affected employees of the reassignment as soon as possible.
E. The creation of additional float or relief positions is an appropriate topic for Labor/Management Committee meetings.

Explanation: *This section applies only to institutions.*
Reassignments of up to thirty (30) days may be made under the following circumstances: 1) To meet abnormal work loads; and 2) In the temporary absence of an employee where delay of the performance of duties would be unreasonable.
The Employer may make reassignments beyond thirty (30) days, but not more than ninety (90) days, where it is in the best interest of the customers served by institutional agencies. The Employer may also make reassignments up to ninety (90) days pending recruitment of a new employee.
Under Section 24.05, reassignments may be made when the employee is suspected of abuse, with the employee's consent. The ninety (90) day time limit in Section 13.05 does not apply to reassignments made because of suspected abuse.

Instructions: *Agencies should not confuse this ability to reassign with the provisions of Section 24.05, which continues to prohibit reassignments for other reasons.*

13.06 - Report-In Locations

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

Employees who must report to work at some site other than their normal report-in location, which is farther from home than their normal report-in location, shall have any additional travel time counted as hours worked.

Employees who work from their homes, shall have their homes as a report-in location. For all other employees, the report-in location shall be the facility to which they are assigned.

Arbitration Awards:

OCB #1585
OCSEA #796

Arbitrator Graham: OCSEA and Department of Health; 6/21/02. An Employee who works in the field is not automatically entitled to have the Employee's home designated as the Employee's report-in-site. The Employee must perform a substantial amount of work at home for the home to be considered the report-in-site. Loading and unloading equipment and receiving pages or cell phone calls do not qualify as a substantial amount of work.

13.07 - Overtime

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

Insofar as practicable, overtime shall be equitably distributed on a rotating basis by seniority among those who normally perform the work. The parties shall negotiate specific arrangements for implementation of these overtime provisions at the local or Agency level within ninety (90) days of the effective date of this agreement. Such arrangements shall include parameters regarding the distribution of mandatory overtime. Absent mutual agreement to the contrary, overtime rosters will be purged at least every twelve (12) months. Such arrangements shall recognize that in the event the Employer has determined the need for overtime, and if a sufficient number of employees is not secured through the above provisions, the Employer shall have the right to require employee(s) who normally perform(s) the work and who are listed on the lower one-half (1/2) of the seniority roster to perform said overtime. Such mandatory overtime shall be rotated among those employees who are listed on the lower one-half (1/2) of the seniority roster. In the event enough employees are not available, the Employer may require the least senior employee(s) available to work the overtime. Good faith attempts will be made to avoid the mandation of the same individual(s) consecutively. Assignment of mandated overtime hours is an appropriate topic for each Agency's Health and Safety Committee. The overtime policy shall not apply to overtime work which is specific to a particular employee's claim load or specialized work assignment or when the incumbent is required to finish a work assignment.

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

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

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

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

Emergency Overtime

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

Arbitration Awards:	
OCB #1193 *OCSEA #627*	*Arbitrator Anna DuVal Smith; Grievant Kenneth Keirns; DAS; March 26, 1997. Arbitrator Smith held that the Employer violated Article 13 when it required employees to flex their schedules in a week which included a holiday. Employees were required to take an unpaid "good day" in exchange for working the holiday. The Arbitrator held the Employer rescheduled the employees for no other reason than to avoid overtime.*
Explanation:	*Effective March 1, 2006, language makes it clear that the Employer determines when the overtime opportunities are needed. Additionally, the parties also agreed to canvass for overtime first by agency policy, then if no policy exists employees are canvassed quarterly. They may negotiate specific arrangements at the local level but if they are unable to agree at the local or agency level to alternate overtime provisions. The parties shall follow the procedures outlined in this section. The procedure outlined in this section balances the ability of the more senior employee to refuse to work overtime against the less senior employee's interest in reducing his/her number of mandated overtime hours.* *Once a schedule is posted and includes overtime, an employee shall be paid for the overtime. However, the Employer can put the employee on notice, before the schedule is posted, that the schedule will be changed to not include overtime. See the notice requirements in §13.02.*
Effective Date:	*March 1, 2006*

13.08 - Call-Back Pay

Employees who are called to report to work and do report outside their regularly-scheduled shift will be paid a minimum of four (4) hours at the **employees total rate** ~~straight~~

~~time regular rate~~ of pay or actual hours worked (i.e., if actual hours worked exceeds 2.67 hours) at the overtime rate, whichever is greater providing such time does not abut the employee's regular shift. Call-back pay at straight time is excluded from the overtime calculation. Work which is to be performed at the employee's residence shall not be subject to call-back pay, but shall be paid at the applicable regular or overtime rate for the time worked.

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

Explanation: *Effective March 1, 2006, new language clarifies the appropriate rate of pay as defined in Article 36.*

Instructions: *Employees called back to work receive a minimum of four (4) hours of their total rate of pay. In this section an emergency is other then that declared in Section 13.15.*

13.09 - Report Pay

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

Explanation: *The Employer may now call employees and inform them not to report to work. Employees so notified shall be eligible for their full days pay at their regular rate. This option should be used for non-essential employees primarily when an emergency has been declared pursuant to Section 13.15*

Instructions: *Agencies should establish a procedure for notifying affected employees.*

13.10 - Payment for Overtime

All employees, except those **whose job duties require him or her to maintain a license to practice law** ~~in the classifications of Utility Attorney, Utility Attorney Examiner 1 and Utility Attorney Examiner 2, BWC Attorney 1, BWC Attorney 2,~~ shall be compensated for overtime work as follows:

1. Hours in an active pay status more than forty (40) hours in any calendar week shall be compensated at the rate of one and one-half (1 1/2) times the employee's total rate of pay for each hour of such time over forty (40) hours;
2. For purposes of this Article, active pay status is defined as the conditions under which an employee is eligible to receive pay and includes, but is not limited to, vacation leave, and personal leave. Sick leave **and any leave used in lieu of sick leave** shall not be considered as active pay status for purposes of this Article.

Compensatory Time

The employee may elect to accrue compensatory time off in lieu of cash overtime payment for hours in an active pay status more than forty (40) hours worked in any calendar week. Compensatory time off will be earned on a time and one-half (1 1/2) basis. The

maximum accrual of compensatory time shall be two hundred forty (240) hours. When the maximum hours of compensatory time accrual is attained, payment for overtime work shall be made. Compensatory time must be used within two hundred seventy (270) days from when it was earned. Compensatory time not used within two hundred seventy (270) days shall be paid to the employee at the employee's current regular rate of pay. Any employee who has accrued compensatory time off and requests use of this compensatory time shall be permitted to use such time off within a reasonable period after making the request or, if such use is denied, the compensatory time requested shall be paid to the employee at his/her option to a maximum of eighty (80) hours in any pay period. **Compensatory time is not available for use until it appears on the employee's earnings statement and on the date the funds are made available.**

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

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

Explanation: *Employees whose job duties require a license to practice law are not entitled to overtime. Agencies may not compensate said employees for work beyond forty (40) hours in a week. Language agreed to by the parties clearly sets out that not only sick leave but also any leave used in lieu of sick leave is not counted as active pay status. In addition 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.*

Instructions: *Payroll officers must develop a process to clearly identify leave used, "in lieu of sick leave," so it is not included in the compilation of overtime as active pay status.*

13.11 - Wash-Up Time

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

13.12 - Stand-By Pay

An employee is entitled to stand-by pay if he/she is required by the Agency in writing to be on stand-by, that is, to be available for possible call to work. If it is not practical to notify an employee in writing regarding stand-by status, the Employer may utilize oral or telephone means. Stand-by status may be canceled by telephone, providing written notice of such cancellation is provided to the employee within forty-eight (48) hours. An employee entitled to stand-by pay shall receive twenty-five percent (25%) of his/her base rate of pay for each hour he/she is in stand-by status. Stand-by time will be excluded from overtime calculation. Stand-By status shall be distinguished from Call-Back status by the following: 1) Direct notice of the requirement, as in the preceding; 2) Employee's off-duty activities are specifically restricted by the Employer; 3) Employee is given a specific period of time during which he/she must respond to any summons from the Employer with the consequence of discipline for failure to

respond/report. Once summoned to report, Stand-By pay will continue until the employee reports and actual work is performed, at which time the pay provisions of the Call-Back Section (Section 13.08) will apply and Stand-By pay will cease. An employee required to carry a pager while "on-call" is not in Stand-By status unless specifically notified that he/she is to be on "Stand-By" status.

Explanation: *The language of this section clarifies stand-by status from call-back status and describes how employees will be compensated while they are standing-by.*

Effective Date: *March 1, 2003*

13.13 - Flextime/Four Day Work Week

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

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

Explanation: *Employees may adjust their schedule or trade shifts for pre-scheduled medical appointments. The employee must obtain the Employer's consent before adjusting his/her schedule or trading shifts. When a shift trade is made, the employee and the person trading the shift are responsible for attending the shift to which they traded and may be disciplined for failing to attend the traded shift.*

13.14 - Shift Rotation, Swing Shifts and Split Shifts

There shall be no rotating shifts in Rehabilitation and Correction. In other agencies with rotating shifts, the Agency Labor-Management Committee shall review the practice and recommend change if desired and operationally feasible.

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

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

13.15 - Emergency Leave

A. Weather Emergency

Employees directed not to report to work or sent home due to **a** weather **emergency as declared by the Director of the Department of Public Safety,** ~~conditions or another emergency~~ shall be granted leave with pay at regular rate for their scheduled work hours during the duration of the **weather** emergency. **The Director of the Department of Public Safety is the Governor's designee to declare a weather emergency which affects the obligation of**

State employees to travel to and from work. Employees required to report to work or required to stay at work during such **weather** emergency shall receive ~~pay at time and one-half (1 1/2) for hours~~ **their total rate of pay for hours** worked during the **weather** emergency. **In addition, employees who work during a weather emergency declared under this section shall receive a stipend of eight ($8.00) dollars per hour worked.** ~~Any overtime worked during an emergency shall be paid at double time.~~

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

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

~~Essential employees shall be required to work during emergencies.~~ **Each year, by the first day of October, all agencies must create and maintain a list of essential employees. Essential employees are those employees whose presence at the work site is critical to maintaining operations during any weather emergency. Essential employees normally consist of a skeletal crew of employees necessary to maintain essential office functions, such as those State employees who are essential to maintaining security, health and safety, and critical office operations.**

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

B. Other Than Weather Emergency

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

Explanation: *Only the Governor or the Governor's designee may declare an emergency, weather or otherwise. Employees working during a declared emergency shall receive an $8.00 per hour stipend for hours worked in addition to their total rate of pay for hours worked. Agencies must, no later than October 1st of each year designate a list of essential employees. Employees so designated are to be informed and provided with appropriate documentation.*

During extreme weather conditions when a weather emergency is not declared, an Agency may use its discretion and exercise judgment in allowing use of accrued personal, vacation or comp time by employees unable to report to work due to extreme weather conditions, allow employees with no accrued time to be granted leave without pay, or reassign non-essential employees consistent with their job classification. During declared emergencies, other than weather emergencies, Agencies may grant Administrative Leave with pay to employees not required to work during the declared emergency. Any leave granted must be incident specific and only used in health and safety circumstances.

Instructions: *Emergencies shall be declared only pursuant to DAS Directive 6-03 or its successor. In addition, OCB will issue additional information and instructions during any declared emergency.*

13.16 - Time Clocks

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

ARTICLE 14 - QUALITY SERVICES THROUGH PARTNERSHIP

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

14.01 - Statement of Principle

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

14.02 - Scope of Activities

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

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

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

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

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

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

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

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

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

The Management co-chair of the Agency Steering Committee, or any duly authorized work group, has the responsibility of informing the appropriate persons of when release time is needed for bargaining unit employees to participate in any meetings, discussions, planning or activities which are a part of the QStP process. Such time spent shall be paid time.

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

14.03 - Steering Committees

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

Steering Committees at each level will have the responsibility for the development of plans and activities for the implementation of principles and processes described in Section 14.01, as well as the review of plans developed by subordinate steering committees and the oversight of QStP activities within their jurisdiction. QStP issues and matters which are not resolved at the steering committee level may be referred to the next higher steering committee level for assistance and advice.

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

14.04 - Training

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

Instructions: *Future training sessions should be scheduled and conducted as specified. Any problems, questions or concerns, or implementations of this section raised by the Management QStP Representative should be directed to an OCB Labor Relations Specialist. Union concerns should be directed to a Staff Representative.*

14.05 - Employment Security Assurances

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

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

Article 15

ARTICLE 15 - EMPLOYMENT SECURITY

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

As a product of the joint efforts of the State and OCSEA, the following advisory groups will operate to address matters of mutual concern regarding employment security and/or assistance to dislocated or disabled workers:

A. Joint Statewide Employment Security Committee

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

1. Providing assistance to dislocated State employees;
2. Exploring alternate employment opportunities within each agency for employees, from that agency or other agencies, who are disabled as a result of performance of their duties.

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

B. Dislocated Worker Programs

To the extent that funding through Rapid Response, or other funding source, is sufficient to support such efforts worker adjustment committees and regional worker adjustment committees shall continue.

1. Worker Adjustment Committees

In the event of an anticipated layoff at a workplace, institution or single agency where the number of employees displaced will exceed fifty (50), the State and OCSEA will jointly establish a Worker Adjustment Committee which will operate consistent with any applicable federal laws. The purpose of this committee will be to develop and implement assistance programs for displaced State employees including, but not limited to, career counseling, resume writing, job search skills development and assistance, job retraining, planning and preparation for employability, especially with other State agencies. The committees shall be composed of an equal number of representatives from the Union and the Employer and members will be released with pay, to include travel time, from their regularly scheduled work hours.

2. Regional Worker Adjustment Committees

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

C. Transitional Work Programs

Each agency may elect to form a joint committee (or to utilize its health and safety committee) to explore alternative employment opportunities within that agency, or other agencies, for employees who are disabled. These committees shall have the authority to discuss only those matters contained in this Article. These committees shall have no authority to amend or negotiate any matter, but may make recommendations regarding such matters. Each committee shall be made up of an equal number of representatives from the Union and the Employer and members will be released with pay, to include travel time, from their regularly scheduled work hours.

Instructions: *Note that participation in any of the joint committees requires release, with pay, to include travel time, from regularly scheduled work hours, and are not subject to the reporting requirements of Section 3.10.*

Note that the existing Regional Worker Adjustment Committees (RWAC) will continue to assist fifty (50) or fewer employees of a single agency, workplace or institution. In circumstances where anticipated displaced employees will exceed 50 from a single agency, workplace or institution, a central Worker Adjustment Committee will be established to develop assistance programs.

Under Section C, each agency may elect to form a joint committee to explore alternatives for employees who are disabled as a result of performance of their duties.

Explanation: *A Transitional Work Program is defined as an individualized and progressive program that is part of a joint labor-management venture. It is an interim step in the physical conditioning and recovery of an employee, with temporary restrictions toward the goal of returning the employee to his/her original job.*

Transitional work allows the employee to resume his/her work functions and work lifestyle with minimal time off the job. Temporary work assignments allow employees with temporary work restrictions to return to a work environment that allows them to gradually transition into performing an expanded range of essential job tasks.

Returning an injured employee to work as soon as possible is one of the surest ways to reduce workers' compensation and disability insurance costs. Transitional work also reduces time lost, decreases the disabled worker's disability experience, maintains the employer/employee work experience, and improves employee morale.

Assistance in developing a Transitional Work Program is available through the Department of Administrative Services, Human Resources Division, Benefits Administration Services ("BAS"). BAS will assist you in the development and implementation of programs. Please contact: BAS at (614) 752-8252, or write: The Office of Benefits Administration, 100 East Broad Street, Columbus, Ohio 43215-3009.

Employees should be instructed to contact their Union Stewards or Personnel Office for assistance with Transitional Work Programs.

Article 16

ARTICLE 16 – SENIORITY

16.01 - Definitions

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

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

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

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

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

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

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

Arbitration Awards:

OCB #747 *OCSEA #426*	*Arbitrator Anna Smith: Grievant Rae Jacobozzi; OBES, 2/11/92. This decision determined that persons hired, but not recalled or reemployed, while on a recall or reemployment list, do not have a break in service. This led to the language "the total number of pay periods during which an employee held or had a right to return to a bargaining unit position."*

OCB #1630 *Arbitrator Dwight Washington: Grievant Doug Sollitto; DR&C, 1/10/03*
OCSEA #818 *Unambiguous language only allows institutional seniority to follow bargaining unit employees into newly activated institutions under certain conditions. The Arbitrator found no evidence of past practice where OCSEA entered into any settlement agreement that allowed a grievant to receive institutional seniority as a transferred employee and that only OCSEA, not the Employer, could alter the terms of Article 16.01(B).*

Explanation: *The language clarifies the provisions of §16.02. Only time spent in a classification that is in a bargaining unit covered by this Agreement counts toward seniority credits for OCSEA members. The language also clarifies that there will be no break in service when an employee is required to resign to go to a new Agency provided the employee is hired within sixty (60) days.*
The language of this section provides the method under which the Department of Youth Services and Department of Rehabilitation and Corrections employees carry institutional seniority when transferred into a newly activated institution.
Language in paragraph C should reflect the established method for crediting part-time employees with seniority credits upon return to work from a period of absence in which the employee held or had a right to return to a bargaining unit position.

Instructions: *Non-institutional agencies will only need to maintain state seniority. Institutional agencies will maintain both state seniority and institutional seniority. For example, state seniority would be applicable to promotions and layoffs while institutional seniority may be applicable to work area bids, reassignments, leave requests, overtime, etc.*
While the language in paragraph C is intended to reflect current practice it is important for Personnel and Payroll Officers to understand its application. After a part-time employee has returned to work from an unpaid leave of absence, it is the responsibility of the agency/facility Personnel Office to determine the number of seniority credits the employee would have earned during the absence and enter the credits into the PAYU file on CICS. The calculation is made be determining the average non-premium hours worked during the six (6) pay periods immediately preceding the leave of absence and multiplying those hours by .0125. The Department of Administrative Services, Human Resources Division Payroll Administration and Office of Personnel Services will not calculate or enter such seniority credits.

16.02 - Exceptions

A. Return from disability separation/disability retirement

An employee who makes application for reinstatement within three years from the date of disability separation or five years from the date of disability retirement and is properly reinstated shall receive seniority credits and service credits for the period of disability separation/or disability retirement.

B. Non-bargaining unit service

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

C. Initial Probationary Period

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

Explanation: *Employees in their initial probationary period will have no seniority until probation is completed.*

16.03 - Ties

Ties in State seniority shall be broken in the descending numeric order of the last four digits of the employee's social security number. The highest number will be 9999 and the lowest will be 0000. Any remaining ties will be broken by lot. Ties in Institutional seniority shall be broken in the order of State seniority.

Where the relative ranking of seniority has been previously established by the time stamped on the employee Personnel Action by the Department of Administrative Services and then by comparison of the last four digits of the employee's social security number, such relative ranking shall not be changed.

Explanation: *Seniority is first determined by seniority credits. Where seniority credits are equal, ties are broken by looking at the last four digits of the employees' social security numbers. The second paragraph maintains the current relative ranking of employees with otherwise same seniority dates.*

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

16.04 - Seniority Rosters

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

Instructions: *HRD, Office of Payroll Administration has established a system for recording seniority credits. Effective March 1, 2006, an electronic copy (i.e., PDF) of the roster will be transmitted via email to the agency representative. Agency Payroll personnel are responsible for making changes in the seniority roster, providing it to the Union chapter or assembly president and posting it in each work area quarterly. HRD/OCB transmits an electronic copy (i.e., PDF) of the seniority lists directly to OCSEA central office.*

16.05 - Conversion

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

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

B. Effective September 1, 1994, seniority credits shall replace seniority dates as the basis for determining relative seniority standing or seniority rights under this Agreement.

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

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

Article 17

ARTICLE 17 - PROMOTIONS, TRANSFERS, DEMOTIONS AND RELOCATIONS

Arbitration Awards:	
OCB #730 *OCSEA #491*	*Arbitrator Rivera: Grievant Steve Williams; EPA, 12/9/91. An EPA employee was reclassified from an Environmental Engineer 2 to Geologist 4. The Agency did not post the Geologist 4 position as a vacancy. The Grievant, who was senior to the incumbent employee grieved this action. Arbitrator Rivera held that the Employer violated Article 17 when it "placed an employee in a job simultaneously with the job appearing in that location." This should have been declared a vacancy and posted according to Article 17.*
OCB #767 *OCSEA #437*	*Arbitrator Graham: Grievant Mary L. Babb; BWC, 5/8/92. Arbitrator Graham held that Article 17 requires that bidders for promotions must "possess" and be "proficient" in the minimum qualifications. Because the Grievant claimed only a "brief knowledge of the word processing techniques and procedures," the Arbitrator found she did not meet the minimum qualifications for the position.*

17.01 - Policy

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

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

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

Explanation:	*The numbering in this section clarifies that one of two processes to fill vacancies will be used, either the permanent transfer process pursuant to Section 17.07, or the promotion, transfer or demotion process.* *Other changes to this Section are housekeeping.*
Effective Date:	*March 1, 2003*

17.02 - Definitions

A. "Permanent transfer" "is the movement of an employee in the same classification, to a posted vacancy within the same agency from either one county to another or from one institution to another.

B. "Promotion" is the movement of an employee to a posted vacancy in a classification with a higher pay range within the same agency. A higher pay range is defined as a pay range in

which the first step or the last step has a higher pay rate than the first or last step of the pay range to which the employee is currently assigned.

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

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

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

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

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

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

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

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

Arbitration Awards:

OCB #598
OCSEA #349

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

Explanation:

The definitions of promotion and demotion have been limited to movements within the same agency. New language defines "Inter-Agency Transfer" and establishes placement within a pay range when employees request an Inter-Agency Transfer.

Article 6 provides that employees requesting an Inter-Agency Transfer shall serve an initial probationary period. However, only employees who accept an inter-agency transfer to a higher pay range will be eligible to move to the next higher step at the end of the probationary period.

Employees requesting Inter-Agency Transfers shall be permitted to transfer applicable leave balances to their new agencies (i.e. sick, vacation and personal leave). Compensatory time does not transfer upon an Inter-Agency Transfer.

Instructions:

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

1. *permanent transfer as set forth in Section 17.07;*
2. *bumping or displacement as set forth in Article 18;*
3. *re-call as set forth in Section 18.11;*
4. *re-employment as set forth in Section 18.13;*
5. *cross geographical jurisdiction bidding, i.e., a one-time agency bid as set forth in Section 18.12;*
6. *promotion as set forth in Article 17;*
7. *lateral transfer as set forth in Article 17.*
8. *demotions as set forth in Article 17.*

Employees who accept a lateral class change or demotion and serve a probationary period are not eligible to receive a step increase upon the conclusion of the probationary period, under Section 17.01(H)

Effective Date:

March 1, 2003

17.03 - Posting

All vacancies within the bargaining units that the Agency intends to fill shall be posted in a conspicuous manner throughout the region, district or state as defined in Appendix J. In cases of vacancies that are to be filled by permanent transfer(s), the vacancies shall be posted only in areas of declared excess. The agencies shall declare on the vacancy posting its intent to fill by 1) permanent transfer or 2) by promotion, transfer or demotion. Further, vacancy notices will list the deadline for application, pay range, class title and shift where applicable, the knowledge, abilities, skills, and duties as specified by the position description. Vacancy notices shall be posted for at least ten (10) days. Posted vacancies shall not be withdrawn to circumvent the Agreement. **Should the initial applicant fail to successfully complete the probationary period, the Employer may, within one hundred eighty (180) days of awarding the position,**

repost or select from the remaining pool of applicants for the position from the original posting.

The Employer will cooperate with the Union to make job vacancies known beyond the required areas of posting. Application processes shall not be changed without mutual agreement.

Explanation: *Effective March 1, 2006, new language allows the Employer the discretion to repost a position or select from the original applicant pool should an employee not complete his/her probationary period within 180 days of awarding position.*
The 180 day period is calculated based upon calendar days from the effective appointment date to the effective date of the removal of the employee from the position. This is a tool to help fill positions faster.

Effective Date: *March 1, 2006*

17.04 – Applications

Employees may file timely applications for permanent transfers, promotions, lateral transfers or demotions. **Applicants must specify on the application how they possess the minimum qualifications for the position.** Upon receipt of all bids the Agency shall divide them as follows:

For the vacancies that the Employer intends to fill by promotion**, lateral transfer, or demotion,** the applications shall be divided as follows:

1. All employees in the office (or offices if there is more than one office in the county), "institution" or county where the vacancy is located, who possess and are proficient in the minimum qualifications contained in the classification specification and the position description.
2. All employees within the geographic district of the Agency (see Appendix J) where the vacancy is located, who presently hold a position in the same, similar or related class series (see Appendix I), and who possess and are proficient in the minimum qualifications contained in the classification specification and the position description.
3. All other employees within the geographic district of the Agency (see Appendix J) where the vacancy is located, who possess and are proficient in the minimum qualifications contained in the classification specification and the position description.
4. All other employees of the Agency.
5. All other employees of the State (Inter-Agency Transfer).

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

Employees serving either in an initial probationary period, trial period or promotional probationary period, shall not be permitted to bid on job vacancies. **An employee who fails to complete the probationary period for a position shall be restricted from bidding on the same classification for six (6) months from date employee probationarily demoted. In the Environmental Protection Agency (EPA) and Public Utilities Commission of Ohio (PUCO),**

the bidding restriction for failure to complete a probationary period shall only apply to the same classification within the same division.

An employee shall be permitted to bid on a job vacancy while receiving disability leave benefits, but shall not be eligible to fill the vacancy unless the date for the employee's return to duty is prior to or coincides with the date the job is to be filled.

Explanation: *Effective March 1, 2006, new language places employees on notice that they must specify how they meet minimum qualifications. It also clarifies that promotions, lateral transfers or demotions shall be divided within the five groupings set forth in this section. However, it should be noted that the position must be filled by promotions, lateral transfers, or demotions in descending order.*

Further, the new language contained in the third paragraph bars employees from bidding on same classification for a six (6) month period after they fail a probationary period. The six (6) month period begins the effective date of the probationary demotion. In EPA and PUCO such bar is limited to same classification within the same division.

Effective Date: *March 1, 2006*

17.05 – Selection

If the position is in a classification which is assigned to pay ranges one (1) through seven (7) and pay ranges twenty-three (23) through twenty-seven (27), the job shall be awarded to the qualified employee with the most State seniority unless the Agency can show that a junior employee is demonstrably superior to the senior employee. As permitted by law, affirmative action shall be a valid criterion for determining demonstrably superior.

If the position is in a classification which is assigned to pay ranges eight (8) through twelve (12) or twenty-eight (28) or higher, the job shall be awarded to an eligible bargaining unit employee on the basis of qualifications, experience, ~~and~~ education **and active disciplinary record. For purposes of this Article, disciplinary record shall not include oral or written reprimands.** When these factors are substantially equal State seniority shall be the determining factor.

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

A. 1. The Agency shall first review the bids of the applicants from within the office, county or "institution."

2. If no selection is made in accordance with the above, then the Agency will first consider those employees filing bids under Sections 17.04~~(A)~~**(2)** and 17.04~~(A)~~**(3)**. Employees bidding under Sections 17.04~~(A)(3)~~**(4)** shall have grievance rights through Step ~~Four (4)~~ **Three (3)** to grieve non-selection. Employees bidding under Sections 17.04~~(A)(4) or (A)~~(5) shall have no rights to grieve non-selection.

3. If a vacancy is not filled as a promotion pursuant to Sections 17.04 and 17.05, bids for a lateral transfer shall be considered. Consideration of lateral transfers shall be pursuant to the criteria set forth herein. The Agency shall consider requests for lateral transfers before considering external applications. ~~Denial of such lateral transfer request(s) are~~

~~grievable.~~ **Employees bidding under Section 17.04(4) shall have grievance rights through Step Three (3). Employees bidding under Section 17.04(5) shall have no rights to grieve non-selection.** The successful applicant shall possess and be proficient in the minimum qualifications of the position description and the classification specification. If there are multiple applicants, the selection will be made from the most senior applicant ~~that~~ **who** meets minimum qualifications as stated above.

4. If a vacancy is not filled as a promotion pursuant to Sections 17.04 and 17.05 or by lateral transfer, bids for demotions shall be considered. ~~Denial of such demotion requests are grievable.~~ **Employees bidding under Section 17.04(4) shall have grievance rights through Step Three (3). Employees bidding under Section 17.04(5) shall have no rights to grieve non-selection.**

B. In institutions lateral transfers shall be accomplished as follows:
   1. No more than ten percent (10%) of the bargaining unit employees in an institution, as determined by the table of organization, may make lateral transfers out of that institution in a calendar year.
   2. The number of bargaining unit vacancies in an institution during the previous calendar year shall be determined in the first week of January of each year. Ten percent (10%) of that number shall be determined by rounding up, and that number plus ten percent (10%) of any new vacant positions added to the Table of Organization, shall be used to determine the maximum number of vacancies that the institution shall be required to accept by lateral transfer during the ensuing year.
   3. In the Department of Rehabilitation and Correction during the first twelve (12) months of operation, each newly activated institution will be required to fill the first twenty-five percent (25%) of their posted vacancies through lateral transfers from other institutions. (Additional vacancies may be filled by lateral transfers at management's discretion.) Thereafter, such institution shall accept lateral transfers in the same manner as all other institutions.
   4. This Section shall not modify work areas or the application of pick-a-post agreements.

Arbitration Awards:

OCB #675	*Arbitrator Graham: Grievant Karen Castle; Employment Services, 9/15/91. This decision set the parameters for proving "demonstrably superior."*
OCB #690 OCSEA #397	*Arbitrator Graham: Grievant Mark Bundsen; Health, 10/19/91. This case sets forth guidelines for the review and application of minimum qualifications as well as the parameters for the establishment of minimum qualifications.*
OCB #703 OCSEA #405	*Arbitrator Graham: Grievant Antoinette Savage; Aging, 9/19/91. This case more clearly defined when the demonstrably superior criterion can be utilized as to order of selection.*
OCB #729 OCSEA #418	*Arbitrator Graham: Grievant Laurie Stelts et. al.; MR/DD, 1/22/92. This case established that an employee cannot be required to meet a requirement that can be met after employment.*

OCB #793 — *Arbitrator Anna Duval Smith: Grievant Kathleen Stewart; DAS, 5/20/92.*

OCSEA #457 — *This case supports the State's position that the Union carries the burden of establishing that someone meets minimum qualifications who the Agency determines does not. It also supports the position that the State carries the burden to prove that a junior applicant is demonstrably superior to a senior applicant.*

OCB #848 — *Arbitrator Loeb: Grievant Suzanne Jackson; PUCO, 1/28/93. This case*

OCSEA #487 — *supports the concept of position specific qualifications and provides positive language concerning conflicts between the contract and federal law.*

OCB #975 — *Arbitrator Nelson: Grievant Elaine Blaum; Mental Retardation, 6/6/94. The Arbitrator found that although the Grievant's experience included exposure to Medicaid, her experience did not indicate proficiency in Medicaid auditing, cost reporting and/or reimbursement. With this in mind, the Arbitrator found that the employee who was awarded the position was demonstrably superior to the Grievant. The Arbitrator pointed out that socializing and working with an applicant does not establish discrimination nor does adding position specific minimum qualifications to the requirements of the position.*

Explanation: *Language in second paragraph allows the Employer to use active discipline other than oral and written reprimands as a consideration in promotions for positions within those higher pay ranges.*

Language in Sub-section (A)(2) clarifies grievance rights. In Sub-section (A)(3) the language again clarifies grievance rights. In Sub-section (A)(4) the language expands grievance rights. Agencies may award positions based on qualifications, experience and education ("QEE's") for pay ranges twenty-eight (28) and above. Additional language clarifies that the ability to award positions based on QEE's also applies to pay ranges eight (8) through twelve (12).

Sub-section (C) has been moved to Section 17.07(A)

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

Agency Personnel and Labor Relations staff are instructed to use discretion in the application of the pay range twenty-eight (28) and above provision for promotion, since the Union believes that Management will abuse its discretion. When a vacancy is posted for a position in pay range twenty-eight (28) or higher and pay ranges eight (8) through twelve (12), Management will make a selection for promotion based on qualifications, experience and education. In instances where qualifications, experience and education are substantially equal, seniority will be used to make the selection. "Substantially equal" is a term of art which allows for the application

of a qualifications test before seniority is used to determine which employee will be selected for promotion. This concept generally shifts the burden of proof onto the Union to establish that Management did not select the most qualified candidate; however, actions for which there is evidence of bad faith on Management's part will cause most arbitrators to rule on behalf of the Union. The addition of this term to the selection clause provides the Employer with the ability to compare candidates for positions in classifications at pay range twenty-eight (28) or higher, or eight (8) through twelve (12), and it provides management with the ability to select the more qualified candidate. However, the contract is clear that only four (4) criteria may be evaluated: 1) qualifications, 2) experience 3) education 4) disciplinary record. The Employer should take a conservative approach in applying this provision to the extent that minor differences in the four criteria should not disqualify the more senior applicant. Where the vacancy is for positions which have pay ranges of twenty-three (23) through twenty-seven (27), or seven (7) or below, the determination of which employee is to be selected usually will be based on seniority. Unless there is a candidate who is demonstrably superior, the selection shall be made from the most senior qualified candidate. The standard for positions in classifications in pay ranges twenty-seven (27) and below remains a minimum qualification or relative ability standard. This standard is predicated on the fact that the minimally qualified senior employee must be selected. In a grievance, the Union must only prove that the bypassed senior employee is qualified. The burden of proof then falls to the Employer who must prove that the junior employee was "demonstrably superior." In OCB Arbitration Award Nos. 253, 675, 749, 767, 793, 848, and 902, the concept of demonstrably superior is defined. In OCSEA Arbitration Award Nos. 170, 428, 437, 457, 487, and 511, the concept of demonstrably superior is defined. A detailed analysis must be completed of the essential duties of the position involved in the decision. Any position specific minimum qualifications must be developed prior to the writing of the position description and the posting of the vacancy. To prove that a less senior candidate is "demonstrably superior" when both candidates are minimally qualified the Employer must show that the comparison of employees substantially favors the junior employee. The comparison should weigh seniority, affirmative action, related education, related work experience and disciplinary record. These five criteria are valid; seniority and affirmative action are provided for and disciplinary reward in the agreement and Arbitrators' awards give credence to related work experience and education.

Effective March 1, 2006, agencies should be careful when excluding employees from consideration for active discipline. Disciplinary records which are challenged and not resolved may make the Employer

vulnerable to getting the selection overturned in arbitration should the discipline be substantially reduced.

17.06 – Proficiency Instruments/Assessments

The Employer may use proficiency testing **and/or assessments** to determine if an applicant meets minimum qualifications **and, if applicable to rate applicants pursuant to Section 17.05. Proficiency tests or other assessments shall be released only to a Union designee who is not an employee of the State of Ohio that will use a review process that assures maintenance of security and integrity of the test.** ~~Proficiency testing shall be used only to determine whether or not a candidate meets the minimum qualifications of the classification specification or position description and shall not be used for purpose of determining relative skills and ability.~~

Explanation: *The language regarding proficiency testing and other assessments clarifies the intended use for this type of testing. The purpose of a proficiency test is to determine whether or not an applicant can perform the duties of a position/classification. An assessment for the higher pay ranges (≤ PR8 or PR 28) may be used to determine which applicant is the most qualified for the position.*

Effective March 1, 2006, new language restricts the disclosure of proficiency tests and assessments in order to ensure that the integrity of the instrument is not comprised.

Instructions: *A classification specification and/or a position description may require the use of a proficiency test to determine whether or not an applicant meets minimum qualifications. All candidates who pass the test are determined to have met the minimum qualifications for a particular position.*

17.07 - Permanent Transfers

A. When it is determined by the Employer that a vacancy exists in a classification for which there are excessive employees located in an institution or in counties other than the headquarters county of the vacant position, then the permanent transfer vacancy posting process may be utilized. In this case, only employees in the same classification as the posted vacancy located in the declared areas of excess shall be eligible to apply for the vacancy. Applications shall be listed according to those in the same classification who possess and are proficient in the minimum qualifications of the classification specification and position description of the posted position in descending order of the most senior to the least senior. The applicant who possesses and is proficient in the minimum qualifications of the classification specification and position description and has the most seniority shall be selected.

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

C. Each agency will identify the areas deemed to be in excess and will notify the Union of excesses as soon as practicable. Notices to the Union of a layoff or job abolishment shall be considered adequate notice of an excess.
Each agency, with the Office of Collective Bargaining's approval, may negotiate with the Union to establish a procedure for the permanent transfer of positions and personnel.

Explanation: *Language regarding permanent transfers from other areas of this Article have been moved to the permanent transfer section.*
The last sentence of this Section was added to provide flexibility to agencies and the Union in finding positions for employees who might otherwise be displaced.

Instructions: *Agencies must notify the Union of excess as soon as practicable.*
Agencies wishing to negotiate procedures for the transfer of positions and personnel must contact the Office of Collective Bargaining prior to entering into such negotiations.

Effective Date: *March 1, 2003*

17.08 - Permanent Relocation

Permanent relocations do not apply where there are pick-a-post and/or work area agreements.

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

Permanent relocations shall function as follows:

A. The agency shall canvass the areas of excess for volunteers to move to the area of need. This canvass shall be accomplished by a posting of the relocation opportunity for three (3) workdays.
B. The agency shall relocate the volunteer that possesses and is proficient in the minimum qualifications and has the most seniority.
C. If there are no volunteers in the area(s), the agency may relocate the employee with the least seniority who possesses and is proficient in the minimum qualifications of the classification specification in the position description, to the area of need.
D. In cases of involuntary relocation, the employee has a preferential right to return to the previous job site from which he/she was relocated for up to one year, provided that there is a need or a posted vacancy in the same classification as the relocated employee.
E. The permanently relocated employee shall only be relocated to perform duties appropriate to the same classification which he/she holds. Such relocation(s) do not constitute the creation or filling of a vacancy pursuant to Section 17.02.

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

Explanation: *This section expands the availability and applicability of permanent relocations when a layoff is not the reason for the relocation.*
The elimination of the restriction "within the same county to other counties" is intended to provide flexibility to agencies and the Union when negotiating procedures for permanent relocations.

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

Effective Date: *March 1, 2003*

17.09 - Nepotism

No employee shall be directly supervised by a member of his/her immediate family. "Immediate family" is defined for the purposes of this Section to include: spouse or significant other ("significant other" as used in this Agreement is defined to mean one who stands in place of a spouse and who resides with the employee), child, step-child, grandchild, parent, step-parent, grandparent, great-grandparent, brother, sister, step-sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or legal guardian or other person who stands in the place of a parent.

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

17.10 - ODOT Temporary Work Assignment

Nothing herein will circumvent provisions of the 1250 hour temporary work assignment referenced in paragraph D of the ODOT Agency Specific Agreement.

Explanation: *The language change in this Section was made to conform with changes in the ODOT Agency Specific Agreement.*

Effective Date: *March 1, 2003*

ARTICLE 18 – LAYOFFS

Arbitration Awards:

OCB #689 *OCSEA #390*	*Arbitrator Pincus: Grievant Carl Luebking; Employment Services, 11/14/91. This case provides guidance with regard to federal law preemption and veterans' preference where required by federal statute. This award provides language concerning conflicts between the contract and federal law.*
OCB #791 *OCSEA # 454*	*Arbitrator Graham: Grievant Mary Douglas-Lacy; ODNR, 5/5/92. This case is supportive of the State's right to reorganize for efficiency and economy.*
OCB #797 *OCSEA #459*	*Arbitrator Drotning: Grievant George Stringfellow, et al; MRDD, 6/10/92. This case provides good language supporting management's lay off rights under Articles 18 and 38 (Technological Change).*
OCB #798 *OCSEA #460*	*Arbitrator Anna Duval Smith: Grievant Russell Boyce, et al; Mental Retardation, 5/5/92. This case supports the State's right to implement an abolishment for the purpose of a reorganization for efficiency and economy.*
OCB #830 *OCSEA #476*	*Arbitrator Rivera: Grievant Ann Throckmorton; Ohio High Speed Rail Authority, 11/20/92. The State prevailed in its rationale that the assumption of minor duties of a former bargaining unit position by a manager was not usurpation of bargaining unit work.*
OCB #834	*Arbitrator Feldman: Grievant David Slone, et al; Mental Health, 11/30/92. This case involves abolishments/layoffs for reasons of economy, efficiency, and permanent lack of work.*
OCB #842 *OCSEA #483*	*Arbitrator Rivera: Grievant Kenneth Hilliard; ODNR, 10/23/92. This case involved the abolishment of a lead worker position where the lead worker did not have the requisite licensure to provide functional supervision.*
OCB #1029 *OCSEA #565*	*Arbitrator Bowers: Grievant Diane DiBianca; Mental Health, 1/17/95. The Arbitrator found no violation of Article 18 based on the fact that the Grievant's work at the time of the abolishment and layoff consisted of newspaper activities and non-training printing shop activities. These duties were not set forth in the position description for the position occupied by the Grievant prior to the abolishment. The Arbitrator also found that the Employer had not eroded the bargaining unit.*
NOTE:	*There are additional layoff cases on file. Management Representatives should call OCB Dispute Resolution or for additional information. Union Officials should call OCSEA Dispute Resolution for additional information.*

18.01 - Layoffs

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

Arbitration Awards:

OCB #937
OCSEA #529

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

18.02 - Guidelines

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

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

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

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

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

Arbitration Awards:

OCB #914
OCSEA #518

Arbitrator Loeb: Grievant Randy McAtee; Mental Health, 10/18/93. The Union was not able to challenge the State's decision to alter the method of operation. The savings realized by eliminating an employee's salary and benefits was not, in and of itself, sufficient economic reason to justify abolishment. The State failed to show documentation to support its claims that there were economic benefits resulting from the decision to alter the method of operation. Without this evidence, the only benefit the Employer could show from the abolishment was the savings of wages and benefits. With this in mind, the Arbitrator found

that the Employer then must show a lack of work in order to uphold the abolishment. The Union was able to show through testimony that the Food Consultant and the Food Service Manager had been performing the Grievant's duties in his absence. Management failed to show through a preponderance of evidence that there was such a lack of work to justify the abolishment.

OCB #994 — *Arbitrator Loeb: Grievant Stephen Thompson; Mental Health, 8/9/94.*

OCSEA #554 — *The Arbitrator agreed with the State's argument that only individuals who could challenge the rationale are those employees first affected by the abolishment; however the Arbitrator also agreed with the Union's claim that the grievance is their responsibility and thus the rationale of the abolishment could be challenged by the Union.*

OCB #1029 — *Arbitrator Bowers: Grievant Diane DiBianca; Mental Health, 1/17/95.*

OCSEA #565 — *The Arbitrator found no violation of Article 18 based on the fact that the Grievant's work at the time of the abolishment and layoff consisted of newspaper activities and non-training printing shop activities. These duties were not set forth in the position description for the position occupied by the Grievant prior to the abolishment. The Arbitrator also found that the Employer had not eroded the bargaining unit.*

Explanation: *The language sets forth general guidelines to be applied to the Layoff Procedure. Voluntary layoffs may only be taken after an employee has received formal notice of a layoff. The new language clarifies that voluntary layoffs do not affect the implementation of the paper layoff.*

Instructions: *When implementing a layoff or abolishment the general guidelines contained in Section 18.02 must be applied to the bumping or displacement process.*

18.03 - Implementation of Layoff Procedure

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

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

Paper Layoff

The Employer shall execute a layoff by identifying a time period when all potentially affected employees can exercise their order of displacement before implementation of the "paper layoff." All affected employees shall exercise their order of displacement in writing so that once the "paper layoff" is implemented, employees shall assume their new positions or be placed on the recall list.

The parties agree to establish an operations area that can be used to coordinate the layoff and related personnel transactions during the time period when employee assignments will be

confirmed. This operations area will include necessary management and the union representatives. OCSEA staff representatives may also be in attendance.

This procedure shall provide for the following:

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

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

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

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

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

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

Arbitration Awards:

OCB #689 *OCSEA #390*	*Arbitrator Pincus: Grievant Carl Luebking; Employment Services, 11/14/91. This case provides guidance with regard to federal law preemption and veterans' preference where required by federal statute. This award provides language concerning conflicts between the contract and federal law.*
OCB #791 *OCSEA #454*	*Arbitrator Graham: Grievant Mary Douglas-Lacy; ODNR, 5/5/92. This case is supportive of the State's right to reorganize for efficiency and economy.*
OCB #797 *OCSEA #459*	*Arbitrator Drotning: Grievant George Stringfellow, et al; MRDD, 6/10/92. This case provides good language supporting management's lay off rights under Articles 18 and 38 (Technological Change).*
OCB #798 *OCSEA #460*	*Arbitrator Anna Duval Smith: Grievant Russell Boyce, et al; Mental Retard, 5/5/92. This case supports the State's right to implement an abolishment for the purpose of a reorganization for efficiency and economy.*
OCB #830 *OCSEA #476*	*Arbitrator Rivera: Grievant Ann Throckmorton; Ohio High Speed Rail Authority, 11/20/92. The State prevailed in its rationale that the assumption of minor duties of a former bargaining unit position by a manager was not usurpation of bargaining unit work.*
OCB #834 *OCSEA #478*	*Arbitrator Feldman: Grievant David Slone, et al; Mental Health, 11/30/92. This case involves abolishments/layoffs for reasons of economy, efficiency, and permanent lack of work.*

OCB #842 *OCSEA #483*	*Arbitrator Rivera: Grievant Kenneth Hilliard; ODNR, 10/23/92. This case involved the abolishment of a lead worker position where the lead worker did not have the requisite licensure to provide functional supervision.*
NOTE:	*There are additional layoff cases on file. Please call OCB/Dispute Resolution or OCSEA/Dispute Resolution for additional information.*
Explanation:	*This language incorporates an adjusted "paper layoff" process to reflect the new order of displacement concept to include appointment category.*
Instructions:	*Employees shall be given an Order of Displacement Form which replaces the "bumping options" in the paper layoff process. Also, seniority lists shall be made available to employees so that they may fill out the form. Seniority lists can be posted or provided to the local Union Officials in order to accomplish this requirement. There is no requirement to provide each individual employee with a seniority list.*
Effective Date:	*March 1, 2006*

18.04 - Bumping in the Same Office, Institution or County

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

A. Bump the person with the least state seniority in the same classification title.
B. Bump the person with the least state seniority in a classification in the same or equal pay range.
C. Bump the person with the least state seniority in the next lower classification title in the classification series from which they were displaced.
D. Bump the person with the least state seniority in a classification in the same or equal pay range of the classification title used in Section 18.04(C), in descending order.

If there are no agency specific or local agreements to the contrary, employees covered by work area agreements will be recanvassed.

Arbitration Awards:

OCB #990 *OCSEA #551*	*Arbitrator Nelson: Grievant Betty Jarvis; Transportation, 7/23/94. The* *Arbitrator found that the Grievant had 30 days from when he or she "became or reasonably should have become aware of the occurrence giving rise to the grievance." The grievance was filed timely because the event that started the time clock was the date that the first employee was restored to her position by the previous arbitration decision. The Arbitrator then ruled that the Grievant should be restored to her position as an Administrative Assistant 1.*
Explanation:	*Employees may no longer bump "any least" senior employee in the same, similar or related classification series. Displacement now occurs in the order set forth above within the same or similar classification series in Appendix I.*
Instructions:	*Apply the general guidelines set forth in Section 18.02 to the order of displacement.*
Effective Date:	*March 1, 2003*

18.05 - Bumping in the Agency Geographic Jurisdiction

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

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

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

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

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

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

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

Explanation: *Effective March 1, 2006, expands bumping rights to include appointment category not only within the home location but also two other locations within the geographic jurisdiction.*

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

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

Effective Date: *March 1, 2006*

18.06 - Previously Held Classifications

If the affected employee has exhausted all of his/her bumping rights as set forth in Sections 18.04 and 18.05, then the affected employee shall have the option to bump the least senior employee in the classification, within the geographic jurisdiction as defined by Appendix J, which the affected employee had most recently held within the five (5) year period in the chronological order that other classifications were previously held.

Arbitration Awards:

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

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

18.07 - Bumping Outside the Unit

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

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

the employee's retention points shall be calculated according to the Code provisions. (See 123:1-41-09)

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

Arbitration Awards:

OCB #818
OCSEA #471

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

Explanation:

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

Instructions:

Personnel working with layoffs shall first provide a list of all options in the bargaining unit: 1) within with same office, institution or county (18.04); 2) in the same agency geographic jurisdiction (18.05); 3) in a previously held classification (18.06). If there are no bumping rights available under those Sections, a list should be provided from the Ohio Revised Code and the Ohio Administrative Code of exempt classifications with a lesser appointment category (type) into which the employee may bump. Bumping into an exempt position is not mandatory as the employee will lose all contractual rights except as specified in Sections 18.11, 18.12 and 18.13.
If the employee chooses to bump into an exempt position, s/he will be given the maximum retention points available for his/her performance evaluation, following the Ohio Administrative Code. Any bumping done after becoming an exempt employee will be done utilizing the jurisdictions outlined in the Ohio Revised Code and the Ohio Administrative Code.

18.08 - Limits

There shall be no inter-agency bumping. There shall be no inter-unit bumping except in those cases allowed by current administrative rule or where a class series overlaps more than one unit.

18.09 - Geographic Divisions

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

18.10 - Classification Groupings

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

18.11 - Recall

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

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

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

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

Explanation: *The language incorporates the use of appointment type in recall and reemployment. An employee is only removed from the recall list for his/her original classification when the employee has been offered a recall opportunity to the same appointment category within that classification.*

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

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

Employer's Interpretation: *Employees should not just meet minimum qualifications to be recalled to a position, but should be qualified to perform the duties of the position. The Employer may administer a test to determine whether the employee meets minimum qualifications and position specific minimum qualifications.*

Union's Interpretation: *Employees should just meet minimum qualifications to be recalled to a position. If the employee previously held the position to which s/he is being recalled, the employee already meets the minimum qualifications of the position.*

Instructions: *All laid off employees and employees displaced out of their classifications shall be placed on a recall list which must be provided to DAS/HRD before the effective date of the layoff. Employees may not be recalled to a promotion.*
If you are delivering a recall notice by hand, a witness must be present and the employee must sign a receipt for the notice.
All Agencies should train those persons responsible for the development and maintenance of recall lists regarding the incorporation of appointment category.

18.12 - Bidding Rights for Employees on Layoff

Notwithstanding the provisions of Article 17 and the other provisions of this Article a laid-off employee may submit an application for any posted vacancy outside of his/her geographic area or for any posted vacancy in the same office, institution or county from which the employee was bumped, in the same, similar or related classification series from which he/she was laid-off or displaced. However, this opportunity is limited to lateral transfer and demotion. This opportunity shall be offered only in the agency from which the employee was laid-off. Applications from such laid-off employees shall be sorted and considered before any other applications pursuant to the provisions of Article 17. Among such employees submitting applications who meet the minimum qualifications as stated in the Position Description and Classification Specification the most senior applicant shall be awarded the vacancy. A laid-off employee who is offered a position and declines shall not be automatically awarded other positions for which he/she applies in the classification from which he/she was laid-off.

Explanation: *This Section permits laid-off employees to bid on vacancies within their agency's geographic jurisdiction in the same, similar or related classification series. The Section also provides that a laid-off employee cannot gain a promotion.*
Instructions: *This Section is applicable only to the Agency from which the employee was laid-off.*
Effective Date: *March 1, 2003*

18.13 - Reemployment

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

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

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

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

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

Explanation: *This Section provides that employees must be qualified to perform the duties of the position in his/her classification to which s/he is reemployed.*
This Section also specifies how/why a laid-off employee is removed from the reemployment list. Employees who decline reemployment to a different appointment category (type) are removed from the recall list for only that appointment type.

Instructions: *DAS/HRD must maintain reemployment lists in accordance with this Section.*

18.14 - Placement

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

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

Instructions: *Agencies should consider the availability of placement in its own and other agencies to retain laid-off employees where feasible. This Section is permissive and not mandatory.*
An employee cannot be promoted as a result of placement.
An agreement must be executed and signed by the affected agencies, the Union and OCB.
Other than as a placement under this Section, use the following order of filling a vacancy as specified below:
(See Section17.05 – Selection also.)
Section17.01 Permanent Transfer
Section18.11 Recall
Section18.13 Reemployment
Section18.05 Cross-geographic jurisdictional bidding
Article 17 - Promotion, Lateral Transfer and Demotion

18.15 - Service Credits

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

18.16 - Inter-Agency Merger

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

18.17 – Alternate Procedures

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

Explanation: *The new language provides both the Employer and the Union the flexibility of adopting ad hoc procedures to meet their needs where appropriate.*

Instructions: *Agencies must first contact OCB for approval prior to entering into negotiations with the Union to develop alternate procedures.*

Effective Date: *March 1, 2003*

18.18 – Layoff Committee

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

Explanation: *New language establishes a Layoff Committee to assist with transition issues which may arise from moving from one displacement system to a new Order of Displacement.*

Instructions: *Please refer all unusual circumstances to your OCB Labor Relations Specialist so that the issue may be addressed by the Layoff Committee.*

Effective Date: *March 1, 2003*

18.19 – Notice to Other Agencies

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

At the time an agency submits a rationale to implement a layoff, abolishment or closing, a list of affected employees and their classification and headquarters county will be made available to DAS. This list will be provided to all agencies that utilize the affected classifications. DAS will also provide to the Union, the affected agencies, and the Statewide

Employment Security Committee (Article 15) access to the vacancies identified by the Departments prior to the effective date of the layoff.

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

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

Explanation: *This new language creates a method of communicating vacancies and affected classifications to the Department of Administrative Services. This should assist the placement of displaced individuals.*

Instructions: *When an Agency submits its layoff rationale to DAS, it must provide a list of affected classifications to DAS. DAS shall provide this information to the Union, affected agencies and the Statewide Employment Security Committee access to vacancies prior to the layoff taking effect.*

Effective Date: *March 1, 2003*

ARTICLE 19 - WORKING OUT OF CLASS

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

19.01 - Position Descriptions

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

19.02 - Grievance Steps

Step One (1) - Filing the Grievance With the Agency Director or Designee

If an employee or the Union believes that he/she has been assigned duties not within his/her current classification, the employee or the Union may file a grievance with the Agency Director or designee. The Agency Director or designee shall investigate and issue a decision after review and approval by the Office of Collective Bargaining, within thirty-five (35) calendar days. A copy of the Director's or designee's decision and a legible copy of the grievance form shall be provided to the grievant and OCSEA Central Office. If the parties mutually agree, a meeting to attempt to resolve the grievance may be held at the grievant's work site prior to the issuance of he decision of the Director or designee. A request by the Office of Collective Bargaining to discuss the resolution of the grievance shall not extend the twenty (20) day period within which the Union has a right to appeal the matter to arbitration under Step Two (2). If the Director or designee determines that the employee is performing duties which meet the classification concept and which constitute a substantial portion of the duties (i.e., 20% or more of the employee's time if to a higher classification or eighty percent 80% of the employee's time if to a lower classification) specified in another classification specification, the Director shall order the immediate discontinuance of the inappropriate duties being performed by the employee, unless the parties agree to the reclassification of the person and position pursuant to the provisions of this Article. If the duties are determined to be those contained in a classification with a lower pay range than the employee's current classification, no monetary award will be issued.

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

If the duties are determined to be those contained in a classification with a lower pay range eighty percent (80%) or more of the time than that of the employee's current classification: 1.) the Director or designee shall issue an award to cease the assignment of the lower level duties, and take appropriate action to assign duties consistent with the employee's current classification;

or 2.) the parties mutually agree to reclassify the employee to the lower level classification, the employee may be reassigned to the appropriate classification; or 3.) if the duties cannot be assigned by the Employer, other actions, as appropriate, may be initiated under this Agreement. Management shall discuss options with the Union.

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

Step Two (2) - Appeal to Arbitration

Grievances which have not been settled under the foregoing procedure may be appealed to arbitration by the Union by providing a written appeal and a legible copy of the Working Out of Class grievance form to the Deputy Director of the Office of Collective Bargaining within twenty (20) days of the Step One (1) answer or the date such answer was due. If the Employer fails to issue the answer and legible copy of the grievance form to the Central Office, the Union may appeal the grievance to arbitration at such time as it discovers such failure to timely answer, but not more than one-hundred twenty (120) days from the original filing of the grievance.

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

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

The determination of a monetary award shall be in accordance with Section 19.02 Step One (1) above. However, if the Union and the Office of Collective Bargaining agree that the higher level duties are of a permanent nature and that the situation is otherwise in compliance with the provisions of this Article, they may mutually agree to reclassify the employee to the higher level classification. Likewise, the parties mutually agree to reclassify the employee to a lower classification.

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

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

Arbitration Awards:

OCB #1112 *OCSEA #599*	*Arbitrator Graham: Grievant Working out of Class; Administrative Services, 2/8/96. The Arbitrator found that Section 19.02 Step 1 provides for monetary relief in circumstances when state employees perform duties of a classification assigned to a higher pay range; even if that classification is represented by another exclusive bargaining agent or exempt from collective bargaining.*
Explanation:	*The Union may grieve when an employee is working in a lower classification 80% or more of his/her time. If the Arbitrator finds the employee is performing duties inconsistent with the employee's original classification assignment more than 80% of his/her time, the Arbitrator will order the Employer to discontinue the assigned duties. The parties may mutually agree to reclassify the employee to a lower classification.*
Instructions:	*Step 1 responses should be mailed to the Grievant and to OCSEA Central Office.* *Stewards are not required to attend Working Out of Classification Arbitrations as with other grievances. The Agency may choose to permit a Steward's attendance based on operational need.*
Effective Date:	*March 1, 2003*

19.03 - Holding Classes

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

A. The employee's current position description;

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

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

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

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

19.04 - No Pre-positioning

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

Instructions: *Agencies should inform all supervisory personnel that they are prohibited from working employees outside of their job classifications. This does not prohibit the normal growth which occurs as an employee's duties are normally expanded. Management should ensure that preferential duties are not assigned to favorite employees outside of the bidding process, i.e. no pre-positioning. Normal changes in job duties over time may result in the need to reclassify an employee. Any reclassification requests must be directed through the Office of Collective Bargaining ("OCB"). For assistance, Agency personnel should contact their Labor Relations Specialist at OCB.*

Effective Date: *March 1, 2003*

Article 20

ARTICLE 20 – BENEFITS

20.01 - Health Care, Eligibility, Open Enrollment

A. General

The Employer shall provide comprehensive health care to all **eligible** ~~permanent full-time and part-time~~ **employees as defined in Section 20.01 (C),** who shall have the right to choose among any qualified health plans which are available in their area.

B. Open Enrollment

At least every other year the Employer shall conduct an open enrollment period, at which time employees shall be able to enroll in a health plan, continue enrollment in their current plan, or switch to another plan, subject to plan availability in their area. The timing of the open enrollment period shall be established by the Director of the Department of Administrative Services (DAS), in consultation with the Joint Health Care Committee.

The Employer shall make all reasonable efforts to ensure that open enrollment fairs are held during open enrollment, that such open enrollment fairs are well-publicized and subject to the scheduling needs of the Employer, to facilitate employee attendance at these health fairs.

If more than twelve (12) months pass without an open enrollment period, the Employer shall provide an opportunity for state employees to add or drop dependents, or add or drop health plan coverage. The JHCC and/or appropriate sub-committee shall be consulted in the development of plans for such opportunities.

In order to maintain premium payment with pre-tax earnings, any changes outside of open enrollment must be in compliance with the applicable rules of the Internal Revenue Code Section 125~~. Changes outside of open enrollment~~ **which** may include but not be limited to the following:

1. Changes from single to family and family to single may occur if requested within thirty-one (31) days of any of the following events:
    (a) After marriage, death of a spouse, divorce, legal separation, or annulment, in which case coverage becomes effective the first day of the month following the month of application.
    (b) Birth, adoption, placement for adoption, or death of a dependent, in which case coverage becomes effective with the birth, adoption, or placement of a child or date of death.
    (c) Termination or commencement of employment by the employee, spouse or dependent, in which case coverage becomes effective the first day of the month following the month of application.
    (d) Reduction or increase in hours of employment by the employee (including layoff or reinstatement from layoff), spouse, or dependent, including a switch between part-time and full-time, strike, lockout, or commencement, return to work from an unpaid absence, or change in work site in which case coverage becomes effective the first day of the month following the month of application.
    (e) Return to work through order of arbitration or settlement of a grievance, or any administrative body with authority to order the return to work of an employee.
    (f) The employee's dependent satisfies or fails to satisfy the requirement of the definition of dependent due to attainment of age, student status or any similar

circumstance as provided in the Health Plan under which the employee receives coverage.

(g) If the plan receives a Qualified Medical Child Support Order (QMED) pertaining to an employee's dependent, the employee may elect to add or drop the child to the plan depending upon the requirement of the QMED.

(h) If an employee, spouse, or dependent who is enrolled in a health plan becomes entitled to coverage (i.e. enrolled) under Part A or Part B of Title XVIII of the Social Security Act (Medicare) or Title XIX of the Social Security Act (Medicaid), other than coverage consisting solely of benefits under section 1928 of the Social Security Act (the program for distribution of pediatric vaccines).

(i) If an employee, spouse, or dependent is no longer entitled to coverage (i.e. enrolled) under Part A or Part B of Title XVIII of the Social Security Act (Medicare) or Title XIX of the Social Security Act (Medicaid), other than coverage consisting solely of benefits under section 1928 of the Social Security Act (the program for distribution of pediatric vaccines).

Requests for changes pursuant to sections (a) through (i) must be supported by proper documentation.

(j)~~2.~~An employee may change health plans if the employee either no longer resides or no longer works in the service area of the employee's current health plan.

~~The Employer shall make all reasonable efforts to ensure that open enrollment fairs are held during open enrollment, that such open enrollment fairs are well-publicized and subject to the scheduling needs of the Employer, to facilitate employee attendance at these health fairs.~~

~~If more than twelve months pass without an open enrollment period, the Employer shall provide an opportunity for State employees to add dependents, or for those employees without health plan coverage to choose health plan coverage. The JHCC and/or appropriate sub-committee shall be consulted in the development of plans for such opportunities.~~

C. Eligibility

All permanent full-time and part-time employees, including established-term **appointments (ETA's)** ~~regular and established term irregular~~ employees **(unless modified by agency-specific agreements)**, shall be eligible for health benefits as well as for the benefits provided by the Union Benefits Trust. For new employees, coverage for health care benefits as provided in this Article becomes effective on the first day of the month following the month in which the health care enrollment form is signed and submitted by the employee. Changes made during open enrollment will become effective on the first day of the new benefit period.

The following dependents are eligible for coverage:

(1) The employee's current legal spouse;

(2) (a) The employee's unmarried children until the end of the month in which they reach 19 (including legally adopted children, children for whom the employee has been appointed legal guardian, and dependent stepchildren and foster children who normally reside with the employee);

(b) the employee's unmarried children who are attending an accredited school and are primarily dependent upon the employee for maintenance and support until the end of the month in which they reach age 23.

(3) Children of divorced or separated parents not residing with the employee but who are required by law to be supported by the employee.

(4) Unmarried children of any age who are incapable of self-support due to mental retardation, severe mental ~~illness~~ **disability** or a physical handicap, whose disability began before age 23 and who are principally dependent on the employee. When there is an unsuccessful attempt at independent living, a child covered pursuant to this provision will be re-enrolled for coverage, provided application is made within five (5) years following the loss of coverage.

(5) Dependent children placed for adoption in an employee's home shall be eligible for coverage under the same conditions as children born to an employee or the spouse of the employee, whether or not the adoption has become final.

When both spouses in a family are employed by the State, each may elect single coverage, or one may elect family coverage provided that the spouse who elects single coverage may not be listed as a dependent under the family coverage. A child who is eligible as an employee of the State is not also eligible as the dependent of a parent who is also a state employee.

Explanation: *This language provides agencies with established-term appointments the ability to exclude them from healthcare eligibility if mutually agreed by the parties in their agency-specific agreements.*
Modified "illness" to "disability" to reflect the intent and practice of the parties in determining eligibility.

Effective Date: *July 1, 2006 – February 28, 2009*

D. COBRA

Upon an employee**'s** ~~terminates~~ **termination or separation from his/her employment** ~~his/her employment or separates~~ from State service (other than for gross misconduct), the Employer**'s obligation to continue to pay either share of the healthcare premium will cease unless specified otherwise elsewhere in this contract. The Employer** will notify the employee of their right to choose to continue his/her health plan under the federally mandated COBRA program. Health plans shall make available conversion to an individual medical policy. **Under the federal law, the employee, spouse or other family member has the responsibility to notify the State of Ohio of a qualifying event (such as divorce, legal separation, or a child losing dependent status under the group health plan). This notice must be made within sixty (60) days of the event or the date coverage ends in order to be eligible for COBRA continuation.**

Explanation: *This language clarifies the Employer's responsibility to continue to pay either share of an employee's healthcare premium upon termination/separation from employment unless required by other provisions in the contract.*

Instructions: *For employees that are disability separated and are not receiving paid benefits such as Workers' Compensation, Occupational Injury Leave (OIL) or Disability leave, the Employer shall cease payments of either share of the healthcare premium unless FMLA provisions are applicable. Consult Articles 34 and 35, applicable civil service code and the FMLA regarding the Employer's obligation to continue to pay healthcare premiums.*

Effective Date: *July 1, 2006 – February 28, 2009*

20.02 - Joint Health Care Committee

A. Membership and Purpose

The Employer agrees to retain the Joint Health Care Committee (JHCC), which shall include the labor co-chair and five (5) representatives from OCSEA/ AFSCME and one (1) each from the four remaining unions which have the largest number of State employee bargaining unit members and a like number of management representatives. Representatives from other unions may be added as non-voting members by mutual agreement of the labor and management co-chairs.

The committee shall meet quarterly unless otherwise agreed, to review and act on subcommittee recommendations related to changes in any matters covered in Article 20 of this Agreement or on other matters as mutually agreed to by the co-chairs. The management co-chair shall be designated by the Employer, and the labor co-chair shall be designated by the Executive Director, OCSEA. Whenever possible meetings will be held during regular business hours and employees will receive time off with pay at their regular rates, plus travel expenses pursuant to Article 32 to participate in committee and subcommittee meetings.

The co-chairs of the JHCC shall advise the Director of DAS on the operation of the health plans and will present recommendations from the JHCC or its subcommittees to the Director in writing.

Within forty-five (45) days of receipt of a formal recommendation from the Joint Health Care Committee, the Director will advise the co-chairs of any actions to be taken in response to their recommendations.

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

The co-chairs may jointly request the Director of DAS to provide that the costs of JHCC member attendance at conferences, seminars, or other educational opportunities (including reasonable travel, hotel and meals) be paid for JHCC members to attend events which the co-chairs mutually agree will assist in the discharge of JHCC responsibilities under this Article. Such costs will be paid from the education and communication account.

B. Subcommittee Functions

The JHCC shall have subcommittees for: planning, administration and communications. JHCC subcommittees may be reconfigured by mutual agreement of the labor and management co-chairs. These subcommittees shall meet at least bimonthly, unless otherwise agreed, with the co-chairs, or a designee, as a member of each subcommittee.

Specific functions of the subcommittees shall include:

1. Planning
   (a) Make recommendations regarding the request for proposal, evaluation of bidders, and selection of all health plans and of the consultant(s) who will assist in the

process of health plan evaluation and selection. The labor co-chair of the JHCC, or designee, may at his/her discretion participate in any consultant or provider interview process. Upon agreement by the co-chairs, subcommittee members may participate in the interview process as well. The planning subcommittee will review the requests for proposals (RFPs) and the proposals of bidders, unless labor agrees to waive this review in the interests of time, in which case the labor co-chair will review the RFPs and the proposals of bidders.

(b) Make recommendations regarding vendor contracts.

(c) Facilitate research on new initiatives and review market analysis of health care issues and review the health care marketplace.

2. Administration

(a) Monitor the operations, contract compliance and National Committee for Quality Assurance (NCQA) or other applicable accreditation status of health plans.

(b) Review claims and customer service issues and identify trends.

(c) Review claim appeal and other dispute resolution procedures.

(d) Review the Health Plan Employer Data Information Set (HEDIS) reports and other data of the health plans, which shall be provided on a regular basis to the subcommittee.

(e) Review any audits performed on the health plans.

(f) Review benefit issues and changes proposed for health plans.

(g) Monitor status of the health benefits fund.

3. Communications

(a) Make recommendations regarding open enrollment.

(b) Review communication materials sent to employees.

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

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

C. Employee Education and Communication

A consultant shall be chosen in consultation with the communication subcommittee to assist in the communication of benefits information to State employees unless mutually agreed otherwise by the JHCC. The consultant will have expertise in communicating benefits information to large and diverse populations using multi-media approaches. Relevant public sector and/or labor union experience shall be given consideration in the consultant selection process. The Employer in conjunction with the consultant will work with the communication subcommittee to update a strategic plan for communicating benefits with State employees through the use of both print and non-print means of communications. The plan will include employee education as well as provisions for employee input into and feedback concerning State employee health plans. It will also include guidelines for health plan communications with State employees. The strategic planning process will be ongoing and shall produce a plan covering at least the period of the duration of this Agreement. A surcharge may be added to the health plan premiums to maintain the employee education and communication program. The surcharge shall be one dollar ($1) per month, per employee, enrolled in a health plan, and may be adjusted based upon a review of reports of revenue and expenditures of the account maintained for such purposes, as recommended by the JHCC to the DAS Director. The surcharge shall be equally split between the Employer's and the employee's premium share (e.g. fifty cents each). The funds shall be used to develop and implement communication programs for all employee health plans, mental health and substance abuse programs, and other State

health programs as identified by the JHCC and to employ consultants as needed to assist the parties in health plan selection, rate negotiations or any other function determined appropriate. **Monies unexpended or encumbered in one (1) fiscal year shall be carried forward and be available in subsequent fiscal years. The JHCC shall receive quarterly fund financial reports including revenue and expenditures.**

D. Health Care Policy Analyst

The Employer will dedicate $150,000 annually ~~A surcharge of twenty cents ($.20) per state employee per month will be added to the employee's portion of the health care premium. This money will be used to fund the costs associated~~ **in recognition of the** ~~with the~~ increased need for analysis in the administration of the state's health management programs. **This amount may be adjusted upward by the DAS Director. Monies unexpended or encumbered in one (1) fiscal year shall be carried forward and be available in subsequent fiscal years. Additionally, due to monies carried forward from one year to the next, the DAS Director may adjust the amount downward so as not to exceed the $150,000 annual commitment.**

Such analysis will be conducted by an expert in the health care field or a health care policy analyst or a combination of the two as determined by the Director of DAS after recommendation from the JHCC. The functions performed shall include but are not limited to:

1. Analyze health care claims of state employees for trends and make recommendations to the JHCC on plan design and health management programs based on the trend analysis;
2. Monitor and analyze health care legislation for potential impact on the state health plans;
3. Analyze plans' HEDIS data, issue logs and health plan contract compliance issues and make recommendations to the JHCC on actions it might take;
4. Monitor relevant health care issues and wellness initiatives and make recommendations to the JHCC for potential action.

The health care policy expert or analyst will at a minimum make quarterly reports to the JHCC on its activities and will function as an ongoing resource to the JHCC on health care policy and data analysis issues. The JHCC will develop a list of key issues and outcomes to be addressed by the expert or analyst. The JHCC labor co-chair will participate in the interview and selection process.

Explanation: *This language clarifies unused monies from one fiscal year are carried over and available the following fiscal years for both the Communication fund and the Health Care Policy Analyst. The Health Care Policy Analyst position will be funded by dedicated funds paid by DAS thereby eliminating the need for the premium surcharge.*

Instructions: *The twenty cent ($.20) surcharge shall no longer be added to employee's portion of the healthcare premiums.*

Effective Date: *July 1, 2006*

20.03 - Health Plan Characteristics

Effective with the commencement of the benefit period beginning on or after July 1, 200~~3~~**6, except as otherwise provided herein,** health plans offered to State employees must meet standards in the areas listed below. ~~Additionally features outlined in Article 20.06 for the Ohio Med PPO and other self-insured health plans may be implemented in the HMOs regardless of the~~

~~health plan by the Director of Administrative Services after consultation with the JHCC.~~ Prior to each subsequent rebidding or re-evaluation of health plans offered to State employees, the Director of DAS may revise the standards and add standards in additional areas if such revisions and/or additions are recommended by the JHCC.

Explanation: *Section 20.03 previously outlined benefits for the HMO's while Section 20.06 outlined the benefits for the statewide PPO (Ohiomed). For continuity and ease of administration, the parties agreed to merge these two sections as the majority of the benefits were the same. Most of the new language contained in this section was moved from Section 20.06.*

Effective Date: *July 1, 2006*

A. Networks

1. Health plan provider networks must have a full range of primary care and specialist physicians with reasonable numbers of each in relationship to eligible State employees.
2. Health plans newly offered to State employees shall insure that no more than a reasonable percent of network providers have closed practices, and shall attempt to facilitate inclusion in their network primary care physicians already serving State employees in their service area.
3. A designated percentage of primary care physicians and specialist physicians shall be board certified.
4. Health plans shall adhere to reasonable standards of access for every employee to primary care physicians and to hospitals in urban and rural areas in time and distance as recommended by the administrative subcommittee of JHCC.
5. Health plans shall agree to refrain from dropping any hospital or health care facility from the network during a benefit period, unless the health plan has notified the Employer, ~~has consulted with the administrative subcommittee, and has in good faith~~ and to the satisfaction of the ~~subcommittee~~ **labor and management co-chairs,** attempted to develop a method of delivering continuity of care for those persons who may be adversely affected by the change in the network.
6. Health plans shall include centers of excellence to perform highly specialized, high cost procedures such as transplants. The JHCC may modify this provision to best accommodate health plans while assuring quality services for ~~State employees~~ **participants. Furthermore, upon the recommendation of the JHCC, the Director of DAS may provide financial or other incentives (including but not limited to reduced co-pays or co-insurance) to participants to utilize quality providers.**
7. **Reimbursement to non-network providers shall be at a level no greater than the usual, customary, and reasonable fee/allowed amount which has been established by the plan administrator for that service or supply. HMO plans do not cover services by providers not in their network, except for emergencies. Ohio Med covers services by non-network providers, but at a reduced reimbursement rate.**
8. **For those employees assigned to work outside of Ohio who are enrolled in an indemnity plan, which does not offer the option of network providers and/or facilities, co-payments ("co-insurance") for services will be at least seventy percent**

(70%) by the plan and no greater than thirty percent (30%) by the participant, after the deductible and up to the out-of-pocket maximum.

9. No hospital, doctor, laboratory, or other health care provider can be added to a plan network in violation of the vendor's established selection criteria, or in violation of the vendor's established standards governing the number of hospitals and other providers which will be part of the plan network in any given geographic area.

10. Medical Necessity and Preventive Services

Health plans pay only for those covered services, supplies, and hospital admissions which are medically necessary or are classified as preventive services covered under the plan. Network providers and facilities are responsible for insuring that services, supplies, and admissions are medically necessary or preventive as defined by a plan. In plans with out-of-network benefits, the fact that a non-network provider may prescribe, order, recommend, guarantee, or approve a service, supply, or admission does not guarantee medical necessity or make such charges an allowable expense, even though they are not specifically listed as exclusions.

B. Cost Sharing

1. Except as modified by the director of the department of administrative services (das), who may revise or add to the requirements in this section if such revisions and/or additions are recommended by the jhcc, the following features will apply to this section.

a. Deductibles (Ohio Med only)

The in-network individual deductible is $200, and the family deductible is $400. The out-of-network individual deductible is $400, and the family deductible is $800. when any one family member has paid $200/$400 for eligible expenses, that person's deductible is met. the balance of the family deductible must be met by the combined expenses of other family members. Expenses which are applied towards meeting the individual or family deductible must be incurred during the benefit period.

b. Reimbursement Levels and Coinsurance

Network providers and hospitals shall be prohibited from balance billing, that is, from charging any participant any additional amount other than co-pays, coinsurance or deductibles for covered services. Network Providers shall submit bills and other required paperwork on behalf of the participant.

With the exception of certain preventive services which are covered at one hundred percent (100%) and office visits which are covered in full after payment of an office visit co-pay or other specified service, the plan will pay eighty percent (80%) of those covered services performed by network providers. In those instances the participant pays twenty percent (20%) of the plans' reimbursement rate up to the out-of-pocket maximum.

Non-network providers may or may not accept the plan's payment as payment in full. The plan will pay sixty percent (60%) of the plan's reimbursement rate for non-network providers for covered services. The

participant pays forty percent (40%). The non-network provider may bill the participant the balance between what is charged and what the plan allows.

c. Out-of-Pocket Maximum (OPM)

As soon as any individual in the family meets the individual coverage OPM, further eligible expenses on behalf of that individual shall be covered in full except as indicated below. All participants' eligible expenses shall count toward satisfying the individual and/or family OPM, except that any penalties paid shall not count toward satisfying the OPM. After participant eligible expenses have reached the OPM, eligible services are covered in full except where non-network providers engage in balance billing.

Explanation: *Ohio Med out-of-network deductibles increased as follows: individual from $300 to $400 and family from $600 to $800.*

Effective Date: *July 1, 2006*

C. Benefits and Exclusions

Only medically necessary eligible services are covered. The State, after consultation with the JHCC, may carve-out procedures and services, including but not limited to, durable medical equipment, laboratory, prosthetics so that carved-out procedures and services may be provided by a vendor other than the participant's health plan. After consultation with the JHCC, the Director of DAS may require participants to use centers of excellence for designated procedures or services. Additionally, upon the recommendation of the JHCC, the Director of DAS may place limits on certain benefits.

1. In-Patient Hospital Benefits:

Health plans will offer at least the following hospital services:

a. Unlimited duration of eligible medically necessary services except as provided herein

b. Semi-private room

c. Hospital ancillary services

d. Emergency room services

There is a ~~$25~~ **$75** charge for the use of the emergency room which does not result in an admission. **If there is a penalty charge established by the Department of Administrative Services for the non-emergency use of a non-network hospital, it shall be no greater than $350.**

~~Effective July 1, 2003 the Emergency Room co-pay will increase to $50. Effective July 1, 2004 the Emergency Room co-pay will increase to $75. If there is a penalty charge established by the Department of Administrative Services for the non-emergency use of a non-network hospital, it shall be no greater than $250. Effective July 1, 2003 the penalty shall be increased to $350.~~

e. Diagnostic ~~x-ray~~ **imaging** and laboratory tests

~~For pre-admission tests, eighty percent (80%) when using a network hospital; sixty percent (60%) of UCR/Allowed Amount when using a non-network hospital. For all others, when using a network hospital, eighty percent (80%) of charges. When using a non-network hospital, sixty percent (60%) of UCR/Allowed Amount. Deductibles apply. One hundred percent (100%) coverage after OPM is reached.~~

f. **All other eligible medically necessary treatments and procedures**
~~When using a network hospital, eighty percent (80%) of charges. When using a non-network hospital sixty percent (60%) of UCR/Allowed Amount. Deductibles apply. One hundred percent (100%) coverage after OPM is reached. However, note that some limitations and exclusions may apply. See 20.06 (E) above.~~

2. Other Than In-Patient-Hospital Benefits

Benefits for all health plans offered to State employees shall minimally include:

a. Physician services. **Routine office visits, house calls and consultations. Office visits provided by a network physician and billed by that office shall be covered at one hundred percent (100%) with no co-insurance or deductibles after a fifteen dollar ($15.00) co-payment. If such visit, house call, or consultation is covered on an out-of-network basis, the participant shall pay a thirty dollar ($30.00) co-payment.**

~~b. Inpatient hospital services~~

~~b.Other Charges~~

b. Outpatient medical services.

c. ~~(d)~~ Emergency medical services.

d. ~~(c)~~ Diagnostic laboratory and diagnostic and therapeutic radiological services.

e. Infertility services to include diagnostic services to establish cause or reason for infertility.

f. Preventive health care services, including at least the following:

(1) ~~(i)~~ voluntary family planning services, ~~infertility services;~~

(2) ~~(ii)periodic physical examinations~~; **routine physical examinations including routine lab profiles (including but not limited to cholesterol and other lab screenings) shall be paid at one hundred percent (100%) after the fifteen dollar ($15.00) co-pay with no co-insurance or deductible if provided by a network physician. If coverage is available for non-network physicians, benefits shall be paid up to one hundred fifty ($150) maximum after the thirty dollar ($30.00) co-pay with no deductible or co-insurance: one (1) every two (2) years for ages 40-59; one (1) each year for ages 60 and over.**

(3) ~~(iii)~~cervical cancer screening, **shall be paid at one hundred percent (100%) after the office co-pay with no co-insurance or deductible** which at a minimum shall include annual gynecological physical examinations, including screenings and rescreenings for cervical cancer for women age 18 and over, and for women younger than 18 who are sexually active. Adjunctive technologies approved by the U.S. Food and Drug Administration in addition to traditional papanicolaou smears shall be covered. Additional testing for cervical cancer is covered when medically necessary;

(4) ~~(iv)~~ **mammographies to detect the presence of breast cancer shall be covered as follows:** Routine or screening mammography (age 35-39) one in five years, **one screening or diagnostic mammography during that five (5) year period is covered at one hundred percent (100%) with no co-insurance or deductible** ~~up to an $85.~~; age 40 and older, annually **covered at one hundred percent (100%) with no co-insurance or deductible** ~~paid up to an $85 maximum~~; high risk individuals as needed, regardless of age **covered at one hundred percent (100%) with no co-insurance or deductible** ~~paid up to an $85 maximum~~.) Mammography coverage will include both males and females; **Any additional mammogram(s) shall be covered subject to deductibles or co-payments.**

(5) ~~(v)~~Pre-natal obstetrical care **and pre-natal care outreach. A pre-natal outreach program to encourage pre-natal care beginning in the first trimester.**

(6) ~~(u)~~Well-child care. ~~including at least annual physical examinations including hearing examinations, developmental assessments, anticipatory guidance, appropriate immunizations and laboratory tests in accordance with the recommendations of the American Academy of Pediatrics.~~ **Benefits are covered at one-hundred percent (100%) and not subject to the deductible. This includes the initial inpatient examination of a newborn infant. The plans cover annual physical exams including hearing examinations, developmental assessments, anticipatory guidance, immunizations (including, but not limited to meningococcal) and laboratory tests in accordance with the recommendations of the preventive care task force guidelines (or other recommending body as determined to be appropriate by the JHCC.**

g. ~~(g)Services of skilled nursing care facilities.~~ **Skilled Nursing Facility, including Extended Care is covered at eighty percent (80%) for up to one hundred eighty (180) days for each confinement provided that the benefit must immediately follow a hospital confinement, or provided that the confinement will avoid a hospitalization which would otherwise be necessary. Coverage is at eighty percent (80%) of the UCR/allowed amount and not subject to deductibles and co-pays. Additional days of coverage for medically necessary care at sixty percent (60%) of the UCR/allowed amount and are not subject to deductibles.**

h. ~~(h)~~Allergy injections.

i. ~~(i)~~Home Health Care Services: **Home Health Care (noncustodial) services prescribed by a physician to treat a medical condition for which the patient was or would otherwise have been hospitalized shall be covered at eighty percent (80%) if provided by a network provider, and at sixty percent (60%) of UCR/allowed amount if provided by a non-network provider in plans that permit use of non-network providers. Such benefit shall not exceed one hundred (100) visits or one hundred eighty (180) days, whichever is greater.** ~~with ninety percent (90%) coverage of medically necessary non-custodial care (with no arbitrary day or visit limitations).~~

j. ~~(j)~~Registered dietician services for medically necessary conditions up to two visits per patient per condition per year and obesity management.

k. ~~(k)~~Physical therapy.

l. ~~(l)~~Occupational therapy.

m. ~~(m)~~Speech therapy.

n. ~~(n)~~Chiropractic services.

o. ~~(o)~~Initial internal or external prosthetic devices and medically necessary replacements~~.~~ **at eighty percent (80%) coverage.**

p. ~~(p)~~Non-experimental organ transplants. **One million dollar($1,000,000) lifetime maximum per covered person. Participants are required to utilize a center of excellence for transplants, if available through their plan.**

q. ~~(q)~~Liaison services with the State Employee Assistance Program.

r. ~~(r)~~No fewer than three disease management programs unless otherwise provided by the State through contracts with disease management vendors. The disease management programs shall not be subject to deductibles or co-payments. Two of the disease management programs must address diabetes and asthma.

