

CONTRACT

Between



THE STATE OF OHIO
And



**Ohio Civil Service
Employees Association
Local 11
A.F.S.C.M.E.
AFL-CIO**

1989-1991

1999 1990 1991

JANUARY							MAY							SEPTEMBER						
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29	30	31					28	29	30	31				24	25	26	27	28	29	30

TABLE OF CONTENTS

PREAMBLE 1

ARTICLE 1 — RECOGNITION 1

 1.01 — Exclusive Representation 1

 1.02 — Inclusion/Exclusion of New Classifications 1

 1.03 — Bargaining Unit Work 2

ARTICLE 2 — NON-DISCRIMINATION 2

 2.01 — Non-Discrimination 2

 2.02 — Agreement Rights 3

 2.03 — Affirmative Action 3

ARTICLE 3 — UNION RIGHTS 3

 3.01 — Access 3

 3.02 — Stewards 3

 3.03 — Union Activities 4

 3.04 — Meeting Space 4

 3.05 — Bulletin Boards 5

 3.06 — Mail Service 5

 3.07 — Union Orientation 5

 3.08 — Information Provided to the Union 5

 3.09 — Printing of Agreement 5

 3.10 — Union Leave 5

 3.11 — Union Offices 6

ARTICLE 4 — CHECKOFF 6

 4.01 — Dues Deduction 6

 4.02 — Fair Share Fee 7

 4.03 — Maintenance of Membership 7

 4.04 — Indemnification 7

ARTICLE 5 — MANAGEMENT RIGHTS 7

ARTICLE 6 — PROBATIONARY EMPLOYEES 7

 6.01 — Probationary Periods 7

 6.02 — Conversion of Temporary, Intermittent, Interim or Seasonal Employees 8

ARTICLE 7 — OTHER THAN PERMANENT POSITIONS 8

 7.01 — Temporary Positions 8

 7.02 — Interim Positions 8

 7.03 — Intermittent Positions 9

 7.04 — Seasonal Employees 9

 7.05 — Salaries of Temporary, Intermittent, and Interim Positions 9

 7.06 — Seasonal, Intermittent, Interim, Temporary Overtime 9



ARTICLE 8 — LABOR-MANAGEMENT COMMITTEES	9
8.01 — Statewide Committee	9
8.02 — Agency Committees	9
8.03 — Committee Purpose and Agenda	10
8.04 — Time Off	10
ARTICLE 9 — EMPLOYEE ASSISTANCE PROGRAM	10
ARTICLE 10 — CHILD CARE	11
ARTICLE 11 — HEALTH AND SAFETY	12
11.01 — General Duty	12
11.02 — Personal Protective Clothing and Equipment	13
11.03 — Unsafe Conditions	13
11.04 — Communicable Diseases	14
11.05 — The Right-to-Know About Toxic Chemicals	14
11.06 — First Aid and C.P.R.	14
11.07 — Video Display Terminals	14
11.08 — Working Alone	15
11.09 — Asbestos	15
11.10 — Concern for Pregnancy Hazards	16
11.11 — Health and Safety Committees	16
11.12 — Physical Exams	17
11.13 — Duty to Report	17
11.14 — Vehicle Inspection	17
11.15 — Water and Restroom Facilities	17
11.16 — Personal Property	18
11.17 — Lounge Areas	18
11.18 — Emergency Phone Use	18
ARTICLE 12 — SPECIAL TASK FORCE ON STAFFING CONCERNS	18
ARTICLE 13 — WORK WEEK, SCHEDULES AND OVERTIME	19
13.01 — Standard Work Week	19
13.02 — Work Schedules	19
13.03 — Meal Periods	20
13.04 — Rest Periods	20
13.05 — Reassignments	21
13.06 — Report-In Locations	21
13.07 — Overtime	22
13.08 — Call-Back Pay	23
13.09 — Report Pay	23
13.10 — Payment for Overtime	23
13.11 — Wash-Up Time	24
13.12 — Stand-By Pay	24

13.13 — Flextime/Four Day Work Week	24
13.14 — Shift Rotation, Swing Shifts and Split Shifts	24
13.15 — Emergency Leave	25
13.16 — Time Clocks	25
13.17 — Temporary Working Level	25
ARTICLE 14 — 1000 HOUR ASSIGNMENT	26
14.01 — ODOT	26
14.02 — OBES	26
ARTICLE 16 — SENIORITY	28
16.01 — Definition	28
16.02 — Continuous Service	28
16.03 — Identical Hire Dates	29
ARTICLE 17 — PROMOTIONS AND TRANSFERS	29
17.01 — Promotion	29
17.02 — Promotional Probationary Period	29
17.03 — Vacancy	29
17.04 — Posting	30
17.05 — Applications	30
17.06 — Selection	31
17.07 — Civil Service Examinations	31
17.08 — Transfers	31
17.09 — Demotions	31
17.10 — Nepotism	31
ARTICLE 18 — LAYOFFS	32
18.01 — Layoffs	32
18.02 — Guidelines	32
18.03 — Bumping in the Same Office, Institution or County	32
18.04 — Bumping in the Agency Geographic Jurisdiction	32
18.05 — Limits	32
18.06 — Geographic Divisions	32
18.07 — Classification Groupings	32
18.08 — Recall	32
18.09 — Re-employment	33
ARTICLE 19 — WORKING OUT OF CLASS	33
ARTICLE 20 — CLASSIFICATION MODERNIZATION	34
20.01 — Labor-Management Committee	34
20.02 — Review Process	35
20.03 — Dispute Resolution	35
20.04 — Implementation of Classification Modernization Plan	35

ARTICLE 22 — PERFORMANCE EVALUATION	35
22.01 — Use	35
22.02 — Limits	36
22.03 — Appeals	36
ARTICLE 23 — PERSONNEL RECORDS	36
23.01 — Personnel Files	36
23.02 — Review of Personnel Files	36
23.03 — Employee Notification	37
ARTICLE 24 — DISCIPLINE	37
24.01 — Standard	37
24.02 — Progressive Discipline	37
24.03 — Supervisory Intimidation	38
24.04 — Pre-Discipline	38
24.05 — Imposition of Discipline	39
24.06 — Prior Disciplinary Actions	39
24.07 — Polygraph/Drug Tests	40
24.08 — Employee Assistance Program	40
ARTICLE 25 — GRIEVANCE PROCEDURE	40
25.01 — Process	40
25.02 — Grievance Steps	41
25.03 — Arbitration Procedures	43
25.04 — Arbitration Panel	44
25.05 — Time Limits	44
25.06 — Time Off, Meeting Space and Telephone Use	45
25.07 — Advance Grievance Step Filing	45
25.08 — Relevant Witnesses and Information	45
25.09 — Expedited Arbitration Procedure	45
25.10 — Miscellaneous	46
ARTICLE 26 — HOLIDAYS	46
26.01 — Observance	46
26.02 — Work on Holidays	47
26.03 — Eligibility for Holiday Pay	47
26.04 — Employee's Birthday	47
ARTICLE 27 — PERSONAL LEAVE	47
27.01 — Eligibility for Personal Leave	47
27.02 — Personal Leave Accrual	47
27.03 — Charge of Personal Leave	48
27.04 — Notification and Approval of Use of Personal Leave	48
27.05 — Prohibitions	48
27.06 — Conversion or Carry Forward of Personal Leave Credit at Year's End	48
27.07 — Conversion of Personal Leave Credit Upon Separation from Service	48

27.08 — Transfer of Personal Leave Credit	48
ARTICLE 28 — VACATION	49
28.01 — Rate of Accrual	49
28.02 — Maximum Accrual	49
28.03 — Procedure	49
28.04 — Payment Upon Separation	50
28.05 — Disposition of Work During Vacation	50
ARTICLE 29 — SICK LEAVE	51
29.01 — Definitions: Sick Leave for State Employees	51
29.02 — Sick Leave Accrual	51
29.03 — Notification	52
29.04 — Sick Leave Policy	52
29.05 — Carry-Over and Conversion	54
ARTICLE 30 — ADMINISTRATIVE LEAVE WITH PAY	55
30.01 — Jury Duty	55
30.02 — Military Leave	55
30.03 — Bereavement Leave	56
30.04 — Voting	56
30.05 — Witness Duty	56
30.06 — Professional Meetings	56
ARTICLE 31 — LEAVES OF ABSENCE	57
31.01 — Unpaid Leaves	57
31.02 — Application for Leave	58
31.03 — Authorization for Leave	58
31.04 — Failure to Return From Leave	58
ARTICLE 32 — TRAVEL	58
32.01 — Overnight Stays	58
32.02 — Personal Vehicle	58
32.03 — Travel Reimbursement	58
32.04 — In-State Travel	58
32.05 — Out-of-State Travel	58
32.06 — Payment	59
32.07 — Duty to Report	59
ARTICLE 33 — UNIFORMS AND TOOLS	59
33.01 — Uniforms	59
33.02 — Tools	60
ARTICLE 34 — SERVICE CONNECTED INJURY AND ILLNESS	60
34.01 — Health Insurance	60
34.02 — Coverage for Worker's Compen- sation Waiting Period	60
34.03 — Other Leave Usage to Supplement	

Worker's Compensation	60
34.04 — Occupational Injury Leave	60
34.05 — Hostage Leave	61
ARTICLE 35 — BENEFITS	
35.01 — Health Insurance	61
35.02 — Ancillary Benefits	63
35.03 — Disability Leave	63
35.04 — Life Insurance	64
35.05 — Optional Life Insurance	65
ARTICLE 36 — WAGES	
36.01 — Definitions of Rates of Pay	65
36.02 — Schedule of Wage Increases	65
36.03 — Step Movement	65
36.04 — Promotions	65
36.05 — Classifications and Pay Range Assignments	66
36.06 — Roll Call Pay	66
36.07 — Longevity Pay	66
36.08 — Shift Differential	66
ARTICLE 37 — TRAINING/CONTINUING EDUCATION	
37.01 — Training And Development	67
37.02 — Orientation Training	67
37.03 — In-Service Training	67
37.04 — Leave for Training/Continuing Education Programs	67
37.05 — Training Records	67
37.06 — Pre-Retirement Programs	67
37.07 — Union Input	68
37.08 — Accreditation, Licensure or Certification Requirements	68
37.09 — Tuition Reimbursement Programs	68
ARTICLE 38 — TECHNOLOGICAL CHANGE	68
ARTICLE 39 — SUB-CONTRACTING	69
ARTICLE 40 — INDEMNIFICATION	70
ARTICLE 41 — NO STRIKE/NO LOCKOUT	70
ARTICLE 42 — SAVINGS	70
ARTICLE 43 — DURATION	70
43.01 — Agreement	70
43.02 — Preservation of Benefits	71
43.03 — Work Rules	71
43.04 — Successor	71
43.05 — Duration of Agreement	72

43.06 — Renegotiations	72
APPENDIX A CLASSIFICATIONS-UNIT 3	80
APPENDIX B CLASSIFICATIONS-UNIT 4	80
APPENDIX C CLASSIFICATIONS-UNIT 5	81
APPENDIX D CLASSIFICATIONS-UNIT 6	81
APPENDIX E CLASSIFICATIONS-UNIT 7	84
APPENDIX F CLASSIFICATIONS-UNIT 9	87
APPENDIX G CLASSIFICATIONS-UNIT 13	89
APPENDIX H CLASSIFICATIONS-UNIT 14	91
APPENDIX I CLASSIFICATION GROUPINGS	94
APPENDIX J GEOGRAPHIC JURISDICTIONS	110
APPENDIX K OCCUPATIONAL INJURY LEAVE GUIDELINES	125
APPENDIX L PAY SCHEDULES	126
APPENDIX M STATE OF OHIO UNIFIED HEALTH CARE PLAN	129
UNIT AGREEMENTS	142

"PREAMBLE"

This Agreement, entered into by the State of Ohio, hereinafter referred to as the Employer, and the Ohio Civil Service Employees Association, Local 11, AFSCME, AFL-CIO, hereinafter referred to as the Union or the Exclusive Bargaining Agent, 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.

ARTICLE 1 - RECOGNITION

§1.01 - Exclusive Representation

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

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

The classifications included in these certifications are listed in Appendices A-H (bargaining units 3, 4, 5, 6, 7, 9, 13 and 14). Any classifications added to the units shall be added to the appendices as though originally included.

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

§1.02 - Inclusion/Exclusion of New Classifications

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

If a new classification contains a significant part of the work now done by any classifications in these bargaining units or shares a community of interest with classifications in one of the bargaining units, the Union may notify the Employer that it believes the classification should be in the bargaining unit within thirty (30) days

of its receipt of the Employer's notice. The parties will then meet within twenty-one (21) days of such notice to review the classification specifications, and if unable to agree as to its inclusion or exclusion, shall submit the question to the SERB for resolution.

§1.03 - Bargaining Unit Work

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

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

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

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

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

ARTICLE 2 - NON-DISCRIMINATION

§2.01 - Non-Discrimination

Neither the Employer nor the Union shall discriminate in a way inconsistent with the laws of the United States or the State of Ohio or Executive Order 83-64 of the State of Ohio on the basis of race, sex, creed, color, religion, age, national origin, political affiliation, handicap or sexual orientation. Nor shall either party discriminate on the basis of family relationship. The Employer shall prohibit sexual harassment and take action to eliminate sexual harassment in accordance with Executive Order 87-30, Section 4112 of the Ohio Revised Code, and

Section 703 of Title VII of the Civil Rights Act of 1964 (as amended).

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

§2.02 - Agreement Rights

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

§2.03 - Affirmative Action

The Employer and the Union agree to work jointly to implement positive and aggressive affirmative action programs in order to redress the effects of past discrimination, whether intentional or not, to eliminate current discrimination, if any, to prevent further discrimination, and to ensure equal opportunity in the application of this Agreement. The parties will maintain a statewide Affirmative Action Committee composed of an equal number of Union and Employer representatives and co-chaired by a Union representative and an Employer representative.

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

ARTICLE 3 - UNION RIGHTS

§3.01 - Access

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

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

§3.02 - Stewards

The Employer agrees to recognize a reasonable number of local stewards as designated by the Union. Stewards

and chapter officers as defined above shall be allowed a reasonable amount of time away from their regular duties to administer the Agreement at the facility where they work only within their own Agency unless the Agencies involved agree to representation across agency lines. In situations where there are only a few employees of one Agency working at the facility of another Agency, agreement to such representation shall not be unreasonably withheld. In situations where there are only a few employees of one Agency in a county, the Employer agrees that the right of stewards from one Agency to represent bargaining unit employees from other Agencies shall not be unreasonably denied. The Employer recognizes that to ensure adequate union representation, in occasional or unusual circumstances limited travel time for stewards may be necessary. The Union will notify the Agency of the stewards designated prior to the steward assuming any duties.

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 a complex of buildings in close physical proximity to one another). Agreement to such representation shall not be unreasonably denied.

§3.03 - Union Activities

Employees who are members of a Labor-Management Committee, Health and Safety Committee or other committees established in this Agreement shall, after giving reasonable notice to their supervisor, be permitted to attend such meetings. Unless mutually agreed otherwise, such meetings will be held during normal working hours. Time off shall include any time needed to travel to the committee meeting except that no overtime will be paid if the travel time extends beyond the normal work day.

Reasonable time shall be allowed during work hours of members of any committee established by this Agreement to caucus before the meeting. Such caucus time shall be mutually agreed to prior to the scheduled meeting.

Employee participation in grievance meetings shall be pursuant to Article 25.

§3.04 - Meeting Space

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

§3.05 - Bulletin Boards

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

§3.06 - Mail Service

The Union shall be permitted to use the State 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. Where security is of concern, the mail shall be opened in the presence of the addressee.

§3.07 - Union Orientation

Where the Employer has a structured employee orientation program, the Union shall be permitted to make a reasonable presentation regarding the Union. The Employer will notify the Union of newly hired employees at reasonable intervals, but no later than before a scheduled orientation session.

§3.08 - Information Provided to the Union

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

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

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

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

§3.09 - Printing of Agreement

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

§3.10 - Union Leave

A reasonable number of local union representatives at any one time shall be allowed time off without pay for union business such as state or area-wide union

committee meetings or state or international conventions, provided such representative shall give reasonable notice to his/her supervisor of such absence.

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

§3.11 - Union Offices

Where the Union currently has offices in any facilities or institutions, such practice will continue during the term of this Agreement. At any facility or institution in which there were previously separate offices for AFSCME and OCSEA, there shall be only one office 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, commencing the first pay period of work.

§4.02 - Fair Share Fee

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

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

§4.03 - Maintenance of Membership

All employees in the bargaining units who, on the effective date of this Agreement, are members of the Union and all employees who thereafter become members shall, as a condition of employment, remain members of the Union for the duration of this Agreement.

§4.04 - Indemnification

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

ARTICLE 5 - MANAGEMENT RIGHTS

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

ARTICLE 6 - PROBATIONARY EMPLOYEES

§6.01 - Probationary Periods

All newly hired and promoted employees shall serve a probationary period. The probationary period shall be either one hundred twenty (120) days or one hundred

eighty (180) days dependent upon the length that exists for the classification at the effective date of this Agreement. However, the Disability Claims Adjudicator I shall have a probationary period of nine (9) months.

The Employer will not modify the duration of a probationary period of a classification(s) without mutual consent except for Unit 3 and 6 employees in DYS and Rehabilitation and Corrections newly hired at new facilities which are not yet fully operational. In such a case, these employees may have their initial probationary period extended for 120 days or 180 days (in accordance with the probationary period for the classification) beyond the time the facility becomes fully operational. For the purposes of this Article, fully operational shall mean at the time when the first inmate or juvenile offender arrives.

§6.02 - Conversion of Temporary, Intermittent, Interim or Seasonal Employees

A temporary, intermittent, interim or seasonal employee who becomes a permanent employee in a position involving substantially the same work he/she performed as a temporary, intermittent or seasonal employee will be credited with one-half (1/2) the length of the probationary period for that classification.

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

Seasonal, intermittent, temporary, or interim employees who become permanent after July 1, 1989 will begin to earn seniority when they become permanent employees.

ARTICLE 7 -

OTHER THAN PERMANENT POSITIONS

§7.01 - Temporary Positions

Temporary positions are those positions in which work is of a temporary nature and a specified duration, not to exceed thirty (30) days. The Employer agrees not to use temporary positions to avoid filling permanent full time positions.

§7.02 - Interim Positions

Interim positions are those positions in which the work is of a temporary nature and the duration is fixed by the length of absence of an employee on an approved leave of absence. The duration of interim positions shall

not exceed thirty (30) days plus the length of the leave of absence.

§7.03 - Intermittent Positions

Intermittent positions are those positions in which work is of an irregular and unpredictable nature and which do not exceed seven hundred twenty (720) hours per employee per twelve (12) month period, except for the Ohio Bureau of Employment Services, the Department of Taxation, the Department of Commerce and the Department of Administrative Services Data Processing Division which may utilize intermittent positions for a period not to exceed one thousand (1000) hours per employee per twelve (12) month period. The Employer agrees not to use intermittent positions to avoid filling permanent full-time positions. The allocation and use of intermittent positions shall be an appropriate subject for the Labor-Management Committee.

§7.04 - Seasonal Employees

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

§7.05 - Salaries of Temporary, Intermittent and Interim Positions

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

§7.06 - Seasonal, Intermittent, Interim, Temporary Overtime

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

ARTICLE 8 -

LABOR-MANAGEMENT COMMITTEES

§8.01 - Statewide Committee

The parties agree to establish a statewide committee consisting of at least eight (8) Union and Employer representatives. The statewide committee will meet as needed by mutual agreement. The Employer shall not unreasonably deny the meeting of this committee.

§8.02 - 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.

§8.03 - 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.

§8.04 - Time Off

Unless mutually agreed otherwise, such meetings shall be held during normal work hours.

ARTICLE 9 - EMPLOYEE ASSISTANCE PROGRAM

A. The Employer and the Union recognize the value of counseling and assistance programs to those employees

who have personal problems which interfere with their job duties and responsibilities. The Union and the Employer, therefore, agree to continue the existing E.A.P. and to work jointly to promote the program.

B. 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 E.A.P. 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 E.A.P. shall also be an appropriate topic for Labor-Management Committees.

C. The Employer agrees to provide orientation and training about the E.A.P. to union stewards. All new stewards shall receive E.A.P. training within a reasonable time of their designation. Such training shall deal with the central office operation and community referral procedures. Such training will be held during regular working hours. Whenever possible, training will be held for stewards working second and third shifts during their working time. If the Employer initiates programmatic changes which would impact upon the E.A.P. programs, all stewards shall receive training on the new program within a reasonable time.

D. Employee participation

1. Records regarding treatment and participation in the E.A.P. 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.

2. 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.

3. The Employer or its representative shall not direct an employee to participate in the E.A.P. Such participation shall be strictly voluntary.

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

ARTICLE 10 - CHILD CARE

A. Effective January 1, 1990, full-time employees who meet all of the following criteria shall be eligible for a lump sum payment payable between March 1 and May 15, of each year of this Agreement.

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

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

3. Part-time employees shall be eligible for this program on a prorated basis for each calendar year in which they have completed one thousand forty (1,040) hours of work.

4. Employees shall only be eligible for this program if they had an adjusted gross family income of less than \$25,000 for the previous calendar year; and

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

6. Employment-related child care expenses must have been for those children who were ten (10) years of age or less at the time the expenses were incurred.

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

C. Maximum reimbursement shall be as follows:

(1) \$250.00 for one eligible child

(2) \$400.00 for two eligible children

(3) \$ 50.00 for each eligible child thereafter to a maximum family allotment of \$500.00.

Reimbursements shall be prorated by family income, as follows:

Adjusted Gross Income	Percentage of Allotment
less than \$15,000	100% of maximum
\$15,000 to \$20,000	75% of maximum
\$20,000 to \$25,000	50% of maximum

D. Dependent Care Spending Account Program

The Employer intends to establish a dependent care spending account program allowing employees to deposit pre-tax income into a dependent care spending account.

Within 180 days of the effective date of this Agreement, the Employer will conduct a study of the feasibility of instituting a dependent care spending account program. The program will be implemented in accordance with all applicable State and Federal statutes, rules, and regulations.

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. The Employer and employees shall comply

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

§11.02 - Personal Protective Clothing and Equipment

Personal protective clothing and equipment required by the Agency to preserve the health and safety of employees shall be furnished and maintained by the Agency without cost to employees. The Agency may initially purchase other clothing items without assuming any further responsibility to maintain those same items.

§11.03 - Unsafe Conditions

All employees shall report promptly unsafe conditions related to physical plant, tools and equipment to their supervisor. If the supervisor does not abate the problem, the matter should then be reported to the Agency's safety designee. In such event, the employee shall not be disciplined for reporting these matters to these persons. The Agency 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.

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 safety designee shall be notified and the employee shall not be required to operate the equipment until the Agency 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 safety designee for evaluation. An employee confronted with an alleged unsafe situation must assure the health and safety of a person entrusted to his/her care or for whom he/she is responsible and the general public by performing his/her duties according to Agency policies and procedures before refusing to perform an alleged unsafe or dangerous act or practice pursuant to this Section.

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

§11.04 - Communicable Diseases

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

The Employer recognizes that some employees who work with individuals infected with hepatitis B virus may be at increased risk of acquiring hepatitis B infection. Those employees in an identified "at risk" category, as established by the Center for Disease Control standards, shall have the right to be vaccinated. Such vaccinations will be made available, at no cost to the employee, for those "at risk" employees who desire it. The Agencies shall identify, with the aid of the Agency Health and Safety Committee(s), those positions which are at risk and shall develop written policies and procedures for administering the vaccination program.

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

§11.05 - The Right-to-Know About Toxic Chemicals

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

§11.06 - First Aid and C.P.R.

Adequate first aid equipment, supplies and training shall be provided by the Agency on an ongoing basis. Where not required by actual job responsibility, employees may volunteer for first aid training. All agencies shall also provide C.P.R. training on a regular basis.

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

§11.07 - Video Display Terminals

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

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

work is in addition to rest periods provided by Article 13.04.

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

§11.08 - Working Alone

Agencies will develop practices and procedures to minimize as much as possible any situations where employees work alone in potentially hazardous areas and, in those cases where employees are required to work alone, Agencies will develop practices and procedures to minimize as much as possible any potential risk to the affected employees. Development of such practices and procedures is an appropriate topic for discussion at Health and Safety Committee meetings. A periodic check on the safety of employees who work alone in potentially hazardous areas will be made or a means of communication to the worksite base location will be provided to employees who work alone in potentially hazardous areas.

§11.09 - Asbestos

All state-owned buildings where employees work shall be inspected for asbestos as expeditiously as possible but within the duration of this Agreement unless the building has a record of comprehensive inspection within the past two (2) years. The respective Health and Safety Committees shall be notified of the results of the inspections.

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

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

Any employee engaged in maintenance, plumbing, electrical work, renovation or repair who may disturb or damage, or work with asbestos-containing materials, will be trained as to the proper procedures to follow.

No employee shall be required to work around friable asbestos without proper training and equipment.

§11.10 - Concern for Pregnancy Hazards

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

§11.11 - Health and Safety Committees

The Agencies and the Union shall establish Labor-Management Health and Safety Committees. Each agency shall have a Health and Safety Committee.

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

Such committees shall be established within thirty (30) days after the effective date of this Agreement. Each committee shall be composed of at least 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 Hospitals (JCAH) or the Accreditation Council for Services for MR/DD (AC MRDD) and/or the Medicaid/Medicare reimbursement programs shall have one (1) Health and Safety Committee. The committees shall be chaired by the Agency designee. In addition to the Health and Safety Committee membership required by the JCAH 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 less frequently than once a quarter;
- B. Arrange periodic inspections to detect, evaluate and offer recommendations for control of potential health and safety hazards including working alone situations;
- C. Appoint members of the Union to accompany inspections;
- D. Receive copies of all accident and illness reports, lists of toxic materials and exposure records; when incident reports involve clients, patients and/or inmates, for purposes of confidentiality, a separate accident report

will be prepared omitting the name(s) of the client(s), patient(s) or inmate(s);

- E. Promote health and safety education; and
- F. Maintain and review minutes of all committee meetings.

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

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

§11.12 - Physical Exams

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

The Employer agrees to provide to each employee and his/her personal physician a complete and accurate written report of any such medical examination related to occupational exposure. Additionally, written results of any industrial hygiene measurements or investigations related to an employee's occupational exposure shall also be provided upon request of the employee or the Union.

§11.13 - 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.

§11.14 - Vehicle Inspection

All state vehicles which are operated by employees shall be inspected annually by the Agency. The State shall develop a program within one hundred twenty (120) days of the effective date of this Agreement to certify qualified inspectors who shall make a comprehensive inspection. Any deficiencies revealed by such inspection shall be promptly corrected by the Agency.

§11.15 - Water and Restroom Facilities

Safe, chilled drinking water will be provided to all employees. Employees shall have access to restroom facilities in close proximity to their place of employment except for road or field crews. Road or field crews working at a fixed location such as a construction site shall have access to a port-a-john. Whenever restroom facilities are not available, the Employer will make a good faith effort to provide transportation for employees to travel to a restroom upon request. In institutions,

employees' restrooms shall be separate from those used by residents or inmates whenever practical.

