

# **CONTRACT**

**Between**



**THE STATE OF OHIO**

**And**



**OHIO CIVIL SERVICE  
EMPLOYEES ASSOCIATION  
AFSCME Local 11  
AFL-CIO**

**1994-1997**



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## **"PREAMBLE"**

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

## **ARTICLE 1 - RECOGNITION**

### **1.01 - Exclusive Representation**

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

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

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

### **1.02 - Inclusion/Exclusion of Existing Classifications**

If it is believed that the bargaining unit status of a position has changed for a reason other than **Error! Bookmark not defined.** fiduciary relation, the Office of Collective Bargaining or the Union, whichever is proposing the change, shall notify the other. Following such notice, a joint or single-party petition may be filed with the State Employment Relations Board (SERB). No change in bargaining unit status shall be effective prior to a final determination by SERB.

### **1.03 - Fiduciary Positions**

When a dispute occurs over the designation of a position as fiduciary under the provisions of Section **Error! Bookmark not defined.**124.11 of the Ohio Revised Code, the matter shall be resolved through discussion between the Director of the Office of Collective Bargaining and the Executive Director of the Union. If such discussion does not resolve the matter, either party may submit the issue to a mutually agreed upon arbitrator. No change in bargaining unit status shall be effective until formal written agreement is executed between OCB and the Union or a final determination is issued by the arbitrator.

### **1.04 - Inclusion/Exclusion of New Classifications**

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

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

### **1.05 - 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

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### **1.05 - 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.

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**

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 83-64, 87-30, or 92-287V of the State of Ohio on the basis of race, sex, creed, color, religion, age, national origin, political affiliation, disability, sexual orientation, or veteran status. Except for rules governing nepotism, neither party shall discriminate on the basis of family relationship. The Employer shall prohibit sexual harassment and take action to eliminate sexual harassment in accordance with Executive Order 87-30, Section 4112 of the Ohio Revised Code, and Section 703 of Title VII of the Civil Rights Act of 1964 (as amended).

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

### **2.02 - Agreement Rights**

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

### **2.03 - Affirmative Action**

The Employer and the Union agree to work jointly to implement positive and aggressive affirmative action programs in order to redress the effects of past discrimination, whether intentional or not, to eliminate current discrimination, if any, to prevent further discrimination, and to ensure equal opportunity in the application of this Agreement.

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

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

## **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 **aError! Bookmark not defined.**cross agency lines. In situations where there are only a few employees of one Agency working at the facility of another Agency, agreement to such representation shall not be unreasonably withheld. In situations where there are only a few employees of one Agency in a county, the Employer agrees that the right of stewards from one Agency to represent bargaining unit employees from other Agencies shall not be unreasonably denied. The Employer recognizes that to ensure adequate union representation, in occasional or unusual circumstances limited travel time for stewards may be necessary. The Union will notify the Agency in writing of the stewards designated prior to the steward assuming any duties.

It is understood that the release of stewards is for contract administration purposes. Reasonable diligence will be exercised by stewards in performing their duties so that they do not interfere with the operational needs of the employer.

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

### **3.03 - Union Activities**

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

Reasonable time, not to exceed one (1) hour, shall be allowed during work hours of members of any committee established by this Agreement to caucus immediately before the meeting. Employee participation in grievance meetings shall be pursuant to Article 25.

### **3.04 - Meeting Space**

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

### **3.05 - Bulletin Boards**

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

### **3.06 - Mail Service**

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

### **3.07 - Union Orientation**

Where the Employer has a structured employee orientation program, the Union shall be permitted to make a presentation not to exceed fifteen (15) minutes in duration regarding the Union. The Employer will notify the Union of newly hired employees at reasonable intervals, but no later than before a scheduled orientation session.

### **3.08 - Information Provided to the Union**

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

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

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

### **3.09 - Printing of Agreement**

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

### **3.10 - Union Leave**

A reasonable number of local union representatives at any one time shall be allowed time off without pay for union business such as state or area-wide meetings called by OCSEA, AFSCME Local 11 or its affiliates or state conventions or conferences called by OCSEA, AFSCME Local 11 or AFSCME and the state AFL-CIO annual convention or AFSCME international conventions, provided such representative shall give reasonable notice to his/her supervisor prior to such absence. The Union shall provide seventy-two (72) hours advance written notice to the Office of Collective Bargaining of such absences, except where circumstances make such notice impossible, in which case the Union shall provide as much advance notice as practicable.

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

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

### **3.11 - Union Offices**

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

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

## **ARTICLE 4 - CHECKOFF**

### **4.01 - Dues Deduction**

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

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

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

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

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

### **4.02 - Fair Share Fee**

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

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

### **4.03 - Maintenance of Membership**

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

### **4.04 - 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 one hundred twenty (120) days for classifications paid at grades 1 to 7 and grades 23 to 28 or one hundred eighty (180) days for classifications paid at grades 8 to 12 and grades 29 to 36. However, the Disability Claims Adjudicator 1, Reclamation Inspector 1, and all Attorney classifications, shall have a probationary period of twelve (12) months from the effective date of hire or promotion. A one hundred eighty (180) day probationary period for Correction Officers and Juvenile Correction Officers will commence when the employee completes the initial period of training at the Correctional/DYS Training Academy. Periods worked by such employees prior to attending such training shall be counted toward the probationary period.

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

An employee's probationary period may be extended by a period equal to employee leaves of fourteen (14) consecutive days or longer, except for approved periods of vacation leave.