~~w. (s)An outreach program to encourage prenatal care and a high risk pregnancy case management program.~~

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

~~(u)Well-child care. including at least annual physical examinations including hearing examinations, developmental assessments, anticipatory guidance, appropriate immunizations and laboratory tests in accordance with the recommendations of the American Academy of Pediatrics.~~

t. ~~(v)~~ Tetanus immunization; annual influenza immunizations **pneumococcal vaccine (for high risk individuals), rubella vaccine** for adults age 18 and over.

u. ~~(x)~~ **Ambulance service**

v. ~~(y)~~**Tubal Ligation.** ~~Not covered if performed incidental during another procedure.~~

w. ~~(z)~~ **Vasectomy**

x. ~~(aa)~~ **Hemodialysis**

y.~~(bb)~~ PSA Testing. Protein specific antigen (PSA) screening. One (1) screening test per 12 months for men age 40 and over~~.~~ **covered at one hundred percent (100%) and not subject to the deductible.**

z. ~~(x)~~**Hospice services, with one hundred percent (100%) coverage of medically appropriate care (with no deductibles, copays or arbitrary day or visit limits).**

aa. ~~(y)~~**Durable medical equipment**

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

cc. ~~(aa)~~ **Birth control, including oral contraceptives, patches, IUDS, injectibles (e.g., Depo Provera), implantable contraceptives (e.g., Norplant) and diaphragms.**

dd. ~~(ee)~~ **Cancer Clinical Trials (Ohio Med only)**

Participation in National Cancer Institute (NCI)-sponsored clinical trials for cancer is covered on a limited basis. This is an exception from the coverage exclusions for experimental procedures. Ohio Med coverage includes Phase II and Phase III clinical trials and does not extend beyond the specific parameters and restrictions of existing trials. All care and testing required to determine eligibility for an NCI-sponsored clinical trial and all medical care that is required as a result of participation in a clinical trial will be eligible for coverage by the Ohio Med. Pre-authorization is required. A participant should contact Ohio Med Administrator for more information. Upon recommendation

of the JHCC the Director of DAS may approve coverage for additional Phase II and Phase III clinical trials.

ee. Screening flexible sigmoidoscopy every five (5) years beginning at age 50 covered at one hundred percent (100 %) with no deductible.

ff. Screening colonoscopy every ten (10) years beginning at age 50, covered at one hundred percent (100%) with no deductible.

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

Explanation: *The parties negotiated several enhancements to the core benefits including 100% coverage of certain preventative care after applicable office co-payments; 100% coverage of diabetes supplies if enrolled in a disease management program; and coverage of hearing aids. Some benefits that differed between the HMO's and PPO's were decreased to be consistent across plans.*

Effective Date: *July 1, 2006*

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3. ~~(w)~~ **Pharmacy Benefits**

a. Pharmacy benefits are available to all State of Ohio employees and their dependents enrolled in a health plan. Pharmacy benefits may be provided by the individual health plan or upon the recommendation of the JHCC, the Director of DAS may carve-out pharmacy benefits from the health plans.

b. The JHCC will review the procedure for obtaining biotech drugs and upon recommendation of the JHCC, the Director of DAS may require that such biotech drugs be obtained from specialty pharmacies. Furthermore, upon recommendation from the JHCC, the Director of DAS may establish a separate cost-sharing structure for biotech or lifestyle drugs.

c. After consultation with the JHCC the Director of DAS may implement the following:

(1) Alternative pharmacy cost-sharing plan options such as co-insurance.

(2) Coverage of certain Over-the-Counter (OTC) drugs.

(3) Alternative pharmacy procurement and distribution channels.

d. No health plan may remove from its formulary or require preauthorization for any prescription drug that is among its ten most frequently prescribed drugs unless the health plan has notified the Employer and consulted with the JHCC, including in that consultation a review of the health plan research recommending that the drug be excluded or put on preauthorization status.

e. Retail pharmacy program. There will be a program for short-term (up to thirty (30) days) prescriptions, with easy access to pharmacies throughout the state. Commencing July 1, 200~~3~~**6**, co-pays for a 30-day supply of prescription drugs including coverage of prescriptions from a licensed dentist are:

$~~7~~10 co-payment for generic, $~~15~~20 co-pay for a formulary brand name drug, and a $~~30~~40 co-pay for a non-formulary brand name drug. Where a generic equivalent is available, the co-pay for a non-formulary brand name drug shall be $~~30~~40 and the difference in cost between the generic equivalent and the non-formulary brand name drug. Commencing July 1, ~~2004~~7 the following drug co-pays shall apply. Co-pays for a 30-day supply of prescription drugs including coverage of prescriptions from a licensed dentist are: $10 co-payment for generic, $~~20~~22 co-pay for a formulary brand name drug, and a $~~40~~44 co-pay for a non-formulary brand name drug. Where a generic equivalent is available, the co-pay for a non-formulary brand name drug shall be $~~40~~44 and the difference in cost between the generic equivalent and the non-formulary brand name drug. **Commencing July 1, 2008, the following drug co-pays shall apply. Co-pays for a thirty (30) day supply of prescription drugs including coverage of prescriptions from a licensed dentist are: $10 co-payment for generic, $25 co-pay for a formulary brand name drug and a $50 co-pay for a non-formulary brand name drug. Where a generic equivalent is available, the co-pay for a non-formulary brand name drug shall be $50 and the difference in cost between the generic equivalent and the non-formulary brand name drug.**

f. Mail Order Drug Program

When a prescription for long-term or maintenance medications lasting more than thirty (30) days is necessary, persons enrolled in Ohio Med must use the mail order program for long-term maintenance drugs after the second prescription fill at retail.

From July 1, 200~~3~~6 through June 30, 200~~4~~7, the following co-pays for mail order prescriptions of ninety (90) days shall apply. For a generic drug the co-pay is $~~14~~25. The co-pay is $~~30~~50 for a formulary brand name drug, and $~~60~~100 for a non-formulary brand name drug. Where a generic equivalent is available, the co-pay for a non-formulary brand name drug is $~~60~~100 and the difference in cost between the generic equivalent and the non-formulary brand name drug. Commencing July 1, 200~~4~~7, the following co-pays for mail order prescriptions of ninety (90) days shall apply. For a generic drug the co-pay is $25. The co-pay is $~~50~~55 for a formulary brand name drug, and $~~100~~110 for a non-formulary brand name drug. Where a generic equivalent is available, the co-pay for a non-formulary brand name drug is $~~100~~110 and the difference in cost between the generic equivalent and the non-formulary brand name drug.

~~The JHCC will review the procedure for obtaining biotech drugs and upon recommendation of the JHCC the Director of DAS may require that such biotech drugs be obtained from specialty pharmacies. Furthermore, upon recommendation from the JHCC the Director of DAS may establish a separate co-pay structure for biotech drugs.~~

Commencing July 1, 2008 the following co-pays for mail order prescriptions of ninety (90) days shall apply. For a generic drug the co-pay is $25. For a formulary brand name drug the co-pay is $62.50. For a non-formulary brand name drug the co-pay is $125. Where a generic equivalent is available the co-pay for a non-formulary brand name drug shall be $125 and the

difference in cost between the generic equivalent and the non-formulary brand name drug.

Explanation: *New language outlines changes to the prescription drug program. For the Ohio Med mandatory mail, members may now have two prescription fills at retail before being required to participate in the mandatory mail program.*

Effective Date: *July 1, 2006*

FOR RETAIL PRESCRIPTIONS

Benefit Year	Generic	Formulary Brand	Non-Formulary Brand	Non-Formulary Brand where generic equivalent exists
07/01/06	$10	$20	$40	$40 + difference in cost
07/01/07	$10	$22	$44	$44 + difference in cost
07/01/08	$10	$25	$50	$50 + difference in cost

FOR MAIL ORDER PRESCRIPTIONS - UP TO 90 DAY SUPPLY

Benefit Year	Generic	Formulary Brand	Non-Formulary Brand	Non-Formulary Brand where generic equivalent exists
07/01/06	$25	$50	$100	$100 + difference in cost
07/01/07	$25	$55	$110	$110 + difference in cost
07/01/08	$25	$62.50	$125	$125 + difference in cost

Note: HMO's mail order prescription services are voluntary. In Ohio Med, prescriptions for maintenance drugs (30 days and greater) are mandatory mail order and can be prescribed for up to 90 days for each order.

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g. Prior Authorizations and Exclusions For Prescription Drug Programs

(1) Prior Authorization. A number of prescription drugs require prior authorization, all approvals for such prescriptions will be handled by the Pharmacy Benefit Manager (PBM). During the life of this contract other drugs may be added to the list of prior authorization after consultation with the JHCC, if required.

(2) It is recognized that certain drugs may not be covered by the plans.

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

~~(y)Durable medical equipment at one hundred percent (100%) coverage.~~

~~(z)Mental health services are provided as described in Section (B)(3)below.~~

~~(aa) Birth control, including oral contraceptives, patches, IUD, injectibles (e.g., Depo Provera), implantable contraceptives (e.g., Norplant) diaphragms.~~

4.~~3. E.~~Health Plan Exclusions and Limitations

Exclusions and limitations shall be as follows:

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

b. Local anesthesia when billed separately, and hypnotism used for anesthetic purposes.

c. Elective cosmetic surgery performed only for the purpose of changing or improving appearance.

d. Custodial care, care in a sanitarium, rest home, nursing home, rehabilitation facility, health resort, health spa, institution for chronic care, personal care, residential or domiciliary care, home for the aged, camp or school.

e. Personal comfort services such as telephones, radio, television, barber and beauty services, or in connection with air conditioners, air purification units, humidifiers, allergy-free pillows, blanket or mattress covers, electric heating units, swimming pools, orthopedic mattresses, vibratory equipment, elevator or stair lifts, blood pressure instruments, stethoscopes, clinical thermometers, scales, elastic bandages, stockings, or wigs; unless otherwise provided for by a specific benefit.

f. Devices for simulating natural body contours unless prescribed in connection with a mastectomy.

g. Charges which exceed the usual, customary and reasonable/allowed amount maximums.

h. Chest x-rays and eye examinations and preventive care not necessary to the treatment of an illness, injury, or disease.

i. Services which are not medically necessary or are not classified as preventive services.

j. Services received before the effective date of the contract, or services not specifically covered by the contract.

k. Expenses of injury or illness paid for or furnished by an Employer, whether under Workers' Compensation or otherwise, and services provided and paid by any governmental program or hospital.

l. Vitamins, dietary or food supplements or non-prescription drugs.

m. Routine foot care.

n. Orthotics.

o. Treatments or diagnosis for obesity, including diet control, exercise and weight reductions, except for morbid obesity. This exclusion does not apply to any obesity or disease management program agreed to by the parties.

p. Illness or injury related to war (declared or undeclared) or by participation in civil disturbance.

q. Devices used for contraceptive purposes, except birth control pills, IUD, patches, injectables, (e.g., Depo-Provera), implantable contraceptives (e.g., Norplant), diaphragms which are covered by the plan.

r. In Vitro fertilization and embryo transplantation, gamete introfallopian transfer (GIFT), and any costs associated with the collection, preparation or storage of sperm for artificial insemination (including donor fees).

s. Reverse sterilization.

t. Dental care, including osseous surgery. If no dental insurance exists or does not cover osseous surgery, such surgery shall be covered as any other surgery.

u. Eyeglasses, contact lenses, or examinations for the fitting of such devices or for the prescription of such devices, unless necessitated as a result of an injury, illness or disease.

v. Ordinary bandages and dressings.

w. Expenses which are covered under any other group insurance program.

x. Expenses incurred in a Skilled Nursing Facility for:

(1)Services rendered or supplies furnished principally for custodial care, which includes, but is not limited to, non-medical, day-to-day patient care such as assisting the patient to get dressed and use bathroom facilities;

(2)Services rendered for care of senile deterioration, mental deficiency or retardation.

y. Services rendered principally for care of mental illness.

z. Examinations and procedures performed for screening-testing done without necessity, except as specifically provided by Article 20, when not indicated by symptoms or performed for treatment, including pre-marital testing surveys, research, and any procedure performed in connection with a physical examination ordered or required by an Employer as a condition of employment or the continuance of employment.

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

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

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

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

ee. Treatment programs which are not of proven value or whose value is under investigation; research-oriented treatment; developmental or perceptual therapy; primal therapy; biofeedback; marriage counseling; orthomolecular testing and therapy; cathectathon therapy; marathon therapy; collaborative therapy. A drug or treatment is considered experimental or investigational if it cannot be legally marketed in the U.S.; it is a subject of Phase I, II or III clinical trials or under study to determine dosage, toxicity, safety, efficacy or efficacy compared with standard

means of treatment; or reliable evidence shows that the consensus of experts is that further studies are necessary to determine maximum dosage, toxicity, safety, efficacy or efficacy compared with standard means of treatment. Treatment in approved cancer clinical trials pursuant to the DAS cancer clinical or other das approved trial program(s) are covered.

ff. Clinic charges which are services billed by a resident, intern or other employee of a hospital or skilled nursing facility.

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

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

ii. Any service considered to be in the category of mental health and substance abuse which is provided to covered persons under a separate plan as described in Section 20.03 (C)(5).

jj. Hepatitis B vaccinations provided for employees pursuant to other terms of a collective bargaining agreement.

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

5. ~~4.~~ Mental Health/Substance Abuse

A managed mental health and substance abuse program is provided to all ~~State employees~~ **participants** enrolled in any Employer-sponsored health plan. Premiums for the managed mental health and substance abuse program shall be calculated and shall be added to the health plan premiums. The Employer shall contract for ~~State employee~~ mental health and substance abuse benefits only under this program provided, however, that by agreement of the Director of DAS and the JHCC the benefit delivery system for this benefit may be changed.

The managed care vendor shall provide quarterly reports to DAS, which shall share the reports with the JHCC, on utilization and treatment outcomes, and on the composition of its provider network (including contracted facilities). The vendor will also provide information about its programs for use in the participant education program.

Programs must include the following features:

a. A full range of culturally diverse service providers, including psychiatrists, psychologists, social workers, and licensed and certified alcohol and drug counselors;
b. A full range of facilities, including inpatient facilities and facilities for residential treatment (halfway houses, transitional programs, etc.);
c. A full range of programs at various treatment levels, including inpatient treatment, a variety of intensive outpatient programs, and a variety of outpatient programs;
d. A range of service providers and facilities within a reasonable distance in all parts of the State;
e. Group programs on smoking cessation, stress management, weight control, family discord, and other life stress management issues;
f. Timely responses to emergency calls;

g. Protocols and programs for integrating mental health/substance abuse and other physical health programs;
h. Coordination with the State Employee Assistance Program;
i. No preset caps on ~~employee~~ **participant** visits or treatment;
j. A provision that the program will pay the costs of treatment by a provider not included in the managed care network for those persons for whom an appropriate provider is not available as follows: an outpatient provider shall be available to ninety percent (90%) of employees within 20 miles of their home; an inpatient provider shall be available within 60 miles of an employee's home;
k. Separate standards and incentives, for the program to provide appropriate amounts of treatment at the various treatment levels (inpatient, intensive outpatient, etc.);
l. Use of the proper placement criteria;
m. Separate, appropriate diagnostic capacity for discrete categories of illness (e.g. Mental health, substance abuse, eating disorders);
n. Internal financial arrangements which will not encourage under-treatment, placement at inappropriately low levels of treatment, or withholding of treatment;
o. Capacity to provide appropriate critical incident stress debriefing in conjunction with the State Employee Assistance Program;

D.~~C.~~ Quality Standards

1. All licensed health plans offered to State employees shall be accredited by the National Committee for Quality Assurance unless the health plan is of a type not accredited by NCQA. The NCQA accreditation requirement may be waived by the Director of DAS after consultation with the JHCC to evaluate whether the quality measures can be met without the NCQA certification. The JHCC may require that any other health plans offered to State employees be accredited by an appropriate accreditation body.
   a. Any health plan must be properly accredited prior to submitting a bid or otherwise seeking to provide services to State employees. Such accreditation shall be in accordance with ~~(C)(1)~~ **(D)(1).**
   b. Any health plan providing services to State employees which loses its accreditation with NCQA or other accrediting body as described in ~~(C)(1)~~ **(D)(1)** above shall, from the time of such loss of accreditation, no longer be offered to newly eligible State employees, and shall not be offered to employees at the time of the next open enrollment period **unless the DAS Director, upon the JHCC's recommendations, determines that the plan continue to be offered.**
2. Customer Service
   All health plans offered to State employees shall have in place a toll free customer service telephone line.
3. Reporting Requirements
   Following the NCQA data definitions and specifications, all health plans shall annually submit to DAS and NCQA both HEDIS data and customer service performance data for its commercial membership, and to DAS both HEDIS data and customer service performance data for its State employee membership. Such data shall be presented to the JHCC administrative subcommittee.
4. Administrative
   a. Health plans must be able to demonstrate to the DAS Benefits Administration that they can successfully provide services for their anticipated enrollment.

b. Health plans must ensure that all ~~State employee members~~ **participants** ~~and their covered dependents~~ are held harmless from any charges beyond established fees or co-pays for any benefit provided consistent with the health plan, regardless of the contracting or non-contracting status of the provider.

c. All licensed health plans will carry reinsurance coverage holding ~~employees~~ **participants** ~~and dependents~~ harmless from any charges resulting from out-of-network claims in the event that the health plan becomes insolvent.

E.~~D.~~Coordination Of Benefits

If a health plan which is self-insured or otherwise unregulated is the secondary payer, the amount which the plan will pay shall be limited to an amount that will yield a benefit no greater than what would have been paid if the plan were the primary payer. The primary plan's benefit is subtracted from the amount the plan normally pays.

F. Wellness and Health Management

1. The State and the Union are jointly committed to promoting healthy lifestyles for State of Ohio employees. To that end the labor co-chair of the JHCC will serve on the State Healthy Ohioans committee. Furthermore, those agencies that wish to develop joint labor management wellness committees to further promote wellness initiatives within their agency may do so. The activities of the wellness committees may include but are not limited to the following:

a.Identify areas where employees can exercise on state property on breaks, lunch or off hours;

b.Identify ways to acquire exercise equipment for State employees to use;

c.Disseminate wellness information to State employees in a variety of ways including but not limited to newsletters, wellness fairs, lunch seminars, internet information;

d.Secure discounts for fitness clubs/gyms for State employees;

e. Work with management to eliminate barriers to employees attending wellness events or accessing wellness information.

2. Such wellness initiative shall not be construed to represent a fitness for duty requirement nor shall this Section be tied to any State fitness for duty requirements. The JHCC will review the progress of agency wellness programs. The JHCC will also explore incentives and disincentives for employee participation and make recommendations for implementation of Statewide Wellness Initiatives to the Director of DAS.

3. Health Management Programs shall be available to all participants enrolled in a health plan regardless of which plan they are enrolled in. The State, in consultation with the JHCC, may carve-out health management services from any or all health plans.

4. No later than July 1, 2008 the State shall offer to employees a wellness track option which may offer employees a monthly premium reduction or other monetary incentive for those employees who participate in the wellness track. The JHCC will be consulted on the type and amount of premium reduction or monetary incentive.

Explanation: *The new language is in Sub-section 5 which allows the State to offer a wellness track which may offer monthly premium reduction or other monetary incentive to those who participate.*

Effective Date: *July 1, 2006*

20.04 - Health Plan Selection And Contracting

A. Unless determined otherwise by the Director of DAS upon recommendation by the JHCC the Employer will seek to contract with and offer to employees two (2) health plans in each county **or other appropriate geographic grouping. The Director of DAS may reduce the number of health plans offered upon the JHCC recommendation that a sufficient choice of plans or plan options exist.** In addition, a statewide PPO will be available in every county. **Upon recommendation of the JHCC the Director of DAS may offer alternative health plans including but not limited to multiple plan designs and networks and delivery models for medical and drug benefits. If** ~~T~~the administrator of the **PPO is unable to provide a PPO network outside of Ohio, it** shall also make available a self-insured indemnity plan to State employees assigned to work outside of Ohio.

B. During the evaluation and selection process, cost will be weighted at no more than 50 percent (50%) of the total. The financial part of the evaluation tool can be increased beyond 50% by the Director of DAS after consultation with the JHCC to evaluate if quality is not compromised.

C. At any time during this Agreement, the Employer may also conduct rate negotiations with health plans. Negotiations shall only be concerning rates, and once begun, the Employer shall not accept new health plan proposals to amend their schedule of benefits, co-payments, deductibles, or out-of-pocket maximum. The Employer shall consult with the JHCC about the rate negotiations and inform the JHCC on the progress and results of said rate negotiations. If negotiations with a particular health plan do not result in rates which are satisfactory to the Employer, the Employer may, after providing notice to the JHCC refuse to permit any new enrollment in said health plan or cancel the health plan contract.

D. A consultant with expertise in large group purchasing strategies and quality measurement will be retained to assist in the development and implementation of the health plan selection process, and may be retained to assist with rate negotiations. Experience in the public sector and with employee unions will be a factor in the consultant selection process.

E. Where it is advantageous to the Employer and its employees, DAS may execute multi-year contracts or contract extensions with health plans.

~~F. The State, in conjunction with the JHCC, will continue to explore the possibility and impact of implementing a self-funded health plan that is similar in design to an HMO or the establishment of other types of health plan(s). This/these plan(s) may be in addition to the self-funded PPO. In the event such a plan(s) is/are implemented, the JHCC will recommend to the Director of DAS if any HMO products will be offered to employees.~~

F.~~G.~~If other political subdivisions or Employers are permitted to enroll in the State employee health plans the State will take measures as are necessary to protect such health plans from adverse experience of such admitted subdivisions or Employers.

Explanation: *The new language allows the State to use an alternative to county when offering health plans to accommodate OAKS Benefits application.*

Effective Date: *July 1, 2006**
**Expected implementation of OAKS Benefit module is April 2007 in preparation for benefit year July 1, 2007.*

20.05 - Employee Costs

A. Regardless of the plan, employees will pay ~~ten~~ **fifteen** percent ~~(10%)~~ **(15%)** of the premium **and the Employer will pay 85% of the premium; however, for any alternative plans offered pursuant to Section 20.04 (A), the employees' premium share will be determined by the Director of DAS, but will not exceed fifteen percent (15%) of the premium.** ~~provided however, that for an HMO health plan the Employer will pay the lesser of 1) ninety percent (90%) of the statewide HMO single and family average rates or 2) 90% of the Ohio Med PPO single and family rates.~~

~~Effective July 1, 2005, employees will pay fifteen percent (15%) of the premium, provided however, that for an HMO health plan, the Employer will pay the lesser of 1) eighty-five percent (85%) of the statewide HMO single and family average rates or 2) eighty-five percent (85%) of the Ohio Med PPO single and family rates.~~

In the fall of 2006 and 2007 employees enrolled in a self-funded health plan (Ohio Med and any other self-funded plans) will receive a one (1) month rate holiday and will make no premium payment in each of those months.

~~Effective November 1st of 2003~~ ~~t~~The State will ~~commence the~~ process ~~of~~ deducting the employee's monthly share of the health care premium twice a month **or bi-weekly as determined by the Employer**. ~~The first half of the employee's share of the monthly premium will be deducted from the first paycheck that the employee receives in a month. The remaining balance of the employee's share of the monthly premium will be deducted from the second paycheck that the employee receives in a month.~~

Explanation: *This language allows the Director of DAS to establish different premium share for alternative health plans as long as the employee's share does not exceed 15%. The statewide average language was abolished which may impact the premium rates set by some of the HMO's.*
Premiums will continue to be deducted twice a month. It was necessary to delete reference to "paycheck" to accommodate how the OAKS Benefits program will process payments.
In October 2006 and October 2007, neither the employee nor the agency will have to pay healthcare premiums for those two identified months.

Effective Date: *July 1, 2006*

B. The Employer's premium share of ~~ninety percent (90%)~~ **eighty-five (85%)** ~~(eighty-five percent (85%) beginning July 1, 2005)~~ shall be paid only on behalf of the following employees:

(1) Full-time employees.

(2) For part-time employees (including established-term **appointments (ETA's) employees (unless modified by a agency-specific agreement)** ~~regular and established term irregular employees~~) according to the schedule in 20.05(C), provided that all part-time employees who were grandparented under the provisions of the previous Agreements shall continue to have premiums paid pursuant to those provisions.

C. The Employer's premium share for all part-time employees shall be paid as follows:

(1) The Employer shall pay no share of the premium for part-time employees who are in active pay status an average of less than forty (40) hours in a bi-weekly pay period. However, such employees shall have the option of self-paying the entire health plan premium.

(2) The Employer shall pay fifty percent (50%) of the premium for part-time employees who are in active pay status an average of forty (40) hours or more but less than sixty (60) hours in a bi-weekly pay period.

(3)The Employer shall pay seventy-five percent (75%) of the premium for part-time employees who are in active pay status an average of sixty (60) hours or more but less than eighty (80) hours in a bi-weekly pay period.

(4)The Employer shall pay ~~ninety percent (90%)~~ **eighty-five (85%)** of the premium for part-time employees who are in active pay status an average of eighty (80) hours or more in a bi-weekly pay period. ~~Effective July 1, 2005, the Employer shall pay eighty-five percent (85%) of the premium for part-time employees who are in active pay status an average of eighty (80) hours or more in a bi-weekly pay period.~~

Average hours in active pay status beginning with the pay period shall be calculated semi-annually on the basis of the thirteen (13) pay periods, which start with the pay period that includes January 1 or July 1, respectively.

For newly hired part-time employees, estimated scheduled hours shall determine the Employer contribution toward the premium cost for the first six (6) months of employment. However, if an employee has been in active pay status during at least six bi-weekly pay periods at the time that a pay period including January 1 or July 1, commences, calculations for the Employer contribution toward the premium cost shall be based upon the employee's average hours in active pay status for the number of weeks the employee worked.

Employees subject to the pro-rated Employer health plan premium share under this subsection shall be advised in writing regarding the amount of the Employer's share which applies to them. Such information shall be provided to said employees as soon as practicable after the pay periods including January 1 and July 1 of each year.

An Employee who declined enrollment in a health plan because he/she was not eligible to receive any Employer contribution pursuant to this Section, and who after a semi-annual calculation of average hours would otherwise become eligible to receive some Employer contribution, may enroll in a health plan within forty-five (45) days from the annual calculation date.

Employer payments for premium costs under this Article shall continue during unpaid family leaves granted pursuant to Section 31.01, provided the employee continues to contribute his/her share of the premium.

Explanation: *B.(2) Part-time Grandparenting Information*
All part-time permanent and established-term employees with an appointment date prior to March 1, 1994 who were in active pay status more than 500 hours in calendar year 1993.
All part-time permanent and established-term employees with an appointment date after June 30, 1993 and before January 1, 1994 whose average hours in active pay status was 40 hours or more per biweekly pay period.

D. ~~Regardless of the plan~~ **Except as provided for in Section 20.04 (A)**, employee co-~~payments~~ **insurance** shall not exceed twenty percent (20%) of the paid charges for **covered** network services. In health plans which offer to employees the option of using a network or a non-network provider or facility, employee co-~~payments~~ **insurance** when using a non-network provider or facility shall not exceed forty percent (40%) of **the plan's** ~~administrator's~~ **reimbursement rate for non-network providers. The non-network provider may bill the participant the balance between what is charged and what the plan allows.** ~~paid charges.~~ In health plans which do not have network providers and/or network facilities, employee co-~~payments~~ **insurance** shall not exceed thirty percent (30%) of paid charges when using a service type (i.e., providers or facilities) for which a network option does not exist.

E. ~~Regardless of the plan~~ **Except as provided for Section 20.04 (A)**, employee out-of-pocket maximums for a benefit period shall not exceed $1,000 for single coverage and $2,000 for family coverage when using **covered** network services. In health plans which offer to employees the option of using a network or non-network provider or facility, employee out-of-pocket maximums for a benefit period shall not exceed a combined total of $2,000 for single coverage and $4,000 for family coverage **for covered services** in any instance. In health plans which do not have network providers and/or network facilities, employee out-of-pocket maximums for a benefit period shall not exceed $1,000 for a single coverage and $2,000 for family coverage **for covered services** for use of a service type (i.e., providers or facilities) for which a network option does not exist.

F. Health Care Spending Account – ~~As soon as possible but by no later than January 1, 2005~~ **The Employer will continue to offer** a Health Care Spending Account ~~will be offered~~ to employees. **Only employees who have completed their new hire probationary period are eligible to enroll in the health care spending account.** The purpose of this account is for employees to use pre-tax earnings to pay for **eligible** ~~medical~~ **health care** costs as allowed by IRS Code 125 **incurred within a calendar year**. Such ~~medical~~ **health care** costs may include, but are not limited to, annual deductibles, co-pays, co-insurance and medical procedures not covered by the **medical, dental, and vision** plans like acupuncture, Lasik eye surgery, etc. The Health Care Spending Account Third Party Administrator's fee will be **paid for by the State for those employees who upon enrollment commit to place one thousand ($1,000) or more in the health care spending account. Employees who commit to place less than one thousand ($1,000) in the fund will be charged an administration fee. The State will use** ~~funded through~~ payroll tax savings derived from the plan ~~and administrative fees~~ **to reduce the amount of the administration fee charged** to plan participants. ~~The planning subcommittee will develop the selection criteria for the Third Party Administrator who will administer the program and will recommend to the Director of~~

~~DAS which vendor is to be selected.~~ The annual cap for the employee contribution to the fund shall be ~~$500~~ **two thousand ($2,000) for tax year 2007. This amount will be increased to three thousand ($3000) for tax year 2008.** ~~for the first twelve months of the account's existence and will increase to $1,000 for the second and subsequent years of the account's existence.~~ Upon recommendation of the JHCC the Director of DAS may increase these caps~~.~~**, implement the IRS permitted grace period, and/or implement a debit card to be used by employees to purchase IRS approved medical expenses with their account dollars.**

Explanation: *Added language that reflects current practice that employees must have completed a "new hire" probationary period to be eligible. The terminology was used to differentiate between employees serving an initial probationary period due to an inter-agency transfer rather than an initial hire.*
Added language that waives the administrative fee for employees who contribute more than $1,000.

Effective Date: *January 1, 2007 (Open enrollment period is in October 2006)*

20.06 Voluntary Supplemental Benefit Plans

The only voluntary supplemental benefit plans offered to state employees whether provided through insurance or otherwise will be those selected via a State administered request for proposal process or pursuant to Article 21 of this agreement. Only those employees enrolled in a voluntary supplemental benefit plan on the effective date of this agreement that was not selected pursuant to this paragraph may continue to participate in such program.

Explanation: *This new language limits an OCSEA bargaining unit employee's ability to have payroll deductions for voluntary supplemental benefit plans effective March 1, 2006, for vendors that are* ***not*** *on a state contract or offered through the Benefits Trust. OCSEA employees enrolled prior to March 1, 2006 may continue to have payment for these plans processed through state payroll deductions. Further, these employees may modify the benefit level they are currently purchasing with that vendor, but may not add additional products. For example, an employee who has life insurance through a non-eligible vendor who wants to increase coverage or change a dependent after March 1, may do so. He/she may NOT, however, add disability supplemental insurance through that same vendor thereby increasing their current payroll deduction. This language does not prevent an OCSEA member from purchasing products from these vendors on their own time outside the workplace; it only precludes the ability to pay for these products via a state payroll deduction.*

Instructions *Payroll officers shall not process any new payroll deductions for voluntary benefits for enrollment cards signed on or after March 1, 2006.*

Effective Date: *March 1, 2006*

20.06 - Ohio Med PPO and Other Self-Insured Health Plans

Except as modified by the Director of the Department of Administrative Services (DAS), who may revise or add to the requirements in this section if such revisions and/or additions are recommended by the JHCC, the following features will apply to this section.

Unless otherwise mutually agreed to by the JHCC, a health plan(s) established pursuant to 20.04 F shall have benefits comparable to those of the current Ohio Med plan and those benefit changes agreed to thereafter. In addition, such plans shall also have at least the following features unless otherwise mutually agreed to by the JHCC.

A. Employee Deductibles and Out-of-Pocket Maximum (OPM)

The in-network individual deductible is $200, and the family deductible is $400. The out-of-network individual deductible is $300, and the family deductible is $600. As soon as any individual in the family meets the individual $200 deductible, that person shall be covered immediately even though the full family deductible has not been met.

Expenses which are applied towards meeting the individual or family deductible must be incurred during the benefit period.

As soon as any individual in the family meets the individual coverage OPM, further expenditures on behalf of that individual shall be covered in full except as indicated below. All employee expenditures on behalf of the employee and his/her dependents shall count toward satisfying the individual and/or family OPM, except that any penalties paid shall not count toward satisfying the OPM. After employee expenditures have reached the OPM, benefits are covered in full except where non-network non-participating (non-PAR) providers engage in balance billing.

B. Medical Necessity and Preventive Services

Health plans pay only for those covered services, supplies, and hospital admissions which are medically necessary or are classified as preventive services covered under the plan. Network providers and facilities are responsible for insuring that services, supplies, and admissions are medically necessary or preventive as defined by a plan. The fact that a non-network provider may prescribe, order, recommend, guarantee, or approve a service, supply, or admission does not guarantee medical necessity or make such charges an allowable expense, even though they are not specifically listed as exclusions.

C. Reimbursement, Paperwork, Balance Billing, and UCR/Allowed Amount Fees

Under the Ohio Med PPO there are different levels of reimbursement rates depending on the provider's contractual relationship with the Ohio Med Administrator.

Those levels are as follows:

Network provider's accept the administrator's reimbursement rate as payment in full for their services. Except for the office visit benefit in 20.06 (F), the plan will pay eighty percent (80%) of those services done by network providers. In those instances the employee pays twenty percent (20%) of the administrator's reimbursement rate up to the out-of-pocket maximum as defined in Section 20.05(c).

Non-network providers may or may not accept the administrator's payment as payment in full depending on whether or not they are participating (PAR) providers (see explanation below). The plan will pay sixty percent (60%) of the administrator's reimbursement rate for non-network providers. The employee pays forty percent (40%).

~~Some non-network providers may have contractual arrangements with the administrator, which makes them participating providers. PAR providers will accept the administrator's reimbursement rate as payment in full. Employees will pay only forty percent (40%) of the administrator's reimbursement rate up to the out-of-pocket maximum as defined in Section 20.05(c).~~

~~Non-PAR providers may not accept the administrator's reimbursement rate as payment in full and may bill enrollees for the difference between what the administrator pays and what is charged (balance-billing). Employees receiving services from non-network, non-PAR providers will pay forty percent (40%) of the administrator's reimbursement rate and may be balanced billed for the difference between the administrator's reimbursement rate and the provider's charge. Any amount above the administrator's usual reimbursement rate is not applied to the out-of-pocket maximum as defined in Section 20.05(c).~~

~~Network providers and hospitals and "PAR" providers shall accept the negotiated reimbursement amount as payment in full, except for applicable deductibles, co-pays, or penalties. They shall be prohibited from balance billing, that is, from charging any state employee or his/her dependents any additional amount other than co-pays or deductibles. Providers shall submit bills and other required paperwork on behalf of the state employee.~~

~~Reimbursement to non-network providers shall be at a level no greater than the Usual, Customary, and Reasonable fee/Allowed Amount which has been established by the plan administrator for that service or supply.~~

~~D. Coordination of Benefits~~

~~If a health plan which is self-insured or otherwise unregulated is the secondary payer, the amount which the plan will pay shall be limited to an amount that will yield a benefit no greater than what would have been paid if the plan were the primary payer. The primary plan's benefit is subtracted from the amount the plan normally pays.~~

~~E. Exclusions and Limitations~~

~~Exclusions and limitations shall be as follows:~~

~~1. Services which would be provided free of charge in the absence of insurance.~~

~~2. Local anesthesia when billed separately, and hypnotism used for anesthetic purposes.~~

~~3. Elective cosmetic surgery performed only for the purpose of changing or improving appearance.~~

~~4. Custodial care, care in a sanitarium, rest home, nursing home, rehabilitation facility, health resort, health spa, institution for chronic care, personal care, residential or domiciliary care, home for the aged, camp or school.~~

~~5. Personal comfort services such as telephones, radio, television, barber and beauty services, or in connection with air conditioners, air purification units, humidifiers, allergy-free pillows, blanket or mattress covers, electric heating units, swimming pools, orthopedic mattresses, vibratory equipment, elevator or stair lifts, blood pressure instruments, stethoscopes, clinical thermometers, scales, elastic bandages, stockings, or wigs; unless otherwise provided for by a specific benefit.~~

~~6. Devices for simulating natural body contours unless prescribed in connection with a mastectomy.~~

~~7. Charges which exceed the usual, customary and reasonable/allowed amount maximums.~~

~~8. Chest x-rays and eye examinations and preventive care not necessary to the treatment of an illness, injury, or disease.~~

~~9. Services which are not medically necessary or are not classified as preventive services.~~

10. Services received before the effective date of the contract, or services not specifically covered by the contract.
11. Expenses of injury or illness paid for or furnished by an Employer, whether under Workers' Compensation or otherwise, and services provided and paid by any governmental program or hospital.
12. Vitamins, dietary or food supplements or non-prescription drugs.
13. Routine foot care.
14. Orthotics.
15. Treatments or diagnosis for obesity, including diet control, exercise and weight reductions, except for morbid obesity.
16. Illness or injury related to war (declared or undeclared) or by participation in civil disturbance.
17. Devices used for contraceptive purposes, except birth control pills, IUD, patches, injectables, (e.g., Depo-Provera), implantable contraceptives (e.g., Norplant), diaphragms which are covered by the plan.
18. In vitro fertilization and embryo transplantation, gamete introfallopian transfer (GIFT), and any costs associated with the collection, preparation or storage of sperm for artificial insemination (including donor fees).
19. Reverse sterilization.
20. Dental care, including osseous surgery. If no dental insurance exists or does not cover osseous surgery, such surgery shall be covered as any other surgery.
21. Hearing aids, eyeglasses, contact lenses, or examinations for the fitting of such devices or for the prescription of such devices, unless necessitated as a result of an injury, illness or disease.
22. Ordinary bandages and dressings.
23. Expenses which are covered under any other group insurance program.
24. Expenses incurred in a Skilled Nursing Facility for:
    (a) services rendered or supplies furnished principally for custodial care, which includes, but is not limited to, non-medical, day-to-day patient care such as assisting the patient to get dressed and use bathroom facilities;
    (b) services rendered for care of senile deterioration, mental deficiency or retardation.
25. Services rendered principally for care of mental illness.
26. Examinations and procedures performed for screening testing done without necessity, except as specifically provided by Article 20, when not indicated by symptoms or performed for treatment, including pre-marital testing surveys, research, and any procedure performed in connection with a physical examination ordered or required by an employer as a condition of employment or the continuance of employment.
27. Charges for mileage costs or for completion of claims forms or for preparation of medical reports.
28. Services rendered beyond the period of time generally considered necessary for diagnosis of mental retardation or mental deficiency.
29. Services rendered for a psychiatric condition usually considered to be irremediable, except for the purpose of diagnosis of the condition as being irremediable.
30. Any services rendered primarily for training or educational purposes; self-administered services; services directed toward self-enhancement.

~~31. Treatment programs which are not of proven value or whose value is under investigation; research-oriented treatment; developmental or perceptual therapy; primal therapy; biofeedback; marriage counseling; orthomolecular testing and therapy; cathectathon therapy; marathon therapy; collaborative therapy. A drug or treatment is considered experimental or investigational if it cannot be legally marketed in the U.S.; it is a subject of phase 1, 2 or 3 clinical trials or under study to determine dosage, toxicity, safety, efficacy or efficacy compared with standard means of treatment; or reliable evidence shows that the consensus of experts is that further studies are necessary to determine maximum dosage, toxicity, safety, efficacy or efficacy compared with standard means of treatment. Treatment in approved cancer clinical trials pursuant to the DAS cancer clinical trials program is covered.~~

~~32. Clinic charges which are services billed by a resident, intern or other employee of a hospital or skilled nursing facility.~~

~~33. Services for emergency first aid which are rendered in the office, place of business, or other facility maintained by the employer.~~

~~34. Services for which no claim was submitted within 15 months of the date of the service.~~

~~35. Any service considered to be in the category of mental health and substance abuse which is provided to covered persons under a separate plan as described in 20.03 (B) (3).~~

~~36. Hepatitis B vaccinations provided for employees pursuant to other terms of a collective bargaining agreement.~~

~~37. Any service for which a benefit is not specifically provided by this plan.~~

~~F. Plan Co-Payments~~

~~Effective July 1, 2003 for those employees utilizing providers and/or facilities, co-payments ("co-insurance") for services delivered by network hospitals or network providers shall be eighty percent (80%) by the health plan and twenty percent (20%) by the employee, after the deductible and up to the out-of-pocket maximum. However, office visits provided by a network physician and billed by that office shall be covered at one hundred percent (100%) after a fifteen dollar ($15) co-payment as prescribed in Section 20.06(I)(1). There shall be no limitation based upon age of the patient or the frequency of such covered services. There is a $25 charge for use of an emergency room which does not result in an admission. Effective July 1, 2003 the Emergency Room co-pay will increase to $50. Effective July 1, 2004 the Emergency Room co-pay will increase to $75.~~

~~For those employees utilizing non-network hospitals or providers, co-payments ("co-insurance") for services delivered by those non-network hospitals or providers shall be sixty percent (60%) by the plan and no greater than forty percent (40%) by the employee, after the deductible and up to the out-of-pocket maximum. Emergency care is paid at eighty percent (80%) regardless of the hospital. There is a $25 charge for the use of an emergency room which does not result in an admission. Effective July 1, 2003 the Emergency Room co-pay will increase to $50. Effective July 1, 2004 the Emergency Room co-pay will increase to $75.~~

~~For those employees assigned to work outside of Ohio who are enrolled in an indemnity plan, which does not offer the option of network providers and/or facilities, co-payments ("co-insurance") for services will be at least seventy percent (70%) by the plan and no greater than thirty percent (30%) by the employee, after the deductible and up to the out-of-pocket maximum.~~

~~G. Network Providers~~

No hospital, doctor, laboratory, or other health care provider can be added to a plan network in violation of the vendor's established selection criteria, or in violation of the vendor's established standards governing the number of hospitals and other providers which will be part of the plan network in any given geographic area.

H. Hospital Benefits

Any self-insured or otherwise unregulated health plan will offer at least the following hospital benefits:

1. Unlimited duration of benefits

2. Semi-Private Room

3. Hospital Ancillary Services

4. Other Charges

There is a $25 charge for the use of the emergency room which does not result in an admission. Effective July 1, 2003 the Emergency Room co-pay will increase to $50. Effective July 1, 2004 the Emergency Room co-pay will increase to $75. If there is a penalty charge established by the Department of Administrative Services for the non-emergency use of a non-network hospital, it shall be no greater than $250. Effective July 1, 2003 the penalty shall be increased to $350.

5. Diagnostic X-ray and Laboratory Tests

For pre-admission tests, eighty percent (80%) when using a network hospital; sixty percent (60%) of UCR/Allowed Amount when using a non-network hospital. For all others, when using a network hospital, eighty percent (80%) of charges. When using a non-network hospital, sixty percent (60%) of UCR/Allowed Amount. Deductibles apply. One hundred percent (100%) coverage after OPM is reached.

6. All Other Necessary Treatments and Procedures

When using a network hospital, eighty percent (80%) of charges. When using a non-network hospital sixty percent (60%) of UCR/Allowed Amount. Deductibles apply. One hundred percent (100%) coverage after OPM is reached. However, note that some limitations and exclusions may apply. See 20.06 (E) above.

I. Other Than Hospital Benefits

Any self-insured or otherwise unregulated plan shall offer at least the following other benefits:

1. Routine Office Visits and House Calls and Consultations

Effective July 1, 2003, unlimited office visits, house calls (when available), and consultations with a $15.00 per visit charge at the point of service, with no co-pays or deductible charges, if such visit is in-network. If such visit, house call, or consultation is out-of-network, the employee shall pay a $30.00 per visit charge.

2. Routine Well Child Care

When using network providers, one hundred percent (100%) coverage through age nine. When using non-network providers, one hundred percent (100%) of UCR/Allowed Amount through age nine. Services shall include annual physical examinations including hearing examinations, developmental assessments, anticipatory guidance, appropriate immunizations, and laboratory tests in accordance with the recommendations of the American Academy of Pediatrics (AAP). Additionally, appropriate immunizations in accordance with AAP shall be covered at one hundred percent (100%) through age twelve or higher if recommended by the AAP.

3. Routine Physical Examinations

~~Routine physical examinations including cholesterol screening shall be paid at one hundred percent (100%) after the fifteen dollar ($15.00) co-pay with no additional co-pay or deductible if provided by a network physician. For non-network physicians, benefits shall be paid up to $150 maximum with no deductible or co-payments: one every two years for ages 40-59; one each year for ages 60 and over.~~

~~4. Diagnostic and Preventive X-Ray and Laboratory Tests~~

~~For pre-admission tests, eighty percent (80%) when using a network provider. When using a non-network provider, sixty percent (60%) of UCR/Allowed Amount. When using a network hospital, eighty percent (80%) of charges. When using a non-network hospital, sixty percent (60%) of UCR/Allowed Amount. Deductibles apply. One hundred percent (100%) coverage after OPM is reached.~~

~~5. Pap Smear Testing (Cytologic Screening)~~

~~Benefits for cervical cancer screening, which at a minimum shall include annual gynecological physical examinations, including screenings and rescreenings for cervical cancer for women age 18 and over, and for women younger than 18 who are sexually active. Adjunctive technologies approved by the U.S. Food and Drug Administration in addition to traditional papanicolaou smears shall be covered. Additional testing for cervical cancer is covered when medically necessary.~~

~~6. Prenatal Care Outreach~~

~~An outreach program to encourage prenatal care beginning in the first trimester.~~

~~7. Mammographies~~

~~Low-dose, bilateral mammographies for the presence of breast cancer shall be covered as follows:~~

~~(a) If the covered person is at least thirty-five (35) years of age, but under forty (40) years of age, one screening or diagnostic mammography during that five (5) year period is paid up to an $85 maximum. Any additional mammogram(s) shall be covered subject to deductibles or co-payments.~~

~~(b) If the covered person is at least forty (40) years of age one screening or diagnostic mammogram annually is paid up to an $85 maximum. Any additional mammogram(s) shall be covered subject to deductibles or co-payments.~~

~~(c) If a licensed physician has determined that the covered person is at high risk of breast cancer, one screening or diagnostic mammogram each year is paid up to an $85 maximum. Any additional mammogram(s) shall be covered subject to deductibles or co-payments.~~

~~Mammography coverage will include both males and females.~~

~~8. Infertility Services~~

~~Infertility services include diagnostic services to establish cause or reason for infertility and approved surgical and medical treatment programs that have been established to have a reasonable likelihood of resulting in pregnancy. Coverage for medical treatment programs will continue only so long as pregnancy is likely to be achieved.~~

~~When using a network provider, eighty percent (80%) of charges. When using a non-network provider, sixty percent (60%) of UCR/Allowed Amount. Deductibles apply. There is a one hundred percent (100%) coverage after OPM is reached.~~

~~9. Medically Managed Physical Therapy, Occupational Therapy, Speech Therapy or Chiropractic Services.~~

~~When using a network provider, eighty percent (80%) of charges. When using a non-network provider, sixty percent (60%) of UCR/Allowed Amount. Deductibles apply. There is a one hundred percent (100%) coverage after OPM is reached.~~

10. ~~Skilled Nursing Facility, Including Extended Care~~

~~Ninety percent (90%) for up to 180 days for each confinement provided that the benefit must immediately follow a hospital confinement, or provided that the confinement will avoid a hospitalization which would otherwise be necessary. Coverage is at ninety percent (90%) of the UCR/Allowed Amount and not subject to deductibles and co-pays. Additional days of coverage are at sixty percent (60%) of the UCR/allowed amount and are not subject to deductibles.~~

11. ~~Home Health Care Services~~

~~Home health care services prescribed by a physician to treat a condition for which the patient was hospitalized or would otherwise have been hospitalized shall be covered at ninety percent (90%) if provided by a network provider, and at sixty percent (60%) of UCR/Allowed Amount if provided by a non-network provider, with no arbitrary day or visit limitations.~~

12. ~~Hospice Care~~

~~Hospice Care is payable at one hundred percent (100%) and is not subject to deductibles or co-payments.~~

13. ~~Other Medically Necessary Home Health Care Services~~

~~When using a network provider, eighty percent (80%) of charges. When using a non-network provider, sixty percent (60%) of UCR/ Allowed Amount. Deductibles apply. One hundred percent (100%) coverage after OPM is reached.~~

14. ~~Allergy Injections~~

~~When using a network provider, eighty percent (80%) of charges with no office visit co-pay. When using a non-network provider, sixty percent (60%) of UCR/Allowed Amount. Deductibles apply.~~

15. ~~Ambulance Service~~

~~Coverage is at eighty percent (80%) of charges.~~

16. ~~Prosthetic Devices~~

~~When using a network provider, eighty percent (80%) of charges. When using a non-network provider, sixty percent (60%) of UCR/Allowed Amount. Deductibles apply. One hundred percent (100%) coverage after OPM is reached. Initial device and medically necessary replacements.~~

17. ~~Tubal Ligation~~

~~When using a network provider, eighty percent (80%) of charges. When using a non-network provider, sixty percent (60%) of UCR/Allowed Amount. (See 20.05(E) for OPM; see 20.06(A) for Deductibles that apply). One hundred percent (100%) coverage after OPM is reached.~~

~~Not covered if performed incidental during another procedure.~~

18. ~~Vasectomy~~

~~When using a network provider, eighty percent (80%) of charges. When using a non-network provider, sixty percent (60%) of UCR/Allowed Amount. Deductibles apply. One hundred percent (100%) coverage after OPM is reached.~~

19. ~~Hemodialysis~~

~~When using a network provider, eighty percent (80%) of charges. When using a non-network provider, sixty percent (60%) of UCR/Allowed Amount. Deductibles apply. One hundred percent (100%) coverage after OPM is reached.~~

~~20. Transplant of Organs (Only Non-Experimental)~~

~~When using a network provider, eighty percent (80%) of charges. When using a non-network provider, sixty percent (60%) of UCR/Allowed Amount. Deductibles apply. One hundred percent (100%) coverage after OPM is reached. One million dollar lifetime maximum per covered person.~~

~~21. Immunizations~~

~~Well Child Care during the first twelve (12) years, Tetanus; beginning at age 18, annual influenza immunizations.~~

~~22. Birth control, including oral contraceptives, patches, IUD, injectables, (e.g., Depo Provera), implantable contraceptives (e.g., Norplant), diaphragms.~~

~~23. Effective July 1, 2003, prescription drugs are covered as follows:~~

~~(a) Retail $7 co-payment for generic, $15 co-pay for a formulary brand name drug, and a $30 co-pay for a non-formulary brand name drug. Where generic equivalent is available, the co-pay for a non-formulary brand name drug is $30 and the difference between the cost of the generic and the non-formulary brand name drug. Commencing July 1, 2004, the following drug co-pays shall apply. $10 co-pay for generic, $20 co-pay for a formulary brand name drug, and a $40 co-pay for a non-formulary brand name drug. Where a generic equivalent is available, the co-pay for a non-formulary brand name drug shall be $40 and the difference in cost between the generic equivalent and the non-formulary brand name drug. There will be a walk-in drug program for short-term (up to thirty day) prescriptions, with easy access to pharmacies throughout the state. There will be a mandatory mail order program, for prescriptions written for periods covering more than thirty (30) and up to ninety (90) days. The program shall include lengthy customer service hours, no member charges for routine mailing, an emergency replacement service, and a regular program of information on drug characteristics, interactions, and side effects.~~

~~(b) Mail Order Drug Program~~

~~1. When a prescription for long-term or maintenance medications lasting over thirty (30) days is necessary, the mail order prescription program must be used. From July 1, 2003 through June 30, 2004, the following co-pays for mail order prescriptions of ninety (90) days shall apply. For a generic drug the co-pay is $14.00. For a formulary brand name drug the co-pay is $30. For a non-formulary brand name drug the co-pay is $60. Where a generic equivalent is available the co-pay for a non-formulary brand name drug shall be $60 and the difference in cost between the generic equivalent and the non-formulary brand name drug. From July 1, 2004, the following co-pays for mail order prescriptions of ninety (90) days shall apply. For a generic drug the co-pay is $25. For a formulary brand name drug the co-pay is $50. For a non-formulary brand name drug the co-pay is $100. Where a generic equivalent is available the co-pay for a non-formulary brand name drug shall be $100 and the difference in cost between the generic equivalent and the non-formulary brand name drug. An employee must pay the full price for a~~

~~prescription when the employee chooses not to use the mail order program as appropriate.~~

~~(c) The JHCC will review the procedure for obtaining biotech drugs and upon recommendation of the JHCC, the Director of DAS may require that such biotech drugs be obtained from specialty pharmacies. Furthermore, upon recommendation from the JHCC, the Director of DAS may establish a separate co-pay structure for biotech drugs.~~

~~(d) Exclusions For Prescription Drug Program~~

~~A number of prescription drugs require prior authorization, all approvals for such prescriptions will be handled by the Pharmacy Benefit Manager (PBM). During the life of this contract other drugs may be added to the list of prior authorization after consultation with the JHCC. At the time of the printing of this contract, the following drugs require prior authorization:~~

~~Meridia, Adipex, Xenical and other anorexiants~~

~~Celebrex, Vioxx, Bextra and other COX 2 inhibitors~~

~~Retin-A, Avita, Altinac and all topical Retinoic Acid products whose approved use is for acne or other non-cosmetic skin conditions for people over 30 years of age.~~

~~Imitrex, Zomig, Amerge, Maxalt, Migrainal NS and other migraine medicine.~~

~~The prescription drug program does not cover the following:~~

~~(i)smoking deterrents~~

~~(ii)Renova~~

~~(iii) drugs whose sole purpose is to promote or stimulate hair growth~~

~~(iv) devices used for contraceptive purposes, except birth control pills, patches, IUD, injectables (e.g., Depo Provera), implantable contraceptives (e.g., Norplant), diaphragms which are covered by the plan.~~

~~(v) non-federal legend drugs~~

~~(vi therapeutic devices or appliances~~

~~(vii) drugs labeled "caution - limited by federal law to investigational use", or experimental drugs, even though a charge is made to the individual.~~

~~(viii) drugs or classes of drugs as determined by the JHCC.~~

~~24. Cancer Clinical Trials~~

~~Participation in National Cancer Institute (NCI) -sponsored clinical trials for cancer is covered on a limited basis. This is an exception from the coverage exclusions for experimental procedures. Ohio Med coverage includes phase ii and phase iii clinical trials and does not extend beyond the specific parameters and restrictions of existing trials. All care and testing required to determine eligibility for an NCI-sponsored clinical trial and all medical care that is required as a result of participation in a clinical trial will be eligible for coverage by Ohio Med. Preauthorization is required. An employee should contact Ohio Med Administrator for more information.~~

~~25. PSA Testing~~

~~Protein specific antigen (PSA) screening. One (1) screening test per 12 months for men age 40 and over.~~

~~26. Diabetes Coverage~~

~~Diabetes coverage - supplies and durable medical equipment (including insulin pumps where medically necessary).~~

~~27. Dietician~~

~~Registered dietician services up to two visits per patient per condition per year and obesity management.~~

~~J. Mental Health/Substance Abuse~~

~~A managed mental health and substance abuse program is provided to all State employees enrolled in any State-sponsored health plan. See 20.03 (B) (3).~~

~~20.07 - Wellness Initiative~~

~~The State and the Union are jointly committed to promoting healthy lifestyles for State of Ohio employees. To that end the Labor Co-Chair of the JHCC will serve on the State Healthy Ohioans Committee. Furthermore, those agencies that wish to develop joint labor management wellness committees to further promote wellness initiatives within their agency may do so. The activities of the wellness committees may include but are not limited to the following:~~

1. ~~Identify areas where employees can exercise on state property on breaks, lunch or off hours;~~
2. ~~Identify ways to acquire exercise equipment for State employees to use;~~
3. ~~Disseminate wellness information to State employees in a variety of ways including but not limited to newsletters, wellness fairs, lunch seminars, internet information;~~
4. ~~Secure discounts for fitness clubs/gyms for State employees;~~
5. ~~Work with management to eliminate barriers to employees attending wellness events or accessing wellness information.~~

~~Such wellness initiative shall not be construed to represent a fitness for duty requirement nor shall this section be tied to any State fitness for duty requirements. The JHCC will review the progress of agency wellness programs. The JHCC will also explore incentives and disincentives for employee participation and make recommendations for implementation of Statewide Wellness Initiatives to the Director of DAS.~~

Article 21

ARTICLE 21 - ~~OCSEA~~ UNION BENEFITS TRUST

The parties mutually agreed to change all references to "OCSEA Benefits Trust" to "Union Benefits Trust" to acknowledge that all unions participate in the trust.

21.01 - Trust Governance

The Union Benefits Trust (Trust) established on January 27, 1993, shall remain in effect for the duration of this Agreement for the purpose of offering dental, life, vision and other designated benefits to State Of Ohio bargaining unit employees and their dependents. With the concurrence of the State Trustee, **which shall not be unreasonably withheld,** the Trust may also offer and administer benefits for non-state public sector employee participants provided that the Employer incurs no expense or liability as a result of such action. **In the event such benefit plans are extended to non-state employee groups, appropriate separate accounting shall be incorporated by the Trust to clearly identify fund impacts.**

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

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

Explanation:	*New language clarifies that if benefit plans are extended to non-state employee groups, the Trust will establish appropriate separate accounting practices to clearly identify funds impacts.*
Effective Date	*March 1, 2006*

21.02 - Trust Benefits for State Employees

The Trust shall offer dental, life, and vision benefits to eligible full-time and part-time employees upon an employee's completion of one (1) year of continuous State service. Except as otherwise provided for in an agency specific agreement, beginning with the effective date of this Agreement all established term employees whose total state service from the employee's original date of hire is 26 pay periods or greater, will be eligible for benefits provided by the Trust. The Employer's contribution will cease on the employee's interruption date or termination date. Trust dental benefits plans which are self-insured shall have the same coordination of benefits (COB) as applied to the Employer's self-insured health plan.

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

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

Explanation: *Established-term employees are eligible for Trust benefits once they complete one (1) year of* ***total*** *state service. Where an agency specific agreement provides that certain established-term employees received a reduced level of benefits, that agency specific agreement prevails over this language.*

Instructions: *The payroll system allows these employees to be eligible for Trust benefits once the employee has reached 366 days of service credit. For these employees total service will equal continuous service for Trust benefit eligibility. This does not convey continuous service for any other purpose.*

Effective Date: *March 1, 2003*

21.03 - Payroll Deductions

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

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

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

21.05 - Payments

Effective March 1, 200~~3~~6, through June 30, 200~~4~~6, the Employer shall continue to transmit to the Trust an amount equal to **sixty five dollars (**$~~50~~65.00**)** per eligible employee, per month. On July 1, 200~~4~~6, the amount transmitted per month per employee shall equal **seventy dollars** ($~~55~~70.00)**.** ~~. This amount shall continue until July 1, 2005, when the amount shall increase to the amount of $65.00~~ continuing until further modification. The fund transmissions will include the aggregate amount of the payroll deductions for voluntary programs administered by the Trust.

If financial analysis and projections reveal that the Trust will not be able to fund basic dental, life and vision benefits in effect ~~March 1, 2003~~ **July 1, 2006**, at existing levels of Employer contribution, the parties shall re-open this Section of the Agreement upon thirty (30) days written notice and meet and negotiate the level of Employer contribution to be effective not earlier than July 1, 200~~4~~7.

Explanation: *New language reflects the increase in monthly benefit amounts to be paid to the Trust by the Employer for each employee.*

Instructions: *New amounts will be taken out for each bargaining unit employee automatically by the State Payroll Department.*

Effective: *July 1, 2006, the amount transmitted shall be $70.00.*

21.06 - Non-Bargaining Unit Coverages for State Employees

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

In order to minimize the administrative inconvenience to the Employer and such employees as a result of the employees being required to change insurance carriers and benefits administrators due to transition in or out of bargaining unit through promotion, transfer or otherwise, the Employer shall, to the extent possible, utilize the same vendors as are selected by the Trust for such benefits, providing such vendors provide services to the Employer on terms no less favorable than for the Trust. The Trust will cooperate with the Employer to the extent feasible in this regard.

Article 22

ARTICLE 22 - PERFORMANCE EVALUATION

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

22.01 - Use

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

Effective July 1, 2001, all non-probationary employees shall be given an employee performance evaluation during the sixty (60) day period immediately preceding the employee's next step increase. Those employees who are at top step shall be evaluated annually, thereafter.

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

Explanation: *This section should be read in conjunction with §36.03 which allows the Employer to deny a step increase to an employee whose overall rating is unsatisfactory. A step increase may not be denied if the performance evaluation is not completed on time.*

Instruction: *Performance evaluations must be completed and reviewed with the employee during the sixty (60) day period prior to the employee's step increase. The Employer may continue to evaluate employees who are at the top step of their pay range at the same time. Agencies should have in place a system to notify supervisors when each employee's performance evaluation is due. Supervisors must complete employee performance evaluations on time.*

The freezing of step increases does not alter the performance evaluation schedule. Employees will continue to receive a yearly evaluation. For example, if the employee's last step date was October 7, 2002, the employee shall receive a performance evaluation during the sixty (60) day period before October 7, 2003, and October 7, 2004, even though no step increases will be granted.

Because step increases are frozen for the two (2) year period between July 1, 2003, and June 30, 2005, employees receiving unsatisfactory evaluations will not be denied a step increase during this two (2) year period. The Employer shall not deny the step increase which will occur on or after July 1, 2005, based on an evaluation given before May 2, 2005.

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

22.02 - Limits

Measures of employee performance obtained through production and/or numerical quotas shall be a criterion applied in evaluating performance. Numerical quotas or production standards, when used, shall be reasonable and not arbitrary or capricious.

Performance evaluations shall not be a factor in layoffs.

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

Explanation: *This language recognizes the fact that "performance reviews are performance reviews, not discipline."*

Instruction: *The Employer may conduct a performance review without the presence of a union representative. If the employee refuses to attend the review without a union representative, the Employer should have another non-bargaining unit employee witness the fact that the employee refuses to conduct the review without a Union representative. The non-bargaining unit employee should write a statement to this effect. The Employer representative should then attach the witness' statement and his/her own statement to the review.*

22.03 - Appeals

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

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

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

The appeal shall contain a reason and/or documents to identify why the performance evaluation is not accurate. Any documents used by the Employer in evaluating an employee's performance shall be furnished by the Employer to the employee upon request. The Agency designee may hold a conference or do a paper review of the performance evaluation. A written

response will be issued within fourteen (14) calendar days after the appeal is requested. The performance evaluation appeal process is not grievable, except as outlined below:

If an employee is denied a step increase because his/her overall performance is rated "unsatisfactory," the employee may appeal such action directly to Step Three (3) of the Grievance Procedure. If the grievance is unresolved at Step Three (3), appeal may be taken to Step Four (4) of the Grievance Procedure, The Office of Collective Bargaining. No further appeal may be taken. Should the appeal be successful, the step increase shall be retroactive to the date on which it was due. If the employee's performance evaluation is not completed on time, the employee shall not be denied a step increase.

Explanation: *This language clarifies the performance evaluation appeal process. There are three tracks to the performance evaluation appeal process:*

A) Employee receives an overall performance rating of "satisfactory," receives "Meets" or "Above" ratings in all categories, but is still dissatisfied with his/her performance evaluation.

Steps:

1) Employee appeals the performance review to the Management Designee within seven (7) working days of receiving the evaluation.

2) A conference is scheduled to be held within seven (7) working days of Management's receipt of the appeal.

3) Management submits its response to the employee within seven (7) days of the appeal conference. Management's response is final. This decision is not grievable.

B) Employee receives an overall rating of "satisfactory," but receives one or more "Below" ratings on the evaluation.

Steps 1 – 3 are the same as above.

4) The employee may file an appeal with the Agency designee, complete with a reason and/or documents outlining why the performance evaluation is not correct.

5) The Agency designee may hold a conference or do a paper review of the information submitted with the appeal.

6) The Agency designee shall issue a written decision within fourteen (14) days after the appeal is made. This decision is not grievable.

C) Employee receives an overall rating of "unsatisfactory" on his performance evaluation and is denied a Step Increase.

Steps:

1) Employee may file a grievance directly at Step Three (3) of the Grievance Procedure. Timelines and procedures for responding to the grievance are as outlined in Article 25.

2) If the grievance is unresolved at Step Three (3), the Union may appeal the grievance to Step Four (4), the Office of Collective Bargaining. Timelines and procedures for responding to the grievance are as outlined in Article 25. The decision of the Office of Collective Bargaining shall be final.

3) If the appeal is successful and the employee's overall rating is changed to "satisfactory," the employee shall be granted the Step Increase retroactive to the date it was due.

ARTICLE 23 - PERSONNEL RECORDS

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

23.01 - Personnel Files

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

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

Arbitration Awards:

OCB #1570
OCSEA #802

Arbitrator John J. Murphy: OCSEA and DR&C, 5/8/02. The parties entered into a consent award with the following provisions:
Both the Agency and Department of Administrative Services ("DAS") shall remove Personnel Action forms related to discipline according to the retention schedule outlined in the Agreement. DAS shall not place disciplinary actions, other than removals in the DAS personnel file, effective July 1, 2002. DAS shall develop and implement a system for removal of disciplinary records within three years of the award.

Explanation:

This language requires the Department of Administrative Services to retain records for auditing purposes. The language also requires institutions to maintain certain files in a manner that prevents inmates, residents and youths from having access to the files.

Instructions:

Employer representatives should confer with Agency Legal Counsel and/or DAS Legal Counsel through the OCB Labor Relations Specialist if a question of confidentiality of personnel file information arises for bargaining unit personnel.

23.02 - Review of Personnel Files

Employees and/or their authorized union representatives shall have the reasonable right to review the contents of their personnel files. Employees shall have access to all materials in their files except those prohibited by ORC Section 1347.08 (C). Such review may be made during normal working hours. Employees who are not normally scheduled to work when the Personnel Office is open may request to review their files through their supervisor. The supervisor will make the file available in a reasonable amount of time. Reasonable requests to provide one copy of documents in the files shall be honored at no charge.

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

Explanation: *This section clarifies that records will not be made available to any organization or persons without the employee's written authorization unless the request is made pursuant to a court order, subpoena or Ohio Public Records Act.*

Instructions: *Agency personnel should contact OCB Labor Relations Specialist for assistance if needed.*

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

23.03 - Employee Notification

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

Explanation: *The Employer must remove negative material from the employee's personnel file if the Employer failed to provide the material to the employee at the time it went into the file.*

Instruction: *Employees must specifically request that information placed in the personnel file without the employee's knowledge be removed from the file.*

ARTICLE 24 – DISCIPLINE

24.01 - Standard

Disciplinary action shall not be imposed upon an employee except for just cause. The Employer has the burden of proof to establish just cause for any disciplinary action. In cases involving termination, if the arbitrator finds that there has been an abuse of a patient or another in the care or custody of the State of Ohio, the arbitrator does not have authority to modify the termination of an employee committing such abuse. Abuse cases which are processed through the Arbitration step of Article 25 shall be heard by an arbitrator selected from the separate panel of abuse case arbitrators established pursuant to Section 25.04. Employees of the Lottery Commission shall be governed by O.R.C. Section 3770.02(1).

24.02 - Progressive Discipline

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

Disciplinary action shall include:

A. one or more oral reprimand(s) (with appropriate notation in employee's file);

A. one or more written reprimand(s);

B. working suspension;

D. one or more fines in an amount of one (1) to five (5) days, the first fine for an employee shall not exceed three (3) days pay for any form of discipline; to be implemented only after approval from OCB. **Agencies shall forward a copy of any fine issued to employees, to OCB. Should a grievance be filed over the issuance of a fine and the grievance is settled prior to Step 4, the Agency shall forward a copy of the settlement to OCB. OCB shall maintain a database involving fines and share this information with the Union no less than quarterly.**

E. one or more day(s) suspension(s);

F. ~~termination~~ **reduction of one (1) step. This shall not interfere with the employee's normal step anniversary. Solely at the Employer's discretion, this action shall only be used as an alternative to termination.**

G. termination

Disciplinary action shall be initiated as soon as reasonably possible consistent with the requirements of the other provisions of this Article. An arbitrator deciding a discipline grievance must consider the timeliness of the Employer's decision to begin the disciplinary process.

The deduction of fines from an employee's wages shall not require the employee's authorization for withholding of fines.

If a bargaining unit employee receives discipline which includes lost wages or fines, the Employer may offer the following forms of corrective action:

1. Actually having the employee serve the designated number of days suspended without pay; or pay the designated fine or;
2. Having the employee deplete his/her accrued personal leave, vacation, or compensatory leave banks of hours, or a combination of any of these banks under such terms as may be mutually agreed to between the Employer, employee, and the Union.

Explanation: *A working suspension is noted as a suspension on the employee's disciplinary record, but the employee does not miss work and receives pay for the time worked, i.e. a "paper" suspension. For purposes of progressive discipline, a working suspension shall carry the same weight as a suspension.*

Disciplinary fines of one (1) to five (5) days' pay may be issued as a method of imposing discipline for any type of infraction. Fines may not be imposed in increments of less than one (1) day. An employee may not be fined more than three (3) days' pay for his/her first fine. A fine cannot be coupled with other forms of discipline to exceed the five (5) day limitation on fines.

Language in this section gives the Employer the option to offer alternatives to an employee in lieu of the employee's paying a fine or serving a suspension without pay. The Employer may allow the employee the option of having his/her leave banks depleted the number of hours equal to the fine or suspension. The fact that the Employer offers and/or the employee accepts the offer to use one of these alternatives does not alter the record of discipline. For example, if the employee was given a five-day fine and chooses to forfeit five (5) days of vacation rather than forfeit the pay, the employee's disciplinary record shall still reflect a five-day fine. The option of whether to offer one of these alternatives is solely within the Employer's discretion. Effective March 1, 2006, agencies are required to forward to OCB copies of all fines and any settlements involving fines settled prior to Step 4. OCB will create and maintain a fine database, and share this information quarterly with OCSEA. Effective March 1, 2006, the Employer may, solely at its option, impose a reduction of one (1) step as an alternative to termination.

Instructions: *Agencies will conduct a pre-disciplinary conference and will have to meet the same burden of proof as in any other discipline when imposing a fine or working suspension. OCB will create a database regarding fines. Imposition of a one (1) step reduction as discipline shall not alter an employee's normal step anniversary.*

24.03 - Supervisory Intimidation

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

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

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

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

24.04 - Investigatory Interview

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

Explanation: *When an employee is entitled to, and has requested a steward, the steward shall be informed of the purpose of the interview. Additionally, when a document is provided to an employee that the employee is to keep, a copy is to be provided to the steward. Employees have no right to private counsel, in addition to their union representative, either as a witness or a subject, during an investigatory interview.*

24.045- Pre-Discipline

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

An employee has the right to a meeting prior to the imposition of a suspension, a fine, leave, reduction, working suspension or termination. The employee may waive this meeting, which shall be scheduled no earlier than three (3) days following the notification to the employee. ~~Absent any extenuating circumstances, failure to appear at the meeting will result in a waiver of the right to a meeting.~~ An employee who is charged, or his/her representative, may make a written request for ~~a~~ **one (1)** continuance of up to 48 hours. Such continuance shall not be unreasonably denied. A continuance may be longer than 48 hours if mutually agreed to by the parties~~,~~ **but in no case longer than sixty (60) days. In the event an employee refuses or fails to attend a pre-disciplinary meeting, the steward and/or representative shall represent in the matter at hand. Where the affected employee is on disability, or applying for disability, and is unable or unwilling to attend the meeting, he/she shall be offered the right to participate by telephone. The call shall be initiated via speakerphone in the presence of the steward and Employer representative or designee. Failure of the employee to respond to the offer or phone call shall result in the meeting proceeding without his/her presence. Any action resulting from said meeting shall not be challengeable on the basis of the employee's absence or lack of participation.** Prior to the meeting, the employee and his/her representative shall be informed in writing of the reasons for the contemplated discipline and the possible form of discipline. When the pre-disciplinary notice is sent, the Employer will provide a list of witnesses to the event or act known of at that time and documents known of at that time used to support the possible disciplinary action. If the Employer becomes aware of additional witnesses or documents that will be relied upon in imposing discipline, they shall also be provided to the Union and the employee~~.~~ **prior to the meeting. In the event the Employer provides documents on the date of the meeting, the Union may request a continuance not to exceed three (3) days. Such request shall not be unreasonably denied.** The Employer representative **or designee** recommending discipline shall be present at the meeting unless inappropriate or if he/she is legitimately unable to attend. The Appointing Authority's designee shall conduct the

meeting. The Union and/or the employee shall be given the opportunity to ask questions, comment, refute or rebut.

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

Arbitration Awards:

OCB #658
OCSEA #372
Arbitrator Smith: Grievant Rand Speer; DR&C, 8/30/91. In examining procedural issues, the Arbitrator ruled that a final decision had to be made within 45 days, not that discipline had to be imposed within that time. There are other decisions regarding this matter and at least one states the discipline must be issued within the specified time frame. However, OCB holds the position espoused by Arbitrator Smith.

OCB #670
OCSEA #377
Arbitrator Smith: Grievant Michael Ward; DR&C, 9/17/91. In examining procedural issues the Arbitrator held that the Grievant's failure to appear during the pre-disciplinary hearing did not deprive him of a fair consideration of his case.

OCB #1416
OCSEA #712
Arbitrator Brookins: Grievant Shelli Jackson; DYS, 12/19/99. Arbitrator Brookins held that the Employer's violation of the 45-day time limit required that the discipline be reduced. He reduced the grievant's fifteen (15) day suspension to an eleven (11) day suspension.

OCB #1417
OCSEA #711
Arbitrator Stein: Grievant George Motley; OCRC, 01/03/00. Arbitrator Stein held that the Employer's violation of the 45-day time limit completely negated the Employer's ability to terminate the grievant. He ordered that the grievant be reinstated with full back-pay and benefits.

Explanation:
Language in this Section allows the Agency Head to delegate the responsibility for signing disciplinary action. The following provisions are effective March 1, 2006: No continuance can exceed 60 days. For employees who fail to attend a pre-disciplinary meeting, the union must represent the employee in the employee's absence. For employees who cannot attend due to a disability, or disability application shall be offered the opportunity to attend via telephone. Should the employee refuse, the meeting shall be held in the employee's absence. Information relied upon by the Employer should be provided to the union prior to the day of the meeting. In the event the Employer provides documents to the union on the day of the meeting, the union may request a continuance, not to exceed three (3) days.

Instructions:
Each Agency should identify those persons designated by the Director as being delegated the authority to sign disciplinary action. Each agency must inform the Union of the designee(s). Agencies should attempt to provide documents to the union prior to the day of the meeting to avoid a request for continuance.

24.0~~5~~6 - Imposition of Discipline

The Agency Head or designated Deputy Director or equivalent shall make a final decision on the recommended disciplinary action as soon as reasonably possible but no more than forty-five (45) days after the conclusion of the pre-discipline meeting. At the discretion of

the Employer, the forty-five (45) day requirement will not apply in cases where a criminal investigation may occur and the Employer decides not to make a decision on the discipline until after disposition of the criminal charges.

The employee and/or union representative may submit a written presentation to the Agency Head or Acting Agency Head.

If a final decision is made to impose **any** discipline, the employee and Union shall be notified in writing. The OCSEA Chapter President shall notify the agency head in writing of the name and address of the Union representative to receive such notice. Once the employee has received written notification of the final decision to impose discipline, the disciplinary action shall not be increased.

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

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

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

Explanation: *Copies of all discipline, including oral and written reprimands issued to employees must be sent to the union.*

24.0~~6~~7- Prior Disciplinary Actions

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

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

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

Explanation: *Terminated employees who, as a result of arbitration, are returned to work with any discipline shall not have the EHOC entry deleted. Instead, an entry reflecting the results of the arbitration shall be added to the EHOC.*

For Example: EHOC would reflect reinstated by arbitration award with a time served suspension.

Instructions: *The agency when processing the personnel action (P.A.) for such employer, the remarks section on the P.A. should reflect how EHOC should be modified and/or deleted.*

24.0~~7~~8 - Polygraph Stress Tests

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

24.0~~8~~9 - Drug Testing

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

Unless mandated by federal law or regulation, there will be no random drug testing of employees covered by this Agreement, except as otherwise specified in this Agreement. A listing of PCNs and the names of employees shall be provided to the Union one (1) month after this Agreement is effective. Thereafter, the list shall be provided to the Union representative designated by the Executive Director, two (2) times each year. Any drug or alcohol testing shall be conducted pursuant to Appendix M. **The parties recognize that employees in classifications newly added to Appendix M deserve education/orientation on the procedures contained therein. Therefore, for a period of no greater than ninety (90) days following the implementation of this Agreement, no random testing shall occur for the employees newly added to Appendix M. This period shall allow the Employer time to create and implement an educational process on the issues.**

Explanation: *This section establishes a random drug testing program for certain employees of DR&C and DYS, and employees in Safety Sensitive Positions as listed in Appendix M. The list of PCN's and names of employees to be randomly tested shall be provided to the Union twice each year. Effective March 1, 2006, employees of DR&C and DYS who have direct contact with parolees and/or offenders will also be drug tested.*

Instructions: *Employer representatives should direct their questions regarding random drug testing for bargaining unit employees should be submitted to the DAS/HRD Office of Policy Development. Bargaining Unit employees should direct their questions to their Staff Representatives and/or Union Officials.*

Effective Date: *Testing of employees in Safety Sensitive Positions shall not begin until such time as these employees are notified of this contract provision and are trained on random drug testing procedures.*

Employees newly added to this section and Appendix M, effective March 1, 2006, shall not be included in drug testing until July 1, 2006. In the interim, the Employer is to create and implement an educational process for the newly added employees.

24.0~~9~~10 - Employee Assistance Program

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

Article 25

ARTICLE 25 - GRIEVANCE PROCEDURE

25.01 - Process

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

B. Grievances may be processed by the Union on behalf of a grievant or on behalf of a group of grievants or itself setting forth the name(s) or group(s) of the grievant(s). The Union shall define the members of a group grievance by the Step Three (3) grievance meeting, unless the Union provides evidence that specific and relevant information has been denied which prevents them from defining the group. Either party may have the grievant (or one grievant representing group grievants) present at any step of the grievance procedure and the grievant is entitled to union representation at every step of the grievance procedure.

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

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

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

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

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

H. ~~G.~~ Oral reprimands shall be grievable through Step Two (2). Written reprimands shall be grievable through Step Three (3). If an oral or written reprimand becomes a factor in the first subsequent disciplinary grievance that goes to arbitration, the arbitrator may consider evidence regarding the merits of the oral or written reprimand. Any grievance of which an oral or written reprimand is an element of the claim shall not be arbitrable in accordance with this subsection.

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

Explanation: *This sub-section allows the Grievant to collect interest on payments of settlement agreements which are not received within three (3) pay periods of when the payment was due. Effective March 1, 2006, at the Employer's discretion, grievance meetings may be conducted via speakerphone or teleconferencing.*

Instructions: *The Union and the Employer may mutually agree to eliminate the accrual of interest to settle a grievance when unusual circumstances might prevent the settlement payment being made within three (3) pay periods. One unusual circumstance might be if the Employer must seek approval from its controlling board for a large settlement. To eliminate the accrual of interest, the parties should specifically waive the interest provision in the settlement agreement.*

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

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

Explanation: *This language of Sub-section H clarifies that the merits of an oral and/or written reprimand may only be addressed during the arbitration of the first disciplinary grievance that is subsequent to the oral and/or written reprimand. If the oral and/or written reprimand is not grieved at the time it is issued, the Grievant may not raise the merits of the reprimand at any subsequent disciplinary grievance proceeding. For example: Grievant is issued a written reprimand for tardiness. He files a grievance on the written reprimand that is denied through Step 3. Grievant then receives a three-day suspension for tardiness. Grievant may raise the merits of the written reprimand at the arbitration of his three-day suspension. Grievance is then denied. Grievant receives a five-day suspension for tardiness. Grievant MAY NOT raise the merits of the written reprimand during the arbitration of the five-day suspension.*

If the essence of a grievance deals with an oral/written reprimand, and the employee requests as a remedy the removal of the reprimand, the grievance may be heard only through Step 2 for the oral reprimand or through Step 3 for the written reprimand. Effective March 1, 2006, the Union must notify OCB of the results of its arbitration, pre-arbitration, and discharge review committees with fourteen (14) days. The Union may only reinstate a withdrawn case no later than 60 days from the notification to OCB. This provision does not serve to extend the 240 day time limit of Section 25.02.

25.02 - Grievance Steps

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

Certain issues which by their nature cannot be settled at a preliminary step of the grievance procedure or which would become moot due to the length of time necessary to exhaust the grievance steps may by mutual agreement be filed at the appropriate advance step where the action giving rise to the grievance was initiated. A grievance involving a layoff, non-selection or a discipline shall be initiated at Step Three (3) of the grievance procedure within fourteen (14) days of notification of such action.

Explanation: *Non-Selection cases have been added to the list of grievances that are filed at Step 3 of the grievance procedure. Supervisors/Managers at the lower levels of the grievance procedure are not able to resolve non-selection cases. Employees now have fourteen (14) days in which to file a non-selection grievance.*

Effective Date: *March 1, 2003*

Discharge Grievances

The Agency shall forward a copy of the grievance with the grievance number to the Office of Collective Bargaining at the time the grievance is filed at Step Three (3). The Agency shall conduct a meeting and respond within sixty (60) days of the date the grievance was filed at Step Three (3). If the grievance is not resolved at Step Three (3), the parties shall conduct a mediation within sixty (60) days of the due date of the Step Three (3) response. Nothing in this Section precludes either party from waiving mediation and proceeding directly to arbitration. The Union may request arbitration of the grievance within sixty (60) days of the date of the mediation, but no more than one hundred eighty (180) days from the filing of the grievance. The parties shall conduct an arbitration within sixty (60) days of the date of the arbitration request. The parties agree that there shall be no more than one thirty (30) day continuance requested for arbitration. If a cancellation is initiated by an arbitrator, the arbitration shall be conducted within thirty (30) days of the date of the cancellation. However, grievances involving criminal charges of on duty actions of the employee, grievants who are unable to attend due to a disability, or grievances that involve an unfair labor practice charge, may exceed the time limits prescribed herein.