§11.16 - Personal Property

Employees shall receive reasonable reimbursement for the cost of any personal property worn by the employee destroyed or damaged in the line of duty.

§11.17 - Lounge Areas

Existing lounges shall be maintained by the Employer.

§11.18 - Emergency Phone Use

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

ARTICLE 12 - SPECIAL TASK FORCE ON STAFFING CONCERNS

A. 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.

B. To accomplish this, the Union and the State agree to establish a Staffing Study Committee no later than August 1, 1989, to study the following:

1. For institutional agencies: such indicators as numbers of shifts which are at or under minimum staffing levels; numbers of staff and patient/client/inmate/ youth injuries; level of mandatory overtime; disability/OIL/ worker's compensation leaves; denial of vacation leave for reasons of operational need; and staffing-related deficiencies cited in surveys by such external agencies as the Health Care Finance Authority (Medicaid and Medicare), the Joint Commission on the Accreditation of Hospitals, and the American Corrections Association;

2. For non-institutional agencies: such indicators as backlogs in claims processing, case investigations, project inspections, and similar quantifiable tasks; denials of vacation leave for reasons of operational need; levels of mandatory overtime; and disability/worker's compensation leaves;

3. Such other factors as may be mutually agreed to.

C. Based on these studies, the Staffing Study Committee will develop recommendations no later than December 31, 1990. The Union and the State will jointly seek sufficient funds to implement any committee recommendations that involve increased staffing levels.

D. The Staffing Study Committee will have an equal number of Union and State representatives, including state representatives from the Governor's Office, Office of Budget and Management, Office of Collective

Bargaining, the Division of Personnel of the Department of Administrative Services, as well as from institutional and non-institutional agencies. The committee will meet at least quarterly.

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 employee with at least seventeen (17) weekends off per year in the Department of Mental Health, the Department of Mental Retardation and Developmental Disabilities and the Ohio Veterans' Home. The parties may mutually agree to other scheduling arrangements than those specified in this Section.

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

The Employer and the Union may discuss alternate work schedule arrangements as reflected in Section 13.14.

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

§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.

For purposes of this Agreement, "work schedules" are defined as an employee's assigned work shift (i.e., hours of the day) and days of the week and work area. Work areas, for the Departments of Mental Health, Mental Retardation, Rehabilitation and Corrections, Youth Services and the Ohio Veteran's Home and Ohio Veterans Children's Home, are governed by the August 31, 1987 Memorandum of Understanding between the Employer and the Union and Arbitrator Goldstein's award dated February 3, 1988.

Within sixty (60) days after signing this Agreement

all Unit 3 employees within the Department of Youth Services will be canvassed for post/job assignments within each institution under the existing pick-a-post agreements. Classification seniority shall be the basis of selection with the most senior person making first pick and continuing to the least senior until all assignments are completed.

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

Work schedules for employees who work in seven (7) day operations shall be posted at least fourteen (14) calendar days in advance of the effective date. The work schedule shall be for a period of at least twenty-eight (28) days and shall not be changed within that period, except in accordance with reassignment as provided for in Section 13.05.

The parties recognize that there are certain jobs which require non-standard work schedules. Such work schedules shall be for operational needs. The Employer shall notify the Union prior to the creation of any new non-standard work schedules. The Union may request a meeting with the Employer to discuss the impact of such schedules. Non-standard work schedule assignments shall not be arbitrary or capricious.

§13.03 - Meal Periods

Employees (including but not limited to Correctional Officers, Youth Leaders, PUCO Investigators and Load Limit Inspectors) who currently work eight (8) hours straight without a meal period shall continue to do so. No other employee shall be required to take less than thirty (30) minutes or more than one (1) hour for a meal period. Meal periods will usually be scheduled near the midpoint of a shift.

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

§13.04 - Rest Periods

Those agencies that presently have rest periods shall

maintain the current practices in effect as of the effective date of this Agreement.

§13.05 - Reassignments

A. Temporary reassignments, within institutions, may be required:

1. To meet abnormal work loads;
2. In the temporary absence of an employee where delay of the performance of duties would be unreasonable;
3. Pending recruitment.

Temporary reassignments under this Section shall in no case exceed eighteen (18) work days (unless mutually agreed to by the Union and the Agency). Reassignment shall be on a seniority basis within the work area within the classification needed to provide the temporary coverage. Should more than one employee desire the available temporary reassignment, such reassignment shall be awarded on the basis of seniority, with the most senior employee being given first choice. Should no employee desire the reassignment, the least senior employee shall be reassigned first.

B. An emergency reassignment may be required. An emergency is defined as an infrequent, unexpected, rare occurrence; not an everyday event. In no event shall an emergency reassignment of any employee exceed eight (8) work days. Emergency reassignments shall be on a seniority basis within the classification needed within the work area most able to provide the emergency coverage. Should no employee desire the reassignment, the least senior qualified employee shall be reassigned first.

C. If a specific certificate, license, training and/or immunization is required for the reassignment, the Employer shall canvass those employees within the classification who meet these criteria in the order specified above.

D. When the Employer has advance knowledge of planned absences that will result in the reassignment of employees, then it will notify the affected employees of the reassignment as soon as possible.

E. The creation of additional float or relief positions is an appropriate topic for Labor-Management Committee meetings.

§13.06 - Report-In Locations

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

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

Employees who work from their homes, shall have their homes as a report-in location. The report-in location(s) for ODOT field employees shall be the particular project to which they are assigned or 20 miles, whichever is less. In the winter season when an employee is on 1,000 hours assignment, the report-in location will be the county garage in the county in which the employee resides.

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

§13.07 - Overtime

Employees shall be canvassed quarterly as to whether they would like to be offered overtime opportunities. Employees who wish to be called back for overtime outside of their regular hours shall have a residence telephone and shall provide their phone number to their supervisor.

Insofar as practicable, overtime shall be equitably distributed on a rotating basis by seniority among those who normally perform the work. Specific arrangements for implementation of these overtime provisions shall be worked out at the Agency level. The Agency Labor-Management Committees shall meet within ninety (90) days of the effective date of this Agreement to discuss such arrangements. Absent mutual agreement to the contrary, overtime rosters will be purged at least every twelve (12) months. Such arrangements shall recognize that in the event the Employer has determined the need for overtime, and if a sufficient number of employees is not secured through the above provisions, the Employer shall have the right to require the least senior employee(s) who normally performs the work to perform said overtime. The overtime policy shall not apply to overtime work which is specific to a particular employee's claim load or specialized work assignment or when the incumbent is required to finish a work assignment.

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

Employees who accept overtime following their regular shift shall be granted a ten (10) minute rest period between the shift and the overtime or as soon as operationally possible. In addition, the Employer will make every reasonable effort to furnish a meal to those

employees who work four (4) or more hours of mandatory or emergency overtime and cannot be released from their jobs to obtain a meal.

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

An employee who is transferred or promoted to an area with a different overtime roster shall be credited with his/her aggregate overtime hours.

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

Emergency Overtime.

In the event of an emergency as defined in Section 13:15 notwithstanding the terms of this Article, the Agency Head or designee may assign someone to temporarily meet the emergency requirements, regardless of the overtime distribution.

§13.08 - Call-Back Pay

Employees who are called to report to work and do report outside their regularly-scheduled shift will be paid a minimum of four (4) hours at the straight time regular rate of pay or actual hours worked at the overtime rate, whichever is greater. Call-back pay at straight time is excluded from the overtime calculation.

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

§13.09 - Report Pay

Employees who report to work as scheduled and are then informed that they are not needed will receive their full day's pay at regular rate.

§13.10 - Payment for Overtime

All employees except those in current Schedule C shall be compensated for overtime work as follows:

1. Hours in an active pay status more than forty (40) hours in any calendar week shall be compensated at the rate of one and one-half (1 1/2) times the regular rate of pay for each hour of such time over forty (40) hours;

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

Compensatory Time

The employee may elect to accrue compensatory time

off in lieu of cash overtime payment for hours in an active pay status more than forty (40) hours in any calendar week. Compensatory time off will be earned on a time and one-half (1 1/2) basis. The maximum accrual of compensatory time shall be two hundred forty (240) hours. When the maximum hours of compensatory time accrual is rendered, payment for overtime work shall be made. Compensatory time must be used within two hundred seventy (270) days from when it was earned. Compensatory time not used within two hundred seventy (270) days shall be paid to the employee at the employee's current regular rate of pay. Any employee who has accrued compensatory time off and requests use of this compensatory time shall be permitted to use such time off within a reasonable period after making the request or, if such use is denied, the compensatory time requested shall be paid to the employee at his/her option.

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

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

§13.11 - Wash-Up Time

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

§13.12 - Stand-By Pay

An employee is entitled to stand-by pay if he/she is required by the Agency to be on stand-by, that is, to be available for possible call to work. An employee entitled to stand-by pay shall receive twenty-five percent (25%) of his/her base rate of pay for each hour he/she is in stand-by status. Stand-by time will be excluded from overtime calculation.

§13.13 - Flextime/Four Day Work Week

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

1. Variable starting and ending times;
2. Compressed work week, such as four 10-hour days;
3. Other flexible hour concepts.

§13.14 - Shift Rotation, Swing Shifts and Split Shifts

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

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

Work schedules for youth leaders in the Department of Youth Services and for direct care staff in the Ohio Veterans' Childrens Home shall be discussed in institutional Labor-Management meetings. Within ninety (90) days of the effective date of this Agreement two (2) or more schedules which the superintendent determines to be appropriate shall be submitted to the youth leader/direct care staff for a vote. The work schedule receiving the most votes shall be instituted.

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

§13.15 - Emergency Leave

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

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

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

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

§13.16 - Time Clocks

Beginning ninety (90) days after the effective date of this Agreement, the Employer shall not add time clocks.

§13.17 - Temporary Working Level

The Employer may temporarily assign an employee to replace an absent employee or to fill a vacant position during the posting and selection process. If the temporary assignment is to a classification with a higher pay range and is in excess of four (4) working days the affected employee shall receive a pay adjustment which increases his/her step rate of pay to the (a) classification salary base of the higher level position or (b) a rate of pay at least five (5) percent above his/her current step rate of compensation.

ARTICLE 14 - 1000 HOUR ASSIGNMENT

§14.01 - ODOT

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. Such transfers shall first be done through the solicitation of volunteers in classification series seniority order among available employees. When the workload situation is such that the voluntary list is not adequate, temporary transfers shall be made among available employees on the basis of inverse classification series seniority. For the purpose of this Article for construction personnel, "available" means those employees whose construction assignment has been terminated for the construction season.

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

An employee temporarily transferred by this Section shall be notified in writing at least two (2) weeks in advance of the transfer. Job assignments to employees on temporary transfers pursuant to this Article shall be offered on the basis of classification series seniority giving first choice of selection among available assignments to the most senior employee within the work area on temporary transfer.

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

No employee temporarily transferred by this Section will be transferred in excess of one thousand (1000) hours within a twelve (12) month period, unless mutually agreed to by the employee and the Agency Head or designee. An employee shall not be transferred from one project to another to circumvent the provisions of this Article. The implementation of this Article is an appropriate subject for discussion at Labor-Management Committee meetings.

§14.02 - OBES

When fluctuations in workload or fluctuations in funding necessitate the reassignment of Employment

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

The individuals with the most state seniority in the classification and office from which the reassignment is to be made shall be given the first opportunity to refuse reassignment or choose from among the available reassignments. If there are insufficient volunteers to accomplish the reassignment, the least senior affected employee(s) shall first be reassigned. When seeking volunteers for a reassignment, the Bureau shall notify the employees of how long the reassignment is estimated to last, and where the reassignment is actually located. It is understood that this procedure is to be used for all 1000 hour reassignments in OBES whether they are inter-office or intra-office.

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

An employee shall be adequately trained on the job to which he/she is reassigned.

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

ARTICLE 16 - SENIORITY

§16.01 - Definition

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

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

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

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

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

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

Part-time and Fixed Term Seasonal Employees

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

§16.02 - Continuous Service

Continuous service shall be interrupted only by the following:

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

Continuous service is not interrupted in the following examples:

1. An employee on disability leave for less than three years has not experienced a break in service and shall continue to earn seniority and service credits while on leave.
2. An employee who is on disability separation and is properly reinstated within three (3) years from date of the separation has not experienced a break in service and shall continue to earn seniority while on separation.
3. An employee on Worker's Compensation has not experienced a break in service and shall continue to earn seniority and service credits while on Worker's Compensation.

4. An employee who is laid off and recalled within eighteen (18) months has not experienced a break in service and shall continue to earn seniority and service credits while on layoff.

5. An employee who is laid off and is re-employed, i.e. not recalled by any State Agency, but is hired by any State Agency, within eighteen (18) months has not experienced a break in service. This employee would continue to earn seniority and service credits while on layoff.

§16.03 - Identical Hire Dates

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

ARTICLE 17 - PROMOTIONS AND TRANSFERS

§17.01 - Promotion

Promotion is the movement of an employee to a posted vacancy in a classification with a higher pay range.

§17.02 - Promotional Probationary Period

Employees who are promoted shall serve a probationary period of one hundred twenty (120) days for classifications paid at grades one (01) to seven (07) and grades twenty-three (23) to twenty-eight (28) or one hundred eighty (180) days for classifications paid at grades eight (08) to twelve (12) and grades twenty-nine (29) to thirty-six (36). However, the Disability Claims Adjudicator 1 shall have a probationary period of nine (9) months. During a promotional probationary period, the Employer maintains the right to place the employee back in the classification that the employee held previous to the promotion if the employee fails to perform the job requirements of the new position to the Employer's satisfaction.

§17.03 - Vacancy

A 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.

§17.04 - Posting

All vacancies within the bargaining units that the Agency intends to fill shall be posted in a conspicuous manner throughout the region, district or state as defined in Appendix J. Vacancy notices will list the deadline for application, pay range, class title and shift where applicable, the knowledge, abilities, skills, and duties as specified by the position description. Vacancy notices shall be posted for at least ten (10) days. Posted vacancies shall not be withdrawn to circumvent the Agreement.

The Employer will cooperate with the Union to make job vacancies known beyond the required areas of posting.

§17.05 - Applications

Employees may file timely applications for promotions. Upon receipt of all bids the Agency shall divide them as follows:

A. All employees within the office (or offices if there is more than one office in the county), "institution" or county where the vacancy is located, who presently hold a position in the same, similar or related class series (see Appendix I), and who possess and are proficient in the minimum qualifications contained in the class specification and the position description.

B. 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 class specification and the position description.

C. 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 class specification and the position description.

D. 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 class specification and the position description.

E. All other employees of the Agency.

F. All other employees of the State.

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

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

§17.06 - Selection

A. The Agency shall first review the bids of the applicants from within the office (or offices if there is more than one office in the county), county or "institution." The job shall be awarded to the qualified employee with the most state seniority unless the Agency can show that a junior employee is demonstrably superior to the senior employee. Affirmative Action shall be a valid criteria for determining demonstrably superior. Interviews may be scheduled at the discretion of the Agency. Such interviews may cease when an applicant is selected for the position.

B. If no selection is made in accordance with the above, then the same process shall be followed for those employees identified under 17.05 (B).

C. If no selection is made in accordance with the above, then the Agency will first consider those employees filling bids under 17.05 (C) and 17.05 (D). Employees bidding under 17.05 (D) shall have grievance rights through Step 4 to grieve non-selection. Employees bidding under 17.05 (E) or (F) shall have no grievance rights to grieve non-selection.

§17.07 - Civil Service Examinations

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

In addition to Civil Service Exams, certain classification specifications may require the use of proficiency testing in determining qualifications.

§17.08 - Transfers

If a vacancy is not filled as a promotion pursuant to 17.05 and 17.06, the submitted bids for a lateral transfer may be considered. A lateral transfer is defined as a movement to a position in the same pay range as the posted vacancy. Consideration of lateral transfers shall be pursuant to the criteria set forth above. The Agency shall consider requests for lateral transfers before considering external applications. Denial of such transfer requests shall not be grievable.

§17.09 - Demotions

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

§17.10 - Nepotism

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

ARTICLE 18 - LAYOFFS

§18.01 - Layoffs

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

§18.02 - Guidelines

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

§18.03 - Bumping in the Same Office, Institution or County

The affected employee may bump any less senior employee in an equal or lower position in the same, similar or related class series within the same office, institution or county (see Appendix I) provided that the affected employee is qualified to perform the duties.

§18.04 - Bumping in the Agency Geographic Jurisdiction

If the affected employee is unable to bump within the office, institution or county, then the affected employee shall have the option to bump a less senior employee in accordance with Section 18.03 within the appropriate geographic jurisdiction of their Agency (see Appendix J).

§18.05 - Limits

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

§18.06 - Geographic Divisions

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

§18.07 - 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.

§18.08 - Recall

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

The laid-off employee with the most state seniority from the same, similar or related classification series shall be recalled first (see Appendix I). Employees shall be recalled to a position for which they meet the minimum

qualifications as stated in the Classification Specification. Any employee recalled under this Article shall not serve a new probationary period, except for any employee laid off who was serving an original or promotional probationary period which shall be completed. Employees shall have recall rights for a period of eighteen (18) months.

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

§18.09 - Re-employment

Re-employment rights in other agencies shall be pursuant to Administrative Rule 123:1-41-17. Such rights shall be for eighteen (18) months.

ARTICLE 19 - WORKING OUT OF CLASS

A. 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.

B. If an employee or the Union believes that he/she has been assigned duties not within his/her current classification, the employee or the Union may file a grievance with the Agency Director (or designee). The Director (or designee) shall investigate and issue a decision within fifteen (15) calendar days. If the Director (or designee) determines that the grievant is performing duties not contained within his/her classification, the Director shall direct the Agency to immediately discontinue the duties. No meeting shall be held.

If the duties are determined to be those contained in a classification with a lower pay range than that of the employee's current classification, no monetary award will be issued.

If the duties are determined to be those contained in a classification with a higher pay range than that of the employee's current classification, the Director (or designee) shall issue an award of monetary relief, provided that the employee has performed the duties for a period of four (4) or more working days. The amount of the monetary award shall be the difference between the grievant's regular hourly rate of pay, and the hourly rate

of pay (at the applicable step) of the higher classification. In no event shall the monetary award be retroactive to a date earlier than four (4) calendar days prior to the date of the original grievance.

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

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

E. If it is determined that the grievant is performing duties not contained within his/her classification, the Director of the Office of Collective Bargaining shall direct the Agency to immediately discontinue such assigned duties. The determination for a monetary award shall be in accordance with section B above.

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

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

Present at the hearing shall be a union representative, the employee, and a management representative who will present their arguments to the hearing officer. The hearing officer will issue a binding bench decision at the conclusion of the hearing, which will identify if the employee was working out of classification and for what period of time. The expenses of the hearing officer shall be borne equally by the parties.

ARTICLE 20 - CLASSIFICATION MODERNIZATION

§20.01 - Labor-Management Committee

In a continuing effort to accomplish the goals of the State's Classification Modernization Program, incorporate a non-discriminatory job evaluation and wage determination system, a special Labor-Management Committee will be established, consisting of an equal number of Union and Employer representatives. The purpose of the committee will be to monitor the implementation of the Classification Modernization Plan that covers the employees under this Agreement.

§20.02 - Review Process

A. The Union will review the classifications, covered by this Agreement, completed by the study for content and pay range assignment.

B. Any suggested modifications shall be forwarded to the Office of Collective Bargaining.

C. Valid substantive modifications shall be incorporated by the Employer.

§20.03 - Dispute Resolution

A. After all changes have resulted, and if the Union disagrees with the proposed modifications, the Labor-Management Committee shall meet to discuss these issues.

B. If the Labor-Management Committee is unable to resolve the differences, they will select an independent third party, who is knowledgeable in labor relations and classification and compensation systems, to decide pay range issues by reviewing only those degrees and factors in dispute.

The decision of the independent third party shall be final and binding, however, in no way shall these decisions exceed the allocation of funding available for the Classification Modernization Program for the bargaining units covered by this Agreement.

If disputes arise, implementation of all proposed changes will be delayed until they are resolved.

The expenses of the neutral third party shall be borne equally by the parties.

C. This process constitutes the entire resolution mechanism. No individual appeals from position allocations will be permitted.

§20.04 - Implementation of Classification Modernization Plan

The Labor-Management Committee will develop a schedule of implementation of pay range reassignments pursuant to the third party determination and within the allotted funding for these units.

The implementation of this classification study shall not result in a loss of pay nor a layoff for any employee in affected classification titles.

ARTICLE 22 - PERFORMANCE EVALUATION

§22.01 - Use

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

it shall notify the Union and consult with it prior to implementing the new instrument.

§22.02 - Limits

Measures of employee performance obtained through production and/or numerical quotas shall be a criterion applied in evaluating performance. Numerical quotas or production standards, when used, shall be reasonable and not arbitrary or capricious.

Performance evaluations shall not be a factor in layoffs.

Employees shall receive and sign a copy of their evaluation forms after all comments, remarks and changes have been noted. A statement of the employee's objection to an evaluation or comment may be attached and put in the personnel file.

§22.03 - Appeals

An employee may appeal his/her performance evaluation, by submitting a "Performance Evaluation Review Request" to the Agency designee (other than the Employer representative who performed the evaluation) within seven (7) days after the employee received the completed form for signature. A conference shall be scheduled within seven (7) working days and a written response submitted within seven (7) working days after the conference.

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

ARTICLE 23 - PERSONNEL RECORDS

§23.01 - Personnel Files

An employee's official personnel file will contain all matters required by the Ohio Revised Code and will be maintained within the Division of Personnel of the Department of Administrative Services in Columbus. All other matters pertaining to an employee will be retained within the Agency for which the employee works. In the case of employees working for the Department of Administrative Services, all other matters pertaining to an employee will be retained within the Division of Personnel of the Department of Administrative Services. Only materials maintained in an employee's official personnel file shall be available to the public.

§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 Ohio Revised Code Section 1347.08 (C). Such review may be made during normal working hours. Employees who are not normally scheduled to work when the Personnel Office is open may request to review their files through their supervisor. The supervisor will make the file available in a reasonable amount of time. Reasonable requests to copy documents in the files shall be honored at no charge.

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

§23.03 - Employee Notification

A copy of any material to be placed in an employee's personnel file that might lead to disciplinary action or negatively affect an employee's job security or advancement shall be provided to the employee. If material is placed in an employee's personnel file without following this procedure, the material will be removed from the file and returned to the employee at his/her request. Such material cannot be used in any disciplinary proceeding. An employee can place documents relevant to his/her work performance in his/her personnel file.

ARTICLE 24 - DISCIPLINE

§24.01 - Standard

Disciplinary action shall not be imposed upon an employee except for just cause. The Employer has the burden of proof to establish just cause for any disciplinary action. In cases involving termination, if the arbitrator finds that there has been an abuse of a patient or another in the care or custody of the State of Ohio, the arbitrator does not have authority to modify the termination of an employee committing such abuse.

§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 verbal reprimand(s) (with appropriate notation in employee's file);
- B. One or more written reprimand(s);
- C. One or more suspension(s);
- D. Termination.

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

Disciplinary action shall be initiated as soon as reasonably possible consistent with the requirements of the other provisions of this Article. An arbitrator deciding a discipline grievance must consider the timeliness of the Employer's decision to begin the disciplinary process.

§24.03 - Supervisory Intimidation

An Employer representative shall not use the knowledge of an event giving rise to the imposition of discipline to intimidate, harass or coerce an employee.

In those instances where an employee believes this section has been violated, he/she may file a grievance, including an anonymous grievance filed by and processed by the Union in which the employee's name shall not be disclosed to the Employer representative allegedly violating this section, unless the Employer determines that the Employer representative is to be disciplined.

The Employer reserves the right to reassign or discipline employer representatives who violate this section.

Knowingly making a false statement alleging patient abuse when the statement is made with the purpose of incriminating another will subject the person making such an allegation to possible disciplinary action.

§24.04 - Pre-Discipline

An employee shall be entitled to the presence of a union steward at an investigatory interview upon request and if he/she has reasonable grounds to believe that the interview may be used to support disciplinary action against him/her.

An employee has the right to a meeting prior to the imposition of a suspension or termination. The employee may waive this meeting, which shall be scheduled no earlier than three (3) days following the notification to the employee. Prior to the meeting, the employee and his/her representative shall be informed in writing of the reasons for the contemplated discipline and the possible form of discipline. When the pre-disciplinary notice is sent, the Employer will provide a list of witnesses to the event or act known of at that time and documents known of at that time used to support the possible disciplinary action. If the Employer becomes aware of additional witnesses or documents that will be relied upon in imposing discipline, they shall also be provided to the Union and the employee. The employer representative recommending discipline shall be present at the meeting unless inappropriate or if he/she is legitimately unable to attend. The Appointing Authority's designee shall conduct the meeting. The Union and/or the employee shall be given the opportunity to ask questions, comment, refute or rebut.

At the discretion of the Employer, in cases where a criminal investigation may occur, the pre-discipline meeting may be delayed until after disposition of the criminal charges.

§24.05 - Imposition of Discipline

The Agency Head or, in the absence of the Agency Head, the Acting Agency Head shall make a final decision on the recommended disciplinary action as soon as reasonably possible but no more than forty-five (45) days after the conclusion of the pre-discipline meeting. At the discretion of the Employer, the forty-five (45) day requirement will not apply in cases where a criminal investigation may occur and the Employer decides not to make a decision on the discipline until after disposition of the criminal charges.

The employee and/or union representative may submit a written presentation to the Agency Head or Acting Agency Head.

If a final decision is made to impose discipline, the employee and Union shall be notified in writing. The OCSEA Chapter President shall designate the Union representative who shall receive such notice who is assigned to selected work areas under the jurisdiction of the Chapter. 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 in cases of alleged abuse of patients or others in the care or custody of the State of Ohio the employee may be reassigned only if he/she agrees to the reassignment.

§24.06 - Prior Disciplinary Actions

All records relating to oral and/or written reprimands will cease to have any force and effect and will be removed from an employee's personnel file twelve (12) months after the date of the oral and/or written reprimand if there has been no other discipline imposed during the past twelve (12) months. Records of other disciplinary action will be removed from an employee's file under the same conditions as oral/written reprimands after twenty-four (24) months if there has been no other

discipline imposed during the past twenty-four (24) months. This provision shall be applied to records placed in an employee's file prior to the effective date of this Agreement.

§24.07 - Polygraph/Drug 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.

Unless mandated by federal funds/grants, there will be no random drug testing of employees covered by this Agreement.

§24.08 - Employee Assistance Program

In cases where disciplinary action is contemplated and the affected employee elects to participate in an Employee Assistance Program, the disciplinary action may be delayed until completion of the program. Upon successful completion of the program, the Employer will meet and give serious consideration to modifying the contemplated disciplinary action.

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 affecting terms and/or conditions of employment regarding the application, meaning or interpretation of this Agreement. The grievance procedure shall be the exclusive method of resolving grievances.