The Employer will not modify the duration of a probationary period of a classification(s) without mutual consent except for Unit 3 and 6 employees in DYS and Rehabilitation and Correction 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.

Probationary periods for an employee may be extended by mutual agreement between the Union and Management.

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

A temporary, intermittent, interim or seasonal employee who becomes a permanent employee in the same agency, classification and job duties will be credited with their time served, but no more than one-half (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, interim, intermittent or seasonal employment prior to receiving a permanent appointment shall acquire seniority for such time only if that permanent appointment occurred prior to July 1, 1989.

## **ARTICLE 7 - OTHER THAN PERMANENT POSITIONS**

### **7.01 - Temporary Positions**

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

### **7.02 - Interim Positions**

Interim positions are those positions in which the work is of a temporary nature and the duration is fixed by the length of absence of an employee on an approved leave of absence. The duration of interim positions shall not exceed thirty (30) days plus the length of the leave of absence.

### **7.03 - Intermittent Positions**

Intermittent positions are those positions in which work is of an irregular and unpredictable nature and which do not exceed one thousand (1000) hours per employee in any twelve (12) month period. The Employer agrees not to use intermittent positions to avoid filling permanent full-time positions. The allocation and use of intermittent positions shall be an appropriate subject for the Labor-Management Committee.

### **7.04 - Seasonal Employees**

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

### **7.05 - Salaries of Temporary, Intermittent and Interim Positions**

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

### **7.06 - Seasonal, Intermittent, Interim, Temporary Overtime**

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

### **7.07 - Work Scheduling**

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

## **ARTICLE 8 - LABOR-MANAGEMENT COMMITTEES**

### **8.01 - Agency Committees**

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

### **8.02 - Committee Purpose and Agenda**

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

- A. Discuss the administration of this Agreement;
- B. Notify the Union of changes contemplated by the Employer which may affect bargaining unit employees;
- C. Discuss the future needs and programs of the Employer;
- D. Disseminate general information of interest to the parties;

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

### **8.03 - Time Off**

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

### **8.04 - Labor-Management Relations**

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

## **ARTICLE 9 - OHIO EMPLOYEE ASSISTANCE PROGRAM**

### **9.01 - Joint Promotion**

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

### **9.02 - Ohio EAP Advisory Committee**

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

### **9.03 - Ohio EAP Steward Training**

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

**9.04 - Employee Participation in Ohio EAP**

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

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

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

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

**ARTICLE 10 - CHILD CARE**

**10.01 - Eligibility**

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

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

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

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

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

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

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

**10.02 - Verification**

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

**10.03 - Reimbursement Schedule**

Maximum reimbursement shall be as follows:

A. \$500.00 for one eligible child

B. \$800.00 for two eligible children

C. \$100.00 for each eligible child thereafter to a maximum family allotment of \$1000.00.

Reimbursements shall be prorated by family income, as follows:

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

#### **10.04 - Dependent Care Spending Account Program**

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

- A. It is in accordance with all applicable state and federal statutes, rules, and regulations;
- B. It assists in paying the expenses of caring for a dependent child or adult for whom care must be provided in order for the employee to work;
- C. All permanent full-time and permanent part-time employees are eligible to participate;
- D. The program has an annual open-enrollment period.

### **ARTICLE 11 - HEALTH AND SAFETY**

#### **11.01 - General Duty**

Occupational health and safety are the mutual concern of the Employer, the Union and employees. The Union will cooperate with the Employer in encouraging employees to observe applicable safety rules and regulations. Employees or the Union shall report safety and health violations of which they are aware to their supervisor. The Employer and employees shall comply with applicable Federal, State and local safety laws, rules and regulations, 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, except as specifically required by law and this Agreement. Disposable gloves, disinfectant, and mouth pieces will be accessible to employees while in direct care of patients, clients, inmates or youth.

#### **11.03 - Unsafe Conditions**

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

No employee shall be required to operate equipment that any reasonable operator in the exercise of ordinary care would know might cause injury to the employee or anyone else. An employee shall not be subject to disciplinary action by reason of his/her failure or refusal to operate or handle any such unsafe piece of equipment. In the event that a disagreement arises between the employee and his/her supervisor concerning the question of whether or not a particular piece of equipment is unsafe, the Agency/Facility safety designee shall be notified and the employee shall not be required to operate the equipment until the Agency/Facility safety designee has inspected said equipment and deemed it safe for operation.

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

his/her duties according to Agency policies and procedures before refusing to perform an alleged unsafe or dangerous act or practice pursuant to this Section.

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

#### **11.04 - Communicable Diseases**

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

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

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**Error! Bookmark not defined.

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

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

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

### **11.08 - Working Alone**

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

### **Error! Bookmark not defined.11.09 - Asbestos**

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

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

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

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

### **11.10 - Concern for Pregnancy Hazards**

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

### **11.11 - Health and Safety Committees**

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

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

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

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

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

- A. Meet on a definitely established schedule, but in no case more frequently than once a quarter, unless otherwise mutually agreed;
- B. Arrange periodic inspections to detect, evaluate and offer recommendations for control of potential health and safety hazards including working alone situations;
- C. Appoint members of the Union to accompany inspections;
- D. Receive copies of all accident and illness reports, lists of toxic materials and exposure records; when incident reports involve clients, patients and/or inmates, for purposes of confidentiality, a separate accident report will be prepared omitting the name(s) of the client(s), patient(s) or inmate(s);
- E. Promote health and safety education; and
- F. Maintain and review minutes of all Committee meetings.