Instructions: *Agencies should conduct a thorough investigation prior to terminating an employee. Because of the reduced timeline for termination grievances, the Agency and the Union should begin preparing for arbitration at the time of the removal.*
Union Stewards and/or Grievants must forward a copy of the discharge grievance to OCSEA Dispute Resolution as soon as the grievance is filed.
Agency Labor Relations Officers must forward a copy of a discharge grievance to OCB as soon as the grievance is filed.
Agency Labor Relations Officers have sixty (60) days to hold and respond to a Step 3 appeal.
Discharge grievances shall be automatically mediated within 120 days of the date the grievance was filed. Either party may waive mediation.
The Union must make a Request for Arbitration within 60 days after mediation, but no later than 180 days after the filing of the grievance. Grievances not appealed to arbitration within this time frame shall be treated as withdrawn.
The parties will arbitrate discharge grievances within 60 days of the Request for Arbitration.
Only one 30-day extension shall be granted for arbitration.
Employer representatives, please notify your OCB Labor Relations Specialist of all delays and/or continuances.
Union Stewards, please notify your Staff Representative of all delays and/or continuances.

Step One (1) - Immediate Supervisor

The grievant and/or the Union shall orally raise the grievance with the grievant's supervisor who is outside of the bargaining unit. The supervisor shall be informed that this discussion constitutes the first step of the grievance procedure. All grievances must be presented not later than ten (10) working days from the date the grievant became or reasonably should have become aware of the occurrence giving rise to the grievance not to exceed a total of thirty (30) days after the event. If being on approved paid leave prevents a grievant from having knowledge of an occurrence, then the time lines shall be extended by the number of days the employee was on such leave except that in no case will the extension exceed sixty (60) days after the event. The immediate supervisor shall render an oral response to the grievance within three (3) working days after the grievance is presented. If the oral grievance is not resolved at Step One (1), the immediate supervisor shall prepare and sign a written statement acknowledging discussion of the grievance, and provide a copy to the Union and the grievant.

Step Two (2) - Intermediate Administrator

In the event the grievance is not resolved at Step One (1), a legible copy of the grievance form shall be presented in writing by the Union to the intermediate administrator or his/her designee within five (5) days of the receipt of the Step One (1) answer or the date such answer was due, whichever is earlier. The written grievance shall contain a statement of the grievant's complaint, the section(s) of the Agreement allegedly violated, if applicable, the date of the alleged violation and the relief sought. The form shall be signed and dated by the grievant. Within seven (7) days after the grievance is presented at Step Two (2), the intermediate administrator shall discuss the grievance with the Union and the grievant. The intermediate administrator shall render a written

answer to the grievance within eight (8) days after such a discussion is held and provide a copy of such answer and return a legible copy of the grievance form to the grievant and a copy to one representative designated by the Union.

Step Three (3) - Agency Head or Designee

If the grievance is still unresolved, a legible copy of the grievance form shall be presented by the Union to the Agency Head or designee in writing within ten (10) days after receipt of the Step Two (2) response or after the date such response was due, whichever is earlier. Within fifteen (15) days after the receipt of the written grievance, the parties shall meet in an attempt to resolve the grievance unless the parties mutually agree otherwise. By mutual agreement of the parties, agencies may schedule Step Three (3) meetings on a monthly basis, by geographic areas, so that all grievances that have been newly filed, that have been advanced to Step Three (3) or that have been continued since the previous month, can be heard on a regular basis.

At the Step Three (3) meeting the grievance may be settled or withdrawn, or a response shall be prepared and issued by the Agency Head or designee, within thirty-five (35) days of the meeting. The response will include a description of the events giving rise to the grievance, the rationale upon which the decision is rendered. The Agency may grant, modify or deny the remedy requested by the Union. Any grievances resolved at Step Three (3) or at earlier steps shall not be precedent setting at other institutions or agencies unless otherwise agreed to in the settlement. The response shall be forwarded to the grievant and a copy will be provided to the Union representative who was at the meeting or one who is designated by the Local Chapter. Additionally, a copy of the answer will be forwarded to the Union's Central Office. This response shall be accompanied by a legible copy of the grievance form.

Step Four (4) - Mediation/Office of Collective Bargaining

If the Agency is untimely with its response to the grievance at Step Three (3), absent a mutually agreed to time extension, the Union may appeal the grievance to Step Four (4) requesting a meeting by filing a written appeal and a legible copy of the grievance form to the Deputy Director of the Office of Collective Bargaining within fifteen (15) days of the date of the due date of the Step Three (3) answer. Upon receipt of a grievance, as a result of a failure to meet time limits by the agency, OCB shall schedule a meeting with the Staff representative and a Chapter representative within thirty (30) days of receipt of the grievance appeal in an attempt to resolve the grievance unless the parties mutually agree otherwise. Within thirty-five (35) days of the OCB meeting, OCB shall provide a written response which may grant, modify or deny the remedy being sought by the Union. The response will include the rationale upon which the decision is rendered and will be forwarded to the grievant, the Union's Step Three (3) representative(s) who attend the meeting and the OCSEA Central Office.

If the grievance is not resolved at Step Three (3), or if the Agency is untimely with its response to the grievance at Step Three (3), absent any mutually agreed to time extension, the Union may appeal the grievance to mediation by filing a written appeal and a legible copy of the grievance form to the Deputy Director of the Office of Collective Bargaining within fifteen (15) days of the receipt of the answer at Step Three (3) or the due date of the answer if no answer was given, whichever is earlier. OCB shall have sole management authority to grant, modify or deny the grievance at Steps Four (4) and Five (5).

Either the Office of Collective Bargaining or the Union may advance a grievance directly from Step Four (4) to Step Five (5) if that party believes that mediation would not be useful in resolving the dispute.

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

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

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

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

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

Explanation: *The Office of Collective Bargaining has sole authority to grant, modify, or deny a grievance at Steps 4 and 5. The Union or OCB may move a grievance from Step 4 to Step 5 without mediation.*

Step Five (5) - Arbitration

Grievances which have not been settled under the foregoing procedure may be appealed to arbitration by the Union by providing written notice to the Deputy Director of the Office of Collective Bargaining within sixty (60) days of the mediation meeting or the postmarked date of the mediation waiver but no longer than ninety (90) days from the Step Three (3) response. **The parties shall strive to schedule all grievances other than discharge grievances filed on or after March 1, 2006, within two hundred forty (240) days from the date of mediation or the date of the mediation waiver. The timeframe may be waived by mutual agreement between OCSEA and OCB.** The agencies shall send a copy of the Step Three (3) responses to the OCSEA central office and to the union representative who was at the Step Three (3) meeting or one who is designated by the local chapter.

Explanation: *The Union must request arbitration within sixty (60) days of mediation, but no longer than ninety (90) days from the Step Three (3) response. The parties are forced to take action on grievances that have not been mediated.*
Agencies are required to forward a copy of the Step Three (3) response to the OCSEA Central Office and to the union representative who was present at the Step Three (3) meeting. Effective March 1, 2006, grievances filed after this date, other than discharge grievances, are to be scheduled for arbitration within 240 days of mediation or the mediation waiver. This language is intended to reduce the time grievances remain in the system.

25.03 - Arbitration Procedures

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

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

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

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

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

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

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

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

Explanation: *Arbitrators are required by personal service contract to render an arbitration decision within forty-five (45) days of the conclusion of the hearing.*

Instructions: *Advocates must inform the Dispute Resolution Schedulers of due dates for briefs so that the Scheduler can calculate the deadline for the decision.*

25.04 – Grievance Procedure Committees

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

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

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

Explanation: *The arbitration review committee, discharge review committee, and pre-arbitration review committees were moved from Article 3 and placed in Article 25. The practice of paying release time for the discharge review committee was included, while the arbitration and pre-arbitration review committees remain without pay. In addition the time required to request time in advance was increased to ten (10) days. All three (3) committees are state-wide.*

Instructions: *OCSEA will forward all requests to OCB in a format specified by OCB. OCB will notify affected agencies of approved requests.*

25.045 - Arbitration/Mediation Panels

The parties agree that a panel of no less than eight (8) arbitrators shall be selected to hear arbitration cases covered under this Agreement, except that all disciplinary grievances in which the discipline is the result of alleged abuse of a patient or another in the care or custody of the State of Ohio shall be submitted to a separate panel of four (4) arbitrators selected from the main arbitration panel.

The procedure for selecting the panels shall be as follows:

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

is understood that members of an expired panel may be appointed to the successor panel upon mutual agreement of the parties.

25.0~~5~~6 - Time Limits

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

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

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

25.0~~6~~7 - Time Off, Meeting Space and Telephone Use

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

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

25.0~~7~~8 - Other Grievance Resolution Methods

The parties agree that during the term of this Agreement each party will review the grievance history including but not limited to grievances arising from suspensions, for the purpose of developing agency specific agreements that will be designed to expedite the final resolution of grievances. Such agreements will consider effective use of existing staff resources.

25.0~~8~~9 - Relevant Witnesses and Information

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

This section applies to all steps of the grievance procedure: The ~~e~~Employer shall provide copies of documents, books and papers relevant to the grievance without charge to the Union, unless the request requires more than ninety (90) minutes of employee time to produce and/or copy, at which time the Union will be charged $0.10 per page.

Arbitration Awards:

OCB #1347
OCSEA #694

Arbitrator Graham: Grievant Jerry Burlingame; Rehabilitation Services Commission and Public Utilities Commission, 2/17/99. Arbitrator Graham held that the Employer is obligated to provide "specific documents, books, papers or witnesses" at every step of the grievance procedure. The Arbitrator held that in the normal course of events, the Employer is required to provide copies to the Union without charge. However, in cases where complying with the Union's request requires 90 minutes or more of the Employer's time, the Employer may charge $.10 per page.

Explanation:

This Section implements the above decision by Arbitrator Graham on the sharing of information at all steps of the Grievance procedure. The language provides for a copying charge of $.10 per page when the Union's information request requires 90 minutes or more of employee time to produce and copy. Effective March 1, 2006, this section restricts release of proficiency tests or other assessments to the provisions of Article 17, Section 17.06.

Instructions:

Employees searching for and copying information pursuant to a Union information request should document the time spent in complying with the request. If the time exceeds 90 minutes, the Union shall be charged $.10 per page. Please see Article 17, Section 17.06 concerning restrictions and provisions for release of tests.

25.~~09~~10 - Expedited Arbitration Procedure

In the interest of achieving a more efficient handling of disciplinary grievances, the parties agree to the following expedited arbitration procedure. This procedure is intended to replace the procedure in Section 25.02, Step Five (5), for the resolution of grievances as set forth below. The procedure will operate in the following manner:

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

B. Except for patient/client related cases, the grievances presented to the arbitrator under this section will consist of disciplinary actions without pay of more than five (5), but less than ten (10) days, unless mutually agreed otherwise. The parties may submit other issues by mutual agreement.

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

D. The arbitrator will normally hear at least four (4) grievances at each session unless mutually agreed otherwise. The grievances will be grouped by institution and/or geographic area and heard in that area. The parties will endeavor to develop and maintain a regular schedule for the handling of expedited arbitrations at each department or agency.

E. Grievance presentation will be limited to a preliminary introduction, a short reiteration of facts and a brief oral argument. No briefs or transcripts shall be made. If witnesses are used to present facts, there will be no more than three (3) per side including the grievant. In cases

where there is an issue of procedural arbitrability, each party will be permitted two (2) additional witnesses.

F. The arbitrator will either give a bench decision or issue a decision within five (5) calendar days. The arbitrator can either uphold or deny the grievance or modify the relief sought. All decisions will be final and binding. Decisions issued pursuant to this procedure shall have ~~no~~ precedence for progressivity purposes only or unless mutually agreed otherwise by the parties.

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

Explanation: *The language provides that patient/client abuse cases are not required to be arbitrated through the expedited arbitration process. The parties recognize that abuse cases may require more than three (3) witnesses.*
Discipline cases of more than five (5) days but less than ten (10) days shall be taken to expedited arbitration. However, the parties may mutually agree to take these discipline cases to main panel arbitration.
Decisions rendered through expedited arbitration shall have no precedential value except for progressive discipline purposes.

Effective Date: *Guidelines apply to all cases filed after May 1, 2003.*

25.1~~0~~1 - Non-Traditional Arbitration

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

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

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

Explanation: *The language provides that patient/client abuse cases are not required to be arbitrated through the non-traditional arbitration ("NTA") process. The parties recognize that abuse cases may require more presentation than that involved in an NTA.*
This Section requires disciplinary actions of five days or less to be heard at NTA. The parties may choose to have disciplinary actions of more than five days heard at NTA. OCB and OCSEA Dispute Resolution may jointly agree to take issue grievances to NTA. The contract does not require a waiver for an issue case.
New language in this Section also clarifies that discipline cases which are required to be arbitrated through the NTA process shall not be mediated. The elimination of mediation for these grievances is to provide quicker resolution of the cases.
Arbitrators hearing NTA cases shall issue written bench decisions by the end of the hearing day. Unless otherwise agreed, discipline cases shall be precedent-setting only for progressive discipline purposes.

Instructions: *The Employer and the Union are limited to one witness each for NTA cases. For the Union, testimony is limited to the witness or the Grievant. The Arbitrator may ask questions of both the witness and the Grievant.*
To ensure that the NTA process remains cost-effective, witnesses should be used only under certain circumstances, e.g. where there is a discrepancy of fact.

Effective Date: *Guidelines apply to all cases filed after May 1, 2003.*

25.12 – Attendance

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

Explanation: *Should an employee fail to attend a hearing, the Union can proceed without the employee, or withdraw the grievance. This language applies to every case that is heard subsequent to March 1, 2006.*

Instructions: *The "extraordinary circumstances" provision for failure to attend should be decided on a case-by-case basis.*

25.1~~1~~3 - Joint Training

In an effort to reduce and resolve disputes, the parties are committed to joint training(s) for union officials, staff representatives, human resources and labor relations personnel. The parties will conduct a conference regarding contract interpretation by ~~November, 2003~~**October, 2006**.

25.1~~2~~4 - Miscellaneous

The parties may, by mutual agreement, alter any procedure or provision outlined herein so long as the mutual agreement does not differ from the spirit of this Article. The parties may

examine procedures for the electronic filing and processing of grievances. **The parties agree to meet and create a process to expedite grievances filed under Article 17.**

Explanation: *Non-select grievances will utilize a procedure that shortens the time required for processing.*

Instructions: *OCB and OCSEA will jointly develop a procedure.*

Article 26

ARTICLE 26 – HOLIDAYS

26.01 - Observance

The following holidays will be observed:
New Year's Day - First Day in January;
Martin Luther King, Jr.'s Birthday - Third Monday in January;
President's Day - Third Monday in February;
Memorial Day - Last Monday in May;
Independence Day - Fourth day of July;
Labor Day - First Monday in September;
Columbus Day - Second Monday in October;
Veterans' Day - Eleventh day of November;
Thanksgiving Day - Fourth Thursday in November;
Christmas Day - Twenty-fifth day of December;

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

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

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

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

Explanation: *Major rewrite which clarifies how a holiday is observed within various settings.*
Effective Date: *March 1, 2006*

26.02 – Holiday Pay

Employees shall receive holiday pay for the number of hours they would normally be scheduled to work the day the holiday is observed. An employee whose scheduled work day off falls on a holiday will receive eight (8) hours holiday pay for that day.

Part-time employees shall receive holiday pay on a pro-rated basis, based upon the daily average of actual hours worked, excluding overtime, in the previous quarter. The quarters shall be: January 1, April 1, July 1 and October 1.

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

~~Upon request, an employee may observe a religious holiday provided that the time off is charged to vacation, compensatory time, personal leave or leave without pay.~~

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

Explanation: *Major rewrite which clarifies holiday pay and standardizes pay for part-time employees.*

Instructions: *This supersedes any and all practices, MOUs, Letters of Agreement, etc. that deal with part-time holiday benefits.*

For purposes of proration, hours worked for the quarter shall be calculated using the definition of hours worked in the State's FMLA policy minus hours in excess of forty (40) for a week.

For example: of quarterly proration:

(1) Employee worked 210 hours in previous quarter.

The quarter is 7 pay periods long.

210 ÷ 7 = 30 hours

30 hours ÷ 10 days in pay period = 3 hours holiday pay.

(2) Employee worked 0 hours in previous quarter then they get 0 hours holiday pay in current quarter.

0 ÷ # of pay periods = 0

0 ÷ 10 days in pay period = 0 hours holiday pay.

26.0~~2~~3 - Work on Holidays

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

Holiday work beyond regularly scheduled work shall be distributed among employees by the provisions covered in Article 13. No employees' posted regular schedule or days off shall be changed to avoid holiday premium pay. Once posted, the employee's schedule shall not be changed, except that an employee who is scheduled to work on the holiday may be directed not to report to work on the holiday. The Agency reserves the right to determine the number of employees needed to work the holiday.

Explanation: *This language prohibits the Employer from changing an employee's work schedule after it is posted, but allows an exception which permits the Employer to direct an employee who was scheduled to work the holiday, not to report to work on the holiday.*

Instructions: *The Employer may inform an employee previously scheduled to observe the holiday rather than report to work. Employees should be provided with a reasonable notice when the Employer utilizes this option.*

26.0~~3~~4 - Eligibility for Holiday Pay

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

An employee on vacation or scheduled sick leave during a holiday will not be charged vacation or sick leave for the holiday. Employees who are scheduled to work and 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 documented, extenuating circumstances which prohibit the employee from reporting for duty.**

Explanation: *This language addresses the problem of employees calling off sick when they are scheduled to work a holiday. Under the language, an employee who calls off sick on the day before, the day of, or the day after a holiday will not receive holiday pay and will be charged the appropriate number of sick leave hours. This provision does not apply to an employee who has scheduled sick leave over a holiday. For example, if an employee schedules sick leave over a holiday to have surgery, the employee would receive holiday pay for the holiday, and would be charged sick leave for the other days off. Moreover, this provision does not apply if documented extenuating circumstances exist.*
For example: An employee wrecks car on the way to work and is hospitalized. Documentation would be hospital admittance papers and police report.
Note: An FMLA Certification on file by itself is not sufficient documentation.

Instructions: *The Employer should request physician's verification for scheduled sick leave.*

Article 27

ARTICLE 27 - PERSONAL LEAVE

27.01 - Eligibility for Personal Leave

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

27.02 - Personal Leave Accrual

Employees shall be entitled to four (4) personal leave days each year. Eight **(8)** hours of personal leave shall be credited to each employee ~~at the end of the pay period which includes the first~~ **in the first earnings statement which the employee receives after the first** day of January, April, July and October of each year. Full-time employees who are hired after the start of a calendar quarter shall be credited with personal leave on a prorated basis. Part-time employees shall accrue personal leave on a prorated basis. Proration shall be based upon a formula of .015 hours per hour of non-overtime work.

~~This method of accrual shall take effect April 1, 1992. Prior to that time, employees will continue to accrue personal leave pursuant to the provisions of the 1989 Agreement.~~ Employees that are on approved paid leave of absence, union leave or receiving Workers' Compensation benefits shall be credited with those personal leave hours which they normally would have accrued upon their approved return to work.

Explanation: *Clarifies when quarterly credit occurs.*

27.03 - Charge of Personal Leave

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

27.04 - Notification and Approval of Use of Personal Leave

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

When any bargaining unit, not covered by this Agreement, has filed a Notice of intent to strike or engages in a wildcat strike, the Employer reserves the right to cancel or deny all personal leave requests.

Personal leave shall not be taken on a holiday.

Arbitration Awards:

OCB #1350
OCSEA #696

Arbitrator Harry Graham; Grievant Jerry Burlingame, et. al.; DAS, 03/05/99. When Local 1199 filed its notice of intent to strike in August of 1997, the State received information that other Unions would participate in the strike by using personal leave. The State directed agencies to deny all discretionary leave. Arbitrator Graham held the [previous] language of §27.04 was mandatory and that the Employer had no discretion to deny personal leave. However, if other Unions had engaged in a bona fide wildcat strike, the Employer would have been justified in denying all personal leave requests.

Explanation:

The language addresses the problem as described in the above arbitration award. The Factfinder reasoned that the State has an obligation to provide services to people who are institutionalized. These services shall not be interrupted by employees who might engage in a "sympathy strike."
The language of this section also clarifies that personal leave may not be taken when an employee is scheduled to work on a holiday.
Effective March 1, 2006, expands employee notice requirement for requests for use of personal leave to seven (7) calendar days, for the day before and after five (5) major holidays within four (4) institutional agencies.

Instructions:

The Employer may deny or cancel personal leave requests when a bargaining unit files a notice of intent to strike. The Office of Collective Bargaining will notify all Agencies in the event that a strike occurs. All Agencies should have their strike plans on file with the Office of Collective Bargaining.
Employees may NOT take personal leave on a holiday.

27.05 - Prohibitions

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

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

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

27.07 - Conversion of Personal Leave Credit Upon Separation from Service

An employee who is separated from state service shall be entitled to convert the unused earned amount of personal leave. This payoff shall be at the employee's regular rate of pay. Upon the death of a permanent employee, unused earned personal leave shall be converted to cash and credited to his/her estate.

27.08 - Transfer of Personal Leave Credit

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

Arbitration Awards:

OCB #828
OCSEA #475

Arbitrator Bowers: Grievant Bruce Raines; DR&C, 9/15/92. The State has received adverse decisions with regard to the "shall" in personal leave for the language in both the 1986 and 1989 contracts. The award referenced is the decision on the 1989 language. This decision sets forth a narrow set of circumstances in which the Employer can deny personal leave which has been requested in accordance with the notice requirement set forth in Section 27.04.

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

27.09 – Leave Availability

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

Explanation: *Personal leave accrued cannot be used until it appears on the pay stub and funds are available to the employee.*

Instructions: *OAKS programming. State will need to ensure interim programming changes. Most likely will affect the "earn and burn" employees.*

ARTICLE 28 - VACATIONS

28.01 - Rate of Accrual

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

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

Effective July 1, 1986, only service with state agencies, i.e. agencies whose employees are paid by the Auditor of State, will be computed for the purpose of determining the rate of accrual for new employees. Service time for vacation accrual for employees employed on that date will not be modified by the preceding sentence. An employee who has retired **in** accordance with the provisions of any retirement plan offered by the ~~s~~**S**tate and who is employed by the ~~s~~**S**tate or any political subdivision of the ~~s~~**S**tate on or after June 24, 1987, shall not have his/her prior service with the ~~s~~**S**tate or any political subdivision of the ~~s~~**S**tate counted for the purpose of computing vacation leave. The accrual rate for any employee who is currently receiving a higher rate of vacation accrual will not be retroactively adjusted. All previously accrued vacation will remain to the employee's credit. The prospective accrual rate will be adjusted effective with the pay period that begins June 26, 1994.

Arbitration Award:

OCB #1508
OCSEA #763

Arbitrator Harry Graham: National Guard Time; Grievant Darrell Mummey, DR&C, 6/21/01. Under ORC 9.44, a full time employee who is a member of the Ohio National Guard serving on duty on one weekend per month and two weeks out of every year is entitled to one year prior service credit for each year of service for the purpose of computing the amount of his vacation leave pursuant to RC 121.161, OAG 81-066. The Employer was to credit National Guard service to the eligible grievants for purposes of vacation and longevity. State service credit shall be based on the initial date of enlistment in the National Guard.

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

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

28.02 - Maximum Accrual

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

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

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

28.03 - Procedure

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

Employees who work in seven (7) day operations shall be given the opportunity to request vacations by a specified date each year. Employees shall be notified of this opportunity one (1) month in advance of the date. If more employees request vacation at a particular time than can be released, requests will be granted in seniority order.

Employees in seven (7) day operations can also request vacations at other times of the year. If more employees request vacation than can be released, requests will be granted on a first come/first serve basis with seniority governing if requests are made simultaneously.

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

~~Other~~ e**E**mployees **in other than seven (7) day operations** shall request vacation according to agency policy (work rules) unless the Employer and the Union mutually agree otherwise. **In those operations,** ~~T~~**t**he Employer shall not deny a vacation request unless the vacation would work a hardship on other employees or the Agency. The Employer shall promptly notify employees of the disposition of their vacation requests. Unless the Employer agrees otherwise, an employee's vacation will not exceed one (1) year's accrual.

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

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

Explanation: *Effective March 1, 2006, new language in the fifth paragraph makes clear the requirement of a hardship on the Agency or other employees to deny vacation. This standard of requirement of a hardship on the Agency or other employees only applies to non-seven day operations.*

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

28.04 - Payment Upon Separation

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

28.05 - Disposition of Work During Vacation

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

28.06 – Leave Availability

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

Explanation: *Vacation accrued can not be used until it appears on the pay stub and funds are available to the employee.*

Instructions: *OAKS programming. State will need to ensure interim programming changes. Most likely will affect the "earn and burn" employees.*

ARTICLE 29 - SICK LEAVE

29.01 - Definitions: Sick Leave for State Employees

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

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

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

29.02 - Sick Leave Accrual

All employees shall accrue sick leave at the rate of 3.1 hours for each eighty (80) hours in active pay status, excluding overtime hours, not to exceed eighty (80) hours in one year.

Less than full-time employees shall receive 3.1 hours of sick leave for each eighty (80) hours of completed service, not to exceed eighty (80) hours in one year.

Employees that are on approved leave of absence or receiving Workers' Compensation benefits shall be credited with those sick leave hours which they normally would have accrued upon their approved return to work.

Sick leave shall be granted to employees who are unable to work because of illness or injury of the employee or a member of his/her immediate family living in the employee's household or because of medical appointments or other ongoing treatment. The definition of "immediate family" for purposes of this Article shall be: spouse, significant other ("significant other" as used in this Agreement, is defined to mean one who stands in place of a spouse, and who resides with the employee), child, step-child, grandchild, parents, step-parents, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, great grandparents, brother, sister, step-siblings, brother-in-law, sister-in-law or legal guardian or other person who stands in the place of a parent. Sick leave may be granted to care for an employee's child/parent(s) regardless of whether or not the child/parent(s) is currently living in the same household, but in cases in which both parents are employed by the State, only one parent may be granted sick leave to care for a child at home on the same day.

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

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

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

Any sick leave used during the 40.1 to 80 hours for time spent hospitalized overnight by the employee, employee's spouse or child residing with the employee or for those hours of sick

* Any sick leave utilized in excess of eighty (80) hours in any usage period shall be paid at one hundred percent (100%).

leave used before or after the hospital stay that are contiguous to the hospital stay, will be paid at 100%. In the event this paragraph is found to violate the FMLA or any other State or Federal law or regulation or the implementation of such will adversely affect the provisions of this Article, the parties agree that this paragraph will be null and void.

Employees may elect to utilize sick leave to supplement an approved Disability Leave, Workers' Compensation Claim or Childbirth Adoption Leave pursuant to Articles 35~~A .04~~, 34.03 and 30.08 (C). Sick leave used for these supplements shall be paid at a rate of one hundred percent (100%) notwithstanding the schedule previously specified. After employees have used all of their accrued sick leave, they may, at the Employer's discretion, use accrued vacation, compensatory time or personal days or may be granted leave without pay.

Explanation: *Establishes that effective March 1, 2006, the new usage period for sick leave begins the pay check that includes December 1st of each year.*
Sick leave usage continues to be paid at differing rates based on the number of hours used. Leave used in lieu of sick leave is granted at the Employer's discretion rather than the employee's choice.
Language provides an exception to the reduced sick leave pay provision for time spent immediately before, during and immediately after a hospital stay.

Instructions: *Employees requesting sick leave to be paid at 100% for time spent in conjunction with a hospital stay shall provide documentation to the personnel and/or payroll officer. A sample request form listing the information that is required to be submitted is attached.*
An employee may choose to request paid leave (including sick leave) for an FMLA qualifying event and the Employer must grant the request. The Employer may specify the order in which types of paid leave may be used. If the employee does not request other forms of leave for an FMLA qualifying event, the Employer may force the employee to use all accrued sick, vacation, and personal leave balances prior to going on unpaid leave. However, the Employer may not force an employee to use compensatory time before going on unpaid leave. See the FMLA regulations at 29 CFR Part 825, Section 207(i).

29.03 - Notification

When an employee is sick and unable to report for work, he/she will notify his/her immediate supervisor or designee no later than one half (1/2) hour after starting time, unless circumstances preclude this notification. The Employer may request a statement, from a physician who has examined the employee or the member of the employee's immediate family, be submitted within a reasonable period of time. Such physician's statement must be signed by the physician or his/her designee. In institutional agencies or in agencies where staffing requires advance notice, the call must be made at least ninety (90) minutes prior to the start of the shift or in accordance with current practice, whichever period is less. Failure to notify the Employer in accordance with the provisions of this paragraph shall result in the employee forfeiting any rights to pay for the time period which elapsed prior to notification unless unusual extenuating circumstances existed to prevent such notification.

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

Explanation: *This Section clarifies the process to be utilized by employees on extended leaves related to illness or injury.*

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

29.04 - Sick Leave Policy

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

It is the desire of the State of Ohio that when discipline is applied it will serve the purpose of correcting the performance of the employee.

Sick Leave Policy

I. Purpose

The purpose of this policy is to establish a consistent method of authorizing employee sick leave, defining inappropriate use of sick leave and outlining the discipline and corrective action for inappropriate use. The policy provides for the equitable treatment of employees without being arbitrary and capricious, while allowing management the ability to exercise its administrative discretion fairly and consistently.

II. Definition

A. Sick Leave:
Absence granted per negotiated contract for medical reasons.

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

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

D. Pattern abuse:
Consistent periods of sick leave usage, for example:
1. Before, and/or after holidays;
2. Before, and/or after weekends or regular days off;
3. After pay days;
4. Any one specific day;
5. Absence following overtime worked;
6. Half days;

7. Continued pattern of maintaining zero or near zero leave balances;
8. Excessive absenteeism;

III. Procedure

A. Physician's verification

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

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

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

B. Unauthorized use or abuse of sick leave

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

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

C. Pattern abuse

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

Explanation: *Sick leave may not be unreasonably denied. Sick leave may be denied when an employee improperly calls off, engages in a pattern of abuse of sick leave, or fails to provide physician's verification of sick leave use when requested.*
If an employee has an FMLA qualifying condition, Agencies may require employees to provide recertification of the medical necessity for intermittent leave no more than once every thirty (30) days in conjunction with an employee's absence. If the minimum period specified on the medical certification is more than thirty (30) days, the Employer may not request recertification until the minimum period has passed unless: 1) the employee requests an extension of leave; 2) circumstances described by the previous certification have changed significantly; or 3) the Agency receives information that casts doubt upon the continuing validity of the certification. See FMLA regulations at 29 CFR Part 825, Section 305.

Instructions: *Sound judgment must be exercised when denying sick leave. Supervisors should consult with Labor Relations Officers concerning denials to ensure consistency. Denial of sick leave should be based on fact patterns such as improper call off, patterns of abuse, etc.*

29.05 - Carry-Over and Conversion

Employees will be offered the opportunity to convert to cash any part of their sick leave accrued and not used for the **proceeding** twelve (12) month period~~,~~ ~~ending on the last day of the pay period in November from which~~ **Payment will be made in** the first paycheck in December ~~is issued~~ each year at the following rates.

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

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

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

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

Explanation: *This Sub-section clarifies the sick leave conversion to cash for any sick leave an employee accrued and did not use in the proceeding twelve (12) month period. The payment to the employee for any converted sick leave will be made in the first pay check in December of each year.*

Instructions: *The conversion chart provided in Section 29.05 of the contract illustrates the number of sick leave hours subject to cash and at the appropriate percent rate. OAKS programming. State will need to ensure interim programming changes*

29.06 - Leave Donation Program

Employees may donate paid leave to a fellow employee who is otherwise eligible to accrue and use sick leave and is employed by the same Agency. The intent of the leave donation program is to allow employees to voluntarily provide assistance to their co-workers who are in critical need of leave due to the serious illness or injury of the employee or a member of the employee's immediate family. The definition of immediate family as provided in rule 123:1-47-01 of the Administrative Code shall apply for the leave donation program.

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

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

C. The leave donation program shall be administered on a pay period by pay period basis. Employees using donated leave shall be considered in active pay status and shall accrue leave and be entitled to any benefits to which they would otherwise be entitled. Leave accrued by an employee while using donated leave shall be used, if necessary, in the following pay

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

D. Employees who wish to donate leave shall certify:
   1. The name of the employee for whom the donated leave is intended;
   2. The type of leave and number of hours to be donated;
   3. That the employee will have a minimum combined leave balance of at least eighty hours; and
   4. That the leave is donated voluntarily and the employee understands that the donated leave will not be returned.

E. Appointing authorities shall ensure that no employees are forced to donate leave. Appointing authorities shall respect an employee's right to privacy, however appointing authorities may, with the permission of the employee who is in need of leave or a member of the employee's immediate family, inform employees of their co-worker's critical need for leave. Appointing authorities shall not directly solicit leave donations from employees. The donation of leave shall occur on a strictly voluntary basis.

29.07 – Sick Leave Pilot Programs

The parties may, by mutual agreement, enter into a joint study(s) and pilot(s) that will explore alternate sick leave provisions that could modify provisions of Article 29 and be implemented by an institution or agency or as otherwise mutually agreed to by the parties.

The parties further agree that Agencies or individual institutions, with the Agency's approval, and the Union may, with OCB approval, mutually agree to sick leave provisions that allow for alternative sick leave payment arrangements. In the event any of these arrangements are found to violate the FMLA or any other State or Federal law or regulation or the implementation of such will adversely affect the provisions of this Article the parties agree that these arrangement will be null and void.

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

Explanation: *Language was added to encourage the development of alternate sick leave payment arrangements that comply with the FMLA, State and Federal regulations.*

Effective Date: *March 1, 2003*

29.08 –Leave Availability

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

Explanation: *Sick leave accrued can not be used until it appears on the pay stub and funds are available to the employee.*

Instructions: *OAKS programming. State will need to ensure interim programming changes. Most likely will affect the "earn and burn" employees.*

Article 30

ARTICLE 30 - OTHER LEAVES WITH PAY

30.01 - Jury Duty

Leave with pay at regular rate shall be granted for service upon a jury. Employees who are scheduled on other than a day shift shall be reassigned to a day shift during the period of service upon the jury. When not impaneled for actual service and only on call, the employee shall report to work as soon as reasonably possible after notification that his/her services will not be needed. In cases where the employee would report to do less than four (4) hours work, the employee need not report. Employees called to jury duty shall submit to the Agency any juror fees received in excess of fifteen ($15) dollars per day.

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

30.02 - Military Leave

A. Federal Duty

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

B. State Duty

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

C. Maximum **Paid Leave(s)**

The maximum allowable paid military leave when combining federal and state duty described above shall not exceed twenty-two (22) work days or one hundred seventy-six (176) hours per calendar year.

D. **Pay Differential**

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

Explanation: *This section clarifies the conditions in which a state employee who is a member of the uniformed services is entitled to a pay differential as defined in ORC 5923.05(C).*

Instructions: *Proper documentation as provided in sub-section 'E.' of this article is required for payment to be received.*

~~D~~**E.** Evidence of Military Duty

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

30.03 - Bereavement Leave

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

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

Arbitration Awards:

OCB #555 *OCSEA #322*	*Arbitrator Drotning: several different grievants and Agencies. This arbitration award set forth guidelines with regard to the application of this Section. The Arbitrator stated, "It is impossible to base bereavement leave considerations on the quality of a particular personal relationship but these decisions must rest primarily on legal and narrow definitions of the relationship between the employee and the deceased."*

30.04 - Voting

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

30.05 - Witness Duty

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

Employees subpoenaed to proceedings on behalf of an employer other than the State **must**~~, who received compensation for his/her testimony from the other employer shall not be eligible for paid leave as provided in this Article, but may elect to~~ use available accrued **vacation leave, personal leave, or compensatory leave before being granted leave without pay**. Employees using such accrued leave shall not be required to remit any fees received.

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

Arbitration Awards:

OCB #1332
OCSEA #690

Arbitrator Graham: Grievant Jamie Stewart, et. al.; ODOT, 12/03/98. Arbitrator Graham held that the contract required the Employer to pay Witness Duty pay when employees were subpoenaed to proceedings on behalf of an employer other than the State.

Explanation:

The language of this section addresses the Arbitration decision noted above. The State will not be required to grant an employee paid leave when the employee is subpoenaed to proceedings on behalf of an employer other than the State, and the employee receives compensation from the other employer for his/her testimony. Effective March 1, 2006, new language of this section establishes that subpoenas arising from secondary employment are not subject to the applicable leave and compensation provisions of the section. Further, where subpoenas are issued to a state employee by an employer other than the state, the employee must used accrued leave (i.e., vacation, personal or comp.) prior to being granted any leave without pay.

Instructions:

An employee who is subpoenaed to testify in court as a result of secondary employment is not eligible for paid witness duty leave. The employee may use available vacation or personal leave, or if none available leave without pay. If the employee uses accrued leave or leave without pay, the employee is not required to remit any fees received as compensation for his/her testimony.

30.06 - Professional Meetings

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

30.07 - Civic Duty

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

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

Instructions: *All Civic Duty Leave requires advance management approval. Labor Relations Officers and Agency Personnel should communicate this provision for paid leave to all management personnel. Employees are permitted to engage in certain civic duties on paid time.*

30.08 - Paid Adoption/Childbirth Leave

A. Eligibility

All employees who work thirty (30) or more hours per week are eligible for paid Adoption/ Childbirth leave upon the birth or adoption of a child for care, bonding and/or acclimation of the child. Leave under this Section shall be limited to six (6) weeks, the first two (2) of which shall be the unpaid waiting period, and the remaining four (4) weeks shall be paid at seventy (70%) percent of the employee's regular rate of pay. No minimum length of service is necessary to establish eligibility for this leave. Eligibility for leave is established on the day of the birth of a child or the day upon which custody of a child is taken for adoption placement by the prospective parents. To be eligible for leave an employee must be the biological parent; or in the case of adoption the employee must be the prospective adoptive parent. An employee may elect to take two-thousand dollars ($2,000) for adoption expenses in lieu of the leave benefit. Payment may be requested when the court has awarded permanent custody of a child to the prospective parents. Whenever an employee adopts multiple children, the event shall be considered as a single qualifying event, and will not serve to increase either the length of leave for an employee or the two-thousand dollar ($2,000) limit. In the event an infant child dies while an employee is using Adoption/Childbirth leave for that infant, Adoption/Childbirth leave terminates on the date of the death. Requested bereavement leave may begin on the day following the death of the child, and may be supplemented by other leaves as specified in Section 30.03.

Explanation: *Birth parents, must avail themselves of the six consecutive weeks of Adoption/Childbirth Leave ("ACL") beginning with the birth of child. Similarly, adoptive parents must avail themselves of the six consecutive weeks of ACL the day upon which custody of a child is taken for adoption placement.*

Adoptive parents may waive the use of ACL and choose to be paid $2000 toward adoption expenses; however, this payment will be made only after the court has awarded permanent custody of the child(ren) to the parents not at the time the child is placed in the home of the prospective parents.

Two state employees adopting a child may: either both use ACL; both take $2,000 each toward adoption expenses; or one use ACL and one take the $2,000 toward adoption expenses.

When multiple children are adopted simultaneously, the employee is entitled to only one benefit – either $2,000 or the leave benefit. The employee cannot take a separate benefit for each child.

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

B. Waiting Period

To qualify for paid Adoption/Childbirth leave under this Section, an employee must complete a fourteen (14) day waiting period, which commences on the date eligibility is established. An employee may work at the discretion of the employee's appointing authority and/or may take unpaid leave or may use any form of accrued paid leave or compensatory time for which he/she is qualified, or any combination thereof, during the fourteen (14) day waiting period. The fourteen (14) day waiting period under this Section shall satisfy the waiting period for disability leave benefits for employees who qualify for additional leave due to disability, provided the employee does not work during the two (2) week waiting period. The remaining four (4) weeks shall be paid at seventy (70%) percent of the employee's regular rate of pay.

C. Leave Benefit

An employee may utilize any other form of paid leave or compensatory time to supplement Adoption/Childbirth leave, up to a maximum of one hundred (100%) percent of the employee's regular bi-weekly rate of pay. Employees using Adoption/Childbirth leave who meet the eligibility requirements of the Family and Medical Leave Act (FMLA) ~~(i.e., twelve (12) months of state service, and one-thousand two-hundred fifty (1,250) hours in state service active pay status during the twelve (12) months immediately before the birth or adoption)~~ shall have the entire non-working period of Adoption/Childbirth leave counted toward the employee's twelve (12) week FMLA entitlement. Adoption/Childbirth leave shall not affect an employee's right to leave under other provisions of this Agreement.

Explanation: *Change in language was made to reflect that the state intends to administer the requirements of the FMLA in regards to hours worked, not time spent in 'active pay status.'*

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. In the event an infant child dies while the birth mother is using Adoption/Childbirth leave in lieu of disability leave benefits for that infant the leave shall continue for a period consistent with the appropriate recovery period for disability leave benefits for childbirth.

F. Holidays

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

G. Working During Adoption/Childbirth Leave Period

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

H. Credit for Hours Worked or Supplemented

Employees who work or supplement their pay during the latter four (4) weeks of leave, as described above, shall have their pay for hours worked or supplemented so calculated that working or supplementing thirty (30%) percent of their normally scheduled work hours during the pay period shall result in a bi-weekly pay amount equal to their regular bi-weekly pay. Employees who work more than thirty (30%) percent of their regularly scheduled hours shall forfeit paid Adoption/Childbirth leave on an hour for hour basis for all excess hours.

I. Duration

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

Article 31

ARTICLE 31 - LEAVES OF ABSENCE

31.01 - Unpaid Leaves

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

A. Union Leave

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

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

B. Pregnancy Leave

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

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

C. Extended Illness

The Employer may grant an unpaid leave of absence ~~F~~for ~~an extended illness~~ up to one (1) year, if an employee has exhausted all other paid leave. The employee shall provide periodic, written verification by a medical doctor showing the diagnosis, prognosis and expected duration of the illness. Prior to requesting an extended illness leave, the employee shall inform the Employer in writing of the nature of the illness and estimated length of time needed for leave, with written verification by a medical doctor. If the Employer questions the employee's ability to perform his/her regularly assigned duties, the Employer may require a decision from an impartial medical doctor paid by the Employer as to determine the employee's ability to return to work. If the employee is determined to be physically capable to return to work, the employee

may be terminated if he/she refuses to return to work. In the event of conflicting medical opinion in Workers' Compensation Cases, the order of the Industrial Commission District Hearing Officer shall be controlling with regard to the employee's ability to return to work.

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

D. Other Unpaid Leave

The Employer may grant unpaid leaves of absence to employees upon request for a period not to exceed one (1) year. Appropriate reasons for such leaves may include, but are not limited to education, parenting (if greater than ten (10) days), family responsibilities, or holding elective office (where holding such office is legal).

The position of an employee who is on an unpaid leave of absence may be filled on a temporary basis in accordance with Article 7. The employee shall be reinstated to the same or a similar position if he/she returns to work within one (1) year. The Employer may extend the leave upon the request of the employee.

~~E.~~31.02 Military Leave

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

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

31.0~~2~~3 - Application for Leave

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

31.0~~3~~4 - Authorization for Leave

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

31.0~~4~~5 - Failure to Return From Leave

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

presented to the Employer as soon as physically possible.

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

31.0~~5~~6 - Application of the Family and Medical Leave Act

The Employer will comply with all provisions of the Family and Medical Leave Act. For any leave which qualifies under the FMLA, the employee may be required to exhaust all applicable paid leave prior to the approval of unpaid leave.

Explanation: *An employee may choose to request other forms of leave for an FMLA qualifying event and the Employer must grant the request. If the employee does not request other forms of leave for an FMLA qualifying event, the Employer may force the employee to use all accrued sick, vacation, and personal leave balances prior to going on unpaid leave. However, the Employer may not force an employee to use compensatory time before going on unpaid leave. See the FMLA regulations at 29 CFR Part 825, Section 207(i).*

Instructions: *Personnel Officers should keep accurate leave records tracking FMLA leave to ensure that the permissible twelve (12) weeks is not extended or denied.*

ARTICLE 32 – TRAVEL

32.01 - Overnight Stays

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

32.02 - Personal Vehicle

If the Agency requires an employee to use his/her personal vehicle, the Agency shall reimburse the employee with a mileage allowance of not less than ~~thirty~~ **forty** ($.~~3~~40) cents but if the Internal Revenue Service's rate is reduced to an amount lower than ~~thirty~~ **forty** ($.~~3~~40) cents, the rate will be set at the Internal Revenue Service's rate. If an employee uses a motorcycle, he/she will be reimbursed no less than ~~ten and one-half~~ **thirteen** ($.~~105~~13) cents per mile.

Explanation: *Effective March 1, 2006, the mileage allowance increases to forty ($.40) cents per mile for use of personal vehicle and thirteen ($.13) cents per mile for motorcycle. If the IRS rate is reduced to an amount lower than forty ($.40) cents per mile, the rate will be set at the IRS rate.*

Instructions: *The current reimbursement procedures remain unchanged at this time. Agency questions should be directed to an OCB Labor Relations Specialist. Union questions should be directed to a Staff Representative.*

32.03 - Travel Reimbursement

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

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

Agencies should consult with their OBM analyst about proper reimbursement procedures. Agency questions should be directed to an OCB Labor Relations Specialist. Union questions should be directed to a Staff Representative.

32.04 - In-State Travel

If the Agency Head or designee requires an employee to stay overnight in the state, the employee shall be reimbursed up to ~~sixty-five~~ **eighty** ($~~65~~80.00) dollars effective July 1, 200~~6~~; ~~seventy ($70.00) dollars, effective July 1, 2001; and seventy-five ($75.00) dollars, effective July 1, 2002~~, plus tax per day for actual lodging expenses incurred, and for actual meal expenses

incurred up to ~~thirty ($30.00) dollars, effective July 1, 2000; thirty-five ($35.00) dollars, effective July 1, 2001; and~~ forty ($40.00) dollars, ~~effective July 1, 2002,~~ per day prorated in accordance with the regulations of the Office of Budget and Management (OBM). These rates shall be adjusted upward in accordance with OBM's regulations should the reimbursement rates increase. The Agency may require receipts or other proof of expenditures before providing reimbursement.

Explanation: *Effective July 1, 2006, the employee rate of reimbursement is increased for overnight stay up to eighty ($80.00) dollars and for actual meal expenses incurred, the employee shall be reimbursed up to forty ($40.00) dollars per day.*
Any expenditure must be in compliance with the regulations of the Office of Budget and Management (OBM).
This language allows Agencies to require receipts or other proof of expenditures before providing reimbursement.

Instructions: *Employer representatives should consult with OBM concerning proper reimbursement procedures. Agency questions relating to contractual interpretation of entitlement to reimbursement should be directed to an OCB Labor Relations Specialist. Union questions should be directed to a Staff Representative.*

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

If the Agency requires an employee to stay overnight out of the state, the employee shall be reimbursed the actual lodging cost incurred within reason, and the employee may choose to receive either actual cost up to a maximum rate of thirty ($30.00) dollars per day without providing receipts to OBM, or sixty ($60.00) dollars per day with receipts provided to OBM for meal expenses. However, the Agency may require receipts or other proof of expenditures before providing reimbursement. These rates are subject to proration and upward adjustment in accordance with OBM's regulations.

Explanation: *Out-of-state travel is considered to be travel within the United States.*
Employees in an out-of-state travel status have the option of receiving actual cost of reimbursement up to a maximum rate of thirty dollars ($30) per day without receipts. The alternative is that employees may receive sixty dollars ($60) per day with receipts. The language also allows the Agency to require receipts or other proof of expenditures, before providing reimbursement.
This language provides proration and upward adjustment in accordance with OBM's regulations.

Instructions: *Employer representatives should consult with OBM concerning proper reimbursement procedures. Agency questions relating to contractual entitlement to reimbursement should be directed to an OCB Labor Relations Specialist. Union questions relating to contractual entitlement to reimbursement should be directed to a Staff Representative.*

32.06 - Travel Outside the United States

If the agency requires an employee to stay overnight outside the United States, the employee shall be reimbursed the actual lodging cost incurred within reason, and actual meal expenses up to a maximum rate of seventy-five ($75.00) dollars per day with receipts provided to OBM. The maximum meal rate is authorized only during the portion of the trip that is outside the United States.

Explanation: *This Section provides that an employee shall be reimbursed for the actual lodging cost incurred within reason and provides reimbursement of actual meal expenses up to a maximum of seventy-five dollars ($75) per day with receipts.*

Instructions: *Employer representatives should confer with Agency OBM analyst concerning proper reimbursement procedures. Agency questions concerning contractual entitlement should be directed to the agency OCB Labor Relations Specialist. Union questions concerning contractual entitlement should be directed to a Staff Representative.*

32.07 - Meal Gratuities

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

32.08 - Other Travel-Related Gratuities

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

A. Actual cost up to a maximum rate of ten ($10.00) dollars per day for an overnight traveler on the day of travel departure and on the day of return from travel.
B. Actual cost up to a maximum rate of five ($5.00) dollars per day for an overnight traveler on any day of travel other than the day of departure or day of return, or for a traveler who is not traveling overnight.

32.09 - Payment

The State shall be committed to making reimbursement to employees within thirty (30) days of submission of completed and proper expense reports. The thirty (30) days shall begin when a proper expense report is presented to the employee's supervisor for approval.

If an Agency fails to reimburse an employee within thirty (30) days, the Agency shall pay the employee interest on the amount due in accordance with OBM guidelines on prompt payment, or one ($1.00) dollar, whichever is greater.

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

32.10 - Duty to Report

It is the employee's responsibility to report to his/her immediate supervisor any accident or traffic violation/citation which he/she may have been involved with or received while on state business. Employees shall obey all applicable state laws and rules. Failure to do so may result in disciplinary action.

32.11 - Miscellaneous

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

Explanation: *This language indicates that the parties shall default to OBM regulations in the absence of specific contract language.*

Instructions: *Employer representatives should consult with OBM concerning proper reimbursement procedures. Agency contractual issues should be directed to an OCB Labor Relations Specialist. Union contractual issues should be directed to a Staff Representative.*

ARTICLE 33 - UNIFORMS AND TOOLS

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

33.01 - Uniforms

When the Employer requires an employee to wear a uniform, the Employer will furnish sized uniforms appropriate to the gender of the wearer on a replacement basis. If the Employer requires an employee to wear a specific type of safety shoe the Employer will provide the shoe or reimburse the employee for the cost of the shoe at the Employer's option. The Employer will keep the uniform in good repair and will replace it when the uniform is ruined through normal wear and tear. If the uniform needs repair or replacement due to the negligence of an employee, the employee will bear the cost of the repair or replacement. In those institutions where cleaning facilities are available, uniforms shall be cleaned by the Employer. However, they shall not be cleaned with the inmates', clients' or residents' clothes. In all other agencies the Employer shall provide one hundred twenty five dollars ($125) per year for uniform cleaning and repair.

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

33.02 - Tools

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

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

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

ARTICLE 34 - SERVICE-CONNECTED INJURY AND ILLNESS

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

34.01 - Health Insurance

Employees receiving lost time Workers' Compensation, Occupational Injury Leave or Hostage Leave benefits for a claim arising from employment with the State of Ohio who have health insurance shall continue to be eligible for health insurance at no cost to the employee not to exceed twenty-four (24) months. Further, pending the approval of a Workers' Compensation claim, the Employer shall continue coverage at no cost to the employee, including the employee's share of such costs, for a period not to exceed twenty-four (24) months. The Employer has the right to recover such payments if the Workers' Compensation claim is determined to be non-compensable.

Explanation: *This Section clarifies that payment for wages are on "lost time" claims. Also incorporates the existing practice that such payments are made for both OIL and Hostage Leave.*

Instructions: *Employees on leave receiving workers' compensation benefits will need to be monitored to determine if the claim arose from employment with the State of Ohio. If not, the state will not pay the health insurance premiums.*
The Employer will pay the insurance premiums for up to 24 months ***for each absence*** *due to an approved claim, not 24 months total on any one claim nor 24 months total on all claims.*

34.02 - Coverage for Workers' Compensation Waiting Period

An employee shall be allowed full pay at regular rate during the first seven (7) consecutive calendar days of absence when he/she suffers a compensable work-related injury, arising from employment with the State of Ohio, or contracts a service-related illness with a duration of more than seven (7) consecutive days. If the injury/illness has a duration of more than fourteen (14) consecutive days and the employee receives Workers' Compensation benefits for the first seven (7) consecutive 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 arising from employment with the State of Ohio, the Employer shall allow the employee, upon execution of a Wage Agreement, to buy back those leave balances within two pay periods after lost time Workers' Compensation benefits are received by the employee, or shall allow the employee to choose an automatic restoration of those leave balances upon execution of a Wage Agreement.

Explanation: *The language of this Section clarifies that an employee is eligible for full pay during the first seven days of absence only if the seven days are consecutive and only if the employee suffers a compensable injury arising from employment with the State of Ohio.*
Language clarifies that wage advancements through use of accrued leave are accomplished through the execution of a Wage Agreement. The old language of "assignment of benefits" was not the proper term.

Instructions: *A Wage Agreement is the proper term for the agreement between the employee, the state and BWC. This Agreement commits the employee to assigning his/her BWC payments to the State. A Wage Agreement must be used if the employee chooses to restore his/her leave balances used pending approval of a Workers' Compensation claim.*

34.03 - Other Leave Usage to Supplement Workers' Compensation

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

Explanation: *This language allows leave supplementation up to an amount that provides an employee's "regular" rate of pay. This language reflects the current practice.*

Instructions: *Employees may choose in writing the order in which accrued leaves are used. The state payroll system will make the choice when an employee fails to do so.*

34.04 - Occupational Injury Leave

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

34.05 - Transitional Work Programs

Agencies and the Union may mutually develop transitional work programs designed to encourage a return to work by an employee receiving Workers' Compensation benefits or Occupational Injury Leave (OIL). During the time an employee is in a transitional work program, the employee will be assigned duties which the employee is capable of performing based upon the recommendation of the employee's attending physician. Upon request of the Employer employees must participate in the transitional work program unless precluded from participation by their attending physician.

Explanation: *Employees who participate in transitional work programs are more likely to experience improved recovery time and return to work permanently at the earliest opportunity. Agencies may assign limited workload to employees*

receiving OIL or Workers' Compensation benefits when the Agency and Union mutually agree on a program.

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

34.06 - Hostage Leave

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

Explanation: *Hostage situations exist beyond institutional agencies. Accordingly, eligibility for hostage leave applies to all employees.*

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

34.07 - Leave to Attend Industrial Commission District Hearing

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

Explanation: *Many times the Industrial Commission requires a hearing to determine a claim. As a workers' compensation claim arises from employment, it is equitable for employees to receive paid leave to attend one hearing. New language clarifies that employees shall be granted time off with pay for only ONE hearing for the life of any claim.* ***That hearing may occur at any point during the life of the claim.*** *However, if the Employer contests the employee's workers' compensation claim, the employee will be granted time off with pay to attend any hearings convened because the Employer contests the Industrial Commission's determination.*

Instructions: *Supervisors will need assistance from Personnel and Payroll Officers to verify hearing notices and to process leave appropriately.*

Article 35

ARTICLE 35 - DISABILITY BENEFITS

35.01 – ~~Eligibility~~Disability Program

Eligibility **and administration of disability benefits** shall be pursuant to current Ohio Law and the Administrative Rules of the Department of Administrative Services ~~in effect as of July 1, 2000, including~~ **except for** the following modifications and clarifications:

A. Any full-time permanent employee with a disabling illness, injury, or condition that will last more than fourteen (14) consecutive days AND who has completed one (1) year of continuous state service immediately prior to the date of the disability may be eligible for disability leave benefits.

Explanation: *The language changed in this section and article operates to modify the benefits as previously provided and referenced in Ohio Law and the Administrative Rules of DAS.*

B. To be eligible for disability leave benefits, an employee must be: (1) in active pay status on approved sick leave, (2) on approved disability leave, (3) on approved leave of absence without pay for personal medical reasons or (4) disability separated. Employees alleging conditions precluded by OAC 123:1-33-14 are not eligible for disability benefits, unless the exceptions of the section are met. An application for disability benefits based on a diagnosis of a mental disorder, including but not limited to, psychosis, mood disorders, and anxiety, must be confirmed by a licensed mental health provider authorized by the Employer's Mental Health Administrator. Where the initial application is accompanied by the opinion of such provider, it shall be processed accordingly. However, where the diagnosis is submitted by any other medical professional, the Employer shall make expeditious arrangements for the required examination by the licensed mental health provider. Approval of the application will be contingent upon receipt of substantiation from such provider. In the event the examination is outside the parameters of the employee's mental healthcare plan, the cost of the examination shall be borne by the Employer.

Explanation: *Effective March 1, 2006, new language clarifies four (4) possible qualifying conditions in which an employee is eligible for disability benefits. The new language regarding any diagnosis of a mental disorder requires that such diagnosis be done by a licensed mental health provider (as opposed to a general practitioner).*

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

Arbitration Awards:

OCB #953 *OCSEA #537*	*Arbitrator Bowers: Grievant Laurie Stelts, et al.; Mental Retardation, 2/22/94. The Arbitrator found that the language in Article 35A.01 B is clear and unambiguous. The Arbitrator determined that in order to be eligible for disability benefits, part-time employees must work 1500 hours in the 12 calendar months preceding that disability. The Union provided insufficient evidence to support its claim that a past practice exists by which the 1500 hours work eligibility can be met by using hours in "active pay status". The Arbitrator found that to uphold the Union's interpretation would amend the Agreement by the addition of language in Article 35A.01 B. This would not be within the scope of the Arbitrator's authority under Article 25.03.*

~~B.~~**D.** **Effective for all claims filed on or after March 1, 2006, disability benefits will be paid at seventy percent (70%) of the employees base rate of pay for the first three (3) months, and fifty percent (50%) for the next nine (9) months, and** ~~Employees with less than eight (8) years of service~~ shall be entitled to receive disability leave benefits ~~for a~~ **up to a lifetime** maximum of ~~twenty-four (24)~~ **twelve (12)** months. **All employees receiving payments under Article 35 prior to March 1, 2006 shall be paid according to the terms of Article 35 contained in the Collective Bargaining Agreement which expired on February 28, 2006. The utilization of disability leave prior to March 1, 2006 and the continuation of any disability leave past March 1, 2006 shall not be counted against the above one (1) year maximum. Employees who are grandfathered under the previous provisions of Article 35 shall continue to only receive benefits under such provisions until their instant disability leave is terminated, either by recovery and ability to return to work, expiration of the time period allocated to that disability claim, the lifetime maximum limits or termination of employment. Thereafter any claim filed shall be administered in accordance with the new provisions of this Article, effective March 1, 2006.**
~~Employees with eight (8) years of service but less than sixteen (16) years of service, shall be entitled to receive disability leave benefits, up to twenty-four (24) months per disability not to exceed a total of thirty-six (36) months. Employees with sixteen (16) or more years of service shall be entitled to receive disability leave benefits up to twenty-four (24) months per disability not to exceed a total of forty-eight (48) months. Employees will participate in transitional work programs mutually agreed to by the parties and as provided for in the applicable administrative rules.~~

Explanation: *This section as altered changes both the level of benefits to be provided employees and the 'lifetime maximum benefit.' The language also provides for a 'grand-fathering' of those employees who are already receiving disability benefits as of March 1, 2006, and also for those employees who have already had previous claims for disability and have met their previous 'lifetime maximum benefit' under the previous contract. Any employee who is properly qualified to receive benefits and files a claim subsequent to March 1, 2006, will be eligible for three (3) months of disability payments at 70% of their normal wages, and then nine (9) months at 50% for a total maximum lifetime benefit not to exceed twelve (12) months. (Example 1: An employee who is on an existing disability on February 28, 2006 and then returns to work August 1, 2006, will have the ability to file a subsequent new claim and be eligible for three months at 70% and then 9 months at 50%. Example 2: An employee files a new claim March 15, 2006 and receives 70% for two months returning to work May 16, 2006. Should the employee file a subsequent claim; the employee would have ten(10) months of remaining eligibility, 1 month at 70% and 9 months at 50%. Example 3: If an employee who had previously exhausted their 'maximum lifetime benefit' under the terms of the previous contract, files a new claim subsequent to March 1, 2006, such employee will have a new lifetime maximum benefit of twelve (12) months in accordance with the new terms.)*

~~C.~~**E.** The Employer agrees that transitional work programs will not violate the provisions of the Family and Medical Leave Act.

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

Following the provisions of Article 15, Agencies will work with the Union to establish transitional work programs. Once established, agency personnel offices in conjunction with the Human Resources Division, Office of Benefits Administration will monitor the recovery of disabled employees in conjunction with the employee's attending physician to determine if and when employees should be asked to participate in transitional work programs.

~~D.~~**F.** Pursuant to OAC rule 123:1-33-14, employees who have been denied Workers' Compensation lost time benefits for an initial claim, may file an application for disability leave benefits twenty (20) days from the notification by the Bureau of Workers' Compensation of the denial of an initial claim.

Explanation: *This language makes the same provision as OAC Rule 123:1-33-14. This provision was placed in this Article so that employees are aware of the Rule without having to consult the OAC. It does not add to the rule.*

G. Disability separations shall be made pursuant to OAC 123:1-33. The Employer's decision to disability separate an employee or to deny reinstatement from an involuntary disability separation shall not be grieveable but shall be exclusively subject to appeal through the State Personnel Board of Review (SPBR).

Explanation: *This new language makes SPBR the sole forum for an appeal by an employee who has been disability separated.*

H. In the event an employee submits an application for disability leave after either (1) the employee has received notice that he/she is under investigation for possible disciplinary action or (2) where an investigation regarding the employee is actively underway, disability payments may be held in abeyance subject to the following procedure: The Agency shall promptly notify DAS that (1) an investigation is underway, (2) the date that the investigation was initiated, (3) the basis of the investigation and (4) why access to the employee is necessary for completion of the investigation. A copy of the disability leave application and all accompanying documentation shall be forwarded with the notification. In the event that DAS concurs that the disability payments should be held in abeyance, DAS shall notify the employee, by regular and certified mail, that the disability payments shall not be processed until the completion of the investigation. An investigatory interview pursuant to Article 24, Section 24.04 of the Collective Bargaining Agreement shall be scheduled no more than thirty (30) days after the Agency files the investigation for possible discipline with DAS. The matter shall then be subject to the constraints of Article 24 of the Collective Bargaining Agreement. Upon completion of the investigatory interview, or the thirty (30) day period, payments may be made, providing the application qualifies for eligibility. However, if the investigation cannot be completed as a result of the employee's absence, the investigatory interview shall be cancelled and the application shall be denied. Said denial shall not prevent the submission of a new application, subject to the above same requirements. This section shall not be applicable where the absence, and subsequent disability, is the result of hospitalization for more than five (5) days for a serious medical condition. If an application for disability benefits is pending and/or has been approved prior to the initiation of the investigation, this section shall not be applicable.

Explanation: *This new language is intended to eliminate the payment of disability benefits to someone who is the subject of a disciplinary investigation, until such time as the investigation is completed or thirty (30) days whichever is less. Such abeyance in the payment of benefits does not preclude the processing of a claim.*

Instructions: *This section needs to be used in conjunction with Article 25, which governs the disciplinary process. An employee who has sought disability benefits and becomes unavailable for the completion of the disciplinary process may be represented in absentia by a union representative. OCB should be consulted when an agency is attempting to administer discipline where an employee has filed a claim for disability.*

35.02 - Disability Review

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

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

35.03 - Information Dissemination

The Employer recognizes the need to standardize the communication of information regarding disability benefits and application procedures. To that end, the Employer and the Department of Administrative Services shall produce explanatory materials, which shall be made available to union representatives, stewards or individual employees upon request.

35.04 - Orientation

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

Explanation: *This is an attempt to collaborate with the union in the development of material and training relative to the disability benefits program.*

35.05 - Insurance Providers and Third Party Administrators

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

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

Explanation: *Effective March 1, 2006, new language puts the union on notice that the employer may alter the manner in which the current health care provider (UBH) administers and adjudicates claims, or contract with another provider to replace or supplement such function.*

Article 36

ARTICLE 36 – WAGES

36.01 - Definitions

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

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

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

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

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

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

36.02 - General Wage Increase

Effective with the beginning of the pay period which includes July 1, ~~2005~~ **2006**, the pay schedules shall be increased by ~~four~~**three** percent (**3**~~4~~%).

Effective with the beginning of the pay period which includes July 1, ~~2005~~ **2007**, the pay schedules shall be increased by ~~four~~**three and a half** percent (**3.5**~~4~~%).

Effective with the beginning of the pay period which includes July 1, ~~2005~~ **2008**, the pay schedules shall be increased by ~~four~~**three and a half** percent (**3.5**~~4~~%).

Explanation: *Factfinder Harry Graham recommended wage increases of three percent (3%) in year one and three and one half percent (3.5%) in years two and three of the Agreement. .*

Instruction: *Pay increases will automatically be applied during the pay period which includes July 1, 2005.*

36.03 - Step Movement

Effective the pay period including July 1, 2003, there shall be no non-probationary step movements, including any step movement provided for in agency specific agreements. Step movement shall resume on the pay period including July 1, 2005. No retroactive movement shall occur for the two (2) years that have been skipped. Freezing of step movements shall not affect the performance evaluation schedule.

Newly hired employees will move to the next step in their pay range after completion of probation. In periods other than July 1, 2003 through June 30, 2005, subsequent step movement shall occur after one (1) year of successful completion of probation provided the employee receives an overall rating of "satisfactory". Correction Officers and Juvenile Correctional Officers shall receive their initial step increase upon the completion of their probationary period or six (6) months of service as a Correction Officer or Juvenile Correctional Officer which ever comes first. All employees of the Department of Youth Services and the Department of Rehabilitation and Correction assigned to classifications which required a one hundred twenty (120) day probationary period pursuant to the previous Agreement, which expired on February 28, 1997, which require a one hundred eighty (180) day probationary period, as set forth in Article 6 shall be eligible for a step increase in the pay period following the successful completion of one hundred twenty (120) days of the probationary period.

If the employee's performance evaluation is not completed on time, the employee shall not be denied a step increase.

Explanation: *The language remained in the contract for historical purposes. Factfinder Graham recommended that there be no step movement for the first two (2) years of the Agreement. Employees' step indicators shall be frozen from July 1, 2003 through June 30, 2005.*

The freezing of step movement does not impact probationary step movement. Employees who successfully complete their probationary period shall receive the probationary step increase. Their step indicator will be frozen at that time.

The freezing of step increases does not alter the performance evaluation schedule. Employees will continue to receive a yearly evaluation. For example, if the employee's last step date was October 7, 2002, the employee shall receive a performance evaluation during the sixty (60) day period before October 7, 2003, and October 7, 2004, even though no step increases will be granted.

Because step increases are frozen for the two (2) year period between July 1, 2003 and June 30, 2005, employees receiving unsatisfactory evaluations will not be denied a step increase during this two (2) year period. The Employer shall not deny the step increase which will occur on or after July 1, 2005, based on an evaluation given before May 2, 2005.

During the periods when step movement will occur, an employee who does not receive an overall rating of "satisfactory" on his/her performance evaluation will be denied a step increase. Step increases, henceforth, shall be granted to reward employees for satisfactory performance. Sub-standard performers shall not be rewarded in the same manner. If the employee's performance evaluation is not completed on time, the Employer may not deny the step increase.

The references to Correction Officers and Juvenile Correction Officers have been struck to reflect Unit 3's rejection of the Agreement.

Instructions: *Performance evaluations must be completed on time. Agencies should develop a system for notifying Supervisors of evaluation deadlines. See Article 22 instructions.*

36.04 - Promotions

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

36.05 - Classifications and Pay Range Assignments

A. Classifications and Pay Range Changes

1. Employer Change

The Employer, through the Office of Collective Bargaining, may create classifications, change the pay range of classifications, authorize advance step hiring if needed for recruitment or other legitimate reasons, and issue or modify specifications for each classification as needed. Before proposing changes to the Department of Administrative Services, an agency must discuss them with the Union pursuant to Section 8.02. Additionally, the Office of Collective Bargaining shall notify the Union forty-five (45) days in advance of any change of pay range or specifications.

Should the Union dispute the proposed action of the Employer and the parties are unable to resolve their differences, they shall resolve the issue through arbitration pursuant to Section 25.03 of this Agreement. The Union shall appeal the matter to arbitration by providing written notice to the Employer. The matter shall be submitted to a mutually agreed upon arbitrator knowledgeable in classification and compensation matters.

Explanation: *Classification changes affect the wages, hours, terms and conditions of employment of bargaining unit employees and as such, are a mandatory subject of bargaining under ORC 4117. Specifically, any classification change contemplated by the Employer has the potential to impact bargaining or create ripple effects that must be managed by OCB. All classification changes will be implemented in coordination with the DAS Office of Classification & Compensation.*

Instructions: *Initial requests for classification plan changes must be sent to OCB prior to any discussions with the Union. This includes any initiatives the Employer plans to discuss in a local labor/management committee. By notifying OCB first, we can work through potential issues before creating expectations by the Union. If applicable, Agencies should verify funding with the Office of Budget and Management ("OBM") before undertaking any classification change proposals. For changes affecting multiple agencies, an Agency must receive written agreement from other user agencies before meeting with the Union.*

To implement proposed changes, the Agency, the local union and OCB must enter into an agreement. Upon local agreement, notice is sent from OCB to the Union Central Office notifying them of our intent to create or change a classification. The Union will have forty-five (45) days to comment before the Employer implements the proposal. The Union may request a meeting with management and OCB to discuss their concerns. If there is an impasse, OCB will set the procedures for resolution.

Upon expiration of the forty-five (45) days, the Office of Classification and Compensation will issue an implementation letter detailing the creation of a new classification or revisions to an existing classification.

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2. Union Review

At the request of the Union, but not more frequently than once each four (4) years per classification, the Department of Administrative Services shall review up to eight (8) designated classifications per year for duties, responsibilities, education and/or experience, certification and/or licensure, and working condition factors. Such review shall be combined with salary survey data to determine appropriate salary range assignment. Absent mutual agreement, said data shall not be used to reduce a classification pay range assignment. Such reviews shall be based upon a position description questionnaire survey of all incumbents in the classification, and shall be completed within ~~120~~ **one hundred eighty (180)** days of the initial request. The timelines in classifications exceeding ~~three~~ **two** hundred (~~3~~2**0**0) incumbents will be mutually set. Each employee shall complete his/her own PDQ. Those employees who do not complete an

individual PDQ shall be assigned to the appropriate classification and pay range based on the supervisor's review. Employees on disability will be given the option to complete a PDQ, or have their supervisor complete a PDQ.

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

If an employee is found to have been improperly classified as determined from his/her PDQ, the employee shall be allocated to the appropriate classification in accordance with the finding of DAS. If the employee is performing duties of a lower classification, the employee shall be assigned into a lower classification and shall be placed in the step within the new pay range that provides the employee with compensation that is equal to his/her current rate or that provides the least amount of increase, but no decrease in pay. Longevity supplements shall not decrease as a result of being placed in step X. If the employee's base rate of pay exceeds the maximum rate of pay in the new pay range, the employee shall be placed in step X. If the employee is performing duties of a higher classification, the employee shall be placed in the higher classification at the step in the higher pay range which is approximately four percent (4%) higher than the current step rate of the employee. The back pay award, if any, shall be effective on the effective date of the pay range determination in accordance with this Article. The employee, through the Union, has sixty (60) days from the date the Union receives the findings of DAS to appeal the classification assignment. An employee on disability may appeal a classification assignment under this process within two (2) weeks following reinstatement from the disability.

Classification allocation appeals shall be conducted by the arbitrator selected for the Article 19 grievance reviews. The arbitrator shall determine whether the employee is appropriately allocated to the new classification, and if not, determine the classification assignment that is appropriate. If it is found that the employee is serving in a class not subject to the classification review; the employee shall receive an adjustment effective the date the study was implemented. Employees who do not complete a PDQ shall have no right to appeal the DAS determination. This appeal process shall also apply to state initiated classification reviews.

Pay adjustments pursuant to the classification review shall not be made effective before the beginning of the next fiscal year unless mutually agreed otherwise. The Union shall have the right to appeal the pay range determination directly to Step Five (5) of Article 25 within 30 days of receipt of written notice of the Department of Administrative Services determination. An Arbitrator shall have no authority to award backpay for any period of time prior to the beginning of the fiscal year that begins after the grievance award.

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

Explanation: *The Union may request that the Department of Administrative Services (DAS) review eight (8) designated classifications per year. Salary survey data may be used to determine appropriate salary range assignment. Salary survey data shall not be used to reduce a classification pay range, absent mutual agreement.*
The parties will conduct joint training for employees on how to complete a Position Description Questionnaire (PDQ).
Much of the language of this section was adopted to describe the classification review process, what happens if employees are improperly classified, and the appeal process. Classification appeals shall be heard by the Arbitrator selected for Article 19 (Working Out Of Classification) reviews.
view demonstrates that a classification should be assigned to a higher pay range, any pay adjustments shall take place at the beginning of the next fiscal year, unless mutually agreed otherwise. This provision allows Agencies to budget for the pay increase. If the Union successfully challenges the pay range determination of DAS, the Arbitrator may not award backpay for any period of time prior to the beginning of the fiscal year that begins after the grievance award. Again, this provision allows agencies to budget for the pay increase. The parties added language to clarify the role of management and the union in 36.06 reviews. The timeline for completing PDQ surveys was increased to one hundred eighty (180) day. New language allows for the mutual establishment of PDQ survey timelines for classifications with populations of two hundred (200) or more, a decrease from three hundred (300).

Instruction: *Each employee is to complete his/her own PDQ. To ensure the integrity of the process, employees shall not jointly prepare their responses on the PDQ.*

B. Holding Classes

The parties agree to meet and discuss the review of Holding Classifications with the exception of the Project Inspector Series, the Workers' Compensation Claims Representative Series, Employer Services Analyst and BWC Customer Service Representative in order to minimize or eliminate the number of holding classifications. The parties agree to meet on this issue within one hundred twenty (120) days of the signed Agreement.

Explanation: *The parties agreed to meet within 120 days of the effective date of this Agreement to review existing holding classifications for the purpose of reducing the number of holding classifications. Specific holding classification as set forth in the Article are exempt from review.*

Instructions:

~~B~~C. High Performance Work Systems

The Employer and the Union agree to maintain a joint committee to continue to examine issues raised in the joint report on high performance work systems and alternative compensation systems issued 3/13/98. The committee shall consist of up to five (5) representatives designated

by the Union and the Office of Collective Bargaining. The state employee members will serve without loss of pay or travel expenses, exclusive of overtime.

The committee will include in its work consideration of ways that the recommendations contained in the report can be implemented as set out in pages 6-11. The parties agree that, except as may be mutually agreed otherwise, no pilot or project initiated as a result of this effort will conflict with, amend or abridge any provision of this Agreement. It is further agreed that no pilot or project initiated as a result of this effort will result in loss of pay or benefits, nor shall it result in the layoff of any employee.

36.06 - Roll Call Pay

Effective July 1, 2004, Correction Officers and Psychiatric Attendants in the Department of Rehabilitation and Correction shall be entitled to thirty (30) minutes of roll call pay at straight time for reporting not less than ten (10) minutes prior to the beginning of their shift. Roll call pay shall not be considered time in active pay status for the purposes of Article 13, Section 13.10.

Explanation: *The changes to the Section on roll call pay for Unit 3 members were ordered by Conciliator Robert Stein. Now, all Unit 3 members, in both the Departments of Rehabilitation and Correction and Youth Services, receive roll call pay in a consistent manner.*

Effective Date: *July 1, 2004*

36.07 – Longevity Pay

Beginning on the first day of the pay period within which an employee completes five (5) years of total state service, each employee will receive an automatic salary adjustment equivalent to one-half percent (1/2%) times the number of years of service times the first step of the pay rate of the employee's classification up to a total of twenty (20) years. This amount will be added to the step rate of pay.

Longevity adjustments are based solely on length of service excluding any service time earned between July 1, 2003 and June 30, 2005, inclusive. They shall not be affected by promotion, demotion or other changes in classification.

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

Arbitration Awards:

OCB #684	*Arbitrator Anna Smith: Grievant Norman Gambill; Health, 9/26/91.*
OCSEA #389	*Retirees who are rehired are eligible to receive longevity adjustments.*
OCB #1508	*Arbitrator Harry Graham: National Guard Time; Grievant Darrell Mummey, DR&C, 6/21/01. Under ORC 9.44, a full time employee who is a member of the Ohio National Guard serving on duty on one weekend per month and two weeks out of every year is entitled to one year prior service credit for each year of service for the purpose of computing the amount of his vacation leave pursuant to RC 121.161, OAG 81-066. The Employer was to credit National Guard service to the eligible grievants for purposes of vacation and longevity. State service credit shall be based on the initial date of enlistment in the National Guard.*
Explanation:	*Factfinder Harry Graham recommended that longevity payments be frozen from July 1, 2003 through June 30, 2005. He also recommended that no retroactive service credit be given to employees for this two (2) year period.*
Instruction:	*The Department of Administrative Services (DAS) Payroll Section will administer the computer programming to accomplish the freezing of longevity payments.*

36.08 - Shift Differential

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

36.09 - Electronic Funds Transfer (EFT)~~ - Schedule C Employees~~

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

Effective July 01, 2006 all employees shall receive their pay via direct deposit. Employees shall authorize the direct deposit of the employee's compensation into a financial institution of the employee's choice or execute the required documentation to authorize the direct deposit into a financial institution designated by the Auditor of State for the benefit of the employee.

Explanation: *New language was added for implementation of the Ohio Administrative Knowledge System (OAKS).*

36.10 – Agency Specific Agreements

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

Explanation: *In some areas, agency specific agreements provide for increases in compensation and other provisions like clothing allowances. Factfinder Harry Graham recommended no increases to salaries, bonuses or supplements, etc. which may have been agreed to in Agency Specific bargaining. Given his recommendations to freeze step movements, longevity, and provide for no wage increases for two (2) years, Dr. Graham believed any increases in Agency Specific Agreements would be unfair to bargaining unit members not receiving such increases.*

Attention: *Staff Representatives, Union Officials; Agency Directors; Agency Divisions of Personnel; Agency Labor Relations, Personnel and Payroll Officers; Department of Administrative Services, Human Resources Division.*

ARTICLE 37 - ~~WORK FORCE~~ EMPLOYEE TRAINING AND DEVELOPMENT

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

Effective June 30, 2006 the Workforce Development Fund (5D7 Fund) shall cease to exist for the purposes of funding the obligations of this Article. New applications for computer loans postmarked subsequent to January 27, 2006 and tuition vouchers postmarked subsequent to February 28, 2006 will not be accepted with the exception of tuition vouchers for employees already enrolled in an identifiable curriculum of: (1) higher education; (2) attainment of certification; or (3) licensure. In consideration of the Union's full assumption of the obligation to provide benefits to the bargaining unit as detailed in Section 37.03 (A) of this Agreement subsequent to June 30, 2006, and in lieu of any and all claims by way of a settlement of the unencumbered balance of the 5D7 fund, the State will convey to the Union from the 5D7 fund a single lump sum conveyance of $1,500,000 not later than July 15, 2006. The Union forfeits all claims against the Employer for any and all residual assets of the 5D7 fund, with the following exception: Those files, databases, equipment, and other materials which were purchased by the fund for the sole use of fund administration, which are no longer needed by the Department of Administrative Services for final disposition of fund business, will be transferred to the Union. Existing employee computer loan balances shall be repaid to the 5D7 fund in accordance with loan obligation agreements through the current payroll deduction arrangement.

Explanation: *Based on a joint recognition of the importance of workforce development, this Article originally established a workforce development fund to provide additional training and educational opportunities for OCSEA employees. The focus of workforce development is to be basic skill, technical and computer skills, and tuition assistance. The new language in this section dissolved the joint administration and ownership of the fund and provides for a transition of control and funding to the union.*

Instructions: *DAS will execute the transition of fiscal and administrative function to the union.*

37.0~~1~~2 - Training and Development

The Employer and the Union recognize the importance of employee training and development as an element of productivity and quality improvement. Employee training and development is regarded as a~~n~~ **strategic** investment ~~rather than a cost and the parties seek~~ to expand as well as develop employee skills through training initiatives.

37.0~~2~~3 – OCSEA Work~~-F~~force Development Fund

A. Purpose

The **Employer** ~~State~~ shall **contribute to the OCSEA** ~~maintain a~~ Work~~-F~~force Development Fund for the purpose of developing and supporting a comprehensive program of ~~work force~~ **employee** training initiatives, including but not limited to the following:

1. Basic skills development;
2. Technical and computer skills training;
3. Tuition assistance, reimbursement and vouchers;
4. Workplace redesign and technological change;

5. **Education related to** Labor-Management relationships and problem-solving;
6. Agency-specific projects.

~~**B. Steering Committee**~~

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

Explanation: *Alterations to Sub-section A in this section are cosmetic in nature to make the language compatible with the idea of the Union operating the fund. Of special note is what was not changed. Even though the Union will take control of the operation of the fund, state funding shall be conveyed to the Union for the same purposes as before. In other words the Union is not free to use the funds for purposes other than what is permitted by the language.*

~~C.~~B. Funding and ~~Administration~~Accounting

~~The current fund administration shall be altered to reflect the accounting practices detailed in accordance with Section D of this Article.~~ Effective July 1, 200~~3~~6, the **Employer shall contribute to the OCSEA Workforce Development Fund a monthly amount equal to nineteen ($19) dollars for each bargaining unit member in active pay status as of the 1st of the month. The amount of the Employer contribution shall be transmitted to the Union no later than the end of the month. Not less than three (3) months following the end of the Union's fiscal year, OCSEA shall provide the Department of Administrative Services Finance Officer a full and accurate accounting of the Fund by an independent outside auditor using Generally Accepted Accounting Principles (GAAP). State bargaining unit employees in active pay status who serve as trustees of the OCSEA Workforce Development Fund will receive release from their normal duties in accordance with the provisions of Article 3, Section 3.10 (A) for the purpose of attending quarterly fund meetings; and conferences related to the administration of the Fund's business, programs or initiatives.** ~~current method of funding for the Workforce Development Fund shall be modified as follows: The Employer shall make an 'Employer Contribution', and, on behalf of the employees due to a previous wage increase modification, an 'Employee Contribution'. The 'Employer Contribution' shall be ten cents ($.10) for each hour in active payroll status, including sick leave, for each bargaining unit employee. The 'Employee Contribution' shall be five cents ($.05) for each hour in active payroll status, including sick leave, for each bargaining unit employee. The parties agree that the net assets of the fund shall not be greater than twelve million dollars ($12,000,000). Should the net assets of the fund exceed twelve million dollars ($12,000,000) the Employer's share of the contributions shall cease. The Employer's contribution shall be reinstated if the net assets of the fund fall below nine million ($9,000,000) dollars. Fund balances unexpended or encumbered in one (1) fiscal year shall be carried forward and be available in subsequent fiscal years, within the limit of the twelve million ($12,000,000)~~

~~dollars cap set forth above. No wage scale shall be increased or decreased as a result of the temporary cessation of contributions or the reinstatement of same. No later than December 31, 2003, DAS shall administer such programs through a Third Party Administrator (TPA).~~

~~**D. Operations and Accounting**~~

~~The Fund shall be maintained and managed using Generally Accepted Accounting Principles (GAAP). Annually and no later than three (3) months past the end of the fiscal year, the Steering Committee shall cause an audit of the fund to be completed utilizing an outside, independent auditing firm. The auditing firm selected shall prepare and complete the audit and report its findings to the Steering Committee and the Department of Administrative Services. The DAS shall ensure that all direct costs associated with the administration and operation of the Work Force Development Fund shall be paid from the fund.~~

~~**E. General**~~

~~The purpose of the fund is to enhance, but not duplicate, existing State work force training and development except as otherwise agreed by the Steering Committee. Should the Steering Committee determine to assume established programs, e.g., Sterling Institute, existing funding levels for the program(s) will be transferred to the Work Force Development Fund. Additionally, the parties agree that the Steering Committee will establish an employee educational financial assistance program providing payment of tuition and fees for each bargaining unit employee who applies for such benefits, in such amounts as established by the Steering Committee, subject to conditions and procedures as established by the Steering Committee.~~

Explanation: *Deletion of the old language in Sub-section B though Sub-section E in this section abolishes the eight (8) member labor/management steering committee which governed the original fund and changes the entire finance and accounting structure of the fund. The 5D7 Fund will eventually be dissolved once liabilities and assets are disposed of and the Union's funding will be changed to a $19.00 per member in active pay status per month. The check off conveyed from the State to the Union on a monthly basis.*

37.0~~3~~4 - Orientation Training

Every new employee will receive orientation that provides an overview of the role and function of the Agency. Such orientation may also include, but is not limited to, current procedures, forms, methods, techniques, materials and equipment. This may be done on a group basis and shall be given as needed.