B. Grievances may be processed by the Union on behalf of a grievant or on behalf of a group of grievants or itself setting forth the name(s) or group(s) of the grievant(s). Either party may have the grievant (or one grievant representing group grievants) present at any step of the grievance procedure and the grievant is entitled to union representation at every step of the grievance procedure. Probationary employees shall have access to this grievance procedure except those who are in their initial probationary period shall not be able to grieve disciplinary actions or removals.

C. The word "day" as used in this article means calendar day and days shall be counted by excluding the first and including the last day. When the last day falls on a Saturday, Sunday or holiday, the last day shall be the next day which is not a Saturday, Sunday or holiday.

D. The mailing of the grievance appeal form shall constitute a timely appeal if it is postmarked within the appeal period. Likewise, the mailing of the answer shall

constitute a timely response if it is postmarked within the answer period. The Employer will make a good faith effort to insure confidentiality.

E. Grievances shall be presented on forms mutually agreed upon by the Employer and the Union and furnished by the Employer to the Union in sufficient quantity for distribution to all stewards. Forms shall also be available from the Employer.

F. It is the goal of the parties to resolve grievances at the earliest possible time and the lowest level of the grievance procedure.

G. Verbal reprimands shall be grievable through Step Two. Written reprimands shall be grievable through Step Three. If a verbal or written reprimand becomes a factor in a disciplinary grievance that goes to arbitration, the arbitrator may consider evidence regarding the merits of the verbal or written reprimand.

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

§25.02 - Grievance Steps

Step 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, the immediate supervisor shall prepare and sign a written statement acknowledging discussion of the grievance, and provide a copy to the Union and the grievant.

Step 2 - Intermediate Administrator

In the event the grievance is not resolved at Step One, a legible copy of the grievance form shall be presented in writing by the Union to the intermediate administrator or his/her designee within five (5) days of the receipt of the answer or the date such answer was due, whichever

is earlier. The written grievance shall contain a statement of the grievant's complaint, the section(s) of the Agreement allegedly violated, if applicable, the date of the alleged violation and the relief sought. The form shall be signed and dated by the grievant. Within seven (7) days after the grievance is presented at Step Two, the intermediate administrator shall discuss the grievance with the Union and the grievant. The intermediate administrator shall render a written answer to the grievance within eight (8) days after such a discussion is held and provide a copy of such answer and return a legible copy of the grievance form to the grievant and a copy to one representative designated by the Union.

Step 3 - Agency Head or Designee

If the grievance is still unresolved, a legible copy of the grievance form shall be presented by the Union to the Agency Head or designee in writing within ten (10) days after receipt of the Step Two response or after the date such response was due, whichever is earlier. Within fifteen (15) days after the receipt of the written grievance, the parties shall meet in an attempt to resolve the grievance unless the parties mutually agree otherwise. In the Ohio Department of Transportation Step 3 meetings will normally be held at the worksite of the grievant. If the meeting is held at the district headquarters the chief steward will be permitted to represent.

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

A. Disciplinary grievances (suspension and removal)

The Step 3 grievance response shall be prepared by the Agency Head or designee and reviewed by the Office of Collective Bargaining. The response will be issued by the Agency Head or designee within thirty-five (35) days of the meeting. The response shall be forwarded to the grievant and a copy to one representative designated by the Local Chapter Officer. Additionally, a copy of the answer will be forwarded to the Union's Central Office. This response shall be accompanied by a legible copy of the grievance form.

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

B. All other grievances

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

a copy to one representative designated by the Local Chapter Officer.

Step 4 - Office of Collective Bargaining Review

If the grievance is not settled at Step Three, pursuant to Step 3 (B), the Union may appeal the grievance in writing to the Director of The Office of Collective Bargaining by sending written notice, and a legible copy of the grievance form to the Employer, within ten (10) days after the receipt of the Step Three answer, or after such answer was due, whichever is earlier.

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

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

Step 5 - Arbitration

Grievances which have not been settled under the foregoing procedure may be appealed to arbitration by the Union by providing written notice to the Director of The Office of Collective Bargaining within thirty (30) days of the answer, or the due date of the answer if no answer is given, in Step Four.

§25.03 - Arbitration Procedures

Both parties agree to attempt to arrive at a joint stipulation of the facts and issues to be submitted to the arbitrator.

The Employer or Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its own witnesses who are not employees of the Employer.

Questions of arbitrability shall be decided by the arbitrator. Once a determination is made that a matter is arbitrable, or if such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the dispute.

The expenses and fees of the arbitrator shall be shared equally by the parties.

The decision and award of the arbitrator shall be final and binding on the parties. The arbitrator shall render his/her decision in writing as soon as possible, but no later than thirty (30) days after the conclusion of the hearing, unless the parties agree otherwise.

Only disputes involving the interpretation, application or alleged violation of a provision of the Agreement shall be subject to arbitration. The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement, nor shall he/she impose on either party a limitation or obligation not specifically required by the expressed language of this Agreement.

If either party desires a verbatim record of the proceeding, it may cause such a record to be made provided it pays for the record. If the other party desires a copy, the cost shall be shared.

§25.04 - Arbitration Panel

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

The procedure for selecting this panel shall be as follows:

1. The parties will make an attempt to mutually agree on panel members.

2. If mutual agreement cannot be reached on twelve (12) arbitrators, then the remaining number will be selected by the following procedure: The parties shall request from the American Arbitration Association a list of at least twice plus one the number of arbitrators needed. The parties shall then alternately strike names until the proper number remains.

3. After one (1) year, either party may eliminate up to two (2) arbitrators from the panel. Thereafter, the parties may eliminate two (2) additional arbitrators at the end of each twelve (12) month period.

4. In replacing the arbitrators that were eliminated from the panel, the procedure enumerated in (1) and (2) above shall be used. Any arbitrator eliminated may not be placed back on the panel.

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

§25.05 - Time Limits

Grievances may be withdrawn at any step of the grievance procedure. Grievances not appealed within the designated time limits will be treated as withdrawn grievances.

The time limits at any step may be extended by mutual agreement of the parties involved at that particular step. Such extension(s) shall be in writing.

In the absence of such extensions at any step where a grievance response of the Employer has not been received by the grievant and the Union representative within the specified time limits, the grievant may file the grievance to the next successive step in the grievance procedure.

§25.06 - Time Off, Meeting Space and Telephone Use

The grievant(s) and/or union steward will be permitted reasonable time off without loss of pay during their working hours to process grievances. The steward shall be given reasonable time off without loss of pay during his/her working hours to investigate grievances. Witnesses whose testimony is relevant to the Union's presentation or argument will be permitted reasonable time off without loss of pay to attend a grievance meeting and/or respond to the Union's investigation. The steward shall not leave his/her work to investigate, file or process grievances without first notifying and making mutual arrangements with his/her supervisor or designee as well as the supervisor of any unit to be visited. Such arrangements shall not be unreasonably denied.

Upon request, the grievant and Union shall be allowed the use of an available, appropriate room, and copier, where available, for the purpose of copying the grievance trail while processing a grievance. The Union shall be permitted the reasonable use of telephone facilities for investigating or processing grievances. Any telephone tolls shall be paid by the Union.

§25.07 - Advance Grievance Step Filing

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. An employee with a grievance involving a suspension or a discharge may initiate the grievance at Step Three of the grievance procedure within fourteen (14) days of notification of such action.

§25.08 - Relevant Witnesses and Information

The Union may request specific documents, books, papers or witnesses reasonably available from the Employer and relevant to the grievance under consideration. Such request shall not be unreasonably denied.

§25.09 - Expedited Arbitration Procedure

In the interest of achieving a more efficient handling of grievances, including grievances concerning minor discipline, the parties agree to the following expedited arbitration procedure. This procedure is intended to replace the procedure in Section 25.02, Step 5, for the

resolution of grievances as set forth below. The procedure will operate in the following manner:

A. A special list of arbitrators will be chosen by the parties to hear all expedited arbitrations during the term of this Agreement.

B. The grievances presented to the arbitrator under this section will consist of short-term disciplinary actions of five (5) days or less without pay. The parties may submit other issues by mutual agreement.

C. The arbitrator will normally hear at least four (4) grievances at each session unless mutually agreed otherwise. The grievances will be grouped by institution and/or geographic area and heard in that area.

D. Grievance presentation will be limited to a preliminary introduction, a short reiteration of facts and a brief oral argument. No briefs or transcripts shall be made. If witnesses are used to present facts, there will be no more than two (2) per side in addition to the grievant.

E. The arbitrator will either give a bench decision or issue a decision within five (5) calendar days. The arbitrator can either uphold or deny the grievance or modify the relief sought. All decisions will be final and binding.

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

§25.10 - Miscellaneous

The parties may, by mutual agreement, alter any procedure or provision outlined herein so long as the mutual agreement does not differ from the spirit of this Article.

ARTICLE 26 - HOLIDAYS

§26.01 - Observance

The following holidays will be observed:

New Year's Day - First day in January;
Martin Luther King, Jr.'s Birthday - Third Monday in January;
President's Day - Third Monday in February;
Memorial Day - Last Monday in May;
Independence Day - Fourth day of July;
Labor Day - First Monday in September;
Columbus Day - Second Monday in October;
Veterans' Day - Eleventh day of November;
Thanksgiving Day - Fourth Thursday in November;
Christmas Day - Twenty-fifth day of December;
Any other day proclaimed by the Governor of the State of Ohio or the President of the United States.

When a holiday falls on a Sunday, the holiday is observed on the following Monday. When a holiday falls

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

Upon request, an employee may observe a religious holiday provided that the time off is charged to vacation, compensatory time, personal leave or leave without pay.

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

§26.02 - Work on Holidays

Employees required to work on a holiday will be compensated at their discretion either at the rate of one and one-half (1 1/2) times their regular rate of pay, or granted compensatory time at the rate of one and one-half (1 1/2) times, plus straight time pay for the holiday. The choice of compensatory time or wages will be made by the employee.

Holiday work beyond regularly scheduled work shall be distributed among employees by the provisions covered in Article 13. No employees' posted regular schedule or days off shall be changed to avoid holiday premium pay. The Agency reserves the right to determine the number of employees needed to work the holiday.

§26.03 - Eligibility for Holiday Pay

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

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

§26.04 - Employee's Birthday

The employee shall be permitted to observe his/her birthday. It shall be observed in the same manner as are other holidays listed in 26.01. Should the employee's birthday holiday fall on another day listed as a holiday in 26.01 or on the employee's scheduled day off, the day off shall be observed on the next regularly scheduled work day. If the employee is unable to take the birthday because of operational needs of the Employer or wishes to take another day, the employee shall be credited with a personal leave day.

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 three (3) personal leave days credited to the employee in the pay period which includes December 1, 1989. Full-time employees who

are hired after the December 1, 1989 pay period shall accrue personal leave on a prorated basis. Part-time employees shall accrue personal leave on a prorated basis.

Beginning with the pay period which includes December 1, 1990 all employees shall accrue personal leave at the rate of nine-tenths (.9) hours not to exceed twenty-four (24) hours in one (1) year for each eighty (80) hours in active pay status excluding overtime hours. This method of accrual shall take effect December 1, 1990. Employees that are on approved paid leave of absence, union leave or receiving Workers' Compensation benefits shall be credited with those personal leave hours which they normally would have accrued upon their approved return to work.

§27.03 - Charge of Personal Leave

Personal leave which is used by an employee shall be charged in minimum units of one-half (.5) hour.

§27.04 - Notification and Approval of Use of Personal Leave

Personal leave shall be granted if an employee makes the request with one (1) day notice. In an emergency the request shall be made as soon as possible and the supervisor will respond promptly. The leave shall not be unreasonably denied.

§27.05 - Prohibitions

Personal leave may not be used to extend an employee's date of resignation or date of retirement.

§27.06 - Conversion or Carry Forward of Personal Leave Credit at Year's End

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

§27.07 - Conversion of Personal Leave Credit Upon Separation from Service

An employee who is separated from state 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.

ARTICLE 28 - VACATION

§28.01 - Rate of Accrual

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

Length of State Service	Accrual Rate	
	Per Pay Period	Per Year
Less than 1 year	3.1 hours	80 hours <i>(upon completion of one year of service)</i>
1 year or more	3.1 hours	80 hours
5 years or more	4.6 hours	120 hours
10 years or more	6.2 hours	160 hours
20 years or more	7.7 hours	200 hours

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

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

§28.02 - Maximum Accrual

Vacation credit may be accumulated to a maximum that can be earned in three (3) years. Further accumulation will not continue when the maximum is reached. When an employee's vacation reaches the maximum level, and if the employee has been denied vacation during the past twelve (12) months, the employee will be paid for the time denied.

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

§28.03 - Procedure

Vacation leave shall be taken only at times mutually agreed to by the Agency and the employee. The Agency may establish minimum staffing levels for a facility which could restrict the number of concurrent vacation leave requests which may be granted.

Employees who work in seven (7) day operations shall be given the opportunity to request vacations by a specified date each year. Employees shall be notified

of this opportunity one (1) month in advance of the date. If more employees request vacation at a particular time than can be released, requests will be granted in seniority order.

Employees in seven (7) day operations can also request vacations at other times of the year. If more employees request vacation than can be released, requests will be granted on a first come/first serve basis with seniority governing if requests are made simultaneously.

Emergency vacation requests for periods of three (3) days or less may be made by employees in seven (7) day operations as soon as they are aware of the emergency. An employee shall provide the Employer with verification of the emergency upon return to work.

Other employees shall request vacation according to current practices unless the Employer and the Union mutually agree otherwise. The Employer shall not deny a vacation request unless the vacation would work a hardship on other employees 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 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 cancelling or returning from his/her vacation upon submission of appropriate evidence.

§28.04 - Payment Upon Separation

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

§28.05 - Disposition of Work During Vacation

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

ARTICLE 29 - SICK LEAVE

§29.01 - Definitions: Sick Leave for State Employees

1. 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.

2. 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.

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

§29.02 - Sick Leave Accrual

Beginning with the pay period which includes December 1, 1989, 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 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, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, brother, sister, brother-in-law, sister-in-law or legal guardian or other person who stands in place of a parent.

A period of up to ten (10) working days of sick leave will be allowed for parenting during the postnatal period or following an adoption. The amount of sick leave charged against an employee's accrual shall be the amount used, rounded to the nearest one half (1/2) hour. Employees shall be paid for sick leave used at their regular rate. After employees have used all of their accrued sick leave, they may choose to use accrued vacation, compensatory time or personal days or may be granted leave without pay.

§29.03 - Notification

When an employee is sick and unable to report for work, he/she will notify his/her immediate supervisor or designee no later than one half (1/2) hour after starting time, unless circumstances preclude this notification. The Employer may request a statement, personally written and signed by a physician who has examined the employee or the member of the employee's immediate family, be submitted within a reasonable period of time. In institutional agencies or in agencies where staffing requires advance notice, the call must be made at least ninety (90) minutes prior to the start of the shift or in accordance with current practice, whichever period is less.

If sick leave continues past the first day, the employee will notify his/her supervisor or designee every day unless prior notification was given of the number of days off. When institutionalization, hospitalization, or convalescence at home is required the employee is responsible for notifying the supervisor at the start and end of such period.

§29.04 - Sick Leave Policy

It is the policy of the State of Ohio to grant sick leave to employees when requested. It is also the policy of the State to take corrective action for unauthorized use of sick leave and/or abuse of sick leave. It is further the policy of the State that when corrective and/or disciplinary action is taken, it will be applied progressively and consistently.

It is the desire of the State of Ohio that when discipline is applied it will serve the purpose of correcting the performance of the employee.

Sick Leave Policy

I. Purpose

The purpose of this policy is to establish a consistent method of authorizing employee sick leave, defining inappropriate use of sick leave, and outlining the discipline and corrective action for such inappropriate use. The policy provides for the equitable treatment of employees without being arbitrary and capricious, while allowing management the ability to exercise its administrative discretion fairly and consistently.

II. Definition

A. Sick Leave

Absence granted per negotiated contract for medical reasons.

B. Unauthorized use of sick leave

1. Failure to notify supervisor of medical absence;
2. Failure to complete standard sick leave form;
3. Failure to provide physician's verification when required;

4. Fraudulent physician verification.

C. Misuse of sick leave

Use of sick leave for that which it was not intended or provided.

D. Pattern abuse

Consistent periods of sick leave usage, for example:

1. Before and/or after holidays;
2. Before and/or after weekends or regular days off;
3. After pay days;
4. Any one specific day;
5. Absence following overtime worked;
6. Half days;
7. Continued pattern of maintaining zero or near zero leave balances; or
8. Excessive absenteeism - use of more sick leave than granted.

III. Procedure

A. Notification of leave balance

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

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

B. Physician's verification

At the Agency Head or designee's discretion, in consultation with the Labor Relations Officer, the employee may be required to provide a statement, personally written and signed by a physician who has examined the employee or the member of the employee's

immediate family, for all future illness. 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.

C. Unauthorized use or abuse of sick leave

When unauthorized use or abuse of sick leave is substantiated, the Agency Head or designee will effect corrective and progressive discipline, keeping in mind any extenuating or mitigating circumstances.

When progressive discipline reaches the first suspension, under this policy, a corrective counseling session will be conducted with the employee. The Agency Head or designee and Labor Relations Officer will jointly explain the serious consequences of continued unauthorized use or abuse of sick leave. The Agency Head or designee shall be available and receptive to a request for an Employee Assistance Program in accordance with Article 9 (EAP). If the above does not produce the desired positive change in performance, the Agency Head or designee will proceed with progressive discipline up to and including termination.

D. Pattern abuse

If an employee abuses sick leave in a pattern, per examples noted in the section under definitions (not limited to those listed), the Agency Head or designee may reasonably suspect pattern abuse. If it is suspected, the Agency Head or designee will notify the employee in writing that pattern abuse is suspected. The Agency Head or designee will use the "Pattern Abuse" form for notification. The notice will also invite the employee to explain, rebut, or refute the pattern abuse claim. Short of a satisfactory explanation, the Agency Head or designee may begin corrective and progressive disciplinary action.

§29.05 - Carry-Over and Conversion

In the pay period including December 1 employees will be offered the opportunity to convert to cash any part of his/her accrued sick leave for the specific calendar year at the rate of fifty percent (50%). An employee

not exercising a choice will automatically have the hours carried forward. An employee who terminates state service or retires shall convert to cash any sick leave accrued at the employee's regular rate of pay at the time of separation at the rate of fifty percent (50%). If an employee dies, the converted sick leave shall be credited to his/her estate. An employee who is granted military leave or leave without pay may be paid for accrued sick leave or may keep it in reserve for use upon return at his/her discretion. An employee who is re-employed, reinstated or recalled from lay off and who received a lump sum payment for unused sick leave may have such days restored by returning the amount paid by the Employer for the number of days to be restored.

Employees hired after July 1, 1986, who have previous service with political subdivisions of the State may use sick leave accrued with such prior employers but shall not be permitted to convert such sick leave to cash.

An employee who transfers from one bargaining unit to another shall be credited with the unused balance of his/her sick leave balance up to the maximum sick leave accumulation permitted in the bargaining unit to which the employee transfers.

ARTICLE 30 - ADMINISTRATIVE LEAVE WITH PAY

§30.01 - Jury Duty

Leave with pay at regular rate shall be granted for service upon a jury. Employees who are scheduled on other than a day shift shall be reassigned to a day shift during the period of service upon the jury. When not impaneled for actual service and only on call, the employee shall report to work as soon as reasonably possible after notification that his/her services will not be needed. In cases where the employee would report to do less than four (4) hours work, the employee need not report. Employees called to jury duty shall submit any juror fees received, excluding travel or meal allowances, to the Agency.

§30.02 - Military Leave

A. Federal Duty

Any permanent employee who is or becomes a member of the Ohio National Guard or any other reserve component of the Armed Forces as defined in Chapter 11, Section 261, Title 10, US Code shall be allowed military leave with pay not to exceed twenty-two (22) work days or one hundred seventy-six (176) hours per calendar year for federal duty performed which is directed or caused to occur by authority of the Department of Defense (DOD) or its agent.

B. State Duty

Permanent employees who are members of the Ohio National Guard, the Ohio Military Reserve and the Ohio Naval Militia, when ordered to duty by the Governor of Ohio or the Adjutant General, shall be allowed military leave with pay not to exceed twenty-two (22) work days or one hundred seventy-six (176) hours per calendar year.

C. The maximum allowable paid military leave when combining federal and state duty described above shall not exceed twenty-two (22) work days or one hundred seventy-six (176) hours per calendar year.

D. Evidence of Military Duty: Employees are required to submit to their Appointing Authority a published military order or a written statement from the appropriate military commander as evidence of military duty.

§30.03 - Bereavement Leave

Three (3) 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, grandparent, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law or legal guardian or other person who stands in the place of a parent. The Employer may grant vacation, sick leave or personal leave to extend the bereavement leave. The leave and the extension may be subject to verification.

§30.04 - Voting

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

§30.05 - Witness Duty

Employees subpoenaed to appear before any court, commission, board or other legally constituted body authorized by law to compel the attendance of witnesses shall be granted leave with pay at regular rate. Second or third shift employees shall be permitted an equivalent amount of time off from scheduled work on their preceding or succeeding shift for such appearance. Employees called to witness duty shall submit any witness fees received (excluding travel and meal allowances) to the Agency. The employee shall notify the Agency designee immediately upon receiving a subpoena.

§30.06 - Professional Meetings

Employees with technical or specialized skills and who exercise independent judgement in their jobs shall be

granted reasonable amounts of leave with pay to attend work-related professional meetings. The pay shall be at regular rate and shall not exceed eight (8) hours in any given day.

ARTICLE 31 - LEAVES OF ABSENCE

§31.01 - Unpaid Leaves

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

A. If an employee is serving as a union representative or union officer, for no longer than the duration of his/her term of office up to four (4) years. If the employee's term of office extends more than four (4) years, the Employer may, at its discretion, extend the unpaid leave of absence. Employees returning from union leaves of absence shall be reinstated to the job previously held. The person holding such a position shall be displaced.

B. If an employee is pregnant, up to six (6) months leave after all other paid leave has been used.

C. For an extended illness up to one (1) year, if an employee has exhausted all other paid leave. The employee shall provide periodic, written verification by a medical doctor showing the diagnosis, prognosis and expected duration of the illness. Prior to requesting an extended illness leave, the employee shall inform the Employer in writing of the nature of the illness and estimated length of time needed for leave, with written verification by a medical doctor. If the Employer questions the employee's ability to perform his/her regularly assigned duties, the Employer may require a decision from an impartial medical doctor paid by the Employer as to the employee's ability to return to work. If the employee is determined to be physically capable to return to work, the employee may be terminated if he/she refuses to return to work.

The Employer may grant unpaid leaves of absence to employees upon request for a period not to exceed one (1) year. Appropriate reasons for such leaves may include, but are not limited to, education; parenting (if greater than ten (10) days); family responsibilities; or holding elective office (where holding such office is legal).

The position of an employee who is on an unpaid leave of absence may be filled on a temporary basis in accordance with Article 7. The employee shall be reinstated to the same or a similar position if he/she returns to work within one (1) year. The Employer may extend the leave upon the request of the employee.

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

§31.02 - Application for Leave

A request for a leave of absence shall be submitted in writing by an employee to the Agency designee. A request for leave shall be submitted as soon as the need for such a leave is known. The request shall state the reason for and the anticipated duration of the leave of absence.

§31.03 - Authorization for Leave

Authorization for or denial of a leave of absence shall be promptly furnished to the employee in writing by the Agency designee.

§31.04 - Failure to Return From Leave

Failure to return from a leave of absence within five (5) working days after the expiration date thereof may be cause for discipline unless an emergency situation prevents the employee's return and evidence of such is presented to the Employer as soon as physically possible.

ARTICLE 32 - TRAVEL

§32.01 - Overnight Stays

Current practices regarding authorization for overnight stays shall continue. Overnight stay shall not be considered as travel time or hours worked. However, an employee required to spend two (2) or more consecutive days at a place other than his/her normal report-in location shall be granted travel time for one round trip.

§32.02 - Personal Vehicle

If the Agency requires an employee to use his/her personal vehicle, the Agency shall reimburse the employee with a mileage allowance of no less than twenty-two and one-half cents (\$.225) per mile. If an employee uses a motorcycle, he/she will be reimbursed no less than eight and one-half cents (\$.085) per mile.

§32.03 - Travel Reimbursement

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

§32.04 - In-State Travel

If the Agency Head or designee requires an employee to stay overnight in the state, the employee shall be reimbursed up to forty-five dollars (\$45.00) plus tax per day for lodging and fourteen dollars and fifty cents (\$14.50) per day for meals. These rates shall be adjusted upward in accordance with Office of Budget and Management regulations should the reimbursement rates increase.

§32.05 - Out-of-State Travel

If the Agency requires an employee to stay overnight out of the state, the employee shall be reimbursed the actual cost within reason for lodging and twenty-one dollars (\$21.00) per day for meals. These rates shall be adjusted upward in accordance with Emergency Board regulations should the reimbursement rates increase.

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

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

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

§32.07 - Duty to Report

It is the employee's responsibility to report to his/her immediate supervisor any accident or traffic violation/ citation which he/she may have been involved with or received while on state business. Employees shall obey all applicable state laws, executive orders and rules. Failure to do so may result in disciplinary action.

ARTICLE 33 - UNIFORMS AND TOOLS

§33.01 - Uniforms

When the Employer requires an employee to wear a uniform, the Employer will furnish sized uniforms appropriate to the gender of the wearer on a replacement basis. If the Employer requires an employee to wear a specific type of safety shoe the Employer will provide the shoe or reimburse the employee for the cost of the shoe at the Employer's option. The Employer will keep the uniform in good repair and will replace it when the uniform is ruined through normal wear and tear. If the uniform needs repair or replacement due to the negligence of an employee, the employee will bear the cost of the repair or replacement. In those institutions where cleaning facilities are available, uniforms shall be cleaned by the Employer. However, they shall not be cleaned with the inmates', clients' or residents' clothes.

In all other agencies the Employer shall provide seventy-five dollars (\$75) per year for uniform cleaning.

§33.02 - Tools

The Agency shall furnish and maintain in good condition the equipment needed by employees to perform their jobs. However, certain employee classifications, i.e., Auto Mechanic, may be required to furnish their own equipment, including but not limited to hand tools.

If employees are required to furnish their own tools or equipment, the Employer shall replace such tools or equipment when they are lost due to fire, wind or theft by forcible entry when in the care or custody of the Employer. The tools or equipment will be replaced with like tools or equipment.

Each employee shall furnish a complete list of his/her tools or equipment, including an accurate description and replacement cost, to his/her immediate supervisor in writing within thirty (30) days from the effective date of this Agreement. An employee shall keep such list current.

ARTICLE 34 - SERVICE CONNECTED INJURY AND ILLNESS

§34.01 - Health Insurance

Employees receiving Worker's Compensation who have health insurance shall continue to be eligible for health insurance. The Employer will pick up the employee's share of health insurance after three (3) months for a period not to exceed twenty-four (24) months.