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

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

#### **11.12 - Physical Exams**

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

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

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

#### **11.13 - Duty to Report**

All employees who are injured or who are involved in an accident/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 maintain a program to certify qualified inspectors who shall make a comprehensive inspection. Any deficiencies revealed by such inspection shall be promptly corrected by the Agency.

#### **11.15 - Water and Restroom Facilities**

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

### **11.16 - Personal Property**

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

### **11.17 - Lounge Areas**

Existing lounges shall be maintained by the Employer.

### **11.18 - Emergency Phone Use**

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

## **ARTICLE 12 - STAFFING CONCERNS**

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

## **ARTICLE 13 - WORK WEEK, SCHEDULES AND OVERTIME**

### **13.01 - Standard Work Week**

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

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

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

The Employer and the Union may discuss alternate work schedule arrangements as reflected in Section 13.14. Part-time employees shall be surveyed to determine the number of hours they would like to work. The Employer shall attempt to schedule each part-time employee for his/her preferred number of hours in seniority order. Part-time employees shall receive posted schedules showing the days and number of hours they shall work.

### **13.02 - Work Schedules**

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

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

Work schedules for employees who work in five (5) day 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**Error! Bookmark not defined.

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

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

### **13.04 - Rest Periods**

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

### **13.05 - Reassignments Within Institutions**Error! Bookmark not defined.Error! Bookmark not defined.

A. **Error! Bookmark not defined.**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 PUCO field employees shall be the particular project to which they are assigned or 20 miles, whichever is less.

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

### **13.07 - Overtime**

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

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

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

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

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

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

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

### **Emergency Overtime**

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

### **13.08 – Call-Back Pay**

Employees who are called to report to work and do report outside their regularly-scheduled shift will be paid a minimum of four (4) hours at the straight time regular rate of pay or actual hours worked at the overtime rate, whichever is greater providing such time does not abut the employee's regular shift. 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 worked in any calendar week. Compensatory time off will be earned on a time and one-half (1 1/2) basis. The maximum accrual of compensatory time shall be two hundred forty (240) hours. When the maximum hours of compensatory time accrual is 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** Error! Bookmark not defined.

An employee is entitled to stand-by pay if he/she is required by the Agency in writing to be on stand-by, that is, to be available for possible call to work. If it is not practical to notify an employee in writing regarding stand-by status, the employer may utilize oral or telephone means. Stand-by status may be cancelled by telephone, providing written notice of such cancellation is provided to the employee within forty-eight (48) hours. An employee entitled to stand-by pay shall receive twenty-five percent (25%) of

his/her base rate of pay for each hour he/she is in stand-by status. Stand-by time will be excluded from overtime calculation.

### **13.13 - Flextime/Four Day Work Week**

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

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

### **13.14 - Shift Rotation, Swing Shifts and Split Shifts**

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

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

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

### **13.15 - Emergency Leave**

Employees directed not to report to work or sent home due to weather conditions or another emergency shall be granted leave with pay at regular rate for their scheduled work hours during the duration of the emergency. Employees required to report to work or required to stay at work during such emergency shall receive pay at time and one-half (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, except as mutually agreed otherwise by the parties. During the term of this Agreement, the parties agree to establish a joint labor-management committee for the purpose of examining the impact of an automated state payroll system upon this Agreement and developing recommendations for the implementation of such a system.

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

### **13.18 - Internal Interim Appointments to Non-Bargaining Unit Positions**

Bargaining unit employees who are appointed to internal interim positions which are not covered by this Agreement will be compensated as if in a temporary working level pursuant to Section 13.17. Such employees will be considered a member of the bargaining unit for the duration of such interim assignment;

but shall not represent either the Employer or the Union in labor-management issues or the administration of this Agreement while holding the interim appointment.

## **ARTICLE 14 - (RESERVED FOR FUTURE USE)**

### **ARTICLE 15 - EMPLOYMENT SECURITY**

A Joint State/OCSEA Committee on employment security consisting of not more than five (5) representatives from Labor and not more than five representatives from the State shall jointly study and attempt to resolve matters of mutual concern regarding employment security, including joint demonstration projects to provide assistance to dislocated workers. The Committee will be advisory in nature and may examine and make recommendations on matters such as, but not limited to, the following:

- A. Exploring alternate employment opportunities within each agency for employees from that agency or other agencies who are disabled as a result of performance of their duties;
- B. Development and implementation of programs and procedures to facilitate the training and re-training of current employees to maximize opportunities for responding to changes in work force requirements, technologies and needed skills; and
- C. Establishment and implementation of programs to assist state employees who face dislocation or who are dislocated from their jobs as a result of layoff or reorganization, including career counseling, resume writing support, job search skills development and assistance, employability planning and preparation, and job re-training.

This Committee shall have authority to discuss only those matters contained in this Article. This Committee shall have no authority to amend this Agreement or negotiate any matter.