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

37.04~~5~~ - In-Service Training

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

37.0~~56~~ - Leave for Training/Continuing Education Programs

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

37.0~~6~~7 - Training Records

Except where the Union and the State have otherwise agreed, upon completion of a training/continuing education program, the participant will forward a certificate or other appropriate recognition of course completion to the appropriate Agency designee for placement in the employee's personnel file.

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

37.0~~78~~ - Pre-Retirement Programs

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

37.0~~8~~9 - Accreditation, Licensure or Certification Requirements

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

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

If an employee does not meet the requirement(s) within a reasonable period of time, the employee shall be moved into another position. If that position pays less than the employee's present salary, the employee's salary shall be frozen until such time as the employee's new pay schedule catches up with the frozen salary.

ARTICLE 38 - TECHNOLOGICAL CHANGE

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

Whenever new equipment or technological changes significantly affect operations, the Employer will provide notice to the Union as soon as practicable but not less than sixty (60) days in advance. The Employer, whenever possible, will provide training to employees to acquire the skills and knowledge necessary for the new procedures.

Reasonable notice shall be given in advance of any technological changes that could potentially displace employees so that employees can be retrained. Such training shall be for employees to acquire skills and knowledge necessary to adapt to the technological changes within the agency. Training will be provided on an equal opportunity basis to all employees within the affected classification; where there are limitations of resources, state seniority shall be used to determine the order in which training opportunities are made available. An employee shall be responsible for registering for such training.

The Employer will make every reasonable effort to schedule the training during normal working hours. If the training does occur during normal working hours, then the employee to be trained shall be permitted time off to participate in the training. The training shall be at the Employer's expense.

Should an employee be unable to satisfactorily complete the required training, the Agency will make a good faith effort to place an employee into a similar position within the same geographic jurisdiction (see Appendix J). If that position is at a pay level less than the employee is presently receiving, the employee's salary shall be frozen until such time as the employee's new pay schedule catches up to the frozen salary.

Arbitration Awards:

OCB #797 *OCSEA #459*	*Arbitrator Drotning: Grievant George Stringfellow, et al.; MRDD, 6/10/92. This case supports management's lay off rights under Articles 18 and 38 (Technological Change).*

ARTICLE 39 - SUB-CONTRACTING

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

Arbitration Awards:

OCB #850 *OCSEA #489*	*Arbitrator Graham: Grievant O'Boyle, ODOT, 2/20/93. This case resulted in the creation of the term "passive displacement," and an award against management under Sections 25.08 and Article 39.*

39.01 - Contracting Out

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

If the Employer considers contracting out a function or service, which would result in the layoff of bargaining unit employees, the Employer shall provide not less than 120 days advance written notice to the Union. Upon request the Employer shall meet with the Union to discuss the reasons for the contracting proposal and provide the Union an opportunity to present alternatives.

If the Employer does contract out, any displaced employee will have the opportunity to fill existing equal rated permanent vacancies at his/her work location or other work locations of the Agency. In the event an employee needs additional training to perform the required work in such other position, which can be successfully completed within a reasonable length of time, the Employer shall provide the necessary training during working hours at the Employer's expense.

Except for government employees from other jurisdictions who are part of a state agency's organizational structure, non-state employees will not ordinarily serve as supervisors (as defined by ORC Section 4117.01 F) of any bargaining unit employees. Bargaining unit employees will not be responsible for training contract workers, except bargaining unit employees may be required to provide orientation and training related to agency policies, procedures and operations.

Arbitration Awards:

OCB #1445 *OCSEA #724*	*Arbitrator Nels Nelson: OCSEA and DR&C, 7/7/00. Bargaining unit employees will not be responsible for training contract workers, except bargaining unit employees may be required to provide orientation and training related to agency policies, procedures, and operations. This only relates to the general guidelines or general methods for accomplishing agency goals. Bargaining unit employees are not required to provide unarmed self-defense for contracted workers.*

39.02 - Contracting-In

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

B. Within thirty (30) days of the effective date of this Agreement the State will furnish to the Union the State agency web site addresses that identify requests for proposals (RFP) and invitation to bids (ITBS) for work it expects to contract out. The Union will receive additional State web sites within thirty (30) days of when they come on line.

Explanation: *Section 39.02 was proposed by the Union during 1994 negotiations as a result of its concern that bargaining unit jobs would be lost to subcontracting. It was amended in the 1997 negotiations to provide an opportunity for the Union to demonstrate that bargaining unit employees can competitively perform work for which the Employer is considering the utilization of a subcontractor. In the 2000 contract, language was added which requires the Employer to furnish web-site addresses that identify requests for proposals and invitations to bid on work it expects to contract out.*

Any additions or changes to web sites involving requests for proposals and invitations to bid must be brought to OCB's attention. OCB will notify the Union of the proposed additions or changes.

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

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

39.03 – Joint Sub-Contracting Pilots

Within 120 days of this Agreement the parties will agree to the establishment of 3 Agency pilot programs that will explore Agency contracting practices and develop strategies for alternatives to contracting out. Pilots will explore the factors that motivate subcontracting, discuss future plans and develop joint strategies that will permit State employees to perform the work by meeting the agency service delivery needs.

Explanation: *The parties agreed to form three (3) pilot programs to address sub-contracting issues.*

Instructions: *OCSEA Central Office and The Office of Collective Bargaining, with agency input, will determine which three (3) agencies will implement the pilot programs.*

Article 40

ARTICLE 40 - INDEMNIFICATION

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

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

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

Article 41

ARTICLE 41 - NO STRIKE/NO LOCKOUT

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

41.01 - Union Prohibition

The Union does hereby affirm and agree that during the term of this Agreement it will not either directly or indirectly, call, sanction, encourage, finance or assist in any way, nor shall any employee instigate, or participate, either directly or indirectly, in any strike, slowdown, walkout, work stoppage or the withholding of services from the Employer. Nothing herein is intended to restrict in any way the Union's right and ability to represent any member or members alleged to have violated the prohibitions set forth in this section.

Explanation: *Effective March 1, 2006, new language prohibits the Union, during the term of the contract, from engaging in any type of concerted activity that results in the withholding of services by employees of the Employer. Such prohibition does not prevent the Union from representing those employees who do violate such terms.*

Instructions: *In the event an agency becomes aware of any type of strike, slowdown, walkout, work stoppage, or other withholding of services ('sickout,' 'blue flu,' 'overtime boycott,' etc), such agency should contact the Deputy Director of the Office of Collective Bargaining (OCB), regardless of time of day or night.*

41.02 – Affirmative Duty

In addition, the Union shall cooperate at all times with the Employer in the continuation of its operations and services and shall actively discourage any attempt to prevent any violation of this Article. If any violation of this Article occurs, the Union shall immediately notify all employees that the strike, slowdown, work stoppage, or other concerted interference with or the withholding of services from the Employer is prohibited, and not sanctioned by the Union. The Union will inform all employees of their obligation to return to work immediately.

Explanation: *Effective March 1, 2006, new language obligates the Union to cooperate with the Employer in the curtailment of prohibited activity, and to communicate to its members that they should immediately return to their assigned places of work and resume their normal activities.*

Instructions: *Agencies must communicate clearly to OCB the needs of the agencies and the manner in which operations need to resume, or if a delay in the resumption of operation is needed. OCB will act as the liaison between the respective affected agencies and the union in coordinating an orderly resumption of work.*

41.03 – Disciplinary Actions

It is further agreed that any violation of the above shall be automatic and sufficient grounds for immediate disciplinary action. Any such disciplinary action may be appealed pursuant to Article 25 herein contained.

Explanation: *Discipline up to and including termination shall be imposed for those employees who organize or participate in prohibited activity as defined in this Article.*

Instructions: *Agencies are encouraged to address work stoppages in their disciplinary grids. OCB model work rules for work stoppages are:*

A. Participation in a work stoppage or other cessation or disruption of services, either in full or in part (e.g. sick out, slowdown, en mass refusal to work overtime, etc.). (The employer may want to provide for a range of discipline from suspension to removal for the first offense of this section of the rule and removal on the second offense)

B. Organizing, leading, coordinating, promoting or planning a work stoppage or other cessation of services as defined in rule A. (The employer may want to consider removal for the first offense on this section of the work rule).

Agencies should coordinate the gathering of evidence and investigation of violations with designated OCB representatives.

41.04 – Employer Prohibition

The Employer agrees that it shall not lock-out any employees.

Explanation: *This language is self explanatory, but does not prevent the Employer from closing facilities or suspending operations due to the compounding impact of the prohibited activity of employees in work sites which are co-dependent for services, security, supplies, etc.*

Instructions: *In the event an agency is being adversely affected due to the prohibited activity of employees in another worksite, and such agency needs to curtail part or all of its operations, such agency should immediately notify OCB for guidance.*

Article 42

ARTICLE 42 - SAVINGS

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

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

ARTICLE 43 – DURATION

43.01 - Duration of Agreement

This Agreement shall continue in full force and effect for the period March 1, 200~~3~~6 through February 28, 200~~6~~9, and shall constitute the entire Agreement between the parties. All rights and duties of both parties are specifically expressed in this Agreement. This Agreement concludes the collective bargaining for its term, subject only to a desire by both parties to agree mutually to amend or supplement it at any time. No verbal statements shall supersede any provisions of this Agreement.

Instructions: *The effective date of the agreement, absent specific language to the contrary, is March 1, 2006, and the expiration date is February 28, 2009.*

43.02 - Renegotiations

The Union shall designate ~~bargaining unit~~ approximately twenty-~~two~~one (2~~2~~1) bargaining unit members to serve on the master negotiating team (based upon one (1) member for each 2,000 bargaining unit employees or major fraction thereof, with a minimum of one (1) per unit, plus the three (3) state-wide elected officers). The parties may mutually agree to sub-divide the master teams to negotiate bargaining unit issues. If such unit negotiations cannot be sufficiently staffed by members of the master negotiating teams, the parties may mutually agree to additional members. Members of the Union negotiating team shall be paid by the Employer for the time spent in negotiations with the Employer as well as for the time spent enroute to and from such negotiations, provided that no Union negotiating team member shall receive more than eight (8) hours pay for any single day. At the request of the Union, Union negotiating team members will also be paid for at least three (3) days of negotiations preparations.

An additional forty (40) designated Union representatives shall each be allowed up to a total of twenty-four (24) hours of paid time, as requested by the Union, for purposes of consulting with the negotiating team in the development of proposals and during the final weeks of bargaining.

Instructions: *The size of the Union's bargaining team has been decreased to twenty-one members to accommodate the absorption of Unit 8 employees into Unit 14.*

Effective Date: *March 1, 2003*

43.03 - Mid-Term Contractual Changes

The Employer and the Union have the power and authority to enter into amendments of this Agreement during its term constituting an addition, deletion, substitution or modification of this Agreement. Any amendment providing for an addition, deletion, substitution or modification of this Agreement must be in writing and executed by the Executive Director of the Union and the Director of the Department of Administrative Services or designee. Upon its execution, such amendment shall supersede any existing provision of this Agreement in accordance with its terms and shall continue in full force and effect for the duration of this Agreement. All other

provisions of this Agreement not affected by the amendment shall continue in full force and effect for the term of this Agreement. Memoranda of Understanding, amendments and any other mutually agreed to provisions, during the term of this Agreement, become effective upon the execution by the Deputy Director of the Office of Collective Bargaining and the President of the Union. In the event such Memoranda of Understanding, amendments, or any other mutually agreed to provision require ratification by the union's membership, such ratification shall be made within sixty (60) days or such agreements shall be deemed ratified.

43.04 – Memorandum of Understanding Duration

All Memoranda of Understanding, amendments, Letters of Intent, or any other mutually agreed to provisions, shall be reviewed by OCSEA's Office of General Counsel (OGC), the Office of Collective Bargaining (OCB), and Agency representatives for determination of their force and effect. Unless otherwise mutually agreed by the parties, those Memoranda of Understanding, amendments, Letters of Intent, or any other mutually agreed to provisions entered into prior to March 1, 2003, shall expire and have no further force and effect upon the expiration of this Agreement, except those which have or do confer an economic benefit.

Explanation: *The parties agreed to review all MOU's, amendments, letters of intent and any other mutually agreed to provisions to determine force and effect. Absent mutual agreement, those signed prior to March 01, 2003 shall expire February 28, 2009, excepting those conferring an economic benefit.*

Instructions: *OCB is setting up a review process and has a goal of September 1, 2006 for completion.*

43.~~04~~05 – Contract Dispute

Whenever there is a dispute as to the correct interpretation of a matter resolved through mediation/factfinding, the parties agree that the mediator/factfinder shall be retained to clarify the matter in the dispute. In the event the mediator/factfinder is unable to clarify the matter, it may be resolved pursuant to the Grievance Procedure.

Arbitration Award:

OCB #1413
OCSEA #709

Arbitrator Harry Graham; Grievant Jay Agranoff; PUCO, 12/06/99. This grievance involved the issue of how time is calculated for purposes of disability leave benefits. The case hinged on the interpretation of language recommended by the Factfinder for the 1997 – 2000 Agreement. The Arbitrator made the following determination: 1) the case was not yet ripe for arbitration because the Grievant had not been denied disability benefits, and 2) the parties should submit the question to the Factfinder who wrote the language to determine his intent.

Explanation: *This Section clarifies that disputes regarding interpretation of a Factfinder's recommendation should be heard by the Factfinder who made the recommendation.*

~~**43.05 – Ratification/Contract Finalization Payment**~~

~~In consideration of ratification and/or finalization of this Agreement, employees who are covered by this collective bargaining agreement and are on the active payroll as of March 6, 2003, and November 14, 2004, shall receive a one-time two percent (2%) lump sum ratification payment in pay period that includes December 1, 2004. This two percent (2%) payment shall be based on the annualization of the top step rate of the pay range in which the employee is in on November 14, 2004, and is not to be included in the wage base. Less than full-time employees shall receive a pro-rated amount based on the number of hours worked in the twenty-six (26) pay periods preceding November 14, 2004. This payment shall not be subject to PERS withholding.~~

ARTICLE 44 – MISCELLANEOUS

44.01 - Agreement

To the extent that this Agreement addresses matters covered by conflicting State statutes, administrative rules, regulations or directives in effect at the time of the signing of this Agreement, except for ORC Chapter 4117, this Agreement shall take precedence and supersede all conflicting State laws.

44.02 -Operations of Rules and Law

To the extent that State statutes, regulations or rules promulgated pursuant to ORC Chapter 119 or Appointing Authority directives provide benefits to State employees in areas where this Agreement is silent, such benefits shall be determined by those statutes, regulations, rules or directives.

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

Arbitration Awards:

OCB #272 *OCSEA #177*	*Arbitrator John Drotning: Grievant Constance Leedy; DAS, 4/18/89. The Arbitrator stated that as established under 4117.10, if a contract is silent on an issue then the existing law is governing.*
OCB #663 *OCSEA #375*	*Arbitrator Rhonda Rivera: Grievant Steven Holt; MRDD, 9/10/91. The Arbitrator found that the forum for an appeal for reinstatement after disability separation is the grievance procedure, not SPBR in that the benefit of reinstatement was preserved under 43.02.*
OCB #684 *OCSEA #389*	*Arbitrator Anna Smith: Grievant Norman Gambill; Health, 9/26/91. This case established that retirees who are rehired are eligible to receive longevity.*
OCB #795 *OCSEA #458*	*Arbitrator Drotning: Grievant Lula Smith; Employment Services, 1/31/92. This case involves the Union's assertion that ERI plans are covered by the contract. The Arbitrator determined they are not. This case as well as the cases cited above incorporate arguments and determinations based in the preservation of benefits language.*
OCB #1490 *OCSEA #756*	*Arbitrator Robert Brookins: Residency requirements; OCSEA and DR&C, 4/30/01. An Employee was a "resident" of Ohio, as defined under Ohio Revised Code § 127.27, when the Employee voted in Ohio, paid taxes in Ohio, received mail in Ohio and held an Ohio drivers license. If the employee has established a sufficient nexus with the State of Ohio, the employee may be domiciled in another state yet still be a resident of the State of Ohio for purposes of ORC § 127.27.*

OCB #1508 *Arbitrator Harry Graham: National Guard Time; Grievant Darrell*

OCSEA #763 *Mummey, DR&C, 6/21/01. Under ORC 9.44, a full time employee who is a member of the Ohio National Guard serving on duty on one weekend per month and two weeks out of every year is entitled to one year prior service credit for each year of service for the purpose of computing the amount of his vacation leave pursuant to RC 121.161, OAG 81-066. The Employer was to credit National Guard service to the eligible grievants for purposes of vacation and longevity. State service credit shall be based on the initial date of enlistment in the National Guard.*

OCB #1611 *Arbitrator Dwight Washington: Independent Medical Examinations;*

OCSEA #806 *Patton and Department of Natural Resources, 10/16/02. Management has the right to obtain certain medical information from an Independent Medical Examination pursuant to OAC 123:1-33-01. ORC § 4117.10(A) merges all non-conflicting laws pertaining to the terms and conditions of public employment into the collective bargaining agreement. The 2000-2003 CBA makes no reference to OAC 123:1-33-01 and therefore under ORC § 4117.10(A) is merged into the CBA*

44.03 – Total Agreement

This Agreement represents the entire agreement between the Employer and the Union and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, practices and benefits previously and presently in effect, may be modified or discontinued at the sole discretion of the Employer. This section alone shall not operate to void any existing or future Ohio Revised Code (ORC) statutes or rules of the Ohio Administration Code (OAC) and applicable federal law.

Explanation: *The deletion of Section 44.02 and the addition of language in this section affirms that the collective bargaining agreement is strictly defined as the sole instrument which limits the State's right as an Employer and that unless the document specifically abridges or limits such rights, the Employer retains all other inherent rights and abilities to operate the workplace. This section was negotiated in concert with the new language and alteration to Article 5 'Management Rights.' Interpretation of both articles should be taken in tandem as clarifying the broad nature of the Employer's rights in governing the state's work force.*

Instructions: *Whenever an agency is contemplating a major change in its operations, physical plant, mission, or manner in which employees perform work etc., consultation with OCB is necessary in advance. While such a change or exercise of rights contained in this article are in all likelihood permissible, notice and implementation considerations must be incorporated prior to the change. OCB needs to review such matters to ensure a standard and consistent application of this language.*

44.0~~3~~4 - Work Rules

After the effective date of this Agreement, agency work rules or institutional rules and directives must not be in violation of this Agreement. Such work rules shall be reasonable. The Union shall be notified prior to the implementation of any new work rules and shall have the opportunity to discuss them. ~~Likewise, after the effective date of this Agreement, all past practices and precedents may not be considered as binding authority in any proceeding arising under this Agreement.~~

Explanation: *This language was deleted as unnecessary due to the changes in the 'Total Agreement' and Management's Rights sections.*

44.045 – Technology

No state employee should have an expectation of privacy while on paid time as an employee.

Explanation: *This permits the Employer to use of any and all forms of technology to monitor the workplace and its employees while in the performance of their duties.*

Instructions: *OCB should be consulted when an agency is considering any type of surveillance or monitoring using technology of its employees.*

44.0~~5~~6 - Successor

In the event that the Employer or any of its Agencies covered by this Agreement sells, leases, transfers or assigns any of its facilities to political subdivisions, corporations or persons, and such sale, lease, transfer or assignment would result in the layoff or termination of employees covered by this Agreement, the Agency and Employer shall attempt in good faith to arrange for the placement of such employees with the new employer or the State.

The Agency shall notify the Union in writing at least thirty (30) days in advance of the final date of any such sale, lease, transfer or assignment.

In the event the Employer plans to close an institution **(i.e., a facility at Mental Health, Mental Retardation and Developmental Disabilities, Department of Rehabilitation and Correction, Department of Youth Services, and Ohio Veterans Home) or part thereof resulting in the layoff of employees** it shall give ninety (90) days advance notice to the Union. The Union shall be given the opportunity to discuss the planned closure with the Employer. Should it become necessary to close an **agency,** institution or part thereof, the following guidelines will be utilized:

A. Where individual institution(s) or part(s) thereof are closed **resulting in layoffs**, the provisions of Article 18 will apply;
B. The Agency(s) will seek to absorb all affected employees or help displaced workers obtain employment in other areas of the public sector;
C. A concerted effort will be made to relocate displaced employees within the framework of any new delivery system. The Employer will seek to involve the Union and any newly-created structure in a positive program for the hiring and possible retraining of any displaced employee;

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

Explanation: *Defines Institutional agencies and establishes when an Institutional agency makes the decision to close a unit or division within the institution, the Institution no longer needs to provide the Union with the ninety (90) day advance notice unless the closure results in a layoff.*

44.0~~6~~7 - Errata

It is the understanding of the parties that any errors in printing or typography will not alter the intent of the parties with respect to any such item.

Instructions: *If errors are found in this version or the final printed version of the Agreement they should be brought to the attention of the OCB Labor Relations Specialist. Bargaining Unit employees should contact their Union Staff Representative.*

Appendix A

APPENDIX A
CLASSIFICATIONS - BARGAINING UNIT 3

The following classifications, including any parenthetical subtitles, are included in Bargaining Unit Three: (NOTE: All classes numbered 30000 to 39999 are holding classes.)

Class No.	Pay Range	Title
22591	27	Shooting Range Attendant
26511	28	Correctional Firefighter
30211	07	Security Technician 1
30212	08	Security Technician 2
44141	27	Psychiatric Attendant
44142	28	Psychiatric Attendant Coordinator
46111	25	Security Officer 1
46112	26	Security Officer 2
46514	28	Juvenile Correctional Officer
46531	28	Correction Officer
46532	29	Correction Sergeant/Counselor
46611	06	Youth Leader (Blind/Deaf School)

Appendix B

APPENDIX B

CLASSIFICATIONS - BARGAINING UNIT 4

The following classifications, including any parenthetical subtitles, are included in Bargaining Unit Four: (NOTE: All classes numbered 30000 to 39999 are holding classes.)

Class No.	Pay Range	Title
17321	05	Social Service Aide
17331	05	Personal Services Worker
18111	03	Children's Teacher Aide 1
18112	04	Children's Teacher Aide 2
18113	25	Children's Teacher Aide 3
18121	26	Adult Teacher Aide 1
18122	27	Adult Teacher Aide 2
18123	28	Adult Teacher Aide 3
18131	25	Vocational Instructor 1
18132	26	Vocational Instructor 2
18141	25	Rehabilitation Aide
18531	04	Recreation Aide
30881	26	Mental Health Technician 1
42711	05	Cosmetologist
42731	05	Barber
42741	05	Pharmacy Attendant
44111	04	Hospital Aide
44112	05	Therapeutic Program Worker
44113	26	Hospital Aide Coordinator 1
44114	27	Hospital Aide Coordinator 2
44161	09	Licensed Practical Nurse
44210	04	Activities Aide
44211	26	General Activities Therapist 1
44212	27	General Activities Therapist 2
44213	~~26~~27	Activity Therapy Specialist 1
44214	29	Activity Therapy Specialist 2
44260	26	Therapy Aide
44261	28	Licensed Physical Therapy Assistant
44310	28	Occupational Therapy Assistant
44510	27	Exercise Physiologist Assistant
44731	27	Community Adjustment Trainer 1
44732	27	Community Adjustment Trainer 2
46621	04	Child Care Worker
65311	28	Emergency Medical Technician - Ambulance
65312	28	Advanced Emerg. Medical Tech. Ambulance
65313	29	Paramedic
86121	27	Phlebotomist ~~To BU 4~~

Class No.	Pay Range	Title
86311	27	Dental Technician
86313	27	Dental Assistant
86321	30	Radiographer
86331	29	EEG/EKG Technician

Appendix C

APPENDIX C

CLASSIFICATIONS - BARGAINING UNIT 5

The following classifications, including any parenthetical subtitles, are included in Bargaining Unit Five: (NOTE: All classes numbered 30000 to 39999 are holding classes.)

Class No.	Pay Range	Title
14211	04	Commissary Worker 1
14212	06	Commissary Worker 2
30021	04	Custodial Work Coordinator
42111	02	Custodial Worker
42321	04	Meatcutter
42331	06	Baker
42341	01	Food Service Worker
42351	03	Cook 1
42352	05	Cook 2
42411	04	Food Service Coordinator 1
42412	06	Food Service Coordinator 2
42441	30	Food Consultant
42451	28	Correctional Food Service Coordinator
42511	04	Fabric Worker 1
42512	04	Fabric Worker 2
42521	01	Laundry Worker
42541	28	Correctional Laundry Coordinator

APPENDIX D

CLASSIFICATIONS - BARGAINING UNIT 6

The following classifications, including any parenthetical subtitles, are included in Bargaining Unit Six: (NOTE: All classes numbered 30000 to 39999 are holding classes.)

Class No.	Pay Range	Title
22131	27	YCC Work Project Coordinator
22151	25	CCC Dormitory Advisor
22171	08	CCC Project Crew Leader
22221	27	Fish Management Technician
22241	05	Net Constructor
22242	07	Net Construction Specialist
22280	28	Wildlife Research Technician
22411	**28**	**Preserve Manager Aide**
22511	05	Parks Conservation Aide
22513	07	Parks Conservation Coordinator
22551	07	Lock Area Technician
22560	24	Campground Attendant
22565	27	Campground Coordinator 1
22566	28	Campground Coordinator 2
22611	03	Natural Resources Worker (Table 11)
22831	02	Conservation Worker
22832	04	Conservation Aide
22833	05	Conservation Crew Leader
30462	08	Auto Mechanic 2
30493	**07**	**Maintenance Repair Worker 3**
30582	06	Vehicle Operator 2
30632	07	Welder 2
30672	08	Electrician 2
30681	08	Equipment Maintenance Coordinator
30723	08	Sawyer 3
30732	08	Sheet Metal Worker 2
30745	09	Correction Farm Supervisor 2
30752	09	Stationary Engineer 2
~~33261~~	~~07~~	~~Parks Conservation Crew Leader~~
46540	04	Correctional Farm Laborer
46541	08	Correctional Farm Coordinator
46551	28	Penal Workshop Specialist
46552	29	Penal Workshop Quality Control Specialist
52111	06	Automotive Body Repair Worker 1
52112	08	Automotive Body Repair Worker 2
52121	04	Automotive Tire Repair Worker
52130	02	Automotive Service Worker

52131	05	Automotive Mechanic 1
52132	07	Automotive Mechanic 2
52133	~~08~~09	Automotive Technician
52141	06	Motor Fleet Coordinator
52142	07	Motor Fleet Coordinator Specialist
52211	07	Mason
52221	06	Plasterer
52231	07	Steam Fitter 1
52232	08	Steam Fitter 2
52240	05	Assistant Carpenter
52241	07	Carpenter 1
52242	08	Carpenter 2
52251	07	Painter 1
52252	08	Painter 2
52260	05	Assistant Plumber
52261	07	Plumber 1
52262	08	Plumber 2
52271	07	Sheet Metal Worker 1
52272	08	Sheet Metal Worker 2
52281	07	Electrician 1
52282	08	Electrician 2
52290	05	Assistant Air Quality Technician
52291	08	Air Quality Technician 1
52292	09	Air Quality Technician 2
52311	07	Machinist 1
52312	08	Machinist 2
52321	06	Welder 1
52322	07	Welder 2
52341	~~09~~11	Lab~~oratory~~ Machinist
52351	08	Adaptive Equipment Technician
52361	09	Restoration Mason
52821	27	Exploratory Drill Operator 1
52822	29	Exploratory Drill Operator 2
52831	05	Upholsterer
52851	06	Tailor
52861	08	Locksmith
53111	04	Maintenance Repair Worker 1
53112	05	Maintenance Repair Worker 2
53113	07	Maintenance Repair Worker 3
53121	06	Maintenance Inspector
53151	09	Assistant Statue/Decorative Artwork Restorer
53161	07	Facility Maintenance Specialist 1
53162	09	Facility Maintenance Specialist 2
53163	11	Facility Maintenance Specialist 3
53211	05	Highway Maintenance Worker 1
53212	06	Highway Maintenance Worker 2

53213	07	Highway Maintenance Worker 3
53214	08	Highway Maintenance Worker 4
53230	05	Bridge and Lock Tender
53231	07	Bridge Worker 1
53232	08	Bridge Worker 2
53241	05	Routemarker 1
53242	08	Routemarker 2
53261	28	Soils Foundation Technician
53320	05	Signal Electrician Assistant
53322	07	Signal Electrician 1
53323	08	Signal Electrician 2
53324	09	Traffic Control Devices Technician
53411	08	Sign Fabrication Technician
53521	04	Dairy Worker 1
53522	06	Dairy Worker 2
53531	08	Farm Coordinator
53541	08	Correctional Dairy Processing Plant Operator
53611	04	Groundskeeper 1
53612	05	Groundskeeper 2
53613	06	Groundskeeper 3
53621	04	Golf Course Worker 1
53622	06	Golf Course Worker 2
53631	04	Roadside Park Caretaker 1
53632	05	Roadside Park Caretaker 2
53633	07	Roadside Park Caretaker 3
53811	02	Laborer
53813	04	Laborer Crew Leader
53821	05	Delivery Worker
53831	04	Mover 1
53832	07	Mover 2
53841	03	Parking Facilities Attendant 1
53842	04	Parking Facilities Attendant 2
53851	08	Lottery Delivery Worker
54211	06	Aircraft Attendant
54221	11	Aircraft Maintenance Technician
54411	05	Equipment Operator 1
54412	06	Equipment Operator 2
54413	07	Equipment Operator 3
54414	07	Equipment Operator 4
54421	06	Dredge Operator 1
54422	07	Dredge Operator 2
54441	04	Vehicle Operator 1
54442	06	Vehicle Operator 2
54451	05	Ambulance Operator
54461	31	Research Vessel Operator
54511	04	Boiler Maintenance Worker

54513	06	Boiler Repair Worker
54531	08	Stationary Engineer 1
54532	09	Stationary Engineer 2
54541	05	Boiler Operator 1
54542	06	Boiler Operator 2
54610	06	Treatment Plant Aide
54611	06	Treatment Plant Operator in Training
54612	08	Treatment Plant Operator
54613	09	Treatment Plant Coordinator 1
54614	31	Treatment Plant Coordinator 2
54640	06	Water Plant Aide
54641	08	Water Plant Operator-In-Training
54642	28	Water Plant Operator 1
54643	29	Water Plant Operator 2
54644	30	Water Plant Operator 3

Appendix E

APPENDIX E

CLASSIFICATIONS - BARGAINING UNIT 7

The following classifications, including any parenthetical subtitles, are included in Bargaining Unit Seven: (NOTE: All classes numbered 30000 to 39999 are holding classes.)

Class No.	Pay Range	Title
21111	29	Livestock Inspector
~~21121~~	~~29~~	~~Grain Warehouse Examiner~~
~~21122~~	~~30~~	~~Grain Warehouse Examiner Specialist~~
~~21131~~	~~30~~	~~Feed, Fertilizer and Seed Inspector~~
21122	**30**	**Grain, Feed and Seed Examiner**
21141	29	Apiary Specialist
~~21151~~	~~29~~	~~Seed Inspector~~
21153	29	Seed Analyst
21161	29	Plant Pest Control Specialist
~~21171~~	~~30~~	~~Pesticide Control Specialist~~
21172	**30**	**Pesticide/Fertilizer Inspector**
21211	28	Egg Products Inspector
21212	26	Poultry Products Inspector
21221	29	Fruit and Vegetable Inspector
21231	30	Meat Inspector
21233	31	Meat Inspection Specialist
~~21241~~	~~30~~	~~Food Inspector~~
~~21243~~	~~31~~	~~Food Inspection Coordinator~~
21251	28	Weights and Measures Inspector 1
21252	29	Weights and Measures Inspector 2
21253	30	Weights and Measures Technologist
21261	32	Grain Warehouse Financial Analyst
21291	31	Food Safety Specialist 1
21292	32	Food Safety Specialist 2
21311	31	Agriculture Enforcement Agent
21512	29	Cosmetology Inspector
21511	28	Cosmetology Examiner
21513	30	Cosmetology Inspector, Trainer & Evaluator
21521	~~27~~**29**	Barber Inspector
21531	31	Medical Board Compliance Officer
21541	32	Medical Board Enforcement Investigator
21561	33	Pharmacy Board Compliance Agent
21581	28	Amusement Ride and Game Inspector 1
21582	29	Amusement Ride and Game Inspector 2
21591	32	Dental Board Enforcement Officer
21621	32	Nursing Board Enforcement Agent
21681	32	Chiropractic Board Enforcement Investigator

22931	30	Mineral Resources Inspector 1
22932	31	Mineral Resources Inspector 2
22933	32	Mineral Resources Inspector 3
23111	29	Motor Carrier Enforcement Inspector
23121	30	Public Utilities Transportation Examiner
23131	33	Water/Wastewater Service Quality Coordinator
23161	31	Hazardous Materials Investigation Specialist 1
23162	33	Hazardous Materials Investigation Specialist 2
23171	33	Telephone Service Quality Coordinator
23181	33	Public Utilities Gas Pipeline Safety Compliance Investig.
23191	33	Public Utilities Electric Coordinator
23311	29	Railroad Inspector 1
23312	31	Railroad Inspector 2
23313	32	Railroad Inspector 3
24111	30	Building Inspector
24120	30	Interim Boiler Inspector
24121	31	Boiler Inspector
24123	31	Nuclear Boiler Inspector
24130	30	Interim Electrical Inspector
24131	30	Electrical Inspector
24140	29	Elevator Inspector Trainee
24141	32	Elevator Inspector
24151	30	High Pressure Piping Inspector
24161	30	Plumbing Inspector 1
24162	31	Plumbing Inspector 2
24311	27	Stationary Load Limit Inspector
24312	28	Portable Load Limit Inspector
24331	28	Driver's License Examiner 1
24332	29	Driver's License Examiner 2 (CDL)
2433~~2~~3	29	Driver's License Examiner 2 (Lead Worker)
24341	29	Customer Service Specialist 1
24342	30	Customer Service Specialist 2
24351	28	Motor Vehicle Inspector
24391	31	Industrial Inspector
24411	29	Industrial Safety Inspector
24421	28	Breath Alcohol Testing Inspector
24431	28	Safety and Health Inspector 1
24432	29	Safety and Health Inspector 2
24433	30	Safety and Health Compliance Inspector
24441	32	Safety and Health Coordinator
24442	33	Safety and Health Consultant
24461	30	Radiation Safety Officer 1
24462	31	Radiation Safety Officer 2
24471	30	Industrial Safety Hygienist 1
24472	31	Industrial Safety Hygienist 2
24473	33	Industrial Safety Hygienist 3

24474	34	Industrial Safety Hygienist 4
24481	28	Industrial Safety Consultant 1
24482	29	Industrial Safety Consultant 2
24483	31	Industrial Safety Consultant 3
24484	33	Industrial Safety Consultant Specialist
24511	31	Ergonomist 1
24512	33	Ergonomist 2
24513	34	Ergonomist 3
24710	~~30~~31	Mine Rescue Operations Coordinator
24711	31	Mine Safety Inspector 1
24712	33	Mine Safety Inspector 2
24911	27	Racing Inspector
24921	30	Embalmer and Funeral Facility Inspector
~~24941~~	~~30~~	~~Aviation Specialist 1~~
~~24942~~	~~32~~	~~Aviation Specialist 2~~
~~24951~~	~~32~~	~~BWC Fraud Investigator~~
24971	32	Engineers & Surveyors Enforcement Officer
26121	30	Criminal Investigator 1
26122	31	Criminal Investigator 2
26181	27	Institutional Identification Officer
26210	27	Investigator Assistant
26211	30	Investigator
26221	32	Ethics Commission Special Investigator
26231	30	Underground Storage Tank Inspector
26241	30	Consumers' Counsel Utility Investigator
26251	30	Public Utilities Customer Service Investigator
26271	30	Insurance Investigation Officer 1
26272	32	Insurance Investigation Officer 2
26273	33	Insurance Investigation Officer 3
26281	31	Wage & Hour Investigator
26291	32	Healthcare Investigator Specialist
26521	30	Fire Safety Inspector
26531	32	Arson Investigator
26560	29	Fire Training Equipment Technician
26591	~~06~~07	Fire Fighter
26592	~~07~~08	Lt. Fire Fighter
30562	06	Printing Machine Operator 2
31342	29	Safety and Health Inspector 2
31561	26	Project Inspector 1
31562	29	Project Inspector 2
31563	**29**	**Project Inspector 3**
31784	34	Industrial Safety Hygienist 4
~~31793~~	~~31~~	~~Industrial Safety Specialist~~
52421	~~06~~07	Radio Technician 1
52422	09	Radio Technician 2
52423	10	Radio Technician Specialist

52611	28	Broadcasting Engineer
52621	09	Broadcasting/Network ITV Coordinator
52631	06	Audio/Visual Repair Worker
52641	07	Audio/Visual Specialist
52642	31	Audio/Visual Production Specialist
52643	32	Videographer
52661	31	Electronic Design Coordinator
52662	32	Electronic Design Specialist
52711	07	Bindery Operator
52721	08	Typesetting Technician
52731	08	Printing Machine Operator
52741	31	Printing Standards Analyst
52751	08	Correctional Printing Machine Coordinator
53771	**06**	**Highway Technician 1**
53772	**07**	**Highway Technician 2**
53773	**08**	**Highway Technician 3**
53774	**09**	**Highway Technician 4**
53775	**10**	**Highway Technician 5**
54571	30	Steam Engineer Examiner
64921	31	Hazardous Materials Specialist
66771	30	Insurance Licensing Examiner
67231	30	Insurance Complaint Analyst 1
67232	31	Insurance Complaint Analyst 2
67233	32	Insurance Compliant Analyst 3
69481	28	Social Services Licensing Specialist
82111	27	Graphic Artist
82121	28	Layout Design Artist
82122	29	Layout Design Coordinator
82210	28	Photographer
82212	**29**	**Photojournalist**
82220	25	Photo Laboratory Assistant
82221	26	Photograph Developer
82311	28	Cartographer
82320	27	Photogrammetry Technician 1
82321	28	Photogrammetry Technician 2
82322	29	Photogrammetrist 1
82323	30	Photogrammetrist 2
82324	31	Photogrammetrist 3
83250	27	Medical Laboratory Technician
83820	28	Geology Technician
84111	25	Drafting Technician 1
84112	27	Drafting Technician 2
84113	28	Drafting Coordinator
84211	26	Survey Technician 1
84212	28	Survey Technician 2
84213	29	Survey Technician 3

84321	26	Materials Controller 1
84322	27	Materials Controller 2
84323	29	Materials Controller 3
84330	25	Centrifuge Operator
84331	26	Bituminous Plant Inspector
84334	28	Bituminous Plant Coordinator
84341	30	State Architect's Office Field Inspector
84351	27	Project Inspector 1
84352	30	Project Inspector 2
84411	29	Electronic Technician
84421	29	Radiological Instrument Technician 1
84422	30	Radiological Instrument Technician 2
84423	31	Radiological Instrument Technician 3
84611	27	Environmental Technician
84631	32	Radiological Analyst ~~1~~
84651	29	Automobile Emissions Inspector
85560	30	Surveyor Trainee
86110	02	Laboratory Assistant
86111	24	Laboratory Technician 1
86112	27	Laboratory Technician 2
86113	27	Laboratory Technologist
86161	28	Veterinary Pathology Assistant

APPENDIX F
CLASSIFICATIONS - BARGAINING UNIT ~~8 &~~ 9

~~**Classifications - Bargaining Unit 8**~~

~~The following classifications, including any parenthetical subtitles, are included in Bargaining Unit Eight (except for those positions which are confidential, supervisory, managerial, fiduciary, or are on the staff of the Governor): (NOTE: All classes numbered 30000 to 39999 are holding classes.)~~

~~Class No.~~	~~Pay Range~~	~~Title~~
~~64581~~	~~30~~	~~Lottery Sales Representative 1~~
~~64582~~	~~31~~	~~Lottery Sales Representative 2~~
~~64561~~	~~29~~	~~Penal Industry Sales Representative~~

Explanation: *The Unit 8 language was deleted to reflect the agreement of the parties to move these classifications into Bargaining Unit 14. At the inception of collective bargaining, these classifications were represented by the United Food and Commercial Workers (UFCW) up until January 11, 2001.*

Attention: *DAS Human Resources Division; Ohio Lottery Commission; Staff Representatives and Union Officials*

Effective Date: *July 1, 2005*

Classifications - Bargaining Unit 9

The following classifications, including any parenthetical subtitles, are included in Bargaining Unit Nine (except for those positions which are confidential, supervisory, managerial, fiduciary, or are on the staff of the Governor): (NOTE: All classes numbered 30000 to 39999 are holding classes.)

Class No.	Pay Range	Title
12111	03	Clerk 1
12112	04	Clerk 2
12113	26	Clerk 3
12121	27	Statistics Clerk
12131	04	Telephone Operator 1
12132	25	Telephone Operator 2
12311	27	Data Storage Technician 1
12312	28	Data Storage Technician 2
12321	04	Data Processor 1
12322	25	Data Processor 2
12323	26	Data Processor 3
12331	04	Data Entry Operator 1
12332	25	Data Entry Operator 2
12333	26	Data Entry Operator 3

12341	24	Data Librarian 1
12342	25	Data Librarian 2
12343	26	Data Librarian 3
12351	25	Data Control Technician 1
12352	26	Data Control Technician 2
12353	27	Data Control Technician 3
12361	24	Data Technician 1
12362	25	Data Technician 2
12370	25	Computer Operator 1
12371	26	Computer Operator 2
12372	28	Computer Operator 3
12373	29	Computer Operator 4
12374	30	Computer Operations Analyst
12411	27	Medical Records Document Specialist
12421	25	Reproduction Equipment Operator 1
12422	27	Reproduction Equipment Operator 2
12431	04	Salvage Machine Operator
12441	27	State Records Technician 1
12442	28	State Records Technician 2
12511	25	Office Assistant 1
12512	26	Office Assistant 2
12513	27	Office Assistant 3
12551	27	Secretary
12611	26	Word Processing Specialist 1
12612	27	Word Processing Specialist 2
12621	**27**	**Medical Word Processing Transcriptionist**
12711	04	Hearings Bailiff
12721	28	Document Delivery Technician
12731	~~03~~**04**	Mail Clerk/Messenger
12732	**05**	**Mail Clerk/Screener**
12821	28	Data Systems Scheduler 1
12822	29	Data Systems Scheduler 2
12823	31	Data Systems Scheduler 3
12824	32	Data Systems Scheduler 4
14711	03	Stores Clerk
14721	04	Mechanical Stores Clerk
14731	04	Chemical Stores Clerk
14741	25	Storekeeper 1
14742	27	Storekeeper 2
14751	08	Dock Coordinator
16111	05	Cashier
16211	01	Museum Associate 1
16212	02	Museum Associate 2
16511	26	Account Clerk 1
16512	27	Account Clerk 2
16513	28	Account Clerk 3

16720	28	Workers' Compensation Claims Assistant
16721	29	Workers' Compensation Medical Claims Specialist
16722	30	Workers' Compensation Claims Specialist
16731	28	Provider Relations Representative 1
16732	30	Provider Relations Representative 2
16740	25	Unemployment Claims Examiner 1
16741	26	Unemployment Claims Examiner 2
16742	27	Unemployment Claims Examiner 3
16743	28	Unemployment Claims Fraud Examiner
16744	29	Unemployment Claims Examiner 4
16745	30	Unemployment Claims Specialist 1
16746	31	Unemployment Claims Specialist 2
16771	28	Disability Insurance Claims Examiner
16773	30	Disability Insurance Claims Specialist
16781	29	Auto Liability Claims Specialist 1
16782	30	Auto Liability Claims Specialist 2
16791	26	Claims Examiner 1
16792	27	Claims Examiner 2
16793	28	Claims Examiner 3
16794	29	Claims Examiner 4
16795	30	Claims Examiner Specialist
16841	27	Certification/Licensure Examiner 1
16842	28	Certification/Licensure Examiner 2
16851	29	Customer Service Associate
17211	27	Supplemental Income Claims Processor
17221	28	Health Financial Resource Specialist
18311	25	Library Assistant 1
18312	27	Library Assistant 2
18313	27	Library Associate
26261	32	BWC Fraud Investigator
26262	33	BWC Fraud Analyst
26941	26	Watercraft Records Specialist 1
26942	28	Watercraft Records Specialist 2
26951	28	Watercraft Registration Agent 1
26952	29	Watercraft Registration Agent 2
30001	26	Clerical Technician
30113	25	Clerical Specialist
~~30202~~	~~04~~	~~Office Machine Operator 2~~
30342	**25**	**Accounting Machine Operator 2**
30403	25	Data Entry Operator 3
30811	25	Storekeeper 1
30812	27	Storekeeper 2
30822	26	Account Clerk 2
30864	30	Examiner 4
30931	26	Statistics Clerk
30962	27	Word Processing Specialist 2

31011	27	Computer Operator 1
31012	28	Computer Operator 2
31091	27	Permit Technician 1
31171	28	Administrative Secretary 1
31352	28	Technical Writer 2
31391	29	Case Control Reviewer
33292	29	Workers' Compensation Claims Representative 2
33293	30	Workers' Compensation Claims Representative 3
33294	31	Workers' Compensation Claims Representative 4
33411	29	BWC Customer Service Representative
52411	08	Telecommunications Technician 1
52412	10	Telecommunications Technician 2
52413	11	Telecommunications Technician Coordinator
52431	06	Radio Operator
52441	05	Radio Dispatcher
52521	**28**	**Telecommunications Operator 1**
52522	**29**	**Telecommunications Operator 2**
52760	29	Printing Coordinator
54431	06	Bookmobile Operator
63141	26	Forms Control Specialist
63521	28	BWC Employer Service Representative
64210	27	Employment Services Interviewer
64211	28	Employment Services Representative
64212	28	Employment Services Counselor
64220	28	Veteran Employment Representative
64221	28	Disabled Veterans Outreach Specialist
64222	31	~~OBES~~ **ODJFS** Program Monitor
64223	31	Employment Services Manpower Representative
64224	31	Employment Services Coordinator
64281	29	Customer Service Representative
64282	29	Customer Service Disabled Veterans Outreach Specialist
64283	29	Customer Service Veterans Employment Representative
64284	30	Customer Service Specialist
64341	04	Tour Guide
64343	26	Tour Coordinator
64371	25	Travel Counselor 1
64372	26	Travel Counselor 2
64431	27	Customer Service Assistant 1
64432	28	Customer Service Assistant 2
64433	29	Customer Service Assistant 3
64451	28	BWC Customer Service Representative
64481	28	Benefits Customer Service Representative
64520	26	Purchasing Assistant
64551	26	Inventory Control Specialist 1
64620	26	Personnel Aide
64641	26	Test Monitor

64681	27	Employee Benefits Coordinator 1
64682	29	Employee Benefits Coordinator 2
66111	26	Accountant/Examiner 1
66112	28	Accountant/Examiner 2
66121	26	Unemployment Contributions Examiner 1
66122	27	Unemployment Contributions Examiner 2
66123	28	Unemployment Contributions Examiner 3
66124	30	Unemployment Contributions Examiner 4
66125	31	Unemployment Contributions Examiner 5
66221	27	State Accountant Examiner
66391	31	Account Executive
66431	31	Workers' Compensation External Auditor
66752	29	Safety Responsibility Evaluator 2
66931	27	Nosologist
84361	26	Technical Writer 1
84362	28	Technical Writer 2
84371	26	Engineering Clerk
84381	25	Traffic Technician 1
84382	26	Traffic Technician 2
84391	27	Traffic Analyst
84571	26	Permit Technician 1
84572	30	Permit Technician 2

APPENDIX G

CLASSIFICATIONS - BARGAINING UNIT 13

The following classifications, including any parenthetical subtitles, are included in Bargaining Unit Thirteen (except for those positions which are supervisory or managerial): (NOTE: All classes numbered 30000 to 39999 are holding classes.)

Class No.	Pay Range	Title
21181	32	Plant Pathologist
22212	27	Wildlife Area Technician
22213	28	Wildlife Area Coordinator
22222	29	Fish Management Unit Leader
22232	29	Fish Hatchery Coordinator
22271	30	Fisheries Biologist 1
22272	31	Fisheries Biologist 2
22281	30	Wildlife Biologist 1
22282	31	Wildlife Biologist 2
22321	28	Forestery Technician
22322	30	Forester
22351	27	Nursery Technician
22540	26	Naturalist Aide
22541	28	Naturalist
22851	30	Wildlife Management Consultant
22861	28	Scenic River Aide
22862	30	Scenic River Coordinator
31371	**28**	**Wildlife Area Coordinator**
63281	30	Facilities Planner
65731	32	Sanitarian Program Specialist 1
65732	33	Sanitarian Program Specialist 2
65761	29	Epidemiology Investigator 1
65762	32	Epidemiology Investigator 2
65763	33	Epidemiology Investigator 3
65911	33	Veterinarian Specialist
65921	36	Veterinary Toxicologist
65931	36	Veterinary Pathologist
65951	31	Histotechnologist
66361	35	Energy Specialist
66951	33	Utility Specialist 1
66952	34	Utility Specialist 2
66953	35	Utility Specialist 3
~~82322~~	~~29~~	~~Photogrammetrist 1~~
83211	29	Microbiologist 1
83212	31	Microbiologist 2
83213	32	Microbiologist Coordinator

83221	29	Chemist 1
83222	30	Chemist 2
83223	31	Chemist 3
83224	32	Chemist 4
83231	29	Entomologist
83251	30	Medical Laboratory Technologist 1
83252	31	Medical Laboratory Technologist 2
83261	32	Public Health Entomologist
83271	28	Biologist
83451	28	Ecological Analyst 1
83452	30	Ecological Analyst 2
83811	31	Soils Resource Specialist
83821	29	Geologist 1
83822	31	Geologist 2
83823	32	Geologist 3
83824	33	Geologist 4
83831	27	Horticulturist 1
83832	28	Horticulturist 2
84641	30	Health Physicist 1
84642	31	Health Physicist 2
84643	33	Health Physicist 3
85110	30	Designer 1
85111	32	Designer 2
85113	34	Architect
85211	34	Plans Examiner
85311	28	Planner 1
85312	30	Planner 2
85313	32	Planner 3
85411	34	Planning Engineer 1
85420	30	Design Engineer Intern
85421	31	Design Engineer 1
85422	33	Design Engineer 2
~~85823~~	~~33~~	~~Design Specialist 3~~
85561	32	Surveyor
85621	33	Field Engineer
85640	31	Transportation Engineer Intern
85641	32	Transportation Engineer 1
85642	33	Transportation Engineer 2
85712	32	Environmental Engineer 2
85721	32	Air Quality Engineer 1
85740	31	Natural Resources Engineer Intern
85741	32	Natural Resources Engineer 1
85742	33	Natural Resources Engineer 2
85821	30	Design Specialist 1
85822	31	Design Specialist 2
85823	33	Design Specialist 3

85824	34	Design Specialist 4
85831	31	Construction Project Specialist 1
85833	32	Construction Project Specialist 2
85834	33	Construction Project Specialist 3
85835	34	Construction Project Specialist 4
85851	31	Bridge Specialist 1
85852	32	Bridge Specialist 2
85861	31	Environmental Specialist 1
85862	32	Environmental Specialist 2
85863	33	Environmental Specialist 3
85864	34	Environmental Specialist 4
85871	31	Transportation Technical Specialist
85873	32	Transportation Technician 1
85874	33	Transportation Technician 2
85875	34	Transportation Technician 3
85910	28	Landscape Architect Aide
85911	31	Landscape Architect 1
85912	32	Landscape Architect 2
86141	~~32~~33	Criminalist
86151	31	Liquor Control Chemist

APPENDIX H

CLASSIFICATIONS - BARGAINING UNIT 14

The following classifications, including any parenthetical subtitles, are included in Bargaining Unit Fourteen (except for those positions which are confidential, supervisory, managerial, fiduciary or are on the staff of the Governor): (NOTE: All classes numbered 30000 to 39999 are holding classes.)

Class No.	Pay Range	Title
12380	32	Data Securities Specialist
12381	34	Data Security Analyst 1
12382	35	Data Security Analyst 2
12391	28	Data Systems Coordinator 1
12392	29	Data Systems Coordinator 2
16521	30	State Payroll Specialist 1
16522	31	State Payroll Specialist 2
16760	**28**	**Disability Claims Development Analyst**
16761	28	Disability Claims Adjudicator 1
16762	30	Disability Claims Adjudicator 2
16763	31	Disability Claims Adjudicator 3
16764	32	Disability Claims Specialist ~~2~~
22191	30	Wildlife Communications Specialist
22192	31	Wildlife Communications Coordinator
24321	30	Motor Vehicle Investigator
24951	**32**	**Aviator 1**
24952	**33**	**Aviator 2**
26541	28	Fire Safety Educator 1
26542	29	Fire Safety Educator 2
26561	30	Fire Training Officer 1
26562	31	Fire Training Officer 2
30242	30	Administrative Assistant 2 (Non-exempt)
30243	32	Administrative Assistant 3 (Non-exempt)
30351	32	Management Analyst 3 (Non-exempt)
30972	29	Accountant 2
31181	28	Administrative Assistant 1
31362	31	Training Officer 2
31382	31	Budget Officer 2
31421	29	Data Systems Coordinator 1
31422	30	Data Systems Coordinator 2
31475	34	Financial Institution Examiner Specialist
31721	30	Security Specialist
31772	31	EEO Contract Compliance Officer 2
31863	32	Researcher 3
31870	29	Assistant Liaison Officer

33283	35	Insurance Actuarial Analyst 3
33311	33	Employer Services Analyst
46131	26	Lottery Game Security Specialist
52481	09	Telecommunications Network Operator 1
52482	11	Telecommunications Network Operator 2
52483	12	Telecommunications Network Operator 3
52490	30	Telecommunications Service Request Coordinator
52491	34	Telecommunications Analyst 1
52492	35	Telecommunications Analyst 2
53221	**32**	**Regional Equipment Training Specialist**
~~54231~~	~~32~~	~~Aircraft Pilot 1~~
~~54232~~	~~33~~	~~Aircraft Pilot 2~~
63111	29	Forms Analyst 1
63112	30	Forms Analyst 2
63121	28	Administrative Assistant 1
63151	28	Publication Specialist 1
63152	30	Publication Specialist 2
63161	28	Grants Coordinator 1
63162	30	Grants Coordinator 2
63211	30	Management Analyst
63231	28	Correctional Records Management Officer
63251	32	Budget Analyst 1
63252	33	Budget Analyst 2
63271	27	Records Management Officer
63280	28	Space Planner
63291	30	State Records Management Analyst
63311	28	Business Services Officer
~~63351~~	~~32~~	~~Technical Medical Liaison~~
63361	29	Deputy Registrar Field Representative
63481	33	Civil Rights Alternative Dispute Resolution Mediator
63510	29	Assistant Liaison Officer
63511	33	Liaison Officer 1
~~63521~~	~~31~~	~~BWC Employer Services Representative~~
63711	33	Parole Board Hearing Officer
63810	27	Paralegal/Legal Assistant 1
63811	29	Paralegal/Legal Assistant 2
63821	27	Hearing Assistant
63831	31	Hearing Officer
63840	28	Legal Intern
63841	30	Law Clerk
63842	31	Attorney 1
63843	32	Attorney 2
63844	33	Attorney 3
63881	34	Utilities Attorney Examiner 1
63882	35	Utilities Attorney Examiner 2
63891	34	Utility Attorney

63921	34	Industrial Commission District Hearing Officer 1
63922	35	Industrial Commission District Hearing Officer 2
63923	36	Industrial Commission Staff Hearing Officer 1
63950	32	UC Administrative Lay Hearing Officer
63951	34	UC Administrative Hearing Officer
63971	32	~~Human Services~~ **ODJFS** Hearing Officer 1
63972	33	~~Human Services~~ **ODJFS** Hearing Officer 2
63981	34	BWC Attorney 1
63982	35	BWC Attorney 2
64111	30	Programmer/Analyst 1
64112	32	Programmer/Analyst 2
64113	33	Programmer/Analyst 3
64114	34	Programmer/Analyst 4
64115	35	Programmer/Analyst 5
64121	34	Systems Analyst 1
64122	35	Systems Analyst 2
64123	36	Systems Analyst 3
64141	32	Programmer Specialist 1
64142	33	Programmer Specialist 2
64151	32	Data Base Analyst 1
64152	33	Data Base Analyst 2
64153	34	Data Base Analyst 3
64154	35	Data Base Analyst 4
64155	36	Data Base Analyst 5
64161	35	Information Technology Consultant 1
64162	36	Information Technology Consultant 2
64171	34	Computer Acquisition Analyst 1
64172	35	Computer Acquisition Analyst 2
64173	36	Computer Acquisition Analyst 3
64181	31	Minicomputer Operations Technician
64182	33	Minicomputer Systems Programmer
64191	33	Systems Programmer 1
64192	34	Systems Programmer 2
64193	35	Systems Programmer 3
64194	36	Systems Programmer 4
64331	29	Cancer Registrar
64361	27	Health Information Technician 1
64362	29	Health Information Technician 2
64381	32	International Commercial Officer
64391	32	Marketing Development Analyst
64411	27	Information Writer 1
64412	29	Information Writer 2
64413	31	Publications Editor
64420	30	Public Information Specialist
64461	31	Environmental Public Information Officer
64491	30	Domestic Commercial Officer

64521	28	Purchasing Specialist
64522	28	Purchasing Agent
64523	30	Purchasing Coordinator
64530	27	State Purchasing Assistant
64531	28	State Purchasing Specialist
64532	31	State Purchasing Procurement Coordinator
64533	32	State Purchasing Procurement Support Analyst
64534	32	State Purchasing Standards Analyst
64541	~~31~~33	State Procurement Analyst
64552	28	Inventory Control Specialist 2
64561	**29**	**Penal Industries Sales Representative** ~~***(Moved from BU 8)***~~
64571	30	Business Enterprise Specialist
64574	31	Business Enterprise Program Coordinator
64581	**30**	**Lottery Ticket Sales Representative 1** ~~***(Moved from BU 8)***~~
64582	**31**	**Lottery Ticket Sales Representative 2** ~~***(Moved from BU 8)***~~
64591	32	WIC Vendor Specialist
64651	28	Trainer
64652	31	Training Officer
64671	28	Personnel Testing Specialist 1
64672	30	Personnel Testing Specialist 2
64673	32	Personnel Testing Specialist 3
64691	34	Technology-Based Training Developer
64711	30	Criminal Justice Planning Specialist
64712	31	Criminal Justice Planner
64721	32	Criminal Justice Field Representative
64722	33	Criminal Justice Policy Specialist
64731	32	Jail Inspector
64811	28	Fine Arts Specialist 1
64812	30	Fine Arts Specialist 2
64813	32	Fine Arts Specialist 3
64911	29	Disaster Services Consultant 1
64912	32	Disaster Services Consultant 2
65221	30	Mental Health Administrator 1
65250	30	Benefits Management Representative
65261	32	Social Sciences Research Analyst
65262	33	Social Sciences Research Specialist
66113	30	Accountant/Examiner 3
66114	31	Accountant/Examiner 4
66131	31	Unemployment Compensation Compliance Auditor
66140	29	Financial Institution Examiner Trainee
66141	30	Financial Institution Examiner 1
66142	31	Financial Institution Examiner 2
66143	33	Financial Institution Examiner 3
66144	34	Financial Institution Examiner 4
66145	35	Financial Institution Examiner 5
66161	28	Utility Auditor 1

66162	30	Utility Auditor 2
66163	32	Utility Auditor Coordinator
66191	31	Provider Reimbursement Analyst 1
66192	32	Provider Reimbursement Analyst 2
66231	31	State Accounting Specialist
66241	28	Bond Accountant 1
66242	30	Bond Accountant 2
66243	31	Bond Accountant 3
66244	32	Bond Accountant Coordinator
66321	31	Economist
66331	28	Labor Market Analyst 1
66332	30	Labor Market Analyst 2
66333	31	Labor Market Analyst 3
66340	27	Market Reporter
66350	32	Assistant Foreign Office Manager
66371	32	Environmental Economist
66381	32	Community Development Analyst
66411	31	Internal Auditor 1
66412	32	Internal Auditor 2
66413	33	Internal Auditor 3
66421	30	Internal EDP Auditor 1
66422	~~31~~**34**	Internal EDP Auditor 2
66432	**31**	**Employee Service Specialist**
66441	30	Unclaimed Funds Auditor 1
66442	31	Unclaimed Funds Auditor 2
66443	32	Unclaimed Funds Auditor 3
66444	33	Unclaimed Funds Auditor 4
66451	30	Consumer Finance Examiner 1
66452	31	Consumer Finance Examiner 2
66453	33	Consumer Finance Examiner 3
66454	34	Consumer Finance Examiner 4
66461	31	~~Human Services~~ **ODJFS** External Auditor 1
66462	32	~~Human Services~~ **ODJFS** External Auditor 2
66463	33	~~Human Services~~ **ODJFS** External Auditor 3
66511	31	Telecommunications Billing Analyst
66531	30	Fiscal Specialist 1
66532	32	Fiscal Specialist 2
66551	30	Contract Evaluator/Negotiator
66581	29	Securities Examiner 1
66582	30	Securities Examiner 2
66591	31	Securities Specialist 1
66592	32	Securities Specialist 2
66593	33	Securities Specialist 3
66594	34	Securities Specialist 4
66611	31	Securities Analyst 1
66612	32	Securities Analyst 2

66613	33	Securities Analyst 3
66614	34	Securities Analyst 4
66720	30	Insurance Examiner Trainee
66721	31	Insurance Examiner ~~1~~
66722	32	Insurance Examiner/Analyst
66731	31	Insurance Actuarial Analyst 1
66732	33	Insurance Actuarial Analyst 2
66733	35	Insurance Actuarial Analyst 3
66734	36	Insurance Actuarial Analyst 4
66741	31	Insurance Contract Analyst 1
66742	32	Insurance Contract Analyst 2
66743	33	Insurance Contract Analyst 3
66744	34	Insurance Contract Analyst 4
66745	35	Insurance Contract Analyst 5
66761	30	Traffic Safety Specialist
66791	31	Workers' Compensation Underwriter
66811	28	Tax Commissioner Agent 1
66812	29	Tax Commissioner Agent 2
66813	30	Tax Commissioner Agent 3
66814	31	Tax Commissioner Agent 4
66815	32	Tax Commissioner Agent 5
66851	30	Tax Auditor Agent 1
66852	31	Tax Auditor Agent 2
66853	32	Tax Auditor Agent 3
66854	33	Tax Auditor Agent 4
66855	34	Tax Auditor Agent 5
66911	29	Statistician 1
66912	30	Statistician 2
66921	28	Researcher 1
66922	30	Researcher 2
66923	32	Researcher 3
66941	28	Utility Rate Analyst 1
66942	30	Utility Rate Analyst 2
66943	32	Utility Rate Analyst Coordinator
66971	~~30~~**29**	Energy ~~Research~~ Analyst 1
66972	32	Energy ~~Research~~ Analyst 2
66973	33	Energy ~~Research Planner~~ **Program Developer**
66981	32	Demographer
67111	33	Telecommunications Systems Analyst 1
67112	34	Telecommunications Systems Analyst 2
67113	35	Telecommunications Systems Analyst 3
67121	34	Business Continuity Analyst 1
67122	35	Business Continuity Analyst 2
67131	32	Network Administrator 1
67132	33	Network Administrator 2
67133	34	Network Administrator 3

67141	**31**	**IT Quality Control Analyst 1**
67142	**33**	**IT Quality Control Analyst 2**
67191	32	Network Services Technician 1
67192	33	Network Services Technician 2
67193	34	Network Services Technician 3
67194	35	Network Services Technician 4
67195	36	Network Services Technician 5
67211	30	Insurance Compliance Examiner 1
67212	32	Insurance Compliance Examiner 2
67213	33	Insurance Compliance Examiner 3
67221	33	Insurance Examination Data Specialist
67321	30	Housing Grant Analyst 1
67322	32	Housing Grant Analyst 2
67323	33	Housing Grant Analyst 3
67331	31	Housing Development Analyst
67332	33	Housing Development Planner
67341	32	Housing Default Analyst
67351	28	Housing Examiner 1
67352	30	Housing Examiner 2
67353	31	Housing Examiner 3
67354	32	Housing Examiner 4
67411	33	Forensic Computer Specialist 1
67412	34	Forensic Computer Specialist 2
69111	29	Civil Rights Investigator 1
69112	31	Civil Rights Investigator 2
69121	29	Civil Rights Specialist
69123	30	Civil Rights Compliance Coordinator
69131	27	EEO Technician
69132	30	EEO Officer
69150	28	Minority Business Officer
69151	28	Minority Business Coordinator
69160	28	EEO Contract Technician
69161	30	EEO Contract Officer
69162	31	EEO Contract Coordinator
69163	**32**	**EEO Contract Specialist**
69171	29	EEO Enforcement Officer
69191	30	Minority Procurement Analyst 1
69192	32	Minority Procurement Analyst 2
69193	32	Minority Procurement Coordinator
69471	32	~~ODHS~~ **ODJFS** Case Management Analyst
69601	**E1**	**Education Employee Consultant 1**
69602	**E2**	**Education Employee Consultant 2**
69603	**E3**	**Education Employee Consultant 3**
83851	32	Coal Program Financial Analyst
84511	27	Appraiser 1
84512	29	Appraiser 2

84513	30	Appraiser 3
84514	31	Appraisal Specialist
84521	28	Realty Specialist 1
84522	30	Realty Specialist 2
84523	31	Realty Specialist 3
84531	28	Property Management Specialist
84541	28	Real Property Tax Appraiser 1
84542	30	Real Property Tax Appraiser 2
84543	32	Real Property Tax Appraiser 3
84551	27	Title Agent
84561	27	Property Agent
84563	29	Property Agent Coordinator
84581	29	Utilities Relocation Technician 1
84582	30	Utilities Relocation Technician 2
84583	31	Utilities Relocation Technician 3
84591	30	Real Estate Disposition Coordinator
84592	31	Real Estate Specialist
84711	27	Road Inventory Specialist 1
84712	28	Road Inventory Specialist 2
85671	29	GIMS Technician 1
85672	30	GIMS Technician 2
85771	30	GIMS Specialist 1
85772	32	GIMS Specialist 2
85881	32	Environmental Grant Analyst

Appendix I

APPENDIX I

(NOTE: All classes numbered 30000 to 39999 are holding classes.)

Classification Groupings - Bargaining Unit 3

1.	30211	07	Security Technician 1
	44141	27	Psychiatric Attendant
	44142	28	Psychiatric Attendant Coordinator
	46111	25	Security Officer 1
	46112	26	Security Officer 2
2.	30211	07	Security Technician 1
	46111	25	Security Officer 1
	46112	26	Security Officer 2
	46514	28	Juvenile Correctional Officer
	46611	06	Youth Leader (Blind/Deaf School)
3.	26511	28	Correctional Firefighter (see also Unit 7, Group 31)
	30211	07	Security Technician 1
	46111	25	Security Officer 1
	46112	26	Security Officer 2
	46531	28	Correction Officer
	46532	29	Correction Sergeant/Counselor
	46540	04	Correctional Farm Laborer (see also Unit 6, Group 5)
	46541	08	Correctional Farm Coordinator (see also Unit 6, Group 5)
	53541	08	Correctional Dairy Processing Plant Operator (see also Unit 6, Group 5)
4.	22591	27	Shooting Range Attendant
	30211	07	Security Technician 1
	31721	30	Security Specialist (see also Unit 14, Group 3d)
	46111	25	Security Officer 1
	46112	26	Security Officer 2
	46131	26	Lottery Game Security Specialist (see also Unit 14, Group 3d)

Classification Groupings - Bargaining Unit 4

1.	17321	05	Social Service Aide
	17331	05	Personal Services Worker
	30881	26	Mental Health Technician 1
	44731	27	Community Adjustment Trainer 1
	44732	27	Community Adjustment Trainer 2
2.	18111	03	Children's Teacher Aide 1
	18112	04	Children's Teacher Aide 2
	18113	25	Children's Teacher Aide 3
	18121	26	Adult Teacher Aide 1
	18122	27	Adult Teacher Aide 2
	18123	28	Adult Teacher Aide 3
	18131	25	Vocational Instructor 1

	18132	26	Vocational Instructor 2
3.	30881	26	Mental Health Technician 1
	42741	05	Pharmacy Attendant
	44111	04	Hospital Aide
	44112	05	Therapeutic Program Worker
	44113	26	Hospital Aide Coordinator 1
	44114	27	Hospital Aide Coordinator 2
	44161	09	Licensed Practical Nurse
	44731	27	Community Adjustment Trainer 1
	44732	27	Community Adjustment Trainer 2
4.	18141	25	Rehabilitation Aide
	18531	04	Recreation Aide
	44210	04	Activities Aide
	44211	26	General Activities Therapist 1
	44212	27	General Activities Therapist 2
	44213	~~26~~27	Activity Therapist Specialist 1
	44214	29	Activity Therapist Specialist 2
5.	65311	28	Emergency Medical Technician-Ambulance
	65312	28	Advanced Emergency Medical Technician – Ambulance
	65313	29	Paramedic
	83250	27	Medical Laboratory Technician (see also Unit 7, Group 48)
	86121	27	Phlebotomist
6.	44111	04	Hospital Aide*
	86311	27	Dental Technician
	86313	27	Dental Assistant
7.	44111	04	Hospital Aide*
	86321	30	Radiographer
8.	86331	29	EEG/EKG Technician
9.	42711	05	Cosmetologist
	42731	05	Barber
	44111	04	Hospital Aide*
10.	46621	04	Child Care Worker
11.	44260	26	Therapy Aide
	44261	28	Licensed Physical Therapy Assistant
	44310	28	Occupational Therapy Assistant
	44510	27	Exercise Physiologist Assistant

*Only those Dental Techs, EEG Techs, Cosmetologists or Barbers who have previously held a Hospital Aide position can bump back to a Hospital Aide.