§34.02 - Coverage for Worker's Compensation Waiting Period

An employee shall be allowed full pay at regular rate during the first seven (7) calendar days of absence when he/she suffers a work-related injury or contracts a service-related illness. If an employee receives a Worker's Compensation award for the first seven (7) days, the employee will reimburse the Employer for the payment received under this Article.

§34.03 - Other Leave Usage to Supplement Worker's Compensation

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

§34.04 - Occupational Injury Leave

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

and Blind, The Department of Rehabilitation and Corrections, and the Department of Youth Services shall be entitled to a total of nine hundred sixty (960) hours of occupational injury leave a year with pay at regular rate. (See Appendix K).

§34.05 - Hostage Leave

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

ARTICLE 35 - BENEFITS

§35.01 - Health Insurance

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

The State shall contribute 85% of the Ohio Med Plan during the first year of the plan and 88% each year thereafter.

In addition to the State's Comprehensive Health Insurance Plan, the Employer may contract with various Health Maintenance Organizations (HMO's) to offer health insurance, providing the HMO plan is comparable to the State's Comprehensive Plan. Employees may elect to enroll in an HMO during any open enrollment period. The Employer will review and approve a rate schedule for each participating HMO, based upon criteria established by the Employer. For employees electing to participate in an HMO, the Employer shall contribute to the HMO the same percent of its total rate as it contributes to the State's Comprehensive Health Plan, except that under no circumstances will the Employer contribute more actual dollars to an HMO than is contributed to the State's Comprehensive Plan.

Eligibility provisions for employees enrolling in State provided health care plans shall remain the same as those in effect on June 30, 1989, except for the provision that in the case of two state employees who marry and who have legally separate dependents, the employee who has coverage as a spouse may include as covered dependents, children not residing with the employee but for whom the employee is required by law to provide health insurance.

The State agrees to form within thirty (30) days of the effective date of this Agreement a Labor—Management Committee on health care which shall include representatives of all unions who serve as exclusive agents in bargaining units one (1) through fourteen (14). AFSCME/OCSEA shall have a majority of the votes within the union side of that committee. Total management votes and total union votes on the committee shall be of an equal number.

The committee shall advise the Director of the Department of Administrative Services on the operation of the Ohio Med Plan, dental and vision plans, mail-order drug program, utilization and cost containment provisions and employee education programs. Recommendations of the Joint Committee will be presented to the Director in writing. The recommendations shall be signed by the co-chairs (one representing and selected by management and one representing and selected by the unions on the committee).

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

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

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

Specific other functions of the committee shall include:

1. Recommend specifications for administering HMO's offered to State employees and monitor the results of the HMO policy.
2. Evaluate the effectiveness of cost containment provisions, and review claim appeal and other dispute resolution procedures concerning health care issues, and
3. Recommend what data will be required from the various firms that are under contract with the State Benefit Program and review that data regularly.
4. Make recommendations regarding the request for proposal, evaluation of bidders, and selection of a provider for mental health/substance abuse managed care.

During the first two years of this Agreement the Committee shall meet bimonthly. Thereafter the Committee shall meet at least quarterly.

The State shall prepare an annual audit of its health insurance program which shall be reviewed by the Joint

Committee. HMO's may be audited periodically as shall the dental, vision and other ancillary benefits. These audits shall also be available to the Joint Committee.

The Committee may make recommendations regarding the selection of the claims administrator(s). This administrator shall report on a regular basis to the Joint Committee.

The Joint Committee shall initially review and coordinate a high quality communications program for the Ohio Med Plan by making recommendations to the Director. All parties to this Agreement agree to use the resources available to them (including union newsletters, pay check inserts, etc) to the best of their ability in order to communicate to employees the features of the Ohio Med Plan and the HMO's offered.

All marketing literature, open enrollment packets, or any other material sent by HMO's to State employees or their dependents shall first be reviewed by the Joint Committee which shall recommend approval or non-approval to the Director. If there is no committee meeting scheduled in time to consider material to be sent by HMO's then the matter may be handled by the co-chairs or a sub committee. HMO's shall be prohibited from sending any unfair or inaccurate comparison of their program with that of the Ohio Med Plan to State employees or their dependents. Instead the Committee shall prepare and recommend to the Director a chart comparing the various health care options available to employees. The chart will be based on information supplied by the various HMO's participating in the State program. The Joint Committee will also have similar rights of review and recommendation over all advertisement made by any HMO or Preferred Provider Organization (PPO) or other participant in the State benefit program which may be seen or heard by any State employees or their dependents.

The State shall examine putting employees' monthly health benefits deductions on a pre-tax basis as permitted by federal law and, if feasible, shall be implemented no later than September 1, 1989.

§35.02 - Ancillary Benefits

Vision and dental plans shall continue in effect as stated in Appendix M.

§35.03 - Disability Leave

Eligibility

Eligibility shall be pursuant to current Ohio law and the Administrative Rules of the Department of Administrative Services in effect as of the effective date of this Agreement.

Minimum Benefit Level

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

Other Leave Usage to Supplement Disability

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

Disability Review

The Employer shares the concern of the Union and the employees over the need to expeditiously and confidentially process disability leave claims.

The Employer and the Department of Administrative Services shall undertake to review such concerns as: time frames, the appointment of an ombudsperson, paper flow, the issue of light duty, and possible refinement of procedural mechanisms for disability claim approval or disapproval, inviting maximum input from the Union to this review.

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.

Orientation

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

§35.04 - Life Insurance

Amount

The Employer will provide group life insurance coverage equal to the employee's annual salary rounded upward to the next highest thousand at no cost for all employees. The amount of insurance provided to employees sixty-five (65) years of age but under seventy (70) years of age shall be reduced to sixty-five percent (65%). For employees age seventy (70) and over, the amount of insurance provided shall be reduced to fifty percent (50%).

Conversion

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

Disability Coverage

In the event a state employee goes on an extended medical disability or is receiving Worker's Compensation benefits, the Employer-policyholder shall continue group

life insurance coverage at no cost to the employee for the period of such extended leave, but not beyond three (3) years.

§35.05 - Optional Life Insurance

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

The Optional Life Insurance will be made available by January 1, 1990.

ARTICLE 36 - WAGES

§36.01 - Definitions of Rates of Pay

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

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

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

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

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

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

§36.02 - Schedule of Wage Increases

A. Effective with the pay period which includes July 1, 1989, the pay schedules shall be adjusted as follows: thirty-five cents (\$.35) per hour or four percent (4%), whichever is greater.

B. Effective with the pay period which includes July 1, 1990, the pay schedules shall be adjusted as follows: thirty-six cents (\$.36) per hour or four percent (4%), whichever is greater.

C. Effective with the pay period which includes July 28, 1991, the pay schedules shall be adjusted as follows: thirty-seven cents (\$.37) per hour or four percent (4%), whichever is greater.

§36.03 - Step Movement

Newly hired employees will move to the next step in their pay range after completion of probation. Subsequent step movement shall occur after one (1) year of satisfactory service following the completion of probation.

§36.04 - Promotions

Employees who are promoted shall be placed in a step to guarantee them at least an increase of four percent (4%). However, reallocations made as a result of the Class Modernization Study shall not be subject to this provision.

§36.05 - Classifications and Pay Range Assignments

The Employer, through the Office of Collective Bargaining, may create classifications, change the pay range of classifications, authorize advance step hiring if needed for recruitment or other legitimate reasons, and issue or modify specifications for each classification as needed. The Office of Collective Bargaining shall notify the Union forty-five (45) days in advance of any change of pay range or specifications. Should the Union dispute the proposed action of the Employer and the parties are unable to resolve their differences, they shall utilize the appropriate arbitration mechanism. Any changes or reallocations of pay ranges or classifications made as a result of the Classification Modernization Study shall not be grievable except as provided for in Article 20.

§36.06 - Roll Call Pay

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

§36.07 - Longevity Pay

Beginning on the first day of the pay period within which an employee completes five (5) years of total state service, each employee will receive an automatic salary adjustment equivalent to one-half percent (1/2%) times the number of years of service times the first step of the pay rate of the employee's classification up to a total of twenty (20) years. This amount will be added to the step rate of pay.

Longevity adjustments are based solely on length of service. They shall not be affected by promotion, demotion or other changes in classification.

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

§36.08 - Shift Differential

Effective with the pay period which includes July 28, 1991, 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.

**ARTICLE 37 - TRAINING/
CONTINUING EDUCATION**

§37.01 - Training And Development

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

§37.02 - Orientation Training

Every new employee will receive orientation that provides an overview of the role and function of the Agency. Such orientation may also include, but is not limited to, current procedures, forms, methods, techniques, materials and equipment. This may be done on a group basis and shall be given as needed.

Employees who work in Corrections, Youth Services, MH and 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. These programs will begin as soon as practicable.

§37.03 - In-Service Training

Whenever employees are required to participate in in-service training programs, they shall be given time off from work with pay to attend such programs, including any travel time needed. Any costs incurred in such training shall be paid by the Employer. Every reasonable effort shall be made to notify employees of training opportunities through available channels of communication.

§37.04 - Leave for Training/Continuing Education Programs

The Employer may grant permanent employees paid leave during regular work hours to participate in non-agency training/continuing education programs which are directly related to the employee's work and will lead to the improvement of the employee's skills and job performance. Reasonable effort will be made to equitably distribute such training opportunities among employees.

§37.05 - Training Records

Upon completion of a training/continuing education program, the participant will forward a certificate or other appropriate recognition of course completion to the appropriate Agency designee for placement in the employee's personnel file.

If such evidence is not received, additional requests for release time will not be approved.

§37.06 - Pre-Retirement Programs

The Employer shall request the Public Employees Retirement System to conduct pre-retirement programs or it may conduct such programs for employees who are within one (1) year of eligibility for full retirement. Such training, if provided, shall be during regular working hours and eligible employees scheduled to work at that time shall be given time off to attend the training. Employees may attend only one (1) training session.

§37.07 - Union Input

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

§37.08 - Accreditation, Licensure or Certification Requirements

If accreditation, licensure or certification requirements of a position are changed and an employee serving in such a position does not possess the requirement(s), the affected employee shall meet such requirement(s) as soon as reasonably possible.

If meeting the requirement(s) requires additional in-service training and/or leave for training/continuing education programs, Sections 37.03 and 37.04 may be applied.

If an employee does not meet the requirement(s) within a reasonable period of time, the employee shall be moved into another position. If that position pays less than the employee's present salary, the employee's salary shall be frozen until such time as the employee's new pay schedule catches up with the frozen salary.

§37.09 - Tuition Reimbursement Programs

Current practices on tuition reimbursement programs shall be maintained contingent upon fiscal limitations.

ARTICLE 38 - TECHNOLOGICAL CHANGE

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.

ARTICLE 39 - SUB-CONTRACTING

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 displace state employees the Employer shall provide advance notice in writing to the Union. In the event of minor contracting out the Employer shall provide reasonable advance notice and in the event of major contracting out the Employer shall provide not less than ninety (90) days notice prior to displacing any employee as a result of the contracting out which is under consideration. Upon request the Employer shall meet with the Union during the notice period and discuss the reasons for the 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 Ohio Revised Code 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.

ARTICLE 40 - INDEMNIFICATION

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

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

ARTICLE 41 - NO STRIKE/NO LOCKOUT

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

ARTICLE 42 - SAVINGS

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

ARTICLE 43 - DURATION

§43.01 - 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 Ohio Revised Code Chapter 4117, this Agreement shall take precedence and supersede all conflicting State laws.

§43.02 - Preservation of Benefits

To the extent that State statutes, regulations or rules promulgated pursuant to Ohio Revised Code Chapter 119 or Appointing Authority directives provide benefits to state employees in areas where this Agreement is silent, such benefits shall continue and be determined by those statutes, regulations, rules or directives.

§43.03 - Work Rules

After the effective date of this Agreement, agency work rules or institutional rules and directives must not be in violation of this Agreement. Such work rules shall be reasonable. The Union shall be notified prior to the implementation of any new work rules and shall have the opportunity to discuss them. Likewise, after the effective date of this Agreement, all past practices and precedents may not be considered as binding authority in any proceeding arising under this Agreement.

§43.04 - Successor

In the event that the Employer or any of its Agencies covered by this Agreement sells, leases, transfers or assigns any of its facilities to political subdivisions, corporations or persons, and such sale, lease, transfer or assignment would result in the layoff or termination of employees covered by this Agreement, the Agency and Employer shall attempt in good faith to arrange for the placement of such employees with the new employer or the State.

The Agency shall notify the Union in writing at least thirty (30) days in advance of the final date of any such sale, lease, transfer or assignment.

In the event the Employer plans to close an institution or part thereof it shall give ninety (90) days advance notice to the Union. The Union shall be given the opportunity to discuss the planned closure with the Employer. Should it become necessary to close an institution or part thereof, the following guidelines will be utilized:

A. Where individual institution(s) or part(s) thereof are closed, the provisions of Article 18 will apply;

B. The Agency(s) will seek to absorb all affected employees or help displaced workers obtain employment in other areas of the public sector;

C. A concerted effort will be made to relocate displaced employees within the framework of any new delivery system. The Employer will seek to involve the Union and any newly-created structure in a positive program for the hiring and possible retraining of any displaced employee;

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

§43.05 - Duration of Agreement

This Agreement shall continue in full force and effect for two and one-half (2-1/2) years from its effective date of July 1, 1989, 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 supercede any provisions of this Agreement.

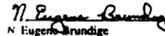
§43.06 - Renegotiations

The Union shall designate no more than forty (40) bargaining unit members to serve on the master negotiating team. The parties may mutually agree to subdivide 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 in route 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.

The parties have caused this agreement to be executed this 27th of June, 1989 :

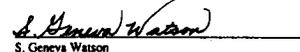
The State of Ohio

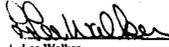
The Ohio Civil Service Employees Association
Local 11 AFSCME, AFL-CIO

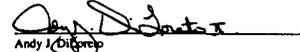

Eugene Brundige
Deputy Director
Office of Collective Bargaining


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President


Paul R. Broese
Chief, Negotiation Services
Office of Collective Bargaining


S. Geneva Watson
Vice President


Lee Walker
Director
Office of Budget and Management


Andy J. O'Leary
Secretary-Treasurer


Russell G. Murray
Executive Director

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Kevin Birnfield Floyd W. Gray
Kevin Birnfield Floyd Gray

Dorothy Brown Mike Hill
Dorothy Brown Mike Hill

Marlyn Putnam Andrew Markley
Marlyn Putnam Andrew Markley

UNIT 5 NEGOTIATING TEAM

Robert Bailey Faye Fox
Robert Bailey Faye Fox

Dan Frazier
Dan Frazier

UNIT 4 NEGOTIATING TEAM

Dave Bailey Maxine Hicks
Dave Bailey Maxine Hicks

Larry Clark Laurie Stelts
Larry Clark Laurie Stelts

Cathy Ellis Richard Sycks
Cathy Ellis Richard Sycks

S. Geneva Watson
S. Geneva Watson

UNIT 6 NEGOTIATING TEAM

Doug Butt Richard Stark
Doug Butt Richard Stark

Edward Lewanski Hugh Williams
Edward Lewanski Hugh Williams

Mark Mayer John Yarman
Mark Mayer John Yarman

Chris Young
Chris Young

UNIT 7 NEGOTIATING TEAM

Elwood Clark
Elwood Clark

Jim Eckard
Jim Eckard

Randy Gilmore
Randy Gilmore

John Garner
John Garner

UNIT 13 NEGOTIATING TEAM

Kerry Dean
Kerry Dean

Andy DiLoreto
Andy DiLoreto

David Katonak
David Katonak

UNIT 9 NEGOTIATING TEAM

Mary Kaderson
Mary Kaderson

Donna Lloyd
Donna Lloyd

Sharon VanMeter Bailey
Sharon VanMeter Bailey

Julia Lowe
Julia Lowe

Joyce Burns
Joyce Burns

David Richardson
David Richardson

Carl Eichelberger
Carl Eichelberger

Carol Rogers
Carol Rogers

Gerald French
Gerald French

Kathleen Stewart
Kathleen Stewart

Trucell James
Trucell James

Richard Svoboda
Richard Svoboda

Joyce Thompson
Joyce Thompson

UNIT 14 NEGOTIATING TEAM

Rebecca Pedersen
Rebecca Pedersen

Vickie Gray
Vickie Gray

Gloria Gilg
Gloria Gilg

Pat Henderson
Pat Henderson

Mary Douglas-Lacy
Mary Douglas-Lacy

FOR THE STATE OF OHIO

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N. Eugene Brundige
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D. Keith Nichols
D. Keith Nichols
Bureau of Employment Services

William R. Kirk
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Environmental Protection Agency

Shirley Myers
Shirley Myers
Governor's Office

Michael E. Thompson
Michael E. Thompson
Office of Collective Bargaining

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Wilhelmina M. Eblin
Department of Highway Safety

James Burnosky
James Burnosky
Department of Human Services

Stephen J. Toth
Stephen J. Toth
Department of Industrial Relations

John F. Ward
John F. Ward
Department of Insurance

John E. Thomas
John E. Thomas
Library Board

Michael L. Livengood
Michael L. Livengood
Department of Liquor Control

Rudolph M. Stralka
Rudolph M. Stralka
Lottery Commission

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John R. Rauch
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Marilyn L. Reiner
Marilyn L. Reiner
Dept. of Mental Retardation

John Weiser
John Weiser
Department of Natural Resources

Michael J. D'Arcy
Michael J. D'Arcy
Department of Health

Gary E. Vigorito
Gary E. Vigorito
Public Utilities Commission

Nicholas G. Menadis
Nicholas G. Menadis
Dept. of Rehab. & Corrections

Bruce A. Krotke
Bruce A. Krotke
Rehab. Services Commission

Nicholas E. Delaney
Nicholas E. Delaney
Department of Taxation

Mary A. Abel
Mary A. Abel
Department of Transportation

Ron Canic
Ron Canic
Veteran's Children's Home

Tony Washington
Tony Washington
Veteran's Home

Tom Winters
Tom Winters
Worker's Compensation

Donald E. Elder
Donald E. Elder
Department of Youth Services

John E. Patterson
John E. Patterson
Department of Youth Services

APPENDIX A**Classifications — Bargaining Unit 3**

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

Class No.	Title
30211	Security Technician 1
30212	Security Technician 2
30281	Youth Program Specialist
44141	Psychiatric Attendant
44142	Psychiatric Attendant Coordinator 1
46111	Security Officer 1
46112	Security Officer 2
46113	Security Officer 3
46512	Youth Leader 2
46513	Youth Leader 3
46532	Correction Officer 2

APPENDIX B**Classifications — Bargaining Unit 4**

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

Class No.	Title
17322	Social Service Aide 2
18111	Teacher Aide 1
18112	Teacher Aide 2
18113	Teacher Aide 3
18131	Vocation Instructor 1
18132	Vocation Instructor 2
18141	Rehabilitation Aide
18531	Recreation Aide
30271	Pharmacy Administrative Assistant
42421	Nutritionist Aide
42711	Cosmetologist
42731	Barber
42741	Pharmacy Attendant
44111	Hospital Aide
44112	Therapeutic Program Worker
44114	Hospital Aide Coordinator 1
44115	Hospital Aide Coordinator 2
44161	Licensed Practical Nurse
44211	Activities Aide
44213	General Activities Therapist 1
44214	General Activities Therapist 2
44221	Activity Therapy Specialist 1
44222	Activity Therapy Specialist 2
44260	Therapy Aide
44261	Licensed Physical Therapy Assistant
44310	Occupational Therapy Assistant
44731	Mental Health Technician 1
44732	Mental Health Technician 2
46521	Child Care Worker
65311	Emergency Medical Technician - Ambulance
65312	Advanced Emergency Medical Technician - Ambulance
65313	Paramedic

86116	Phlebotomist
86311	Dental Technician 1
86312	Dental Technician 2
86313	Dental Assistant 1
86314	Dental Assistant 2
86322	X-Ray Technician 2
86324	X-Ray Technologist
86331	EEG Technician
86333	EEG Specialist

APPENDIX C**Classifications — Bargaining Unit 5**

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

Class No.	Title
14211	Commissary Worker
30021	Custodial Work Coordinator
30031	Laundry Work Coordinator
30061	Correctional Laundry Coordinator
30171	Commissary Coordinator
42111	Custodial Worker
42321	Meatcutter 1
42322	Meatcutter 2
42331	Baker 1
42332	Baker 2
42341	Food Service Worker
42351	Cook 1
42352	Cook 2
42411	Food Service Coordinator 1
42412	Food Service Coordinator 2
42422	Dietition Assistant
42442	Food Consultant
42451	Correctional Food Service Coordinator 1
42452	Correctional Food Service Coordinator 2
42511	Fabric Worker 1
42512	Fabric Worker 2
42513	Fabric Worker 3
42521	Laundry Worker

APPENDIX D**Classifications — Bargaining Unit 6**

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

Class No.	Title
22131	YCC Work Leader
22151	CCC Dormitory Advisor
22270	Wildlife Conservation Aide
22271	Wildlife Technician
22311	Forestry Technician
22511	Parks Conservation Aide
22515	Parks Conservation Crew Leader
22551	Lock Area Technician
22560	Campground Attendant
22565	Campground Coordinator 1
22566	Campground Coordinator 2

22831	Conservation Worker	53214	Highway Worker 4
22833	Conservation Aide	53221	Bridge and Lock Tender
22836	Conservation Crew Leader	53231	Bridge Worker 1
30081	Treatment Plant Operations Coordinator	53232	Bridge Worker 2
46541	Correctional Farm Supervisor 1	53241	Routemarker 1
46542	Correctional Farm Supervisor 2	53242	Routemarker 2
46551	Penal Workshop Supervisor 1	53243	Routemarker 3
46552	Penal Workshop Supervisor 2	53261	Foundation Mechanic
46553	Penal Workshop Quality Control Specialist	53263	Foundation Mechanic Crew Leader
52111	Automotive Body Repair Worker 1	53320	Signal Electrician Assistant
52112	Automotive Body Repair Worker 2	53321	Lineworker
52121	Automotive Service Worker	53322	Signal Electrician 1
52122	Automotive Tire Repair Worker	53323	Signal Electrician 2
52130	Assistant Automotive Mechanic	53411	Sign Worker 1
52131	Automotive Mechanic 1	53412	Sign Worker 2
52132	Automotive Mechanic 2	53511	Farm Laborer 1
52133	Automotive Mechanic 3	53521	Dairy Worker 1
52170	Equipment Maintenance Coordinator	53522	Dairy Worker 2
52211	Mason	53541	Farm Specialist
52221	Plasterer	53611	Groundskeeper 1
52231	Steam Fitter	53612	Groundskeeper 2
52240	Assistant Carpenter	53613	Groundskeeper 3
52241	Carpenter 1	53621	Golf Course Worker 1
52242	Carpenter 2	53622	Golf Course Worker 2
52251	Painter 1	53631	Roadside Park Caretaker 1
52252	Painter 2	53632	Roadside Park Caretaker 2
52260	Assistant Plumber	53633	Roadside Park Caretaker
52261	Plumber 1	53811	Laborer
52262	Plumber 2	53813	Laborer Crew Leader
52271	Sheet Metal Worker 1	53821	Delivery Worker 1
52272	Sheet Metal Worker 2	53822	Delivery Worker 2
52281	Electrician 1	53831	Mover 1
52282	Electrician 2	53832	Mover 2
52290	Assistant Air Quality Technician	53833	Mover 3
52291	Air Quality Technician 1	53841	Parking Facility Attendant
52292	Air Quality Technician 2	53851	Exterminator
52311	Machinist 1	54211	Aircraft Attendant
52312	Machinist 2	54221	Aircraft Mechanic 1
52321	Welder 1	54222	Aircraft Mechanic 2
52322	Welder 2	54223	Aircraft Maintenance Coordinator
52341	Laboratory Machinist 1	54411	Equipment Operator 1
52342	Laboratory Machinist 2	54412	Equipment Operator 2
52351	Adaptive Equipment Technician	54413	Equipment Operator 3
52831	Upholsterer 1	54421	Dredge Operator 1
52851	Tailor 1	54422	Dredge Operator 2
52852	Tailor 2	54441	Vehicle Operator 1
52861	Locksmith 1	54442	Vehicle Operator 2
52862	Locksmith 2	54451	Ambulance Operator 1
53111	Maintenance Repair Worker 1	54452	Ambulance Operator 2
53112	Maintenance Repair Worker 2	54461	Research Vessel Operator
53113	Maintenance Repair Worker 3	54511	Boiler Maintenance Worker
53121	Maintenance Inspector	54513	Boiler Repair Worker
53211	Highway Worker 1	54531	Stationary Engineer 1
53212	Highway Worker 2	54532	Stationary Engineer 2
53213	Highway Worker 3	54541	Boiler Operator 1

54542 Boiler Operator 2
 54610 Treatment Plant Aide
 54611 Treatment Plant Operator
 54621 Treatment Plant Supervisor 1
 54713 Sawyer 3

APPENDIX E

Classifications — Bargaining Unit 7

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

Class No.	Title
21111	Livestock Inspector
21121	Grain Warehouse Examiner 1
21122	Grain Warehouse Examiner 2
21123	Grain Warehouse Licensing Specialist
21131	Feed and Fertilizer Inspector
21141	Apiary Inspector
21151	Seed Inspector
21153	Seed Analyst
21162	Plant Pest Control Specialist
21171	Pesticide Control Specialist
21210	Egg Products Inspector
21211	Poultry Products Grader
21221	Fruit and Vegetable Inspector
21231	Meat Inspector 1
21232	Meat Inspector 2
21233	Meat Inspection Specialist
21241	Food and Drug Inspector
21251	Weights and Measures Inspector
21253	Weights and Measures Technologist
21511	Cosmetology Inspector
21512	Cosmetology Examiner
21521	Barber Inspector
21561	Pharmacy Board Compliance Agent
21562	Pharmacy Board Enforcement Agent
21581	Amusement Ride and Game Inspector
21591	Nursing Board Enforcement Agent
23111	Public Utilities Transportation Investigator 1
23112	Public Utilities Transportation Investigator 2
23121	Public Utilities Transportation Examiner 1
23122	Public Utilities Transportation Examiner 2
23131	Public Utilities Compliance Investigator 1
23132	Public Utilities Compliance Investigator 2
23311	Railroad Inspector 1
23312	Railroad Inspector 2
23313	Railroad Inspector 3
24111	Building Inspector
24121	Boiler Inspector
24123	Nuclear Boiler Inspector
24131	Electrical Inspector
24141	Elevator Inspector
24151	High Pressure Piping Inspector
24161	Plumbing Inspector 1
24162	Plumbing Inspector 2
24311	Load Limit Inspector