### **ARTICLE 16 - SENIORITY**

#### **16.01 - Definitions**

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

- A. "State seniority" - the total seniority credits accrued since the employee's last date of hire with the state;
- B. "Institutional seniority" - the total seniority credits accrued since the employee's last date of hire or transfer into the specific institution where the employee is currently employed; except that in the Department of Rehabilitation and Correction transfer of institutional seniority credits into newly activated institutions shall be as follows:
  - 1. Bargaining unit employees who are transferred through the 30th day after the first inmate (other than cadre) arrives shall carry with them their institution seniority credits;
  - 2. Bargaining unit employees who are transferred after the 30th day from the time the first inmate (other than cadre) shall not be permitted to transfer institution seniority credits.
- C. "Seniority credit" - the total number of pay periods during which an employee held or had a right to return to a bargaining unit position, including periods of absence resulting from suspension, leaves of absence whether paid or unpaid, disability leave, leave for periods of workers' compensation (up to three years), and layoff (for as long as the employee remains on the recall list).

Except as provided under section 16.02, continuous service will be interrupted only by resignation, discharge for just cause, disability separation, failure to return from a leave of absence or failure to respond to a recall from layoff.

Each full-time employee shall be credited with one seniority credit for each pay period of continuous service. Part-time and fixed-term seasonal employees will be credited with .0125 seniority credit for each non-premium hour of compensation in each pay period not to exceed one (1) seniority credit in a

pay period. Service credit shall be computed in years and days as is the past practice and shall be credited for all periods for which "seniority credits" are granted.

#### **16.02 - Exceptions**

##### **A. Return from disability separation/disability retirement**

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

##### **B. Non-bargaining unit service**

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

#### **16.03 - Ties****Error! Bookmark not defined.****Error! Bookmark not defined.**

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

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

#### **16.04 - Seniority Rosters**

Effective September 1, 1994, and quarterly thereafter, the Employer shall prepare a roster of all bargaining unit employees in an institution, geographic jurisdiction or agency as appropriate. The roster will list employees in descending order of State seniority credits and will contain each employee's name, State seniority credits, and Institutional seniority credits if applicable. Seniority rosters will be provided to the chapter president or assembly president and posted in the work areas of affected employees. Each employee's individual employee seniority credits will be displayed on the employee's earnings statement.

#### **16.05 - Conversion**

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

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

B. On or before April 1, 1994, the Employer shall prepare and post a seniority roster of all bargaining unit employees in each institution, geographic jurisdiction or agency as appropriate, in descending order of State seniority date with ties broken in accordance with the provisions of Section 16.03. This roster will contain the name, State seniority date, Institutional seniority date and the last four digits of each employee's social security number. The roster will reflect all adjustments to seniority dates which have been necessary or have been agreed upon prior to the date of posting.

Bargaining unit employees shall have until April 30, 1994, to bring to the attention of the Employer errors in the seniority dates or relative rankings on such roster. In the event an employee wishes correction to be made in a roster, the employee shall file a written statement with the labor relations officer stating the exact nature of the error and the change(s) necessary to correct the roster. A copy of this written statement shall be promptly forwarded to the chapter president or assembly president by the labor relations officer. Except for written requests to correct the roster that are filed by April 30, 1994, all seniority dates and rankings shown on the roster shall be considered correct.

The chapter president or assembly president and the labor relations officer shall meet not later than May 10, 1994, to resolve errors and correct the seniority roster. If disputes over the roster continue on June 30, 1994, they will be submitted to a special tribunal consisting of two representatives designated by the Office of Collective Bargaining, two representatives designated by the Union and a neutral chair selected by these designated representatives from among the members of the grievance mediation panel. The tribunal will consider the written request for correction initially submitted, brief written statements submitted by the chapter president or assembly president and the labor relations officer following their meeting, and information available from the personnel records of the Department of Administrative Services in resolving disputes. No testimony or witnesses will be heard in the resolution of these matters. The tribunal will resolve all matters by majority vote and will issue its determination(s) prior to August 15, 1994. All determinations of the tribunal shall be final and binding upon all parties.

C. Effective September 1, 1994, seniority credits shall replace seniority dates as the basis for determining relative seniority standing or seniority rights under this Agreement. Except for corrections provided for under this section, such conversion shall not result in a change in the relative standing of employees from that listed on the posting of April 1, 1994, as provided in paragraph B.

D. Adjustments or corrections in seniority dates or seniority credits pursuant to paragraph B of this section shall not be applied retroactively. Such changes shall not alter personnel actions, layoffs or bumping rights which have taken place prior to September 1, 1994.

## **ARTICLE 17 - PROMOTIONS, TRANSFERS, AND RELOCATIONS**

### **17.01 - Policy**

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

The determination of an excess is a management right per Article 5 and is non-grievable and shall not be used to dispute the rationale for job abolishments and/or layoffs in Article 18.

### **17.02 - Definitions**

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

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

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

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

E. "Vacancy" is an opening in a permanent full-time or permanent part-time position within a specified bargaining unit covered by this Agreement which the agency determines to fill by transfer or promotion.

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

1. Permanent transfer as set forth in Section 17.08;
2. Bumping or displacement as set forth in Article 18;

3. Recall as set forth in Article 18;
4. Re-employment as set forth in Section 18.12;
5. Cross geographical jurisdiction bidding as set forth in Section 18.13; and
6. Promotion as set forth in Article 17.
7. Lateral transfer as set forth in Article 17;

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

G. "Demotion" is defined as a job movement to a lower pay range.

#### **17.03 - Promotional/Lateral Transfer Period**

Employees who are promoted or laterally transferred to a different classification shall serve a probationary period pursuant to Section 6.01.