Classification Groupings - Bargaining Unit 5

1.	30021	04	Custodial Work Coordinator
	42111	02	Custodial Worker
2.	42321	04	Meatcutter
	42331	06	Baker

	42341	01	Food Service Worker
	42351	03	Cook 1
	42352	05	Cook 2
	42411	04	Food Service Coordinator 1
	42412	06	Food Service Coordinator 2
	42441	30	Food Consultant
	42451	28	Correctional Food Service Coordinator 1
3.	42511	04	Fabric Worker 1 (see also Unit 6, Group 11)
	42512	04	Fabric Worker 2 (see also Unit 6, Group 11)
	42521	01	Laundry Worker
	42541	28	Correctional Laundry Coordinator
4.	14211	04	Commissary Worker 1 (see also Unit 9, Group 3)
	14212	06	Commissary Worker 2 (see also Unit 9, Group 3)
	16111	05	Cashier (see also Unit 9, Group 3)

Classification Groupings - Bargaining Unit 6

1.	22131	27	YCC Work Project Coordinator
	22151	25	CCC Dormitory Advisor
	22171	08	CCC Project Crew Leader
2.	22221	27	Fish Management Technician (see also Unit 13, Group 3)
	22232	29	Fish Hatchery Coordinator (see also Unit 13, Group 3)
	22241	05	Net Constructor (see also Unit 13, Group 3)
	22242	07	Net Construction Specialist (see also Unit 13, Group 3)
	22280	28	Wildlife Research Technician (see also Unit 13, Group 2)
	22411	28	Preserve Manager Aide
	22511	05	Parks Conservation Aide
	22513	07	Parks Conservation Coordinator
	22560	24	Campground Attendant
	22565	27	Campground Coordinator 1
	22566	28	Campground Coordinator 2
	22611	03	Natural Resources Worker (see also Unit 9, Group 1)
	22831	02	Conservation Worker
	22832	04	Conservation Aide
	22833	05	Conservation Crew Leader
	30723	08	Sawyer 3
	~~33261~~	~~07~~	~~Parks Conservation Crew Leader~~
	53621	04	Golf Course Worker 1
	53622	06	Golf Course Worker 2
	53811	02	Laborer (see also Unit 6, Group 19)
	53813	04	Laborer Crew Leader
3.	53611	04	Groundskeeper 1
	53612	05	Groundskeeper 2
	53613	06	Groundskeeper 3
	53631	04	Roadside Park Caretaker 1
	53632	05	Roadside Park Caretaker 2

	53633	07	Roadside Park Caretaker 3
4.	46551	28	Penal Workshop Specialist
	46552	29	Penal Workshop Quality Control Specialist
5.	30745	09	Correction Farm Supervisor 2
	46540	04	Correctional Farm Laborer
	46541	08	Correctional Farm Coordinator
	53521	04	Dairy Worker 1
	53522	06	Dairy Worker 2
	53531	08	Farm Coordinator
	53541	08	Correctional Dairy Processing Plant Operator
6.	30462	08	Auto Mechanic 2
	30681	08	Equipment Maintenance Coordinator
	52111	06	Auto Body Repair Worker 1
	52112	08	Auto Body Repair Worker 2
	52121	04	Auto Tire Repair Worker
	52130	02	Auto Service Worker
	52131	05	Auto Mechanic 1
	52132	07	Auto Mechanic 2
	52133	09	Auto Technician
	52141	06	Motor Fleet Coordinator
	52142	07	Motor Fleet Coordinator Specialist
7.	**30493**	**07**	**Maintenance Repair Worker 3**
~~7.~~	30632	07	Welder 2
	30672	08	Electrician 2
	30732	08	Sheet Metal Worker 2
	52211	07	Mason
	52221	06	Plasterer
	52240	05	Assistant Carpenter
	52241	07	Carpenter 1
	52242	08	Carpenter 2
	52251	07	Painter 1
	52252	08	Painter 2
	52260	05	Assistant Plumber
	52261	07	Plumber 1 (see also Unit 6, Group 8)
	52262	08	Plumber 2 (see also Unit 6, Group 8)
	52271	07	Sheet Metal Worker 1
	52272	08	Sheet Metal Worker 2
	52281	07	Electrician 1
	52282	08	Electrician 2
	52290	05	Assistant Air Quality Technician
	52291	08	Air Quality Technician 1
	52292	09	Air Quality Technician 2
	52311	07	Machinist 1
	52312	08	Machinist 2
	52321	06	Welder 1
	52322	07	Welder 2

	52361	09	Restoration Mason
	52861	08	Locksmith
	53111	04	Maintenance Repair Worker 1
	53112	05	Maintenance Repair Worker 2
	53113	07	Maintenance Repair Worker 3
	53121	06	Maintenance Inspector
	53151	09	Assistant Statue/Decorative Artwork Restorer
	53161	07	Facility Maintenance Specialist 1
	53162	09	Facility Maintenance Specialist 2
	53163	11	Facility Maintenance Specialist 3
8.	52231	07	Steam Fitter 1
	52232	08	Steam Fitter 2
	52260	05	Assistant Plumber
	52261	07	Plumber 1 (see also Unit 6, Group 7)
	52262	08	Plumber 2 (see also Unit 6, Group 7)
9.	30752	09	Stationary Engineer 2
	54511	04	Boiler Maintenance Worker
	54513	06	Boiler Repair Worker
	54531	08	Stationary Engineer 1
	54532	09	Stationary Engineer 2
	54541	05	Boiler Operator 1
	54542	06	Boiler Operator 2
10.	54610	06	Treatment Plant Aide
	54611	06	Treatment Plant Operator in Training
	54612	08	Treatment Plant Operator
	54613	09	Treatment Plant Coordinator 1
	54614	31	Treatment Plant Coordinator 2
	54640	06	Water Plant Aide
	54641	08	Water Plant Operator-In-Training
	54642	28	Water Plant Operator 1
	54643	29	Water Plant Operator 2
	54644	30	Water Plant Operator 3
11.	42511	04	Fabric Worker 1 (see also Unit 5, Group 3)
	42512	04	Fabric Worker 2 (see also Unit 5, Group 3)
	52831	05	Upholsterer
	52851	06	Tailor
12.	52821	27	Exploratory Drill Operator 1
	52822	29	Exploratory Drill Operator 2
	53211	05	Highway Maintenance Worker 1
	53212	06	Highway Maintenance Worker 2
	53213	07	Highway Maintenance Worker 3
	53214	08	Highway Maintenance Worker 4
	53231	07	Bridge Worker 1
	53232	08	Bridge Worker 2
	53241	05	Routemarker 1
	53242	08	Routemarker 2

	53261	28	Soils Foundation Technician
	53411	08	Sign Fabrication Technician
	53631	04	Roadside Park Caretaker 1
	53632	05	Roadside Park Caretaker 2
	53633	07	Roadside Park Caretaker 3
	54411	05	Equipment Operator 1 (see also Unit 6, Group 13)
	54412	06	Equipment Operator 2 (see also Unit 6, Group 13)
	54413	07	Equipment Operator 3 (see also Unit 6, Group 13)
	54414	07	Equipment Operator 4 (see also Unit 6, Group 13)
13.	54421	06	Dredge Operator 1
	54422	07	Dredge Operator 2
	54411	05	Equipment Operator 1 (see also Unit 6, Group 12)
	54412	06	Equipment Operator 2 (see also Unit 6, Group 12)
	54413	07	Equipment Operator 3 (see also Unit 6, Group 12)
	54414	07	Equipment Operator 4 (see also Unit 6, Group 12)
14.	53320	05	Signal Electrician Assistant
	53322	07	Signal Electrician 1
	53323	08	Signal Electrician 2
	53324	09	Traffic Control Devices Technician
15.	30582	06	Vehicle Operator 2
	53821	05	Delivery Worker
	53841	03	Parking Facilities Attendant 1
	53842	04	Parking Facilities Attendant 2
	53851	08	Lottery Delivery Worker
	54431	06	Bookmobile Operator (see also Unit 9, Group ~~14~~**13**)
	54441	04	Vehicle Operator 1
	54442	06	Vehicle Operator 2
	54451	05	Ambulance Operator
16.	54211	06	Aircraft Attendant
	54221	11	Aircraft Maintenance Technician
17.	54461	31	Research Vessel Operator
18.	22551	07	Lock Area Technician
	53230	05	Bridge and Lock Tender
19.	52341	~~09~~**11**	Lab~~oratory~~ Machinist
	52351	08	Adaptive Equipment Technician
	53811	02	Laborer (see also Unit 6, Group 2)
	53813	04	Laborer Crew Leader
	53831	04	Mover 1
	53832	07	Mover 2

Classification Groupings - Bargaining Unit 7

1.	21111	29	Livestock Inspector
	~~21121~~	~~29~~	~~Grain Warehouse Examiner~~

	21122	30	~~Grain Warehouse Examiner Specialist~~ **Grain, Feed & Seed Examiner**
	~~21131~~	~~30~~	~~Feed, Fertilizer & Seed Inspector~~
	21141	29	Apiary Specialist
	21153	29	Seed Analyst
	21261	32	Grain Warehouse Financial Analyst
2.	21161	29	Plant Pest Control Specialist
	~~21171~~	~~30~~	~~Pesticide Control Specialist~~
	21172	**30**	**Pesticide/Fertilizer Inspector**
3.	21211	28	Egg Products Inspector
	21212	26	Poultry Products Inspector
	21221	29	Fruit and Vegetable Inspector
	~~31661~~	~~29~~	~~Fruit and Vegetable Inspector~~
4.	21231	30	Meat Inspector
	21233	31	Meat Inspection Specialist
	~~21241~~	~~30~~	~~Food Inspector~~
	~~21243~~	~~31~~	~~Food Inspection Coordinator~~
	21291	31	Food Safety Specialist 1
	21292	32	Food Safety Specialist 2
5.	21581	28	Amusement Ride and Game Inspector 1
	21582	29	Amusement Ride and Game Inspector 2
6.	21251	28	Weights and Measures Inspector 1
	21252	29	Weights and Measures Inspector 2
	21253	30	Weights and Measures Technologist
7.	21511	28	Cosmetology Examiner
	21512	29	Cosmetology Inspector
	21513	30	Cosmetology Inspector, Trainee & Evaluator
	21521	~~27~~**29**	Barber Inspector
8.	21531	31	Medical Board Compliance Officer
	21541	32	Medical Board Enforcement Investigator
	21561	33	Pharmacy Board Compliance Agent
	21591	32	Dental Board Enforcement Officer
	21621	**32**	**Nursing Board Enforcement Agent**
9.	23161	31	Hazardous Materials Investigation Specialist 1 (See also Unit 7, Group **11,** ~~31~~**29; Unit 13, Group 15**)
	23162	33	Hazardous Materials Investigation Specialist 2 (See also Unit 7, Group **11,** ~~31~~**29; Unit 13, Group 15**)
	23111	29	Motor Carrier Enforcement Inspector
10.	23121	30	Public Utilities Transportation Examiner
11.	23131	33	Water/Wastewater Service Quality Coordinator
	23161	31	Hazardous Materials Investigation Specialist 1 (see also Unit 7, Group **9,** ~~31~~**29; Unit 13, Group 15**)
	23162	33	Hazardous Materials Investigation Specialist 2 (see also Unit 7, Group **9,** ~~31~~**29; Unit 13, Group 15**)
	23171	33	Telephone Service Quality Coordinator
	23181	33	Public Utilities Gas Pipeline Safety Compliance Investigator
	23191	33	Public Utilities Electric Compliance Coordinator

	26251	30	Public Utilities Consumer Service Investigator (see also Unit 7, Group ~~29~~27)
12.	23311	29	Railroad Inspector 1
	23312	31	Railroad Inspector 2
	23313	32	Railroad Inspector 3
13.	24151	30	High Pressure Piping Inspector
14.	24120	30	Inspector
	24121	31	Boiler Inspector
	24123	31	Nuclear Boiler Inspector
15.	24130	30	Interim Electrical Inspector
	24131	30	Electrical Inspector
16.	24140	29	Elevator Inspector Trainee
	24141	32	Elevator Inspector
17.	24161	30	Plumbing Inspector 1
	24162	31	Plumbing Inspector 2
18.	24311	27	Stationary Load Limit Inspector
	24312	28	Portable Load Limit Inspector
	24321	30	Motor Vehicle Investigator (see also Unit 14, Group 18)
	24351	28	Motor Vehicle Inspector
19.	24331	28	Driver's License Examiner 1
	24332	29	Driver's License Examiner 2 (CDL)
	2433~~2~~3	29	Driver's License Examiner 2 (Lead Worker)
	24341	29	Customer Service Specialist 1
	24342	30	Customer Service Specialist 2
20.	24391	31	Industrial Inspector
	24411	29	Industrial Safety Inspector
	~~31793~~	~~31~~	~~Industrial Safety Specialist~~
21.	24421	28	Breath Alcohol Testing Inspector
	24431	28	Safety and Health Inspector 1
	24432	29	Safety and Health Inspector 2
	24433	30	Safety and Health Compliance Inspector
	24441	32	Safety and Health Coordinator
	24442	33	Safety and Health Consultant
	24471	30	Industrial Safety Hygienist 1 (see also Unit 7, Group 22)
	24472	31	Industrial Safety Hygienist 2 (see also Unit 7, Group 22)
	24473	33	Industrial Safety Hygienist 3 (see also Unit 7, Group 22)
	24474	34	Industrial Safety Hygienist 4 (see also Unit 7, Group 22)
	24481	28	Industrial Safety Consultant 1 (see also Unit 7, Group 22)
	24482	29	Industrial Safety Consultant 2 (see also Unit 7, Group 22)
	24483	31	Industrial Safety Consultant 3 (see also Unit 7, Group 22)
	24484	33	Industrial Safety Consultant Specialist (see also Unit 7, Group 22)
	24511	31	Ergonomist 1 (see also Unit 7, Group 22)
	24512	33	Ergonomist 2 (see also Unit 7, Group 22)
	24513	34	Ergonomist 3 (see also Unit 7, Group 22)
	26281	31	Wage & Hour Investigator
	31342	29	Safety and Health Inspector 2

	~~31793~~	~~31~~	~~Industrial Safety Specialist~~
22.	24471	30	Industrial Safety Hygienist 1 (see also Unit 7, Group 21)
	24472	31	Industrial Safety Hygienist 2 (see also Unit 7, Group
	24473	33	Industrial Safety Hygienist 3 (see also Unit 7, Group
	24474	34	Industrial Safety Hygienist 4 (see also Unit 7, Group
	24481	28	Industrial Safety Consultant 1 (see also Unit 7, Group 21)
	24482	29	Industrial Safety Consultant 2 (see also Unit 7, Group 21)
	24483	31	Industrial Safety Consultant 3 (see also Unit 7, Group 21)
	24484	33	Industrial Safety Consultant Specialist (see also Unit 7, Group 21)
	24511	31	Ergonomist 1 (see also Unit 7, Group 21)
	24512	33	Ergonomist 2 (see also Unit 7, Group 21)
	24513	34	Ergonomist 3 (see also Unit 7, Group 21)
	31784	34	Industrial Safety Hygienist 4
23.	24710	~~30~~31	Mine Rescue Operations Coordinator
	24711	31	Mine Safety Inspector 1
	24712	33	Mine Safety Inspector 2
~~25.~~24.	22931	30	Mineral Resources Inspector 1
	22932	31	Mineral Resources Inspector 2
	22933	32	Mineral Resources Inspector 3
~~26.~~25.	24911	27	Racing Inspector
~~27.~~26.	24921	30	Embalmer and Funeral Facility Inspector
~~28.~~	~~24941~~	~~30~~	~~Aviation Specialist 1~~
	~~24942~~	~~32~~	~~Aviation Specialist 2~~
~~29.~~27.	21311	31	Agriculture Enforcement Agent
	21681	32	Chiropractic Board Enforcement Investigator
	~~24951~~	~~32~~	~~BWC Fraud Investigator~~
	~~26261~~		
	24971	32	Engineers & Surveyors Enforcement Officer
	26121	30	Criminal Investigator 1
	26122	31	Criminal Investigator 2
	26181	27	Institutional Identification Officer
	26210	27	Investigator Assistant
	26211	30	Investigator
	26221	32	Ethics Commission Special Investigator
	26241	30	Consumers' Counsel Utility Investigator
	26251	30	Public Utilities Customer Service Investigator (see also Unit 7, Group 11)
	26291	32	Healthcare Investigator Specialist
~~30.~~28.	26271	30	Insurance Investigation Officer 1
	26272	32	Insurance Investigation Officer 2
	26273	33	Insurance Investigation Officer 3
	66771	30	Insurance Licensing Examiner
	67231	30	Insurance Complaint Analyst 1
	67232	31	Insurance Complaint Analyst 2
	67233	32	Insurance Complaint Analyst 3
~~31.~~29.	23161	31	Hazardous Materials Investigation Specialist 1 (See Also Unit 7, Group 9 11; **Unit 13, Group 15**)

	23162	33	Hazardous Materials Investigation Specialist 2 (See Also Unit 7, Group 9 11; **Unit 13, Group 15**)
	26231	30	Underground Storage Tank Inspector
	26511	28	Correctional Fire Fighter (see also Unit 3, Group 3)
	26521	30	Fire Safety Inspector
	26531	32	Arson Investigator
	26541	28	Fire Safety Educator 1 (see also Unit 14, Group 18)
	26542	29	Fire Safety Educator 2 (see also Unit 14, Group 18)
	26560	29	Fire Training Equipment Technician
	26561	30	Fire Training Officer 1 (see also Unit 14, Group 18)
	26562	31	Fire Training Officer 2 (see also Unit 14, Group 18)
	64921	31	Hazardous Materials Specialist (see also Unit 13, Group 15)
~~32.~~30.	52421	~~06~~07	Radio Technician 1
	52422	09	Radio Technician 2
	52423	10	Radio Technician Specialist
~~33.~~31.	52611	28	Broadcasting Engineer
	52621	09	Broadcast/Net ITV Coordinator
	52642	31	Audio/Visual Production Specialist (see also Unit 13, Group 17)
	52643	32	Videographer
~~34.~~32.	52631	06	Audio/Visual Repair Worker
	52641	07	Audio/Visual Specialist
~~35.~~33.	30562	06	Printing Machine Operator 2
	52711	07	Bindery Operator
	52721	08	Typesetting Technician
	52731	08	Printing Machine Operator
	52741	31	Printing Standards Analyst
	52751	08	Correctional Printing Machine Coordinator
	52760	29	Printing Coordinator (see also Unit 9, Group 12)
~~36.~~34.	54571	30	Steam Engineer Examiner
~~37.~~35.	31391	29	Case Control Reviewer
	69481	28	Social Services Licensing Specialist
~~38.~~36.	52661	31	Electronic Design Coordinator
	52662	32	Electronic Design Specialist
	82111	27	Graphic Artist
	82121	29	Layout Design Artist
	82122	29	Layout Design Coordinator
~~39.~~37.	82210	28	Photographer
	82212	**29**	**Photojournalist**
~~40.~~38.	82220	25	Photo Laboratory Assistant
	82221	26	Photograph Developer
~~41.~~39.	82311	28	Cartographer (see also Unit 7, Group 42)
	84111	25	Drafting Technician 1
	84112	27	Drafting Technician 2
	84113	28	Drafting Coordinator
	85821	30	Design Specialist 1 (see also Unit 7, Group ~~43~~41, ~~44~~42 and Unit 13, Group 22)

	85822	31	Design Specialist 2 (see also Unit 7, Group ~~43~~41, ~~44~~42 and Unit 13, Group 22)
	85823	33	Design Specialist 3 (see also Unit 7, Group ~~43~~41, ~~44~~42 and Unit 13, Group 22)
	85824	34	Design Specialist 4 (see also Unit 7, Group ~~43~~41, ~~44~~42 and Unit 13, Group 22)
	85831	31	Construction Project Specialist 1 (see also Unit 7, Group ~~43~~41, ~~44~~42 and Unit 13, Group 22)
	85833	32	Construction Project Specialist 2 (see also Unit 7, Group ~~43~~41, ~~44~~42 and Unit 13, Group 22)
	85834	33	Construction Project Specialist 3 (see also Unit 7, Group ~~43~~41, ~~44~~42 and Unit 13, Group 22)
	85835	34	Construction Project Specialist 4 (see also Unit 7, Group ~~43~~41, ~~44~~42 and Unit 13, Group 22)
	85851	31	Bridge Specialist 1 (see also Unit 7, Group ~~43~~41, ~~44~~42 and Unit 13, Group 22)
	85852	32	Bridge Specialist 2 (see also Unit 7, Group ~~43~~41, ~~44~~42 and Unit 13, Group 22)
	85871	31	Transportation Technical Specialist (see also Unit 7, Groups ~~43~~41 & ~~44~~42; Unit 13, Group 22)
	85873	32	Transportation Technician 1 (see also Unit 7, Groups ~~43~~41 & ~~44~~42; Unit 13, Group 22)
	85874	33	Transportation Technician 2 (see also Unit 7, Groups ~~43~~41 & ~~44~~42; Unit 13, Group 22)
	85875	34	Transportation Technician 3 (see also Unit 7, Groups~~43~~41 & ~~44~~42; Unit 13, Group 22)
~~42.~~40.	82311	28	Cartographer (see also Unit 7, Group ~~41~~39)
	82320	27	Photogrammetry Technician 1
	82321	28	Photogrammetry Technician 2
	82322	29	Photogrammetrist 1 (see also Unit 13, Group 18)
	82323	30	Photogrammetrist 2 (see also Unit 13, Group 18)
	82324	31	Photogrammetrist 3 (see also Unit 13, Group 18)
~~43.~~41.	84211	26	Survey Technician 1
	84212	28	Survey Technician 2
	84213	29	Survey Technician 3
	84330	25	Centrifuge Operator
	85560	30	Surveyor Trainee (see also Unit 13, Group 7)
	85821	30	Design Specialist 1 (see also Unit 7, Group ~~41~~39, ~~44~~42 and Unit 13, Group 22)
	85822	31	Design Specialist 2 (see also Unit 7, Group ~~41~~39, ~~44~~42 and Unit 13, Group 22)
	85823	33	Design Specialist 3 (see also Unit 7, Group ~~41~~39, ~~44~~42 and Unit 13, Group 22)
	85824	34	Design Specialist 4 (see also Unit 7, Group ~~41~~39, ~~44~~42 and Unit 13, Group 22)
	85831	31	Construction Project Specialist 1 (see also Unit 7, Group ~~41~~39, ~~44~~42 and

			Unit 13, Group 22)
	85833	32	Construction Project Specialist 2 (see also Unit 7, Group ~~41~~39, ~~44~~42 and Unit13, Group 22)
	85834	33	Construction Project Specialist 3 (see also Unit 7, Group ~~41~~39, ~~44~~42 and Unit 3, Group 22)
	85835	34	Construction Project Specialist 4 (see also Unit 7, Group ~~41~~39, ~~44~~42 and Unit 13, Group 22)
	85851	31	Bridge Specialist 1 (see also Unit 7, Group ~~41~~39, ~~44~~42 and Unit 13, Group 22)
	85852	32	Bridge Specialist 2 (see also Unit 7, Group ~~41~~39, ~~44~~42 and Unit 13, Group 22)
	85871	31	Transportation Technical Specialist (see also Unit 7, Group ~~41~~39, ~~44~~42 and Unit 13, Group 22)
	85872	32	Transportation Technician 1 (see also Unit 7, Group ~~41~~39 & ~~44~~42 and Unit 13, Group 22)
	85874	33	Transportation Technician 2 (see also Unit 7, Groups ~~41~~39 & ~~44~~42; Unit 13, Group 22)
	85875	34	Transportation Technician 3 (see also Unit 7, Groups ~~41~~39 & ~~44~~424; Unit 13, Group 22)
~~44.~~42.	31561	26	Project Inspector 1
	31562	26	Project Inspector 2
	31563	**29**	**Project Inspector 3**
	84321	26	Materials Controller 1
	84322	27	Materials Controller 2
	84323	29	Materials Controller 3
	84331	26	Bituminous Plant Inspector
	84334	28	Bituminous Plant Coordinator
	84341	30	State Architect's Office Field Inspector
	84351	27	Project Inspector 1
	84352	30	Project Inspector 2
	85821	30	Design Specialist 1 (see also Unit 7, Group 39, 41~~, 43~~ and Unit 13, Group 22)
	85822	31	Design Specialist 2 (see also Unit 7, Group 39, 41~~, 43~~ and Unit 13, Group 22)
	85823	33	Design Specialist 3 (see also Unit 7, Group 39, 41~~, 43~~ and Unit 13, Group 22)
	85824	34	Design Specialist 4 (see also Unit 7, Group 39, 41~~, 43~~ and Unit 13, Group 22)
	85831	31	Construction Project Specialist 1 (see also Unit 7, Group 39, 41~~, 43~~ and Unit 13, Group 22)
	85833	32	Construction Project Specialist 2 (see also Unit 7, Group 39, 41~~, 43~~ and Unit 13, Group 22)
	85834	33	Construction Project Specialist 3 (see also Unit 7, Group 39, 41~~, 43~~ and Unit 13, Group 22)
	85835	34	Construction Project Specialist 4 (see also Unit 7, Group 39, 41~~, 43~~ and Unit 13, Group 22)

	85851	31	Bridge Specialist 1 (see also Unit 7, Group **39,** 41~~, 43~~ and Unit 13, Group 22)
	85852	32	Bridge Specialist 2 (see also Unit 7, Group **39,** 41~~, 43~~ and Unit 13, Group 22)
	85871	31	Transportation Technical Specialist (see also Unit 7, Groups **39 &** 41~~43~~; Unit 13, Group 22)
	85873	32	Transportation Technician 1 (see also Unit 7, Groups **39 &** 41~~43~~; Unit 13, Group 22)
	85874	33	Transportation Technician 2 (see also Unit 7, Groups **39 &** 41~~43~~; Unit 13, Group 22)
	85875	34	Transportation Technician 3 (see also Unit 7, Groups **39 &** 41~~43~~; Unit 13, Group 22)
~~45.~~**43.**	84411	29	Electronic Technician 1
~~46.~~**44.**	84611	27	Environmental Technician
	84651	29	Automobile Emissions Inspector
	85861	31	Environmental Specialist 1 (see also Unit 13, Group 15)
	85862	32	Environmental Specialist 2 (see also Unit 13, Group 15)
	85863	33	Environmental Specialist 3 (see also Unit 13, Group 15)
	85864	34	Environmental Specialist 4 (see also Unit 13, Group 15)
~~47.~~**45.**	24461	30	Radiation Safety Officer 1
	24462	31	Radiation Safety Officer 2
	84421	29	Radiological Instrument Technician 1
	84422	30	Radiological Instrument Technician 2
	84423	31	Radiological Instrument Technician 3
	84631	32	Radiological Analyst
	84641	30	Health Physicist 1 (See also Unit 13, Group 21)
	84642	31	Health Physicist 2 (see also Unit 13, Group 21)
	84643	33	Health Physicist 3 (see also Unit 13, Group 21)
~~48.~~**46.**	83250	27	Medical Laboratory Technician (see also Unit 4, Group 5)
	86110	02	Laboratory Assistant
	86111	24	Laboratory Technician 1
	86112	27	Laboratory Technician 2
	86113	27	Laboratory Technologist
	86161	28	Veterinary Pathology Assistant (see also Unit 13, Group 9)
~~49.~~**47.**	83811	31	Soils Resource Specialist (see also Unit 13, Group 13)
	83820	28	Geology Technician
~~50.~~**48.**	24111	30	Building Inspector
~~51.~~**49.**	26591	~~06~~**07**	Fire Fighter
	26592	~~07~~**08**	Lieutenant Fire Fighter
50.	**53771**	**06**	**Highway Technician 1**
	53772	**07**	**Highway Technician 2**
	53773	**08**	**Highway Technician 3**
	53774	**09**	**Highway Technician 4**
	53775	**10**	**Highway Technician 5**

~~**Classification Groupings – Bargaining Unit 8**~~

~~1.~~ ~~64581~~ ~~30~~ ~~Lottery **Ticket** Sales Representative 1~~
~~64582~~ ~~31~~ ~~Lottery **Ticket** Sales Representative 2~~
~~2.~~ ~~64561~~ ~~29~~ ~~Penal Industry Sales Representative~~

Classification Groupings – Bargaining Unit 9

1.	12111	03	Clerk 1
	12112	04	Clerk 2
	12113	26	Clerk 3
	12121	27	Statistics Clerk
	12131	04	Telephone Operator 1
	12132	25	Telephone Operator 2
	12411	27	Medical Records Document Specialist
	12441	27	State Records Technician 1 (see also Unit 14, Group 16)
	12442	28	State Records Technician 2 (see also Unit 14, Group 16)
	12511	25	Office Assistant 1
	12512	26	Office Assistant 2
	12513	27	Office Assistant 3
	12551	27	Secretary
	12611	26	Word Processing Specialist 1
	12612	27	Word Processing Specialist 2
	12621	**27**	**Medical Word Processing Transcriptionist**
	12711	04	Hearings Bailiff
	12721	28	Document Delivery Technician
	12731	~~03~~**04**	Mail Clerk/Messenger
	12732	**05**	**Mail Clerk/Screener**
	16521	30	State Payroll Specialist 1 (See also Unit 14, Group ~~3~~ **4**)
	16522	31	State Payroll Specialist 2 (See also Unit 14, Group ~~3~~ **4**)
	16851	29	Customer Service Associate (See also Unit 9, Group 14)
	22611	03	Natural Resource Worker (see also Unit 6, Group 2)
	26941	26	Watercraft Records Specialist 1
	26942	28	Watercraft Records Specialist 2
	26951	28	Watercraft Registration Agent 1 (see also Unit 9, Group 4)
	26952	29	Watercraft Registration Agent 2 (see also Unit 9, Group 4)
	30001	26	Clerical Technician
	30113	25	Clerical Specialist
	30931	26	Statistics Clerk
	30962	27	Word Processing Specialist 2
	31171	28	Administrative Secretary 1
	63141	26	Forms Control Specialist
	63821	27	Hearing Assistant (see also Unit 14, Group 13)
	64371	25	Travel Counselor 1 (see also Unit 9, Group ~~14~~**13**)
	64372	26	Travel Counselor 2 (see also Unit 9, Group ~~14~~**13**)
	64620	26	Personnel Aide (see also Unit 9, Group ~~14~~**13**)

	64641	26	Test Monitor
	66931	27	Nosologist
2.	12431	04	Salvage Machine Operator (see also Unit 9, Group ~~12~~11; Unit 9, Group ~~15~~14)
	14711	03	Stores Clerk
	14721	04	Mechanical Stores Clerk
	14731	04	Chemical Stores Clerk
	14741	25	Storekeeper 1
	14742	27	Storekeeper 2
	14751	**08**	**Dock Coordinator**
	30811	25	Storekeeper 1
	30812	27	Storekeeper 2
	64520	26	Purchasing Assistant
	64551	26	Inventory Control Specialist 1
3.	14211	04	Commissary Worker 1 (see also Unit 5, Group 4)
	14212	06	Commissary Worker 2 (see also Unit 5, Group 4)
	16111	05	Cashier (see also Unit 5, Group 4)
	16211	01	Museum Associate 1
	16212	03	Museum Associate 2
4.	16511	26	Account Clerk 1
	16512	27	Account Clerk 2
	16513	28	Account Clerk 3
	26951	28	Watercraft Registration Agent 1 (see also Unit 9, Group 1)
	26952	29	Watercraft Registration Agent 2 (see also Unit 9, Group 1)
	30822	26	Account Clerk 2
5.	12311	27	Data Storage Technician 1
	12312	28	Data Storage Technician 2
	12321	04	Data Processor 1
	12322	25	Data Processor 2
	12323	26	Data Processor 3
	12331	04	Data Entry Operator 1
	12332	25	Data Entry Operator 2
	12333	26	Data Entry Operator 3
	12341	24	Data Librarian 1
	12342	25	Data Librarian 2
	12343	26	Data Librarian 3
	12351	25	Data Control Technician 1
	12352	26	Data Control Technician 2
	12353	27	Data Control Technician 3
	12361	24	Data Technician 1
	12362	25	Data Technician 2
	12370	25	Computer Operator 1
	12371	26	Computer Operator 2
	12372	28	Computer Operator 3
	12373	29	Computer Operator 4
	12374	30	Computer Operations Analyst

	12821	28	Data Systems Scheduler 1
	12822	29	Data Systems Scheduler 2
	12823	31	Data Systems Scheduler 3
	12824	32	Data Systems Scheduler 4
	26941	26	Watercraft Records Specialist 1
	26942	28	Watercraft Records Specialist 2
	30403	25	Data Entry Operator 3
	31011	27	Computer Operator 1
	31012	28	Computer Operator 2
6.	31352	28	Technical Writer 2
	84361	26	Technical Writer 1
	84362	28	Technical Writer 2
	84371	26	Engineering Clerk
7.	84381	25	Traffic Technician 1
	84382	26	Traffic Technician 2
	84391	27	Traffic Analyst
8.	16720	28	Workers' Compensation Claims Assistant
	16721	29	Workers' Compensation Medical Claims Specialist
	16722	30	Workers' Compensation Claims Specialist
	16740	25	Unemployment Claims Examiner 1
	16741	26	Unemployment Claims Examiner 2
	16742	27	Unemployment Claims Examiner 3
	16743	28	Unemployment Claims Fraud Examiner
	16744	29	Unemployment Claims Examiner 4
	16745	30	Unemployment Claims Specialist 1
	16746	31	Unemployment Claims Specialist 2
	16781	29	Auto Liability Claims Specialist 1
	16782	30	Auto Liability Claims Specialist 2
	16791	26	Claims Examiner 1
	16792	27	Claims Examiner 2
	16793	28	Claims Examiner 3
	16794	29	Claims Examiner 4
	16795	30	Claims Examiner Specialist
	16841	27	Certification/Licensure Examiner 1
	16842	28	Certification/Licensure Examiner 2
	26261	32	BWC Fraud Investigator
	26262	**33**	**BWC Fraud Analyst**
	30864	30	Examiner 4
	30972	29	Accountant 2 (see also Unit 14, Group 12)
	33292	29	Workers' Compensation Claims Representative 2
	33293	30	Workers' Compensation Claims Representative 3
	33294	31	Workers' Compensation Claims Representative 4
	33411	29	BWC Customer Service Representative
	~~63351~~	~~32~~	~~Technical Medical Liaison (see also Unit 14, Group 23)~~
	63521	28	BWC Employer Services Representative
	64210	27	Employment Services Interviewer

	64211	28	Employment Services Representative
	64212	28	Employment Services Counselor
	64220	28	Veterans Employment Representative
	64221	28	Disabled Veterans Outreach Specialist
	64281	29	Customer Service Representative
	64282	29	Customer Service Disabled Outreach Specialist
	64283	29	Customer Service Veterans Employment Representative
	64284	30	Customer Service Specialist
	64451	28	BWC Customer Service Representative
	66111	26	Accountant/Examiner 1 (see also Unit 14, Group 12)
	66112	28	Accountant/Examiner 2 (see also Unit 14, Group 12)
	66113	30	Accountant/Examiner 3 (see also Unit 14, Group 12)
	66114	31	Accountant/Examiner 4 (see also Unit 14, Group 12)
	66391	31	Account Executive
	66441	30	Unclaimed Funds Auditor 1 (see also Unit 14, Group 12)
	66442	31	Unclaimed Funds Auditor 2 (see also Unit 14, Group 12)
	66443	32	Unclaimed Funds Auditor 3 (see also Unit 14, Group 12)
	66444	33	Unclaimed Funds Auditor 4 (see also Unit 14, Group 12)
	66451	30	Consumer Finance Examiner 1 (see also Unit 14, Group 12)
	66452	31	Consumer Finance Examiner 2 (see also Unit 14, Group 12)
	66453	33	Consumer Finance Examiner 3 (see also Unit 14, Group 12)
	66454	34	Consumer Finance Examiner 4 (see also Unit 14, Group 12)
	66121	26	Unemployment Contribution Examiner 1
	66122	27	Unemployment Contribution Examiner 2
	66123	28	Unemployment Contribution Examiner 3
	66124	30	Unemployment Contribution Examiner 4
	66125	31	Unemployment Contribution Examiner 5
	66131	31	Unemployment Compensation Compliance Auditor 1 (see also Unit 14, Group 12)
	~~66191~~	~~31~~	~~Provider Reimbursement Analyst 1~~
	~~66192~~	~~32~~	~~Provider Reimbursement Analyst 2~~
	66221	27	State Accountant Examiner
	66421	30	Internal EDP Auditor 1 (see also Unit 14, Group 12)
	66422	~~31~~**34**	Internal EDP Auditor 2 (see also Unit 14, Group 12)
	66431	31	Workers' Compensation External Auditor
	66441	**30**	**Unclaimed Funds Auditor 1 (see also Unit 14, Group 12)**
	66442	**31**	**Unclaimed Funds Auditor 2 (see also Unit 14, Group 12)**
	66443	**32**	**Unclaimed Funds Auditor 3 (see also Unit 14, Group 12)**
	66444	**33**	**Unclaimed Funds Auditor 4 (see also Unit 14, Group 12)**
	66451	**30**	**Consumer Finance Examiner 1 (see also Unit 14, Group 12)**
	66452	**31**	**Consumer Finance Examiner 2 (see also Unit 14, Group 12)**
	66453	**33**	**Consumer Finance Examiner 3 (see also Unit 14, Group 12)**
	66454	**34**	**Consumer Finance Examiner 4 (see also Unit 14, Group 12)**
9.	64222	31	~~OBES~~ **ODJFS** Program Monitor
	64223	31	Employment Services Manpower Representative
	64224	31	Employment Services Coordinator

10.	16771	28	Disability Insurance Claims Examiner
	16773	30	Disability Insurance Claims Specialist
~~12.~~**11.**	12421	25	Reproduction Equipment Operator 1
	12422	27	Reproduction Equipment Operator 2
	12431	04	Salvage Machine Operator (see also Unit 9, Group ~~2~~**14**; Unit 9, Group 15)
	~~30202~~	~~04~~	~~Office Machine Operator 2~~
	30342	**25**	**Accounting Machine Operator 2**
	52760	29	Printing Coordinator (see also Unit 7, Group 35)
~~13.~~**12.**	52431	06	Radio Operator
	52441	05	Radio Dispatcher
	52521	**28**	**Telecommunications Operator 1**
	52522	**29**	**Telecommunications Operator 2**
~~14.~~**13.**	16731	28	Provider Relations Representative 1
	16732	30	Provider Relations Representative 2
	16851	29	Customer Service Associate (See also Unit 9, Group 1)
	17211	27	Supplemental Income Claims Processor
	17221	28	Health Financial Resource Specialist
	18311	25	Library Assistant 1
	18312	27	Library Assistant 2
	18313	27	Library Associate
	31091	27	Permit Technician 1
	52411	08	Telecommunications Technician 1
	52412	10	Telecommunications Technician 2
	52413	11	Telecommunications Technician Coordinator
	52481	09	Telecommunications Network Operator 1 (see also Unit 14, Group 3b)
	52482	11	Telecommunications Network Operator 2 (see also Unit 14, Group 3b)
	52483	12	Telecommunications Network Operator 3 (see also Unit 14, Group 3b)
	52490	30	Telecommunications Service Request Coordinator (see also Unit 14, Group 3)
	52491	34	Telecommunications Analyst 1 (see also Unit 14, Group 3b)
	52492	35	Telecommunications Analyst 2 (see also Unit 14, Group 3b)
	54431	06	Bookmobile Operator (see also Unit 6, Group 15)
	64341	04	Tour Guide
	64343	26	Tour Coordinator
	64371	25	Travel Counselor 1 (see also Unit 9, Group 1)
	64372	26	Travel Counselor 2 (see also Unit 9, Group 1)
	64431	27	Customer Service Assistant 1
	64432	28	Customer Service Assistant 2
	64433	29	Customer Service Assistant 3
	64481	28	Benefits Customer Service Representative

	64620	26	Personnel Aide (see also Unit 9, Group 1)
	64681	27	Employee Benefits Coordinator 1
	64682	29	Employee Benefits Coordinator 2
	66752	29	Safety Responsibility Evaluator 2
	66761	30	Traffic Safety Specialist (see also Unit 14, Group 21)
	84571	26	Permit Technician 1
	84572	30	Permit Technician 2
	67231	30	Insurance Complaint Analyst 1
	67232	31	Insurance Complaint Analyst 2
	67233	32	Insurance Complaint Analyst 3
~~15.~~**14.**	12431	09	Salvage Machine Operator (see also Unit 9, Group 12, Unit 9, Group 2)

Classification Groupings - Bargaining Unit 13

1.	22212	27	Wildlife Area Technician
	22213	28	Wildlife Area Coordinator
	22851	30	Wildlife Management ~~Associate~~ **Consultant**
2.	21181	32	Plant Pathologist
	22271	30	Fisheries Biologist 1
	22272	31	Fisheries Biologist 2
	22280	28	Wildlife Research Technician (see also Unit 6, Group 2)
	22281	30	Wildlife Biologist 1
	22282	31	Wildlife Biologist 2
	83271	28	Biologist
3.	22221	27	Fish Management Technician (see also Unit 6, Group 2)
	22222	29	Fish Management Unit Leader
	22232	29	Fish Hatchery Coordinator (see also Unit 6, Group 2)
	22241	05	Net Constructor (see also Unit 6, Group 2)
	22242	07	Net Construction Specialist (see also Unit 6,Group 2)
4.	22321	28	Forestry Technician
	22322	32	Forester
	~~22330~~	~~29~~	~~Assistant Forest Manager~~
	22351	27	Nursery Technician
	22540	26	Naturalist Aide
	22541	28	Naturalist
	22861	28	Scenic River Aide
	22862	30	Scenic River Coordinator
5.	83451	28	Ecological Analyst 1
	83452	30	Ecological Analyst 2
6.	85411	34	Planning Engineer 1
	85420	30	Design Engineer Intern
	85421	31	Design Engineer 1
	85422	32	Design Engineer 2
	85823	33	Design Specialist 3
	85621	33	Field Engineer

	85640	31	Transportation Engineer Intern (see also Unit 13, Group 15)
	85641	32	Transportation Engineer 1 (see also Unit 13, Group 15)
	85642	33	Transportation Engineer 2 (see also Unit 13, Group 15)
7.	85560	30	Surveyor Trainee (see also Unit 7, Group 43)
	85561	32	Surveyor
8.	65731	32	Sanitarian Program Specialist 1
	65732	33	Sanitarian Program Specialist 2
9.	65911	33	Veterinarian Specialist
	86161	28	Veterinarian Pathology Assistant (see also Unit 7, Group 48)
10.	66361	35	Energy Specialist
	66951	33	Utility Specialist 1
	66952	34	Utility Specialist 2
	66953	35	Utility Specialist 3
11.	83211	29	Microbiologist 1
	83212	31	Microbiologist 2
	83213	32	Microbiologist Coordinator
12.	65921	36	Veterinary Toxicologist
	65931	36	Veterinary Pathologist
	65951	31	Histotechnologist
	66951	33	Utility Specialist 1
	66952	34	Utility Specialist 2
	66953	35	Utility Specialist 3
	83221	29	Chemist 1
	83222	30	Chemist 2
	83223	31	Chemist 3
	83224	32	Chemist 4
	83251	30	Medical Laboratory Technologist 1
	83252	31	Medical Laboratory Technologist 2
	86141	~~32~~33	Criminalist
	86151	31	Liquor Control Chemist
13.	83811	31	Soils Resource Specialist (see also Unit 7, Group 49)
	83821	29	Geologist 1
	83822	31	Geologist 2
	83823	32	Geologist 3
	83824	33	Geologist 4
14.	85110	30	Designer 1
	85111	32	Designer 2
	85113	34	Architect
	85211	34	Plans Examiner
15.	23161	31	Hazardous Materials Investigation Specialist 1 (See also Unit 7, Group 9, 11 & 29 ~~31~~)
	23162	33	Hazardous Materials Investigation Specialist 2 (See Also Unit 7, Group 9, 11 & 29~~31~~)
	64921	31	Hazardous Materials Specialist (see also Unit 7, Group 29~~31~~)
	85640	30	Transportation Engineer Intern (see also Unit 13, Group 6)
	85641	31	Transportation Engineer 1 (see also Unit 13, Group 6)

	85642	32	Transportation Engineer 2 (see also Unit 13, Group 6)
	85712	32	Environmental Engineer 2
	85721	32	Air Quality Engineer 1
	85861	31	Environmental Specialist 1 (see also Unit 7, Group **44**~~46~~)
	85862	32	Environmental Specialist 2 (see also Unit 7, Group **44**~~46~~)
	85863	33	Environmental Specialist 3 (see also Unit 7, Group **44**~~46~~)
	85864	34	Environmental Specialist 4 (see also Unit 7, Group **44**~~46~~)
16.	83831	27	Horticulturist 1
	83832	28	Horticulturist 2
	85740	31	Natural Resources Engineer Intern
	85741	32	Natural Resources Engineer 1
	85742	33	Natural Resources Engineer 2
	85910	28	Landscape Architect Aide
	85911	31	Landscape Architect 1
	85912	32	Landscape Architect 2
17.	52642	31	Audio/Visual Production Specialist (see also Unit 7, Group **31**~~33~~)
18.	82322	29	Photogrammetrist 1 (see also Unit 7, Group **40**~~42~~)
	82323	30	Photogrammetrist 2 (see also Unit 7 Group **40**~~42~~)
	82324	31	Photogrammetrist 3 (see also Unit 7, Group **40**~~42~~)
19.	63281	30	Facilities Planner (see also Unit 14, Group 21)
20.	85311	28	Planner 1
	85312	30	Planner 2
	85313	32	Planner 3
	85851	31	Bridge Specialist 1 (see also Unit 7, Group **39,** 41, **42**~~43, 44~~ and Unit 13, Group 22)
	85852	32	Bridge Specialist 2 (see also Unit 7, Group **39, 41, 42**~~44~~ and Unit 13, Group 22)
21.	83231	29	Entomologist
	83261	32	Public Health Entomologist
	84641	30	Health Physicist 1 (See Also Unit 7, Group **45**~~47~~)
	84642	31	Health Physicist 2 (see also Unit 7, Group **45**~~47~~)
	84643	33	Health Physicist 3 (see also Unit 7, Group **45**~~47~~)
22.	85821	30	Design Specialist 1 (see also Unit 7, Group **39,** 41 and **42**~~43, 44~~)
	85822	31	Design Specialist 2 (see also Unit 7, Group **39,** 41 and **42**~~43, 44~~)
	85823	33	Design Specialist 3 (see also Unit 7, Group **39,** 41 and **42**~~43, 44~~)
	85824	34	Design Specialist 4 (see also Unit 7, Group **39,** 41 and **42**~~43, 44~~)
	85831	31	Construction Project Specialist 1 (see also Unit 7, Group **39,** 41 **& 42**~~43, 44~~)
	85833	32	Construction Project Specialist 2 (see also Unit 7, Group **39,** 41 **& 42**~~43, 44~~)
	85834	33	Construction Project Specialist 3 (see also Unit 7, Group **39,** 41 **& 42**~~43, 44~~)
	85835	34	Construction Project Specialist 4 (see also Unit 7, Group **39,** 41 **& 42**~~43, 44~~)
	85851	31	Bridge Specialist 1 (see also Unit 7, Group **39,** 41, **42**~~43, 44~~, Unit 13, Group 20)

	85852	32	Bridge Specialist 2 (see also Unit 7, Group **39,** 41, **42**~~43, 44~~, Unit 13, Group 20)
	85871	31	Transportation Technical Specialist (see also Unit 7, Groups **39,** 41 **&** **42**~~43, 44~~)
	85873	32	Transportation Technician 1 (see also Unit 7, Groups **39,** 41 **& 42**~~43, 44~~)
	85874	33	Transportation Technician 2 (see also Unit 7, Groups **39,** 41 **& 42**~~43, 44~~)
	85875	34	Transportation Technician 3 (see also Unit 7, Groups **39,** 41 **& 42**~~43, 44~~)
23.	65761	29	Epidemiology Investigator 1
	65762	32	Epidemiology Investigator 2
	65763	33	Epidemiology Investigator 3

Classification Groupings - Bargaining Unit 14

The following represents the parties' agreement to alter Groups 1, 2, 3 and 4 in Unit 14. The parties agree that the letter designation in Group 3 represent an individual group, e.g. Group 3(a) is a separate and independent same or similar grouping.

1.	12380	32	Data Security Specialist
	12381	34	Data Security Analyst 1
	12382	35	Data Security Analyst 2
	67121	34	Business Continuity Analyst 1
	67122	35	Business Continuity Analyst 2
2.	22191	30	Wildlife Communications Specialist
	22192	31	Wildlife Communications Coordinator
	63151	28	Publication Specialist 1
	63152	30	Publication Specialist 2
	64411	27	Information Writer 1
	64412	29	Information Writer 2
	64413	31	Publications Editor
	64420	30	Public Information Specialist
	64461	**31**	**Environmental Public Information Officer**
3. (a)	12391	28	Data Systems Coordinator 1
	12392	29	Data Systems Coordinator 2
	31421	29	Data Systems Coordinator 1
	31422	30	Data Systems Coordinator 2
	67411	**33**	**Forensic Computer Specialist 1**
	67412	**34**	**Forensic Computer Specialist 2**
	64111	30	Programmer/Analyst 1
	64112	32	Programmer/Analyst 2
	64113	33	Programmer/Analyst 3
	64114	34	Programmer/Analyst 4
	64115	35	Programmer/Analyst 5
	64121	34	Systems Analyst 1
	64122	35	Systems Analyst 2
	64123	36	Systems Analyst 3
	64141	32	Programmer Specialist 1 (See also Unit 14, Group 3c, Network

			Administrator 1 only)
	64142	33	Programmer Specialist 2 (See also Unit 14, Group 3c, Network Administrator 1 or 2 only)
	64151	32	Data Base Analyst 1
	64152	33	Data Base Analyst 2
	64153	34	Data Base Analyst 3
	64154	35	Data Base Analyst 4
	64155	36	Data Base Analyst 5
	64161	35	Information Technology Consultant 1
	64162	36	Information Technology Consultant 2
	64191	33	Systems Programmer 1
	64192	34	Systems Programmer 2
	64193	35	Systems Programmer 3
	64194	36	Systems Programmer 4
3. (b)	52481	09	Telecommunications Network Operator 1 (See also Unit 9, Group **13**~~14~~)
	52482	11	Telecommunications Network Operator 2 (See also Unit 9, Group **13**~~14~~)
	52483	12	Telecommunications Network Operator 3 (See also Unit 9, Group **13**~~14~~)
	52490	30	Telecommunications Service Request Coordinator (See also Unit 9, Group **13**~~14~~)
	52491	34	Telecommunications Analyst 1 (See also Unit 9, Group **13**~~14~~)
	52492	35	Telecommunications Analyst 2 (See also Unit 9, Group **13**~~14~~)
	66511	31	Telecommunications Billing Analyst
	67111	33	Telecommunications Systems Analyst 1
	67112	34	Telecommunications Systems Analyst 2
	67113	35	Telecommunications Systems Analyst 3
	67141	**31**	**IT Quality Control Analyst 1**
	67142	**32**	**IT Quality Control Analyst 2**
	85671	29	GIMS Technician 1
	85672	30	GIMS Technician 2
	85771	30	GIMS Specialist 1
	85772	32	GIMS Specialist 2
3. (c)	64181	31	Minicomputer Operations Technician (See also Unit 14, Group 3a)
	64182	33	Minicomputer Systems Programmer (See also Unit 14, Group 3a)
	67131	32	Network Administrator 1 (See also Unit 14, Group 3a)
	67132	33	Network Administrator 2 (See also Unit 14, Group 3a)
	67133	34	Network Administrator 3 (See also Unit 14, Group 3a)
	67191	32	Network Services Technician 1
	67192	33	Network Services Technician 2
	67193	34	Network Services Technician 3
	67194	35	Network Services Technician 4
	67195	36	Network Services Technician 5
3.	31721	30	Security Specialist (See also Unit 3, Group 4)

(d)

	46131	26	Lottery Game Security Specialist (See also Unit 3, Group 4)
4.	64171	34	Computer Acquisition Analyst 1
	64172	35	Computer Acquisition Analyst 2
	64173	36	Computer Acquisition Analyst 3
	64521	28	Purchasing Specialist
	64522	28	Purchasing Agent
	64523	30	Purchasing Coordinator
	64530	27	State Purchasing Assistant
	64531	28	State Purchasing Specialist
	64532	31	State Purchasing Procurement Coordinator
	64533	32	State Purchasing Procurement Support Analyst
	64534	32	State Purchasing Standards Analyst
	64541	~~31~~**33**	State Procurement Analyst (See also Unit 14, Group 10)
	64552	28	Inventory Control Specialist 2
	64571	30	Business Enterprise Specialist
	64574	31	Business Enterprise Program Coordinator
5.	31362	31	Training Officer 2
	53221	**32**	**Regional Equipment Training Specialist**
	64651	28	Trainer
	64652	31	Training Officer
6.	84511	27	Appraiser 1
	84512	29	Appraiser 2
	84513	30	Appraiser 3
	84514	31	Appraisal Specialist
	84521	28	Realty Specialist 1 (see also Unit 14, Group 7)
	84522	30	Realty Specialist 2 (see also Unit 14, Group 7)
	84523	31	Realty Specialist 3 (see also Unit 14, Group 7)
	84541	28	Real Property Tax Appraiser 1 (See also Unit 14, Group 7)
	84542	30	Real Property Tax Appraiser 2 (See also Unit 14, Group 7)
	84543	32	Real Property Tax Appraiser 3 (See also Unit 14, Group 7)
7.	66551	30	Contract Evaluator/Negotiator (see also Unit 14, Group 21)
	84521	28	Realty Specialist 1 (see also Unit 14, Group 6)
	84522	30	Realty Specialist 2 (see also Unit 14, Group 6)
	84523	31	Realty Specialist 3 (see also Unit 14, Group 6)
	84531	28	Property Management Specialist
	84541	28	Real Property Tax Appraiser 1 (See Also Unit 14, Group 6)
	84542	30	Real Property Tax Appraiser 2 (See Also Unit 14, Group 6)
	84543	32	Real Property Tax Appraiser 3 (See Also Unit 14, Group 6)
	84551	27	Title Agent
	84561	27	Property Agent
	84563	29	Property Agent Coordinator
	84581	29	Utilities Relocation Technician 1
	84582	30	Utilities Relocation Technician 2
	84583	31	Utilities Relocation Technician 3
	84591	30	Real Estate Disposition Coordinator

	84592	31	Real Estate Specialist
8.	84711	27	Road Inventory Specialist 1
	84712	28	Road Inventory Specialist 2
9.	63711	33	Parole Board Hearing Officer
	63810	27	Paralegal/Legal Assistant 1
	63811	29	Paralegal/Legal Assistant 2
	63831	31	Hearing Officer
	63840	28	Legal Intern
	63841	30	Law Clerk
	63842	31	Attorney 1
	63843	32	Attorney 2
	63844	33	Attorney 3
	63881	34	Utilities Attorney Examiner 1
	63882	35	Utilities Attorney Examiner 2
	63891	34	Utility Attorney
	63921	34	Industrial Commission District Hearing Officer 1
	63922	35	Industrial Commission District Hearing Officer 2
	63923	36	Industrial Commission Staff Hearing Officer 1
	63950	32	UC Administrative Lay Hearing Officer
	63951	34	UC Administrative Hearing Officer Trainee
	63971	32	~~Human Services~~ **ODJFS** Hearing Officer 1
	63972	33	~~Human Services~~ **ODJFS** Hearing Officer 2
	63981	34	BWC Attorney 1
	63982	35	BWC Attorney 2
10.	30351	32	Management Analyst 3 (Non-Exempt)
	31863	32	Researcher 3
	63111	29	Forms Analyst 1
	63112	30	Forms Analyst 2
	63211	30	Management Analyst
	64381	32	International Commercial Officer
	64391	32	Marketing Development Analyst
	64491	30	Domestic Commercial Officer
	64541	~~31~~**33**	State Procurement Analyst (see also Unit 14, Group 4)
	64591	32	WIC Vendor Specialist
	65250	30	Benefits Management Representative (see also Unit 14, Group 13)
	65261	32	Social Sciences Research Analyst
	65262	33	Social Sciences Research Specialist
	66321	31	Economist
	66331	28	Labor Market Analyst 1
	66332	30	Labor Market Analyst 2
	66333	31	Labor Market Analyst 3
	66340	27	Market Reporter
	66350	32	Assistant Foreign Office Manager
	66371	32	Environmental Economist
	66381	32	Community Development Analyst
	66911	29	Statistician 1

	66912	30	Statistician 2
	66921	28	Researcher 1
	66922	30	Researcher 2
	66923	32	Researcher 3
	66971	~~30~~**29**	Energy ~~Research~~ Analyst 1
	66972	32	Energy ~~Research~~ Analyst 2
	66973	33	Energy ~~Research Planner~~ **Program Developer**
	66981	32	Demographer
	69471	32	~~ODHS~~ **ODJFS** Case Management Analyst
11.	31772	31	EEO Contract Compliance Officer 2
	63481	33	Civil Rights Alternative Dispute Resolution Mediator
	69111	29	Civil Rights Investigator 1
	69112	31	Civil Rights Investigator 2
	69121	29	Civil Rights Specialist
	69123	30	Civil Rights Compliance Coordinator
	69131	27	EEO Technician
	69132	30	EEO Officer
	69150	28	Minority Business Officer
	69151	28	Minority Business Coordinator
	69160	28	EEO Contract Technician
	69161	30	EEO Contract Officer
	69162	31	EEO Contract Coordinator
	69163	**32**	**EEO Contract Specialist**
	69171	29	EEO Enforcement Officer
	69191	30	Minority Procurement Analyst 1
	69192	32	Minority Procurement Analyst 2
	69193	32	Minority Procurement Coordinator
12.	16521	30	State Payroll Specialist 1 (see also Unit 9, Group 1)
	16522	31	State Payroll Specialist 2 (see also Unit 9, Group 1)
	30972	28	Accountant 2 (see also Unit 9, Group 8)
	31475	34	Financial Institution Examiner Specialist
	33311	33	Employer Services Analyst
	63161	28	Grants Coordinator 1
	63162	30	Grants Coordinator 2
	63251	32	Budget Analyst 1
	63252	33	Budget Analyst 2
	63311	28	Business Service Officer
	63361	29	Deputy Registrar Field Representative
	64711	30	Criminal Justice Planning Specialist
	64712	31	Criminal Justice Planner
	64721	32	Criminal Justice Field Representative
	64722	33	Criminal Justice Policy Specialist
	64731	32	Jail Inspector
	66111	26	Accountant/Examiner 1 (see also Unit 9, Group 8)
	66112	28	Accountant/Examiner 2 (see also Unit 9, Group 8)
	66113	30	Accountant/Examiner 3 (see also Unit 9, Group 8)

66114	31	Accountant/Examiner 4 (see also Unit 9, Group 8)
66131	31	Unemployment Compensation Compliance Auditor 1 (see also Unit 9, Group 8)
66140	29	Financial Institution Examiner Trainee
66141	30	Financial Institution Examiner 1
66142	31	Financial Institution Examiner 2
66143	33	Financial Institution Examiner 3
66144	34	Financial Institution Examiner 4
66145	35	Financial Institution Examiner 5
66161	28	Utility Auditor 1
66162	30	Utility Auditor 2
66163	32	Utility Auditor Coordinator
66231	31	State Accounting Specialist
66241	28	Bond Accountant 1
66242	30	Bond Accountant 2
66243	31	Bond Accountant 3
66244	32	Bond Accountant Coordinator
66411	31	Internal Auditor 1
66412	32	Internal Auditor 2
66413	33	Internal Auditor 3
66421	30	Internal EDP Auditor 1 (see also Unit 9, Group 8)
66422	~~31~~34	Internal EDP Auditor 2 (see also Unit 9, Group 8)
66432	**31**	**Employee Services Specialist**
66441	30	Unclaimed Funds Auditor 1 **(see also Unit 9, Group 8)**
66442	31	Unclaimed Funds Auditor 2 **(see also Unit 9, Group 8)**
66443	32	Unclaimed Funds Auditor 3 **(see also Unit 9, Group 8)**
66444	33	Unclaimed Funds Auditor 4 **(see also Unit 9, Group 8)**
66451	30	Consumer Finance Examiner 1 (see also Unit ~~14~~ 9, Group ~~12~~ 8)
66452	31	Consumer Finance Examiner 2 (see also Unit ~~14~~ 9, Group ~~12~~ 8)
66453	33	Consumer Finance Examiner 3 (see also Unit ~~14~~ 9, Group ~~12~~ 8)
66454	34	Consumer Finance Examiner 4 (see also Unit ~~14~~ 9, Group ~~12~~ 8)
66461	31	~~Human Services~~ **ODJFS** External Auditor 1 (see also Unit 14, Group 13)
66462	32	~~Human Services~~ **ODJFS** External Auditor 2 (see also Unit 14, Group 13)
66463	33	~~Human Services~~ **ODJFS** External Auditor 3 (see also Unit 14, Group 13)
66531	30	Fiscal Specialist 1
66532	32	Fiscal Specialist 2
66581	29	Securities Examiner 1
66582	30	Securities Examiner 2
66591	31	Securities Specialist 1
66592	32	Securities Specialist 2
66593	33	Securities Specialist 3
66594	34	Securities Specialist 4
66611	31	Securities Analyst 1

	66612	32	Securities Analyst 2
	66613	33	Securities Analyst 3
	66614	34	Securities Analyst 4
	66941	28	Utility Rate Analyst 1
	66942	30	Utility Rate Analyst 2
	66943	32	Utility Rate Analyst Coordinator
	67321	30	Housing Grant Analyst 1
	67322	32	Housing Grant Analyst 2
	67323	33	Housing Grant Analyst 3
	67331	31	Housing Development Analyst
	67332	33	Housing Development Planner
	67341	32	Housing Default Analyst
	67351	28	Housing Examiner 1
	67352	30	Housing Examiner 2
	67353	31	Housing Examiner 3
	67354	32	Housing Examiner 4
	83851	32	Coal Program Financial Analyst
	85881	32	Environmental Grant Analyst
13.	30242	30	Administrative Assistant 2 (Non-exempt)
	30243	32	Administrative Assistant 3 (Non-exempt)
	31181	28	Administrative Assistant 1
	31382	31	Budget Officer 2
	31870	29	Assistant Liaison Officer
	63121	28	Administrative Assistant 1
	63510	29	Assistant Liaison Officer
	63511	33	Liaison Officer 1
	63821	27	Hearing Assistant (see also Unit 9, Group 1)
	65221	30	MH Administrator 1
	65250	30	Benefits Management Representative (see also Unit14, Group 10)
	66191	31	Provider Reimbursement Analyst 1
	66192	32	Provider Reimbursement Analyst 2
	66461	31	~~Human Services~~ **ODJFS** External Auditor 1 (see also Unit 14, Group 12)
	66462	32	~~Human Services~~ **ODJFS** External Auditor 2 (see also Unit14, Group 12)
	66463	33	~~Human Services~~ **ODJFS** External Auditor 3 (see also Unit 14, Group 12)
14.	~~54231~~	~~31~~	~~Aircraft Pilot 1~~
	~~54232~~	~~32~~	~~Aircraft Pilot 2~~
	24951	**32**	**Aviator 1**
	24952	**33**	**Aviator 2**
15.	66811	28	Tax Commissioner Agent 1
	66812	29	Tax Commissioner Agent 2
	66813	30	Tax Commissioner Agent 3
	66814	31	Tax Commissioner Agent 4
	66815	32	Tax Commissioner Agent 5

	66851	30	Tax Auditor Agent 1
	66852	31	Tax Auditor Agent 2
	66853	32	Tax Auditor Agent 3
	66854	33	Tax Auditor Agent 4
	66855	34	Tax Auditor Agent 5
16.	12441	27	State Records Technician 1 (see also Unit 9, Group 1)
	12442	28	State Records Technician 2 (see also Unit 9, Group 1)
	63231	28	Correctional Records Management Officer
	63271	27	Records Management Officer
	63291	30	State Records Management Analyst
	64331	29	Cancer Registrar
	64361	27	Health Information Technician 1
	64362	29	Health Information Technician 2
17.	64811	28	Fine Arts Specialist 1
	64812	30	Fine Arts Specialist 2
	64813	32	Fine Arts Specialist 3
18.	24321	30	Motor Vehicle Investigator (See also Unit 7, Group 18)
	26541	28	Fire Safety Educator 1 (see also Unit 7, Group **29**~~31~~)
	26542	29	Fire Safety Educator 2 (see also Unit 7, Group **29**~~31~~)
	26561	30	Fire Training Officer 1 (see also Unit 7, Group **29**~~31~~)
	26562	31	Fire Training Officer 2 (see also Unit 7, Group **29**~~31~~)
	31421	29	Data Systems Coordinator 1
	64911	29	Disaster Services Consultant 1
	64912	32	Disaster Services Consultant 2
19.	64671	28	Personnel Testing Specialist 1
	64672	30	Personnel Testing Specialist 2
	64673	32	Personnel Testing Specialist 3
	64691	34	Technology-Based Training Developer
20.	33283	35	Insurance Actuarial Analyst 3
	66720	30	Insurance Examiner Trainee
	66721	32	Insurance Examiner
	66722	33	Insurance Examiner Analyst
	66731	31	Insurance Actuarial Analyst 1
	66732	33	Insurance Actuarial Analyst 2
	66733	35	Insurance Actuarial Analyst 3
	66734	36	Insurance Actuarial Analyst 4
	66741	31	Insurance Contract Analyst 1
	66742	32	Insurance Contract Analyst 2
	66743	33	Insurance Contract Analyst 3
	66744	34	Insurance Contract Analyst 4
	66745	35	Insurance Contract Analyst 5
	66791	31	Worker's Compensation Underwriter
	67211	30	Insurance Compliance Examiner 1
	67212	32	Insurance Compliance Examiner 2
	67213	33	Insurance Compliance Examiner 3
	67221	33	Insurance Examination Data Specialist

21.	63280	28	Space Planner
	63281	30	Facilities Planner (see also Unit 13, Group 19)
	66551	30	Contract Evaluator/Negotiator (see also Unit 14, Group 7)
	66761	30	Traffic Safety Specialist (see also Unit 9, Group **13~~14~~**)
22.	**16760**	**28**	**Disability Claims Development Analyst**
	16761	28	Disability Claims Adjudicator 1
	16762	30	Disability Claims Adjudicator 2
	16763	31	Disability Claims Adjudicator 3
	16764	32	Disability Claims Specialist
23.	~~63351~~	~~32~~	~~Technical Medical Liaison (see also Unit 9, Group 8)~~
	64581	**30**	**Lottery Ticket Sales Representative 1**
	64582	**31**	**Lottery Ticket Sales Representative 2**
	64561	**29**	**Penal Industry Sales Representative**
24.	**69601**	**E1**	**Educational Employee Consultant 1**
	69602	**E2**	**Educational Employee Consultant 2**
	69603	**E3**	**Educational Employee Consultant 3**

APPENDIX J

GEOGRAPHIC JURISDICTIONS

This appendix reflects the current districts/regions or other geographic jurisdictions in effect at the time of the effective date of this Agreement. If circumstances change, the Employer shall notify the Union prior to the implementation of any changes. The Union will have an opportunity to consult with the Employer. The changes shall not be arbitrary or capricious or be for the sole purpose of circumventing any provision of the Agreement.

Explanation: *House keeping changes were made to several agency geographic jurisdictions due to closures and consolidation of facilities. The Union was placed on notice of the changes as required by the collective bargaining agreement.*

ADJUTANT GENERAL

Statewide

DEPARTMENT OF ADMINISTRATIVE SERVICES

Two (2) Districts

District #1 - Cuyahoga County
District #2 - Franklin County

DEPARTMENT OF AGRICULTURE

Statewide

DEPARTMENT OF AGING

Statewide

ALCOHOL AND DRUG ADDICTION SERVICES

Statewide

OFFICE OF BUDGET AND MANAGEMENT

Statewide

CIVIL RIGHTS COMMISSION

Six (6) Districts

District #1			
Williams	Defiance	Paulding	Fulton
Henry	Putnam	Ottawa	Sandusky
Seneca	Wyandot	Crawford	Lucas
Wood	Hancock		
District #2			
Darke	Preble	Shelby	Miami
Montgomery	Logan	Champaign	Clark

Green	Mercer	Allen	Van Wert
Auglaize	Hardin		
District #3			
Butler	Hamilton	Warren	Clermont
Clinton	Pike	Vinton	Fayette
Highland	Brown	Adams	Scioto
Lawrence	Jackson	Gallia	Meigs
District #4			
Lorain	Cuyahoga	Lake	Geauga
Ashtabula	Ashland	Knox	Medina
Erie	Huron	Richland	
District #5			
Wayne	Summit	Stark	Trumbull
Mahoning	Columbiana	Portage	Coshocton
Knox	Holmes	Carroll	Harrison
Jefferson	Tuscarawas		
District #6			
Union	Madison	Guernsey	Delaware
Franklin	Pickaway	Monroe	Ross
Noble	Licking	Fairfield	Hocking
Perry	Athens	Washington	Muskingum
Belmont	Morgan	Marion	Morrow

DEPARTMENT OF COMMERCE

Statewide

OFFICE OF CONSUMER'S COUNSEL

Statewide

DEPARTMENT OF DEVELOPMENT

Statewide

DEPARTMENT OF EDUCATION

Statewide

OHIO ENVIRONMENTAL PROTECTION AGENCY

Five (5) Districts

Northwest District			
Williams	Defiance	Paulding	Van Wert
Mercer	Fulton	Henry	Putnam
Allen	Hardin	Ottawa	Sandusky
Seneca	Wyandot	Marion	Crawford
Erie	Auglaize	Lucas	Ashland
Wood	Hancock	Huron	Richland
Central District			
Union	Madison	Fayette	Morrow

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

OHIO EXPOSITIONS COMMISSION

Statewide

DEPARTMENT OF HEALTH

Five (5) Districts

District #1			
Champaign	Clark	Union	Madison
Fayette	Marion	Delaware	Franklin
Pickaway	Knox	Licking	Fairfield
Morrow			
District #2			
Lorain	Ashland	Cuyahoga	Medina
Wayne	Summit	Lake	Geauga
Portage	Stark	Ashtabula	Trumbull
Mahoning	Columbiana		
District #3			
Williams	Defiance	Paulding	Van Wert
Mercer	Fulton	Henry	Putnam
Allen	Auglaize	Shelby	Lucas
Wood	Hancock	Hardin	Logan
Ottawa	Sandusky	Seneca	Wyandot
Crawford	Erie	Huron	Richland
District #4			
Ross	Pike	Scioto	Hocking
Vinton	Jackson	Lawrence	Gallia
Meigs	Athens	Perry	Morgan
Muskingum	Coshocton	Holmes	Noble
Tuscarawas	Guernsey	Washington	Carroll
Harrison	Belmont	Jefferson	Monroe
District #5			
Drake	Miami	Preble	Greene

Montgomery	Butler	Warren	Clinton
Hamilton	Clermont	Brown	Highland
Adams			

INDUSTRIAL COMMISSION OF OHIO

Two (2) Districts

District #1

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

District #2

Williams	Defiance	Paulding	Van Wert
Mercer	Fulton	Henry	Putnam
Allen	Auglaize	Lucas	Wood
Hancock	Hardin	Ottawa	Sandusky
Seneca	Wyandot	Marion	Crawford
Erie	Huron	Richland	Lorain
Ashland	Cuyahoga	Medina	Geauga
Portage	Stark	Ashtabula	Trumbull
Mahoning	Columbiana	Summit	Knox
Tuscarawas	Carroll	Lake	Wayne
Holmes	Morrow		

DEPARTMENT OF INSURANCE

Statewide

DEPARTMENT OF JOBS AND FAMILY SERVICES

Six (6) Districts

District #1

Allen	Auglaize	Defiance	Erie
Fulton	Hancock	Hardin	Henry
Lucas	Mercer	Ottawa	Paulding
Putnam	Sandusky	Van Wert	Williams
Wood			

District #2

Butler	Champaign	Clark	Clermont
Clinton	Darke	Green	Hamilton

Miami	Montgomery	Preble	Shelby
Warren			
District #3			
Adams	Brown	Delaware	Fairfield
Fayette	Franklin	Gallia	Highland
Jackson	Lawrence	Licking	Logan
Madison	Pickaway	Pike	Ross
Scioto	Union	Vinton	
District #4			
Ashland	Crawford	Cuyahoga	Geauga
Huron	Knox	Lake	Lorain
Marion	Morrow	Richland	Seneca
Wyandot			
District #5			
Ashtabula	Mahoning	Medina	Portage
Stark	Summit	Trumbull	Wayne
District #6			
Athens	Belmont	Carroll	Columbiana
Coshocton	Guernsey	Harrison	Hocking
Holmes	Jefferson	Meigs	Monroe
Morgan	Muskingum	Noble	Perry
Tuscarawas	Washington		

STATE LIBRARY

Statewide

~~**DEPARTMENT OF LIQUOR CONTROL**~~

~~Eight (8) Districts~~

~~**District #1**~~			
~~Lorain~~	~~Cuyahoga~~	~~Medina~~	~~Lake~~
~~Geauga~~	~~Ashtabula~~	~~Ashland~~	~~Wayne~~
~~Holmes~~	~~Coshocton~~	~~Summit~~	~~Portage~~
~~**District #2**~~			
~~Trumbull~~	~~Stark~~	~~Tuscarawas~~	~~Mahoning~~
~~Columbiana~~	~~Carroll~~	~~Harrison~~	~~Jefferson~~
~~Belmont~~	~~Noble~~	~~Monroe~~	
~~**District #3**~~			
~~Williams~~	~~Defiance~~	~~Paulding~~	~~Van Wert~~
~~Fulton~~	~~Henry~~	~~Putnam~~	~~Allen~~
~~Lucas~~	~~Wood~~	~~Hancock~~	~~Ottawa~~
~~Sandusky~~	~~Seneca~~	~~Wyandot~~	~~Crawford~~
~~Erie~~	~~Huron~~		

~~**District #4**~~

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

~~**District #5**~~

~~Butler~~	~~Hamilton~~	~~Clermont~~	~~Brown~~
~~Highland~~	~~Adams~~		

~~**District #6**~~

~~Union~~	~~Madison~~	~~Delaware~~	~~Franklin~~
~~Pickaway~~	~~Licking~~	~~Fairfield~~	

~~**District #7**~~

~~Ross~~	~~Pike~~	~~Scioto~~	~~Hocking~~
~~Vinton~~	~~Jackson~~	~~Lawrence~~	~~Perry~~
~~Athens~~	~~Meigs~~	~~Gallia~~	~~Morgan~~
~~Muskingum~~	~~Washington~~	~~Guernsey~~	

~~**District #8**~~

~~Hardin~~	~~Logan~~	~~Champaign~~	~~Marion~~
~~Monroe~~	~~Richland~~	~~Knox~~	

OHIO LOTTERY COMMISSION

Nine (9) Districts

(By District Offices)
District #1 - Cuyahoga
District #2 - Lucas
District #3 - Montgomery
District #4 - Hamilton
District #5 - Franklin
District #6 - Athens
District #7 - Stark
District #8 - Mahoning
District #9 – Lorain

DEPARTMENT OF MENTAL HEALTH

(Employees in Units 4 and 14 within child care programs* may displace employees or promote into positions within their jurisdictions. However, employees in Units 4 and 14 may not displace employees, be recalled or reemployed or promoted into positions in child care programs* unless within the last five (5) years they have either completed relevant training and/or course work pertaining to emotionally disturbed children and adolescent topics and/or significant experience working directly with emotionally disturbed children and adolescents as defined by the applicable regulatory agencies.)

Four (4) districts

District #1
Central Office**, <u>Office of Support Services (OSS)</u>**
District #2
Appalachian Behavioral Healthcare: Athens and Cambridge Campuses, Heartland Behavior Healthcare ~~(including Child and Family Services, formerly Sagamore*)~~

District #3
Summit Behavioral Healthcare ~~(including Child and Family Services, formerly Millcreek*)~~, Twin Valley Behavioral Healthcare: Columbus and Dayton Campuses, ~~Office of Support Services (OSS)~~
District #4
Northcoast Behavioral Healthcare: Cleveland, Northfield, and Toledo Campus

OHIO DEPARTMENT OF MENTAL RETARDATION AND DEVELOPMENTAL DISABILITIES
District #1
Northwest Developmental Center
Tiffin Developmental Center
District #2
~~Applecreek Developmental Center~~
Warrensville Developmental Center
Youngstown Developmental Center
District #3
Columbus Developmental Center
Mount Vernon Developmental Center
District #4
Cambridge Developmental Center
Gallipolis Developmental Center
District #5
Southwest Developmental Center
Montgomery Developmental Center
~~Springview Developmental Center~~
District #6
Central Office

DEPARTMENT OF NATURAL RESOURCES
Eight (8) Districts

District #1			
Williams	Defiance	Paulding	Fulton
Henry	Putnam	Lucas	Van Wert
Mercer	Darke	Allen	Auglaize
Shelby	Hardin	Logan	Hancock
Wood			
District #2			
Preble	Miami	Montgomery	Clark
Champaign	Greene	Madison	Fayette
Hamilton	Warren	Clermont	Clinton
Brown	Highland	Butler	
District #3			
Adams	Pike	Scioto	Jackson
Lawrence	Ross	Pickaway	Fairfield
Hocking	Vinton	Perry	

District #4

Union	Delaware	Franklin	Morrow
Knox	Licking	Wyandot	Marion
Crawford	Richland	Ashland	

District #5

Ottawa	Sandusky	Seneca	Huron
Erie	Lorain	Cuyahoga	Medina
Summit			

District #6

Muskingum	Morgan	Guernsey	Noble
Monroe	Gallia	Meigs	Athens
Washington			

District #7

Tuscarawas	Carroll	Harrison	Belmont
Jefferson	Wayne	Holmes	Coshocton
Stark			

District #8

Lake	Geauga	Ashtabula	Trumbull
Portage	Mahoning	Columbiana	

NOTE: Employees assigned to the classifications of Mine Rescue Coordinator (24710), Mine Safety Inspector 1 (24711) and Mine Safety Inspector 2 (24712) shall have displacement and recall rights statewide.

DEPARTMENT OF PUBLIC SAFETY - STATE HIGHWAY PATROL

Two (2) Districts

District #1 - Central Office
District #2 - The remainder of the State.

PUBLIC UTILITIES COMMISSION OF OHIO

Statewide

BOARD OF REGENTS

Statewide

DEPARTMENT OF REHABILITATION AND CORRECTION

District #1

Lima Correctional Institution, Allen Correctional Institution, Oakwood Correctional Facility, Toledo Correctional Institution, Marion Correctional Institution, North Central Correctional Institution, Lima APA

District #2

Ohio Reformatory for Women, London Correctional Institution, Madison Correctional Institution, Lebanon Correctional Institution, Warren Correctional Institution, Dayton Correctional Institution, Montgomery Education and Pre-Release Center, Cincinnati APA

District #3

Corrections Reception Center, Franklin Pre-Release Center, Correctional Medical Center, Pickaway Correctional Institution, Chillicothe Correctional Institution, Southern Ohio Correctional

Facility, Ross Correctional Institution, Corrections Training Academy, Chillicothe APA

District #4

Southeastern Correctional Institution, Hocking Correctional Facility, Belmont Correctional Institution, Noble Correctional Institution

District #5

Trumbull Correctional Institution, LAECI, Ohio State Penitentiary, Mansfield Correctional Institution, Richland Correctional Institution, Northeast Pre-Release Center, Grafton Correctional Institution, Lorain Correctional Institution, NCCTF, Akron APA, Mansfield APA, Cleveland APA

District #6

Central Office, Ohio Penal Industries, Columbus APA

REHABILITATION SERVICES COMMISSION

Four (4) districts based on Four (4) areas into which the Bureau of Vocational Rehabilitation/the Bureau of Services for the Visually Impaired have divided the State. Each Bureau of Disability Determination, Administrative Support, Consumer and Legislative Affairs, General Counsel and Policy Development, Human Resources, and Planning Development and Evaluations, shall be considered a part of the geographic district in which the office is located.

District #1

Ashtabula	Columbiana	Cuyahoga	Geauga
Lake	Mahoning	Medina	Portage
Summit	Trumbull		

District #2

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

District #3

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

District #4

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

DEPARTMENT OF TAXATION

Nine (9) districts

District #1 Akron			
Ashland	Medina	Stark	Holmes
Portage	Summit	Wayne	Richland
District #2 Cincinnati			
Adams	Clinton	Jackson	Warren
Brown	Gallia	Lawrence	Butler
Hamilton	Pike	Clermont	Highland
Scioto			
District #3 Cleveland			
Cuyahoga	Geauga	Lake	Lorain
Erie	Huron		
District #4 Columbus			
Delaware	Hocking	Marion	Ross
Fayette	Knox	Morrow	Union
Fairfield	Licking	Perry	Vinton
Franklin	Madison	Pickaway	
District #5 Dayton			
Darke	Preble	Champaign	Greene
Miami	Shelby	Montgomery	Clark
District #6 Lima			
Allen	Hancock	Van Wert	Crawford
Hardin	Paulding	Putnam	Logan
Auglaize	Mercer	Wyandot	
District #7 Toledo			
Williams	Defiance	Fulton	Henry
Lucas	Wood	Ottawa	Sandusky
Seneca			
District #8 Youngstown			
Ashtabula	Trumbull	Mahoning	Carroll
Columbiana	Jefferson		
District #9 Zanesville			
Athens	Coshocton	Meigs	Noble
Belmont	Guernsey	Tuscarawas	Harrison
Washington	Morgan	Muskingum	Monroe

OHIO DEPARTMENT OF TRANSPORTATION

Thirteen (13) districts

District #1			
Defiance	Van Wert	Allen	Hardin
Paulding	Putnam	Hancock	Wyandot
District #2			
Williams	Henry	Wood	Sandusky
Fulton	Lucas	Ottawa	Seneca

District #3			
Erie	Crawford	Ashland	Medina
Huron	Lorain	Richland	Wayne
District #4			
Summit	Portage	Stark	Ashtabula
Trumbull	Mahoning		
District #5			
Knox	Licking	Fairfield	Perry
Coshocton	Muskingum	Guernsey	
District #6			
Marion	Union	Madison	Pickaway
Morrow	Delaware	Franklin	Fayette
District #7			
Mercer	Shelby	Logan	Clark
Drake	Montgomery	Champaign	Miami
Auglaize			
District #8			
Preble	Butler	Hamilton	Warren
Clermont	Greene	Clinton	
District #9			
Brown	Adams	Pike	Jackson
Highland	Ross	Scioto	Lawrence
District #10			
Hocking	Meigs	Morgan	Noble
Vinton	Gallia	Washington	Monroe
Athens			
District #11			
Holmes	Tuscarawas	Columbiana	Carroll
Harrison	Jefferson	Belmont	
District #12			
Cuyahoga	Lake	Geauga	
District #13			
Central Office - Columbus			
Real Estate Division			
Northeast Districts 4, 11, 12			
Northwest Districts 1, 2, 3			
Southeast Districts 5, 6, 10			
Southwest Districts 7, 8, 9			

VETERANS HOME

Two (2) Districts – Jurisdictions of the Ohio Veterans Home Network will be the Northern Ohio Veterans Home and the Southern Ohio Veterans Home.

BUREAU OF WORKERS' COMPENSATION

Five (5) Districts

District #1			
Allen	Auglaize	Clark	Champaign
Defiance	Delaware	Fayette	Fulton
Hancock	Hardin	Henry	Licking
Logan	Lucas	Madison	Mercer
Paulding	Pickaway	Putnam	Union
Van Wert	Williams	Wood	
District #2			
Ashland	Crawford	Cuyahoga	Erie
Geauga	Huron	Knox	Lake
Lorain	Marion	Morrow	Ottawa
Richland	Sandusky	Seneca	Wyandot
District #3			
Ashtabula	Carroll	Columbiana	Coshocton
Guernsey	Harrison	Hocking	Holmes
Jefferson	Mahoning	Medina	Monroe
Morgan	Muskingum	Noble	Perry
Portage	Stark	Summit	Trumbull
Tuscarawas	Wayne		
Belmont			
District #4			
Adams	Athens	Brown	Butler
Clermont	Clinton	Darke	Gallia
Greene	Hamilton	Highland	Jackson
Lawrence	Meigs	Miami	Montgomery
Pike	Preble	Ross	Scioto
Shelby	Vinton	Warren	Washington
District #5			
Fairfield	Franklin		

DEPARTMENT OF YOUTH SERVICES

Three (3) Districts

District #1

Central Office, Regions: ~~Athens~~, Columbus, Cincinnati, Dayton, Toledo, Akron, Cleveland

District #2

Institutions: Marion, Mohican, Indian River, Cuyahoga Hills ~~Boys School~~

District #3

Institutions: Ohio River Valley, Scioto, ~~Riverview,~~ Freedom Center, ~~Opportunity Center,~~ Circleville

Appendix K

APPENDIX K

GUIDELINES FOR OCCUPATIONAL INJURY LEAVE

The language of this Appendix continues unchanged from the previous Contract.

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1. An employee of the Ohio Department of Mental Health, the Department of Mental Retardation and Developmental Disabilities, the Ohio Veterans 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, resident, client, youth or student in the above agencies, shall be eligible for his/her total rate of pay during the period he/she is disabled as a result of such injury but in no case to exceed 960 hours. This form of compensation shall be in lieu of Workers' Compensation. The employee shall apply for Workers' Compensation lost time benefits while he/she is receiving occupational injury leave. Workers' Compensation lost time benefits may be received, if awarded, by the employee after the occupational leave is exhausted. Employees who have been approved for OIL and are then approved for Workers' Compensation lost time benefits for a psychological illness as a continuation of the same claim for bodily injury, and who have not been paid 960 hours of OIL, shall be permitted to supplement the Workers' Compensation Benefits with OIL up to 100% of the employee's regular rate of pay, not to exceed 60 hours of OIL and with the total limit of 960 hours of OIL.

Explanation: *1) This language clarifies that as with Workers' Compensation benefits, a qualifying injury need occur only while in the employ of the State Agency, not solely within a "facility."*
2) An employee must apply for Workers' Compensation benefits to continue receiving OIL. Thus, OIL is truly "in lieu of" Workers' Compensation lost time wage benefits.
3) An employee with an approved OIL claim and an approved Workers' Compensation psychological illness claim as a continuation for an approved bodily injury claim, may be granted up 60 hours of OIL, provided the employee has not reached the total OIL limit of 960 hours for that claim.

Instructions: *Most of this provision will be administered by HRD, Office of Benefits Administration. However, all persons involved in OIL claim processing should be familiar with this language. Payroll Officers should note that OIL is paid at the total rate.*
All responsible sections will need to monitor cases so that OIL is not granted improperly for cases involving psychological injury.

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

3. Employees who think they are eligible for this type of leave may apply to their Agency Designee within twenty (20) days of the incident giving rise to the injury unless physically unable to do so.
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, resident, 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 may also obtain and file with the Director of Administrative Services the report of a physician designated by the Director of Administrative Services as to the nature and extent of the employee's injury.
6. The employee shall be obligated to submit documentation from the attending physician indicating extent of the disability to receive necessary medical treatment and to return to active work status at the earliest time permitted by his/her attending physician. Where a medical question is at issue, the Employer shall obtain a medical opinion conducted by a physician of the specialty for which the employee is receiving treatment (if any), mutually agreed to by the State and the employee's attending physician The independent physician shall render a medical opinion within thirty days of the selection and the decision of the independent physician shall be binding.
7. An employee on Occupation Injury Leave shall accrue sick leave and personal leave but shall not accrue vacation leave.

Instructions: *Employees receiving OIL accrue sick and personal leave.*

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8. If an employee's injury or disability as covered by the above guidelines extends beyond 960 hours he/she shall immediately become subject to Article 29, "Sick Leave", of this contract.
9. An employee is disqualified from receipt of benefits if the employee engages in any occupation for wages or profit as defined in the appropriate Workers' Compensation statute. If such an employee has already received the benefits, then he/she must reimburse the State in the amount of the benefits received. The employee may be subject to disciplinary action for violation of this Article.

Appendix L

APPENDIX L

PAY RANGES

~~Effective with the Pay Period that includes July 1, 2003.~~

~~RANGE~~	~~STEP 1~~	~~STEP 2~~	~~STEP 3~~	~~STEP 4~~	~~STEP 5~~	~~STEP 6~~	~~STEP 7~~	~~STEP 8~~	~~STEP 9~~
~~1~~	~~11.36~~	~~11.6~~	~~11.82~~	~~12.08~~					
	~~23,629~~	~~24,128~~	~~24,586~~	~~25,126~~					
~~2~~	~~11.71~~	~~11.96~~	~~12.23~~	~~12.51~~					
	~~24,357~~	~~24,877~~	~~25,438~~	~~26,021~~					
~~3~~	~~12.08~~	~~12.36~~	~~12.66~~	~~12.94~~					
	~~25,126~~	~~25,709~~	~~26,333~~	~~26,915~~					
~~4~~	~~12.51~~	~~12.82~~	~~13.15~~	~~13.43~~					
	~~26,021~~	~~26,666~~	~~27,352~~	~~27,934~~					
~~5~~	~~12.94~~	~~13.28~~	~~13.62~~	~~14.02~~	~~14.26~~				
	~~26,915~~	~~27,622~~	~~28,330~~	~~29,162~~	~~29,661~~				
~~6~~	~~13.43~~	~~13.77~~	~~14.13~~	~~14.48~~	~~14.84~~				
	~~27,934~~	~~28,642~~	~~29,390~~	~~30,118~~	~~30,867~~				
~~7~~	~~14.02~~	~~14.26~~	~~14.62~~	~~15.01~~	~~15.44~~	~~16.00~~			
	~~29,162~~	~~29,661~~	~~30,410~~	~~31,221~~	~~32,115~~	~~33,280~~			
~~8~~	~~14.62~~	~~15.01~~	~~15.44~~	~~16.00~~	~~16.62~~	~~17.33~~			
	~~30,410~~	~~31,221~~	~~32,115~~	~~33,280~~	~~34,570~~	~~36,046~~			
~~9~~	~~15.44~~	~~16.00~~	~~16.62~~	~~17.33~~	~~18.13~~	~~18.97~~			
	~~32,115~~	~~33,280~~	~~34,570~~	~~36,046~~	~~37,710~~	~~39,458~~			
~~10~~	~~16.62~~	~~17.33~~	~~18.13~~	~~18.97~~	~~19.79~~	~~20.80~~			
	~~34,570~~	~~36,046~~	~~37,710~~	~~39,458~~	~~41,163~~	~~43,264~~			
~~11~~	~~18.13~~	~~18.97~~	~~19.79~~	~~20.80~~	~~21.82~~	~~22.9~~			
	~~37,710~~	~~39,458~~	~~41,163~~	~~43,264~~	~~45,386~~	~~47,632~~			
~~12~~	~~19.79~~	~~20.81~~	~~21.82~~	~~22.9~~	~~24.01~~	~~25.17~~			
	~~41,163~~	~~43,285~~	~~45,386~~	~~47,632~~	~~49,941~~	~~52,354~~			
~~23~~	~~11.82~~	~~12.08~~	~~12.36~~	~~12.66~~	~~12.94~~				
	~~24,586~~	~~25,126~~	~~25,709~~	~~26,333~~	~~26,915~~				
~~24~~	~~12.23~~	~~12.51~~	~~12.82~~	~~13.15~~	~~13.43~~				
	~~25,438~~	~~26,021~~	~~26,666~~	~~27,352~~	~~27,934~~				
~~25~~	~~12.66~~	~~12.94~~	~~13.28~~	~~13.62~~	~~14.02~~	~~14.26~~			
	~~26,333~~	~~26,915~~	~~27,622~~	~~28,330~~	~~29,162~~	~~29,661~~			
~~26~~	~~13.15~~	~~13.43~~	~~13.77~~	~~14.13~~	~~14.48~~	~~14.84~~			
	~~27,352~~	~~27,934~~	~~28,642~~	~~29,390~~	~~30,118~~	~~30,867~~			

27	13.62	14.02	14.26	14.62	15.01	15.44	16.00		
	28,330	29,162	29,661	30,410	31,221	32,115	33,280		
28	14.26	14.62	15.01	15.44	16.00	16.62	17.33		
	29,661	30,410	31,221	32,115	33,280	34,570	36,046		
29	15.01	15.44	16.00	16.62	17.33	18.13	18.97		
	31,221	32,115	33,280	34,570	36,046	37,710	39,458		
30	16.00	16.62	17.33	18.13	18.97	19.79	20.80		
	33,280	34,570	36,046	37,710	39,458	41,163	43,264		
31	17.33	18.13	18.97	19.79	20.80	21.82	22.90		
	36,046	37,710	39,458	41,163	43,264	45,386	47,632		
32	18.97	19.79	20.80	21.82	22.90	24.01	25.17	26.44	27.76
	39,458	41,163	43,264	45,386	47,632	49,941	52,354	54,995	57,741
33	20.8	21.82	22.90	24.01	25.17	26.44	27.71	29.08	30.53
	43,264	45,386	47,632	49,941	52,354	54,995	57,637	60,486	63,502
34	22.90	24.01	25.17	26.44	27.71	29.08	30.53	32.02	33.62
	47,632	49,941	52,354	54,995	57,637	60,486	63,502	66,602	69,930
35	25.17	26.44	27.71	29.08	30.53	32.02	33.59	35.29	37.06
	52,354	54,995	57,637	60,486	63,502	66,602	69,867	73,403	77,085
36	27.71	29.08	30.53	32.02	33.59	35.29	37.03	38.88	40.82
	57,637	60,486	63,502	66,602	69,867	73,403	77,022	80,870	84,906
E1	17.51	18.39	19.30	20.27	21.28	22.34	23.45	24.64	
	36,421	38,251	40,144	42,162	44,262	46,467	48,776	51,251	
E2	19.30	20.27	21.28	22.34	23.45	24.64	25.86	27.14	28.52
	40,144	42,162	44,262	46,467	48,776	51,251	53,789	56,451	59,322
E3	21.28	22.34	23.45	24.64	25.86	27.14	28.52	29.93	31.43
	44,262	46,467	48,776	51,251	53,789	56,451	59,322	62,254	65,374

Effective with the Pay Period that includes July 1, 2004.

RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
1	11.36	11.6	11.82	12.08					
	23,629	24,128	24,586	25,126					
2	11.71	11.96	12.23	12.51					
	24,357	24,877	25,438	26,021					
3	12.08	12.36	12.66	12.94					
	25,126	25,709	26,333	26,915					
4	12.51	12.82	13.15	13.43					
	26,021	26,666	27,352	27,934					

5	12.94	13.28	13.62	14.02	14.26				
	26,915	27,622	28,330	29,162	29,661				
6	13.43	13.77	14.13	14.48	14.84				
	27,934	28,642	29,390	30,118	30,867				
7	14.02	14.26	14.62	15.01	15.44	16.00			
	29,162	29,661	30,410	31,221	32,115	33,280			
8	14.62	15.01	15.44	16.00	16.62	17.33			
	30,410	31,221	32,115	33,280	34,570	36,046			
9	15.44	16.00	16.62	17.33	18.13	18.97			
	32,115	33,280	34,570	36,046	37,710	39,458			
10	16.62	17.33	18.13	18.97	19.79	20.80			
	34,570	36,046	37,710	39,458	41,163	43,264			
11	18.13	18.97	19.79	20.80	21.82	22.90			
	37,710	39,458	41,163	43,264	45,386	47,632			
12	19.79	20.81	21.82	22.90	24.01	25.17			
	41,163	43,285	45,386	47,632	49,941	52,354			
23	11.82	12.08	12.36	12.66	12.94				
	24,586	25,126	25,709	26,333	26,915				
24	12.23	12.51	12.82	13.15	13.43				
	25,438	26,021	26,666	27,352	27,934				
25	12.66	12.94	13.28	13.62	14.02	14.26			
	26,333	26,915	27,622	28,330	29,162	29,661			
26	13.15	13.43	13.77	14.13	14.48	14.84			
	27,352	27,934	28,642	29,390	30,118	30,867			
27	13.62	14.02	14.26	14.62	15.01	15.44	16.00		
	28,330	29,162	29,661	30,410	31,221	32,115	33,280		
28	14.26	14.62	15.01	15.44	16.00	16.62	17.33		
	29,661	30,410	31,221	32,115	33,280	34,570	36,046		
29	15.01	15.44	16.00	16.62	17.33	18.13	18.97		
	31,221	32,115	33,280	34,570	36,046	37,710	39,458		
30	16.00	16.62	17.33	18.13	18.97	19.79	20.80		
	33,280	34,570	36,046	37,710	39,458	41,163	43,264		
31	17.33	18.13	18.97	19.79	20.80	21.82	22.90		
	36,046	37,710	39,458	41,163	43,264	45,386	47,632		
32	18.97	19.79	20.80	21.82	22.90	24.01	25.17	26.44	27.76
	39,458	41,163	43,264	45,386	47,632	49,941	52,354	54,995	57,741
33	20.80	21.82	22.90	24.01	25.17	26.44	27.71	29.08	30.53
	43,264	45,386	47,632	49,941	52,354	54,995	57,637	60,486	63,502
34	22.90	24.01	25.17	26.44	27.71	29.08	30.53	32.02	33.62

	47,632	49,941	52,354	54,995	57,637	60,486	63,502	66,602	69,930
35	25.17	26.44	27.71	29.08	30.53	32.02	33.59	35.29	37.06
	52,354	54,995	57,637	60,486	63,502	66,602	69,867	73,403	77,085
36	27.71	29.08	30.53	32.02	33.59	35.29	37.03	38.88	40.82
	57,637	60,486	63,502	66,602	69,867	73,403	77,022	80,870	84,906
E1	17.51	18.39	19.30	20.27	21.28	22.34	23.45	24.64	
	36,421	38,251	40,144	42,162	44,262	46,467	48,776	51,251	
E2	19.30	20.27	21.28	22.34	23.45	24.64	25.86	27.14	28.52
	40,144	42,162	44,262	46,467	48,776	51,251	53,789	56,451	59,322
E3	21.28	22.34	23.45	24.64	25.86	27.14	28.52	29.93	31.43
	44,262	46,467	48,776	51,251	53,789	56,451	59,322	62,254	65,374

Effective with the Pay Period that includes July 1, 2005.

RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
1	11.81	12.06	12.29	12.56					
	24,565	25,085	25,563	26,125					
2	12.18	12.44	12.72	13.01					
	25,334	25,875	26,458	27,061					
3	12.56	12.85	13.17	13.46					
	26,125	26,728	27,394	27,997					
4	13.01	13.33	13.68	13.97					
	27,061	27,726	28,454	29,058					
5	13.46	13.81	14.16	14.58	14.83				
	27,997	28,725	29,453	30,326	30,846				
6	13.97	14.32	14.7	15.06	15.43				
	29,058	29,786	30,576	31,325	32,094				
7	14.58	14.83	15.2	15.61	16.06	16.64			
	30,326	30,846	31,616	32,469	33,405	34,611			
8	15.2	15.61	16.06	16.64	17.28	18.02			
	31,616	32,469	33,405	34,611	35,942	37,482			
9	16.06	16.64	17.28	18.02	18.86	19.73			
	33,405	34,611	35,942	37,482	39,229	41,038			
10	17.28	18.02	18.86	19.73	20.58	21.63			
	35,942	37,482	39,229	41,038	42,806	44,990			
11	18.86	19.73	20.58	21.63	22.69	23.82			
	39,229	41,038	42,806	44,990	47,195	49,546			

12	20.58	21.64	22.69	23.82	24.97	26.18			
	42,806	45,011	47,195	49,546	51,938	54,454			
23	12.29	12.56	12.85	13.17	13.46				
	25,563	26,125	26,728	27,394	27,997				
24	12.72	13.01	13.33	13.68	13.97				
	26,458	27,061	27,726	28,454	29,058				
25	13.17	13.46	13.81	14.16	14.58	14.83			
	27,394	27,997	28,725	29,453	30,326	30,846			
26	13.68	13.97	14.32	14.7	15.06	15.43			
	28,454	29,058	29,786	30,576	31,325	32,094			
27	14.16	14.58	14.83	15.2	15.61	16.06	16.64		
	29,453	30,326	30,846	31,616	32,469	33,405	34,611		
28	14.83	15.2	15.61	16.06	16.64	17.28	18.02		
	30,846	31,616	32,469	33,405	34,611	35,942	37,482		
29	15.61	16.06	16.64	17.28	18.02	18.86	19.73		
	32,469	33,405	34,611	35,942	37,482	39,229	41,038		
30	16.64	17.28	18.02	18.86	19.73	20.58	21.63		
	34,611	35,942	37,482	39,229	41,038	42,806	44,990		
31	18.02	18.86	19.73	20.58	21.63	22.69	23.82		
	37,482	39,229	41,038	42,806	44,990	47,195	49,546		
32	19.73	20.58	21.63	22.69	23.82	24.97	26.18	27.5	28.87
	41,038	42,806	44,990	47,195	49,546	51,938	54,454	57,200	60,050
33	21.63	22.69	23.82	24.97	26.18	27.5	28.82	30.24	31.75
	44,990	47,195	49,546	51,938	54,454	57,200	59,946	62,899	66,040
34	23.82	24.97	26.18	27.5	28.82	30.24	31.75	33.3	34.96
	49,546	51,938	54,454	57,200	59,946	62,899	66,040	69,264	72,717
35	26.18	27.5	28.82	30.24	31.75	33.3	34.93	36.7	38.54
	54,454	57,200	59,946	62,899	66,040	69,264	72,654	76,336	80,163
36	28.82	30.24	31.75	33.3	34.93	36.7	38.51	40.44	42.45
	59,946	62,899	66,040	69,264	72,654	76,336	80,101	84,115	88,296
E1	18.21	19.13	20.07	21.08	22.13	23.23	24.39	25.63	
	37,877	39,790	41,746	43,846	46,030	48,318	50,731	53,310	
E2	20.07	21.08	22.13	23.23	24.39	25.63	26.89	28.23	29.66
	41,746	43,846	46,030	48,318	50,731	53,310	55,931	58,718	61,693
E3	22.13	23.23	24.39	25.63	26.89	28.23	29.66	31.13	32.69
	46,030	48,318	50,731	53,310	55,931	58,718	61,693	64,750	67,995

Effective with the Pay Period that includes July 1, 2006.

RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
1	12.16	12.42	12.66	12.94					
	25,293	25,834	26,333	26,915					
2	12.55	12.81	13.10	13.40					
	26,104	26,645	27,248	27,872					
3	12.94	13.24	13.57	13.86					
	26,915	27,539	28,226	28,829					
4	13.4	13.73	14.09	14.39					
	27,872	28,558	29,307	29,931					
5	13.86	14.22	14.58	15.02	15.27				
	28,829	29,578	30,326	31,242	31,762				
6	14.39	14.75	15.14	15.51	15.89				
	29,931	30,680	31,491	32,261	33,051				
7	15.02	15.27	15.66	16.08	16.54	17.14			
	31,242	31,762	32,573	33,446	34,403	35,651			
8	15.66	16.08	16.54	17.14	17.80	18.56			
	32,573	33,446	34,403	35,651	37,024	38,605			
9	16.54	17.14	17.80	18.56	19.43	20.32			
	34,403	35,651	37,024	38,605	40,414	42,266			
10	17.80	18.56	19.43	20.32	21.2	22.28			
	37,024	38,605	40,414	42,266	44,096	46,342			
11	19.43	20.32	21.20	22.28	23.37	24.53			
	40,414	42,266	44,096	46,342	48,610	51,022			
12	21.20	22.29	23.37	24.53	25.72	26.97			
	44,096	46,363	48,610	51,022	53,498	56,098			
23	12.66	12.94	13.24	13.57	13.86				
	26,333	26,915	27,539	28,226	28,829				
24	13.10	13.40	13.73	14.09	14.39				
	27,248	27,872	28,558	29,307	29,931				
25	13.57	13.86	14.22	14.58	15.02	15.27			
	28,226	28,829	29,578	30,326	31,242	31,762			
26	14.09	14.39	14.75	15.14	15.51	15.89			
	29,307	29,931	30,680	31,491	32,261	33,051			
27	14.58	15.02	15.27	15.66	16.08	16.54	17.14		

	30,326	31,242	31,762	32,573	33,446	34,403	35,651		
28	15.27	15.66	16.08	16.54	17.14	17.80	18.56		
	31,762	32,573	33,446	34,403	35,651	37,024	38,605		
29	16.08	16.54	17.14	17.80	18.56	19.43	20.32		
	33,446	34,403	35,651	37,024	38,605	40,414	42,266		
30	17.14	17.8	18.56	19.43	20.32	21.20	22.28		
	35,651	37,024	38,605	40,414	42,266	44,096	46,342		
31	18.56	19.43	20.32	21.20	22.28	23.37	24.53		
	38,605	40,414	42,266	44,096	46,342	48,610	51,022		
32	20.32	21.20	22.28	23.37	24.53	25.72	26.97	28.33	29.74
	42,266	44,096	46,342	48,610	51,022	53,498	56,098	58,926	61,859
33	22.28	23.37	24.53	25.72	26.97	28.33	29.68	31.15	32.70
	46,342	48,610	51,022	53,498	56,098	58,926	61,734	64,792	68,016
34	24.53	25.72	26.97	28.33	29.68	31.15	32.70	34.30	36.01
	51,022	53,498	56,098	58,926	61,734	64,792	68,016	71,344	74,901
35	26.97	28.33	29.68	31.15	32.70	34.30	35.98	37.8	39.7
	56,098	58,926	61,734	64,792	68,016	71,344	74,838	78,624	82,576
36	29.68	31.15	32.70	34.30	35.98	37.8	39.67	41.65	43.72
	61,734	64,792	68,016	71,344	74,838	78,624	82,514	86,632	90,938
E1	18.76	19.70	20.67	21.71	22.79	23.93	25.12	26.4	
	39,021	40,976	42,994	45,157	47,403	49,774	52,250	54,912	
E2	20.67	21.71	22.79	23.93	25.12	26.40	27.70	29.08	30.55
	42,994	45,157	47,403	49,774	52,250	54,912	57,616	60,486	63,544
E3	22.79	23.93	25.12	26.40	27.70	29.08	30.55	32.06	33.67
	47,403	49,774	52,250	54,912	57,616	60,486	63,544	66,685	70,034

Effective with the Pay Period that includes July 1, 2007.

RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
1	12.59	12.85	13.10	13.39					
	26,187	26,728	27,248	27,851					
2	12.99	13.26	13.56	13.87					
	27,019	27,581	28,205	28,850					
3	13.39	13.70	14.040	14.35					
	27,851	28,496	29,203	29,848					
4	13.87	14.21	14.58	14.89					
	28,850	29,557	30,326	30,971					
5	14.35	14.72	15.09	15.55	15.80				

	29,848	30,618	31,387	32,344	32,864				
6	14.89	15.27	15.67	16.05	16.45				
	30,971	31,762	32,594	33,384	34,216				
7	15.55	15.80	16.21	16.64	17.12	17.74			
	32,344	32,864	33,717	34,611	35,610	36,899			
8	16.21	16.64	17.12	17.74	18.42	19.21			
	33,717	34,611	35,610	36,899	38,314	39,957			
9	17.12	17.74	18.42	19.21	20.11	21.03			
	35,610	36,899	38,314	39,957	41,829	43,742			
10	18.42	19.21	20.11	21.03	21.94	23.06			
	38,314	39,957	41,829	43,742	45,635	47,965			
11	20.11	21.03	21.94	23.06	24.19	25.39			
	41,829	43,742	45,635	47,965	50,315	52,811			
12	21.94	23.07	24.19	25.39	26.62	27.91			
	45,635	47,986	50,315	52,811	55,370	58,053			
23	13.1	13.39	13.70	14.04	14.35				
	27,248	27,851	28,496	29,203	29,848				
24	13.56	13.87	14.21	14.58	14.89				
	28,205	28,850	29,557	30,326	30,971				
25	14.04	14.35	14.72	15.09	15.55	15.80			
	29,203	29,848	30,618	31,387	32,344	32,864			
26	14.58	14.89	15.27	15.67	16.05	16.45			
	30,326	30,971	31,762	32,594	33,384	34,216			
27	15.09	15.55	15.80	16.21	16.64	17.12	17.74		
	31,387	32,344	32,864	33,717	34,611	35,610	36,899		
28	15.80	16.21	16.64	17.12	17.74	18.42	19.21		
	32,864	33,717	34,611	35,610	36,899	38,314	39,957		
29	16.64	17.12	17.74	18.42	19.21	20.11	21.03		
	34,611	35,610	36,899	38,314	39,957	41,829	43,742		
30	17.74	18.42	19.21	20.11	21.03	21.94	23.06		
	36,899	38,314	39,957	41,829	43,742	45,635	47,965		
31	19.21	20.11	21.03	21.94	23.06	24.19	25.39		
	39,957	41,829	43,742	45,635	47,965	50,315	52,811		
32	21.03	21.94	23.06	24.19	25.39	26.62	27.91	29.32	30.78
	43,742	45,635	47,965	50,315	52,811	55,370	58,053	60,986	64,022
33	23.06	24.19	25.39	26.62	27.91	29.32	30.72	32.24	33.84
	47,965	50,315	52,811	55,370	58,053	60,986	63,898	67,059	70,387
34	25.39	26.62	27.91	29.32	30.72	32.24	33.84	35.50	37.27

	52,811	55,370	58,053	60,986	63,898	67,059	70,387	73,840	77,522
35	27.91	29.32	30.72	32.24	33.84	35.50	37.24	39.12	41.09
	58,053	60,986	63,898	67,059	70,387	73,840	77,459	81,370	85,467
36	30.72	32.24	33.84	35.50	37.24	39.12	41.06	43.11	45.25
	63,898	67,059	70,387	73,840	77,459	81,370	85,405	89,669	94,120
E1	19.42	20.39	21.39	22.47	23.59	24.77	26.00	27.32	
	40,394	42,411	44,491	46,738	49,067	51,522	54,080	56,826	
E2	21.39	22.47	23.59	24.77	26.00	27.32	28.67	30.10	31.62
	44,491	46,738	49,067	51,522	54,080	56,826	59,634	62,608	65,770
E3	23.59	24.77	26.00	27.32	28.67	30.10	31.62	33.18	34.85
	49,067	51,522	54,080	56,826	59,634	62,608	65,770	69,014	72,488

Effective with the Pay Period that includes July 1, 2008.

RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
1	13.03	13.30	13.56	13.86					
	27,102	27,664	28,205	28,829					
2	13.44	13.72	14.03	14.36					
	27,955	28,538	29,182	29,869					
3	13.86	14.18	14.53	14.85					
	28,829	29,494	30,222	30,888					
4	14.36	14.71	15.09	15.41					
	29,869	30,597	31,387	32,053					
5	14.85	15.24	15.62	16.09	16.35				
	30,888	31,699	32,490	33,467	34,008				
6	15.41	15.80	16.22	16.61	17.03				
	32,053	32,864	33,738	34,549	35,422				
7	16.09	16.35	16.78	17.22	17.72	18.36			
	33,467	34,008	34,902	35,818	36,858	38,189			
8	16.78	17.22	17.72	18.36	19.06	19.88			
	34,902	35,818	36,858	38,189	39,645	41,350			
9	17.72	18.36	19.06	19.88	20.81	21.77			
	36,858	38,189	39,645	41,350	43,285	45,282			
10	19.06	19.88	20.81	21.77	22.71	23.87			
	39,645	41,350	43,285	45,282	47,237	49,650			
11	20.81	21.77	22.71	23.87	25.04	26.28			
	43,285	45,282	47,237	49,650	52,083	54,662			

12	22.71	23.88	25.04	26.28	27.55	28.89			
	47,237	49,670	52,083	54,662	57,304	60,091			
23	13.56	13.86	14.18	14.53	14.85				
	28,205	28,829	29,494	30,222	30,888				
24	14.03	14.36	14.71	15.09	15.41				
	29,182	29,869	30,597	31,387	32,053				
25	14.53	14.85	15.24	15.62	16.09	16.35			
	30,222	30,888	31,699	32,490	33,467	34,008			
26	15.09	15.41	15.80	16.22	16.61	17.03			
	31,387	32,053	32,864	33,738	34,549	35,422			
27	15.62	16.09	16.35	16.78	17.22	17.72	18.36		
	32,490	33,467	34,008	34,902	35,818	36,858	38,189		
28	16.35	16.78	17.22	17.72	18.36	19.06	19.88		
	34,008	34,902	35,818	36,858	38,189	39,645	41,350		
29	17.22	17.72	18.36	19.06	19.88	20.81	21.77		
	35,818	36,858	38,189	39,645	41,350	43,285	45,282		
30	18.36	19.06	19.88	20.81	21.77	22.71	23.87		
	38,189	39,645	41,350	43,285	45,282	47,237	49,650		
31	19.88	20.81	21.77	22.71	23.87	25.04	26.28		
	41,350	43,285	45,282	47,237	49,650	52,083	54,662		
32	21.77	22.71	23.87	25.04	26.28	27.55	28.89	30.35	31.86
	45,282	47,237	49,650	52,083	54,662	57,304	60,091	63,128	66,269
33	23.87	25.04	26.28	27.55	28.89	30.35	31.80	33.37	35.02
	49,650	52,083	54,662	57,304	60,091	63,128	66,144	69,410	72,842
34	26.28	27.55	28.89	30.35	31.80	33.37	35.02	36.74	38.57
	54,662	57,304	60,091	63,128	66,144	69,410	72,842	76,419	80,226
35	28.89	30.35	31.80	33.37	35.02	36.74	38.54	40.49	42.53
	60,091	63,128	66,144	69,410	72,842	76,419	80,163	84,219	88,462
36	31.80	33.37	35.02	36.74	38.54	40.49	42.50	44.62	46.83
	66,144	69,410	72,842	76,419	80,163	84,219	88,400	92,810	97,406
E1	20.10	21.10	22.14	23.26	24.42	25.64	26.91	28.28	
	41,808	43,888	46,051	48,381	50,794	53,331	55,973	58,822	
E2	22.14	23.26	24.42	25.64	26.91	28.28	29.67	31.15	32.73
	46,051	48,381	50,794	53,331	55,973	58,822	61,714	64,792	68,078
E3	24.42	25.64	26.91	28.28	29.67	31.15	32.73	34.34	36.07
	50,794	53,331	55,973	58,822	61,714	64,792	68,078	71,427	75,026

Appendix M

APPENDIX M

DRUG-FREE WORKPLACE POLICY

Section 1. Statement of Policy

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

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

C. The State will periodically provide information and training programs concerning the impact of alcohol and other drug use on job performance, as well as information concerning the State's Employee Assistance Program and any other resources that an employee or his/her family may contact for assistance in overcoming an alcohol and/or other drug problem. All bargaining unit employees shall be furnished with a copy of the Employer's drug-free workplace policies within thirty (30) days of initial employment with a state agency. Additionally, each employee will similarly be provided with a written description of the Employer's drug testing policy, including the procedures under which a test may be ordered, procedures for obtaining samples for testing, how testing will be conducted and reported to the Employer and employees; and the potential consequences of refusing to submit to testing or of positive test results. In addition, managers and supervisors shall be provided training about the Drug-Free Workplace Policy and alcohol and the drug-testing program in order to ensure that the policy and program are administered consistently, fairly, and within appropriate Constitutional parameters.
Training will be provided to all covered employees prior to implementation based upon agreement of the parties, joint training by the parties can be provided on an Agency basis. New employees who are covered will be provided notice and training prior to testing. Testing for new classifications listed in Section 7 will not commence until such time as employees are provided notice and training.

D. Any employees suffering from a substance abuse problem shall receive the same careful consideration and offer of treatment that is presently extended under the State's existing benefit plans to those employees having other mental health and substance abuse conditions, as well as under the Employee Assistance Plan established under Article 9 of this Agreement. The same benefits and insurance coverages that are provided for all other illnesses, diseases, and/or physical or psychological conditions, under the State's established health insurance benefit plan, shall be available for individuals who accept medically approved treatment of alcoholism or drug dependency.

E. An employee's refusal to accept referral for diagnosis or to follow the prescribed treatment will be handled in accordance with other policies relating to job performance, subject to the contractual grievance/arbitration procedures and other provisions of this Agreement. No person with a substance abuse problem shall have his/her job security or promotional opportunities jeopardized by a request for diagnosis and/or treatment. Continued unacceptable job performance, attendance, and/or behavioral problems will result in disciplinary action, up to and including termination.

F. The confidential nature of the medical records of employees with substance abuse problems shall be maintained pursuant to both Ohio and Federal laws. Similarly, all records relating to drug tests and their results shall be maintained in accordance with Ohio and Federal laws.

G. All Department heads, managers, and supervisors are responsible for adherence to, and implementation, enforcement, and monitoring of, this policy.

Explanation: *Employees in safety sensitive positions listed in Section 7 shall not be tested until they are provided notice and training on random drug testing procedures.*

Instructions: *Employer representatives should direct questions concerning the maintenance of records to DAS, HRD, Office of Policy Development.*

Section 2. Drug-Testing Conditions

A. State Testing

1. Reasonable Suspicion

Employees covered by this Agreement may be required to submit a urine specimen for testing for the presence of drugs or a breath sample for the testing of the presence of alcohol:
Where there is reasonable suspicion to believe that the employee, when appearing for duty or on the job, is under the influence of, or his/her job performance, is impaired by alcohol or other drugs. Such reasonable suspicion must be based upon objective facts or specific circumstances found to exist that present a reasonable basis to believe that an employee is under the influence of, or is using or abusing, alcohol or drugs. Examples of reasonable suspicion shall include, but are not limited to, slurred speech, disorientation, abnormal conduct or behavior, or involvement in an on-the-job accident resulting in disabling personal injury requiring immediate hospitalization of any person or property damage in excess of $2,000, where the circumstances raise a reasonable suspicion concerning the existence of alcohol or other drug use or abuse by the employee. In addition, such reasonable suspicion must be documented in writing and supported by two witnesses, including the person having such suspicion. The immediate supervisor shall be contacted to confirm a test is warranted based upon the circumstances. Such written documentation must be presented to the employee and the department head, who shall maintain such report in the strictest confidence, except that a copy shall be released to any person designated by the affected employee.

2. Rebuttable Presumption

For the determination of eligibility for Workers' Compensation and benefits, a positive test creates a "rebuttable presumption:" if (1) an employee has been injured and the Employer had reasonable cause to suspect the employee may be intoxicated or under the influence of a controlled substance not prescribed by his/her doctor, or (2)

at the request of a police officer pursuant to a traffic stop and not at the request of the employee's employer, or (3) at the request of a licensed physician who is not employed by the employee's employer. Facts and inferences may be based on, but not limited to: (1) Observable phenomena, such as direct observation of use, possession, or distribution of alcohol or a controlled substance, or of the physical symptoms of being under the influence of alcohol or a controlled substance, such as but not limited to slurred speech, dilated pupils, odor of alcohol or a controlled substance, changes in affect, or dynamic mood swings; (2) A pattern of abnormal conduct, erratic or aberrant behavior, or deteriorating work performance such as frequent absenteeism, excessive tardiness, or recurrent accidents, that appears to be related to the use of alcohol or a controlled substance, and does not appear to be attributable to other factors; (3) The identification of an employee as the focus of a criminal investigation into unauthorized possession, use, or trafficking of a controlled substance; (4) A report of use of alcohol or a controlled substance provided by a reliable and credible source; (5) Repeated or flagrant violations of the safety or work rules of the employee's employer, that are determined by the employee's supervisor to pose a substantial risk of physical injury or property damage and that appear to be related to the use of alcohol or a controlled substance and that do not appear attributable to other factors.

Explanation: *Pursuant to HB 223/ORC 4123.54 positive tests create "rebuttable presumption" for the eligibility for Workers' Compensation and benefits.*

Instructions: *Employer representatives should contact DAS, HRD, Office of Policy Development for information and assistance in administering the program.*

~~2~~3. Random Testing

Employees who have direct contact with inmates, **parolees** or youths in the Department of Rehabilitation and Correction and Department of Youth Services shall be subject to random drug testing. **All employees listed in Section 7 - Safety Sensitive Positions, shall be subject to random drug testing.**

Explanation: *This new language includes employees who are in contact with parolees; these employees include central office personnel in DR&C and DYS. These employees will now be put into the State's Random drug testing pool.*

Instructions: *Employer representatives should contact DAS, HRD, Office of Policy Development for information and assistance in administering the program.*

B. Federal Testing

Employees who are required to be tested pursuant to Federal laws and/or Federal regulations shall be tested in accordance with those laws and regulations.

Explanation: *This section outlines the types of drug testing that the Employer may conduct. The Employer may conduct reasonable suspicion, rebuttable presumption and random testing pursuant to the Agreement, and will conduct other drug testing as required by Federal Laws and/or regulations.*

Instructions: *Employer representatives should direct questions concerning the maintenance of records to DAS, HRD, Office of Policy Development.*

Section 3. Testing Procedures and Guarantees

A. State Testing

1. Procedures and protocols for the collection, transmission and testing of the employees' samples shall conform to the methods and procedures provided by Federal regulations pursuant to the Federal Omnibus Transportation Employee Testing Act of 1991.
2. Employees shall have the right to consult with a Union representative, if one is available one hour prior to testing, and a Union representative may accompany the employee to the specimen collection site as long as reasonable suspicion is called for by the Employer.
3. The random testing pools for DYS employees and DR&C employees shall be maintained on a State-wide basis that includes all employees in the Agency who are subject to random testing. The random testing pool shall be maintained and administered by the Drug-Free Workplace Services Program of the Department of Administrative Services. The percentage of employees to be tested annually will vary during the first two (2) years of the Agreement, the percentage of the employees to be tested annually at up to 30% of the random testing pool. During the last year of the agreement, the percentage of the employees to be tested annually can vary from 10% to 30% of the average total of the random testing pool.
4. The Drug-Free Workplace Office of DAS may issue the random testing list to DYS Central Office and DR&C Central Office. The agency Central Office shall issue a list of employees to the appropriate Facilities/Institutions. Any employee included on the list who is subject to a random test shall be tested within seven (7) days after the Facility/Institution has received the random list. Any employee who is not tested within seven (7) days after the Facility/Institution receives the list shall not be tested as a result of that list.
5. A test result which indicates a .04% blood alcohol level will be considered a positive test. No consequences will attach to any result below a .04% level.
6. The employee shall be responsible for the cost of all follow-up alcohol and drug tests that are ordered by the Employer.

B. Federal Testing

1. The Employer will comply with all provisions of the Federal Omnibus Transportation Employee Testing Act of 1991 and the Federal Drug Free Workplace Act of 1988 and any other Federal laws and regulations covering the control of substance abuse in the workplace. Any proposed policies or guidelines proposed by the Employer to comply with these regulations will be provided to the Union. The Employer will comply with any bargaining obligations as required by law.

2. The random testing pool shall be maintained and administered by the Drug Free Workplace Services Program of the Department of Administrative Services.

Explanation: *This Section sets forth the testing procedures to be utilized for all types of testing. All testing procedures and protocols shall conform to Federal laws and/or regulations. Employees subject to State reasonable suspicion testing shall have the right to consult with a Union representative if one is available, one hour prior to testing. Additionally, in cases of reasonable suspicion testing a Union representative may accompany an employee to the specimen collection site.*

Instructions: *Employer representatives should contact DAS, HRD, Office of Policy Development for information and assistance in administering the program.*

Section 4. General Provisions Applicable To All Testing

A. Subject to the reasonable requirements of the laboratory, the Union shall have the right, upon reasonable request made to the laboratory, to inspect and observe any aspect of the drug testing program, with the exception of individual test results. The Union may inspect individual test results, if the release of such information is authorized, in writing, by the affected employee.

B. Covered employees will be selected from the random selection pool by a computer-driven random number process based upon the position control numbers of all positions for which testing is required. Procedures will be developed by each Agency and work site with the approval of the Drug Free Workplace Services pursuant to state wide policy.

C. Periodically, at the Union's discretion, the Union shall have the opportunity to audit the State's sampling and testing procedures.

~~D. An employee may be assigned to non-safety sensitive duties after testing positive. However, no employee may be displaced from a pick-a-post position based on such an assignment.~~

~~E~~**D**. If the employee is sent home after notice is received by the Employer that he/she tested positive the Employer shall place the employee on administrative leave with pay pending notice of the pre-disciplinary meeting. If the employee does not waive the 72 hour pre-disciplinary meeting requirement, the employee shall be placed on approved administrative leave without pay and may use any accruals to cover the time off.

~~F~~**E**. All sample collection shall be conducted off-site by professional non-state personnel subject to the requirements of the testing lab unless the parties on a facility-by-facility basis mutually agree to an alternative sample collection process.

~~G~~**F**. Travel time and testing are to be considered "time worked" for compensation purposes.

Explanation: *This Section sets forth general provisions applicable to all testing. It establishes the selection process for the random testing pool. The language provides the Union with an opportunity to audit the State's sampling and testing procedures. The language gives the employer the right to place an employee on administrative leave with pay. It is recommended that agencies give an employee the pre-disciplinary notice at the time they give the employee notice of a positive test result, and hold the pre-disciplinary meeting immediately or as soon as practicable. If the agency is not able to immediately conduct the pre-disciplinary*

meeting, the employee is to be placed on administrative leave with pay and must be paid until the pre-disciplinary meeting is conducted. If the employee refuses to waive the right to a seventy-two (72) hour notice of pre-disciplinary meeting, the employee will be placed on an ***approved leave without pay****.*

Instructions: *Employer representatives should contact DAS, HRD, Office of Policy Development for information and assistance in administering the program.*

Section 5. Notice of Drug-Related Convictions

As required by the Federal Drug-Free Workplace Act of 1988, each employee covered by this Agreement is required to notify his/her agency head or his/her designee, within five (5) days after he/she is convicted of a violation of any federal or state criminal drug statute, provided such conviction occurred at the workplace or any location where the employee is working at the time of the incident which led to the conviction. Each agency is required to notify any federal agency with which it has a contract or grant, within ten (10) days after receiving notice from the employee, of the fact of such conviction. Any employee's failure to report such a conviction will subject such employee to disciplinary action, up to and including termination consistent with the just cause standards set forth in Article 24 of this Agreement. An agency head or his/her designee may refer such employees to the Employee Assistance Program for referral and treatment.

Section 6. Disciplinary Action

On the first occasion in which any employee who is determined to be under the influence of, or using, for alcohol or other drugs, while on duty, as confirmed by testing pursuant to this policy, the employee shall be given the opportunity to enter into and successfully complete a substance abuse program certified by the Ohio Department of Alcohol and Drug Addiction Services. No disciplinary action shall be taken against the employee, provided he/she successfully completes the program. Last chance agreements shall not be effective for longer than five (5) years, except if any of the following situations led to the drug or alcohol testing, in which case the last chance agreement shall be of an unlimited duration:

1. Any accident involving a fatality;
2. Any accident in which the driver is cited and there is disabling damage to the vehicle(s) requiring tow-away; or
3. Any accident in which the driver is cited and off site medical treatment was required.

Any last chance agreements entered into during the term of the last contract shall be subject to the above provision.

Employees on their initial probationary period who test positive for drugs or alcohol from either a random or reasonable suspicion test shall not be eligible for a last chance or EAP Agreement. The probationary employee shall be terminated on the first occasion in which they test positive for alcohol or other drugs.

Explanation: *This Section clarifies that employees who are still on their initial probationary period and test positive for drugs, no matter the reason tested, shall be terminated.*

Last chance agreement remain in effect for no longer than five years; however, last change agreements may be for an unlimited duration if certain circumstances exist.

PLEASE NOTE: *A previous fact finder recommended that the language relating to last chance agreements be applied to such agreements executed during the life of the 1994-1997 collective bargaining agreement. Please refer to the language for those circumstances.*

Instructions: *Employer representatives should direct any questions concerning the execution and/or implementation of last chance agreements to DAS, HRD, Office of Policy Development and the DAS Office of Collective Bargaining. Bargaining unit employees should direct questions concerning the execution and/or implementation of last chance agreements to their Staff Representatives.*

Section 7. Safety Sensitive Positions

The following classifications are considered to be safety sensitive positions. Employees in these classifications shall be subject to random testing as described above.

B.U.	Class #	Title
4	**44213**	**Activity Therapy Specialist 1**
4	**44214**	**Activity Therapy Specialist 2**
6	65312	Advanced Emergency Medical Technician - Ambulance
6	54211	Aircraft Attendant
6	30762	Aircraft Mechanic 2
6	54221	Aircraft Mechanic Technician
~~14~~	~~54231~~	~~Aircraft Pilot 1~~
~~14~~	~~54232~~	~~Aircraft Pilot 2~~
6	54451	Ambulance Operator
7	21581	Amusement Ride and Game Inspector 1
7	21582	Amusement Ride and Game Inspector 2
7	**26531**	**Arson Investigator**
~~7~~	~~26531~~	~~Arson Investigators~~
~~7~~	~~24941~~	~~Aviation Specialist 1~~
~~7~~	~~24942~~	~~Aviation Specialist 2~~
14	**24951**	**Aviator 1**
14	**24952**	**Aviator 2**
7	24121	Boiler Inspector
6	**54541**	**Boiler Operator 1**
6	**54542**	**Boiler Operator 2**
7	24421	Breath Alcohol Testing Inspector
6	53230	Bridge and Lock Tender
3	**46531**	**Correction Officer**
6	**53821**	**Delivery Worker**
6	54421	Dredge Operator 1
6	54422	Dredge Operator 2
7	24333	Driver's License Examiner 2 (Lead Worker)
7	24331	Driver's License Examiner 1
7	24332	Driver's License Examiner 2 (CDL)
7	24131	Electrical Inspector

7	24145	Elevator Inspector
7	24140	Elevator Inspector Trainee
4	65311	Emergency Medical Technician-Ambulance
~~7~~	~~26521~~	~~Fire Safety Inspector~~
4	**44211**	**General Activities Therapist 1**
4	**44212**	**General Activities Therapist 2**
7	33343	Hazardous Materials Coordinator
7	64921	Hazardous Materials Specialist
~~7~~	~~64921~~	~~Hazardous Materials Specialist~~
7	23161	Hazardous Materials Investigation Specialist 1
7	23162	Hazardous Materials Investigation Specialist 2
7	24151	High Pressure Piping Inspector
4	**44111**	**Hospital Aides**
4	**44161**	**Licensed Practical Nurse**
6	22551	Lock Area Technician
7	**23111**	**Motor Carrier Enforcement Inspectors**
7	24123	Nuclear Boiler Inspector
4	**44310**	**Occupational Therapy Assistant**
4	**42741**	**Pharmacy Attendant**
3	**44141**	**Psychiatric Attendant**
7	23181	Public Utilities Gas Pipeline Safety ~~Coordinator~~ **Compliance** Investigator
7	23311	Railroad Inspector 1
7	23312	Railroad Inspector 2
7	23313	Railroad Inspector 3
4	**44112**	**Therapeutic Program Worker**
3	46611	Youth Leader (Blind/Deaf School)

***Construction employees pursuant to the Department of Transportation's Agency Specific Agreement, Section L in Appendix Q.**

Explanation: *This section establishes a list of safety sensitive positions that shall be subject to random drug testing. New classifications have been added to the list of classifications subject to random testing because of the nature of the duties performed.*

Instructions: *Please direct any questions to DAS, HRD, Office of Policy Development or DAS Office of Collective Bargaining.*

Effective Date: *Employees in the above listed classifications shall not be randomly tested until such time as they are provided with notice and training of the random testing procedures.*

Appendix N

APPENDIX N

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

Memorandum of Understanding For Implementation of Work Areas For Mental Retardation Department of Youth Services, and Ohio Veterans Home of 8/31/87

A. Work Areas for Mental Health, Mental Retardation, Department of Youth Services, and Ohio Veterans Home

"Work areas," for the purposes of this memorandum, shall be defined as the smallest subdivision of regular work assignment in the physical setting wherein an employee performs his/her assigned work on a regular basis. (Examples include, but are not limited to, a ward, unit, module, cottage or 1/2 a cottage, kitchen, laundry, building or facility.)

B. Selection of Work Area Process

Within thirty (30) days of the completion of the specified work area negotiations (as outlined in G), each institution shall post all the work area assignments as defined in A above) for the positions identified in Appendix N. The postings shall include the classification, exact work area, the regularly scheduled days off pursuant to Article 13, and the shift. The affected employees (in classifications listed in Appendix N) at each institution shall be canvassed jointly by the Employer and the Union in institutional seniority order with the most senior employee person being asked his/her preference first; the next most senior person second, etc. Those employees shall be permitted to select their preferred work area. The work area shall be awarded to the employee with the most institutional seniority unless the agency can show that the skills and abilities of a junior employee who has bid on the work area are demonstrably superior to the senior employee. Successful bidders shall meet any professional needs of the position. When the Employer denies an employee his/her preferred work area assignment because the employee, does not meet the professional needs, it shall be the Employers burden to demonstrate that the employee does not meet the professional needs.

The canvass will be stopped if an individual employee is not available for making the selection unless the Union and the Employer mutually agree to do otherwise. The canvass will continue once this employee is contacted and has made his/her selection. Employees on any approved leave will be canvassed as part of the regular canvass. The employee who fills the work area assignment desired by the employee on approved leave will be informed that the assignment is temporary. Upon the return to work of the employee on leave, the employee who filled that assignment will be assigned to an available opening or may express preference if there are multiple openings. The displaced employee will not have bumping rights in this instance. Every reasonable effort will be made to move the employee to the work area within fourteen (14) days of the completion of the canvass. However, in emergencies or where abnormal work loads exist in the employee's incumbent work area, assignment may be delayed up to forty-five (45) calendar days after the completion of the canvass.

C. Filling of Work Area Openings

Thereafter, employees shall be given the opportunity to bid for work area openings in their job classification in other work areas within their institutions. Work area openings shall be posted for at least ten (10) calendar days, and shall include all the information contained on the postings for

the first time canvass with the additional information of the anticipated date by which the work area opening will be filled. The work area shall be awarded to the employee with the most institutional seniority unless the agency can show that the skills and abilities of a junior employee who has bid on the work area are demonstrably superior to the senior employee. Successful bidders shall meet any professional needs of the position. When the employee denies an employee his/her preferred work area opening because the employee does not meet the professional needs, it shall be the Employer's burden to demonstrate that the employee does not meet the professional needs. Employees are limited to exercising their right to bid on a work area opening to two (2) successful bids a year (excluding the first canvassing described in B above). There shall be no more than two (2) additional work area selections resulting from the filling of a work area opening. Work area openings not filled in this manner shall be considered in accordance with the provisions of Article 17.

D. Integrity of the Work Area

The Employer shall not change the make-up and basic nature of the work areas so as to subvert any rights guaranteed by this memorandum. If, through necessary reorganization of the institution, the nature of the work area changes, such changes shall be discussed in Institutional Labor/Management Committee meetings. If agreement cannot be reached at such meetings, the proposed change shall be discussed at Department level Labor/Management Committee meetings. If agreement cannot be reached, the Union may grieve such work area changes utilizing the applicable provisions outlined in Article 25.07 and Article 25.10 of the Collective Bargaining Agreement.

E. Expansion of MH, MR, DYS, OVH, and Facilities

In the event the Employer expands any of the institutions covered by this memorandum, or constructs new ones, it shall provide timely notice to the local Chapter President and the OCSEA Executive Director. Within thirty (30) days of this notice, the local Labor/Management team will meet to discuss the new work areas at the facility. If agreement cannot be reached, the Union may grieve such work area changes utilizing the applicable provisions outlined in Article 25.07 and Article 25.10 of the Collective Bargaining Agreement.

F. Relief Assignments

Relief positions shall be put up for bid as part of the initial canvass and as they become work area openings. Relief assignment shall be utilized by the Employer as a regular assignment. All employees who work in relief positions shall be allowed to, on a daily basis, by seniority, pick the area they are to serve as relief for that day. This section shall not result in the reduction of currently filled single post assignments unless mutually agreed to by the parties. How the relief position(s) will be utilized shall be the subject of the separate local work area negotiations.

G. Specific Work Area Negotiations

Within thirty (30) days of this agreement, the local Chapter President and up to two (2) additional representatives, along with an OCSEA Staff Representative(s) shall meet with the Employer at each institution in MH, MR, DYS, OVH and to negotiate the specific work areas as defined by this memorandum. It is the goal of the parties to resolve any work area disputes in these local institutional negotiations. However, if agreement cannot be reached at such negotiations, the following procedure shall be used for the resolution of those work areas in dispute. Within forty-five (45) days of the signing of this memorandum, local officials from the appropriate institution and OCSEA Staff will meet with representatives from the appropriate agency and the Office of Collective Bargaining in a good faith effort to resolve the remaining work area disputes.

In the event the parties cannot agree, the Union and the Employer shall submit a final offer stipulating their positions on the disputed work area and the arbitrator will select the "best offer" from the detailed proposals submitted by the parties.

H. Seniority Lists

Within thirty (30) days of this agreement, the employer shall provide to the Chapter President what it believes to be the correct institutional seniority list for all affected employees. Additionally, written notification of each employee's institutional seniority shall be provided to each employee with their paycheck. Employees who believe the institutional seniority date to be in error shall meet with the appropriate management personnel and Union representative in an effort to determine the correct seniority date. If no agreement can be reached as to what is the correct institutional seniority date, the employee may utilize the grievance procedure starting at Step Three (3).

Listings of Employee Job Classifications in Mental Health, Mental Retardation, Department of Youth Services, and Ohio Veterans Home Institutions Covered by the Memorandum of Understanding Concerning Work Area Assignments

Bargaining Unit No. 3

Psychiatric Attendant
Psychiatric Attendant Coordinator
Juvenile Correctional Officer
Correction Officer

Bargaining Unit No. 4

Social Service Aide
Adult Teacher Aide 1
Adult Teacher Aide 2
Adult Teacher Aide 3
Vocation Instructor 1
Vocation Instructor 2
Rehabilitation Aide
Recreation Aide
Hospital Aide
Therapeutic Program Worker
Hospital Aide Coordinator 1
Hospital Aide Coordinator 2
Licensed Practical Nurse
Activities Aide
General Activities Therapist 1
General Activities Therapist 2
Activities Therapist Specialist 1
Activities Therapist Specialist 2
Children's Teacher Aide 1
Children's Teacher Aide 2
Children's Teacher Aide 3
Therapy Aide
Mental Health Technician 1
Child Care Worker

Bargaining Unit No. 5
Custodial Work Coordinator
Custodial Laundry Coordinator
Custodial Worker
Food Service Worker
Cook 1
Cook 2
Food Service Coordinator 1
Food Service Coordinator 2
Food Consultant
Correctional Food Service Coordinator
Baker
Bargaining Unit No. 14
Mental Health Administrator

APPENDIX O

ALPHABETICAL CLASSIFICATION LIST

Note: All classifications numbered 30000 through 39999 are holding classifications. These classifications can be found in Appendices A through H.

B.U.	Class No.	Pay Range	Title
9	16511	26	Account Clerk 1
9	16512	27	Account Clerk 2
9	30822	26	Account Clerk 2
9	16513	28	Account Clerk 3
14	30972	28	Accountant 2
9	66391	31	Account Executive
9	66111	26	Accountant/Examiner 1
9	66112	28	Accountant/Examiner 2
14	66113	30	Accountant/Examiner 3
14	66114	31	Accountant/Examiner 4
9	30342	25	Accounting Machine Operator 2
4	44210	04	Activities Aide
4	44213	~~26~~27	Activity Therapy Specialist 1
4	44214	29	Activity Therapy Specialist 2
6	52351	08	Adaptive Equipment Technician
14	31181	28	Administrative Assistant 1
14	63121	28	Administrative Assistant 1
14	30242	30	Administrative Assistant 2 (Non-exempt)
14	30243	32	Administrative Assistant 3 (Non-exempt)
9	31171	28	Administrative Secretary 1
4	18121	26	Adult Teacher Aide 1
4	18122	27	Adult Teacher Aide 2
4	18123	28	Adult Teacher Aide 3
~~64~~	65312	28	Adv. Emergency Med. Technician – Ambulance
7	21311	31	Agriculture Enforcement Agent
13	85721	32	Air Quality Engineer 1
6	52291	08	Air Quality Technician 1
6	52292	09	Air Quality Technician 2
6	54211	06	Aircraft Attendant
6	54221	11	Aircraft Maintenance Technician
~~14~~	~~54231~~	~~32~~	~~Aircraft Pilot 1~~
~~14~~	~~54232~~	~~33~~	~~Aircraft Pilot 2~~
6	54451	05	Ambulance Operator
7	21581	28	Amusement Ride and Game Inspector 1
7	21582	29	Amusement Ride and Game Inspector 2
7	21141	29	Apiary Specialist
14	84514	31	Appraisal Specialist

B.U.	Class No.	Pay Range	Title
14	84511	27	Appraiser 1
14	84512	29	Appraiser 2
14	84513	30	Appraiser 3
13	85113	34	Architect
7	26531	32	Arson Investigator
6	52290	05	Assistant Air Quality Technician
6	52240	05	Assistant Carpenter
14	66350	32	Assistant Foreign Office Manager
~~13~~	~~22330~~	~~29~~	~~Assistant Forest Manager~~
14	31870	29	Assistant Liaison Officer
14	63510	29	Assistant Liaison Officer
6	52260	05	Assistant Plumber
6	53151	09	Assistant Statue/Decorative Artwork Restorer
14	63842	31	Attorney 1
14	63843	32	Attorney 2
14	63844	33	Attorney 3
7	52642	31	Audio/Visual Production Specialist
7	52631	06	Audio/Visual Repair Worker
7	52641	07	Audio/Visual Specialist
9	16781	29	Auto Liability Claims Specialist 1
9	16782	30	Auto Liability Claims Specialist 2
6	30462	08	Auto Mechanic 2
7	84651	29	Automobile Emissions Inspector
6	52111	06	Automotive Body Repair Worker 1
6	52112	08	Automotive Body Repair Worker 2
6	52131	05	Automotive Mechanic 1
6	52132	07	Automotive Mechanic 2
6	52130	02	Automotive Service Worker
6	52133	09	Automotive Technician
6	52121	04	Automotive Tire Repair Worker
~~7~~	~~24941~~	~~30~~	~~Aviation Specialist 1~~
~~7~~	~~24942~~	~~32~~	~~Aviation Specialist 2~~
14	**24951**	**32**	**Aviator 1**
14	**24952**	**33**	**Aviator 2**
5	42331	06	Baker
4	42731	05	Barber
7	21521	~~27~~**29**	Barber Inspector
9	64481	28	Benefits Customer Service Representative
14	65250	30	Benefits Management Representative
7	52711	07	Bindery Operator
13	83271	28	Biologist
7	84334	28	Bituminous Plant Coordinator
7	84331	26	Bituminous Plant Inspector
7	24121	31	Boiler Inspector

B.U.	Class No.	Pay Range	Title
6	54511	04	Boiler Maintenance Worker
6	54541	05	Boiler Operator 1
6	54542	06	Boiler Operator 2
6	54513	06	Boiler Repair Worker
14	66241	28	Bond Accountant 1
14	66242	30	Bond Accountant 2
14	66243	31	Bond Accountant 3
14	66244	32	Bond Accountant Coordinator
9	54431	06	Bookmobile Operator
7	24421	28	Breath Alcohol Testing Inspector
6	53230	05	Bridge and Lock Tender
13	85851	31	Bridge Specialist 1
13	85852	32	Bridge Specialist 2
6	53231	07	Bridge Worker 1
6	53232	08	Bridge Worker 2
7	52611	28	Broadcasting Engineer
7	52621	09	Broadcasting/Network ITV Coordinator
14	63251	32	Budget Analyst 1
14	63252	33	Budget Analyst 2
14	31382	31	Budget Officer 2
7	24111	30	Building Inspector
14	67121	34	Business Continuity Analyst 1
14	67122	35	Business Continuity Analyst 2
14	64574	31	Business Enterprise Program Coordinator
14	64571	30	Business Enterprise Specialist
14	63311	28	Business Services Officer
14	63981	34	BWC Attorney 1
14	63982	35	BWC Attorney 2
9	33411	29	BWC Customer Service Representative
9	64451	28	BWC Customer Service Representative
9	63521	28	BWC Employer Service Representative
9	26262	33	BWC Fraud Analyst
9	26261	32	BWC Fraud Investigator
6	22560	24	Campground Attendant
6	22565	27	Campground Coordinator 1
6	22566	28	Campground Coordinator 2
14	64331	29	Cancer Registrar
6	52241	07	Carpenter 1
6	52242	08	Carpenter 2
7	82311	28	Cartographer
7	31391	29	Case Control Reviewer
9	16111	05	Cashier
6	22151	25	CCC Dormitory Advisor
6	22171	08	CCC Project Crew Leader

B.U.	Class No.	Pay Range	Title
7	84330	25	Centrifuge Operator
9	16841	27	Certification/Licensure Examiner 1
9	16842	28	Certification/Licensure Examiner 2
9	14731	04	Chemical Stores Clerk
13	83221	29	Chemist 1
13	83222	30	Chemist 2
13	83223	31	Chemist 3
13	83224	32	Chemist 4
4	46621	04	Child Care Worker
4	18111	03	Children's Teacher Aide 1
4	18112	04	Children's Teacher Aide 2
4	18113	25	Children's Teacher Aide 3
7	21681	32	Chiropractic Board Enforcement Investigator
14	63481	33	Civil Rights Alternative Dispute Res. Mediator
14	69123	30	Civil Rights Compliance Coordinator
14	69111	29	Civil Rights Investigator 1
14	69112	31	Civil Rights Investigator 2
14	69121	29	Civil Rights Specialist
9	16791	26	Claims Examiner 1
9	16792	27	Claims Examiner 2
9	16793	28	Claims Examiner 3
9	16794	29	Claims Examiner 4
9	16795	30	Claims Examiner Specialist
9	30113	25	Clerical Specialist
9	30001	26	Clerical Technician
9	12111	03	Clerk 1
9	12112	04	Clerk 2
9	12113	26	Clerk 3
14	83851	32	Coal Program Financial Analyst
5	14211	04	Commissary Worker 1
5	14212	06	Commissary Worker 2
4	44731	27	Community Adjustment Trainer 1
4	44732	27	Community Adjustment Trainer 2
414	66381	32	Community Development Analyst
14	64171	34	Computer Acquisition Analyst 1
14	64172	35	Computer Acquisition Analyst 2
14	64173	36	Computer Acquisition Analyst 3
9	12374	30	Computer Operations Analyst
9	12370	25	Computer Operator 1
9	31011	27	Computer Operator 1
9	12371	26	Computer Operator 2
9	31012	28	Computer Operator 2
9	12372	28	Computer Operator 3
9	12373	29	Computer Operator 4

B.U.	Class No.	Pay Range	Title
6	22832	04	Conservation Aide
6	22833	05	Conservation Crew Leader
6	22831	02	Conservation Worker
13	85831	31	Construction Project Specialist 1
13	85833	32	Construction Project Specialist 2
13	85834	33	Construction Project Specialist 3
13	85835	34	Construction Project Specialist 4
14	66451	30	Consumer Finance Examiner 1
14	66452	31	Consumer Finance Examiner 2
14	66453	33	Consumer Finance Examiner 3
14	66454	34	Consumer Finance Examiner 4
7	26241	30	Consumers' Counsel Utility Investigator
14	66551	30	Contract Evaluator/Negotiator
5	42351	03	Cook 1
5	42352	05	Cook 2
6	30745	09	Correction Farm Supervisor 2
3	46531	28	Correction Officer
3	46532	29	Correction Sergeant/Counselor
6	53541	08	Correctional Dairy Processing Plant Operator
6	46541	08	Correctional Farm Coordinator
6	46540	04	Correctional Farm Laborer
3	26511	28	Correctional Firefighter
5	42451	28	Correctional Food Service Coordinator
5	42541	28	Correctional Laundry Coordinator
7	52751	08	Correctional Printing Machine Coordinator
14	63231	28	Correctional Records Management Officer
4	42711	05	Cosmetologist
7	21511	28	Cosmetology Examiner
7	21512	29	Cosmetology Inspector
7	21513	30	Cosmetology Inspector, Trainer & Eval.
7	26121	30	Criminal Investigator 1
7	26122	31	Criminal Investigator 2
14	64721	32	Criminal Justice Field Representative
14	64712	31	Criminal Justice Planner
14	64711	30	Criminal Justice Planning Specialist
14	64722	33	Criminal Justice Policy Specialist
13	86141	~~32~~33	Criminalist
5	30021	04	Custodial Work Coordinator
5	42111	02	Custodial Worker
9	64431	27	Customer Service Assistant 1
9	64432	28	Customer Service Assistant 2
9	64433	29	Customer Service Assistant 3
9	16851	29	Customer Service Associate
9	64282	29	Cust. Serv. Disabled Veterans Outreach Specialist

B.U.	Class No.	Pay Range	Title
9	64281	29	Customer Service Representative
9	64284	30	Customer Service Specialist
7	24341	29	Customer Service Specialist 1
7	24342	30	Customer Service Specialist 2
9	64283	29	Cust. Serv. Veterans Employment Representative
6	53521	04	Dairy Worker 1
6	53522	06	Dairy Worker 2
14	64151	32	Data Base Analyst 1
14	64152	33	Data Base Analyst 2
14	64153	34	Data Base Analyst 3
14	64154	35	Data Base Analyst 4
14	64155	36	Data Base Analyst 5
9	12351	25	Data Control Technician 1
9	12352	26	Data Control Technician 2
9	12353	27	Data Control Technician 3
9	12331	04	Data Entry Operator 1
9	12332	25	Data Entry Operator 2
9	12333	26	Data Entry Operator 3
9	30403	25	Data Entry Operator 3
9	12341	24	Data Librarian 1
9	12342	25	Data Librarian 2
9	12343	26	Data Librarian 3
9	12321	04	Data Processor 1
9	12322	25	Data Processor 2
9	12323	26	Data Processor 3
14	12380	32	Data Securities Specialist
14	12381	34	Data Security Analyst 1
14	12382	35	Data Security Analyst 2
9	12311	27	Data Storage Technician 1
9	12312	28	Data Storage Technician 2
14	12391	28	Data Systems Coordinator 1
14	31421	29	Data Systems Coordinator 1
14	12392	29	Data Systems Coordinator 2
14	31422	30	Data Systems Coordinator 2
9	12821	28	Data Systems Scheduler 1
9	12822	29	Data Systems Scheduler 2
9	12823	31	Data Systems Scheduler 3
9	12824	32	Data Systems Scheduler 4
9	12361	24	Data Technician 1
9	12362	25	Data Technician 2
6	53821	05	Delivery Worker
14	66981	32	Demographer
4	86313	27	Dental Assistant
7	21591	32	Dental Board Enforcement Officer

B.U.	Class No.	Pay Range	Title
4	86311	27	Dental Technician
14	63361	29	Deputy Registrar Field Representative
13	85421	31	Design Engineer 1
13	85422	33	Design Engineer 2
13	85420	30	Design Engineer Intern
13	85821	30	Design Specialist 1
13	85822	31	Design Specialist 2
13	85823	33	Design Specialist 3
13	**85824**	**34**	**Design Specialist 4**
13	85110	30	Designer 1
13	85111	32	Designer 2
14	16761	28	Disability Claims Adjudicator 1
14	16762	30	Disability Claims Adjudicator 2
14	16763	31	Disability Claims Adjudicator 3
14	**16760**	**28**	**Disability Claims Development Analyst**
14	16764	32	Disability Claims Specialist
9	16771	28	Disability Insurance Claims Examiner
9	16773	30	Disability Insurance Claims Specialist
9	64221	28	Disabled Veterans Outreach Specialist
14	64911	29	Disaster Services Consultant 1
14	64912	32	Disaster Services Consultant 2
9	14751	8	Dock Coordinator
9	12721	28	Document Delivery Technician
14	64491	30	Domestic Commercial Officer
7	84113	28	Drafting Coordinator
7	84111	25	Drafting Technician 1
7	84112	27	Drafting Technician 2
6	54421	06	Dredge Operator 1
6	54422	07	Dredge Operator 2
7	24331	28	Driver's License Examiner 1
7	24332	29	Driver's License Examiner 2 (CDL)
7	24332	29	Driver's License Examiner 2 (Lead Worker)
13	83451	28	Ecological Analyst 1
13	83452	30	Ecological Analyst 2
14	66321	31	Economist
14	**69601**	**E1**	**Education Employee Consultant 1**
14	**69602**	**E2**	**Education Employee Consultant 2**
14	**69603**	**E3**	**Education Employee Consultant 3**
~~14~~	86331	29	EEG/EKG Technician
14	31772	31	EEO Contract Compliance Officer 2
14	69162	31	EEO Contract Coordinator
14	69161	30	EEO Contract Officer
14	**69163**	**32**	**EEO Contract Specialist**
14	69160	28	EEO Contract Technician

B.U.	Class No.	Pay Range	Title
14	69171	29	EEO Enforcement Officer
14	69132	30	EEO Officer
14	69131	27	EEO Technician
7	21211	28	Egg Products Inspector
7	24131	30	Electrical Inspector
6	52281	07	Electrician 1
6	30672	08	Electrician 2
6	52282	08	Electrician 2
7	84411	29	Electronic Technician
7	52661	31	Electronic Design Coordinator
7	52662	32	Electronic Design Specialist
7	24141	32	Elevator Inspector
7	24140	29	Elevator Inspector Trainee
7	24921	30	Embalmer and Funeral Facility Inspector
4	65311	28	Emergency Medical Technician – Ambulance
9	64681	27	Employee Benefits Coordinator 1
9	64682	29	Employee Benefits Coordinator 2
14	**66432**	**31**	**Employee Services Specialist**
14	33311	33	Employer Services Analyst
9	64224	31	Employment Services Coordinator
9	64212	28	Employment Services Counselor
9	64210	27	Employment Services Interviewer
9	64223	31	Employment Services Manpower
9	64211	28	Employment Services Representative
14	66971	~~30~~**29**	Energy ~~Research~~ Analyst 1
14	66972	32	Energy ~~Research~~ Analyst 2
14	66973	33	Energy ~~Research Planner~~ **Program Developer**
13	66361	35	Energy Specialist
9	84371	26	Engineering Clerk
7	24971	32	Engineers & Surveyors Enforcement Officer
13	83231	29	Entomologist
14	66371	32	Environmental Economist
13	85712	32	Environmental Engineer 2
~~13~~**14**	85881	32	Environmental Grant Analyst
14	64461	31	Environmental Public Information Officer
13	85861	31	Environmental Specialist 1
13	85862	32	Environmental Specialist 2
13	85863	33	Environmental Specialist 3
13	85864	34	Environmental Specialist 4
7	84611	27	Environmental Technician
13	65761	29	Epidemiology Investigator 1
13	65762	32	Epidemiology Investigator 2
13	65763	33	Epidemiology Investigator 3
6	30681	08	Equipment Maintenance Coordinator

B.U.	Class No.	Pay Range	Title
6	54411	05	Equipment Operator 1
6	54412	06	Equipment Operator 2
6	54413	07	Equipment Operator 3
6	54414	07	Equipment Operator 4
7	24511	31	Ergonomist 1
7	24512	33	Ergonomist 2
7	24513	34	Ergonomist 3
7	26221	32	Ethics Commission Special Investigator
9	30864	30	Examiner 4
4	44510	27	Exercise Physiologist Assistant
6	52821	27	Exploratory Drill Operator 1
6	52822	29	Exploratory Drill Operator 2
5	42511	04	Fabric Worker 1
5	42512	04	Fabric Worker 2
13	63281	30	Facilities Planner
6	53161	7	Facility Maintenance Specialist 1
6	53162	9	Facility Maintenance Specialist 2
6	53163	11	Facility Maintenance Specialist 3
6	53531	08	Farm Coordinator
~~7~~	~~21131~~	~~30~~	~~Feed, Fertilizer, and Seed Inspector~~
13	85621	33	Field Engineer
14	66141	30	Financial Institution Examiner 1
14	66142	31	Financial Institution Examiner 2
14	66143	33	Financial Institution Examiner 3
14	66144	34	Financial Institution Examiner 4
14	66145	35	Financial Institution Examiner 5
14	31475	34	Financial Institution Examiner Specialist
14	66140	29	Financial Institution Examiner Trainee
14	64811	28	Fine Arts Specialist 1
14	64812	30	Fine Arts Specialist 2
14	64813	32	Fine Arts Specialist 3
7	26591	~~06~~07	Fire Fighter
14	26541	28	Fire Safety Educator 1
14	26542	29	Fire Safety Educator 2
7	26521	30	Fire Safety Inspector
7	26560	29	Fire Training Equipment Technician
14	26561	30	Fire Training Officer 1
14	26562	31	Fire Training Officer 2
14	66531	30	Fiscal Specialist 1
14	66532	32	Fiscal Specialist 2
13	22271	30	Fisheries Biologist 1
13	22272	31	Fisheries Biologist 2
6	22221	27	Fish Management Technician
13	22222	29	Fish Management Unit Leader

B.U.	Class No.	Pay Range	Title
13	22232	29	Fish Hatchery Coordinator
5	42441	30	Food Consultant
~~7~~	~~21243~~	~~31~~	~~Food Inspection Coordinator~~
~~7~~	~~21241~~	~~30~~	~~Food Inspector~~
7	21291	31	Food Safety Specialist 1
7	21292	32	Food Safety Specialist 2
5	42411	04	Food Service Coordinator 1
5	42412	06	Food Service Coordinator 2
5	42341	01	Food Service Worker
14	67411	33	Forensic Computer Specialist 1
14	67412	34	Forensic Computer Specialist 2
13	22321	28	Forestry Technician
13	22322	30	Forester
14	63111	29	Forms Analyst 1
14	63112	30	Forms Analyst 2
9	63141	26	Forms Control Specialist
7	21221	29	Fruit and Vegetable Inspector
4	44211	26	General Activities Therapist 1
4	44212	27	General Activities Therapist 2
13	83821	29	Geologist 1
13	83822	31	Geologist 2
13	83823	32	Geologist 3
13	83824	33	Geologist 4
7	83820	28	Geology Technician
14	85671	29	GIMS Technician 1
14	85672	30	GIMS Technician 2
14	85771	30	GIMS Specialist 1
14	85772	32	GIMS Specialist 2
6	53621	04	Golf Course Worker 1
6	53622	06	Golf Course Worker 2
7	**21122**	**30**	**Grain, Feed & Seed Examiner**
~~7~~	~~21121~~	~~29~~	~~Grain Warehouse Examiner~~
~~7~~	~~21122~~	~~30~~	~~Grain Warehouse Examiner Specialist~~
7	21261	32	Grain Warehouse Financial Analyst
14	63161	28	Grants Coordinator 1
14	63162	30	Grants Coordinator 2
7	82111	27	Graphic Artist
6	53611	04	Groundskeeper 1
6	53612	05	Groundskeeper 2
6	53613	06	Groundskeeper 3
7	23161	31	Hazardous Materials Investigation Specialist 1
7	23162	33	Hazardous Materials Investigation Specialist 2
7	64921	31	Hazardous Materials Specialist
7	26291	32	Healthcare Investigator Specialist

B.U.	Class No.	Pay Range	Title
9	17221	28	Health Financial Resource Specialist
14	64361	27	Health Information Technician 1
14	64362	29	Health Information Technician 2
13	84641	30	Health Physicist 1
13	84642	31	Health Physicist 2
13	84643	33	Health Physicist 3
14	63821	27	Hearing Assistant
14	63831	31	Hearing Officer
9	12711	04	Hearings Bailiff
7	24151	30	High Pressure Piping Inspector
6	53211	05	Highway Maintenance Worker 1
6	53212	06	Highway Maintenance Worker 2
6	53213	07	Highway Maintenance Worker 3
6	53214	08	Highway Maintenance Worker 4
7	**53771**	**06**	**Highway Technician 1**
7	**53772**	**07**	**Highway Technician 2**
7	**53773**	**08**	**Highway Technician 3**
7	**53774**	**09**	**Highway Technician 4**
7	**53775**	**10**	**Highway Technician 5**
13	65951	31	Histotechnologist
13	83831	27	Horticulturist 1
13	83832	28	Horticulturist 2
4	44111	04	Hospital Aide
4	44113	26	Hospital Aide Coordinator 1
4	44114	27	Hospital Aide Coordinator 2
14	67341	32	Housing Default Analyst
14	67331	31	Housing Development Analyst
14	67332	33	Housing Development Planner
14	67351	28	Housing Examiner 1
14	67352	30	Housing Examiner 2
14	67353	31	Housing Examiner 3
14	67354	32	Housing Examiner 4
14	67321	30	Housing Grant Analyst 1
14	67322	32	Housing Grant Analyst 2
14	67323	33	Housing Grant Analyst 3
~~14~~	~~66461~~	~~31~~	~~Human Services External Auditor 1~~
~~14~~	~~66462~~	~~32~~	~~Human Services External Auditor 2~~
~~14~~	~~66463~~	~~33~~	~~Human Services External Auditor 3~~
~~14~~	~~63971~~	~~32~~	~~Human Services Hearing Officer 1~~
~~14~~	~~63972~~	~~33~~	~~Human Services Hearing Officer 2~~
14	63921	34	Industrial Commission District Hearing Officer 1
14	63922	35	Industrial Commission District Hearing Officer 2
14	63923	36	Industrial Commission Staff Hearing Officer 1
7	24391	31	Industrial Inspector

B.U.	Class No.	Pay Range	Title
7	24481	28	Industrial Safety Consultant 1
7	24482	29	Industrial Safety Consultant 2
7	24483	31	Industrial Safety Consultant 3
7	24484	33	Industrial Safety Consultant Specialist
7	24471	30	Industrial Safety Hygienist 1
7	24472	31	Industrial Safety Hygienist 2
7	24473	33	Industrial Safety Hygienist 3
7	24474	34	Industrial Safety Hygienist 4
7	31784	34	Industrial Safety Hygienist 4
7	24411	29	Industrial Safety Inspector
~~7~~	~~31793~~	~~31~~	~~Industrial Safety Specialist~~
14	64161	35	Information Technology Consultant 1
14	64162	36	Information Technology Consultant 2
14	64411	27	Information Writer 1
14	64412	29	Information Writer 2
7	26181	27	Institutional Identification Officer
14	66731	31	Insurance Actuarial Analyst 1
14	66732	33	Insurance Actuarial Analyst 2
14	33283	35	Insurance Actuarial Analyst 3
14	66733	35	Insurance Actuarial Analyst 3
14	66734	36	Insurance Actuarial Analyst 4
7	67231	30	Insurance Complaint Analyst 1
7	67232	31	Insurance Complaint Analyst 2
7	67233	32	Insurance Complaint Analyst 3
14	67211	30	Insurance Compliance Examiner 1
14	67212	32	Insurance Compliance Examiner 2
14	67213	33	Insurance Compliance Examiner 3
14	66741	31	Insurance Contract Analyst 1
14	66742	32	Insurance Contract Analyst 2
14	66743	33	Insurance Contract Analyst 3
14	66744	34	Insurance Contract Analyst 4
14	66745	35	Insurance Contract Analyst 5
14	67221	33	Insurance Examination Data Specialist
14	66721	31	Insurance Examiner
14	66722	32	Insurance Examiner/Analyst
14	66720	30	Insurance Examiner Trainee
7	26271	30	Insurance Investigation Officer 1
7	26272	32	Insurance Investigation Officer 2
7	26273	33	Insurance Investigation Officer 3
7	66771	30	Insurance Licensing Examiner
7	24120	30	Interim Boiler Inspector
7	24130	30	Interim Electrical Inspector
14	66411	31	Internal Auditor 1
14	66412	32	Internal Auditor 2

B.U.	Class No.	Pay Range	Title
14	66413	33	Internal Auditor 3
14	66421	30	Internal EDP Auditor 1
14	66422	~~31~~34	Internal EDP Auditor 2
14	64381	32	International Commercial Officer
9	64551	26	Inventory Control Specialist 1
14	64552	28	Inventory Control Specialist 2
7	26211	30	Investigator
7	26210	27	Investigator Assistant
14	67141	31	**IT Quality Control Analyst 1**
14	67142	33	**IT Quality Control Analyst 2**
14	64731	32	Jail Inspector
3	46514	28	Juvenile Correctional Officer
6	52341	~~9~~11	Lab~~oratory~~ Machinist
14	66331	28	Labor Market Analyst 1
14	66332	30	Labor Market Analyst 2
14	66333	31	Labor Market Analyst 3
7	86110	02	Laboratory Assistant
6	52341	09	Laboratory Machinist
7	86111	24	Laboratory Technician 1
7	86112	27	Laboratory Technician 2
7	86113	27	Laboratory Technologist
6	53811	02	Laborer
6	53813	04	Laborer Crew Leader
13	85911	31	Landscape Architect 1
13	85912	32	Landscape Architect 2
13	85910	28	Landscape Architect Aide
5	42521	01	Laundry Worker
14	63841	30	Law Clerk
7	82121	29	Layout Design Artist
7	82122	29	Layout Design Coordinator
14	63840	28	Legal Intern
14	63511	33	Liaison Officer 1
9	18311	25	Library Assistant 1
9	18312	27	Library Assistant 2
9	18313	27	Library Associate
4	44261	28	Licensed Physical Therapy Assistant
4	44161	09	Licensed Practical Nurse
7	26592	~~07~~08	Lieutenant Fire Fighter
13	86151	31	Liquor Control Chemist
7	21111	29	Livestock Inspector
6	22551	07	Lock Area Technician
6	52861	08	Locksmith
6	53851	08	Lottery Delivery Worker
14	46131	26	Lottery Game Security Specialist

B.U.	Class No.	Pay Range	Title
~~8~~14	64581	30	Lottery **Ticket** Sales Rep 1
~~8~~14	64582	31	Lottery **Ticket** Sales Rep 2
~~7~~	~~26592~~	~~07~~	~~Lt. Fire Fighter~~
6	52311	07	Machinist 1
6	52312	08	Machinist 2
9	12731	~~03~~04	Mail Clerk/Messenger
9	**12732**	**05**	**Mail Clerk/Screener**
~~13~~6	53121	06	Maintenance Inspector
6	53111	04	Maintenance Repair Worker 1
6	53112	05	Maintenance Repair Worker 2
6	30493	07	Maintenance Repair Worker 3
6	53113	07	Maintenance Repair Worker 3
14	63211	30	Management Analyst
14	30351	32	Management Analyst 3 (Non-exempt)
14	66340	27	Market Reporter
14	64391	32	Marketing Development Analyst
6	52211	07	Mason
7	84321	26	Materials Controller 1
7	84322	27	Materials Controller 2
7	84323	29	Materials Controller 3
7	21233	31	Meat Inspection Specialist
7	21231	30	Meat Inspector
5	42321	04	Meatcutter
9	14721	04	Mechanical Stores Clerk
7	21531	31	Medical Board Compliance Agent
7	21541	32	Medical Board Enforcement Investigator
7	83250	27	Medical Laboratory Technician
13	83251	30	Medical Laboratory Technologist 1
13	83252	31	Medical Laboratory Technologist 2
9	12411	27	Medical Record Document Specialist
9	**12621**	**27**	**Medical Word Processing Transcriptionist**
13	65221	30	Mental Health Administrator 1
4	30881	26	Mental Health Technician 1
13	83211	29	Microbiologist 1
13	83212	31	Microbiologist 2
13	83213	32	Microbiologist Coordinator
7	24710	~~30~~31	Mine Rescue Operations Coordinator
7	24711	31	Mine Safety Inspector 1
7	24712	33	Mine Safety Inspector 2
7	22931	30	Mineral Resources Insp. 1
7	22932	31	Mineral Resources Insp. 2
7	22933	32	Mineral Resources Insp. 3
14	64181	31	Minicomputer Operations Technician
14	64182	33	Minicomputer Systems Programmer

B.U.	Class No.	Pay Range	Title
14	69151	28	Minority Business Coordinator
14	69150	28	Minority Business Officer
14	69191	30	Minority Procurement Analyst 1
14	69192	32	Minority Procurement Analyst 2
14	69193	32	Minority Procurement Coordinator
~~6~~7	23111	29	Motor Carrier Enforcement Inspector
6	52141	06	Motor Fleet Coordinator
6	52142	07	Motor Fleet Coordinator Specialist
14	24321	30	Motor Vehicle Investigator
7	24351	28	Motor Vehicle Inspector
6	53831	04	Mover 1
6	53832	07	Mover 2
9	16211	01	Museum Associate 1
9	16212	03	Museum Associate 2
13	85741	32	Natural Resources Engineer 1
13	85742	33	Natural Resources Engineer 2
13	85740	31	Natural Resources Engineer Intern
6	22611	03	Natural Resources Worker
13	22541	28	Naturalist
13	22540	26	Naturalist Aide
6	22242	07	Net Construction Specialist
6	22241	05	Net Constructor
14	67131	32	Network Administrator 1
14	67132	33	Network Administrator 2
14	67133	34	Network Administrator 3
14	67191	32	Network Services Technician 1
14	67192	33	Network Services Technician 2
14	67193	34	Network Services Technician 3
14	67194	35	Network Services Technician 4
14	67195	36	Network Services Technician 5
9	66931	27	Nosologist
7	24123	31	Nuclear Boiler Inspector
13	22351	27	Nursery Technician
7	21621	32	Nursing Board Enforcement Agent
~~9~~	~~64222~~	~~31~~	~~OBES Program Monitor~~
4	44310	28	Occupational Therapy Assistant
14	69471	32	~~ODHS~~ **ODJFS** Case Management Analyst
14	66461	31	~~Human Services~~ **ODJFS** External Auditor 1
14	66462	32	~~Human Services~~ **ODJFS** External Auditor 2
14	66463	33	~~Human Services~~ **ODJFS** External Auditor 3
14	63971	32	~~Human Services~~ **ODJFS** Hearing Officer 1
14	63972	33	~~Human Services~~ **ODJFS** Hearing Officer 2
9	**64222**	**31**	**ODJFS Program Monitor**
9	12511	25	Office Assistant 1

B.U.	Class No.	Pay Range	Title
9	12512	26	Office Assistant 2
9	12513	27	Office Assistant 3
~~9~~	~~30202~~ ~~04~~		~~Office Machine Operator 2~~
6	52251	07	Painter 1
6	52252	08	Painter 2
14	63810	27	Paralegal/Legal Assistant 1
14	63811	29	Paralegal/Legal Assistant 2
~~14~~**4**	65313	29	Paramedic
6	53841	03	Parking Facilities Attendant 1
6	53842	04	Parking Facilities Attendant 2
6	22511	05	Parks Conservation Aide
6	22513	07	Parks Conservation Coordinator
~~6~~	~~33261~~	~~07~~	~~Parks Conservation Crew Leader~~
14	63711	33	Parole Board Hearing Officer
~~8~~**14**	64561	29	Penal Industries Sales Representative
6	46552	29	Penal Workshop Quality Control Specialist
6	46551	28	Penal Workshop Specialist
9	31091	27	Permit Technician 1
9	84571	26	Permit Technician 1
9	84572	30	Permit Technician 2
4	17331	05	Personal Services Worker
9	64620	26	Personnel Aide
14	64671	28	Personnel Testing Specialist 1
14	64672	30	Personnel Testing Specialist 2
14	64673	32	Personnel Testing Specialist 3
7	**21172**	**30**	**Pesticide/Fertilizer Inspector**
~~7~~	~~21171~~	~~30~~	~~Pesticide Control Specialist~~
4	42741	05	Pharmacy Attendant
7	21561	33	Pharmacy Board Compliance Agent
4	86121	27	Phlebotomist
7	82220	25	Photo Laboratory Assistant
7	82322	29	Photogrammetrist 1
7	82323	30	Photogrammetrist 2
7	82324	31	Photogrammetrist 3
7	82320	27	Photogrammetry Technician 1
7	82321	28	Photogrammetry Technician 2
7	82221	26	Photograph Developer
7	82210	28	Photographer
7	**82212**	**29**	**Photojournalist**
13	85311	28	Planner 1
13	85312	30	Planner 2
13	85313	32	Planner 3
13	85411	34	Planning Engineer 1
13	85211	34	Plans Examiner

B.U.	Class No.	Pay Range	Title
13	21181	32	Plant Pathologist
7	21161	29	Plant Pest Control Specialist
6	52221	06	Plasterer
6	52261	07	Plumber 1
6	52262	08	Plumber 2
7	24161	30	Plumbing Inspector 1
7	24162	31	Plumbing Inspector 2
7	24312	28	Portable Load Limit Inspector
7	21212	26	Poultry Products Inspector
6	22411	28	Preserve Manager Aide
9	52760	29	Printing Coordinator
7	52731	08	Printing Machine Operator
7	30562	06	Printing Machine Operator 2
7	52741	31	Printing Standards Analyst
14	64141	32	Programmer Specialist 1
14	64142	33	Programmer Specialist 2
14	64111	30	Programmer/Analyst 1
14	64112	32	Programmer/Analyst 2
14	64113	33	Programmer/Analyst 3
14	64114	34	Programmer/Analyst 4
14	64115	35	Programmer/Analyst 5
7	31561	26	Project Inspector 1
7	84351	27	Project Inspector 1
7	31562	~~26~~29	Project Inspector 2
7	84352	30	Project Inspector 2
7	31563	29	Project Inspector 3
14	84561	27	Property Agent
14	84563	29	Property Agent Coordinator
14	84531	28	Property Management Specialist
14	66191	31	Provider Reimbursement Analyst 1
14	66192	32	Provider Reimbursement Analyst 2
14	16731	28	Provider Relations Representative 1
14	16732	30	Provider Relations Representative 2
3	44141	27	Psychiatric Attendant
3	44142	28	Psychiatric Attendant Coordinator
13	83261	32	Public Health Entomologist
14	64420	30	Public Information Specialist
7	26251	30	Public Utilities Customer Service Investigator
7	23191	33	Public Utilities Electric Coordinator
7	23181	33	Public Utilities Gas Pipeline Safety Compliance Invest.
7	23121	30	Public Utilities Transportation Examiner
14	63151	28	Publication Specialist 1
14	63152	30	Publication Specialist 2
14	64413	31	Publications Editor

B.U.	Class No.	Pay Range	Title
14	64522	28	Purchasing Agent
9	64520	26	Purchasing Assistant
14	64523	30	Purchasing Coordinator
14	64521	28	Purchasing Specialist
7	24911	27	Racing Inspector
7	24461	30	Radiation Safety Officer 1
7	24462	31	Radiation Safety Officer 2
9	52441	05	Radio Dispatcher
4	86321	30	Radiographer
9	52431	06	Radio Operator
7	52421	~~06~~07	Radio Technician 1
7	52422	09	Radio Technician 2
7	52423	10	Radio Technician Specialist
7	84631	32	Radiological Analyst
7	84421	29	Radiological Instrument Technician 1
7	84422	30	Radiological Instrument Technician 2
7	84423	31	Radiological Instrument Technician 3
7	23311	29	Railroad Inspector 1
7	23312	31	Railroad Inspector 2
7	23313	32	Railroad Inspector 3
14	84591	30	Real Estate Disposition Coordinator
14	84592	31	Real Estate Specialist
14	84541	28	Real Property Tax Appraiser 1
14	84542	30	Real Property Tax Appraiser 2
14	84543	32	Real Property Tax Appraiser 3
14	84521	28	Realty Specialist 1
14	84522	30	Realty Specialist 2
14	84523	31	Realty Specialist 3
14	63271	27	Records Management Officer
4	18531	04	Recreation Aide
14	**53221**	**32**	**Regional Equipment Training Specialist**
4	18141	25	Rehabilitation Aide
9	12421	25	Reproduction Equipment Operator 1
9	12422	27	Reproduction Equipment Operator 2
6	54461	31	Research Vessel Operator
14	66921	28	Researcher 1
14	66922	30	Researcher 2
14	31863	32	Researcher 3
14	66923	32	Researcher 3
6	52361	09	Restoration Mason
14	84711	27	Road Inventory Specialist 1
14	84712	28	Road Inventory Specialist 2
6	53631	04	Roadside Park Caretaker 1
6	53632	05	Roadside Park Caretaker 2

B.U.	Class No.	Pay Range	Title
6	53633	07	Roadside Park Caretaker 3
6	53241	05	Routemarker 1
6	53242	08	Routemarker 2
7	24433	30	Safety and Health Compliance Inspector
7	24442	33	Safety and Health Consultant
7	24441	32	Safety and Health Coordinator
7	24431	28	Safety and Health Inspector 1
7	24432	29	Safety and Health Inspector 2
7	31342	29	Safety and Health Inspector 2
9	66752	29	Safety Responsibility Evaluator 2
9	12431	04	Salvage Machine Operator
13	65731	32	Sanitarian Program Specialist 1
13	65732	33	Sanitarian Program Specialist 2
6	30723	08	Sawyer 3
13	22861	28	Scenic River Aide
13	22862	30	Scenic River Coordinator
9	12551	27	Secretary
14	66611	31	Securities Analyst 1
14	66612	32	Securities Analyst 2
14	66613	33	Securities Analyst 3
14	66614	34	Securities Analyst 4
14	66581	29	Securities Examiner 1
14	66582	30	Securities Examiner 2
14	66591	31	Securities Specialist 1
14	66592	32	Securities Specialist 2
14	66593	33	Securities Specialist 3
14	66594	34	Securities Specialist 4
3	46111	25	Security Officer 1
3	46112	26	Security Officer 2
14	31721	30	Security Specialist
3	30211	07	Security Technician 1
7	21153	29	Seed Analyst
6	52271	07	Sheet Metal Worker 1
6	30732	08	Sheet Metal Worker 2
6	52272	08	Sheet Metal Worker 2
3	22591	27	Shooting Range Attendant
6	53411	08	Sign Fabrication Technician
6	53322	07	Signal Electrician 1
6	53323	08	Signal Electrician 2
6	53320	05	Signal Electrician Assistant
4	17321	05	Social Service Aide
7	69481	28	Social Services Licensing Specialist
14	65261	32	Social Sciences Research Analyst
14	65262	33	Social Sciences Research Specialist

B.U.	Class No.	Pay Range	Title
6	53261	28	Soils Foundation Technician
13	83811	31	Soils Resource Specialist
14	63280	28	Space Planner
~~13~~	~~22323~~	~~30~~	~~Forester~~
9	66221	27	State Accountant Examiner
~~9~~14	66231	31	State Accounting Specialist
7	84341	30	State Architect's Office Field Inspector
14	16521	30	State Payroll Specialist 1
14	16522	31	State Payroll Specialist 2
14	64541	~~31~~33	State Procurement Analyst
14	64530	27	State Purchasing Assistant
14	64532	31	State Purchasing Procurement Coordinator
14	64533	32	State Purchasing Procurement Support Analyst
14	64531	28	State Purchasing Specialist
14	64534	32	State Purchasing Standards Analyst
14	63291	30	State Records Management Analyst
9	12441	27	State Records Technician 1
9	12442	28	State Records Technician 2
6	54531	08	Stationary Engineer 1
6	30752	09	Stationary Engineer 2
6	54532	09	Stationary Engineer 2
7	24311	27	Stationary Load Limit Inspector
14	66911	29	Statistician 1
14	66912	30	Statistician 2
9	12121	27	Statistics Clerk
9	30931	26	Statistics Clerk
7	54571	30	Steam Engineer Examiner
6	52231	07	Steam Fitter 1
6	52232	08	Steam Fitter 2
9	14741	25	Storekeeper 1
9	30811	25	Storekeeper 1
9	14742	27	Storekeeper 2
9	30812	27	Storekeeper 2
9	14711	03	Stores Clerk
14	**66171**	**29**	**Student Loan Auditor**
14	**66173**	**31**	**Student Loan Consultant**
9	**66561**	**26**	**Student Loan Specialist 1**
9	**66562**	**27**	**Student Loan Specialist 2**
9	**66563**	**28**	**Student Loan Specialist 3**
9	17211	27	Supplemental Income Claims Processor
7	84211	26	Survey Technician 1
7	84212	28	Survey Technician 2
7	84213	29	Survey Technician 3
13	85561	32	Surveyor

B.U.	Class No.	Pay Range	Title
7	85560	30	Surveyor Trainee
14	64121	34	Systems Analyst 1
14	64122	35	Systems Analyst 2
14	64123	36	Systems Analyst 3
14	64191	33	Systems Programmer 1
14	64192	34	Systems Programmer 2
14	64193	35	Systems Programmer 3
14	64194	36	Systems Programmer 4
6	52851	06	Tailor
14	66851	30	Tax Auditor Agent 1
14	66852	31	Tax Auditor Agent 2
14	66853	32	Tax Auditor Agent 3
14	66854	33	Tax Auditor Agent 4
14	66855	34	Tax Auditor Agent 5
14	66811	28	Tax Commissioner Agent 1
14	66812	29	Tax Commissioner Agent 2
14	66813	30	Tax Commissioner Agent 3
14	66814	31	Tax Commissioner Agent 4
14	66815	32	Tax Commissioner Agent 5
9	84361	26	Technical Writer 1
9	31352	28	Technical Writer 2
9	84362	28	Technical Writer 2
14	64691	34	Technology – Based Training Developer
14	52491	34	Telecommunications Analyst 1
14	52492	35	Telecommunications Analyst 2
14	66511	31	Telecommunications Billing Analyst
14	52481	09	Telecommunications Network Operator 1
14	52482	11	Telecommunications Network Operator 2
14	52483	12	Telecommunications Network Operator 3
9	**52521**	**28**	**Telecommunications Operator 1**
9	**52522**	**29**	**Telecommunications Operator 2**
14	52490	30	Telecommunications ServiceRequest Coordinator
14	67111	33	Telecommunications Systems Analyst 1
14	67112	34	Telecommunications Systems Analyst 2
14	67113	35	Telecommunications Systems Analyst 3
9	52411	08	Telecommunications Technician 1
9	52412	10	Telecommunications Technician 2
9	52413	11	Telecommunications Technician Coordinator
9	12131	04	Telephone Operator 1
9	12132	25	Telephone Operator 2
7	23171	33	Telephone Service Quality Coordinator
9	64641	26	Test Monitor
4	44112	05	Therapeutic Program Worker
4	44260	26	Therapy Aide

B.U.	Class No.	Pay Range	Title
14	84551	27	Title Agent
9	64343	26	Tour Coordinator
9	64341	04	Tour Guide
9	84391	27	Traffic Analyst
6	53324	09	Traffic Control Devices Technician
14	66761	30	Traffic Safety Specialist
9	84381	25	Traffic Technician 1
9	84382	26	Traffic Technician 2
14	64651	28	Trainer
14	64652	31	Training Officer
14	31362	31	Training Officer 2
13	85641	32	Transportation Engineer 1
13	85642	33	Transportation Engineer 2
13	85640	31	Transportation Engineer Intern
13	85871	31	Transportation Technical Specialist
13	85873	32	Transportation Technician 1
13	85874	33	Transportation Technician 2
13	85875	34	Transportation Technician 3
9	64371	25	Travel Counselor 1
9	64372	26	Travel Counselor 2
6	54610	06	Treatment Plant Aide
6	54613	09	Treatment Plant Coordinator 1
6	54614	31	Treatment Plant Coordinator 2
6	54612	08	Treatment Plant Operator
6	54611	06	Treatment Plant Operator in Training
7	52721	08	Typesetting Technician
14	63951	34	UC Administrative Hearing Officer Trainee
14	63950	32	UC Administrative Lay Hearing Officer
14	66441	30	Unclaimed Funds Auditor 1
14	66442	31	Unclaimed Funds Auditor 2
14	66443	32	Unclaimed Funds Auditor 3
14	66444	33	Unclaimed Funds Auditor 4
7	26231	30	Underground Storage Tank Inspector
9	16740	25	Unemployment Claims Examiner 1
9	16741	26	Unemployment Claims Examiner 2
9	16742	27	Unemployment Claims Examiner 3
9	16744	29	Unemployment Claims Examiner 4
9	16743	28	Unemployment Claims Fraud Examiner
9	16745	30	Unemployment Claims Specialist 1
9	16746	31	Unemployment Claims Specialist 2
14	66131	31	Unemployment Compensation Compliance Auditor
9	66121	26	Unemployment Contribution Examiner 1
9	66122	27	Unemployment Contribution Examiner 2
9	66123	28	Unemployment Contribution Examiner 3

B.U.	Class No.	Pay Range	Title
9	66124	30	Unemployment Contribution Examiner 4
9	66125	31	Unemployment Contribution Examiner 5
6	52831	05	Upholsterer
14	63881	34	Utilities Attorney Examiner 1
14	63882	35	Utilities Attorney Examiner 2
14	84581	29	Utilities Relocation Technician 1
14	84582	30	Utilities Relocation Technician 2
14	84583	31	Utilities Relocation Technician 3
14	66941	28	Utility Rate Analyst 1
14	66942	30	Utility Rate Analyst 2
14	66943	32	Utility Rate Analyst Coordinator
14	63891	34	Utility Attorney
14	66161	28	Utility Auditor 1
14	66162	30	Utility Auditor 2
14	66163	32	Utility Auditor Coordinator
13	66951	33	Utility Specialist 1
13	66952	34	Utility Specialist 2
13	66953	35	Utility Specialist 3
6	54441	04	Vehicle Operator 1
6	30582	06	Vehicle Operator 2
6	54442	06	Vehicle Operator 2
9	64220	28	Veteran Employment Representative
13	65911	33	Veterinarian Specialist
13	65931	36	Veterinary Pathologist
7	86161	28	Veterinary Pathology Assistant
13	65921	36	Veterinary Toxicologist
7	52643	32	Videographer
4	18131	25	Vocational Instructor 1
4	18132	26	Vocational Instructor 2
7	26281	31	Wage & Hour Investigator
6	54640	06	Water Plant Aide
6	54641	08	Water Plant Operator-in-Training
6	54642	28	Water Plant Operator 1
6	54643	29	Water Plant Operator 2
6	54644	30	Water Plant Operator 3
7	23131	33	Water/Wastewater Service Quality Coordinator
9	26941	26	Watercraft Records Specialist 1
9	26942	28	Watercraft Records Specialist 2
9	26951	28	Watercraft Registration Agent 1
9	26952	29	Watercraft Registration Agent 2
7	21251	28	Weights and Measures Inspector 1
7	21252	29	Weights and Measures Inspector 2
7	21253	30	Weights and Measures Technologist
6	52321	06	Welder 1

B.U.	Class No.	Pay Range	Title
6	30632	07	Welder 2
6	52322	07	Welder 2
14	64591	32	WIC Vendor Specialist
13	22213	28	Wildlife Area Coordinator
13	31371	28	Wildlife Area Coordinator
13	22212	27	Wildlife Area Technician
13	22281	30	Wildlife Biologist 1
13	22282	31	Wildlife Biologist 2
14	22192	31	Wildlife Communications Coordinator
14	22191	30	Wildlife Communications Specialist
13	22851	30	Wildlife Management Consultant
6	22280	28	Wildlife Research Technician
9	12611	26	Word Processing Specialist 1
9	12612	27	Word Processing Specialist 2
9	30962	27	Word Processing Specialist 2
9	16720	28	Workers' Compensation Claims Assistant
9	33292	29	Workers' Compensation Claims Representative 2
9	33293	30	Workers' Compensation Claims Representative 3
9	33294	31	Workers' Compensation Claims Representative 4
9	16722	30	Workers' Compensation Claims Specialist
9	26261	32	BWC Fraud Investigator
9	16721	29	Workers' Compensation Medical Claims Specialist
14	66791	31	Workers' Compensation Underwriter
9	66431	31	Workers' Compensation External Auditor
6	22131	27	YCC Work Project Coordinator
3	46611	06	Youth Leader (Blind/Deaf School)

Appendix P

APPENDIX P - UNIT-SPECIFIC AGREEMENTS – OHIO VETERANS HOME AND THE DEPARTMENT OF MENTAL RETARDATION AND DEVELOPMENTAL DISABILITIES

UNIT 4
Overtime

4.1- Overtime Roster

Bargaining Unit 4 employees shall be canvassed on a quarterly basis for their willingness to work overtime. Employees who wish to be called back for overtime outside of their regular hours shall have a residence telephone and shall provide their phone number to their supervisor. Overtime rosters by classification shall be established for each facility. Employees shall be listed according to state seniority on the appropriate classification overtime roster. The roster shall include all employees within the classification willing to work overtime regardless of the shift. Such overtime rosters shall be provided to the steward. Overtime rosters shall be posted at the sign-in location or in location(s) at the facility which enable employees to review the roster. This list shall be revised and posted each payroll period. The location(s) of overtime rosters is an appropriate subject for facility Labor/Management discussion.