24321	Motor Vehicle Inspector
24331	Drivers License Examiner 1
24332	Drivers License Examiner 2
24411	Industrial Safety Inspector 1
24412	Industrial Safety Inspector 2
24416	Industrial Safety Specialist
24421	Safety and Health Compliance Officer
24431	Safety and Health Inspector 1
24432	Safety and Health Inspector 2
24441	Safety and Health Coordinator
24442	Safety and Health Consultant
24471	Industrial Safety Hygienist 1
24472	Industrial Safety Hygienist 2
24473	Industrial Safety Hygienist 3
24474	Industrial Safety Hygienist 4
24481	Industrial Safety Consultant 1
24482	Industrial Safety Consultant 2
24483	Industrial Safety Consultant 3
24487	Industrial & Construction Accident Prevention Specialist
24710	Mine Safety Inspector 1
24711	Mine Safety Inspector 2
24715	Mine Rescue Operations Coordinator
24721	Oil and Gas Well Inspector
24741	Reclamation Inspector 1
24742	Reclamation Inspector 2
24911	Racing Inspector
24921	Embalmer and Funeral Facility Inspector
24941	Aviation Specialist 1
24942	Aviation Specialist 2
26110	Institutional Identification Officer
26121	Criminal Investigator 1
26122	Criminal Investigator 2
26211	Investigator 1
26212	Investigator 2
26213	Investigator 3
26215	Investigation Specialist
26221	Insurance Investigator 1
26222	Insurance Investigator 2
26521	Fire Safety Inspector 1
26522	Fire Safety Inspector 2
26531	Arson Investigator 1
26532	Arson Investigator 2
26560	Fire Training Equipment Technician
26571	Hazardous Materials Technician
26573	Hazardous Materials Coordinator
30041	Fire Safety Specialist
30131	Project Inspection Coordinator
52421	Radio Technician 1
52422	Radio Technician 2
52423	Radio Technician 3
52611	Broadcasting Technician 1
52612	Broadcasting Technician 2
52615	TV and Radio Production Coordinator
52643	Audio/Visual Repair Worker

52645 Audio/Visual Specialist
 52711 Bindery Operator 1
 52712 Bindery Operator 2
 52721 Printing Technician 1
 52722 Printing Technician 2
 52731 Printing Machine Operator 1
 52732 Printing Machine Operator 2
 52733 Printing Machine Operator 3
 54571 Steam Engineer Examiner
 64921 Hazardous Materials Specialist
 66771 Insurance Licensing Examiner
 69473 Case Control Reviewer
 69481 Social Services Licensing Specialist
 82111 Graphic Artist
 82121 Layout Design Artist
 82211 Photographer 1
 82212 Photographer 2
 82214 Photographic Specialist
 82220 Photo Laboratory Assistant
 82221 Photo Laboratory Technician 1
 82222 Photo Laboratory Technician 2
 82311 Cartographer 1
 82312 Cartographer 2
 82321 Photogrammetry Technician 1
 82322 Photogrammetry Technician 2
 84111 Drafting Technician 1
 84112 Drafting Technician 2
 84113 Drafting Coordinator
 84211 Survey Technician 1
 84212 Survey Technician 2
 84213 Survey Technician 3
 84311 Engineering Aide 1
 84312 Engineering Aide 2
 84321 Materials Controller 1
 84322 Materials Controller 2
 84323 Materials Controller 3
 84331 Bituminous Plant Inspector
 84334 Bituminous Plant Coordinator
 84351 Project Inspector 1
 84352 Project Inspector 2
 84353 Project Inspector 3
 84411 Electronic Technician 1
 84412 Electronic Technician 2
 84611 Environmental Technician 1
 84612 Environmental Technician 2
 84621 Radiological Health Specialist
 84631 Radiological Analyst
 84641 Health Physics Technician
 86110 Laboratory Assistant
 86111 Laboratory Technician 1
 86112 Laboratory Technician 2
 86115 Laboratory Technologist
 86510 Geology Technician

APPENDIX F
Classifications — Bargaining Unit 9

The following classifications, including any parenthetical subtitles, are included in Bargaining Unit Nine (except for those positions which are confidential, supervisory, managerial, fiduciary or are on the staff of the Governor):

Class No.	Title
12111	Clerk 1
12112	Clerk 2
12113	Clerical Specialist
12121	Statistics Clerk
12131	Telephone Operator 1
12132	Telephone Operator 2
12321	Data Processor 1
12322	Data Processor 2
12323	Data Processor 3
12331	Data Entry Operator 1
12332	Data Entry Operator 2
12333	Data Entry Operator 3
12341	Data Librarian 1
12342	Data Librarian 2
12361	Data Technician 1
12362	Data Technician 2
12365	Data Control Technician
12371	Computer Operator 1
12372	Computer Operator 2
12411	Accounting Machine Operator 1
12412	Accounting Machine Operator 2
12421	Office Machine Operator 1
12422	Office Machine Operator 2
12423	Office Machine Operator 3
12511	Typist 1
12512	Typist 2
12513	Technical Typist
12531	Stenographer 1
12532	Stenographer 2
12551	Secretary 1
12552	Secretary 2
12611	Word Processing Specialist 1
12612	Word Processing Specialist 2
12613	Word Processing Specialist 3
12711	Hearings Bailiff
12731	Mail Clerk/Messenger
14711	Stores Clerk
14721	Mechanical Stores Clerk
14731	Chemical Stores Clerk
14741	Storekeeper 1
14742	Storekeeper 2
16111	Cashier 1
16112	Cashier 2
16511	Account Clerk 1
16512	Account Clerk 2
16513	Account Clerk 3
16521	Payroll Processing Specialist 1
16522	Payroll Processing Specialist 2

16740	Claims Assistant
16741	Claims Examiner 1
16742	Claims Examiner 2
16743	Claims Examiner 3
16744	Claims Examiner 4
16746	Claims Specialist
16771	Disability Insurance Claims Examiner
16773	Disability Insurance Claims Specialist
16831	Administrative Secretary 1
17222	Income Maintenance Worker 2
17223	Income Maintenance Worker 3
18311	Library Assistant
18313	Library Media Technical Assistant 1
18314	Library Media Technical Assistant 2
18321	Library Associate 1
30001	Clerical Technician
30011	Account Clerk Specialist
30341	OBM Pre-Release Examiner
52412	Communication Technician 2
52413	Communication Technician 3
52415	Communication Technician Specialist
52431	Radio Operator 1
52432	Radio Operator 2
52441	Radio Dispatcher
52741	Printing Coordinator 1
54431	Bookmobile Operator
63110	Forms Control Specialist
64210	Employment Services Interviewer
64211	Employment Services Representative
64213	Veteran Employment Representative
64214	Disabled Veteran Outreach Specialist
64222	Employment Services Counselor
64234	Employment Manpower Representative
64240	Employment Services Coordinator
64271	Employment Contract Specialist
64331	Law Librarian
64341	Tour Guide
64343	Tour Coordinator
64371	Travel Counselor 1
64372	Travel Counselor 2
64430	Public Inquiries Assistant 1
64431	Public Inquiries Assistant 2
64511	Purchasing Assistant 1
64512	Purchasing Assistant 2
64551	Inventory Control Specialist 1
64610	Personnel Aide
64670	Test Monitor
64681	Employee Benefits Coordinator 1
64682	Employee Benefits Coordinator 2
66121	Examiner 1
66122	Examiner 2
66123	Examiner 3
66124	Examiner 4
66191	Nursing Home and Hospital Examiner 1
66561	Student Loan Specialist 1

66562	Student Loan Specialist 2
66563	Student Loan Specialist 3
66751	Safety Responsibility Evaluator 1
66753	Safety Responsibility Evaluator 3
66931	Nosologist
84361	Technical Writer 1
84362	Technical Writer 2
84371	Engineering Clerk
84381	Traffic Technician 1
84382	Traffic Technician 2
84392	Traffic Analyst 2
84571	Permit Technician 1
84572	Permit Technician 2
84573	Permit Coordinator

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):

Class No.	Title
22211	Assistant Wildlife Area Supervisor
22215	Wildlife Area Coordinator
22217	Wildlife Management Supervisor 1
22221	Fish Unit Leader
22225	Fish Management Coordinator
22231	Fish Hatchery Coordinator
22281	Wildlife Biologist 1
22282	Wildlife Biologist 2
22321	Forester 1
22322	Forester 2
22325	Assistant Staff Forester
22330	Assistant Forest Manager
22351	Assistant Nursery Manager
22411	Preserve Coordinator
22540	Naturalist Aide
22541	Naturalist 1
52616	TV and Radio Communications Specialist
63281	Facilities Planner
65731	Sanitarian 1
65732	Sanitarian 2
65733	Sanitarian 3
65734	Sanitarian Program Consultant
65761	Epidemiology Investigator 1
65762	Epidemiology Investigator 2
65763	Epidemiology Investigator 3
65912	Veterinarian Specialist
66361	Energy Specialist
82325	Photogrammetry Supervisor 1
82331	Photogrammetry Coordinator
83211	Microbiologist 1
83212	Microbiologist 2
83213	Microbiologist 3
83215	Microbiology Supervisor 1
83221	Chemist 1

83222	Chemist 2
83223	Chemist 3
83225	Chemical Laboratory Supervisor 1
83231	Entomologist
83251	Medical Laboratory Technologist 1
83252	Medical Laboratory Technologist 2
83271	Biologist 1
83272	Biologist 2
83421	Environmental Scientist 1
83422	Environmental Scientist 2
83431	Air and Water Quality Scientist 1
83441	Solid Waste Scientist 1
83451	Ecological Analyst 1
83452	Ecological Analyst 2
83461	Emergency Response Coordinator
83811	Soils Resource Specialist 1
83813	Soils Resource Specialist 3
83821	Geologist 1
83822	Geologist 2
83823	Geologist 3
83824	Geologist 4
83831	Horticulturalist 1
83832	Horticulturalist 2
84642	Health Physicist 1
84643	Health Physicist 2
85110	Architect Associate
85111	Architect 1
85112	Architect 2
85211	Plans Examiner
85311	Planner 1
85312	Planner 2
85313	Planner 3
85411	Planning Engineer 1
85420	Design Engineer Intern
85421	Design Engineer 1
85422	Design Engineer 2
85510	Project Engineer Intern
85511	Project Engineer 1
85512	Project Engineer 2
85521	Construction Engineer 1
85531	Maintenance Engineer 1
85541	Bridge Engineer 1
85561	Surveyor
85611	Aerial Engineer
85621	Field Engineer
85631	Testing Engineer 1
85651	Traffic Engineer 1
85710	Environmental Engineer Intern
85711	Environmental Engineer 1
85712	Environmental Engineer 2
85721	Air Quality Engineer 1
85731	Water Quality Engineer 1
85821	Design Specialist 1
85822	Design Specialist 2
85823	Design Specialist 3

85824	Design Specialist 4
85831	Construction Project Specialist 1
85833	Construction Project Specialist 2
85834	Construction Project Specialist 3
85835	Construction Project Specialist 4
85841	Testing Specialist
85851	Bridge Specialist
85910	Landscape Architect Aide
85912	Landscape Architect 2
85913	Landscape Architect 3

APPENDIX H

Classifications — Bargaining Unit 14

The following classifications, including any parenthetical subtitles, are included in Bargaining Unit Fourteen (except for those positions which are confidential, supervisory, managerial, fiduciary or are on the staff of the Governor):

Class No.	Title
16761	Disability Claims Adjudicator 1
16762	Disability Claims Adjudicator 2
16765	Disability Claims Specialist 1
16766	Disability Claims Specialist 2
22571	Assistant Park Manager 1
22572	Assistant Park Manager 2
24324	Motor Vehicle Enforcement Investigator
26541	Fire Safety Educator 1
26542	Fire Safety Educator 2
26561	Fire Training Officer 1
26562	Fire Training Officer 2
30091	Software Programmer
30101	Training Specialist
30291	MH/MR Program Coordinator
30321	MH Licensure/Certification Coordinator
46131	Security Specialist
54231	Aircraft Pilot 1
54232	Aircraft Pilot 2
63111	Forms Analyst 1
63112	Forms Analyst 2
63113	Forms Analyst 3
63121	Administrative Assistant 1
63122	Administrative Assistant 2 (Non-exempt only)
63123	Administrative Assistant 3 (Non-exempt only)
63151	Publication Specialist 1
63152	Publication Specialist 2
63161	Grants Coordinator 1
63162	Grants Coordinator 2
63211	Management Analyst 1
63212	Management Analyst 2
63213	Management Analyst 3 (Non-exempt only)
63214	Management Analyst 4 (Non-exempt only)
63271	Records Management Officer
63280	Space Planner
63291	State Records Management Analyst 1
63292	State Records Management Analyst 2
63311	Business Services Officer

63510 Assistant Liaison Officer
 63511 Liaison Officer 1
 63810 Legal Aide
 63821 Hearing Assistant
 63831 Hearing Officer
 63840 Legal Intern
 63841 Attorney 1
 63842 Attorney 2
 63843 Attorney 3
 63844 Attorney 4
 63881 Utilities Attorney Examiner 1
 63882 Utilities Attorney Examiner 2
 63891 Utility Attorney
 64111 Programmer/Analyst 1
 64112 Programmer/Analyst 2
 64113 Programmer/Analyst 3
 64114 Programmer/Analyst 4
 64115 Programmer/Analyst 5
 64121 Systems Analyst 1
 64124 Software Specialist 1
 64151 Data Systems Coordinator 1
 64152 Data Systems Coordinator 2
 64161 Data Security Specialist
 64361 Medical Records Librarian
 64362 Medical Records Consultant
 64411 Information Writer 1
 64412 Information Writer 2
 64415 Publications Editor
 64420 Public Information Specialist
 64520 Purchasing Specialist
 64521 Purchasing Agent 1
 64522 Purchasing Agent 2
 64552 Inventory Control Specialist 2
 64571 Business Enterprise Specialist 1
 64591 Purchasing Standards Analyst 1
 64592 Purchasing Standards Analyst 2
 64650 Trainer
 64651 Training Officer 1
 64652 Training Officer 2
 64671 Personnel Testing Specialist 1
 64672 Personnel Testing Specialist 2
 64713 Criminal Justice Planning Specialist
 64714 Criminal Justice Planner
 64811 Fine Arts Specialist 1
 64812 Fine Arts Specialist 2
 64813 Fine Arts Specialist 3
 64911 Disaster Services Administrator 1
 64912 Disaster Services Administrator 2
 65221 Mental Health Administrator 1
 65222 Mental Health Administrator 2
 (Non-exempt only)
 66111 Accountant 1
 66112 Accountant 2
 66113 Accountant 3
 66125 Examiner 5

66131 Tax Commissioner Agent 1
 66132 Tax Commissioner Agent 2
 66133 Tax Commissioner Agent 3
 66134 Tax Commissioner Agent 4
 66135 Tax Commissioner Agent 5
 66141 Financial Institution Examiner 1
 66142 Financial Institution Examiner 2
 66143 Financial Institution Examiner 3
 66144 Financial Institution Examiner 4
 66145 Financial Institution Examiner Specialist
 66161 Utility Examiner 1
 66162 Utility Examiner 2
 66163 Utility Examiner 3
 66171 Student Loan Area Representative 1
 66192 Nursing Home and Hospital Examiner 2
 66193 Nursing Home and Hospital Examiner 3
 66311 Development Specialist 1
 66312 Development Specialist 2
 66321 Economist
 66340 Market Reporter
 66350 Assistant Foreign Office Manager
 66511 Budget Officer 1
 66512 Budget Officer 2
 66530 Fiscal Specialist
 66551 Contract Evaluator/Negotiator
 66553 Contract Evaluator/Negotiator Specialist
 66711 Actuary 1
 66712 Actuary 2
 66721 Internal Insurance Examiner
 66731 Internal Insurance Examination Supervisor 1
 66741 Insurance Rate Analyst
 66744 Insurance Rate Supervisor 1
 66761 Traffic Safety Specialist
 66911 Statistician 1
 66912 Statistician 2
 66913 Statistician 3
 66921 Researcher 1
 66922 Researcher 2
 66923 Researcher 3
 66941 Utility Rate Analyst 1
 66942 Utility Rate Analyst 2
 66943 Utility Rate Analyst 3
 69111 Civil Rights Field Representative 1
 69112 Civil Rights Field Representative 2
 69113 Civil Rights Field Representative 3
 69121 Civil Rights Specialist
 69123 Civil Rights Compliance Coordinator
 69131 EEO Officer 1
 69132 EEO Officer 2
 69160 Assistant EEO Contract Compliance Officer
 69161 EEO Contract Compliance Officer 1
 69162 EEO Contract Compliance Officer 2
 69171 EEO Agency Compliance Officer 1
 69182 EEO Investigator 2
 69191 EEO Program Specialist

84511 Appraiser 1
 84512 Appraiser 2
 84513 Appraiser 3
 84514 Appraisal Specialist
 84522 Review Appraiser 2
 84523 Review Appraiser 3
 84525 Review Appraiser Supervisor
 84531 Property Management Specialist 1
 84532 Property Management Specialist 2
 84534 Property Management Coordinator
 84541 Relocation Agent 1
 84542 Relocation Agent 2
 84544 Relocation Coordinator
 84551 Title Agent 1
 84552 Title Agent 2
 84553 Title Agent 3
 84561 Property Agent 1
 84562 Property Agent 2
 84563 Property Agent 3
 84581 Utilities Relocation Technician 1
 84582 Utilities Relocation Technician 2
 84583 Utilities Relocation Technician 3
 84711 Highway Development Coordinator 1
 84712 Highway Development Coordinator 2

APPENDIX I

Classification Groupings - Bargaining Unit 3

1. 30211 Security Technician 1
 30212 Security Technician 2
 46111 Security Officer 1
 46112 Security Officer 2
 46113 Security Officer 3
 44141 Psych Attendant
 44142 Psych Attendant Coordinator
2. 30211 Security Technician 1
 30212 Security Technician 2
 46111 Security Officer 1
 46112 Security Officer 2
 46113 Security Officer 3
 30281 Youth Program Specialist
 46512 Youth Leader 2
 46513 Youth Leader 3
3. 30211 Security Technician 1
 30212 Security Technician 2
 46111 Security Officer 1
 46112 Security Officer 2
 46113 Security Officer 3
 46532 Correction Officer 2
4. 30211 Security Technician 1
 30212 Security Technician 2
 46111 Security Officer 1
 46112 Security Officer 2
 46113 Security Officer 3
 46131 Security Specialist (from Unit 14, Group 1)

Classification Groupings - Bargaining Unit 4

1. 17322 Social Service Aide 2
 44731 Mental Health Tech 1
 44732 Mental Health Tech 2
 2. 18111 Teacher Aide 1
 18112 Teacher Aide 2
 18113 Teacher Aide 3
 18131 Vocational Instructor 1
 18132 Vocational Instructor 2
 3. 30271 Pharmacy Administrative Assistant
 30291 MH/MR Program Coordinator
 (from Unit 14, Group 13)
 44111 Hospital Aide
 44112 Therp. Program Worker
 44114 Hospital Aide Coordinator 1
 44115 Hospital Aide Coordinator 2
 44161 License Prac. Nurse
 42741 Pharmacy Attendant
 4. 18141 Rehabilitation Aide
 18531 Recreation Aide
 44211 Activities Aide
 44213 General Activities Therapist 1
 44214 General Activities Therapist 2
 44221 Activity Therapist Specialist 1
 44222 Activity Therapist Specialist 2
 5. 65311 Emergency Medical Technician - Ambulance
 65312 Advanced Emer. Med. Tech. - Ambulance
 65313 Paramedic
 86116 Phlebotomist
 6. 44111 Hospital Aide*
 86311 Dental Technician 1
 86312 Dental Technician 2
 86313 Dental Assistant 1
 86314 Dental Assistant 2
 7. 44111 Hospital Aide*
 86322 X-Ray Technician 2
 86324 X-Ray Technologist
 8. 86331 EEG Technician
 86333 EEG Specialist
 9. 42711 Cosmetologist
 42731 Barber
 44111 Hospital Aide*
 10. 46521 Child Care Worker
- *Only those Dental Techs, EEG Techs or Cosmetologists or Barbers who have previously held a Hospital Aide position can bump back to a Hospital Aide.
11. 42421 Nutritionist Aide
 12. 44310 Occupational Therapy Assistant
 44260 Therapy Aide
 44261 License Physical Therapy Assistant
- Classification Groupings - Bargaining Unit 5**
1. 42111 Custodial Worker
 30021 Custodial Work Coordinator
 2. 42321 Meatcutter 1

- 42322 Meatcutter 2
 - 42331 Baker 1
 - 42332 Baker 2
 - 42341 Food Service Worker
 - 42351 Cook 1
 - 42352 Cook 2
 - 42411 Food Service Coordinator 1
 - 42412 Food Service Coordinator 2
 - 42421 Nutritionist Aide
 - 42422 Dietition Assistant
 - 42442 Food Consultant
 - 42451 Correctional Food Service Coordinator 1
 - 42452 Correctional Food Service Coordinator 2
 - 3. 42511 Fabric Worker 1 (see also Unit 6, Group 12)
 - 42512 Fabric Worker 2 (see also Unit 6, Group 12)
 - 42513 Fabric Worker 3 (see also Unit 6, Group 12)
 - 42521 Laundry Worker
 - 30031 Laundry Work Coordinator
 - 30061 Correctional Laundry Coordinator
 - 4. 14211 Commissary Worker
 - 30171 Commissary Coordinator
- Classification Groupings - Bargaining Unit 6**
- 1. 22131 YCC Work Leader
 - 22151 CCC Dormitory Advisor
 - 2. 22311 Forestry Technician
 - 22511 Parks Conservation Aide
 - 22515 Parks Conservation Crew Leader
 - 22560 Campground Attendant
 - 22565 Campground Coordinator 1
 - 22566 Campground Coordinator 2
 - 22831 Conservation Worker
 - 22833 Conservation Aide
 - 22836 Conservation Crew Leader
 - 53811 Laborer
 - 53813 Laborer Crew Leader
 - 53621 Golf Course Worker 1
 - 53622 Golf Course Worker 2
 - 54713 Sawyer 3
 - 3. 53631 Roadside Park Caretaker 1
 - 53632 Roadside Park Caretaker 2
 - 53633 Roadside Park Caretaker 3
 - 53611 Groundskeeper 1
 - 53612 Groundskeeper 2
 - 53613 Groundskeeper 3
 - 4. 22270 Wildlife Conservation Aide (see also Unit 13, Group 2)
 - 22271 Wildlife Technician (see also Unit 13, Group 2)
 - 5. 46551 Penal Workshop Supervisor 1
 - 46552 Penal Workshop Supervisor 2
 - 46553 Penal Workshop Quality Control Specialist
 - 6. 46541 Correction Farm Supervisor 1
 - 46542 Correction Farm Supervisor 2
 - 53511 Farm Laborer 1
 - 53521 Dairy Worker 1

- 53522 Dairy Worker 2
- 53541 Farm Specialist
- 7. 52111 Auto Body Repair Worker 1
- 52112 Auto Body Repair Worker 2
- 52121 Auto Service Worker
- 52122 Auto Tire Repair Worker
- 52130 Assistant Auto Mechanic
- 52131 Auto Mechanic 1
- 52132 Auto Mechanic 2
- 52133 Auto Mechanic 3
- 52170 Equipment Maintenance Coordinator
- 8. 52211 Mason
- 52221 Plasterer
- 52240 Assistant Carpenter
- 52241 Carpenter 1
- 52242 Carpenter 2
- 52251 Painter 1
- 52252 Painter 2
- 52260 Assistant Plumber
- 52261 Plumber 1
- 52262 Plumber 2
- 52271 Sheet Metal Worker 1
- 52272 Sheet Metal Worker 2
- 52281 Electrician 1
- 52282 Electrician 2
- 52290 Assistant Air Quality Technician
- 52291 Air Quality Technician 1
- 52292 Air Quality Technician 2
- 52311 Machinist 1
- 52312 Machinist 2
- 52321 Welder 1
- 52322 Welder 2
- 52861 Locksmith 1
- 52862 Locksmith 2
- 53111 Maintenance Repair Worker 1
- 53112 Maintenance Repair Worker 2
- 53113 Maintenance Repair Worker 3
- 53121 Maintenance Inspector
- 9. 52231 Steam Fitter
- 52260 Assistant Plumber
- 52261 Plumber 1
- 52262 Plumber 2
- 10. 54511 Boiler Maintenance Worker
- 54513 Boiler Repair Worker
- 54531 Stationary Engineer 1
- 54532 Stationary Engineer 2
- 54541 Boiler Operator 1
- 54542 Boiler Operator 2
- 11. 54610 Treatment Plant Aide
- 54611 Treatment Plant Operator
- 54621 Treatment Plant Supervisor 1
- 30081 Treatment Plant Operations Coordinator
- 12. 42511 Fabric Worker 1 (from Unit 5, Group 3)
- 42512 Fabric Worker 2 (from Unit 5, Group 3)
- 42513 Fabric Worker 3 (from Unit 5, Group 3)

- 52831 Upholsterer 1
- 52851 Tailor 1
- 52852 Tailor 2
- 13. 53211 Highway Worker 1
- 53212 Highway Worker 2
- 53213 Highway Worker 3
- 53214 Highway Worker 4
- 53231 Bridge Worker 1
- 53232 Bridge Worker 2
- 53241 Routemarker 1
- 53242 Routemarker 2
- 53243 Routemarker 3
- 53261 Foundation Mechanic
- 53263 Foundation Mechanic Crew Leader
- 53411 Sign Worker 1
- 53412 Sign Worker 2
- 53631 Roadside Park Caretaker 1
- 53632 Roadside Park Caretaker 2
- 53633 Roadside Park Caretaker 3
- 54411 Equipment Operator 1
- 54412 Equipment Operator 2
- 54413 Equipment Operator 3
- 14. 54421 Dredge Operator 1
- 54422 Dredge Operator 2
- 54411 Equipment Operator 1
- 54412 Equipment Operator 2
- 54413 Equipment Operator 3
- 15. 53320 Signal Electrician Assistant
- 53321 Lineworker
- 53322 Signal Electrician 1
- 53323 Signal Electrician 2
- 16. 53821 Delivery Worker 1
- 53822 Delivery Worker 2
- 54441 Vehicle Operator 1
- 54442 Vehicle Operator 2
- 54451 Ambulance Operator 1
- 54452 Ambulance Operator 2
- 53841 Parking Facility Attendant
- 54431 Bookmobile Operator (from Unit 9, Group 14)
- 17. 54211 Aircraft Attendant
- 54221 Aircraft Mechanic 1
- 54222 Aircraft Mechanic 2
- 54223 Aircraft Maintenance Coordinator
- 18. 54461 Research Vessel Operator
- 19. 53221 Bridge and Lock Tender
- 22551 Lock Area Technician
- 20. 53831 Mover 1
- 53832 Mover 2
- 53833 Mover 3
- 53811 Laborer
- 53813 Laborer Crew Leader
- 52341 Laboratory Machinist 1
- 52342 Laboratory Machinist 2
- 52351 Adaptive Equipment Technician
- 53851 Exterminator