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

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

#### **17.04 - Posting**

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

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

#### **17.05 – Applications**

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

A. For the vacancies that the Employer intends to fill by promotion the applications shall be divided as follows:

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

4. All other employees of the Agency.
5. All other employees of the State.

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

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

B. For vacancies that the Employer intends to fill by permanent transfer, the applications shall be listed according to those in the same classification who possess and are proficient in the minimum qualifications of the classification specification and position description of the posted position in descending order of the most senior to the least senior.

#### **17.06 - Selection**

- A.
1. The Agency shall first review the bids of the applicants from within the office (or offices if there is more than one office in the county), county or "institution." If the position is in a classification which is assigned to pay range thirty (30) or lower, 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. If the position is in a classification which is assigned to pay range thirty-one (31) or higher, the job shall be awarded to an eligible bargaining unit employee on the basis of qualifications, experience and education. When these factors are substantially equal, State seniority shall be the determining factor. Affirmative action shall be a valid criterion for determining demonstrably superior. Interviews may be scheduled at the discretion of the Agency. Such interviews may cease when an applicant is selected for the position.
  2. If no selection is made in accordance with the above, then the Agency will first consider those employees filing bids under Sections 17.05 (A) (2) and 17.05 (A) (3). Employees bidding under Sections 17.05 (A) (3) shall have grievance rights through Step 4 to grieve non-selection. Employees bidding under Sections 17.05 (A) (4) or (A)5) shall have no rights to grieve non-selection.
  3. If a vacancy is not filled as a promotion pursuant to Sections 17.05 and 17.06, bids for a lateral transfer shall be considered. Consideration of lateral transfers shall be pursuant to the criteria set forth herein. The Agency shall consider requests for lateral transfers before considering external applications. Denial of such lateral transfer request(s) are grievable. The successful applicant shall possess and be proficient in the minimum qualifications of the position description and the classification specification. If there are multiple applicants, the selection will be made from the most senior applicant that meets minimum qualifications as stated above.
- B. In institutions lateral transfers shall be accomplished as follows:
1. No more than ten percent (10%) of the bargaining unit employees in an institution, as determined by the table of organization, may make lateral transfers out of that institution in a calendar year.
  2. The number of bargaining unit vacancies in an institution during the previous calendar year shall be determined in the first week of January of each year. Ten percent (10%) of that number shall be determined by rounding up, and that number plus ten percent (10%) of any new vacant positions added to the Table of Organization, shall be used to determine the maximum number of vacancies that the institution shall be required to accept by lateral transfer during the ensuing year.
  3. In the Department of Rehabilitation and Correction during the first twelve (12) months of operation, each newly activated institution will be required to fill the first twenty-five percent (25%) of their posted vacancies through lateral transfers from other institutions. (Additional vacancies may be filled by lateral transfers at management's discretion.) Thereafter, such institution shall accept lateral transfers in the same manner as all other institutions.
  4. This Section shall not modify work areas or the application of pick-a-post agreements.

C. In cases of permanent transfer the applicant who possesses and is proficient in the minimum qualifications of the classification specification and position description and has the most seniority shall be selected.

**17.07 - Civil Service Examinations**Error! Bookmark not defined.Error! Bookmark not defined.Error!  
Bookmark not defined.

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 and/or position descriptions which have been approved by the Department of Administrative Services may require the use of **Error! Bookmark not defined.**proficiency testing in determining qualifications. Proficiency testing shall be used only to determine whether or not a candidate meets the **Error! Bookmark not defined.**minimum qualifications of the classification specification or position description and shall not be used for purpose of determining relative skills and ability.

**17.08 - Permanent Transfers**Error! Bookmark not defined.Error! Bookmark not defined.

A. When it is determined by the Employer that a vacancy exists in a classification for which there are excessive employees located in an institution or in counties other than the headquarters county of the vacant position, then the permanent transfer vacancy posting process may be utilized. In this case, only employees in the same classification as the posted vacancy located in the declared areas of excess shall be eligible to apply for the vacancy. Only provisions of Section 17.06 (B) apply for the selection of that vacancy.

B. The successful applicant(s) for all permanent transfers shall serve a **Error! Bookmark not defined.**trial period equivalent to one half (1/2) the probationary period that corresponds to the classification of the vacancy as listed in Section 6.01. During this trial period, the Employer maintains the right to place the employee back in the previous site prior to the transfer if the employee fails to perform the job requirement of the new position to the Employer's satisfaction.

C. Each agency will identify the areas deemed to be in excess at least quarterly and will keep the Union updated on any changes as soon as practicable. Notices to the Union of a layoff or job abolishment shall be considered adequate notice of an excess.

**17.09 - Permanent Relocation**Error! Bookmark not defined.Error! Bookmark not defined.

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

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

Permanent relocations shall function as follows:

A. The agency shall canvass the areas of excess for volunteers to move to the area of need. This canvass shall be accomplished by a posting of the relocation opportunity for three (3) workdays.

B. The agency shall relocate the volunteer that possesses and is proficient in the minimum qualifications and has the most seniority.

C. If there are no volunteers in the area(s), the agency may relocate the employee with the least seniority who possesses and is proficient in the minimum qualifications of the classification specification in the position description, to the area of need.

D. In cases of involuntary relocation, the employee has a preferential right to return to the previous job site from which he/she was relocated for up to one year, provided that there is a need or a posted vacancy in the same classification as the relocated employee.

E. The permanently relocated employee shall only be relocated to perform duties appropriate to the same classification which he/she holds. Such relocation(s) do not constitute the creation or filling of a vacancy pursuant to Section 17.02.

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

#### **17.10 - Demotions**

Employee requested demotions shall only be done with the approval of the Employer.