4.2- Maintenance of the Roster

Overtime rosters shall include the number of voluntary overtime hours worked and refused and shall be updated each payroll period. An employee who is offered but refused overtime assignment shall be credited on the roster with the amount of overtime refused. Following the quarterly canvass for willingness to work overtime, the overtime roster shall be purged of voluntary overtime hours worked and refused, and the procedure for the calling of overtime shall begin anew. With the exception of those who refused voluntary overtime during the quarterly canvass, employees who become available for voluntary overtime shall be placed on the appropriate classification roster by state seniority but shall be credited with the same number of voluntary hours worked and refused as the employee on the roster with the greatest number of voluntary hours worked and refused.

4.3

Should management determine the need for overtime, the following procedure should be applied:

A. Initial distribution of voluntary overtime shall be based on seniority within the classification regularly assigned the work starting with the most senior employee in the classification.
B. After the initial distribution, voluntary overtime shall be equitably distributed on a rotating basis to those employees within the classification having the least amount of overtime worked and refused. After the initial distribution, seniority prevails only in cases of ties.
C. An employee who agrees to work overtime and then fails to report for said overtime shall be credited with double the amount of overtime accepted, unless extenuating circumstances arose which prevented the employee from reporting. In such cases, the employee will be credited as if he/she refused the overtime.

4.4

Overtime shall be assigned by seniority in the position classification regularly assigned the work. The list of employees shall include all employees regardless of shift. If no employee in the position classification regularly assigned the work accepts the overtime assignment, it may be offered to employees on backup overtime rosters in similar direct care classifications. Overtime worked and refused by employees on backup overtime rosters in similar direct care classifications shall be included on the overtime roster described in Section 1 and 2 of this procedure. If no employee on the backup overtime rosters in similar direct care classification accepts the overtime assignment, it

may then be offered to employees on a backup roster of individuals capable of performing the duties of the classification needed.

The development of backup overtime rosters is an appropriate subject for facility labor/management discussion. It is understood that backup overtime rosters are for the purpose of reducing or avoiding the need for mandatory overtime.

4.5

Overtime shall not be offered to or required of an employee on an approved leave. Employees returning from an extended leave of twenty-eight (28) days or more shall be credited with the same amount of overtime worked and refused as the employee on the roster with the greatest number of voluntary hours worked and refused.

4.6

Employees shall work no more than two (2) consecutive shifts except as required by Section 13.15.

4.7

Should adequate overtime coverage not be obtained through voluntary overtime, employees within the needed classification may be mandated to work overtime using the following procedures:

A. After exhausting the voluntary overtime procedure and before calling mandatory overtime, exempt employees may be used to perform the needed overtime.
B. The least senior employee(s) regularly assigned the work shall be contacted and required to work overtime.
C. Employees who regularly perform the work shall be contacted and required to work in reverse order of seniority beginning with the least senior until the required number of staff is available.
D. Mandatory overtime shall not be credited for voluntary overtime equalization.

4.8

An employee who is transferred or promoted to an area with a different overtime roster shall be credited with his/her aggregate overtime hours.

4.9

Specific arrangement for implementation of the overtime provisions shall be discussed at the facility Labor/Management Committee Meetings within forty-five (45) days following the effective date of this Agreement. If these matters remain unresolved in ninety (90) days following the effective date of this Agreement, it shall be discussed in an agency Labor/Management meetings that is established for this purpose.

4.10

The parties may mutually agree at facility Labor/Management meeting to utilize alternate overtime procedures.

~~**UNIT 6**~~

~~**6.1 - Overtime**~~

~~- Overtime worked during the snow and ice season will be determined by the following procedures:~~

~~A. Overtime will be offered to those employees who normally perform the duties in the facility where they work according to Article 13.07 and the April 1988 Joint Labor/Management Agreement.~~

~~B. This procedure establishes the first list of employees eligible for overtime. After this list is exhausted, Management will offer the overtime opportunity to those Unit 6~~

employees who are qualified and volunteer for the overtime in the county where they live. This will constitute the second list. These employees are those who normally do not perform snow and ice duties.

C. Prior to the snow and ice season, Management will canvas those Unit 6 employees who normally do not perform snow and ice duties but are qualified and volunteer for overtime in the county where they live.

D. After the overtime opportunity is offered to the first list of employees and a sufficient number of employees have not accepted the overtime, the overtime opportunity will be offered to those Unit 6 employees on the second list. The second list will be arranged by seniority of those that volunteer. The overtime opportunity will be offered in rotating order. Management is not required to equalize the overtime opportunity for this list. Management will document all phone calls for call out to employees on the second list.

E. In the event an employee on the second list has been improperly bypassed, then the employee will be placed at the top of that list.

F. In the event an employee believes that he/she has been improperly bypassed for two consecutive times, the employee may file a letter of complaint directly to the Deputy Director of Labor Relations or designee who will investigate the complaint and render a decision.

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

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

I. Only those employees on the first overtime list have the right to grieve under Article 25 of the contract. (Those employees who normally perform the work of snow and ice removal.)

6.2 - Overtime Roster

The Agency agrees to post and maintain overtime rosters in areas where employees work and/or report in and shall make available a copy to a facility steward upon request within a reasonable period of time not to exceed five (5) work days. In the absence of a facility steward, a union staff representative may request this information. Posted overtime rosters shall be updated at least every pay period.

6.3 - Overtime Phone Log

The employer shall establish a phone log procedure to verify phone calls to employees being called out for the purpose of overtime. In the event there is a dispute about which employee(s) was/were called out, the phone log will be used for verification. In locations where there are computer verified phone calls, the computer list may be used.

6.4 - Educational Seminars and Training

Employees shall be notified as soon as reasonably possible in advance when they are to attend training and/or seminars if such training and/or seminars require an overnight stay.

6.5 - Standby

An employee will be on stand-by and entitled to stand-by pay if he/she is required by the Agency or supervisor in writing to be on standby.

~~– If the reason for stand-by is eliminated, management may cancel the stand-by with a telephone call direct to the employee with a follow-up letter to the employee verifying the cancellation and the time canceled.~~

Appendix Q

APPENDIX Q

AGENCY SPECIFIC AGREEMENTS

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

ADJUTANT GENERAL'S DEPARTMENT

~~This memorandum of understanding (MOU) sets forth the agreement of the State of Ohio and the Ohio Civil Service Employee's Association (OCSEA) following the opt-in of the Firefighters employed through the Adjutant General's Department. As used in this agreement the Firefighters shall mean Firefighters and Lieutenant Firefighters as determined by the State Employment Relations Board.~~

The parties have negotiated the application of the current OCSEA agreement to the Firefighters with the state, and memorialize their understanding through this agreement. The parties agree that the current OCSEA agreement will be applied in its entirety and only exceptions listed in this agreement will be recognized for the Adjutant General's Firefighters:

As used in this Agreement, the Firefighters shall mean Firefighters and Lieutenant Firefighters as determined by the State Employment Relations Board.

Article 1 - Erosion

The parties agree that the use of military personnel to perform firefighter duties shall not be construed as erosion of the bargaining unit.

The employer shall count any military personnel who are qualified and on duty toward the required staffing level in order to allow employees the opportunity to have leave approved or otherwise supplement the workforce for overtime purposes.

Article 8.01 – Agency Committees

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

Adjutant General Firefighters. Local meeting shall be held at each base. The parties agree that no agreements will be made that alter the application or interpretation of this agreement without the consent of the Adjutant General's Office of Human Resources and the OCSEA designee. Such base meetings shall be held on a quarterly basis, and the parties will agree to an agenda in advance. Mutually agreed upon agendas will be prepared in advance of the base meetings. Scheduled alternatives shall be an appropriate topic for Labor/Management discussion.

Article 11.20 – Fitness Incentive

The joint labor and management committee shall discuss and mutually agree upon a detailed physical fitness incentive program to focus on incentives for fitness. Beginning with the pay period that includes July 1, 2002 employees **passing the scheduled, annual agility assessment** shall be paid an annual lump sum fitness incentive payment of three hundred dollars ($300). The employer shall **schedule and** conduct a physical **agility assessment for determining eligibility, if the Employer fails to conduct the annual agility assessment by July 1st of each year,**

employees will automatically receive the lump sum fitness incentive payment. ~~test for determining eligibility.~~ If legitimate reasons exist **for a Firefighter** to miss the **scheduled** annual **physical agility assessment, the assessment** ~~test, the test~~ shall be rescheduled **by the Employer.** ~~and if the employee passes the test the employee shall be eligible for payment.~~ Examples **of legitimate reasons to miss the scheduled, annual assessment** shall include, but shall not be limited to disability, workers' compensation, call to active duty and approved leave. **Firefighters must pass the scheduled annual agility assessment on the first attempt to qualify for the fitness incentive payment.**

Article 13.17 – Firefighter Work Hours and Overtime

It is mutually understood that modifications of contract language related to work schedules, overtime compensation, shift differential and holiday observance and compensation have been agreed upon in consideration of the maintenance of work scheduling practices.

Work Week and Work Day

The standard work period for all full-time permanent employees shall be one hundred and four hours (104) in a fourteen (14) day pay period. The workweek shall commence at 00:00 hours on Sunday and end at 23:59:59 hours on Saturday. The standard work year shall consist of two thousand seven hundred four (2704) hours.

Scheduling

The Employer reserves the right to schedule employees according to the operational needs of the base. It is understood that the Employer reserves the right to limit the number of persons to be scheduled off work at any one time. It is understood that Firefighters shall be scheduled for no less than one hundred four (104) hours in each bi-weekly pay period.

Posting of Work Schedules

Current work schedules for Firefighter shall be maintained at each of the bases. It is understood that current scheduling practices in consideration of missions shall continue. Once schedules are posted, the employer will not alter schedules, except to meet temporary and unusual circumstances. Regular schedules that are temporarily modified will be resumed as soon as the temporarily circumstance is resolved.

Shift Trades

The practice of shift trades shall be approved in a way that is mutually beneficial to the Firefighters and management.

~~**Overtime and Compensatory Time**~~

1. Overtime shall be calculated based on hours in active pay status in excess of one hundred and four hours during the fourteen (14) day pay period. Overtime shall be paid at one and one-half (1.5) times his/her regular rate of pay. All overtime must be authorized by an administrative authority.
2. The employee may elect to take compensatory time off in lieu of cash overtime payment for hours worked in excess of one hundred and four (104) hours during the fourteen (14) day pay period. Such compensatory time shall be granted at one and one-half (1.5) basis. A bargaining unit member shall be paid for unused compensatory time only upon termination of employment.
3. Each employee may accrue compensatory time to a maximum of four hundred eighty (480) hours (i.e., 320 hours at one and one-half) and are not subject to the provisions of 13.10 subsection entitled "Compensatory Time".
4. When the maximum hours of compensatory time accrual is rendered, payment for overtime work must be made in cash.

5. Upon termination of employment, an employee shall be paid for unused compensatory time at the rate that is the higher of:
    a. The final regular rate of pay received by the employee or
    b. The average regular rate of pay received by the employee during the last three (3) years of employment
6. Requests for compensatory time off may be submitted within forty-eight (48) hours in advance of the anticipated time off. In the event forty-eight (48) hours notice is not possible the request shall be made as soon as possible and shall not be unreasonably denied. All requests must be followed up by a request in writing submitted at a reasonable time after the initial request.

~~**Article 18.11 – Recall**~~

~~In addition to the recall and reemployment rights set forth in Article 18, any laid off Firefighter shall have rights to fill any vacancy in the classification from which they were laid off before the position is awarded to an outside hire. Such right shall be exercised by bid and awarded according to seniority. Employees shall retain the right to bid in such a manner for a period of twenty-four (24) months. Once the employee accepts a position in accordance with this provision, the employee will be removed from the recall and reemployment list.~~

Article 24.08 – Drug Testing

Appendix M shall be modified to include the following classifications:
Firefighter (26591) and Lieutenant Firefighter (26592).

Article 26.01 – Observance

Firefighters in the Adjutant General's Department shall not be eligible for holidays as described in Article 26.

Article 27.02 – Personal Leave Accrual

Effective January 1, 2003 Firefighters shall be credited with ten and four-tenths (10.4) hours of personal leave at the end of the pay period that includes the first day of January, April, July and October of each year. Firefighters shall be permitted to carry over ten and four-tenths (10.4) hours of personal leave each year.

Article 28.01 – Rate of Accrual

Firefighters shall be granted vacation leave with pay at regular rate as follows, except that those employees who have less than one hundred four (104) hours in an active pay status in a pay period shall be credited with a prorated amount of leave according to the following schedule:

Years of Employment	Annual Leave Entitlement	Annual Rate Pay Period	Maximum Accrual Balance
Less than 1 year	0 hours	4.0 hours	0 hours
1 year or more	104	4.0	312
5 years or more	156	6.0	468
10 years or more	210	8.1	630
15 years or more	234	9.0	702
20 years or more	260	10.0	780
25 years or more	312	12.0	936

Article 29.02 – Sick Leave Accrual

Firefighters shall accrue sick leave at the rate of (4) hours for each one hundred and four (104) hours in active pay status, excluding overtime hours, not to exceed one hundred and four (104) hours per year.

Firefighters shall be paid for sick leave at the rates specified below. A new usage period will begin each year of the Agreement.

III. Hours Used	IV. Percentage of Regular Rate
1 – 52 sick leave	100%
52.1 plus sick leave*	70%

*Any sick leave utilized in excess of one hundred four (104) hours in any usage period shall be paid at one hundred percent (100%).

Article 30.02 – Military Leave

Section 30.02, Subsection C shall be amended to include the following language:

Firefighters shall be eligible for military leave to a maximum of 176 hours, regardless of annual scheduled hours.

Article 30.03 – Bereavement Leave

Firefighters shall be eligible for bereavement leave for three consecutive days off within their schedule. The days of bereavement leave may be paid or unpaid, depending on the employee's schedule, and must include, follow or precede the day of the family member's funeral. If leave is not taken in conjunction with the funeral, the employee will be granted 24 consecutive hours of bereavement leave and such leave must be taken within six months from the death of the immediate family member.

The Employer may grant vacation, sick leave or personal leave to extend the bereavement leave. The leave and the extension may be subject to verification.

Article 30.09 – Holiday Leave Bank for the Firefighters

Each full time firefighter shall be eligible for Holiday Leave in lieu of paid holidays. Effective July 1, 2002, thirty-six (36) hours of Holiday Leave bank shall be credited to each employee at the end of the pay period that includes the first day of January, April, July and October of each year. Holiday leave must be taken during the year it is accrued. Any leave remaining at the end of each year shall be lost to the employee. Consistent with the sick and personal leave payoff in December each year, each employee of the firefighter unit shall be eligible for a cash payment of up to fifty-two (52) hours of holiday leave. ~~During the first year of the program, a maximum of twenty-one and six tenths (21.6) hours shall be paid off for Holiday Leave.~~

In the event an employee is removed, resigns or retires and the employee has used credited holiday leave in an amount in excess of the amount that exceeds the prorated amount the employee would have earned during the period until their separation (5.538 hours for each full pay period worked), the employee shall have the amount determined to be in excess deducted for available vacation leave balances or deducted from their last pay check.

Article 33.01 – Uniforms

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

keep the uniform in good repair and will replace it when the uniform is ruined through normal wear and tear. If the uniform needs repair or replacement due to the negligence of an employee, the employee will bear the cost of the repair or replacement. In those institutions where cleaning facilities are available, uniforms shall be cleaned by the Employer. However, they shall not be cleaned with the inmates', clients' or residents' clothes. In all other agencies the Employer shall provide one hundred twenty-five dollars ($125) per year for uniform cleaning and repair. The Employer shall also provide personal protective equipment to firefighters when first hired. Thereafter, uniforms and personal protective equipment will be replaced when the Employer deems it necessary. Effective July 1, 2002 and annually thereafter with the pay period that includes July 1, the Employer shall provide a one hundred twenty-five dollars ($125) per year allowance for uniform cleaning and repair to Firefighters.

~~**Article 36 – Wages**~~

~~Firefighters and Lieutenant Firefighters will be included in Appendix E, under bargaining unit 7. The classification series of Firefighter and Lieutenant Firefighter shall be treated as separate grouping(s) under Appendix I. Effective with the pay period that includes November 1, 2001, Firefighters will be compensated at pay range 6 and Lieutenant Firefighters will be compensated at pay range 7 of the Agreement. In assigning each employee's pay from the exempt schedule to the OCSEA schedule, each employee will be placed at that step of the OCSEA pay range that is closest to the employee's current step assignment without receiving a decrease in pay. Step indicators will not be affected by this assignment.~~

Article 37.02 – Work Force Development Fund

For contribution purposes only in the Adjutant General's Department, Firefighters hours in active pay status shall be capped at 2080 hours per year.

DEPARTMENT OF ADMINISTRATIVE SERVICES

Security Officer Canvass

A. Prior to posting a Security Officer vacancy within the Department of Administrative Services - General Services Administration (GSA), the GSA will maintain the current practice of canvassing Security Officers assigned to the facility in which a vacancy occurs, for individual preference to move to the vacant shift. Canvassing will be conducted in state seniority order. The resulting shift will then be posted as a vacancy pursuant to Article 17.

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

C. It shall be the exclusive prerogative of GSA to determine the number and composition of shifts in each facility.

DEPARTMENT OF AGRICULTURE

1. **Employees are not required to exhaust their bumping rights pursuant to Section 18.04 of the Agreement before utilizing Section 18.05.**
2. All other terms and conditions of layoffs shall be governed by the collective bargaining agreement in effect at the time of the layoff.

OHIO CIVIL RIGHTS COMMISSION

~~The classification of a Civil Rights Field Representative 1 (CRFR1) and Civil Rights Field Representative 2 (CRFR2) will be collapsed and re-designated as a Civil Rights Investigator 1 (CRI 1) with a pay range of 29. The Civil Rights Field Representative 3 will~~

~~become a Civil Rights Investigator 2 (CRI 2) with a pay range of 30. The current class specification of a Civil Rights Field Representative 3 will become that of a Civil Rights Investigator 2. A new class specification will be developed to reflect the duties of a Civil Rights Investigator 1, which would be a combination of the current Civil Rights Field Representative 1 and 2 specifications.~~

The probationary period for Civil Rights Investigator 1 **and the Civil rights Alternative Dispute Resolution Mediator** shall be nine (9) months from the effective date of hire, lateral transfer or promotion. The probationary period for the Civil Rights Investigator 2 shall remain at six (6) months.

DEPARTMENT OF COMMERCE

Notwithstanding the provisions of Section 17.05, applications for vacancies in the Ohio Department of Commerce shall be divided as follows:

a) All employees in the geographic district of the agency (Appendix J) where the vacancy is located, who possess and are proficient in the minimum qualifications contained in the classification specification and position description.
b) All other employees in the State.

Notwithstanding the provisions of Section 6.01, the classification specification for Elevator Inspector Trainee (24140) shall provide as follows:

The probationary period may be for up to one (1) year. The probationary period may be completed in less than one year, based upon the discretion of the Employer.

While classified as an Elevator Inspector Trainee, pay range 29, the employee shall not be eligible for a step increase. However, upon the Employer deeming the probationary period complete and the Employer's issuance of a certificate of competency as required by Section 4105.02 of the Ohio Revised Code, the employee shall be reclassified as Elevator Inspector (24141), pay range 32.

DEPARTMENT OF EDUCATION

An employee serving in an agency specific classification (i.e., Educational Employee Consultant 1, 2 or 3) at the Ohio Department of Education will have his/her service time with an Ohio Public School District and/or State of Ohio funded college or university credited toward prior service for determining the rate of accrual for vacation leave.

The employee must submit proof of prior services with the Ohio Public School District or State of Ohio funded college or university to the agency designee no more than ninety (90) days after commencing employment with ODE.

Employees who have retired in accordance with the provisions of any State of Ohio retirement plan and who are employed by ODE in one of the agency specific classifications listed above shall not have prior service counted toward vacation leave accrual.

The eligibility for prior service for vacation leave accrual will be extended to current employees hired into the agency specific classifications listed above after 12/01/2000 and through the date of approval of this agreement. Prior service documents must be submitted to the agency designee within thirty (30) days of the acceptance of the memorandum. Vacation accrual for current employees will begin with the date of approval of this agreement and will not be retroactive to the hire date for those employees.

DEPARTMENT OF EDUCATION
OHIO SCHOOL FOR THE DEAF
OHIO STATE SCHOOL FOR THE BLIND

Youth Leader Work Schedule - Ohio School For The Deaf

Due to operational needs Youth Leader work schedules will be as follows:

1. A work schedule of ~~eighty-nine (89)~~ **eighty-six (86)** hours per pay period shall be worked by all youth leaders at the Ohio School for the Deaf, effective the pay period after the signing of this agreement. The superintendent of OSD has the right to increase or decrease these hours based on operational needs. Such schedules for the Ohio School for the Deaf shall be guided by Section 13.02 of the Collective Bargaining Agreement. If work hours are changed due to operational needs, it will not be done without proper notification to the union.
2. Management agrees to follow the contract when utilizing overtime opportunities. Part time Youth Leaders shall be assigned regularly scheduled hours. The part time Youth Leaders shall be ineligible to work additional hours above their schedule unless full time Youth Leaders have been given the opportunity to work the additional hours.

   3. When a vacancy occurs, the hours of the position shall be posted for bid by the most senior in that classification who desires the hours of work and who is qualified. Once the most senior employee who is qualified has selected the hours of work, then the existing vacancy will be filled pursuant to Article 17.

   4. If overtime is required by the employer, it shall be offered according to the overtime roster. The employer may pull and move the least senior employee of the appropriate gender who normally performs the work in order to assign the overtime in accordance with Article 13.07.

   5. Due to shifts and changes in operational need, scope, and/or mission of the school, the Employer maintains the right to reassign an employee and his/her position to another shift and/or hours within the same school.

   Shift/hour reassignments requires the approval of the Superintendent or his/her designee prior to the employee movement.

Youth Leader Work Schedule - Ohio State School For The Blind

Due to operational needs Youth Leader work schedules will be as follows:

1. A work schedule of ~~eighty-six (86)~~ **eighty-four (84)** hours per pay period shall be worked by all Youth Leaders at the Ohio State School for the Blind, effective the pay period after the signing of this agreement. The superintendent of OSSB has the right to increase or decrease these hours based on operational needs. Such schedules for the Ohio State School For The Blind shall be guided by Section 13.02 of the Collective Bargaining Agreement. If work hours are changed due to operational needs, it will not be done without proper notification to the union.
2. Management agrees to follow the current contract when utilizing overtime opportunities. Part time Youth Leaders shall be assigned regularly scheduled hours. The part time Youth Leaders shall be ineligible to work additional hours above their schedule unless full time youth leaders have been given the opportunity to work the additional hours.
3. If overtime is required by the employer, it shall be offered according to the overtime roster. The employer may pull and move the least senior youth leader of the appropriate gender who normally performs the work in order to assign the overtime in accordance with Article 13.07.

4. Due to shifts and changes in operational need, scope, and/or mission of the school, the Employer maintains the right to reassign an employee and his/her position to another shift and/or hours within the same school.

Shift/hour reassignments requires the approval of the Superintendent and/or his/her designee prior to employee movement.

Prorated Salary, ~~Use Of Accrued Leave Between School Calendar Years,~~ And Summer Work Program

The Ohio Civil Service Employees Association (OCSEA) and the Ohio Department of Education both recognize that the Ohio State School For The Blind (OSSB) and the Ohio School For The Deaf (OSD) are unique in state government, in that they operate on a school year work schedule. In the recognition of this fact, both parties also recognize that special provisions in the contract are necessary to enable the schools to attract and keep employees and to provide benefits consistent with employees who work full time.

These provisions apply only to employees who work according to the school year calendar**.** ~~in the following classifications and any other classification that the employer and union mutually agree are appropriate for this provision of the Contract.~~

~~Classification Title~~	~~Classification Number~~	~~Classification Title~~	~~Classification Number~~
~~Youth Leader~~	~~46611~~	~~Hospital Aide~~	~~44111~~
~~Food Service Worker~~	~~42341~~	~~General Activities Therapist~~	~~44211~~
~~Teacher Aide~~	~~18112~~	~~Cook 1~~	~~42351~~
		~~Cook 2~~	~~42352~~
~~Store Clerk~~	~~14711~~	~~Activity Therapy Specialist~~	~~44213~~

~~The following options will be available to the employees of OSSB and OSD based upon each employee's choice of one pay option per school year as described herein:~~

1. Prorated Salary Continuation Program

   A. An employee may elect to prorate his/her annual earnings over twenty-six (26) pay periods. The amount that will be reported over 26 pay periods shall include no more than 80 hours of regularly scheduled hours of work calculated at the employee's regular hourly rate of pay. This prorated amount shall also include longevity and supplements, such as bilingual pay. Overtime pay, personal leave, vacation leave, and compensatory time and shift differential are excluded from the amount of pay that will be prorated over 26 pay periods.

   An election to participate or not in the Prorated Salary Continuation Program shall be made before August first (1st) of each year and shall be irrevocable for one (1) year.

B. If an employee elects to participate in this program, the employee may supplement the prorated amount with overtime pay earned during that actual pay period or personal leave, vacation leave, or compensatory time that the employee had accrued. Shift differential pay and holiday pay shall be paid the pay period during which it is worked. In accordance with the

contract, an employee may elect to take compensatory time rather than overtime pay during the pay period which it is worked.

C. An employee may not use leave not accrued or use more leave than the amount required to provide what the employee's weekly earnings would be on a non-prorated basis. During the summer months, an employee will accrue leave only when the employee is scheduled work. Under these circumstances accrual shall be calculated in accordance with the collective bargaining agreement.

~~2. Using Accrued Leave Between School Calendar Years~~

~~A.~~ **D.** An employee who does not elect to participate in the Prorated Salary Continuation Program may elect to maintain active pay status during pay periods between school calendar years for purpose of maintaining contractual benefits. The monthly amount of leave used shall be no less than two hundred fifty dollars ($250) in each month an employee is not scheduled to work. The employee may not take leave in excess of the amount of the employee's regular weekly earnings. During the summer months, an employee will accrue leaves only when the employee is scheduled to work

~~3.~~ **2.** Summer Work Program

A. The Summer Work Program (SWP) is available as a third option to all employees except Youth Leaders.

B. In order to elect this option, an employee must indicate this desire to the employer not less than 30 days prior to the last day of the school year.

C. Those employees who elect this option but do not complete this commitment will not be eligible, thereafter, to participate in further Summer Work Programs without explicit approval of the appointing authority. Participation in the SWP shall not be unreasonably denied. Management maintains the sole right to dismiss an employee from the SWP. Such dismissal is non-grievable.

D. OSSB will provide employees with 40 hours employment in the month of July. The minimum of hours worked by employees participating in SWP will be based on operational needs and/or funding available. The hours worked by the employees participating in SWP will be a topic for discussion at OSSB labor management meeting scheduled for the third week of May. The employer will communicate to the employees prior to school closing the opening and closing dates for participation in the SWP.

E. OSD agree to provide a minimum of 10 hours per week of work to each employee selecting the SWP option. The minimum of hours worked by employees participating in SWP will be based on operational needs and/or funding available. The hours worked by the employees participating in SWP will be a topic for discussion at OSD labor management meeting scheduled for the third week of May. The employer will communicate to the employees prior to school closing the opening and closing dates for participation in the SWP.

During the summer months, the employer may assign duties outside of the employee's regular position description or classification specifications. Also, the employee shall be paid at the first step of the pay range of the classification of Laborer 1. The performance of work by SWP participants, which is normally performed by other classifications, shall not constitute a violation of Article 13.07 of the agreement and shall not be grievable. If for any reason an employee separates from the Ohio Department of Education, the employer shall compute the actual hours worked and the benefits up through the date of separation. The employer shall pay the employee what he/she is entitled to up through the separation date.

The employer has the right to recover any amounts paid the employee in excess of their entitlement at the time of separation.

Any leaves used as time off or as a supplement shall be paid during the pay period used, at full value based on the employee's regular rate of pay, times the hours used. Holidays shall be paid in the pay period they occur and in accordance with the collective bargaining agreement. Employees who are in an active pay status their last scheduled work-day prior to the holiday shall qualify for holiday pay.

Probationary Periods - OSD and OSSB

All employees newly hired, promoted, or laterally transferred into a different classification, working according to a school calendar year and providing direct contact to students shall serve a 120 scheduled workday probationary period. The affected classifications at the Ohio School for the Deaf are ~~Youth Leader,~~ Teacher Aide, and General Activity Therapist. The affected classification~~s~~ at the Ohio School for the Blind ~~are~~ **is the** ~~Youth Leader~~ Teacher Aide.

ENVIRONMENTAL PROTECTION AGENCY

1. The Ohio EPA and OCSEA agree that the joint labor management committee will meet to make training policy recommendations to the Director. The committee's goal shall be to make recommendations that will result in improved services to the agency and improve the skills of employees. The policies shall include but not be limited to workshops, conferences, seminars and homeland security training opportunities. The team shall be formed no later than August 1, 2006 with recommendations to the Director no later than December 1, 2006. Time lines may be extended by mutual agreement. The policies recommended shall not violate the collective bargaining agreement.

2. The Ohio EPA and OCSEA agree that career tracks shall be an appropriate topic for discussion at the labor-management committee meetings. We shall jointly explore the possibilities of improving the quality of services at the Ohio EPA.

DEPARTMENT OF HEALTH

Travel/Report-in Location

Field employees who do not have home designated as headquarters shall have travel time paid to and from a work site other than their office, except that the first and last 30 minutes of travel of the day shall not be paid, if the actual travel time to a work site or the normal travel time to the assigned office is less than 30 minutes, only the time spent in travel of the normal travel time to the office, whichever is less, shall not count as work time.

On days when the employee reports to the office, travel time shall not count as work time and the work day will begin when the employee arrives and signs in for work at the office.

For the purpose of this article, "field employees" shall be defined as employees who regularly travel three (3) or more days per week at least six (6) months of the year. No employee shall be treated as a "field employee" who has not received written designation as such from management.

Overtime Canvass

Employees shall be canvassed quarterly as to whether they would like to be offered overtime except in programs where there are only occasional opportunities for non-assignment specific overtime. Management's decision that a canvass is not necessary is grievable. In programs where there are only occasional opportunities for non-assignment

specific overtime. Employees shall be canvassed when such an opportunity arises. Other provisions of Article 13.07 regarding rotation of overtime shall apply.

DEPARTMENT OF JOBS AND FAMILY SERVICES

Additional Work Supplement Program

In specific instances where a temporary working level is not applicable, employees of the Ohio Department of Job and Family Services, who are on temporary assignment performing duties significantly above their current classification, solely as determined by management, shall be eligible for a pay supplement which increases their rate of pay a minimum of approximately four percent (4%) above their current step rate of compensation, to a maximum of approximately eight percent (8%) based upon qualifications and the job performed, determined at management's sole discretion. Employee qualifications may be subject to verification. Determination of pay and qualifications shall be made prior to any temporary assignment under this program. Such payments shall start at the beginning of the project. Such supplement shall be applied only in instances where the temporary assignment exceeds ten (10) working days. Selection (or non-selection) and the payment of this supplement shall be solely at the discretion of management and shall not be grievable. Involuntary selection shall be grievable only through Step 4, Mediation. Work assigned pursuant to this program shall not be subject to a Working-Out-of-Class (Article 19) grievance.

Established Term Appointments

A. Intent:

The Ohio Department of Job and Family Services ~~is committed~~ **has a long-term commitment to continue to reduce** ~~to reducing~~ their reliance on non-union intermittent, temporary, and non-permanent employees. In order to achieve this goal, ODJFS may use **the** established term ~~regular and irregular~~ appointment type~~s~~ for the purpose of supplementing the permanent work force and agrees that they will not use such appointment type~~s~~ for the purposes of eroding the bargaining unit.

~~B. A joint labor and management committee shall be established for the purpose of monitoring this agreement and shall meet no less than once a quarter. To facilitate such oversight, the Employer agrees to provide a list of all intermittent, temporary established term regular, and irregular employees to the Union no less than once per quarter.~~

B. Employment Standards:

ETA appointments shall be subject to the following:

1. ETA vacancies shall be posted. Bargaining unit members in permanent positions shall have rights to the positions in accordance with Article 17. If awarded the position, the successful candidate shall be subject to all of the terms governing ETA employees.

2. All newly hired ETAs shall serve a 1000 hour probationary period.

~~C. Established term regular (ETR) appointment types may be used to perform work that is expected to be less than full-time, but is predictable in nature and conforms to the following standards:~~

~~1. In local operations and U.C. Tax:~~

~~A. No less than 400 hours in a State fiscal year~~

~~B. No more than 1300 hours in a State fiscal year~~

~~C. Shall normally be scheduled to work a standard 40-hour work week~~

~~2. In Offices, Bureaus, and Sections where ETRs have not been utilized previously:~~

~~A. No less than 400 hours in a State fiscal year~~

~~B. No more than 1040 hours in a State fiscal year~~

~~C. Shall normally be scheduled to work a standard 40-hour work week~~

~~D. An increase beyond 1040 hours may be granted with mutual agreement of the parties, but under no circumstances shall the total hours exceed 1300.~~

C. Appropriate Use:

Appropriate use of an ETA appointment may include, but is not limited to the following:

1. To fill in for employees on any form of leave to include, but is not limited to:

A.) Sick leave

B.) Personal leave

C.) Vacation

D.) Compensatory time

E.) Bereavement

F.) Disability

G.) Workers' compensation

H.) Approved union leave

I.) Administrative leave

J.) Leave under the Family Medical Leave Act

K.) Education leave, i.e. workforce development

2. Staffing around the holidays.

3. To staff for mandated or other training.

4. Operational need that is not contrary to the intent of this agreement.

~~D. Established Term Irregular (ETI) appointment types may be used to perform work that is expected to be irregular and unpredictable and conforms to the following standards:~~

~~1. In local operations and U.C. Tax:~~

~~i. No less than 400 hours in a State fiscal year~~

~~ii. No more than 1040 hours in a State fiscal year~~

~~iii. Shall normally work a non-standard work schedule~~

~~2. In Offices, Bureaus, and Sections where ETRs have not been utilized previously:~~

~~1. No less than 400 hours in a State fiscal year~~

~~2. No more than 800 hours in a State fiscal year~~

~~3. Shall normally work a non-standard work schedule~~

~~4. An increase beyond 800 hours may be granted with mutual agreement of the parties, but under no circumstances shall the total hours exceed 1300.~~

D. Operational Limitations:

1. An ETA shall work no more than 1500 hours in a State fiscal year unless mutually agreed to by the ETA joint labor/management committee.

2. An ETA hired before February 28, 2006 shall work no less than 400 hours in a State fiscal year unless mutually agreed to by the ETA committee.

3. An ETA hired after February 28, 2006 shall have no minimum hour requirement.

4. The Employer shall offer ETA hours of work prior to offering those hours to Intermittents. When hours of work are scheduled with less than twenty-four (24) hours notice the first available employee shall be offered the hours. An ETA must fill out a contact sheet, agreed to by the parties.

5. ETAs who report to work as scheduled shall be guaranteed a minimum of two (2) hours of work.

6. Those in established term appointments shall normally be scheduled to work forty (40) hours per week during the defined peak period(s).

7. The Employer will make a good faith effort to equitably distribute hours worked among available ETAs.

~~E. Appropriate use of Established Term appointment types may include, but is not limited to, the following:~~

~~1. To fill in for employees on any form of leave to include, but is not limited to:~~

~~5. Sick leave~~

~~6. Personal leave~~

~~7. Vacation~~

~~8. Compensatory time~~

~~9. Bereavement~~

~~10. Disability~~

~~11. Workers' Compensation~~

~~12. Approved Union leave~~

~~13. Administrative Leave~~

~~14. Leave under the Family & Medical Leave Act~~

15. ~~Education leave, i.e. Workforce Development~~

~~2. Staffing around holidays~~

~~3. To staff for mandated or other training~~

~~4. To avoid the use of mandatory overtime~~

~~5. Predictable workload increases~~

~~6. Operational need that is not contrary to the intent of this agreement~~

E. Bargaining Unit Benefits:

1. ETAs will be OCSEA bargaining unit members and pay union dues or fair share fees in accordance with OCSEA policy.

2. ETAs shall accrue seniority credits. They shall be pro-rated in the same manner as part-time bargaining unit employees as defined by the collective bargaining agreement.

3. ETA employees shall be offered health insurance pursuant to the provisions of Article 20 and 21 of the collective bargaining agreement.

4. ETA employees shall accrue sick leave, vacation and personal leave.

5. Holiday pay if scheduled to work forty (40) hours per week, including the scheduled day before and the scheduled day following the holiday.

6. ETA employees shall receive bereavement leave with pay for the hours that they are scheduled to work.

7. ETAs shall be eligible for other rights and benefits not modified by specific ETA language or limited by part-time employee status.

8. If an interim customer service representative position in the office of local office of local operations becomes available, an ETA shall normally be given preference for selection to the interim position prior to it being offered to a non-bargaining unit member within the headquarters location.

F. Problem Solving:

1. The Union and Management are committed to making this program work to their mutual benefit. The ETA is seen as an opportunity for employees to enter the workforce, prove their abilities and become fulltime permanent ODJFS employees. It is also seen as a method to increase use of bargaining unit positions and thereby reducing the use of intermittent and other non-bargaining unit appointment types.

2. The parties will work to solve problems that arise from the use of ETAs without resorting to the formal grievance procedure.

3. Grievances that are filed that deal with master contract issues other than discipline shall be filed using the normal grievance procedure described in Article 25 of the collective bargaining agreement. Grievances that are filed regarding the ETA appointment type or to enforce this Article shall be filed directly at Step 3 of the procedure. The grievance shall be heard by a management representative serving on the joint ETA labor/management committee. Prior to issuing a Step 3 response, the Step 3 designee who heard the grievance at Step 3 shall bring copies of the grievance and related documents to the next meeting of the joint ETA labor/management committee. The members of the committee shall provide input and direction to the Step 3 designee on how best to resolve the issue. Unresolved issue grievances may be advanced to Step 4, non-binding mediation, for a written bench opinion. The parties shall refer the mediation advisory opinion to the joint ETA labor/management committee for review, discussion, and resolution. The advisory opinion shall serve as a guideline for resolution. The Step 3 designee shall issue a Step 3 response within 35 days of the committee's decision not to move the case to Step 4 – mediation. For those cases that go to mediation, a Step 3 decision shall be issued within 35 days of the committee's review of that decision. Discipline grievances concerning suspensions of five (5) days or more or removals may be advanced to Step 5, non-traditional arbitration.

G. Use of ETA:

1. ODJFS agrees not to use the ETA employees to avoid filling full-time and part-time permanent bargaining unit positions, ETA employees will not be used in arbitrary and capricious manner.

2. The ratio of full time OCSEA bargaining unit employees to ETAs shall be no more than one (1) ETA to four and one-half (4.5) fulltime OCSEA bargaining unit employees providing that no office, bureau, or section in ODJFS exceed a 1:4.5 ratio. The joint ETA labor & management committee may mutually agree to modify the ratio.

~~F. ETA vacancies, as determined by management, shall be filled pursuant to Article 17 and/or 18 of the Collective Bargaining Agreement between the parties, as applicable.~~

~~G. ETA employees shall be entitled to all the rights and benefits of the Collective Bargaining Agreement between the parties, except as modified by this Appendix.~~

~~H. ETA employees shall have accrual and seniority credits pro-rated in the same manner as part-time bargaining unit employees as defined by the Collective Bargaining Agreement.~~

~~I. ETA employees shall be offered health insurance pursuant to the provisions Article 20 and 21 of the Collective Bargaining Agreement.~~

~~J.~~**H.** Layoffs**:**

In the event layoffs become necessary, ~~shall be conducted in accordance with Article 18 of the Collective Bargaining Agreement,~~ ETA employees shall be ~~laid off~~ **separated** prior to permanent employees **being laid off**.

I. Miscellaneous:

The Union shall meet with newly hired ETAs for the purposes of Union orientation.

J. Committee:

A joint labor and management committee consisting of no more than five (5) members on each side shall meet every two months to discuss problems, needs, and successes. Additional meetings may be held by mutual agreement. The Employer shall provide statistical data on current intermittent, temporary and established term appointments usage to the Union. Such data shall be provided to the Union monthly and no less than one (1) calendar week in advance of each scheduled meeting. The Union will be advised if the delivery of such information will be delayed.

~~J. ODJFS agrees not to use the ETA employees to avoid filling full-time and part-time permanent bargaining unit positions. ETA employees will not be used in an arbitrary and capricious manner.~~

~~L. The Use of Established Term Appointments shall be limited to:~~

~~1. No more than twenty-five percent (25%) of the total number of bargaining unit full-time permanent staff in local operations.~~

~~2. No more than ten percent (10%) of the total number of bargaining unit full-time permanent employees in other offices.~~

Prior service credit

A. An employee who transfers directly from an Ohio County Department of ~~Human Services~~ **Job & Family Services** to the Ohio Department of Job~~s~~ and Family Services will have his/her service time with that county Department of Job and Family Services credited for determining the rate of accrual of vacation leave.

B. An employee who was hired by the Ohio Department of Job and Family Services after July 1, 1986, and who experienced a break in service of less than thirty (30) days from the date of termination of employment with an Ohio County Department of Job and Family Services, and then starts employment with the Ohio Department of Job and Family Services, shall be credited with service from that county Department of Job and Family Services for the purpose of determining the rate of accrual of vacation leave.

C. For the purpose of this Agreement a County Department of Job and Family Services is defined to include the County Public Children Services Agency (PCSA) and County Child Support Enforcement Agency (CSEA) or any division of a county government which now or in the future provides the core services normally provided by PCSA or CSEA regardless of the actual title of that division. This definition applies whether or not such agencies are considered by the commissioners of a particular county to be part of that county's Department of Job and Family Services.

D. The transferred employee must submit proof of prior services with the Ohio County Department of Job and Family Services to the agency designee no more than thirty (30) days after commencing employment with the Ohio Department of Job and Family Services. Such service credit shall apply only to the computation of the rate of vacation accrual and shall have no other application as service credit as provided for in this Agreement.

Franklin County ODJFS Security Officers

Security Officer 2s

~~1.~~ ODJFS will canvass all full-time Security Officer 2's in Franklin County, in state seniority order, to determine their individual preference to move to any vacant Security Officer 2 position, in Franklin county, that the agency intends to fill. Backfilling of the resultant vacancy shall be offered in the same manner to all full-time Security Officer 2's headquartered in Franklin County. The resultant vacant Security Officer 2 position, if approved to fill, shall then be posted under the provisions of article 17 of the collective bargaining agreement.

Security Officer 1s

~~2.~~ ODJFS will canvass all full-time Security Officer 1's in Franklin County, in state seniority order, to determine their individual preference to move to any vacant full-time Security Officer 1 position, in Franklin County, that the agency intends to fill. Backfilling of the resultant vacancy shall be offered in the same manner to all full-time Security Officer 1's headquartered in Franklin County. The resultant vacancy, if approved to fill, shall be offered, on state seniority basis to all permanent part-time Security Officer 1's headquartered in Franklin County.

~~3. ODJFS will canvass, in state seniority order, all permanent part-time Security Officer 1's, headquartered in Franklin County, for the opportunity to move to any vacant permanent part-time Security Officer 1 position that the agency intends to fill. The resultant permanent part-time Security Officer 1 position will be posted under the provisions of article 17 of the collective bargaining agreement.~~

Unavailability During Canvass

~~4.~~ If an employee is unavailable for whatever reason at the time of the canvas, a union designee will make a selection on the employee's behalf.

Promotions & Lateral Movement to Customer Service Representative (CSR) Positions in the Office of Local Office Operations

In an effort to retain experienced staff and foster positive morale, Article 17 of the collective bargaining agreement shall be modified with the following language:

1. Open Position (Canvass):

A. All open CSR positions management intends to fill shall be posted for three (3) working days.

B. ODJFS will make every effort to send such postings to all staff in the office of local operations using the agency's statewide email system.

C. All bargaining unit employees in the office of local operations shall have an opportunity to apply for the position as long as they have completed their probationary period.

2. Selection:

Among qualified applicants, the opening will be filled in the following order:

A. First, by laterally moving the most senior qualified full-time customer service representative (CSR) by geographic district as listed in Appendix J based on qualifications, experience and education (QEE).

B. Next, by laterally moving the most senior qualified full-time customer service representative (CSR) statewide based on qualifications, experience and education (QEE).

C. All other bargaining unit employees in the office of local operations who bid shall be placed in the same pool regardless of promotion, demotion or lateral classification change. Employees in this pool must pass the CSR assessment to be eligible for selection. Selection will be based on the most qualified applicant, using qualifications, experience and education (QEE).

D. Where applicants are substantially equal, seniority shall be the determining factor.

Unfilled Positions:

A. After the three day canvas, if the position remains unfilled, the position will be posted pursuant to Article 17. No CSR will be considered for the posted position unless the CSR was not available or eligible during the first canvas.

Summer Youth Employment Training Program (SYETP)

ODJFS and OCSEA mutually support realistic and meaningful work experience opportunities for young people enrolled in formal job training programs. Both parties wish to work together to promote and encourage these opportunities. **ODJFS will participate where operationally feasible, youth referred from county youth job training programs, under the terms and conditions of those programs.** This agreement is not intended to modify or circumvent any other section of the collective bargaining agreement.

~~1. With the approval of the appropriate Deputy Director, each Bureau Chief, Section Chief or Call Center/Processing Center Manager shall have the option to participate in SYETP. Participants must follow the terms stated in this agreement.~~

~~2. Management will assume the responsibility for the supervision of SYETP participants to ensure clear direction is given to accomplish the mission of the program. The participants will receive input and guidance from area staff. Management will monitor the performance and personal development of the participants. A weekly conference with the participant will be held with attention given to constructive behavior and goal setting for the future.~~

~~3. Offices, Bureaus and Sections that have classifications for which there are recall and/or reemployment lists are not eligible to apply for SYETP participants, unless mutually agreed otherwise.~~

~~4. A position description will be developed by the Bureau of Human Resources, Classification and Position Management Section and will be shared with OCSEA before April 1.~~

~~5. Bureau Chiefs, Section Chiefs, Call Center/Processing Center Managers and supervisory staff will interview potential participants prior to hiring utilizing the established criteria of the respective funding source.~~

~~6. In order to provide a realistic work experience, the maximum number of SYETP participants is limited to two (2) per Local Operations Worksite and three (3) per Deputy Director, unless a higher number is mutually agreed to.~~

~~7. Working hours must be between 8:00 a.m. and 5:00 p.m. Supervision must be on site unless mutually agreed otherwise. All hours worked by SYETP participants must be in compliance with all applicable minor labor laws.~~

~~8.~~ **1.** SYETP participants must follow all ODJFS policies, including the Standards of Employee Conduct.

~~9.~~ **2.** The use of a SYETP participant may not be used to displace, replace or substitute for a bargaining unit employee.

~~10. The parties agree to establish a joint labor/management committee for the sole purpose of monitoring the Agency's annual utilization of summer youth under this agreement. Each side shall name no more than four (4) representatives who will meet no later than April 15th each year and at other times which are mutually agreed to.~~

~~11.~~ **3.** All agreements to employ SYETP participants shall be initiated at the Bureau, Section or Call Center/Processing Center level by the Bureau Chief, Section Chief or Call Center/Processing Center**/One Stop** Manager and appropriate union steward using the OCSEA Work Program Procedure Form. Agreements shall be forwarded to the Labor Relations Section for review and processing. Upon completion of the review and processing by Labor Relations, the agreement shall be forwarded to OCSEA central office headquarters for final Approval and signature.

Teleworking

The following outlines the agreement between OCSEA Local 11, AFSCME, AFL-CIO and the Ohio Department of Job and Family Services in regard to teleworking. Also referred to as telecommuting, flexi-work, and flexi-place, such alternative arrangements allow employees to conduct a portion, or all of their work, away from their primary workplace on a regular, or episodic basis. By entering into this agreement, the parties have jointly committed to utilizing alternative working arrangements with the expectation that it will increase efficiency, productivity, and reduce costs while continuing to promote improved employee morale, flexibility, and job satisfaction.

1. ODJFS shall notify the Union no less than forty-five (45) days prior to the anticipated launch of such an initiative.

2. Following such notice, the parties will immediately take steps to establish a joint labor and management team consisting of equal number of representatives for the express purpose of meeting to discuss project oversight, review, and to afford the Union an opportunity for input.

3. The team shall meet as needed by mutual agreement. Issues of technology, reimbursement, or other changes impacting the telecommuting initiative shall be brought to the joint labor & management team for discussion and review. The Union will have an opportunity to provide input prior to the implementation of changes related to the initiative.

4. The parties recognize that issues related to such initiatives that modify terms and/or conditions of employment must be bargained mid-term.

5. If there are changes to reimbursement levels, the Employer must advise of any changes with no less than sixty (60) days notice.

6. Participation in such initiatives is not an employee right. An employee's participation in such teleworking initiatives is voluntary.

7. The teleworking arrangement under which an employee will perform work shall be clearly set forth in a written agreement developed by the joint teleworking labor

and management team. The agreement must be signed by both the employee and their immediate supervisor. The agreement must specify:

A. The alternative work site (i.e., work-at-home, telework center, or other)

B. Specific hours and days per week to be worked at the alternative work place.

C. Pertinent office equipment to be provided and by whom.

D. Method of communication to be used between the official duty station and alternative work place, and

E. Duties to be performed and methods of evaluation to be employed

8. The employee may opt to terminate teleworking for any reason within fourteen (14) days advance written notice to their immediate supervisor.

9. Management may opt to terminate an employee's participation in a teleworking initiative for good business reason by providing written notice to the employee.

10. The Employer retains the right to reduce, expand, or eliminate the respective teleworking initiative(s) with no less than forty-five (45) days advance notice to the Union. After receiving such notice, the respective joint labor and management teleworking team shall meet as soon as practicable in order to allow the Union the opportunity for input.

11. A teleworking arrangement does not alter the terms and conditions of appointment, including an employee's headquarters county, report-in location, salary, benefits, individual rights, or obligations. All pay, leave, and travel entitlement shall be based on provisions of the collective bargaining agreement and agency policy.

12. There shall be no reduction in reimbursement of associated costs described in the Memorandums of Understanding (MOUs) between the parties regarding the following teleworking initiatives without the Employer first giving sixty (60) days notice:

A. The June, 2004 MOU between OCSEA and ODJFS Bureau of State Hearings.

B. The January 11, 2005 MOU Unemployment Compensation, Bureau of U. C. Tax, Compliance Section.

LOTTERY COMMISSION

A. Lottery Sales Representative 1 and Lottery Sales Representative 2 shall be subject to random drug testing and will be covered under Appendix M of the Collective Bargaining Agreement effective July 1, 2002.

Beginning January 11, 2001, all terms of the OCSEA Collective Bargaining Agreement will apply to these employees with the following exceptions:

1. Lottery Sales Representatives shall be compensated at their base rate of pay for all time after reaching their first assignment, excluding meal periods, until arriving at their residence; however, it does not apply when the first and / or last assignment of the day is their regional office. This rule applies to travel outside the sales district.
2. In the Lottery Commission, when overtime relates to an event involving a Licensed Sales Agent, the overtime shall be offered first to the agent's regular Sales Representative, except when that Sales Representative is not available. If the

regular Sales Representative is not available, overtime shall be offered based on seniority among those Sales Representatives who normally perform that work. Geographical assignment shall be a consideration in determining the distribution of overtime.

3. All employees shall have their state seniority credits counted pursuant to OCSEA's Collective Bargaining Agreement with no loss in their current state seniority credit.

B. The Employer may issue gender-appropriate apparel to employees for work purposes without further obligation for cleaning and repair. If the apparel is no longer in good repair, the Employer shall decide whether to replace or withdraw the apparel.

A joint committee will be established by OCSEA and the Lottery to study field apparel issues, such as but not limited to damage to issued items; number, size and style of items; and appearance requirements. This committee will make recommendations to the Director of the Lottery on these and other field apparel issues.

C. For Sales Representative 2 vacancies that the Employer intends to fill by promotion, the applications will be divided as follows:

1. All employees in the regional office who possess and are proficient in the minimum qualifications contained in the classification specification and the position description.
2. All other employees of the agency.
3. All other employees of the State.

Employees bidding under section 2 and 3 shall have no right to grieve non-selection, otherwise, the provisions of Article 17.05 on selection will apply.

D. When a vacancy is posted for Sales Representative 1 or 2, the Employer may accept a request for a lateral transfer before a promotion from any employee in the same classification from any Lottery facility statewide.

E. A joint committee will be established by OCSEA and the Lottery to study the weight limits and ergonomics involved in performing Sales Representative duties. This committee will make recommendations to the Director of the Lottery regarding the appropriateness of the changes in the classification specification and position description.

DEPARTMENT OF MENTAL HEALTH

Section I**: Community Support Network (C.S.N.)**

~~I.~~ **A. Transportation Reimbursement**

The Department of Mental Health agrees to reimburse employees in Community Support Network (C.S.N.) who during the course of their normal duties, are required to and actually transport clients/consumers in their own personal vehicle on a regular basis. The purpose of the payment is to reimburse employees for the cost of an automobile rider to their existing insurance policy. To be eligible for the reimbursement, the employee must demonstrate the following:

~~A.~~ **1.** That he/she is normally required to transport clients/consumers in the course of their duties;

~~B.~~ **2.** That there is no access to or available state vehicles;

~~C.~~ **3.** That public transportation can not be used;

~~D.~~ **4.** That their insurance company requires a special rider on their existing automobile policy;

~~E.~~ **5.** Proof that such a rider has been purchased;

~~F.~~ **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 in the normal course of their duties.

The reimbursement to such employee(s) is the actual cost of the rider not to exceed $75.00 per year which ever is less. This reimbursement will be paid on a yearly basis beginning with the signing of this Agreement and paid again the following pay period that includes July 1, 2000 for the life of this Agreement. Employees who either resign, retire or have their employment terminated during the year and employees who start during any part of the year will have the reimbursement prorated. In the case of employees who either retire, resign, or have their employment terminated will have that portion of the reimbursement repaid to the state, in the last pay check.

~~H.~~ B. C.S.N. Problem Solving Group

Issues specific to C.S.N., which cannot be resolved by local labor/management committees, may be brought to the statewide C.S.N. Problem Solving Group for discussion within 60 days.

C. Training

~~A.~~ Training and orientation will be provided to any new employee in a CSN Program. The employee could be new to the program as a result of an internal fill through the bid process or as a new hire, or through the displacement process. The orientation will be provided to the new employee prior to assuming the duties of the program. The training will be provided as soon as there are a sufficient number of new CSN employees to comprise a class. Management will determine what is a sufficient number. ~~Employees may displace employees or promote into positions in childcare programs. However, e~~**E**mployees may not displace employees, be recalled or re-employed or promote into positions in childcare programs unless within the last five (5) years they have either completed relevant training and/or course work pertaining to emotionally disturbed children and adolescent topics and/or significant experience working directly with emotionally disturbed children and adolescents as defined by the applicable regulator agencies.

~~B.~~ D. Performance Appraisal

1. An additional performance appraisal instrument will be used to supplement the Department of Administrative Services form. Its purpose is two fold; to better document for the requirements of JCAHO and Medicaid and to further supplement the specific categories on the "DAS" form.
2. Both forms will be kept in the employee's personnel file.
3. The employee will get a copy of both forms.

~~C.~~ E. Evaluation Period

All employees that go into **direct care positions in** ~~an~~ **non-residential** C.S.N. program(s) will serve an evaluation period of ~~120~~ **180** calendar days irrespective of classification and C.S.N. program.

~~D.~~ F. Re-entry from C.S.N.

Within the ~~120~~ **180**-calendar day evaluation period, the employee or the Employer may re-enter or be returned to the hospital from C.S.N. program(s). After the evaluation period, employees will not have the right to re-enter the hospital. Further, existing employees who are currently in C.S.N. programs and were once covered by re-entry agreements will no longer have the right to re-enter the hospital.

Employees in C.S.N. programs shall only be returned to the hospital if there is a work area opening/vacancy that the Department agrees to fill with that employee.

If the Department initiates returning an employee from C.S.N. to the hospital outside of the evaluation period, it must show just cause that the employee can not perform the duties of that position.

Prior to the re-entry of an employee back into the hospital, a meeting shall be held to discuss with the employee and the union, the reason(s) for the re-entry and other alternatives to re-entry. If discipline is contemplated with the re-entry, the Pre-disciplinary meeting will serve as the meeting to discuss re-entry (excluding any allegations of patient abuse). If discipline is not contemplated, then a separate meeting will be held for discussion of reasons and the Employer must show just cause. In the event just cause is not substantiated then the employee is to remain at his/her current C.S.N. position unless there is mutual agreement to re-entry. If the request for re-entry is initiated by another party other than the Ohio Department of Mental Health, then the Department will make every effort to have the initiating party to attend the meeting to discuss the re-entry. The re-entry of an employee from C.S.N. to the hospital is not a disciplinary action.

~~**III. Work Area Openings Within C.S.N.**~~

~~**Bumping into C.S.N.**~~

Mutual Understanding:

The Department of Mental Health affirms its intent, on a permanent basis, to be a substantial provider of services as specified in the Mental Health Act of 1988. The substantial provider role will include the delivery of inpatient services and/or state operated community services. Substantial provider shall mean as the current inpatient service capacity decreases, that the existing direct service capacity will be shifted to the community side, without supplanting locally provided community services, and subject to locally planned and managed systems of care.

Direct care state employees will be utilized where possible in newly created Community Support Network (C.S.N.) Programs provided that the new programs do not supplant locally provided community services and subject to locally planned and managed systems of care.

~~**IV.**~~ **G. Bumping**

Employees in the Department of Mental Health have the right to bump in accordance with Article 18 of the collective bargaining agreement. However, employees shall not be permitted to bump into occupied positions in CSP and ACT teams (non-residential) in CSN Programs. The affected hospital and/or CSN will canvass employees pursuant to Section 18.04 following a layoff or abolishment.

~~**V.**~~ **H.** C.S.N. Schedule Changes

The present practice of flextime scheduling shall continue and will be an appropriate topic for Labor/Management meetings.

~~**VI.**~~ **I.** Holiday Observance

All employees that work in Community Support Network (C.S.N.) may have the observance of any of the following holidays changed based on the observance by another Mental Health Board, Agency, or another entity. The holidays are:

1. Presidents' Day
2. Columbus Day
3. Veterans' Day

These employees will still maintain the same number of holidays in the collective bargaining agreement, however they may be observed on alternative days. The alternative dates shall be determined in advance and employees shall have prior notice. The observance of these alternative days shall be an appropriate topic for the hospital labor/management committee.

If another alternative holiday observance is requested, the local Chapter President or designee will be notified as soon as possible. This request is an appropriate topic for local labor/management. The alternative observance shall be by mutual agreement.

VII. **J.** C.S.N. Report-In/Work Location Closure and/or Local Weather Emergency

Due to numerous unforeseen as well as foreseen reasons, an individual C.S.N. program site may be closed. If a work location closure or local weather emergency occurs, the following are options that both Management and the C.S.N. employee may jointly agree to use. These options are spelled out and listed below so that when such situation occurs, there will be some level of predictability. All of these options will be made available and must have prior approval by the program supervisor.

Options:

1. The employee may take appropriate leave for the day.
2. If appropriate to the program, the employee may reschedule the day for another day during that week only.
3. The employee may report to an alternative site that is approved by their supervisor. They must call in and notify the supervisor of the alternative site option. They may then perform C.S.N. related work such as Contact Logs and phone contacts to clients. The employee may use a combination of work at an alternative site and leave time to fill the day's schedule.
4. The employee may report to an alternative site and perform duties that they are qualified to perform on a unit. This also must be approved in advance by the C.S.N. supervisors and the alternative site administrator.
5. Any other arrangement that can be mutually agreed to locally as long as it does not violate the collective bargaining agreement, ODMH policy, and/or State or Federal law.

If any of these options are used, the goal is to facilitate the least disruptions of the program as well as maintaining services to the client as prescribed by the individual C.S.N. program. Accountability must be built in to any one of the options that are utilized. If one of the options are approved but later become problematic, the C.S.N. supervisor shall notify the employee as soon as possible identifying that option as no longer available.

Each C.S.N. supervisor shall meet and discuss these options as soon as possible so that employee will understand the options available to them. Each C.S.N. program options(s) will be reduced to writing. Any problems will be taken to the Agency C.S.N. problem-solving group.

Section II

~~I.~~ **A.** Established-Term ~~Irregular~~ **Appointments (E.T.A.)**

The Ohio Department of Mental Health and the Ohio Civil Service Employees Association agree at all locations to the use of the ~~ETI~~ **established-term** appointment type.

The Employer and Union will agree to discuss at a local Labor/Management meeting, the appropriate use/numbers for the creation of ~~E.T.I.~~ **E.T.A.** positions.

1. Length Of Appointment:

An employee with this appointment type will have a length of appointment not to exceed 10 months consecutively. **At any time during the appointment period the appointment may be canceled by Personnel Action with notification to the Chapter President.**

If this appointment type needs to be extended beyond the 10 month period for any one individual, then Management and ~~Labor~~ **the Chapter President** will agree to discuss the extension**.** ~~at the local Labor/Management meeting. If a Labor/Management meeting is not~~

~~scheduled, then the Chapter President will be notified in writing of the personnel action to extend.~~ This employee will have first consideration to be extended based on operational need.

If there is no mutually agreed to extension, an employee shall not be re-appointed to this appointment type without at least a 30-day break period.

2. Schedule:

The Employee holding this appointment type may/may not have a fixed schedule. The schedule may/may not be irregular from week to week. The Employer agrees not to use this appointment type to avoid filling permanent full-time positions. This Employee shall be used to supplement the work force and not erode permanent positions the bargaining unit* in the following manner:

~~1~~**a.**) to fill in for employees on any form of **approved** leave to include but not limited to sick leave, personal, vacation, compensatory time, bereavement, disability, workers compensation, occupational injury, approved union leave, administrative leave, educational leave i.e., Work Force Development and the Family and Medical Leave Act.

~~2~~**b.**) staffing for holidays where regular staff have requested the day off.

~~3~~**c.**) staffing for mandated or other training

~~4~~**d.**) to assist in preparation for JCAHO, HCFA, other surveys, or short-term acuity/clinical needs**.** ~~for up to 1000 hours per hospital site. Locally the parties may agree to increase the number of hours used by mutual agreement. E.T.I.'~~ **E.T.A.**s can not be used **in place of overtime** to work a 1:1 assignment until after the third day.

~~5~~**e.**) to avoid the use of mandatory overtime

~~6~~**f.**) to staff operational emergencies. The local union **chapter president/designee** would be notified of such operational emergency.

~~7~~**g.**) Each hospital site may schedule up to ~~10 ETI's~~ **15 E.T.A.s** per day as additional staff **in the Therapeutic Program Worker (T.P.W.) and Psychiatric Attendant (P.A.T.) classifications. The Employer agrees that the total number of E.T.A.s working in the T.P.W./P.A.T. classification on any given day will not exceed the number of permanent employees on approved leave by more than fifteen (15).** ~~These employees and other ETI's~~

h.) E.T.A.s working a 40 hour schedule shall be mandated prior to permanent staff. The decision of which ~~ETI~~ **E.T.A.** is mandated shall not be grievable.

*Data pertaining to the use of ~~ETI's~~ **E.T.A.s** and the number of bargaining unit positions will be made available to the Union upon written request. These requests will be honored within three (3) working days.

3. Classifications:

Any current classification now covered under the collective bargaining agreement is eligible to be placed in this appointment type. **The Employer and Union agree to discuss at a local Labor/Management meeting, the appropriate use/numbers for the creation of E.T.A. positions in classifications other than T.P.W.s and P.A.T.s. If a Labor/Management meeting is not scheduled, then the Chapter President will be notified in writing.** If a new classification is included in this bargaining unit, it would be added to the eligible list of classifications in this appointment type.

4. Rights:

During the appointment period, Employees in this appointment type have the rights as other bargaining unit employees **except as** specifically ~~as~~ enumerated below:

~~1) same rate of pay in the appropriate classification~~

~~2) just cause for discipline. The Employer will follow the normal disciplinary grid.~~

~~3) all leaves will be accrued on a prorated basis.~~

~~4) bereavement leave for the death of spouse, parent or child if scheduled to work forty (40) hours.~~

~~5) Health benefits in accordance with Article 20 and Benefits Trust if applicable/qualify.~~

~~6) would qualify for OIL or Workers Compensation as long as all requirements were met and would be paid based on the standards established for each program respectively~~

~~7) will have a contractual right to bid on any posted vacancy per Article 17.04 (4. All other employees of the agency).~~

~~8) Time worked in this appointment type shall be credited toward the initial probationary period and be counted as bargaining unit seniority if the employee holding this appointment type becomes a full time permanent or part time permanent employee. (Refer to Articles 6.03 and 16.02 (c))~~

~~9) an employee in this appointment type would be a member of the bargaining unit for the period of the appointment only.~~

~~10) In the event of a layoff, this appointment type will be laid off before any full or part time permanent employee with the same classification~~

~~11) only has the right to grieve/arbitrate rights under this section~~

~~12) have access to the Work Force Development Fund Article 37.~~

~~This Appointment Type Would Not:~~

1) ~~Have the right to have any overtime protections per Article 13.~~
2) ~~Have the right to any pay supplements including but not limited to shift differential or hazard duty.~~
3) ~~Get premium pay for work on a holiday unless they worked a 40 hour week including the scheduled day before and the scheduled day following the holiday.~~
4) ~~Have any right to a fixed schedule, established number of minimum or maximum hours of work, or guaranteed number of weekend days off. Where possible and if known, the Department will attempt to identify the days that an established term irregular will work based on the known requested scheduled days off of other employees.~~
5) ~~Have any right to any shift, work location, days off or week end selection.~~
6) ~~Have the protections regarding reassignments. An employee in this appointment type could be reassigned according to operational need.~~
7) ~~Begin to accrue seniority until they were hired in a full-time or part time permanent position.~~
8) ~~Have recall rights per Article 18.~~
9) ~~Have the right to grieve/arbitrate issues in this section or any other issues not listed in the rights section of this agreement.~~

a) Employees in this appointment type would not be entitled to step increases.

b) Employees in this appointment type may bid on any posted vacancy pursuant to Article 17.04 #4.

c) An employee holding this appointment type who becomes a permanent employee in the same classification, will be credited with their time served, but no more than one-half of the length of the probationary period for that classification.

d) Employees in this appointment type will not accrue seniority credits; however, time worked in this appointment type shall be counted as bargaining unit seniority in accordance with Article 16 if the employee becomes a permanent employee.

e) An employee in this appointment type would be a member of the bargaining unit for the period of the appointment only.

f) In the event of a layoff or in order to avoid a layoff, appointments of this type may be terminated prior to the end of the appointment period. Additionally, employees in these appointments will be terminated before any full or part time permanent employee in the same classification is laid off. Employees in this appointment type will not have recall rights per Article 18.

g) Employees in this appointment type have restricted rights under Article 13. Specifically, they do not have a right to a fixed schedule, established number of minimum or maximum hours of work, or guaranteed number of weekend days off. However, when possible and if known, the Department will attempt to identify the days that an E.T.A. will work based on the known requested scheduled days off of other employees. These employees do not have a right to any shift, work location, days off or week end selection. Additionally, they do not have the protections regarding reassignments and will be reassigned according to operational need. They do not have the right to grieve if not offered overtime and are not eligible for call-back, report-back pay, report pay, stand-by pay, or Emergency Leave.

h) Employees in this appointment type do not have the right to any pay supplements including but not limited to shift differential or hazard duty.

i) Employees in this appointment type will not receive holiday pay or premium pay for work on a holiday unless they have been assigned a full-time schedule and/or work at least 32 hours (excluding the actual holiday) during the week that includes a holiday, and must work the scheduled day before and the scheduled day following the holiday.

j) Employees in this appointment type are not eligible to receive any paid leave provided in Article 30; except that if the employee is scheduled to work forty (40) hours they may receive bereavement leave for the death of spouse, parent or child.

k) Employees in this appointment type are not eligible to access workforce development funds pursuant to Article 37, unless or until they have worked 960 hours in the appointment period.

~~**Appointment Period:**~~

~~An employee holding this appointment type would have an appointment period of 10 months from the effective date of the appointment. Employees in this appointment type would serve a 90 day trial period. During this 90 day trial the appointment may be canceled. The Employer does not need just cause for ending the appointment in the first 90 days and the termination of the appointment may not be grieved. At the end of the 10 month appointment date, the appointment would be canceled by Personnel Action. The person shall not be re-appointed to this appointment type without at least a 30-day break period. The Employer does not need just cause for ending the appointment at the end of the ten (10) months and the employee will be considered first for re-appointment before hiring externally and will be re-appointed based on operational needs.~~

5. Posting:

~~E.T.I.~~ **E.T.A.** positions will be posted as other vacant positions.

~~H.~~ **B.** Work Area Openings

Work Area Openings in the Department of Mental Health Will Be Posted For Seven (7) Calendar Days.

III. C. Work Area Overages/Permanent Reassignments in the Department of Mental Health

Work area overage/permanent reassignment from an employee's defined work area may be made for good management business reasons. These reasons include:

1) **a)** staffing overages on a particular shift
2) **b)** for the clinical benefit of a client or patient

Prior to any reassignment, Management will meet with the Union Chapter President to discuss the reason(s) for the reassignment.

~~A.~~ **1.** Staffing Overages

In the case of staffing overages on a particular shift, Management will declare which shifts(s) have an overage and which shift(s) is/are the area of need. Management will canvass all employees in the appropriate classification(s) for volunteers to move to the shift(s) of need. If more than one employee volunteers, the selection will go to the most senior volunteer. If no employee volunteers, Management will unilaterally reassign the least senior employee(s) on the shift(s) identified above.

Once that reassignment has been made, a work area canvass or pick-a-post)will be performed on the shift(s) from which the reassignments were made.

In the case of a volunteer moving from one shift to the area of need, a work area canvass or pick-a-post will be also be performed on the shift(s) from which the volunteer(s) came.

Management can only identify an overage no more than twice in a calendar year unless mutually agreed to by the local Chapter President and Management.

~~B.~~ **2.** Clinical Benefit of a Patient or Client

In the case of reassignment for the clinical benefit of a patient or client, Management will notify the local Chapter President of the need for the reassignment. The permanent reassignment of an employee under this section must be done only by mutual agreement between the local Chapter President and Management. If there is no mutual agreement to permanently reassign, the issue will be forwarded immediately to the chairpersons of the Statewide Labor Management Committee. A meeting will be held as soon as possible, but in no case no more than 10 work days. The parties may mutually agree to extend the time. A meeting will be held with the following representatives or their designees in attendance: For the Union; the chairperson of the Statewide Labor Management Committee, the Operations Director and one representative from the local chapter; for Management, the chairperson of the Statewide Labor Management Committee, the regional Human Resource representative, and a local representative from nursing. There must be mutual agreement between Management and the Union for the permanent reassignment.

~~This section will not take effect until June 30, 2000.~~

IV. D. ~~Self~~Team-Scheduling

The ~~self~~**team**-scheduling ~~pilot~~ program being implemented at the time of this Agreement will continue as long as both parties agree to participate in the program. Any disputes over the implementation of the ~~self~~**team**-scheduling program that cannot be resolved at the local level will be referred to the Statewide Labor Management Sub-Committee **(IBB)** for resolution. **The Statewide Labor Management Sub-Committee (IBB) will include a representative from IBHS Leadership.** For any reason, if the parties cannot mutually agree, the moving party will give the chair of the Statewide Labor Management Sub-Committee **(IBB)** a sixty (60) day written notice if its intent to discontinue the program ~~Statewide~~ **at the local level**. During the sixty (60) day period the parties will meet and attempt to resolve the issues.

~~V.~~ **E. Pre-Posted Overtime**

The pre-posted overtime ~~pilot~~ program being implemented at the time of this Agreement will continue as long as both parties agree to participate in the program. Any disputes over the implementation of the pre-posted overtime program that cannot be resolved at the local level will be referred to the Statewide Labor Management Sub-Committee **(IBB, including a representative from IBHS Leadership)** for resolution. For any reason, if the parties cannot mutually agree, the moving party will give the chair of the Statewide Labor Management Sub-Committee **(IBB)** a sixty (60) day written notice if its intent to discontinue the program ~~Statewide~~ **at the local level**. During this sixty (60) day period the parties will meet and attempt to resolve the issues.