Classification Groupings - Bargaining Unit 7

- 1. 21111 Livestock Inspector
- 21131 Feed Fertilizer Inspector
- 21141 Apiary Inspector
- 21151 Seed Inspector
- 21153 Seed Analyst
- 2. 21162 Plant Pest Control Specialist
- 21171 Pesticide Control Specialist
- 3. 21121 Grain Warehouse Examiner 1
- 21122 Grain Warehouse Examiner 2
- 21123 Grain Warehouse Licensing Specialist
- 4. 21210 Egg Products Inspector
- 21211 Poultry Products Grader
- 21221 Fruit and Vegetable Inspector
- 5. 21231 Meat Inspector 1
- 21232 Meat Inspector 2
- 21233 Meat Inspector Specialist
- 6. 21241 Food and Drug Inspector
- 21581 Amusement Ride and Game Inspector
- 7. 21251 Weights and Measures Inspector
- 21253 Weights and Measures Technician
- 8. 21511 Cosmetology Inspector
- 21512 Cosmetology Examiner
- 21521 Barber Inspector
- 9. 21561 Pharmacy Board Comp. Agent
- 21562 Pharmacy Board Enforcement Agent
- 21591 Nursing Board Enforcement Agent
- 10. 23111 PUCO Trans. Investigator 1
- 23112 PUCO Trans. Investigator 2
- 23121 PUCO Trans. Examiner 1
- 23122 PUCO Trans. Examiner 2
- 11. 23131 PUCO Compliance Investigator 1
- 23132 PUCO Compliance Investigator 2
- 12. 23311 Railroad Inspector 1
- 23312 Railroad Inspector 2
- 23313 Railroad Inspector 3
- 13. 24121 Boiler Inspector
- 24151 High Pressure Piping Inspector
- 14. 24123 Nuclear Boiler Inspector
- 15. 24131 Electrical Inspector
- 16. 24141 Elevator Inspector
- 17. 24161 Plumbing Inspector 1
- 24162 Plumbing Inspector 2
- 18. 24311 Load Limit Inspector
- 24321 Motor Vehicle Inspector
- 24324 Motor Vehicle Enforcement Investigator
(from Unit 14, Group 18)
- 19. 24331 Drivers License Examiner 1
- 24332 Drivers License Examiner 2
- 20. 24411 Industrial Safety Inspector 1
- 24412 Industrial Safety Inspector 2
- 24416 Industrial Safety Specialist
- 21. 24421 Safety and Health Comp. Officer
- 24431 Safety and Health Inspector 1
- 24432 Safety and Health Inspector 2

- 24441 Safety and Health Coordinator
- 24442 Safety and Health Consultant
- 22. 24471 Industrial Safety Hygienist 1
- 24472 Industrial Safety Hygienist 2
- 24473 Industrial Safety Hygienist 3
- 24474 Industrial Safety Hygienist 4
- 24481 Industrial Safety Consultant 1
- 24482 Industrial Safety Consultant 2
- 24483 Industrial Safety Consultant 3
- 24487 Industrial Cons.-Acc. Prevention Specialist
- 23. 24710 Mine Safety Inspector 1
- 24711 Mine Safety Inspector 2
- 24715 Mine Rescue Operations Coordinator
- 24. 24721 Oil and Gas Well Inspector
- 25. 24741 Reclamation Inspector 1
- 24742 Reclamation Inspector 2
- 26. 24911 Racing Inspector
- 27. 24921 Embalmer and Funeral Facility Inspector
- 28. 24941 Aviation Specialist 1
- 24942 Aviation Specialist 2
- 30. 26110 Institutional Identification Officer
- 26121 Criminal Investigator 1
- 26122 Criminal Investigator 2
- 31. 26211 Investigator 1
- 26212 Investigator 2
- 26213 Investigator 3
- 26215 Investigator Spec.
- 66751 Safety Resp. Evaluator 1 (from Unit 9, Group 14)
- 32. 26221 Insurance Investigator 1
- 26222 Insurance Investigator 2
- 66771 Insurance Licensing Examiner
- 33. 26521 Fire Safety Inspector 1
- 26522 Fire Safety Inspector 2
- 26531 Arson Investigator 1
- 26532 Arson Investigator 2
- 26541 Fire Safety Educator 1 (from Unit 14, Group 18)
- 26542 Fire Safety Educator 2 (from Unit 14, Group 18)
- 26560 Fire Training Equipment Technician
- 26561 Fire Training Officer 1 (from Unit 14, Group 18)
- 26562 Fire Training Officer 2 (from Unit 14, Group 18)
- 26571 Hazardous Mat. Technician
- 26573 Hazardous Mat. Coordinator
- 30041 Fire Safety Specialist
- 64921 Hazardous Materials Specialist (see also Unit 13, Group 13)
- 83461 Emergency Response Coordinator (from Unit 13, Group 13)
- 34. 52421 Radio Technician 1
- 52422 Radio Technician 2
- 52423 Radio Technician 3
- 35. 52611 Broadcasting Technician 1
- 52612 Broadcasting Technician 2
- 52615 TV/Radio Prod. Coordinator
- 52616 TV/Radio Communication Specialist (from Unit 13, Group 18)

- 36. 52643 Audio/Visual Repair Worker
- 52645 Audio/Visual Specialist
- 37. 52711 Bindery Operator 1
- 52712 Bindery Operator 2
- 38. 52721 Printing Technician 1
- 52722 Printing Technician 2
- 52731 Printing Machine Operator 1
- 52732 Printing Machine Operator 2
- 52733 Printing Machine Operator 3
- 39. 54571 Steam Engineer Examiner
- 40. 69473 Case Control Reviewer
- 41. 69481 Social Services Licensing Specialist
- 42. 82111 Graphic Artist
- 82121 Layout Design Artist
- 43. 82211 Photographer 1
- 82212 Photographer 2
- 82214 Photographic Specialist
- 44. 82220 Photo Lab Assistant
- 82221 Photo Lab Technician 1
- 82222 Photo Lab Technician 2
- 45. 82311 Cartographer 1
- 82312 Cartographer 2
- 84111 Drafting Technician 1
- 84112 Drafting Technician 2
- 84113 Drafting Coordinator
- 85821 Design Specialist 1 (from Unit 13, Group 23)
- 85822 Design Specialist 2 (from Unit 13, Group 23)
- 85823 Design Specialist 3 (from Unit 13, Group 23)
- 85824 Design Specialist 4 (from Unit 13, Group 23)
- 85831 Construction Project Specialist 1 (from Unit 13, Group 23)
- 85833 Construction Project Specialist 2 (from Unit 13, Group 23)
- 85834 Construction Project Specialist 3 (from Unit 13, Group 23)
- 85835 Construction Project Specialist 4 (from Unit 13, Group 23)
- 85841 Testing Specialist (from Unit 13, Group 23)
- 85851 Bridge Specialist (from Unit 13, Group 23)
- 46. 82321 Photogrammetry Technician 1
- 82322 Photogrammetry Technician 2
- 82325 Photogrammetry Supervisor 1 (from Unit 13, Group 19)
- 82331 Photogrammetry Coordinator (from Unit 13, Group 19)
- 47. 84211 Survey Technician 1
- 84212 Survey Technician 2
- 84213 Survey Technician 3
- 84311 Engineering Aide 1
- 84312 Engineering Aide 2
- 85821 Design Specialist 1 (from Unit 13, Group 23)
- 85822 Design Specialist 2 (from Unit 13, Group 23)
- 85823 Design Specialist 3 (from Unit 13, Group 23)
- 85824 Design Specialist 4 (from Unit 13, Group 23)

- 85831 Construction Project Specialist 1
(from Unit 13, Group 23)
- 85833 Construction Project Specialist 2
(from Unit 13, Group 23)
- 85834 Construction Project Specialist 3
(from Unit 13, Group 23)
- 85835 Construction Project Specialist 4
(from Unit 13, Group 23)
- 85841 Testing Specialist (from Unit 13, Group 23)
- 85851 Bridge Specialist (from Unit 13, Group 23)
- 48. 84321 Material Controller 1
- 84322 Material Controller 2
- 84323 Material Controller 3
- 84331 Bituminous Plant Inspector
- 84334 Bituminous Plant Coordinator
- 84351 Project Inspector 1
- 84352 Project Inspector 2
- 84353 Project Inspector 3
- 30131 Project Inspector Coord.
- 85821 Design Specialist 1
(from Unit 13, Group 23)
- 85822 Design Specialist 2
(from Unit 13, Group 23)
- 85823 Design Specialist 3
(from Unit 13, Group 23)
- 85824 Design Specialist 4
(from Unit 13, Group 23)
- 85831 Construction Project Specialist 1
(from Unit 13, Group 23)
- 85833 Construction Project Specialist 2
(from Unit 13, Group 23)
- 85834 Construction Project Specialist 3
(from Unit 13, Group 23)
- 85835 Construction Project Specialist 4
(from Unit 13, Group 23)
- 85841 Testing Specialist
(from Unit 13, Group 23)
- 85851 Bridge Specialist
(from Unit 13, Group 23)
- 49. 84411 Electronic Technician 1
- 84412 Electronic Technician 2
- 50. 84611 Environmental Technician 1
- 84612 Environmental Technician 2
- 83421 Environmental Scientist 1
(from Unit 13, Group 13)
- 51. 84621 Radiological Health Specialist
- 84631 Radiological Analyst
- 84641 Health Physics Technician
- 84642 Health Physicist 1
(from Unit 13, Group 22)
- 84643 Health Physicist 2
(from Unit 13, Group 22)
- 52. 86110 Laboratory Assistant
- 86111 Laboratory Technician 1
- 86112 Laboratory Technician 2

- 86115 Laboratory Technologist
- 53. 86510 Geology Technician
- 83811 Soil Resource Specialist 1
- 54. 24111 Building Inspector

Classification Groupings - Bargaining Unit 9

- 1. 12111 Clerk 1
- 12112 Clerk 2
- 12113 Clerical Specialist
- 30001 Clerical Technician
- 12121 Statistics Clerk
- 66931 Nosologist
- 12511 Typist 1
- 12512 Typist 2
- 12513 Technical Typist
- 12531 Stenographer 1
- 12532 Stenographer 2
- 12551 Secretary 1
- 12552 Secretary 2
- 12611 Word Processing Specialist 1
- 12612 Word Processing Specialist 2
- 12613 Word Processing Specialist 3
- 16831 Administrative Secretary 1
- 12731 Mail Clerk/Messenger
- 12131 Telephone Operator 1
- 12132 Telephone Operator 2
- 63110 Forms Control Specialist
- 12711 Hearings Bailiff
- 63821 Hearing Assistant (from Unit 14, Group 13)
- 16521 Payroll Processing Specialist 1
- 16522 Payroll Processing Specialist 2
- 64371 Travel Counselor 1
- 64372 Travel Counselor 2
- 64670 Test Monitor
- 2. 14711 Stores Clerk
- 14721 Mechanical Stores Clerk
- 14731 Chemical Stores Clerk
- 14741 Storekeeper 1
- 14742 Storekeeper 2
- 64511 Purchasing Assistant 1
- 64512 Purchasing Assistant 2
- 64551 Inventory Control Specialist 1
- 3. 16111 Cashier 1
- 16112 Cashier 2
- 4. 16511 Account Clerk 1
- 16512 Account Clerk 2
- 16513 Account Clerk 3
- 30011 Account Clerk Specialist
- 16521 Payroll Processing Specialist 1
- 16522 Payroll Processing Specialist 2
- 30341 OBM Pre-Release Examiner
- 5. 12321 Data Processor 1
- 12322 Data Processor 2
- 12323 Data Processor 3
- 12331 Data Entry Operator 1
- 12332 Data Entry Operator 2

12333 Data Entry Operator 3
 12341 Data Librarian 1
 12342 Data Librarian 2
 12361 Data Technician 1
 12362 Data Technician 2
 12365 Data Control Technician
 12371 Computer Operator 1
 12372 Computer Operator 2
 6. 84361 Technical Writer 1
 84362 Technical Writer 2
 84371 Engineering Clerk
 7. 84381 Traffic Technician 1
 84382 Traffic Technician 2
 84392 Traffic Analyst 2
 8. 16740 Claims Assistant
 16741 Claims Examiner 1
 16742 Claims Examiner 2
 16743 Claims Examiner 3
 16744 Claims Examiner 4
 16746 Claims Specialist
 66121 Examiner 1
 66122 Examiner 2
 66123 Examiner 3
 66124 Examiner 4
 66125 Examiner 5 (from Unit 14, Group 12)
 66191 Nursing Home & Hospital Examiner 1
 64210 Employment Services Interviewer
 64211 Employment Services Representative
 64222 Employment Services Counselor
 64271 Employment Contract Specialist
 64213 Veterans Employment Representative
 64214 Disabled Vets Outreach Specialist
 9. 64234 Employment Manpower Representative
 64240 Employment Service Coordinator
 10. 16771 Disability Insurance Claims Examiner
 16773 Disability Insurance Claims Specialist
 11. 12411 Account Machine Operator 1
 12412 Account Machine Operator 2
 12. 12421 Office Machine Operator 1
 12422 Office Machine Operator 2
 12423 Office Machine Operator 3
 52741 Printing Coordinator 1
 13. 52431 Radio Operator 1
 52432 Radio Operator 2
 52441 Radio Dispatcher
 14. 17222 Income Maintenance Worker 2
 17223 Income Maintenance Worker 3
 64681 Employee Benefits Coordinator 1
 64682 Employee Benefits Coordinator 2
 66561 Student Loan Specialist 1
 66562 Student Loan Specialist 2
 66563 Student Loan Specialist 3
 64610 Personnel Aide
 18311 Library Assistant
 18321 Library Associate 1

18313 Library Media Technical Assistant 1
 18314 Library Media Technical Assistant 2
 52412 Communication Technician 2
 52413 Communication Technician 3
 52415 Communication Technician Spec.
 64331 Law Librarian
 84571 Permit Technician 1
 84572 Permit Technician 2
 84573 Permit Coordinator
 64341 Tour Guide
 64343 Tour Coordinator
 64371 Travel Counselor 1
 64372 Travel Counselor 2
 64430 Public Inquiries Assist 1
 64431 Public Inquiries Assist 2
 54431 Bookmobile Operator (see also Unit 6, Group 16)
 66751 Safety Responsibility Evaluator 1
 (see also Unit 7, Group 31)
 66753 Safety Responsibility Evaluator 3
 66761 Traffic Safety Specialist (from Unit 14, Group 23)

Classification Groupings - Bargaining Unit 13

1. 22211 Assistant Wildlife Area Supervisor
 22215 Wildlife Area Coordinator
 22217 Wildlife Management Supervisor 1
 2. 22270 Wildlife Conservation Aide
 (from Unit 6, Group 4)
 22271 Wildlife Technician (from Unit 6, Group 4)
 22281 Wildlife Biologist 1
 22282 Wildlife Biologist 2
 83271 Biologist 1
 83272 Biologist 2
 3. 22221 Fish Unit Leader
 22225 Fish Management Coordinator
 22231 Fish Hatchery Coordinator
 4. 22540 Naturalist Aide
 22541 Naturalist 1
 22325 Assistant Staff Forester
 22351 Assistant Nursery Manager
 22321 Forester 1
 22322 Forester 2
 22330 Assistant Forest Manager
 5. 22411 Preserve Coordinator
 83451 Ecological Analyst 1
 83452 Ecological Analyst 2
 6. 85411 Planning Engineer 1
 85420 Design Engineer Intern
 85421 Design Engineer 1
 85422 Design Engineer 2
 85510 Project Engineer Intern
 85511 Project Engineer 1
 85512 Project Engineer 2
 85521 Construction Engineer 1
 85531 Maintenance Engineer 1
 85541 Bridge Engineer 1
 85611 Aerial Engineer

- 85621 Field Engineer
- 85631 Testing Engineer 1
- 85651 Traffic Engineer 1
- 7. 85561 Surveyor
- 8. 65731 Sanitarian 1
- 65732 Sanitarian 2
- 65733 Sanitarian 3
- 65734 Sanitarian Program Consultant
- 9. 65912 Veterinarian Specialist
- 10. 66361 Energy Specialist
- 11. 83211 Microbiologist 1
- 83212 Microbiologist 2
- 83213 Microbiologist 3
- 12. 83221 Chemist 1
- 83222 Chemist 2
- 83223 Chemist 3
- 83225 Chemical Lab Supervisor 1 (Non-exempt only)
- 83251 Medical Lab Technologist 1
- 83252 Medical Lab Technologist 2
- 13. 64921 Hazardous Materials Specialist
(from Unit 7, Group 33)
- 83421 Environmental Scientist 1
(see also Unit 7, Group 50)
- 83422 Environmental Scientist 2
- 83431 Air & Water Quality Scientist 1
- 83441 Solid Waste Scientist 1
- 83461 Emergency Response Coordinator
(see also Unit 7, Group 33)
- 14. 83811 Soils Resource Specialist 1
- 83813 Soils Resource Specialist 3
- 83821 Geologist 1
- 83822 Geologist 2
- 83823 Geologist 3
- 83824 Geologist 4
- 15. 85110 Architect Associate
- 85111 Architect 1
- 85112 Architect 2
- 85211 Plans Examiner
- 16. 85710 Environmental Engineer Intern
- 85711 Environmental Engineer 1
- 85712 Environmental Engineer 2
- 85721 Air Quality Engineer 1
- 85731 Water Quality Engineer 1
- 17. 85910 Landscape Architect Aide
- 85912 Landscape Architect 2
- 85913 Landscape Architect 3
- 83831 Horticulturalist 1
- 83832 Horticulturalist 2
- 18. 52616 TV/Radio Communications Specialist
(see also Unit 7, Group 35)
- 19. 82325 Photogrammetry Supv. 1
(see also Unit 7, Group 46)
- 82331 Photogrammetry Coordinator
(see also Unit 7, Group 46)
- 20. 63281 Facilities Planner (see Unit 14, Group 23)

- 21. 85311 Planner 1
- 85312 Planner 2
- 85313 Planner 3
- 22. 83231 Entomologist
- 84642 Health Physicist 1 (see also Unit 7, Group 51)
- 84643 Health Physicist 2 (see also Unit 7, Group 51)
- 23. 85821 Design Specialist 1 (see also Unit 7, Group 45,
47 and 48)
- 85822 Design Specialist 2 (see also Unit 7, Group 45,
47 and 48)
- 85823 Design Specialist 3 (see also Unit 7, Group 45,
47 and 48)
- 85824 Design Specialist 4 (see also Unit 7, Group 45,
47 and 48)
- 85831 Construction Project Specialist 1 (see also Unit 7,
Group 45, 47 and 48)
- 85833 Construction Project Specialist 2 (see also Unit 7,
Group 45, 47 and 48)
- 85834 Construction Project Specialist 3 (see also Unit 7,
Group 45, 47 and 48)
- 85835 Construction Project Specialist 4 (see also Unit 7,
Group 45, 47 and 48)
- 85841 Testing Specialist (see also Unit 7, Group 45,
47 and 48)
- 85851 Bridge Specialist (see also Unit 7, Group 45,
47 and 48)
- 24. 65751 Epidemiology Investigator 1
- 65752 Epidemiology Investigator 2
- 65753 Epidemiology Investigator 3

Classification Groupings - Bargaining Unit 14

- 1. 64161 Data Security Specialist
- 46131 Security Specialist (see also Unit 3, Group 4)
- 2. 63151 Publications Specialist 1
- 63152 Publications Specialist 2
- 64411 Information Writer 1
- 64412 Information Writer 2
- 64415 Publications Editor
- 64420 Public Information Specialist
- 3. 64111 Programmer/Analyst 1
- 64112 Programmer/Analyst 2
- 64113 Programmer/Analyst 3
- 64114 Programmer/Analyst 4
- 64115 Programmer/Analyst 5
- 64121 Systems Analyst 1
- 64124 Software Specialist 1
- 64151 Data Systems Coordinator 1
- 64152 Data Systems Coordinator 2
- 30091 Software Programmer
- 4. 64520 Purchasing Specialist
- 64521 Purchasing Agent 1
- 64522 Purchasing Agent 2
- 64571 Business Enterprise Specialist 1
- 64591 Purchasing Standards Analyst 1
- 64592 Purchasing Standards Analyst 2
- 64552 Inventory Control Specialist 2

- 5. 64650 Trainer
- 64651 Training Officer 1
- 64652 Training Officer 2
- 30101 Training Specialist
- 6. 84511 Appraiser 1
- 84512 Appraiser 2
- 84513 Appraiser 3
- 84514 Appraisal Specialist
- 84522 Review Appraiser 2
- 84523 Review Appraiser 3
- 84525 Review Appraiser Supervisor
- 7. 84531 Property Management Specialist 1
- 84532 Property Management Specialist 2
- 84534 Property Management Coordinator
- 84541 Relocation Agent 1
- 84542 Relocation Agent 2
- 84544 Relocation Coordinator
- 84551 Title Agent 1
- 84552 Title Agent 2
- 84553 Title Agent 3
- 84561 Property Agent 1
- 84562 Property Agent 2
- 84563 Property Agent 3
- 84581 Utilities Relocation Technician 1
- 84582 Utilities Relocation Technician 2
- 84583 Utilities Relocation Technician 3
- 8. 84711 Highway Development Coordinator 1
- 84712 Highway Development Coordinator 2
- 9. 63831 Hearing Officer
- 63841 Attorney 1
- 63842 Attorney 2
- 63843 Attorney 3
- 63844 Attorney 4
- 63881 Utilities Attorney Examiner 1
- 63882 Utilities Attorney Examiner 2
- 63891 Utility Attorney
- 63840 Legal Intern
- 10. 63111 Forms Analyst 1
- 63112 Forms Analyst 2
- 63113 Forms Analyst 3
- 66350 Assistant Foreign Office Manager
- 66911 Statistician 1
- 66912 Statistician 2
- 66913 Statistician 3
- 66921 Researcher 1
- 66922 Researcher 2
- 66923 Researcher 3
- 66311 Development Specialist 1
- 66312 Development Specialist 2
- 63211 Management Analyst 1
- 63212 Management Analyst 2
- 63213 Management Analyst 3 (Non-exempt only)
- 63214 Management Analyst 4 (Non-exempt only)
- 63810 Legal Aide
- 11. 69123 Civil Rights Compliance Coordinator

- 69171 Equal Empl. Opportunity Agency Compl. Ofc. 1
- 69182 Equal Empl. Oppt. Investigator 2
- 69191 Equal Employment Oppt. Program Specialist
- 69111 Civil Rights Field Representative 1
- 69112 Civil Rights Field Representative 2
- 69113 Civil Rights Field Representative 3
- 69121 Civil Rights Specialist
- 69131 Equal Employment Opp. Officer 1
- 69132 Equal Employment Opp. Officer 2
- 69160 Asst. Equal Empl. Opp. Contr. Compl. Officer
- 69161 Equal Empl. Oppt. Cont. Compliance Officer 1
- 69162 Equal Empl. Oppt. Cont. Compliance Officer 2
- 12. 63161 Grants Coordinator 1
- 63162 Grants Coordinator 2
- 64713 Criminal Justice Planning Specialist
- 64714 Criminal Justice Planner
- 66171 Student Loan Area Representative
- 66511 Budget Officer 1
- 66512 Budget Officer 2
- 66530 Fiscal Specialist
- 66111 Accountant 1
- 66112 Accountant 2
- 66113 Accountant 3
- 63311 Business Service Officer
- 66125 Examiner 5 (see also Unit 9, Group 8)
- 66141 Financial Institution Examiner 1
- 66142 Financial Institution Examiner 2
- 66143 Financial Institution Examiner 3
- 66144 Financial Institution Examiner 4
- 66145 Financial Institution Examiner Specialist
- 66161 Utility Examiner 1
- 66162 Utility Examiner 2
- 66163 Utility Examiner 3
- 66941 Utility Rate Analyst 1
- 66942 Utility Rate Analyst 2
- 66943 Utility Rate Analyst 3
- 13. 30291 MH/MR Program Coordinator
(see also Unit 4, Group 3)
- 30321 MH Licensure/Certification Coordinator
- 63121 Administrative Assistant 1
- 63122 Administrative Assistant 2 (Non-exempt only)
- 63123 Administrative Assistant 3 (Non-exempt only)
- 63510 Assistant Liaison Officer
- 63511 Liaison Officer 1
- 65221 M H Administrator 1
- 65222 M H Administrator 2 (Non-exempt only)
- 66192 Nursing Home & Hospital Examiner 2
- 66193 Nursing Home & Hospital Examiner 3
- 63821 Hearing Assistant (see Unit 9, Group 1)
- 14. 54231 Aircraft Pilot 1
- 54232 Aircraft Pilot 2
- 15. 66131 Tax Commissioner Agent 1
- 66132 Tax Commissioner Agent 2
- 66133 Tax Commissioner Agent 3
- 66134 Tax Commissioner Agent 4

- 66135 Tax Commissioner Agent 5
- 16. 63271 Records Management Officer
- 63291 State Records Management Analyst 1
- 63292 State Records Management Analyst 2
- 17. 64811 Fine Arts Specialist 1
- 64812 Fine Arts Specialist 2
- 64813 Fine Arts Specialist 3
- 18. 64911 Disaster Services Administrator 1
- 64912 Disaster Services Administrator 2
- 22571 Assistant Park Manager 1
- 22572 Assistant Park Manager 2
- 24324 Motor Vehicle Enforcement Investigator
(see also Unit 7, Group 18)
- 26541 Fire Safety Educator 1 (see also Unit 7,
Group 33)
- 26542 Fire Safety Educator 2 (see also Unit 7,
Group 33)
- 26561 Fire Training Officer 1 (see also Unit 7,
Group 33)
- 26562 Fire Training Officer 2 (see also Unit 7,
Group 33)
- 19. 64671 Personnel Testing Specialist 1
- 64672 Personnel Testing Specialist 2
- 20. 66711 Actuary 1
- 66712 Actuary 2
- 66741 Insurance Rate Analyst
- 66744 Insurance Rate Supervisor 1
- 66721 Internal Insurance Examiner
- 66731 Internal Insurance Examination Supervisor 1
- 21. 66321 Economist
- 22. 66340 Market Reporter
- 23. 66551 Contract Evaluator/Negotiator
- 66553 Contract Evaluator/Negotiator Specialist
- 66761 Traffic Safety Specialist (see also Unit 9,
Group 14)
- 64361 Medical Records Librarian
- 64362 Medical Records Consultant
- 63280 Space Planner
- 63281 Facilities Planner (see Unit 13, Group 20)
- 24. 16761 Disability Claims Adjudicator 1
- 16762 Disability Claims Adjudicator 2
- 16765 Disability Claims Specialist 1
- 16766 Disability Claims Specialist 2

APPENDIX J

GEOGRAPHIC JURISDICTIONS

This appendix reflects the current districts/regions or other geographic jurisdictions in effect at the time of the effective date of this Agreement. If circumstances change, the Employer shall notify the Union prior to the implementation of any changes. The Union will have an opportunity to consult with the Employer. The changes shall not be arbitrary or capricious or be for the sole purpose of circumventing any provision of the Agreement.