#### **17.11 - Nepotism**

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

#### **17.12 - 1000 Hour Transfer**

Nothing herein will circumvent provisions of the 1000 hour transfer for **Error! Bookmark not defined.** ODOT and **Error! Bookmark not defined.** OES and **Error! Bookmark not defined.** BES.

### **ARTICLE 18 - LAYOFFS**

#### **Error! Bookmark not defined.18.01 - Layoffs**

Layoffs of employees covered by this Agreement shall be made pursuant to ORC **Error! Bookmark not defined.** 124.321-.327 and **Error! Bookmark not defined.** Administrative Rule 123:1-41-01 through 22, except for the modifications enumerated in this Article.

#### **18.02 - Guidelines**

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

#### **18.03 - Implementation of Layoff Procedure**

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

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

#### **Paper Layoff**

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

The parties agree to establish an operations area that can be used to coordinate the layoff and related personnel transactions during the time period when employees will be exercising their options. This operations area will include necessary management and the union representatives. OCSEA staff representatives may also be in attendance.

This procedure shall provide for the following:

A. The Employer and the Union will share all information about employee electives and will make all reasonable efforts to assure that each employee receives notice and forwards a written selection of their electives.

B. All potentially affected employees will be given a bumping selection form that identifies potential options. Each employee will select options available to them and will list them in the order of their priority. Employees will be given five (5) working days to complete and return the forms. Copies of the forms will be sent by the Employer to the Union.

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

D. Work shall be divided by classification groups to limit the number of people that need to be contacted in a time period. All employees will be advised that they will receive written notice of their final status when the displacement process is completed.

E. If an employee has not completed the "displacement selection form" and cannot be reached within fifteen (15) minutes, a union designee will make a selection on the employee's behalf. The selection will be to the least senior person in the same classification. If the employee is unable to utilize this right, the employee will be placed in the least senior position in the same or similar class grouping (Appendix I) in descending order. This choice will be final.

**18.04 - Bumping in the Same Office, Institution or County**Error! Bookmark not defined.Error! Bookmark not defined.Error! Bookmark not defined.Error! Bookmark not defined.Error! Bookmark not defined.

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 **Error! Bookmark not defined.**Appendix I) provided that the affected employee is qualified to perform the duties.

**18.05 - Bumping in the Agency Geographic Jurisdiction**

If the affected employee is unable to bump within the office, institution or county, then the affected employee shall have the option to bump a less senior employee in accordance with Section 18.03 within the appropriate geographic jurisdiction of their Agency (see **Error! Bookmark not defined.**Appendix J).

**18.06 - Previously Held Classifications**Error! Bookmark not defined.Error! Bookmark not defined.Error! Bookmark not defined.

If the affected employee has exhausted all of his/her bumping rights as set forth in Sections 18.04 and 18.05, then the affected employee shall have the option to bump the least senior employee in the classification, within the geographic jurisdiction as defined by **Error! Bookmark not defined.**Appendix J, which the affected employee had most recently held within the five (5) year period in the chronological order that other classifications were previously held.

**18.07 - Bumping Outside the Unit**Error! Bookmark not defined.

A. Bargaining unit employees shall first **Error! Bookmark not defined.**exhaust all bumping rights under Sections 18.04, 18.05 and 18.06. If no bumps are available, they may bump outside the bargaining unit into exempt classifications with lesser **Error! Bookmark not defined.****Error! Bookmark not defined.**appointment category (type) according to the order of layoff provisions found in the Revised Code and Administrative Code and incorporated by reference into this Article.

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

41-09(B)(3)]. The remainder of the employee's retention points shall be calculated according to the Code provisions. (See 123:1-41-09)

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

**18.08 - Limits**Error! Bookmark not defined.

There shall be no bumping for Bargaining Unit 3 employees in the Department of **Error! Bookmark not defined.**Rehabilitation and Correction. There shall be no inter-agency bumping. There shall be no inter-unit bumping except in those cases allowed by current administrative rule or where a class series overlaps more than one unit.

**18.09 - Geographic Divisions**Error! Bookmark not defined.

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

**18.10 - Classification Groupings**

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

**18.11 - Recall**Error! Bookmark not defined.

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

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

Notification of recall shall be by certified mail to the employee's last known address or hand delivered to the employee with proof of receipt. Employees shall maintain a current address on file with the Agency. Recall rights shall be within the Agency and within recall jurisdictions as outlined in **Error! Bookmark not defined.**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.

**18.12 - Bidding Rights for Employees on Layoff**Error! Bookmark not defined.Error! Bookmark not defined.

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

**18.13 - Re-employment**Error! Bookmark not defined.Error! Bookmark not defined.Error! Bookmark not defined.

If the vacancy is not filled pursuant to Section 18.14, then the Employer must offer re-employment rights pursuant to **Error! Bookmark not defined.**Administrative Rule 123:1-41-17. Such rights shall be for twenty-four (24) months.