~~VI.~~ **F. Mandatory Overtime:**

Where circumstances permit, no employee shall be mandated more than one time in a seven day period.

~~VII.~~ **G. Holiday Canvass:**

Prior to posting the schedule for a period that includes a holiday(s), the employees will be canvassed to determine who wants to observe or work on the holiday(s). If a sufficient number of employees do not volunteer to observe or work the holiday(s), employees will be scheduled to work or observe the holiday on the basis of seniority. ~~ETIs~~ **E.T.A.s** shall be used to accommodate employees' requests to observe the holiday, when scheduling permits. By mutual agreement, the parties may develop alternative holiday procedures at the local level. The parties agree that this process may be affected by the implementation of self-scheduling.

~~VIII.~~ **H. Vacation Canvass (Pic-A-Vac):**

~~The Labor/Management Sub-Committee will oversee a vacation canvass process to be implemented Statewide by January 2004. The specific procedures will be developed by the Labor/Management Sub-Committee.~~ **The vacation canvass process being implemented at the time of this Agreement will continue.** Any disputes over the implementation of the vacation canvass process that cannot be resolved a the local level will be referred to the Labor/Management Sub-Committee **(IBB)** for resolution.

I. Unit 4 – Overtime

The parties agree to negotiate overtime provisions if changes to Appendix P necessitate such discussion.

J. Therapeutic Program Worker (T.P.W.) Training

The Employer will explore the creation of a TPW 2 classification for employees who complete all six modules of the T.P.W. training curriculum "Mental Health Care and Recovery."

OHIO DEPARTMENT OF MENTAL RETARDATION AND DEVELOPMENTAL DISABILITIES

Alternative Work Area Assignments

Management may reassign an employee from their defined work area for sound management reasons. The employee will first be reassigned in accordance with the provisions of Section 13.05. Management will then discuss the reassignment with the local union to reach mutual agreement on the permanent reassignments. If agreement cannot be reached at the local level, the issue will be referred to the statewide Labor/Management Committee for resolution. If resolution cannot be reached within sixty (60) days, the parties agree to extend the time of the temporary reassignment until such time as resolution is reached.

Management may also reassign employees where staff overages/shortages exist. Prior to the reassignment being made, the Employer will canvass for volunteers. If there are no volunteers, the least senior employee(s) may be reassigned from the area or shift most able to provide the coverage.

Filling Work Area Openings

Work area openings shall be filled in accordance with Appendix N (c); however, postings shall be for a period of at least five (5) calendar days. This language shall not preclude the parties' from developing alternative methods of filling work area openings at the facility level.

Calling Overtime

Employees who wish to be called for overtime shall have a working telephone and provide their phone number to their supervisor.

DEPARTMENT OF NATURAL RESOURCES

A. Established Term Regular Hours Employees

These employees have a limited duration of work (usually more than 14 weeks) dependent upon the needs of the department. These employees work a standard forty (40) hour week. They usually have starting and ending dates based on the previous seasons work, with flexibility to extend or reduce the time up to four (4) weeks, if weather or other conditions dictate.

B. Established Term Irregular Hours Employees

These employees are employed in conditions similar to Established Term Regular Hours Employees, except they usually do not work a standard forty (40) hour work week and instead are provided an identified number of hours each fiscal year in excess of 720 hours in Parks and Recreation and 1000 hours in all other Divisions/Offices of the Department.

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

1. Established Term Regular and Established Term Irregular Hours employees are included in the bargaining unit.
2. Established Term employees shall be notified at least ~~sixty (60)~~ **thirty (30)** days in advance of their appointments/interruptions by letter which states an identified length of employment.
3. Established Term employees **s**hall be appointed from a recall list by classification and work facility ~~which~~ **that** list employees according to total length of employment with the State. Employees with the greatest amount of employment time shall be recalled first, pursuant to the Appendices I and J in the contract between OCSEA and the State of Ohio.
4. Established Term employees shall be entitled to all rights and benefits of the contract except as specified in this document.
5. Established Term Irregular Hours employees will have leave accrual prorated in the same manner as part-time permanent employees.
6. All Established Term employees will be offered health insurance, but the employer contribution will cease with the employees interruption/termination date.
7. If the Department, because of lack of money, finds it necessary to shorten the length of employment of Established Term employees, it shall do so by seniority by district pursuant to the contract including Appendices I and J and in the spirit of the Ohio Revised Code 124.321-327 and Administrative Rule 123:1-41-01 through 22. That is to say Established Term employees shall be laid off prior to permanent employees. End of an identified employment period (as noted in the appointment/interruption) is not a layoff.

C. **Other Seasonal Non-Bargaining Unit Employees**

Limited duration non-bargaining unit employees working in the Division of Parks and Recreation cannot exceed 720 hours **worked** in a fiscal year. All other limited duration non-bargaining unit employees of ODNR cannot exceed 1000 hours **worked** in a fiscal year.

ODNR Natural Resource Workers (NRW)

~~D.~~**A.** ~~ODNR will create a new classification of Natural Resource Worker (NRW) which will include the duties of the attached classification specification.~~ The operation of the NRW position shall be like existing ODNR established term employees and shall include the following.

1. The NRW position will include an assignment that is of a duration of at least 720 hours per **fiscal** year in the Division of Parks and Recreation and **of at least** 1000 hours in other divisions per fiscal year. Such positions can be created by converting Natural Resource Aide (NRA) and Natural Resource Specialist (NRS) assignments which have the potential to exceed the 720/1000 hour duration in a fiscal year. The position is seasonal in nature and does not function year round. The hours of each position can vary from year to year depending upon weather and/or operational needs. **NRW interruptions must last a minimum of two (2) consecutive pay periods. The topic of NRWs cascading within a work area to avoid filling FT positions will be an appropriate topic of labor/management.**
2. The pay range for the NRW will be the pay range shown in Table A and shall increase at the same rate and times pursuant to the collective bargaining agreement.

Effective with the pay period that includes July 1, of the following years:

Table A

Pay Range		Step 1	Step 2	Step 3	Step 4	Step 5
	~~Hourly~~	~~7.62~~	~~7.86~~	~~8.13~~	~~8.4~~	~~8.7~~
~~2002~~	~~Annual~~	~~15,850~~	~~16,349~~	~~16,910~~	~~17,472~~	~~18,096~~
	~~Hourly~~	~~7.62~~	~~7.86~~	~~8.13~~	~~8.4~~	~~8.7~~
~~2003~~	~~Annual~~	~~15,850~~	~~16,349~~	~~16,910~~	~~17,472~~	~~18,096~~
	~~Hourly~~	~~7.62~~	~~7.86~~	~~8.13~~	~~8.4~~	~~8.7~~
~~2004~~	~~Annual~~	~~15,850~~	~~16,349~~	~~16,910~~	~~17,472~~	~~18,096~~
	~~Hourly~~	~~7.92~~	~~8.17~~	~~8.46~~	~~8.74~~	~~9.05~~
~~2005~~	~~Annual~~	~~16,474~~	~~16,994~~	~~17,597~~	~~18,179~~	~~18,824~~
	Hourly	**8.42**	**8.71**	**9.00**	**9.32**	**9.69**
2006	**Annual**	**17,514**	**18,117**	**18,720**	**19,386**	**20,155**
	Hourly	**8.71**	**9.01**	**9.32**	**9.65**	**10.03**
2007	**Annual**	**18,117**	**18,741**	**19,386**	**20,072**	**20,862**
	Hourly	**9.01**	**9.33**	**9.65**	**9.99**	**10.38**
2008	**Annual**	**18,741**	**19,406**	**20,072**	**20,779**	**21,590**

*** The NRW pay tables will be updated to reflect bargaining unit increases as per Article 36. Pay table will also reflect the deletion of Step 1 and the addition of a new Step 5 at 4%.**

3. The NRW is an established term (fixed term) position and shall be entitled to all the rights and benefits of the contract, (examples include seniority credits, accruals and use of leaves, health and safety provisions and grievance rights) except as specified in the section.

~~E.~~**B.** No existing bargaining unit position~~, which includes part-time and established term employees~~ will be reduced or replaced by the creation or placement of an NRW position or limited duration, non-bargaining unit positions. This does not preclude ODNR from adjusting hours for other operational reasons. Where work is performed by NRA/**NR**S and NRW positions in a work area and ODNR wishes to reduce persons performing such work then the NRA/**NR**S will be interrupted/terminated first, based on operation**al** considerations ODNR will make a reasonable effort to interrupt/terminate NRA~~s~~**/NRS** in a work area before NRWs and utilize NRWs to perform needed work provided they are qualified and/or experienced as available for the duty assignment.

~~F.~~**C.** When a division/office intends to ~~fill an NRW position or~~ convert an existing NRA/NRS assignment to an NRW, the following process shall **apply** ~~be applied~~:

1. When the ODNR labor relations section receives a division/office request to ~~fill an NRW opening or~~ convert ~~an~~ NRA/NRS assignment **the** ~~such intended posting~~ request will be forwarded to the ODNR assembly president ~~five (5)~~ **ten (10) working** days prior to the ~~posting~~ **conversion** date ~~where applicable~~. This **request** ~~notice where applicable~~ shall include the name of the person(s) proposed, **PCN(S),** employee history on computer (EHOC), the expected work area and assignment, ~~and~~ projected number of hours**, position description (PD), and Table of Organization (TO)**.
2. ~~If the number of proposed conversions are fewer than ten (10), then the OCSEA/ODNR assembly president shall have five (5) business days from the date of the receipt to concur or reject. In cases when the conversions total ten (10) or more the~~ **The OCSEA/ODNR A**~~a~~ssembly **P**~~p~~resident shall have ten (10) business days from the date of the receipt to concur or reject. All proposed conversions shall be submitted to the Union for concurrence. A diligent effort will be made to resolve any outstanding problems with the ODNR labor relations section before any disputed positions are offered or filed.
3. In the event **that a vacant NRW position currently exists on the TO and** the Union does not concur with a request to convert or no conversion is readily available to fill the job needs required, the division/office will have the option to post the position pursuant to the labor agreement. If the NRW position is posted, it shall be considered entry level and filled accordingly, except that NRA/NRS from the division/office requesting the posting, may be given first consideration to the posted NRW position. Such designation for consideration must be clearly delineated in the posting.
4. When an NRA/NRS exceeds the 720/1000 hour threshold for a fiscal year, the division/office through the ODNR labor relations section shall notify the Union and **request** convert~~t~~**sion of** the position that has exceeded the hour threshold. If the Union notifies the Department of position(s) ~~who~~ **that** have verifiably exceeded the threshold, the Department will take the necessary steps to convert the position(s) in an expeditious manner.
5. ~~Where ODNR chooses to fill by temporary working level assignment it is committed to giving priority to NRWs over NRA/NRS where these employees are qualified and are available for the duty assignment at that work facility.~~

D. Filling Current NRW Vacancies:

1. When a Division/Office posts an NRW vacancy a copy of the posting will be forwarded to the ODNR Assembly President and OCSEA Central Office.

2. The posted NRW position shall be considered entry level and filled accordingly, except that NRA/NRS from the Division/Office requesting the posting, may be given first consideration to the posted NRW position.

E. Creating New NRW Positions:

1. When a Division/Office requests to post a new NRW position the request to post will be forwarded to the ODNR Assembly President and OCSEA Central Office. This request to post shall include PCN, PD, and TO.

2. The posted NRW position shall be considered entry level and filled accordingly, except that NRA/NRS from the Division/Office requesting the posting, may be given first consideration to the posted NRW position.

3. In the event the Union objects to the creation of the NRW position, the ODNR Assembly President shall notify ODNR Labor Relations of such objection and discussion regarding the creation of this position will be immediately referred to the NRW Committee.

~~G.~~**F.** ODNR agrees to limit the number of hours that can be assigned to NRA and NRS employees to 339,000 hours for the Division of Parks and Recreation in a fiscal year. In the event this section is not complied with, the Union's remedy through the grievance procedure may include the allocation of excess hours to affected bargaining unit members.

~~H.~~**G.** ODNR agrees to limit the hours that can be assigned to NRA and NRS, up to 111,000 hours for the remainder of ODNR excluding the Division of Parks and Recreation in a fiscal year. In the event this section is not complied with, the Union's remedy through the grievance procedure may include the allocation of excess hours to affected bargaining unit members.

~~I.~~ **H.** ODNR agrees to provide OCSEA employee rosters that will assist the parties in the continued monitoring of this agreement. ~~The rosters shall include the following:~~

~~1.~~ On a monthly basis ODNR will provide reports on NRA/**NR**S and NRW positions. On a quarterly basis ODNR will provide reports on limited duration part-time and other less than full-time positions. The reports will show the name, cumulative hours and work location of each position.

~~2.~~**I.** The parties shall meet on a quarterly basis **or more frequently as needed** to resolve outstanding issues ~~that include but not limited to NRAs and~~ **regarding administration of the** NRW **agreement.** ~~assignment, NRW conversions, avoidance of excess hours and information and discussion regarding the administration of this agreement.~~

J. Where ODNR chooses to fill by Temporary Working Level assignment, priority is given to NRWs over NRA/NRS where these employees are qualified and are available for the duty assignment at that work facility.

~~J.~~**K.** The parties have agreed to a side letter providing technical interpretation **and definitions** of matters pertaining to ~~this~~ **the NRW classification** Agreement.

ODNR - Mineral Resources Management (MRM)

Within the ~~Division of Mineral Resources Management (~~MRM~~)~~, the following modifications to Article 17 and 18 are made:

For the purposes of applying Appendix J of the OCSEA Labor Agreement, the **Mineral Resources Inspector (**MRI**)** classifications will have statewide promotion, layoff and displacement rights. ~~The Division~~ **MRM** has the authority to identify reasonable geographic residency requirements for MRI vacancies and may deny actions pursuant to the promotion article if an applicant does not agree to the residency requirement identified. Residency requirement is an appropriate subject for labor-management.

Employees assigned to the classifications of Mine Rescue **Operations** Coordinator (24710), Mine Safety Inspector 1 (24711) and Mine Safety Inspector 2 (24712) shall have displacement and recall rights statewide. **Residency requirement is an appropriate subject for labor-management.**

~~**ODNR – Parks and Recreation Pilot Project**~~

~~The guidelines set forth herein were developed by the ODNR-OCSEA Statewide Labor-Management Committee. After implementation of this Agreement, the Committee will continue to monitor its application on an ongoing basis as well as conduct a formal review after 12 months. At that time, either party may decide to discontinue this Agreement. Alternatively, the parties may agree to modify this Agreement and/or broaden its application.~~

~~ODNR and OCSEA recognize that due to the seasonal nature of many of ODNR's operations, the Department utilizes a less than full-time and less than permanent work staff. The parties further recognize that many ODNR employees in these positions are long-term, dedicated employees seeking full-time/permanent positions with the Department. Therefore, in an effort to retain experienced work staff and foster positive morale, the parties agree in the ODNR Division of Parks and Recreation only, Article 17.04 shall be modified as follows:~~

~~A. For the vacancies that the Employer intends to fill by promotion or lateral transfer within the same classification to a higher appointment type, selection shall be made as follows. The remaining part of section 17.04 shall remain the same.~~

~~Probationary periods shall be governed by Article 6.~~

~~The order of appointment types shall be recognized in the following ascending order: Established term, part-time and full-time. In those situations when a particular part-time or established term employee within a headquarter county has been identified as the employee that would have an inherent right under this agreement and the employee has at least one year of service in the classification, the Division may forego the posting requirements of Article 17. Instead, the Division would provide notice to the union of an appointment type change to the Union. This notice will include the following:~~

- ~~Employee Name~~
- ~~Work Location~~
- ~~Classification and Appointment Type~~
- ~~New Appointment Type~~
- ~~Employee History Screen~~
- ~~Draft Position Description~~
- ~~Listing of Other OCSEA Employees in the Headquarter County~~

~~This information will allow the Union to verify its accuracy. If within 10 business days after notification the Union does not contest, Management will proceed with the appointment type change.~~

~~It is understood and agreed that this Agreement is not precedent setting. This Agreement shall not be used in evidence, referred to, or otherwise introduced in any subsequent arbitration, litigation or administrative hearing except for the purpose of enforcing the terms and conditions of this Agreement.~~

ODNR-Parks and Recreation-Regionalization Agreement

The ODNR/OCSEA Statewide Labor-Management Team developed these guidelines set forth herein. The parties shall conduct an annual review of this agreement.

The ODNR and OCSEA recognize the current Parks and Recreation regionalization practices do not provide appropriate promotional and displacement rights for the division's long-term, dedicated employees.

Thus, Article 17.04(1), as applied to Parks and Recreation, is modified to the following language:

> **"All employees in the office, county or Regional Park Unit (RPU) where the vacancy is located, who possess and are proficient in the minimum qualifications contained in the classification specification and the position description."**

The remainder of Article 17.04 remains unchanged.

Furthermore, the first paragraph starting in Article 18.04, as applied to Parks and Recreation, is modified to the following language:

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

The remainder of Article 18.04 remains unchanged.

ODNR –Project Employees

In accordance with Article 7.09, ODNR and OCSEA jointly developed a "project employee" appointment type through a labor-management process. The following provisions shall apply when utilizing a project employee:

1. A project employee (PE) is a limited term (PT/FT) position that is funded through federal, state, or private funds (including matching fund grants). Hours for a PE will be flexible to fit with the program they are working on, e.g., regular and non-regular hours/months/days. Management may not take away duties being performed by bargaining unit employees and assign those duties to PE's. PE positions will not be used to avoid filling permanent bargaining unit positions. **Labor-management is responsible for the approval of all PE requests.**
2. The duration of a ~~project employee~~ **PE** is defined as no less than 1000 hours and no more than three (3) years. ~~Management may extend the appointment within the three (3) year limitation.~~ **Original PE appointments of less than three (3) years may be extended to the three (3) year limitation with the approval of labor-management.** Should a PE's work be completed earlier than anticipated, the PE's appointment may be terminated with at least a sixty (60)-day notice. Such termination will not be considered a lay-off and PE's will have no bumping rights. PE's will be eligible to apply for unemployment compensation at the end of their tenure. PE's are not subject to bumping by current bargaining unit staff in the event of a reorganization/lay-off of permanent staff.
3. ~~These positions~~ **PEs** are covered by the OCSEA Collective Bargaining Agreement ~~(Contract)~~ and ~~as such will~~ **shall** pay union dues. The PE ~~will be~~ **is** entitled to union representation, pay increases, and all other contractual benefits, with the exceptions as noted in this document. PE's will also pay into ~~PERS~~ **the Public Employees Retirement System and are**~~. Project employees will be~~ in the unclassified service.
4. PE positions will be posted pursuant to ~~A/S~~ **Article** 17.03~~,~~ and will include an anticipated start and end date of the work. Current bargaining unit members will not have an inherent right to these positions, as they are temporary in nature. If it is determined that the work being performed by a PE should become permanent, this permanent position will be posted and filled pursuant to Article 17. The PE will not have an "inherent right" to the permanent

position. The PE's will not earn seniority credits during their tenure, however, if the PE completes the term of his/her appointment and is selected to fill a permanent ODNR position within sixty (60) days, **they shall receive** seniority credits for the time served as a PE~~. will be allotted.~~

5. The classification of the PE will correspond with the assigned work and the appropriate classification, using the state classification plan and pay range. ~~As such t~~ **T**he probationary period for a PE will correspond to the classification being utilized. The PE will show on a Division/Office table of organization as a temporary position.

The utilization of ~~project employees~~ **PEs** will continue to be an appropriate subject of labor management.

Labor/Management Committee

For the purposes of applying Articles~~/Sections~~ 8~~.01~~ and 11~~.00~~ of the labor agreement, ODNR shall have one statewide Department ~~Labor/Management (~~L/M~~)~~ committee, as well as our Central Office, Fountain Square L/M exclusively. This does not preclude the development and utilization of local work area L/M committees where the parties mutually agree or the development and utilization of district L/M committee as provided in Article**s** 8 and ~~Article~~ 11.

Tools and Equipment

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

ODNR - ~~Division Of~~ Forestry

Professional Achievement Incentive Supplements

In an effort to promote professionalism and enhance the quality of services, employees within ~~the~~ ~~Division of~~ Forestry **are** ~~will be~~ eligible for **a** pay supplement equal to three percent (3%) of the classification salary base rate upon voluntarily obtaining and maintaining specific certifications. At the beginning of each fiscal year, the following classification ~~will be~~ **are** eligible for the supplement upon demonstrating attainment of the Society of American Foresters (SAF) certification:

	Class	Pay Range
22321	Forestry Technician	27
22323	Forester (non-urban)	30

Further, employees in the Forester classification with the working title of Forester Urban will be eligible for the supplement upon demonstrating attainment of the International Society of Arboriculture (ISA) certification.

This supplement shall be added to the employees' base salary for all hours paid, and shall be used in the calculation of overtime pay. If an employee loses certification, he/she is no longer eligible for the supplement. Employees are require~~s~~**d** to notify management of all changes in certification. Management will not provide additional training or educational release time, etc., beyond ~~the Department's~~ **ODNR** existing applicable policies.

The pay supplement can be discontinued only upon notice of an approved layoff/job abolishment in ~~the Division of~~ Forestry that will result in layoff or displacement of an employee.

ODNR – Watercraft

The ODNR Labor/Management Committee shall facilitate a review of the processes involved in issuing watercraft registrations by field staff statewide in Watercraft. The purpose of this review is to determine the impact of seasonal variations in workload/duties of employees and to develop and implement a process to account for any variations. Watercraft and OCSEA shall provide representatives to participate in this review.

ODNR Promotion – Increase in Appointment Type

Since the ODNR utilizes many seasonal and other less than full-time appointment types, Article 17 of the OCSEA Collective Bargaining Agreement often limits an employee's ability to successfully bid on a position which is the same classification, but is an increase in appointment type.

Thus, in an effort to retain experienced staff and foster positive morale, for vacancies the ODNR intends to fill by promotion or lateral transfer within the same classification to a higher appointment type, Article 17 of the OCSEA Collective Bargaining Agreement is modified by the following language:

A) A division shall identify a classification that requires an increase in an appointment type (example: Account Clerk 1 from part-time to full-time);

B) The order of appointment types is recognized in the following ascending order: established term, part-time and full-time;

C) When a part-time or established term employee in the identified classification within the headquarter county or Regional Park Unit would have a right under Article 17 and has at least one year of service in that classification, the identified employee may be awarded the new appointment type.

D) If a vacancy is filled pursuant to this Section, the division shall forego the posting requirements of Article 17. However, the current OCSEA Assembly or Chapter President for the ODNR and the assigned OCSEA staff representative shall receive the following information from the ODNR Labor Relations Office within ten (10) business days to the official notification to the Union to increase an employee's appointment type:

1. Employee name;
2. Work location;
3. Classification and appointment type;
4. New appointment type;
5. Copy of the employee history screen;
6. Draft Position Description; and
7. Listing of other OCSEA employees in the headquarter county.

If OCSEA does not contest the accuracy of the aforementioned information within ten (10) business days after notification, the requesting ODNR division shall proceed with the appointment type change.

E) Probationary periods remain governed by Article 6 of the OCSEA Collective Bargaining Agreement.

OHIO DEPARTMENT OF PUBLIC SAFETY

The Department of Public Safety, Division of Emergency Management Agency, utilizes federal and state funds to hire disaster relief grants employees (DRG) to coordinate federal and state funded relief programs following a disaster. The parties agree the following shall apply to all DRG appointments.

1. DRG employees shall be members of the bargaining unit.
2. The employer will establish an ending date of employment at the time of appointment, which may be extended or reduced as determined by the Employer with written notice to the employee and the Union. The Employer will provide the Union with the reasons for the extension and with a new ending date.
3. DRG employees are exempt from coverage under Article 18, Layoffs. They shall serve a ~~one (1) year~~ probationary period **commensurate with the pay range of the classification as defined in Article 6.01 (A)** and may be removed at any time due to lack of work at the discretion of the Employer.
4. DRG employees shall not be used to avoid filling full-time or part-time permanent vacancies as defined under Article 17. No DRG employee can displace a full-time or part-time permanent employee. **When applying for a full-time or part-time permanent position within the Emergency Management Agency, and if the DRG employee has successfully completed the required probationary period and meets minimum qualifications, the DRG employee will have precedence for appointment over external applicants.**
5. DRG employees may only be used to fill limited duration positions ~~following~~ **funded by** ~~a~~ declared federal or state disaster **relief programs** and shall be limited to use in the Emergency Management Agency. ~~The two state funded and administered programs eligible to utilize disaster relief grant employees are the State Disaster Relief Program and the State Individual Assistance Program.~~

Bargaining Unit Rights

1. DRG employees shall be entitled to all rights and benefits of the Agreement except as amended herein. DRG employees shall:
   a) Not earn seniority credits. **If a DRG employee is selected to fill a full-time or part-time permanent Emergency Management Agency position, seniority for time served as a DRG employee will be credited upon successful completion of probation in the full-time or part-time Emergency Management Agency position, provided there has been no break in service.**
   b) Not have standing to grieve termination of their employment due to lack of work or non-selection under Article 17.
   c) Earn all forms of leave including prorated accrual for part-time employees.
   d) Be offered health insurance but the Employer's contribution will cease on the employee's interruption/termination date. Employee contributions shall be accordance with Article 20. Beginning with the effective date of this Agreement, all DRG employees whose total State service time as an DRG employed from original date of hire, is 26 pay periods or greater, will be eligible for those benefits provided by the OCSEA Benefits Trust, per Article 21 of the Agreement. The Employer's contribution will cease on the employee's interruption/termination date. DRG employees shall not be eligible for disability benefits under Article 35.
   e) All DRG employees shall be terminated prior to the layoff of any permanent employee assigned to the Emergency Management Agency.

PUBLIC UTILITIES COMMISSION OF OHIO

The Public Utilities Commission of Ohio (PUCO) and the Ohio Civil Service Employees Association (OCSEA) agree that in an attempt to retain non-bargaining unit

PUCO trained employees on the agency's payroll, the PUCO will consider these applicants applying for positions which require the duties for which they are PUCO trained.

Pursuant to Section 17.04, the aforementioned employees will be considered after all permanent, bargaining unit employees employed by the PUCO. These non-bargaining unit employees will be considered along with the applicants in Grouping 5 (All other employees of the State-Inter-Agency Transfer). PUCO will notify the Chapter President or his designee each time this situation occurs.

This agreement applies to the application and selection process only.

DEPARTMENT OF REHABILITATION AND CORRECTION

A. Hats and Ties

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

B. Pick-a-Post

The Union and the DR&C shall continue Pick-A-Post for Correction Officers and Correction Counselors during the term of this Agreement.

1. Effective with the ratification of the ~~2003 – 2006~~ collective bargaining agreement, **if necessary as determined by the Statewide Oversite PAP committee,** all Pick-A-Post agreements will be reviewed to (a) insure that the agreements are within their funded post allocations, (b) that the pull and move posts are removed, and (c) they are within their relief ratio.
2. The relief ratios will be determined by the Regional Director, after discussion with the Union. If needed this will be reviewed annually.
3. Each local chapter will determine whether a re-canvass is necessary.
4. No agreements shall be considered approved until approved by the Statewide Pick-A-Post Committee. **DRC reserves the right to approve and implement local PAP agreements, as deemed necessary for good management reason, for situations as described in section 1 above, or a change in the mission of the institution. The Employer will implement the local PAP agreement only after a good faith effort has been made to gain approval from the Oversite Committee. If an agreement is implemented in such a manner, the union reserves the right to file a grievance on the issue directly to Step 3 under 25.02 of the grievance process. Management will then agree to arbitrate the grievance through the NTA process, within 30 days of the filing of the grievance.**
5. The Pick-A-Post Oversight Committee shall be required to meet monthly during the term of this agreement unless mutually agreed otherwise.

~~6. The Pick-A-Post Oversight Committee shall continue to be responsible for assuring the efficacy of the Pick-A-Post agreements through an assessment of both positive and negative impacts upon the operation of the institutions.~~

~~7.~~**6.** Management retains the right to deny a bid for good management reasons after consultation with the affected employee and the Union.

~~8.~~**7.** Any immediate threat to the health, safety and security of the institution shall take priority over the Pick-A-Post agreement.

Correction Officer Pick-A-Post

1. The respective Regional Director shall at least annually supply each warden with a funding letter for each institution indicating the following: a) the number of authorized correction

officer positions, b) total weekly posts, and c) a relief factor designated for that prison's staff.

2. All Pick-A-Post agreements negotiated at the local level shall comply with the limits imposed by the funding letter of the Regional Director.
3. All established posts under the agreements will be filled, barring any unforeseen circumstances that affect the daily operational needs of the institution or a change in the mission of that Institution.
4. **Each institutional PAP committee may discuss and come to mutual agreement, on any "utility posts" that may be closed, even at the beginning of the shift. The use of such post closures will be based on operational need, when the need to fill such posts would require the employer to utilize overtime on the shift.**

   If any agreements are reached locally on the issue of closing "utility posts," they shall be submitted to the Statewide Oversite Committee for review and approval.

~~4.~~**5.** The issue of relief officers bidding shift assignments may be included in local proposed Pick-A-Post agreements, subject to approval from the Pick-A-Post Oversight Committee. No pre-existing right to bid for relief officers may be inferred from these discussions.

~~**C. Uniform Committee**~~

~~DR&C and OCSEA/AFSCME agree to form a joint labor management team to study the feasibility of alternative methods to the distribution of all uniform clothing presently issued to OCSEA/AFSCME members. The team's goal shall be to determine whether such methods would result in improved service of providing uniforms for the employees. An important element of the team's finding shall be a comparison of costs between the methods as opposed to current practice. The expenses of the current practice that shall be considered include, but are not limited to, the purchase price of uniforms, warehousing, and inventory management costs. In conjunction with its findings and recommendations, the labor/management team may make recommendations regarding proposed changes to uniform requirements and allocation numbers. If the committee recommends a change from the current method, a proposed schedule of implementation to include depletion of current inventories shall be included. The committee report may be issued as soon, as is feasible, but no later than July 1, 2004.~~

C.~~D.~~ Inclement Weather Gear

DR&C agrees to provide a winter coat of sufficient warmth and quality.

DR&C and the Union agree that the Local Health and Safety Committees will determine the appropriate inclement weather gear, in the event that the Local Committees cannot reach an agreement on the appropriate gear for that institution, then the Agency Health and Safety Committee will resolve the issue. The guidelines for the Local Committees are as follows:

a. DR&C agrees to provide the following inclement weather gear, to include but not limited to, cold weather gear, e.g., carharts, rain gear, rain shoes, sweaters, knit caps.
b. DR&C and the Union agree that the need for inclement weather gear will be based on the post or job duties of the CO, and the physical structure, and location of the institution.
c. DR&C agrees to allow the use of inclement weather gear that is purchased by the employee with the proviso that restrictions may be imposed on the nature and color of the inclement weather gear. The personal inclement weather gear includes but is not limited to, gloves, scarves, earmuffs, hooded sweatshirts and long underwear.

D.~~E.~~ Uniform Cleaning

Where feasible, the Department shall provide cleaning and pressing services for employees who are required to wear uniforms. The DR&C shall provide or pay for the dry cleaning of department issued uniform items which are required to be dry cleaned to a maximum of two (2) times per year. If these services are not provided, the employee will be paid the contractual uniform cleaning allowance. The ~~Agency Labor-Management~~ **local Health and Safety** Committee shall ~~conduct a study of uniform cleaning services in the DR&C and shall make appropriate recommendations to the Director of the Department~~ **review issues related to the cleaning and pressing of uniforms. Any outstanding issues shall be referred to the Agency Health and Safety Committee**.

E.~~F.~~ Vacation Allotments **for Correction Officers**

The Union and DR&C agree that all institutions will update their vacation allotments at least on a yearly basis. Each November the institution personnel office shall calculate the total number of vacation days that the existing correction officer workforce will accrue in the coming year.

- **Add total number of days that CO workforce will accrue in the upcoming year. For example: If an employee has less than one (1) year of service and will hit the one (1) year mark on July 1, they would receive a lump sum of eighty (80) hours of vacation and begin to accrue at the rate of 3.1 hours per pay period. Both numbers should be figured in for the officer in the upcoming year. The same holds true for any other officer who is anticipated to receive a lump sum of vacation leave in the next year, as they will cross the five (5), ten (10), fifteen (15), twenty (20) or twenty-five (25) years of service.**
- **The total number of vacation days to be accrued shall then be made available for canvassing by the correction officers at the annual canvass.**
- **The current vacation leave balances carried by the CO workforce will not be added to the total days. Only those days, which they will accrue in the upcoming year, will be added.**

The total number of vacation days to be accrued shall then be made available for bid by the correction officers at the annual canvass. The total number of days made available for the annual canvass shall be evenly distributed throughout the calendar year, and made available for bid to the correction officers on the various shifts in proportion to their numbers. If in calculating the number of vacation days available there is a remainder, then the remainder will be multiplied by ~~365~~ **355**.

- **Once the number of days to be earned is calculated, by shift, the number should be divided by 355 for the first (1st), second (2nd), and third (3rd) shifts.**
- **The divisor for special duty should be 260 as it is more reflective of the days special duty is scheduled. However, in the case of Special Duty schedules that have a percentage of posts that are not five (5) day operations, the institution should agree to the distribution of Special Duty based upon the 355 divisor as they have already been taking into account the seven (7) day posts.**
- **The whole number is the number of vacation slots available per day. Anytime the number of days accrued by the shift is less than 355/260 respective of the shift that will be the total number of days available to be distributed throughout the year.**

- **The whole number of days available shall be evenly distributed throughout the year.**
- **There shall be no "rounding up" of the number to generate more guaranteed/available slots per day.**
- **For example:**

Shift	Days Accrued	Divided by 355, except for SD., which shall be divided by 260	Slots per day	Remainder to be agreed upon for distribution
1st	610.5	1.71	1	.71x355=252 addl. slots
2nd	545	1.53	1	.53x355=188 addl. Slots
3rd	312	.87	0	312 total slots available**
4th	263.5	1.01	1	.01x260=3 addl. slots

The resulting number of additional days will be added to the vacation slots available, and distributed as determined by the local labor-management committee. Each officer may bid on any number of vacation days up to the total number of days he/she will accrue during the coming calendar year. Officer bids may be for individual days and/or for grouping of days. **Members will have a reasonable opportunity to look at a canvass book in a timely fashion, but not to hold up the canvass process.** Any available vacation days not bid upon by the correction officers shall remain available on the respective shifts for bid at a later time per Article 28. **Per discussion between the parties, an employee may choose to use Vacation or Compensatory Time to cover the request for time off, whether the slot was selected via the annual vacation canvass or if the slot remained available on a first come first serve basis.**

If the managing officer or designee makes more slots available for the annual canvass than guaranteed by the formula described above, these extra slots shall not become a guarantee. Day-to-day requests for vacation above and beyond the guaranteed slots will be considered in accordance with Article 28.

~~G.~~F.CDL Testing

DR&C agrees to reimburse **employees** for the cost of ~~testing for~~ **obtaining and maintaining** a Commercial Drivers License (CDL). DR~~&C will reimburse for the cost of the initial or one test.~~ The employees eligible for reimbursement are those whose assignments are either transportation or their duties require the use of a CDL. **Reimbursement will be provided only while the employee remains in the position requiring the CDL. If a post requiring a CDL is vacated, and no employee with a CDL bids on the post, DRC reserves the right, through operational need, to assign an employee with a CDL to the post in seniority order. If there are no volunteers, the least senior will be assigned to the post.**

~~H.~~G.Overtime Policy

DR&C and the Union agree to ~~incorporate by reference the Statewide Overtime Policy that was agreed to during the 1997-2000 agreement~~ **continue the Statewide Overtime Committee for the purpose of developing a mutually agreed to overtime policy**. For the purposes of the Statewide Overtime Policy, equalization shall mean that all employees **covered by this collective bargaining agreement** who have elected to be eligible for overtime during the canvass period have an equal opportunity to sign on the

~~daily~~ **appropriate** rosters. In the event an eligible employee **covered by this collective bargaining agreement** is missed for an overtime opportunity, the remedy shall be that the employee who was missed shall be offered an opportunity to work the number of hours missed at the employee's **choice of** date and shift ~~choosing~~. The opportunity shall be made as soon as the missed opportunity is confirmed. **Unless mutually agreed otherwise, the employee must work the missed overtime opportunity within forty-five (45) days of the confirmation of the missed opportunity.**

A quarterly canvass, as provided for in Section 13.07, shall not be required.

H. Correction Officer Promotions – Laterals – Demotions

1. The number of bargaining unit vacancies during the previous calendar year shall be determined in the first week of January of each year. Ten percent (10%) of that number shall be determined by rounding up, and that number plus ten percent (10%) of any new vacant positions added to the Table of Organization, shall be used to determine the maximum number of vacancies that the institution shall be required to accept by lateral transfers during the ensuing year. DRC shall consider requests for lateral transfers before considering external applications as per Section 17.05 until the maximum number of vacancies required to be accepted is fulfilled. Management reserves the right to exceed the ten percent (10%) rule.

2. No later than January 15 of each year, the institution shall notify the local Union and the Assessment Center of the maximum numbers each institution shall be required to accept by transfer.

3. Bargaining Unit employees who wish to apply for promotion to the Correction Officer classification shall submit a completed application to the Assessment Center. Applications for promotion shall be accepted on a continuous basis. Applicants for promotion will be considered prior to lateral transfer in accordance with Article 17.

4. Effective the pay period which includes January 1, and July 1, DRC will issue a Lateral Transfer Posting for Correction Officers for each institution for a period of ten (10) days. Employees wishing to transfer will submit a completed application form to the Assessment Center indicating the institution to which the employees wishes to transfer. The employee shall complete a separate application for each institution for which they want to be considered. The Assessment Center will maintain a file for each institution with a copy of each employee's application. The applications will be sorted by State seniority, in descending order. These applications shall be considered active during the current six (6) month period, then purged. Applications will only be considered for the six (6) month period in which they were submitted.

5. Bargaining unit employees who wish to apply for demotion to a Correction Officer position will be considered in accordance with Article 17. Applications will be submitted to the Assessment Center during the Lateral Transfer Posting period.

6. The Employer reserves the right to convert external interims to full-time permanent correction officers after the ten percent (10%) lateral transfer threshold has been met.

7. Each institution authorized to fill positions will forward their request to the Assessment Center. Vacancies shall be filled by adhering to the order and processes set forth in Article 17. All lateral transfers shall be filled with the required ten percent (10%) prior to hiring any new employees.

OHIO REHABILITATION SERVICES COMMISSION
Disability Claims Development Analyst (DCDA)

The purpose of Pre-Development Unit in the Ohio Rehabilitation Services Commission (ORSC)/Bureau of Disability Determination (BDD) is to accomplish, at least, the following items: Alleviate the impact of developmental actions of the Disability Claims Adjudicators (DCA); increase BDD case production; and reduce processing time of cases. The employees participating shall be classified as Disability Claims Development Analyst (DCDA). It is a goal that the DCDAs be composed of promoted support staff and demoted DCAs.

Minimum Qualifications for the Pre-Development Unit is current full-time non-probationary staff; staff who are classified as 1) DCA 2s, DCA 3s; OR 2) ORSC Support Staff who have completed an Associate Degree in sociology, psychology, social work, special education, nursing, communications, business or other human services/medical related field or closely related field. ALL DCDAs shall serve a six (6) month probationary period. Even though the DCDA is in the same DCA classification series, the time spent as a DCDA shall not be used to indicate that an employee meets minimum qualifications for a DCA 1 position and time spent as a DCDA shall not count the time served for promotions in the DCA series.

The Parties agree that Article 17 shall be modified for composition requirements of the Pre-Development Unit. The parties agree that selection shall be in accordance with RSC Selection Procedure. It is within Management's right to determine the size of the Pre-Development Unit.

A) Positions may be posted as a "promotion only" vacancy notice. Demotions and lateral transfers shall not be considered. OR

B) Positions may be posted as a "demotion only of Disability Claims Adjudicators." Promotions and lateral transfers shall not be considered.

All staff who are selected as DCDAs shall remain in the DCDA classification for at least six (6) months (their probationary period) and cannot opt out in accordance with Article 6.

Current Pre-Development Pilot participants shall notify the ORSC/BDD Director of their intention to continue/discontinue pre-development of claims by March 15, 2006. Staff deciding not to continue pre-developing claims will cease this duty April 1, 2006. Management may fill these vacant DCDA positions in accordance with the Pilot. Effective April 15, 2006, the parties agree to grandparent current Pre-Development Pilot participants. Staff participants will be reclassified as DCDAs payrange 28. This may result in a demotion or promotion of the Pilot Participants.

Note: We anticipate the Unit to be 14 or fewer staff and we are working with DAS classification to develop this DCDA as part of the Disability Claims Adjudicator Series – pay range 28.

OHIO DEPARTMENT OF TRANSPORTATION

A. 13.06 - Report-In Location

The report-in location(s) **for the purpose of establishing start time** for ODOT field employees shall be the particular project to which they are assigned or forty (40) miles **from the**

employee's residence, whichever is less, year-round. Field employees who reside outside of the district to which they are assigned shall start the above mileage figures at the district line.

Field employees for purposes of this Section shall be defined as Project Inspectors or other construction personnel assigned to construction projects who do not have the district office as a normal report-in location.

B. 13.07 - Overtime

1. Distribution

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

Insofar as practicable, overtime opportunity hours shall be equitably distributed on a rotating basis by seniority among those who normally perform the work as defined in the classification specification and/or position description. Overtime work which contains duties that are common to a classification series shall be equitably distributed among those employees within the appropriate series on that particular roster. In the event the Employer has determined the need for overtime, and if a sufficient number of employees is not secured through the above provisions, the Employer shall have the right to require the least senior employee(s) who normally performs the work to perform said overtime. The overtime policy shall not apply to overtime work which is specific to a particular employee's classification and/or position description or specialized work assignment or when the incumbent is required to finish a work assignment.

2. Roster Administration

The Agency agrees to post overtime rosters which shall be provided to the facility steward, within a reasonable time, if so requested. The rosters shall be updated **as soon as feasible after each overtime event, no later than** ~~every~~ **each** pay period in which any affected employee had overtime offered. Each ODOT Field District will ~~implement~~ **maintain** a standard, district electronic overtime roster **with all refusal hours and hours worked recorded** in accordance with this overtime policy~~, if one does not currently exist, not later than September 1, 2003~~.

Employees shall be placed on the appropriate overtime roster by classification for that facility, work unit, or project. All Highway Maintenance Workers, **Highway Technicians,** Project Inspectors, Bridgeworkers and Routemarkers with CDL's will be automatically placed on the appropriate overtime roster for snow and ice control. Overtime opportunity hours shall be carried from project to project and assignment to assignment. Overtime opportunities charged while on temporary working assignment will be carried back to the employee's regular roster.

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

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

In situations where shifts are utilized, the Employer and Union may agree to alternative call-out procedures to work non-shift hours. Five (5) calendar days notice will be given for county maintenance shifts which exceed ten (10) working days and will be first filled by canvassing qualified volunteers from that work unit's regular roster for the classification

specified. If there are more volunteers than shift positions, then State seniority shall be the determining factor. If the need for volunteers still exists, the remaining shift positions shall be filled by inverse seniority. This Section does not apply to shifts formed in reaction to short term operational needs.

When employees are scheduled for at least two (2) hours of overtime, arrive at the job site to perform such overtime, and the work is cancelled due to inclement weather or contractor's or employer's decision, those employees scheduled to work are entitled to two (2) hours of overtime that day.

An employee who is offered but refuses an overtime assignment shall be credited on the roster with the amount of overtime refused. An employee who agrees to work overtime and then fails to report for said overtime shall be credited with the amount of overtime offered, and shall be liable for discipline unless extenuating circumstances arose which prevented him/her from reporting.

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

Overtime rosters shall be **zeroed out at the end of the pay period which includes April 1, 2006. Overtime rosters shall be** rolled-back ~~annually~~ at the end of the pay period which includes April 1**, 2007 and 2008** in order to diminish accumulated hour totals. An employee within a classification series with the lowest number of hours on a specific roster shall be reduced to zero and all other employees within that classification series on the same roster shall be reduced that same amount of hours.

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

3. Snow and Ice Control

During snow and ice operations employees are expected to work overtime. Consistent charged refusals to work overtime may be grounds for discipline.

For equitable distribution purposes only**,** an employee on leave shall be considered as refusing all overtime opportunities until their next scheduled shift unless he/she has informed the supervisor as to his/her availability prior to the departure for the leave. This type of refusal shall be coded as RL and shall not be included as refusals subject to discipline in the preceding paragraph.

With the effective date of this agreement through November 26, 2006, ~~S~~**s**now and ice overtime call out procedure **shall be offered in the following order:**

a. HT 1-3 & HMW (with CDL's) whose daily work assignment is at a county facility

b. HT4, PI's, BW, RM (with CDL's) whose daily work assignment is at a county facility

c. HT 1-5 & PI's who are assigned to a construction project and all non-county BW, RM, HMW's

d. Other Unit 6 employees assigned to the county

e. All other Unit 6 employees

f. All other bargaining unit employees

Effective November 27, 2006, snow and ice overtime opportunities shall be offered in the following order:

a. HT 1-5, RM, BW, HMW & PI's (with CDL's) whose daily work assignment is at a county facility

b. HT 1-5 & PI's who are assigned to a construction project and all non-county BW/RM/HMW's

c. Unit 6 employees assigned to County (who are not on first list, i.e., Mechanics)

d. All other Unit 6 employees

e. All other bargaining unit employees

Snow and ice overtime call out procedure is an appropriate subject for District Labor/Management Committees. If the parties are unable to resolve this issue at the District level, the issue may be submitted to the Statewide Labor/Management Committee for resolution.

In October of each year, management shall canvass employees who do not normally perform snow and ice removal duties to volunteer for overtime opportunities to do this work when regular overtime rosters are exhausted. These employees shall be placed on auxiliary rosters in counties to where they volunteer. The first auxiliary roster is composed of qualified Unit 6 employees and overtime shall be offered in rotation by seniority order. The second auxiliary roster is composed of all other qualified employees. Management is not required to equalize overtime on auxiliary rosters. Employees on auxiliary lists have no right to grieve overtime opportunities for snow and ice removal, except that employees who are required to be on an auxiliary list shall have grievance rights under Article 25.

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

Project Inspectors, Bridgeworkers, Routemarkers and all non-county Highway Maintenance Workers **and non-county Highway Technicians** whose classification specifications include snow and ice removal duties, will be placed on a snow and ice removal overtime roster, and will be called in rotation immediately following calls to all main list employees for snow and ice removal for that facility.

Newly hired, promoted, demoted, or lateral transferred employees under the provisions of Article 17 of this Agreement who are qualified to perform the work shall be charged on the roster with one hour more than the highest amount on the appropriate roster in their new work location.

4. Construction

In Construction, Unit 7 employees will have preference for overtime assignments over non-Unit 7 employees on the project to which they are assigned.

With the effective date of this agreement through November 26, 2006, construction overtime distribution by project for overtime abutting the shift and for overtime less than 4 hours not abutting the shift shall be offered in the following order:

a. HT4 & PI's

b. HT2 & HT3

c. Temporary Work Assignments assigned to the project where the overtime exists.

Effective November 27, 2006, construction overtime distribution by project for overtime abutting the shift and for overtime less than 4 hours not abutting the shift shall be offered to those qualified by the Series level in the following order:

a. HT2, HT3, HT4 & PI's

b. Temporary Work Assignments

~~Anticipated overtime of four (4) hours or more that does not abut the non-Unit 7 employee's shift shall be offered to available qualified Unit 7 employee(s), whose project office is within 10 miles of the project office where the overtime exists, before being offered to non-Unit 7 employees.~~

With the effective date of this agreement through November 26, 2006, construction overtime distribution by project for overtime of four (4) hours or more not abutting the shift (ten mile rule) shall be offered to those qualified by the Series level in the following order:

a. HT2, HT3, & HT4 & PI's assigned to the construction project where the overtime exists

b. HT4 & PI's on construction projects where the project office is within ten (10) miles of the project office of where the overtime exists

c. HT2 & HT3 on construction projects where the project office is within ten (10) miles of project office of where the overtime exists

d. Temporary Work Assignments

Effective November 27, 2006, construction overtime distribution by project for overtime of four (4) hours or more not abutting the shift (ten mile rule) shall be offered to those qualified by the Series level in the following order:

a. HT2, HT3, HT4 & PI's assigned to construction project where overtime exists

b. HT2, HT3, HT4 & PI's on construction projects where the project office is within ten (10) miles of the project office where the overtime exists

c. Temporary Work Assignments assigned to the project where the overtime exists

Nothing in this agreement is meant to modify the overtime procedures as established in the Highway Technician Memorandum of Understanding.

In Construction, overtime rollback will be District-wide for all Project Inspectors. The rollback will occur at the end of the pay period which includes April 1. All Project Inspectors will be zeroed in year one of the contract to implement a fair and equitable system.

In construction, every reasonable effort will be made to equalize overtime opportunity hours. Construction assignments will be based upon operational needs, proximity to project, and/or employee qualifications/experience, and in consideration for the equitable distribution of overtime.

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

5. Miscellaneous

Except as otherwise established by the Employer an employee's posted regular schedule shall not be established in such a manner to require the Employer to pay overtime. An employee's posted regular schedule shall not be changed solely to avoid the payment of overtime, ~~within a single work week or pay period.~~ **unless notice requirements have been fulfilled pursuant to 13.07 of the main body of the contract.**

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

~~Employees on an overtime roster shall provide a telephone number to their supervisor where they may be contacted by their supervisor. The agency shall establish a phone log procedure to verify phone calls to employees who are being contacted for overtime. In the event there is a dispute as to an employee having been contacted, or which employee(s) were contacted, the~~

~~phone log will be used for verification. In locations where there are computer verified phone systems, the computer log may be used for verification.~~

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

~~In situations where shifts are utilized, the Employer and Union may agree to alternative call-out procedures to work non-shift hours. County maintenance shifts which exceed ten (10) working days will be first filled by canvassing qualified volunteers from that work unit's regular roster for the classification specified. If there are more volunteers than shift positions, then State seniority shall be the determining factor. If the need for volunteers still exists, the remaining shift positions shall be filled by inverse seniority. This Section does not apply to shifts formed in reaction to short term operational needs.~~

~~When employees are scheduled for at least two (2) hours of overtime, arrive at the job site to perform such overtime, and the work is cancelled due to inclement weather or contractor's or employer's decision, those employees scheduled to work are entitled to two (2) hours of overtime that day.~~

The Unit 6 agreements **listed in Appendix P of the collective bargaining agreement do not pertain to the Department of Transportation.** ~~6.01, 6.02, and 6.03 are deleted by this Agreement, as those Agreements pertain to ODOT, however, paragraphs 6.4 and 6.5 are retained as outlined in Section N and O.~~

C. 13.08 - Call Back Pay

In ODOT, employees who are called back to work and do report outside of their regularly scheduled shift for a time period that does not abut their shift, who work two and one-half (2 ½) hours or less will be paid four (4) hours at the straight time rate and will be credited on the appropriate overtime roster with two and one-half (2 ½) hours overtime. Those employees who work more than two and one-half (2 ½) hours will be paid actual hours worked at the overtime rate of pay subject to the provisions of Article 13.10. **Should an employee work hours that qualify for the shift differential rate as specified in Section Q of this agreement, the shift differential rate shall be included for the purpose of calculating call back pay.**

However, an employee called-in for snow and ice removal to work for a time period abutting his/her shift will be paid a minimum of one **half** (1/**2**) hour at the overtime rate of pay. **A consistent refusal shall not be charged for anyone called less than one hour prior to his/her normal shift.**

D. Temporary Working Assignments

When fluctuations in workload or weather conditions necessitate the temporary transfer of employees, the Director of the Ohio Department of Transportation or designee may temporarily assign such personnel to duties other than those specified by their classification. Seniority and qualifications shall be a factor in determining which employees will be deemed available for temporary working assignments. ~~Other criteria for selection to temporary working assignments is an appropriate topic for discussion at the District Labor/Management Committee.~~

Such assignments shall first be done through the solicitation of volunteers in State seniority order among all qualified employees released **at that time** for the temporary working assignments. ~~When the workload situation is such that the voluntary list is not adequate, temporary working assignments shall be made among available employees on the basis of inverse seniority.~~

~~A reasonable number of qualified employees in a classification series to be released shall be an appropriate topic for District Labor Management Committees.~~

When an employee is temporarily transferred, the transfer will be to a classification for which the employee ~~is qualified~~ **possesses minimum qualifications**. An employee(s) shall suffer no loss of pay, benefits or seniority as the result of a temporary transfer. Where such temporary transfers will be to a higher paying classification, the employee will receive the pay of the higher paying classification, but not limited to four percent (4%) above his/her current step rate of compensation.

An employee temporarily transferred by this Section shall be notified in writing at least ~~two (2) weeks~~ **five (5) calendar days** in advance of the transfer.

Prior to the implementation of temporary working assignments, a full list of classifications and job locations to which transferred employees may be assigned ~~shall be posted in the appropriate district office and county facility~~ and a copy of such shall be given to the District Steward.

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

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

~~If the work of a temporary working assignment position is completed, the employee may first volunteer or be assigned to a remaining temporary working assignment position on the original list until the employee is needed in his/her regular position.~~ Seniority shall be a factor in determining who first returns from a temporary working assignment to a particular project or particular county.

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

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

No employee temporarily transferred by this Section will be transferred in excess of one thousand two hundred fifty (1250) hours within a twelve (12) month period, unless mutually agreed to by the employee, district steward and the Agency Head or designee

Unit 7 employees on temporary working assignment**s** shall have the right to request in writing to be assigned project work which becomes available prior to the completion of the temporary working assignment. In any event, Highway Maintenance Workers will not be placed on temporary working construction assignments while Project Inspectors are on temporary

working Highway Maintenance Worker assignments, unless the affected Project Inspector waives the right to be assigned to the project.

Employees shall not be transferred under this Section to avoid the filling of permanent vacancies pursuant to Article 17 of the contract.

E. Step Three (3) Grievance Meetings

Step Three (3) grievance meetings will normally be held at the work site of the grievant. If the meeting is held at the district headquarters, the district steward will be permitted to participate in the meeting.

The parties have established monthly schedules for each district's Step Three (3) meetings. This schedule serves to extend the time limits for any grievance which arrives too late to be scheduled for one month, but which would otherwise be untimely in the following month.

F. Tool Allowance

Auto Mechanics, Automotive Technicians and Auto Body Repair Workers shall receive an annual tool allowance of $250.00 payable no~~t~~ later than the second pay period of April, ~~2003,~~ and each year of the contract thereafter.

G. Uniform Allowance

Auto Mechanics, Automotive Technicians, Auto Body Repair Workers, Machinists, and Welders who choose to wear uniforms shall be provided a uniform allowance of ~~$100.00~~ **$150.00** annually payable no later than the second pay period in April, ~~2003,~~ and each year of the contract thereafter.

H. 17.08 - Permanent Relocation

The contractual provisions of permanent relocation contained in Section 17.08 do not apply to ODOT transfers within a county. Prior to initiating a permanent relocation within a county, the LRO shall meet with the district steward to discuss the rationale for such relocation. If there is reason to believe that such transfers are made for other than operational needs, the employee may write a letter of complaint to his/her immediate Deputy Director. If the complaint is substantiated, the Deputy Director shall take appropriate~~d~~ corrective action. If the employee is not satisfied with the response of the immediate Deputy Director, he/she may appeal to the Labor Relations Administrator. The Labor Relations Administrator agrees to provide the Union, upon request, a meeting or written rationale for the permanent relocation. It is to be noted that the permanent relocation may be implemented prior to the above process.

I. Cross Training

In each district the Employer and the Union may agree to create cross-training programs to enable the work force to become more flexible, diverse, and to increase operational efficiency.

J. Office of Aviation

1. Flight Crew Duty Day

Flight Crew Duty Day is calculated from report time to one-half hour after shutdown. Report time is normally one hour prior to take-off. The time between 7:30 a.m. and the report time will not count toward the crew duty day or overtime. Flight Crew Duty Day will be calculated continuously from report time with no scheduled lunch period. On RON missions, Flight Crew Duty Day commences upon departure from the point of lodging.

2. Daily Work Hours

Flight crews will work a minimum of eight hours daily on flight and/or ground duties. Management has the authority to release flight crews from duty when missions are changed, cancelled or completed at the end of the employee's normal working hours. Minimum daily

guarantee of eight hours will apply if the duty day is less than eight hours, and when flights scheduled to report after 4:30 p.m. are cancelled. Non-flying working hours shall be adjusted as necessary to ensure office coverage on days when normal operations office personnel are unavailable, not to go beyond normal office hours. A late report time is authorized in order to complete the previous day's crew rest period as outlined in the flight operations manual. Any time worked on Saturday, Sunday, or a holiday will be compensated in accordance with the contract.

3. Professional Supplements

An employee in the Aircraft Pilot Classification prior to March 1, 2003 is eligible for a professional achievement pay supplement, equal to five percent (5%) of the employee's classification salary base rate, upon obtaining and maintaining any of the following ratings or certifications that are over and above those set forth by the Department of Administrative Services, Ohio Classification Specification for the position which the employee holds, provided such additional certification is used to enhance the operational efficiency of the Office of Aviation.

A. CFII (Certified Flight Instrument Instructor)
B. A.T.P. (Airline Transport Pilot)

An employee in the Aircraft Maintenance Technician classification prior to March 1, 2003 is eligible for a professional achievement pay supplement, equal to five percent (5%) of the employee's classification salary base rate, upon obtaining and maintaining an Inspection Authorization Certificate (IA) provided such additional certification is used to enhance the operational efficiency of the Office of Aviation.

The supplements shall be added to the employees base salary for all hours paid but shall not be used in the calculation of overtime rate of pay. If an employee loses a qualifying rating or certification he/she is no longer eligible for the supplement. Employees are required to notify Management of any changes in certification or rating status. In the event of a reclassification, employees receiving a professional supplement will continue to receive the supplement as long as eligibility requirements are maintained.

4. Aircraft Maintenance Technician Tools

The classification listed above shall receive an annual tool allowance of up to $350.00 for personal tools used for the performance of work on State aircraft. The allowance is payable semi-annually upon submission of receipts for tools purchased each contract year.

5. Operation of Aircraft by Chief Pilot

The Union recognizes that the Aviation Manager (Chief Pilot) of the Flight Operations Section of the Office of Aviation must operate aircraft in order to maintain FAR currency in the operation of aircraft, and conduct training and qualification flights. The Chief Pilot shall be permitted to operate aircraft when all available qualified flight crews have been assigned or declined a mission on any given day, or as permitted by the provisions of Article 1.05. The Employer agrees that the operation of aircraft by the Chief Pilot shall not result in the loss of an overtime opportunity for a flight crew member, except in the case of operational need or where the assignment of an overtime mission would violate the maximum crew duty day.

6. Drug and Alcohol Testing

Employees in the Office of Aviation responsible for the operation and/or maintenance of aircraft will be subject to random drug and alcohol testing. The procedures and protocols for testing shall be the same as defined in Appendix M, except that the percentage of employees tested shall be no more than thirty percent (30%) per cycle. If an employee's position control number is selected in both the Federal random and the State random pool in the same cycle, the

employee would only be required to submit to one (1) test to satisfy both selections. The Union would be permitted to view the cycle listing document upon request.

K. ~~Work Planning Labor/Management Committee~~ Movement of Highway Technicians

~~ODOT will undertake a pilot project in a district in which prior to contracting out any work that does not need to be contracted out by law, as part of the county work plan, the Agency will meet with the Union to discuss whether this work could be more cost effectively accomplished with ODOT forces. The results of this pilot will be shared with other districts.~~ **All employees in the Highway Technician 1, Highway Technician 2 and Highway Technician 3 classifications who are qualified for a posted Highway Technician 1 vacancy, regardless of their current level in the series, will be considered as lateral transfers with the most senior bidder awarded the position. If the Highway Technician 1 position is awarded to a Highway Technician 2 or Highway Technician 3, there will be no change in pay or classification to the successful bidder.**

Employees in the Highway Technician 4, Pay Range 10 classification who bid on positions posted in the Highway Technician 5, Pay Range 10 classification will be considered a promotion for bidding purposes only, in accordance with Article 17. If selected for the position, the personnel action will be processed as a lateral class change (probationary period, wages, etc.).

L. Safety On Construction Projects

After July 1, 2003 all ODOT employees not already in a safety sensitive pool (CDL) regularly assigned to a construction worksite to physically monitor, inspect, or oversee construction projects shall be subject to random drug and alcohol testing in a safety sensitive position pool pursuant to Appendix M. ~~The percentage of employees to be tested shall be no more than 20% the first year of the contract, and no more than 10% annually thereafter of the average total of the random testing pool.~~ The procedures and protocols for testing shall be the same as defined in Appendix M. ~~Training will be provided to all covered employees prior to implementation of this provision.~~

M. Probationary Period

Effective March 1, 2003, all ODOT new hires will serve an initial one (1) year probationary period.

New hires into the Highway Technician 1 classification, who progress through the Highway Technician series, will continue to serve the original specified length of probation, regardless of movement within the series.

N. Education Seminars And Training

Employees shall be notified as soon as reasonably possible in advance when they are required to attend training and/or seminars if such training and/or seminars require an overnight stay.

O. Stand-By

An employee will be on stand-by and entitled to stand-by pay if he/she is required by the Agency or supervisor in writing to be on stand-by.

If the reason for stand-by is eliminated, Management may cancel the stand-by with a telephone call direct to the employee verifying the cancellation and the time canceled.

P. Project Employees

Project employees shall have no bid rights under Article 17 to permanent positions posted at ODOT.

Q. Suspension/Disqualification of Operator's or CDL Licenses

All employees who are required to maintain an Operator's license or CDL pursuant to this contract, their position description, or classification specification are required to

promptly notify the Employer of any current or pending invalid status of their Operator or CDL license. This includes, but is not limited to, the suspension, revocation, forfeiture, or disqualification of their Operator's or CDL license.

These employees who are not legally permitted to drive at work for 30 calendar days or less will be required to use accrued vacation, personal, or compensatory leave, or will be placed on leave without pay upon exhaustion of vacation, personal, or compensatory leave. Employees will automatically receive a five day working (paper) suspension, and shall be required to enter into a two (2) year Last Chance Agreement for same or similar violations, without recourse to grieve.

These employees who are not legally permitted to drive at work for more than 30 calendar days up to 120 calendar days will be, at Management's discretion, placed on leave without pay or demoted to the first step of a classification for which they are qualified if such a position is deemed available. Employees will automatically receive a ten day working (paper) suspension, and shall be required to enter into a three (3) year Last Chance Agreement for same or similar violations, without recourse to grieve. If these employees regain their ability to legally drive at work in accordance with their original position description within the one hundred and twenty (120) day period, they will be returned to their original classification and step at an available location within their district.

All employees placed on extended leave without pay under this section will be responsible for both their share and the Employer's share of health insurance premiums should they choose to continue health insurance coverage during the absence.

These employees who are not legally permitted to drive at work for more than 120 calendar days will be permitted to resign, or will be terminated without recourse to grieve.

This section does not cover employees serving an initial probationary period. These employees serving an initial probationary period will be terminated for any suspension, revocation, or disqualification of their license.

S. Supercession

This agency supplemental agreement supercedes any conflicting contractual language.

OHIO VETERANS HOME

Scheduling

The parties agree to the continuation of the joint Labor/Management Committee to examine and discuss alternative scheduling of Licensed Practical Nurses and Hospital Aides.

Current scheduling practices (i.e., every other weekend off, restricted use of vacation on weekends, and scheduling of intermittent employees) will remain in effect unless operational need prohibits their continuation. In the event operational need requires the cancellation of every other weekend off, the other scheduling practices listed above will cease. New scheduling practices will be discussed with the union.

Uniform Allowance

A uniform allowance of $120.00 per year will be granted to full-time, permanent employees in the following classifications: LPN, Hospital Aide, Food Service Worker, Food Service Coordinator, Cook 1, Cook 2, Baker and Dietary Clerk. Payment will be made annually in September to all employees in the above classifications upon completion of any probationary period in such classification. Part-time employees will receive an allowance prorated on their scheduled hours.

Health and Safety

The parties agree to bring the issue of safety equipment to the first meeting of the Agency's Health and Safety Committee after the effective date of this Agreement. At that meeting, the parties will discuss and review the Occupational Safety and Health Administration (OSHA) and Public Employees Risk Reduction Program (PERRP) guidelines regarding personal protective equipment (PPE). The Committee shall develop and present recommendations to the Director or his/her designee.

Overtime

~~The parties agree that~~ Unit 4 and Unit 5 employees may be mandated for overtime only one (1) time per **seven (7) day** ~~pay~~ period. **Mandatory overtime shall be rotated among employees who normally perform the work and are listed on the seniority roster to perform the overtime.** Furthermore, the Employer agrees to maintain a back up roster for Unit 5 employees as specified in the Unit 4 Agreement.

Employees volunteering for overtime will not be mandated again within the next twenty-four (24) hours following the conclusion of their overtime shift.

Employees mandated will be allowed a reasonable amount of time to make arrangements to work the overtime (e.g., arrange child care, cancel appointment).

Mandated employees may arrange for another employee to work the mandated overtime in their place until the employee is able to assume the mandatory overtime. Working for a mandated employee for less than four (4) hours does not relieve an employee from future mandatory overtime.

Medical Appointments

Employees with medical appointments scheduled three (3) days in advance may be granted flextime to cover the missed time based on operational needs. Employees working such flexed hours may be assigned to work areas at management's discretion. Such hours will not be considered as a violation of pick-a-post (Section 13.02) or overtime (Section 13.07). Employees will be required to present documentation of absence. Flexed time will be permitted to be worked within the pay period.

Work Area Postings

Appendix N will be applied to agency work areas. The parties agree to change each posting period from ten (10) days to five (5) days. An additional posting will be conducted as follows:

1) All day shift (0700-1530) vacancies for the classification of Nurse Aide and LPN that result following the third stage of pick-a-post will be canvassed by seniority among those employees in the identified classification who are on 2nd (1500-2330) and 3rd (2300-0730) shift. Upon selection by a 2nd or 3rd shift employee, the shift, work area and schedule of the successful candidate will be posted as a vacancy.
2) All fulltime vacancies, regardless of shift, that result following the third stage of pick-a-post will be canvassed by seniority among all part-time permanent employees. Upon selection by a part-time permanent employee, the shift, work area and schedule of the successful part-time employee will be posted as a vacancy.

The following three classifications will be added to the Agency Specific Agreement for the Ohio Veterans' Home to be randomly drug and alcohol tested:

6 54541 Boiler Operator 1
6 54542 Boiler Operator 2
4 42741 Pharmacy Attendant

OHIO BUREAU OF WORKERS' COMPENSATION

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

The affected employee may bump any less senior employee in the same, similar or related class series within the same office, institution or county (see Appendix I) provided that the affected employee is qualified to perform the duties.

When an employee in a closed classification is displaced by a more senior employee holding a same, similar, or related classification (as defined by Appendix I, Bargaining Unit 9, Group 8), the closed class will automatically be reclassed as follows:

(33311) Closed. Employer Services Analyst will be reclassed to a (66432) Employer Service Specialist at pay range 31.

(33294) Closed. Workers' Compensation Claims Representative 4 will be reclassed to a (16722) Workers' Compensation Claims Service Specialist at pay range 30.

(33293) Closed. Workers' Compensation Claims Representative 3 will be reclassed to a (16721) Workers' Compensation Medical Claims Specialist at pay range 29.

(33292) Closed. Workers' Compensation Claims Representative 2 will be reclassed to a (64432) Customer Service Assistant 2 at pay range 28.

(33411) Closed. BWC Customer Service Representative will be reclassified to a (64451) BWC Customer Service Representative at pay range 28.

B. 13.07 - Overtime.

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

Insofar as practicable, overtime opportunity hours shall be equitably distributed on a rotating basis by seniority among those who normally perform the work as defined in the classification specification and/or position description. In the event the Employer has determined the need for overtime, and a sufficient number of employees is not secured through the above provisions, the Employer shall have the right to require the least senior employee who normally performs the work to perform said overtime.

The overtime policy shall not apply to overtime work which is specific to a particular employee, classification and/or position description, or specialized work assignment (e.g., work associated with lump-sum settlement teams), or when the incumbent is required to finish a work assignment, or to situations when the Bureau offers overtime opportunities to all available, qualified employees (e.g., copying or filing work).

In all other circumstances, the Bureau shall comply with the overtime policy and shall post overtime roster in accordance with Article 13 of the Contract. At those times rosters are necessary, the Bureau shall provide said rosters to the chief steward, within a reasonable time, if so requested. The rosters shall be updated every quarter in which any affected employee had overtime offered.

C. Career Ladder.

The Bureau of Workers' Compensation (hereinafter the "Bureau"), and OCSEA (hereinafter the "Union") agree to evaluate potential career ladders within the Bureau. The Personnel Department will conduct thorough job analyses to determine relevant experience, education and/or training required upon entry to each affected higher-level classification (i.e. the classification into which an employee would progress). Job analyses will also be conducted on the lower-level classifications (i.e. the classification from which an employee is progressing) to determine the extent to which the required qualifications of the affected higher-level classification are developed in the lower-level classification. The current Article 36.05 Committee shall be utilized to review the job analysis findings and make any necessary amendments to the minimum qualifications. The purpose of the

Committee will be to evaluate agreed upon Classifications ~~as listed below~~ within the Bureau and to establish Career Ladder opportunities for Bureau employees in OCSEA. ~~The Bureau and the Union hereby agree to submit the following Classifications for consideration within 90 days of Ratification of the Contract.~~

~~Workers' Compensation External Auditor - #66431~~
~~Workers' Compensation Underwriter - #66791~~
~~Employer Service Specialist - #66432~~

Both parties acknowledge that ~~above-mentioned~~ **career ladder** reviews will not affect current Pay Range assignments.

D. Workplace Mediation Program.

Notwithstanding any contractual, grievance or any other existing EEO, OCRC complaints, the BWC and Union recognize the benefits of participating in the Ohio's Workplace Mediation Program sponsored by the Ohio Commission on Dispute Resolution and Conflict Management. The BWC and Union agree to strongly encourage employees to proactively utilize the State of Ohio mediation program to resolve employee conflicts for as long as the program is in existence.

E. Grievance Hearings or Other Meetings

During the first year of the contract, Step 3s or other meetings will be conducted via teleconference, videoconference or polycom, unless mutually agreed to otherwise. After such time, the parties will review the process and determine if modifications are necessary.

DEPARTMENT OF YOUTH SERVICES

Absence Management Initiative

The parties agree to mutually address the issue of absenteeism. The parties are committed to reducing absenteeism for all staff through local labor-management discussions. The local labor-management discussions may include, but are not limited to, examining the causes of absenteeism, and mutually agreeing to a plan for reducing absenteeism.

Health and Safety Committee

The Statewide DYS Health and Safety Committee (Statewide committee) shall meet at least once a quarter. The parties may mutually agree to meet more or less frequently.

The following topics shall be addressed by the Statewide committee:

Inclement Weather Gear

The selection of appropriate inclement weather gear will be recommended by the Statewide committee:

1) The Statewide committee may consider current inventory, current vendor contracts, current line item budgeting, and the need for inclement weather gear will be based on the post or job duties of the JCO, and the physical structure, and location of the institution.

2) DYS agrees:

A) DYS agrees to continue providing a winter coat of sufficient warmth and quality.

B) Items to be discussed include but are not limited to, Carharts and raingear.

C) DYS agrees to allow the use of inclement weather gear that is purchased by the employee with the provision that restrictions may be imposed on the nature and color of the inclement weather gear.

Uniforms

The guidelines for the Statewide committee regarding uniforms are as follows:

1) The Statewide committee shall address the following:

A) The availability of uniforms in general

B) The availability of uniforms in other than average sizes

C) The delivery of uniforms

2) DYS and the Union agree to abide by the provisions in Article 33.

Management of Resistant Youth

The guidelines for the Statewide committee regarding Management of Resistant Youth are as follows:

1. In order to prevent injury to the youth or staff, prevent damage to property, and preserve Institutional security the Statewide committee shall review, evaluate, and describe each institutions best practices regarding responses to verbal and physical resistance.

2. The site and academy response-to-resistance trainers shall be members of the Statewide committee.

3. An annual report shall be issued summarizing the best practices, and distributed to each institution, and OCSEA.

~~**A.** Work area openings will be posted and filled pursuant to Appendix N of this Agreement; however, all DYS work area openings will be filled in accordance with State seniority.~~

~~Each agreement must include a process to open and close units within that facility.~~

~~Each agreement must address scheduling and specifically:~~

~~Combination/Relief Posts~~

~~Special Duty Shifts/Posts~~

~~Pick-A-Post agreements may, as determined by management, be re-negotiated at each Institution within 180 days of the signing the new CBA between the State of Ohio and OCSEA. Additionally, Pick-a-posts may be re-opened/negotiated when an Institution changes its mission or by mutual agreement between management and the union.~~

~~Management agrees not to request the re-negotiation of a Pick-A-Post agreement as a result of a change in mission more often than once every eighteen (18) months.~~

~~If impasse is declared and Management notifies the union, thirty (30) days later Management will implement the last proposal that was on the table. The Union has the right to grieve directly at Step 3 on the date of impasse. The grievance will be immediately moved to step 5 NTA. The NTA will be held within 14 days of impasse. The parties will each present their last best offer and the arbitrator shall select between them. The arbitrator will issue a bench decision.~~

~~**Inclement Weather Gear**~~

~~DYS agrees to continue providing a winter coat of sufficient warmth and quality. The selection of the winter coat as well as other appropriate inclement weather gear will be determined by the Statewide DYS Health and Safety Committee.~~

~~The guidelines for the Statewide Committee are as follows:~~

~~a) DYS agrees to provide the following inclement weather gear, including but not limited to cold weather gear, e.g., carharts, rain gear, rain shoes, sweaters, knit caps.~~

~~b) DYS and the Union agree that the need for inclement weather gear will be based on the post or job duties of the JCO, and the physical structure, and location of the institution.~~

~~c) DYS agrees to allow the use of inclement weather gear that is purchased by the employee with the provision that restrictions may be imposed on the nature and color of the inclement~~

~~weather gear. The personal inclement weather gear includes but is not limited to gloves, scarves, earmuffs, hooded sweatshirts and long underwear.~~

~~**Roll Call**~~

~~The parties agree that Roll Call will be contingent upon main table bargaining.~~

~~Uniforms~~

~~a) The statewide Health and Safety Committee will investigate the feasibility of using a voucher system with an outside vendor for the purpose of uniform procurement.~~

~~b) DYS and the Union agree to abide by the provisions in Article 33.~~

~~**V. Absence Management Initiative**~~

~~The parties agree to discuss at State Wide Labor Management Committee the feasibility of an absence management program to include the possibility of creating local absence management committees at each facility.~~

VI. Overtime

~~Voluntary Overtime~~

~~1) Voluntary Overtime Roster will be purged quarterly.~~

~~2) Exhaust Voluntary Overtime Roster based on least cumulative hours/most seniority.~~

~~3) Voluntary Overtime Roster – sign up every quarter.~~

~~4) Anyone added during the quarter assumes the high hours.~~

~~5) Mistakes in computation and offering of overtime will be made up through equalization within the quarter.~~

~~Mandation~~

~~Each facility shall negotiate local overtime agreements, but each agreement shall include the following parameters:~~

~~1) 7 Day rotation.~~

~~2) If you volunteer for 16 hours within a 7-day mandatory cycle it will count as an 8-hour mandate.~~

~~3) Mandate least senior person on duty who has not been previously mandated in that cycle unless:~~

~~a. Employee already worked 16 consecutive hours, or~~

~~b. employee has volunteered 16 hours, or~~

~~c. the employee is in a voluntary overtime status, or~~

~~d. the employee has worked 4 hours preceding the start of their own shift.~~

~~4) Mistakes in computation and offering of overtime will be made up through equalization within the quarter.~~

~~5) Once every employee on the roster has been mandated in reverse seniority order, the roster is repeated.~~

~~6) Any relief from mandation will be offered to the mandated employees in seniority order.~~

~~7) It is understood that this process is intended to reduce the possibility that the least senior employee will be mandated more than twice in any seven (7) day period.~~

Specific overtime agreements negotiated locally shall include the following parameters:

1. Management shall canvass voluntary overtime quarterly and purge the voluntary overtime roster quarterly.

2. Distribute voluntary overtime based upon a combination of cumulative hours of overtime charged and State seniority.

3. Any transferred employee or employee returning from a leave of absence (medical, paid or unpaid) of more than fourteen (14) days is charged the highest hours reflected on the current voluntary overtime roster.

4. Mandated overtime shall track on a seven (7) day rotation.

5. If an employee volunteers for eight (8) hours of voluntary overtime within a seven (7) day mandatory overtime rotation, the time will count as an eight (8) hour mandated shift.

6. Management shall mandate the least senior person on duty for overtime who has not been previously mandated in the cycle. Once the roster is exhausted, the process is repeated. The least senior employee on the days schedule, who has not been mandated in the last seven (7) days, shall be mandated unless:

A) The employee has already worked sixteen (16) consecutive hours.

B) The employee volunteered for eight (8) hours in the past seven (7) days per #5.

C) The employee is already on an overtime shift.

D) The employee worked at least four (4) hours preceding the start of his regular shift.

E) Unless a bona fide emergency exists, no employee will be mandated to work more than sixteen (16) continuous hours. A bona fide emergency shall be defined as a hostage situation, fire, riot, or an act of nature that would prevent the release of the mandated employee.

7. Overtime opportunity errors shall be rectified through equalization.

Recruitment and Retention Committee

1. The Recruitment and Retention Committee will be an independent joint labor-management committee consisting of a Union representative from each site.

2. The Recruitment and Retention Committee has the responsibility of fostering and assisting the development of retention and recruitment initiatives.

3. The Recruitment and Retention Committee shall exist as a pilot program until July 1, 2007. The pilot program may be extended upon mutual agreement of the parties.

4. Extension of the pilot program will depend on a cost-benefit analysis that will be the Recruitment and Retention Committee's initial duty to establish.

5. The parties agree to initially meet by July 1, 2006.

Roll Call

The roll call shall be fifteen (15) minutes in duration and the JCO shall be paid for thirty (30) minutes. JCOs are required to be at their roll call station (RCS) at least fifteen (15) minutes prior to the beginning of their shift starting time to be eligible to receive the RCP. JCOs not at their RCS as required shall be considered tardy for roll call and are subject to the lateness policy of their institution, including progressive discipline per Article 24 and DYS Policy 103.17.

Roll Call Pay shall be paid as a part of the employee's earnings for that pay period and shall not be converted to compensatory time. Roll Call Pay shall only be paid if the JCO stands for roll call. An employee on leave, paid or unpaid, is not eligible for Roll Call Pay, neither shall an employee be charged leave for the Roll Call Pay while on approved leave. A JCO in a temporary work level is not eligible for RCP.

Work Area Agreements

Work area openings will be posted and filled pursuant to Appendix N of this Agreement; however, all DYS work area openings will be filled in accordance with State seniority. Each agreement must include a process to open and close units within that facility.

Each agreement must address scheduling and specifically:

Combination/Relief Posts

Special Duty Shifts/Posts

Pick-a-Post agreements may, as determined by Management, be re-negotiated at each institution within 180 days of the signing of the new CBA between the State of Ohio and OCSEA. Additionally, Pick-a-Posts may be re-opened/negotiated when an institution changes its mission or by mutual agreement between Management and the Union.

Management agrees not to request the re-negotiation of a Pick-a-Post agreement as a result of a change in mission more often than once every twelve (12) months.

If impasse is declared and Management notifies the Union, thirty (30) days later Management will implement the last proposal that was on the table. The Union has the right to grieve directly at Step 3 on the date of impasse. The grievance will be immediately moved to Step 5 NTA. The NTA will be held within 14 days of impasse. The parties will each present their last best offer and the Arbitrator shall select between them. The Arbitrator will issue a bench decision.

Appendix R

APPENDIX R

VOLUNTARY COST SAVINGS PROGRAM

Voluntary Cost Savings Program Plans shall offer employees two (2) options.

A. Option #1 shall allow full-time employees the opportunity to reduce their bi-weekly schedule by no less than eight (8) hours and no more than forty (40) hours. Leave used under this plan will be considered leave without pay and as inactive pay status. Leave accruals will be adjusted accordingly. Employees participating in this plan shall maintain their full-time status for the purposes of health care premiums in accordance with Article 20.05. Further, employees shall not incur a break in State service and seniority. Seniority and State service credit will be based on eighty (80) hours per pay period. The maximum number of hours available to be reduced by any employee is five hundred twenty (520) in a fiscal year or a total of six (6) months, whichever comes first.

B. Option #2 shall allow full-time, part-time and established term employees the opportunity to take unpaid leaves of absence in blocks of time no less than two (2) weeks and up to a maximum of thirteen (13) weeks within a fiscal year. The Employer will continue to pay its share of health insurance premiums during utilization of this plan. Employees participating in this plan are responsible for their share of health insurance premiums for all insurance programs in which they are enrolled at the time of the leave. Leave used under this plan will be considered leave without pay and as inactive pay status. Employees will not incur a break in State service or seniority as long as the employee returns to employment on or before the indicated date.

C. All employees (except project employees) who have completed their initial probationary period shall be eligible to participate in this program.

D. Participation in this program is strictly voluntary.

E. Employees participating in this program shall not be eligible for unemployment benefits.

F. Once a Voluntary Cost Savings Program schedule is approved by the Employer, the employee must complete and sign a Voluntary Cost Savings Agreement. A Voluntary Cost Savings Agreement can be terminated by the Employer upon providing ten (10) working days' notice in writing to the employee. Such termination shall not be grievable. The employee may terminate his/her Voluntary Cost Savings Agreement upon ten (10) working days' notice in writing unless mutually agreed to otherwise.

G. The Employer has sole discretion to approve or deny an employee's Voluntary Cost Savings leave request. Denial of Voluntary Cost Savings leave request shall be non-grievable.

H. Before the implementation of the Voluntary Cost Savings Program the agency Labor-Management Committee shall meet to discuss questions and issues relating to the program. After implementation of the Agreement, the parties through a Labor-Management Committee will continue to monitor its application including disputes and/or related problems on an ongoing basis. The Employer may discontinue this program upon providing the Union with thirty (30) days' notice.

I. The Voluntary Cost Savings Program shall be considered a pilot program and will expire on the same date as this collective bargaining agreement.

Explanation: *This new provision allows an agency to implement a Voluntary Cost Savings Program (VCSP) on a pilot basis which provides employees an opportunity to reduce their schedule voluntarily and/or use leave without pay prior to exhausting their leave balances while reducing the employee salary costs for the agency. A VCSP provides employees two options: 1) a reduced schedule of no less than 8 hours and no more than 40 hours a pay period not to exceed 520 hours in a fiscal year or 6 months whichever comes first; or 2) an extended leave of no less than two consecutive weeks and up to a maximum of 13 weeks in a fiscal year.*

Instructions: *Prior to implementing a VCSP, agencies are required to discuss at their agency labor-management committee. After implementation, the application of the program will continue to be monitored via the labor-management committee. The Employer may discontinue the program at any time after providing the Union 30 days' notice. Any VCSP must contain all provisions as specified in the language. Agencies should notify OCB prior to discussion VCSP with the Union.*

Effective Date: *March 1, 2006*