Adjutant General

Two (2) Districts

District #1

Franklin

District #2

Other 87 counties

Department of Administrative Services

Five (5) Districts

District #1

Cuyahoga county

District #2

Tuscarawas county

District #3

Franklin county

District #4

Hamilton county

District #5

Scioto county

Department of Agriculture

A. Division of Meat Inspection

Five (5) Districts

District #1

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

District #2

Coshocton	Muskingum	Guernsey	Belmont
Noble	Monroe	Washington	Morgan
Delaware	Knox	Licking	Pickaway
Fairfield	Perry	Hocking	Brown
Highland	Adams	Ross	Pike
Scioto	Vinton	Jackson	Lawrence
Gallia	Meigs	Athens	

District #3

Hamilton	Clermont	Preble	Butler
Montgomery	Warren	Greene	Clinton
Fayette	Hardin	Marion	Logan
Union	Champaign	Madison	Clark
Franklin			

District #4
 Williams Fulton Defiance Henry
 Paulding Putnam Hancock Wyandot
 Van Wert Shelby Miami Seneca
 Crawford Morrow Erie Huron
 Richland Lucas

District #5
 Allen Mercer Auglaize Darke
 Wood Ottawa Sandusky Central Office

**B. Other Divisions
 Statewide**

**Department of Aging
 Statewide**

**Office of Budget and Management
 Statewide**

Civil Rights Commission

Six (6) Districts

District #1
 Williams Defiance Paulding Van Wert
 Mercer Fulton Henry Putnam
 Allen Hardin Ottawa Sandusky
 Seneca Wyandot Marion Crawford
 Morrow Erie Auglaize Lucas
 Wood Hancock Huron Richland
 Knox Ashland

District #2
 Darke Preble Shelby Miami
 Montgomery Logan Champaign Clark
 Green

District #3
 Butler Hamilton Warren Clermont
 Clinton

District #4
 Lorain Cuyahoga Lake Geauga
 Ashtabula

District #5
 Medina Wayne Summit Stark
 Trumbull Mahoning Columbiana Portage

District #6
 Union Madison Fayette Guernsey
 Highland Brown Adams Carroll
 Delaware Franklin Pickaway Monroe
 Ross Pike Scioto Noble
 Licking Fairfield Hocking Harrison
 Vinton Jackson Lawrence Jefferson
 Perry Athens Meigs Washington
 Holmes Coshocton Muskingum Belmont
 Morgan Gallia Tuscarawas

**Department of Commerce
 Statewide**

**Office of Consumer's Council
 Statewide**

**Department of Development
 Statewide**

**Department of Education
 Statewide**

Ohio Bureau of Employment Services

Eight (8) Districts

Cuyahoga **District #1**

Hamilton **District #2**

District #3
 Lake Geauga Trumbull Columbiana
 Summit Stark Holmes Mahoning
 Medina Ashtabula Portage Carroll
 Tuscarawas Wayne

District #4
 Jefferson Harrison Belmont Monroe
 Washington Morgan Noble Guernsey
 Muskingum Coshocton Licking Delaware
 Franklin

District #5
 Perry Athens Meigs Gallia
 Lawrence Jackson Vinton Hocking
 Fairfield Pickaway Ross Pike
 Scioto Adams Brown Clermont
 Clinton Highland Warren Fayette

District #6
 Butler Preble Darke Shelby
 Miami Montgomery Greene Clark
 Champaign Logan Union Madison

District #7

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

District #8

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

Environmental Protection Agency

Two (2) Districts

District #1

Franklin	Hocking	Montgomery
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District #2

Wood	Summit
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**Ohio Expositions Commission
Statewide**

Department of Health

Five (5) Districts

District #1

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

District #2

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

District #3

Williams	Defiance	Paulding	Van Wert
Mercer	Fulton	Henry	Putnam
Allen	Auglaize	Shelby	Lucas
Wood	Hancock	Hardin	Logan
Ottawa	Sandusky	Seneca	Wyandot
Crawford	Erie	Huron	Richland

District #4

Ross	Pike	Scioto	Hocking
Vinton	Jackson	Lawrence	Gallia
Meigs	Athens	Perry	Muskingum
Morgan	Coshocton	Holmes	Tuscarawas
Guernsey	Noble	Washington	Carroll
Harrison	Belmont	Jefferson	Monroe

District #5

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

**Department of Highway Safety -
State Highway Patrol**

Two (2) Districts

District #1

Central Office

District #2

The remainder of the State.

Department of Human Services

Two (2) Districts

District #1

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

District #2

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

Industrial Commission of Ohio

Two (2) Districts

District #1

Hamilton	Montgomery	Clark	Franklin
Scioto	Muskingum	Guernsey	

	District #2		
Allen	Lucas	Richland	Cuyahoga
Summit	Stark	Mahoning	

Department of Industrial Relations
(Exception: Unit 7 Statewide)

Eight (8) Districts

District #1			
Williams	Defiance	Paulding	Fulton
Henry	Putnam	Lucas	Wood
Hancock	Ottawa	Sandusky	Seneca
Wyandot			
District #2			
Marion	Crawford	Morrow	Knox
Richland	Huron	Erie	Ashland
Lorain	Cuyahoga	Lake	Geauga
District #3			
Medina	Wayne	Summit	Stark
Portage			
District #4			
Ashtabula	Trumbull	Mahoning	
District #5			
Holmes	Coshocton	Tuscarawas	Harrison
Jefferson	Carroll	Columbiana	
District #6			
Licking	Fairfield	Perry	Muskingum
Morgan	Washington	Belmont	Monroe
Guernsey	Noble		
District #7			
Preble	Butler	Hamilton	Montgomery
Pickaway	Ross	Pike	Scioto
Warren	Clermont	Greene	Clinton
Brown	Fayette	Highland	Adams
Hocking	Vinton	Jackson	Lawrence
Gallia	Meigs	Athens	
District #8			
Van Wert	Mercer	Darke	Allen
Auglaize	Shelby	Miami	Hardin
Logan	Champaign	Clark	Union
Madison	Delaware	Franklin	

Department of Insurance
Statewide

State Library
Statewide

Department of Liquor Control
Eight (8) Districts

District #1			
Lorain	Cuyahoga	Medina	Lake
Geauga	Ashtabula	Ashland	Wayne
Holmes	Coshocton	Summit	Portage
District #2			
Trumbull	Stark	Tuscarawas	Mahoning
Columbiana	Carroll	Harrison	Jefferson
Belmont	Noble	Monroe	
District #3			
Williams	Defiance	Paulding	Van Wert
Fulton	Henry	Putnam	Allen
Lucas	Wood	Hancock	Ottawa
Sandusky	Seneca	Wyandot	Crawford
Erie	Huron		
District #4			
Mercer	Auglaize	Shelby	Darke
Miami	Preble	Montgomery	Clark
Greene	Fayette	Warren	Clinton
District #5			
Butler	Hamilton	Clermont	Brown
Highland	Adams		
District #6			
Union	Madison	Delaware	Franklin
Pickaway	Licking	Fairfield	
District #7			
Ross	Pike	Scioto	Hocking
Vinton	Jackson	Lawrence	Perry
Athens	Meigs	Gallia	Muskingum
Morgan	Washington	Guernsey	
District #8			
Hardin	Logan	Champaign	Marion
Morrow	Richland	Knox	
Ohio Lottery Commission			
Nine (9) Districts			
(By District Offices)			
District #1			
Cuyahoga			
District #2			
Lucas			
District #3			
Montgomery			

Hamilton District #4
 Franklin District #5
 Washington District #6
 Stark District #7
 Mahoning District #8
 Lorain District #9

Department of Mental Health

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

Seven (7) Districts

District #1
 Central Office (Except O.S.S. facilities at Dayton and Massillon)

District #2
 Cambridge Athens

District #3
 Moritz COPH Portsmouth

District #4
 Dayton Lewis Center Rollman *Millcreek
 O.S.S. Food Production facility

District #5
 Toledo Oakwood

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

District #7
 Western Reserve Cleveland Psych. *Sagamore

Ohio Department of Mental Retardation and Developmental Disabilities
 Seven (7) Districts

District #1
 North West Developmental Center
 Tiffin Developmental Center

District #2
 Broadview Developmental Center
 Warrensville Developmental Center

District #3
 Apple Creek Developmental Center
 Youngstown Developmental Center

District #4
 Columbus Developmental Center
 Mt. Vernon Developmental Center

District #5
 Cambridge Developmental Center
 Gallipolis Developmental Center

District #6
 Southwest Developmental Center
 Montgomery Developmental Center
 Springview Developmental Center

District #7
 Central Office

Department of Natural Resources

Eight (8) Districts

District #1
 Williams Defiance Paulding Fulton
 Henry Putnam Lucas Van Wert
 Mercer Darke Allen Auglaize
 Shelby Hardin Logan

District #2
 Preble Miami Montgomery Champaign
 Clark Greene Madison Hancock
 Fayette Hamilton Warren Clermont
 Clinton Brown Highland Wood
 Butler

District #3
 Adams Pike Scioto Jackson
 Lawrence Ross Pickaway Fairfield
 Hocking Vinton Perry

District #4
 Union Delaware Franklin Morrow
 Knox Licking Wyandot Marion
 Crawford Richland Ashland

District #5
 Ottawa Sandusky Seneca Huron
 Erie Lorain Cuyahoga Medina
 Summit

District #6

Muskingum	Morgan	Guernsey	Noble
Monroe	Gallia	Meigs	Athens
Washington			

District #7

Tuscarawas	Carroll	Harrison	Belmont
Jefferson	Wayne	Holmes	Coshocton
Stark			

District #8

Lake	Geauga	Ashtabula	Trumbull
Portage	Mahoning	Columbiana	

Public Utilities Commission of Ohio
Statewide

Board of Regents
Statewide

Department of Rehabilitation and Correction**A. Parole and Community Services - Five (5) Districts****District #1**

Cleveland

District #2

Columbus

District #3

Cincinnati

District #4

Lima

District #5

Akron

B. Institutions - Three (3) Districts

North - Lima, Marion, Ohio State Reformatory, Ohio Reformatory for Women, Northeast Pre-Release Center, Allen, Grafton, Lorain

Central - Orient, Pickaway, Southeastern Correctional Institution, London, Madison, Corrections Reception Center, Franklin County Pre-Release Center

South - Lebanon, Chillicothe, Hocking, Southern Ohio Correctional Facility, Warren, Ross, Dayton

Rehabilitation Services Commission

Eight (8) districts based on eight (8) areas into which the Bureau of Vocational Rehabilitation has divided the State. Each Bureau of Disability Determination office shall be considered a part of the geographic district in which the office is located.

District #1

Butler	Hamilton	Warren	Clermont
Clinton	Brown	Highland	Adams
Ross	Pike	Scioto	Lawrence

District #2

Darke	Preble	Shelby	Miami
Montgomery	Logan	Champaign	Clark
Greene			

District 3

Williams	Defiance	Paulding	Van Wert
Mercer	Fulton	Henry	Putnam
Allen	Auglaize	Lucas	Wood
Hancock	Hardin	Ottawa	Sandusky
Erie			

District #4

Seneca	Huron	Wyandot	Crawford
Richland	Ashland	Marion	Morrow
Knox	Delaware	Licking	Madison
Franklin	Fayette	Pickaway	Fairfield
Union			

District #5

Coshocton	Tuscarawas	Carroll	Jefferson
Harrison	Guernsey	Muskingum	Belmont
Perry	Morgan	Noble	Monroe
Washington	Hocking	Athens	Vinton
Meigs	Jackson	Gallia	

District #6

Holmes	Wayne	Medina	Summit
Portage	Stark		

District #7

Lorain	Cuyahoga	Lake	Geauga
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District #8

Ashtabula	Trumbull	Mahoning	Columbiana
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Department of Taxation**Ten (10) Districts****District #1**

Ashland	Portage	Stark	Tuscarawas
Holmes	Richland	Summit	Wayne
Medina			

District #2

Adams	Clermont	Highland	Scioto
Brown	Clinton	Lawrence	Warren
Butler	Hamilton	Pike	

District #3

Cuyahoga	Geauga	Lake	Lorain
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District #4

Delaware	Franklin	Madison	Pickaway
Fairfield	Knox	Marion	Ross
Fayette	Licking	Morrow	Union

District #5

Champaign	Darke	Miami	Preble
Clark	Greene	Montgomery	Shelby

District #6

Defiance	Henry	Ottawa	Williams
Erie	Huron	Sandusky	Wood
Fulton	Lucas	Seneca	

District #7

Ashtabula	Carroll	Columbiana	Jefferson
Mahoning	Trumbull		

District #8

Athens	Guernsey	Meigs	Noble
Belmont	Harrison	Monroe	Perry
Coshocton	Hocking	Morgan	Vinton
Gallia	Jackson	Muskingum	Washington

District #9

Allen	Hancock	Mercer	Van Wert
Auglaize	Hardin	Paulding	Wyandot
Crawford	Logan	Putnam	

District #10

Central Office

Ohio Department of Transportation
Thirteen (13) Districts

District #1

Defiance	Van Wert	Allen	Hardin
Paulding	Putnam	Hancock	Wyandot

District #2

Williams	Henry	Wood	Sandusky
Fulton	Lucas	Ottawa	Seneca

District #3

Erie	Crawford	Ashland	Medina
Huron	Lorain	Richland	Wayne

District #4

Summit	Portage	Stark	Ashtabula
Trumbull	Mahoning		

District #5

Knox	Licking	Fairfield	Perry
Coshocton	Muskingum	Guernsey	

District #6

Marion	Union	Madison	Pickaway
Morrow	Delaware	Franklin	Fayette

District #7

Mercer	Shelby	Logan	Clark
Darke	Miami	Champaign	Montgomery
Auglaize			

District #8

Preble	Butler	Hamilton	Warren
Clermont	Greene	Clinton	

District #9

Brown	Adams	Pike	Jackson
Highland	Ross	Scioto	Lawrence

District #10

Hocking	Meigs	Morgan	Noble
Vinton	Gallia	Washington	Monroe
Athens			

District #11

Holmes	Tuscarawas	Columbiana	Carroll
Harrison	Jefferson	Belmont	

District #12

Cuyahoga	Lake	Gauga	
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District #13

Central Office - Columbus

Real Estate Division

Northeast Districts 4, 11, 12
 Northwest Districts 1, 2, 3
 Southeast Districts 5, 6, 10
 Southwest Districts 7, 8, 9

Veteran's Childrens Home
Statewide

Veteran's Home
Statewide

Bureau of Workers Compensation
Four (4) Districts

District #1

Lucas, Allen

District #2

Clark	Montgomery	Butler	Hamilton
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District #3

Richland	Cuyahoga	Summit	Stark
Mahoning			

District #4
Franklin Muskingum Belmont Hocking
Scioto

Department of Youth Services
Two (2) Districts

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

District #2
Scioto Village/Riverview, BYC, TCY, TICO, Columbus,
Dayton, Cincinnati, Athens

Note: All other Agencies are Statewide Districts

APPENDIX K

Guidelines for Occupational Injury Leave

1. An employee of the Ohio Department of Mental Health, the Department of Mental Retardation and Developmental Disabilities, the Ohio Veterans' Home, the Ohio Veterans' Children's Home and Schools for the Deaf and Blind, Department of Rehabilitation and Corrections, and the Department of Youth Services who suffers bodily injury inflicted by an inmate, patient, client, youth or student in the facilities of the above agencies shall be eligible for his/her regular rate of pay during the period he/she is disabled as a result of such injury but in no case to exceed 960 hours. This form of compensation shall be in the lieu of Workers' Compensation. The employee may apply for Workers' Compensation while he/she is receiving occupational injury leave. Workers' Compensation may be received, if awarded, by the employee after the occupational injury leave is exhausted.

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

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

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

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

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

7. An employee on Occupational Injury Leave shall be exempt from the accumulation of vacation leave credit and sick leave credit as set forth in Sections 28.01 and 29.01 of this contract.

8. If an employee's injury or disability as covered by the above guidelines extends beyond 960 hours he/she shall immediately become subject to Article 29, "Sick Leave", of this contract.

APPENDIX L PAY SCHEDULES

EFFECTIVE WITH THE PAY THAT INCLUDES JULY 1, 1989
INCREASE OF 35¢ OR 4%

RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
01	\$7.40 \$15392	\$7.57 \$15746	\$7.74 \$16099	\$7.93 \$16454	\$8.12 \$16809			
02	\$7.66 \$15923	\$7.83 \$16286	\$8.02 \$16648	\$8.22 \$17008	\$8.43 \$17354			
03	\$7.93 \$16494	\$8.12 \$16890	\$8.33 \$17326	\$8.54 \$17763	\$8.77 \$18242			
04	\$8.22 \$17098	\$8.43 \$17534	\$8.65 \$17992	\$8.89 \$18491	\$9.12 \$18970			
05	\$8.54 \$17763	\$8.77 \$18242	\$9.01 \$18741	\$9.26 \$19261	\$9.44 \$19635			
06	\$8.89 \$18491	\$9.12 \$18970	\$9.35 \$19448	\$9.57 \$19906	\$9.82 \$20426			
07	\$9.26 \$19261	\$9.44 \$19635	\$9.68 \$20134	\$9.93 \$20654	\$10.21 \$21237	\$10.58 \$22006		
08	\$9.68 \$20134	\$9.93 \$20654	\$10.21 \$21237	\$10.58 \$21859	\$10.99 \$22495	\$11.44 \$23179		
09	\$10.21 \$21237	\$10.58 \$22006	\$10.99 \$22859	\$11.44 \$23795	\$11.97 \$24898	\$12.52 \$26042		
10	\$10.99 \$22859	\$11.44 \$23795	\$11.97 \$24898	\$12.52 \$26042	\$13.07 \$27186	\$13.74 \$28579		
11	\$11.97 \$24898	\$12.52 \$26042	\$13.07 \$27186	\$13.74 \$28579	\$14.41 \$29973	\$15.12 \$31450		
12	\$13.07 \$27186	\$13.74 \$28579	\$14.41 \$29973	\$15.12 \$31450	\$15.86 \$32989	\$16.62 \$34570		
23	\$7.74 \$16099	\$7.93 \$16494	\$8.12 \$16890	\$8.33 \$17326	\$8.54 \$17763	\$8.77 \$18242		
24	\$8.02 \$16682	\$8.22 \$17098	\$8.43 \$17534	\$8.65 \$17992	\$8.89 \$18491	\$9.12 \$18970		
25	\$8.33 \$17326	\$8.54 \$17763	\$8.77 \$18242	\$9.01 \$18741	\$9.26 \$19261	\$9.44 \$19635		
26	\$8.65 \$17992	\$8.89 \$18491	\$9.12 \$18970	\$9.35 \$19448	\$9.57 \$19906	\$9.82 \$20426		
27	\$9.01 \$18741	\$9.26 \$19261	\$9.44 \$19635	\$9.68 \$20134	\$9.93 \$20654	\$10.21 \$21237	\$10.58 \$22006	
28	\$9.44 \$19635	\$9.68 \$20134	\$9.93 \$20654	\$10.21 \$21237	\$10.58 \$21859	\$10.99 \$22495	\$11.44 \$23179	
29	\$9.93 \$20654	\$10.21 \$21237	\$10.58 \$22006	\$10.99 \$22859	\$11.44 \$23795	\$11.97 \$24898	\$12.52 \$26042	
30	\$10.58 \$22859	\$10.99 \$23795	\$11.44 \$24898	\$11.97 \$26042	\$12.52 \$27186	\$13.07 \$28579		
31	\$11.44 \$23795	\$11.97 \$24898	\$12.52 \$26042	\$13.07 \$27186	\$13.74 \$28579	\$14.41 \$29973	\$15.12 \$31450	
32	\$12.52 \$26042	\$13.07 \$27186	\$13.74 \$28579	\$14.41 \$29973	\$15.12 \$31450	\$15.86 \$32989	\$16.62 \$34570	\$17.44 \$36275
33	\$13.74 \$28579	\$14.41 \$29973	\$15.12 \$31450	\$15.86 \$32989	\$16.62 \$34570	\$17.44 \$36275	\$18.28 \$38022	\$19.19 \$39915
34	\$15.12 \$31450	\$15.86 \$32989	\$16.62 \$34570	\$17.44 \$36275	\$18.28 \$38022	\$19.19 \$39915	\$20.14 \$41891	\$21.13 \$43950
35	\$16.62 \$34570	\$17.44 \$36275	\$18.28 \$38022	\$19.19 \$39915	\$20.14 \$41891	\$21.13 \$43950	\$22.14 \$46093	\$23.28 \$48422
36	\$18.28 \$38022	\$19.19 \$39915	\$20.14 \$41891	\$21.13 \$43950	\$22.14 \$46093	\$23.28 \$48422	\$24.44 \$50825	\$25.65 \$53352
41	\$13.05 \$27144	\$13.64 \$28093						
43	\$15.86 \$32989	\$23.90 \$49712						

EFFECTIVE WITH THE PAY THAT INCLUDES JULY 1, 1990
INCREASE OF 36¢ OR 4%

RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
01	\$7.76 \$16141	\$7.93 \$16494	\$8.10 \$16848	\$8.29 \$17243	\$8.48 \$17638			
02	\$8.02 \$16682	\$8.19 \$17035	\$8.38 \$17430	\$8.58 \$17846	\$8.79 \$18283			
03	\$8.29 \$17243	\$8.48 \$17638	\$8.69 \$18075	\$8.90 \$18532	\$9.13 \$18990			
04	\$8.58 \$17846	\$8.79 \$18283	\$9.01 \$18741	\$9.25 \$19240	\$9.48 \$19718			
05	\$8.90 \$18512	\$9.13 \$18990	\$9.37 \$19490	\$9.63 \$20030	\$9.82 \$20426			
06	\$9.25 \$19240	\$9.48 \$19718	\$9.72 \$20218	\$9.95 \$20696	\$10.21 \$21237			
07	\$9.63 \$20030	\$9.82 \$20426	\$10.07 \$20946	\$10.33 \$21486	\$10.62 \$22090	\$11.00 \$22880		
08	\$10.07 \$20946	\$10.33 \$21486	\$10.62 \$22090	\$11.00 \$22880	\$11.43 \$23774	\$11.90 \$24752		
09	\$10.62 \$22090	\$11.00 \$22880	\$11.43 \$23774	\$11.90 \$24752	\$12.45 \$25896	\$13.02 \$27082	\$13.65 \$28267	\$14.29 \$29723
10	\$11.43 \$23774	\$11.90 \$24752	\$12.45 \$25896	\$13.02 \$27082	\$13.59 \$28267	\$14.29 \$29723	\$15.01 \$31450	\$15.72 \$33698
11	\$12.45 \$25896	\$13.02 \$27082	\$13.59 \$28267	\$14.29 \$29723	\$14.99 \$31179	\$15.72 \$33117	\$16.49 \$34299	\$17.28 \$35942
12	\$13.59 \$28267	\$14.29 \$29723	\$14.99 \$31179	\$15.72 \$32698	\$16.49 \$34299	\$17.28 \$35942	\$18.14 \$38022	\$18.96 \$40825
23	\$8.10 \$16848	\$8.29 \$17243	\$8.48 \$17638	\$8.69 \$18075	\$8.90 \$18532	\$9.13 \$18990		
24	\$8.38 \$17430	\$8.58 \$17846	\$8.79 \$18283	\$9.01 \$18741	\$9.25 \$19240	\$9.48 \$19718		
25	\$8.69 \$18075	\$8.90 \$18512	\$9.13 \$18990	\$9.37 \$19490	\$9.63 \$20030	\$9.82 \$20426		
26	\$9.01 \$18741	\$9.25 \$19240	\$9.48 \$19718	\$9.72 \$20218	\$9.95 \$20696	\$10.21 \$21237		
27	\$9.37 \$19490	\$9.63 \$20030	\$9.82 \$20426	\$10.07 \$20946	\$10.33 \$21486	\$10.62 \$22090	\$11.00 \$22880	
28	\$9.82 \$20426	\$10.07 \$20946	\$10.33 \$21486	\$10.62 \$22090	\$11.00 \$22880	\$11.43 \$23774	\$11.90 \$24752	
29	\$10.33 \$21486	\$10.62 \$22090	\$11.00 \$22880	\$11.43 \$23774	\$11.90 \$24752	\$12.45 \$25896	\$13.02 \$27082	
30	\$11.00 \$22880	\$11.43 \$23774	\$11.90 \$24752	\$12.45 \$25896	\$13.02 \$27082	\$13.59 \$28267	\$14.29 \$29723	
31	\$11.90 \$24752	\$12.45 \$25896	\$13.02 \$27082	\$13.59 \$28267	\$14.29 \$29723	\$14.99 \$31179	\$15.72 \$32698	
32	\$13.02 \$27082	\$13.59 \$28267	\$14.29 \$29723	\$14.99 \$31179	\$15.72 \$32698	\$16.49 \$34299	\$17.28 \$35942	\$18.14 \$38022
33	\$14.29 \$29723	\$14.99 \$31179	\$15.72 \$32698	\$16.49 \$34299	\$17.28 \$35942	\$18.14 \$38022	\$19.01 \$39915	\$19.96 \$41915
34	\$15.72 \$32698	\$16.49 \$34299	\$17.28 \$35942	\$18.14 \$37721	\$19.01 \$39541	\$19.96 \$41517	\$20.95 \$43576	\$21.98 \$45718
35	\$17.28 \$35942	\$18.14 \$37721	\$19.01 \$39541	\$19.96 \$41517	\$20.95 \$43576	\$21.98 \$45718	\$23.05 \$47944	\$24.21 \$50357
36	\$19.01 \$39541	\$19.96 \$41517	\$20.95 \$43576	\$21.98 \$45718	\$23.05 \$47944	\$24.21 \$50357	\$25.42 \$52874	\$26.68 \$55494
41	\$13.57 \$28226	\$20.45 \$42536						
43	\$16.49 \$34299	\$24.86 \$51709						

RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
01	\$8.13 \$16910	\$8.30 \$17264	\$8.47 \$17618	\$8.64 \$18013	\$8.85 \$18408			
02	\$8.39 \$17491	\$8.56 \$17805	\$8.75 \$18200	\$8.95 \$18616	\$9.16 \$19053			
03	\$8.66 \$18013	\$8.85 \$18408	\$9.06 \$18845	\$9.27 \$19282	\$9.50 \$19760			
04	\$8.95 \$18616	\$9.16 \$19053	\$9.38 \$19510	\$9.62 \$20010	\$9.86 \$20509			
05	\$9.27 \$19282	\$9.50 \$19760	\$9.74 \$20299	\$10.03 \$20842	\$10.21 \$21237			
06	\$9.62 \$20010	\$9.86 \$20509	\$10.11 \$21029	\$10.35 \$21528	\$10.62 \$22090			
07	\$10.02 \$20842	\$10.21 \$21237	\$10.47 \$21778	\$10.74 \$22339	\$11.04 \$22963	\$11.44 \$23795		
08	\$10.47 \$21778	\$10.74 \$22339	\$11.04 \$22963	\$11.44 \$23795	\$11.89 \$24731	\$12.38 \$25790		
09	\$11.04 \$22963	\$11.44 \$23795	\$11.89 \$24731	\$12.38 \$25790	\$12.95 \$26936	\$13.54 \$28163		
10	\$11.89 \$24731	\$12.38 \$25790	\$12.95 \$26936	\$13.54 \$28163	\$14.13 \$29390	\$14.86 \$30909		
11	\$12.95 \$26936	\$13.54 \$28163	\$14.12 \$29390	\$14.86 \$30909	\$15.59 \$32427	\$16.35 \$34008		
12	\$14.13 \$29390	\$14.86 \$30909	\$15.59 \$32427	\$16.35 \$34008	\$17.15 \$35672	\$17.97 \$37378		
23	\$8.47 \$17618	\$8.66 \$18013	\$8.85 \$18408	\$9.06 \$18845	\$9.27 \$19282	\$9.50 \$19760		
24	\$8.75 \$18200	\$8.95 \$18616	\$9.16 \$19053	\$9.38 \$19510	\$9.62 \$20010	\$9.86 \$20509		
25	\$9.06 \$18845	\$9.27 \$19282	\$9.50 \$19760	\$9.74 \$20299	\$10.02 \$20842	\$10.21 \$21237		
26	\$9.38 \$19510	\$9.62 \$20010	\$9.86 \$20509	\$10.11 \$21029	\$10.35 \$21528	\$10.62 \$22090		
27	\$9.74 \$20299	\$10.02 \$20842	\$10.21 \$21237	\$10.47 \$21778	\$10.74 \$22339	\$11.04 \$22963	\$11.44 \$23795	
28	\$10.21 \$21237	\$10.47 \$21778	\$10.74 \$22339	\$11.04 \$22963	\$11.44 \$23795	\$11.89 \$24731	\$12.38 \$25790	
29	\$10.74 \$22339	\$11.04 \$22963	\$11.44 \$23795	\$11.89 \$24731	\$12.38 \$25790	\$12.95 \$26936	\$13.54 \$28163	
30	\$11.44 \$23795	\$11.89 \$24731	\$12.38 \$25790	\$12.95 \$26936	\$13.54 \$28163	\$14.13 \$29390	\$14.86 \$30909	
31	\$12.38 \$25790	\$12.95 \$26936	\$13.54 \$28163	\$14.13 \$29390	\$14.86 \$30909	\$15.59 \$32427	\$16.35 \$34008	
32	\$13.54 \$28163	\$14.13 \$29390	\$14.86 \$30909	\$15.59 \$32427	\$16.35 \$34008	\$17.15 \$35672	\$17.97 \$37378	\$18.87 \$39250
33	\$14.86 \$30909	\$15.59 \$32427	\$16.35 \$34008	\$17.15 \$35672	\$17.97 \$37378	\$18.87 \$39250	\$19.77 \$41122	\$20.76 \$43181
34	\$16.35 \$34008	\$17.15 \$35672	\$17.97 \$37378	\$18.87 \$39250	\$19.77 \$41122	\$20.76 \$43181	\$21.79 \$45323	\$22.86 \$47549
35	\$17.97 \$37378	\$18.87 \$39250	\$19.77 \$41122	\$20.76 \$43181	\$21.79 \$45323	\$22.86 \$47549	\$23.97 \$49858	\$25.18 \$52374
36	\$19.77 \$41122	\$20.76 \$43181	\$21.79 \$45323	\$22.86 \$47549	\$23.97 \$49858	\$25.18 \$52374	\$26.44 \$54995	\$27.75 \$57720
41	\$24.11 \$49349	\$24.27 \$49442						
43	\$27.15 \$53672	\$28.85 \$57368						

APPENDIX M

State of Ohio Unified Health Care Plan
Establishment of the Ohio Med Plan

On the effective date of this contract, the current traditional and optional state health plans shall terminate. They shall be replaced with the State of Ohio "Ohio Med" Plan, which shall include the benefits of those previous State Health Plans except where modified here. **Medical Necessity**

As was the case with the traditional and optional plans the Ohio Med Plan pays only for those covered services, supplies, and hospital admissions which are medically necessary. The fact that a physician 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.