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

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

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

**18.14 - Placement**Error! Bookmark not defined.

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

**18.15 - Service Credits**Error! Bookmark not defined.

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

## **ARTICLE 19 - WORKING OUT OF CLASSE**Error! Bookmark not defined.

### **19.01 - Position Descriptions**

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

### **19.02 - Grievance Steps**Error! Bookmark not defined.

#### **Step 1 - Filing the Grievance With the Agency Director or Designee**

If an employee or the Union believes that he/she has been assigned duties not within his/her current classification, the employee or the Union may file a grievance with the Agency Director or designee. The Agency Director or designee shall investigate and issue a decision after review and approval by the Office of Collective Bargaining, within fifteen (15) calendar days. A copy of the Director's or designee's decision shall be provided to the Grievant and OCSEA. If the parties mutually agree, a meeting to attempt to resolve the grievance may be held at the grievant's work site prior to the issuance of the decision of the Director or designee. A request by the Office of Collective Bargaining to discuss the resolution of the grievance shall not extend the twenty (20) day period within which the Union has a right to appeal the matter to arbitration under Step 2. If the Director or designee determines that the employee is performing duties which meet the classification concept and which constitute a substantial portion of the duties (i.e., 20% or more of the employee's time) specified in another classification specification, the Director shall order the immediate discontinuance of the inappropriate duties being performed by the employee, unless the parties agree to the reclassification of the person and position pursuant to the provisions of this Article.

If the duties are determined to be those contained in a classification with a lower pay range than the employee's current classification, no **Error! Bookmark not defined.**monetary award will be issued.

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

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

### **Step 2 - Appeal to 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 twenty (20) days of the Step 1 answer. If the Employer fails to issue an answer, the Union may appeal the grievance to arbitration at such time as it discovers such failure to answer, but not more than 180 days from the original filing of the grievance.

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

Present at the hearing shall be a union representative, the grievant or the employee whose duties are being challenged, and a management representative and agency designee who will present their arguments to the arbitrator. The employee's position description will be admitted into evidence at the hearing. If the Union disagrees with the accuracy of the position description, it may file objections with the Management advocate accompanied by its version of what actual duties were performed at least two (2) days in advance of the arbitration hearing. The objections filed by the Union will be admitted into evidence. The arbitrator will issue a binding bench decision at the conclusion of the hearing, which will identify if the employee was working out of classification and for what period of time. If the arbitrator determines that the employee is performing duties in a classification which carries a higher pay range than the employee's current classification, the arbitrator shall order the Employer to immediately discontinue such assigned duties. The determination of a monetary award shall be in accordance with Section 19.02 Step 1 above. However, if the Union and the Employer agree that the higher level duties are of a permanent nature and that the situation is otherwise in compliance with the provisions of this article, they shall provide the arbitrator with a written statement to that effect and the arbitrator shall order the Employer to reclassify the employee to the higher level classification.

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

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

**19.03 - Holding Classes**Error! Bookmark not defined.Error! Bookmark not defined.Error! Bookmark not defined.

Grievances may be filed and processed pursuant to this Article with respect to those alleged duties performed by an individual in a holding classification which are contained in a classification which carries

a higher pay range than the employee's current classification. The documents for comparison by the arbitrator shall be:

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

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

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

#### **19.04 - No Pre-positioning**Error! Bookmark not defined.Error! Bookmark not defined.

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

### **ARTICLE 20 - PROFESSIONAL ISSUES COMMITTEE**

#### **20.01 - State Professional Committee**Error! Bookmark not defined.

The parties will establish a joint labor-management committee to provide specific representation for **Error! Bookmark not defined.** bargaining unit 13 and 14 employees. The Committee will consist of five (5) representatives from the Union and five (5) representatives from the Employer, including at least one (1) representative of the Office of Collective Bargaining. The purpose of the Committee shall be to promote a climate of professionalism and constructive relations, and to discuss issues related to the specific interests of professional employees. The Committee shall meet at least twice each year and agendas for each meeting will be exchanged at least seven (7) days in advance to allow the parties to prepare to discuss matters of interest and concern to the other party.

#### **20.02 - Procedures**Error! Bookmark not defined.

The co-chair for management shall be the representative from the Office of Collective Bargaining. The Union co-chair shall be selected by the Union from among its membership on the Committee. The co-chairs shall have the responsibility of convening meetings and maintaining minutes of committee proceedings. Meetings will be held during regular business hours and employees will receive time off with pay at their regular rates, plus travel expenses under Article 32, to participate in committee meetings.

### **ARTICLE 21 - QUALITY SERVICES THROUGH**Error! Bookmark not defined.Error! Bookmark not defined. **PARTNERSHIP**

#### **21.01 - Statement of Principle**Error! Bookmark not defined.Error! Bookmark not defined.

The Employer and the Union are mutually committed to continual improvement of quality state provided services through a joint partnership involving union leaders and staff and the bargaining unit members they represent, agency directors and their agency management staff at all levels of their organizations. This partnership of union and management shall be known as the Quality Services through Partnership (QStP). The principles of this Article shall apply in all quality improvement processes utilized in agencies with OCSEA bargaining unit employees. QStP will be jointly developed, implemented and monitored. It is recognized by the parties that QStP is a separate process from the normal collective bargaining and contract administration procedures. The purpose of QStP program will be to establish a quality work culture and environment which allows for a collaboration of management and bargaining unit talents through use of the quality processes and procedures to develop and deliver quality services through union and management teamwork and employee involvement and empowerment. As a result of their

mutual commitment to improving quality services, the parties agree that quality outcomes and improvements resulting from QStP will not be used as the basis or rationale for layoffs.