Usual, Customary, and Reasonable Fee

In determining what constitutes the usual, customary, and reasonable (UCR) fee for a given service or supply, the Claims Administrator shall use its standard methodology, taking the following factors in account:

Usual charge — the amount most frequently charged by an individual physician or surgeon to patients for a given service.

Customary charge — a charge which falls within the range of usual charges for a given service billed by most health care providers with similar training and experience within a given geographic area.

Reasonable charge — a charge which meets the usual and customary criteria or which the Claims Administrator determines is reasonable in light of the complexity of the treatment of the particular case.

Deductibles

The individual deductible is \$100, and the family deductible is \$200. The family deductible must be satisfied by two individuals each meeting the \$100 individual deductible. As soon as any individual in the family meets the \$100 deductible, that person shall be covered immediately even though the full family deductible has not been met.

Deductible Time Period

Expenses which are applied towards meeting the individual or family deductible must be incurred during the benefit year of July 1 — June 30.

Out-of-Pocket Maximums

The annual out-of-pocket maximum (OPM) shall be \$750 per person per year or a total of \$1,500 per family per year. Penalty from failure to certify hospitalization or receive a second opinion does not count toward the OPM.

Coordination of Benefits

If the Ohio Med Plan is the secondary payer (because the plan participant has primary coverage under a different plan), the amount that Ohio Med will pay shall be limited to an amount that will yield a benefit no greater than what would have been paid if the Ohio Med Plan were the primary payer. The primary plan's benefit is subtracted from the amount the Ohio Med Plan normally pays.

Exclusions and Limitations

Exclusions and limitations shall be the same as those defined by the State plans in effect on June 30, 1989.

Open Enrollment

Employees may change from the Ohio Med Plan to an HMO approved by the Department of Administrative Services or from an approved HMO to the Ohio Med Plan during open enrollment periods held in May of each year or as otherwise set by the Department of Administrative Services.

HOSPITAL BENEFITS

Duration of Benefits

Unlimited duration.

Semi-Private Room

80 percent of the UCR charge after deductible, then 100 percent of UCR after OPM.

Pre-Admission Certification

Each inpatient admission to a hospital must be certified as necessary prior to admission; emergency, urgent, and maternity admissions must be certified on the next business day after the admission. If a patient is admitted to a hospital as an inpatient without obtaining the necessary pre-admission certification, or does not obtain it on the next business day after an emergency, urgent, or maternity admission, he or she will have to pay an inpatient admission deductible of \$250. The admission deductible of \$250 is in addition to any other payments or deductibles and may be completely avoided by attaining pre-admission certification. However, emergency, urgent and maternity admissions in which a patient could not reasonably have had the admission certified by the next business day may have the deductible waived.

Hospital Auxiliary Services

80 percent of UCR after deductible of \$100 (\$200 per family), then 100 percent of UCR after OPM.

Emergency Room Deductible

An additional \$25 deductible is incurred and counts toward the OPM.

Diagnostic X-Ray and Laboratory Tests

100 percent of UCR for pre-admission tests; all others, 80 percent of UCR after deductible.

All Other Necessary Treatments and Procedures

80 percent of UCR after deductible, then 100 percent of UCR after OPM.

MENTAL HEALTH AND SUBSTANCE ABUSE

The State will contract with a mental health/substance abuse treatment organization to provide inpatient and outpatient mental health/substance abuse benefits under a separate contract. The benefit plan design will be agreed upon by the State of Ohio and the mental health provider organization. The Joint Labor-Management Committee may review and make recommendations regarding the request for proposals and proposals submitted.

MEDICAL AND SURGICAL

Routine Office Visits and House Calls

15 office visits per year shall be covered for family coverage; six office visits per year shall be covered for single coverage; house calls and physical examinations shall be treated the same as office visits. The benefit is not subject to deductible or co-insurance, but is limited to \$30 per visit. Medically necessary visits beyond \$30 per visit are paid 80 percent of UCR after deductible, then 100 percent of UCR after OPM.

Routine Well Baby Care

100 percent of UCR for the first twenty-four months, then 80 percent of UCR after deductible, to 100 percent of UCR after OPM.

Diagnostic X-Ray and Laboratory Tests

100 percent of UCR for pre-admission tests; all others at 80 percent of UCR after deductible, then 100 percent of UCR after OPM.

Second Surgical Opinion

The second surgical opinion program shall be continued as it is in effect on June 30, 1989. If the State is able to contract with a service that is qualified to provide a combined pre-admission certification, second surgical opinion, and case-management service, the State may amend the above procedures during the life of this contract and combine them into one integrated plan. Case management will continue to be offered on a non-combined basis until a combined product can be instituted.

All Other Medical and Surgical Procedures

80 percent of UCR after deductible, then 100 percent of UCR after OPM.

PRESCRIPTION DRUGS

Ohio Med Plan

100 percent of UCR for generic drugs; all others, 80 percent of UCR after deductible, then 100 percent of UCR after OPM.

Mail Order Drug Program

Within 180 days after this contract goes into effect, the State will offer a mandatory mail order maintenance drug program with a \$3 co-payment for brand name drugs and no co-payment for generic drugs, as defined by the program administrator.

Pharmaceutical Preferred Provider Organization

If the State is able to select a satisfactory Pharmaceutical Preferred Provider Organization (PPO), such a program may be implemented during the second or third year of this contract.

OTHER BENEFITS

Skilled Facility Including Extended Care

100 percent for up to 180 days for each confinement, then 80 percent after deductible and 100 percent after OPM. The benefit must immediately follow a confinement of at least three days in a hospital and be due to the same or related cause.

Home Health Care Services Prescribed by a Physician to Treat a Condition for which the Patient was Hospitalized and Otherwise Would Have had to Remain in or Return to the Hospital

100 percent of UCR.

Other Medically Necessary Home Health Care Services

80 percent of UCR after deductible, then 100 percent of UCR after OPM.

Allergy Injections

80 percent of UCR after deductible, then 100 percent of UCR after OPM.

Local Ambulance Service

80 percent of UCR after deductible, then 100 percent of UCR after OPM.

Prosthetic Devices

80 percent of UCR after deductible, then 100 percent of UCR after OPM.

Tubal Ligation

80 percent of UCR after deductible, then 100 percent of UCR after OPM. However, not covered as incidental if performed during another procedure.

Vasectomy

80 percent of UCR after deductible, then 100 percent of UCR after OPM.

Hemodialysis

80 percent of UCR after deductible, then 100 percent of UCR after OPM.

Transplant of Organs

80 percent of UCR after deductible, then 100 percent of UCR after OPM. The limitations on organ transplants

shall be the same as those defined by the traditional plan in effect on June 30, 1989.

Immunizations

Not covered, except under Well Baby Care during the first twenty-four months.

Conversion

The State or its Benefits Administrator shall make available conversion to an individual medical policy to individuals whose Ohio Med coverage terminates, including those who self-pay their health benefits.

HEALTH MAINTENANCE ORGANIZATIONS

Election to Enroll

Employees may elect to enroll in an HMO approved by the Director of the Department of Administrative Services. That approval shall be based upon the guidelines and minimum standards for HMO operations. The Joint Labor Management Committee may recommend such guidelines.

State Contribution

Effective July 1, 1989, the State shall pay the same percent of the cost of employee and family coverage in an HMO that it pays for employee and family coverage in the Ohio Med Plan.

Open Enrollment

Employees may change from an approved HMO to the Ohio Med Plan or from the Ohio Med Plan to an approved HMO during open enrollment periods held in May of each year or as otherwise set by the Director of the Department of Administrative Services. Changes outside of open enrollment may only occur pursuant to Ohio Administrative Code Section 125-1-03.

DENTAL AND VISION BENEFITS

Coverage

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

DENTAL BENEFITS

Dental benefits will include all of the forms and extent of benefits provided under the Dental Indemnity Plan and under the Dental Maintenance Organization in effect on June 30, 1989.

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

VISION CARE BENEFITS

Vision benefits will include all of the forms and extent of benefits provided under the vision services indemnity ("non-panel") plan in effect on June 30, 1989.

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

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

With a combined co-payment of \$15.00, the vision services PPO will provide a frame and prescription lenses once every twenty-four (24) months, provided that the frame and lenses selected do not exceed the plan allowance. The plan allowance for frames is defined as a \$12.00 wholesale frame benefit.

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

The co-payment amounts are to be paid by the employee or his/her dependent at the time covered vision care services are received.

An allowance for cosmetic contact lenses is provided to be used in lieu of other plan benefits during the coverage period. Cosmetic contact lenses are covered up to \$43.00.

Contact lens prescribed following cataract surgery or when visual acuity cannot be improved to at least 20/70 in the better eye by spectacle lenses are to be covered up to \$150.00 through a non-panel provider. An additional \$25.00 for an exam may also be paid. Medically necessary contact lenses provided through a panel provider are paid in-full with no out-of-pocket to a State of Ohio employee.

Employees in the vision services PPO may use non-PPO providers; however, if covered vision services are received from a non-participating ("non-panel") provider, the amount of the benefit reimbursed to the employee shall be in accordance with the vision services indemnity plan schedule in effect on June 30, 1989.

Plan allowances and relevant limitations for vision services under both panel providers and non-panel providers are as follows:

	Panel Benefits	Non-Panel Reimbursement
1. Frames	A wholesale allowance of \$12.00 is made toward the cost of the frame. A combined deductible of \$15.00 applies to lenses and frames.	\$18.00 Retail
2. Lenses		
-single	Employee pays only	\$25.00
-bifocal	combined deductible	\$35.00
-trifocal	of \$15.00 for lenses and	\$52.00
-other	frames.	
3. Contact Lenses		
-cosmetic	\$43.00	\$43.00
-medically necessary	paid-in-full	\$150.00

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

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

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

FOR THE STATE OF OHIO:

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

FOR OCSEA, LOCAL 11, AFSCME:

Russell G. Murray
RUSSELL G. MURRAY
EXECUTIVE DIRECTOR

MEMORANDUM OF UNDERSTANDING

The Department of Rehabilitation and Corrections and OCSEA/AFSCME Local 11 agree to meet and explore alternatives to segments of the Pick-a-Post award. Meetings will be held at the institutional level. Specific discussion may include identification of a limited number of posts that should not rotate. The parties may mutually agree to discuss other pick-a-post issues. Agreement reached by this process shall supercede the relevant sections of the Pick-a-Post award issued by Arbitrator Goldstein.

Either party may request that the Office of Collective Bargaining assign a representative to assist in this process.

FOR THE STATE OF OHIO:

George A. Wilson
GEORGE A. WILSON, DIRECTOR
DEPT. OF REHABILITATION
AND CORRECTION

FOR OCSEA, LOCAL 11, AFSCME:

Russell G. Murray
RUSSELL G. MURRAY
EXECUTIVE DIRECTOR

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



Ohio Civil Service Employees Association
 995 Goodale Boulevard Columbus, Ohio 43212 614/221-2409 Toll Free: 1-800-282-8543

Robert C. Alexander
 President
 John P. Rydzewski
 Vice President
 Joseph A. Thompson
 Secretary
 Joseph G. Sherry
 Executive Director
 Margaret J. Finn
 Personnel Unit

May 11, 1987

Mr. Edward H. Seidler
 Deputy Director
 OFFICE OF COLLECTIVE BARGAINING
 375 South High Street, 17th Floor
 Columbus, OH 43266-0585

Dear Mr. Seidler:

This letter will further clarify the issue of the various employment durations of employees in ODMR. The following is a description of them:

- A. Approximately 600 employees work for a limited duration of 720 hours or less a year. Because of climatic conditions and fluctuating user demand, these individuals do not necessarily work 40 hours a week. e.g. a lifeguard does not work on a rainy day, campground personnel may not be called if there is a cold snap and few campers come to the park.
- B. Fixed Term with Regular Hours Employees
 Approximately 50 employees have a limited duration of work (usually more than 14 weeks) dependent upon the needs of the department. These employees work a standard 40 hour workweek. They usually have starting and ending dates based on the previous season's work with the flexibility to extend or reduce the time up to four weeks if weather or other conditions dictate. This has been determined appropriate by the State Personnel Board of Review.
- C. Fixed Term Irregular Hours Employees
 Approximately 125 employees are employed in conditions similar to one above, however, they work in excess of 14 weeks a year and are usually guaranteed a set number of hours each year.

The following outlines the agreement between OCSEA Local 11, AFSCME, AFL-CIO and the State of Ohio in regard to the above groups A, B, & C.

1. Group A is not in the bargaining unit. Groups B and C (Fixed Term Regular Hours and Fixed Term Irregular Hours) are to be included in the bargaining unit. Effective immediately, the fixed term employees and their position numbers (see attached) are to be placed in the bargaining unit. Fixed term employees shall be notified of their placement into the bargaining unit in a letter from the Office of Collective Bargaining.
2. Fixed term employees shall be notified at least 60 days in advance of their appointments by letter which states an identified length of employment.
3. Fixed term employees shall be appointed from a recall list which lists employees according to total length of employment with the State. Employees with the greatest amount of employment time shall be recalled first pursuant to the Appendices I and J in the contract between OCSEA and the State of Ohio.

Mr. Edward H. Seidler
 Page Three
 May 11, 1987

4. Fixed term employees shall be entitled to all the rights and benefits of the contract except as specified in this document.
 5. Fixed term/irregular hour employees will have leave accrual pro-rated in the same manner as part-time employees.
 6. All fixed term employees will be offered health insurance but the employer contribution will cease with the employee's termination date.
 7. If the department, because of lack of money, finds it necessary to shorten the length of employment of fixed term employees, it shall do so by seniority by district pursuant to the contract including Appendices I and J and in the spirit of the Ohio Revised Code 124.321-327 and Administrative Rule 123.1-41-01 through 22. That is to say fixed term employees shall be laid off prior to permanent employees. End of an identified employment period (as noted in the appointment letter) is not a layoff.
- Both the Union and the employer will review the implementation of this agreement at the end of 1987 and may make further mutually agreed upon adjustments.

Sincerely,

 Russell G. Murray
 Executive Director

RGW/kb
 Attachment

Concurrence:

Edward H. Seidler, Deputy Director
 Office of Collective Bargaining



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

RICHARD F. CELESTE, GOVERNOR

WILLIAM J. FLAHERTY, DIRECTOR

April 1, 1989

Russell G. Murray, Executive Director
OCSBA, Local 11, AFSCE
1680 Watermark Drive
Columbus, OH 43215

Dear Mr. Murray:

The Ohio Bureau of Employment Services agrees that when local office closings are contemplated, no less than thirty (30) days prior to such closings a meeting of the statewide Labor/Management Committee will be held.

The committee will discuss methods to equitably transfer those employees involved.

Sincerely,

N. Eugene Brundige

N. EUGENE BRUNDIGE
Deputy Director
Office of Collective Bargaining

NEB/sb



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

RICHARD F. CELESTE, GOVERNOR

WILLIAM J. FLAHERTY, DIRECTOR

August 10, 1989

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

Dear Mr. Murray:

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

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

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

Beginning December 1, 1989, an employee will receive the first notification when he/she has used 64 hours of new sick leave, and reaches a balance of 16 hours or less of new sick leave, and will receive the second notification when they reach a zero balance of new sick leave.

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

Sincerely,

N. Eugene Brundige

N. Eugene Brundige
Deputy Director

NEB/DD/sw

CONCURRENCE:

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

August 15, 1989
Date

UNIT AGREEMENTS

UNIT 3

3.1 — Hats and Ties

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

3.2 — Personal Protective Clothing and Equipment

All 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. Disposable gloves, disinfectant, and mouth pieces will be accessible to Unit 3 employees while in direct care of patients, clients or inmates.

3.3 — Employee Records

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

UNIT 4

Overtime

Voluntary Overtime

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.

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 overtimes

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.

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. 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 rosters described in Sections 1 and 2 of this procedure.

If no employee on the backup overtime rosters in similar direct care classifications 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.

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.

6. Employees shall work no more than two (2) consecutive shifts except as required by Section 13.15.

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.

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.

9. Specific arrangements 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 the Agreement. If these matters remain unresolved 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.

10. The parties may mutually agree at facility Labor-Management meetings 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:

1. Overtime will be offered to those employees who normally perform the duties in the facility where they work according to Article 13.07 and the April, 1988 Joint Labor-Management Agreement.

This procedure establishes the first list of employees eligible for overtime. After this list is exhausted, Management will offer the overtime opportunity to those Unit 6 employees who are qualified and volunteer for the overtime in the county where they live. This will constitute the second list. These employees are those who normally do not perform snow and ice duties.

2. Prior to the snow and ice season, Management will canvass those Unit 6 employees who normally do not perform snow and ice duties but are qualified and volunteer for overtime in the county where they live.

After the overtime opportunity is offered to the first list of employees and a sufficient number of employees have not accepted the overtime, the overtime opportunity will be offered to those Unit 6 employees on the second list. The second list will be arranged by seniority of those that volunteer. The overtime opportunity will be offered in a rotating order. Management is not required to equalize the overtime opportunity for this list.

Management will document all phone calls for call outs to employees on the second list.

On occasions where the snow and ice removal is so severe that the overtime worked by those employees on the second list prevents them from performing their normally assigned duties, Management may then properly bypass the employee.

In the event an employee on the second list has been improperly bypassed, then the employee will be placed at the top of that list.

In the event an employee believes that he/she has been improperly bypassed for two consecutive times, the employee may file a letter of complaint directly to the Deputy Director of Labor Relations. Within fifteen (15) days of the receipt of the complaint, the Deputy Director of Labor Relations or designee will investigate the complaint and render a decision.

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

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

5. 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 — 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, with a follow up letter to the employee verifying the cancellation and the time cancelled.

UNIT 7

It is agreed that Article 14.01 will remain with current language. Management agrees to hold a special Labor-Management meeting in District 11, ODOT to discuss the implementation of Article 14.01. In that meeting, one of the topics to be discussed shall be "What happens if a construction employee does not volunteer for the 1000 hour transfer?" At this meeting, an OCB and OCSEA staff representative will be present in addition to the regular Labor-Management Committee.

In all other ODOT districts, the topic of how Article 14.01 will be implemented will be an appropriate topic for the district Labor-Management meetings. It is understood that current language gives Management the right to reassign employees on 1000 hour transfer to work locations other than their home county, provided time and/or transportation is provided.

UNIT 9

In the Rehabilitation Services Commission caseloads and quotas will be discussed and explained in the Bureau of Disability Determination Labor-Management Committee.

UNIT 14

All physical examinations required by the Federal Aviation Administration for pilots shall be paid for by the State.

INDEX

Subject	Page
Accreditation, Licensure or Certification Requirements	68
Affirmative Action	3
Agreement Rights	3
Ancillary Benefits	63
Arbitration	43
Expedited Procedure	45
Panel	44
Procedures	43
Asbestos	15
Benefits	61
Bulletin Boards	5
Bumping	32
Agency Geographic Jurisdiction	32
Same Office, Institution or County	32
Call-Back Pay	23
Child Care	11
Classification Modernization	34
Dispute Resolution	35
Implementation	35
Labor/Management Committee	34
Review Process	35
Classifications	80
Communicable Diseases	14
Continuous Service	28
Demotions	31
Disability Leave	63
Discipline	37
Imposition of	39
Pre-Discipline	38
Progressive	37
Standard	37
Dues Deduction	6
Duration of Agreement	70, 72
Employee Assistance Program	10, 40
Examinations, civil service	31
Exams, Physical	17
Fair Share Fee	7
First Aid and C.P.R.	14
Flextime/Four Day Work Week	24
Grievance Procedure	40
Process	40
Time Limits	44
Witnesses and Information, Relevant	45
Grievance Step Filing, Advance	45
Grievance Steps	41
Health and Safety	12
Committees	16

Subject	Page
Duty to Report	17
General Duty	12
Health Insurance	60, 61
Hire Dates, Identical	29
Holiday Pay, Eligibility for	47
Observance	46
Work on	47
Indemnification	7, 70
Information Provided to the Union	5
Interim Positions	8
Intermittent Positions	9
Labor-Management Committees	9
Agency Committees	9
Purpose Agenda	10
Statewide Committee	9
Layoffs	32
Geographic Divisions	32
Guidelines	32
Limits	32
Re-employment	33
Recall	32
Leaves	57
Administrative	55
Application for	58
Authorization for	58
Bereavement Leave	56
Emergency	25
Failure to Return From	58
Hostage	61
Jury Duty	55
Military Leave	55
Occupational Injury	60
Personal Leave	47
Sick leave (See Sick Leave)	51
Supplement Worker's Compensation	60
Training/Continuing Education Programs	67
Union Leave	5
Unpaid Leaves	57
Vacation (See Vacation)	49
Witness Duty	56
Life Insurance	64
Longevity Pay	66
Lounge Areas	18
Mail Service	5
Maintenance of Membership	7
Management Rights	7
Meal Periods	20
Meeting Space	4
Meetings, Professional	56

Subject	Page
Nepotism	31
No Strike/No Lockout	70
Non-Discrimination	2
1000 Hour Assignment	26
OBES	26
ODOT	26
Orientation Training	67
Orientation; Union	5
Overtime	22
Overtime, Payment for	23
Overtime, Seasonal, Intermittent, Temporary	9
Performance Evaluation	35
Appeals	36
Limits	36
Use	35
Personal Property	18
Personal Protective Clothing and Equipment	13
Personal Vehicle	58
Personnel Files	36
Employee Notification	37
Review of	36
Phone Use, Emergency	18
Polygraph/Drug Tests	40
Pre-Retirement Programs	67
Pregnancy Hazards, Concern for	16
Printing of Agreement	5
Probationary Periods	7
Promotions	65
Promotions and Transfers	29
Posting	30
Promotion	29
Selection	31
Transfers	31
Reassignments	21
Renegotiations	72
Report Pay	23
Report-In Locations	21
Rest Periods	20
Roll Call Pay	66
Savings	70
Schedules, Work	19
Seasonal Employees	9
Seniority, Definition	28
Shift Differential	66
Shift Rotation, Swing Shifts and Split Shifts	24
Sick Leave	51
Accrual	51
Carry-Over and Conversion	54
Definition	51

Subject	Page
Notification	52
Sick Leave Policy	52
Staffing Concerns, Special Task Force on	18
Stand-By Pay	24
Step Movement	65
Stewards	3
Sub-Contracting	69
Successor	71
Supervisory Intimidation	38
Technological Change	68
Temporary and Intermittent Positions, Salaries of	9
Temporary Positions	8
Temporary Working Level	25
Temporary, Intermittent, Interim or Seasonal Employees	8
Time Clocks	25
Time Off, Meeting Space and Telephone Use	45
Tools	60
Toxic Chemicals, the Right-to-Know About	14
Training	67
Training And Development	67
Training Records	67
Training, In-Service	67
Travel	58
Duty to Report	59
In-State	58
Out-of-State	58
Overnight Stays	58
Payment	59
Reimbursement	58
Tuition Reimbursement Programs	68
Uniforms	59
Union Activities	4
Union Input (Training/Continuing Education)	68
Union Offices	6
Union Rights	3
Unit Agreements	142
Unit 3	142
Unit 4	142
Unit 6	144
Unit 7	146
Unit 9	146
Unit 14	146
Unsafe Conditions	13
Vacancy	29
Vacation	49
Accrual, Maximum	49
Accrual, Rate of	49
Disposition of Work During	50

Subject	Page
Payment Upon Separation Procedure	50
Vehicle Inspection	49
Video Display Terminals	17
Voting	14
Wage Increases	56
Wages, Schedule of	65
Wash-Up Time	24
Water and Restroom Facilities	17
Work Rules	71
Work Week, Standard	19
Worker's Compensation Waiting Period, Coverage for	60
Working Alone	15
Working Out of Class	33