**21.02 - Scope of Activities** Error! Bookmark not defined.

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

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

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

**21.03 - Steering Committees**

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

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

**21.04 - Training**

Training for all managers, supervisors, employees and union leaders and staff in the concepts, skills and techniques of the QStP processes and procedures will be conducted at the Employer's expense. It is the intent of this agreement that insofar as it is practical, bargaining unit leadership and their exempt counterparts (e.g., local union president and officers and Agency CEO or Director or Assistant Director

and Deputies will attend the same training). Whenever possible, the training in QStP matters will be presented by a joint union/management team, members of which will be designated by each party. The training will consist of the training offered or authorized through the State Office of Quality, as authorized by the Joint Steering Committee.

#### **21.05 - Employment Security Assurances**

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

### **ARTICLE 22 - PERFORMANCE EVALUATION**

#### **22.01 - Use** Error! Bookmark not defined. Error! Bookmark not defined.

The Employer may use performance evaluations pursuant to the **Error! Bookmark not defined.** Ohio Administrative Code Chapter 123:1-29, except as modified by this Article. All Agencies shall use the performance evaluation form developed in January of 1988, which may be revised periodically after consultation with the Union. If an Agency chooses to use a performance evaluation instrument different than that utilized by the Department of Administrative Services, it shall consult with the Union prior to implementing the new instrument.

#### **22.02 - Limits**

Measures of employee performance obtained through production and/or numerical **Error! Bookmark not defined.** quotas shall be a criterion applied in evaluating performance. Numerical quotas or **Error! Bookmark not defined.** 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**

Error! Bookmark not defined. **23.01 - Personnel Files** Error! Bookmark not defined. Error! Bookmark not defined.

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.

Except as may be specifically provided otherwise by law, only materials maintained in an employee's official personnel file shall be available to the public.

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

### **23.02 - Review of Personnel Files**

Employees and/or their authorized union representatives shall have the reasonable right to review the contents of their personnel files. Employees shall have access to all materials in their files except those prohibited by ORC Section 1347.08 (C). Such review may be made during normal working hours. Employees who are not normally scheduled to work when the Personnel Office is open may request to review their files through their supervisor. The supervisor will make the file available in a reasonable amount of time. Reasonable requests to provide one copy of 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. Abuse cases which are processed through the Arbitration step of Article 25 shall be heard by an arbitrator selected from the separate panel of abuse case arbitrators established pursuant to Section 25.04. Employees of the Lottery Commission shall be governed by O.R.C. Section 3770.02.

### **24.02 - Progressive Discipline**

The Employer will follow the principles of progressive discipline. Disciplinary action shall be commensurate with the offense.

Disciplinary action shall include:

- A. One or more oral reprimand(s) (with appropriate notation in employee's file);
- B. one or more written reprimand(s);
- C. a fine in an amount not to exceed two (2) days pay for discipline related to attendance only; to be implemented only after approval from OCB;
- D. one or more day(s) suspension(s);
- E. 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 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.

The deduction of fines from an employee's wages shall not require the employee's authorization for withholding of fines.

**24.03 - Supervisory Intimidation**Error! Bookmark not defined.

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**Error! Bookmark not defined.Error! Bookmark not defined.Error! Bookmark not defined.

An employee shall be entitled to the presence of a **Error! Bookmark not defined.**union **Error! Bookmark not defined.**steward at an **Error! Bookmark not defined.**investigatory interview upon request and if he/she has reasonable grounds to believe that the interview may be used to support disciplinary action against him/her.

An employee has the right to a meeting prior to the imposition of a suspension, a fine or termination. The employee may waive this meeting, which shall be scheduled no earlier than three (3) days following the notification to the employee. Absent any extenuating circumstances, failure to appear at the meeting will result in a waiver of the right to a meeting. An employee who is charged, or his/her representative, may make a written request for a continuance of up to 48 hours. Such continuance shall not be unreasonably denied. A continuance may be longer than 48 hours if mutually agreed to by the parties. 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**Error! Bookmark not defined.

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

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

If a final decision is made to impose discipline, the employee and Union shall be notified in writing. The OCSEA Chapter President shall notify the agency head in writing of the name and address of the Union representative to receive such notice. Once the employee has received written notification of the final decision to impose discipline, the disciplinary action shall not be increased.

Disciplinary measures imposed shall be reasonable and commensurate with the offense and shall not be used solely for punishment.

The Employer will not impose discipline in the presence of other employees, clients, residents, inmates or the public except in extraordinary situations which pose a serious, immediate threat to the safety, health or well-being of others.

An employee may be placed on administrative leave or reassigned while an investigation is being conducted except that in cases of alleged abuse of patients or others in the care or custody of the State of Ohio, the employee may be reassigned only if he/she agrees to the reassignment.

#### **24.06 - Prior Disciplinary Actions**

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

Records of other disciplinary action will be removed from an employee's file under the same conditions as oral/written reprimands after twenty-four (24) months if there has been no other discipline imposed during the past twenty-four (24) months.

The retention period may be extended by a period equal to employee leaves of fourteen (14) consecutive days or longer, except for approved periods of vacation leave.

#### **24.07 - Polygraph Stress Tests**

No employee shall be required to take a polygraph, voice stress or psychological stress examination as a condition of retaining employment, nor shall an employee be subject to discipline for the refusal to take such a test.

#### **24.08 - Drug Testing**

Unless mandated by federal law or regulation, there will be no random drug testing of employees covered by this Agreement. A listing of classifications currently subject to random testing is contained in Appendix M1. Any reasonable suspicion testing shall be conducted pursuant to Appendix M.

#### **24.09 - Employee Assistance Program**

In cases where disciplinary action is contemplated and the affected employee elects to participate in an Employee Assistance Program, the disciplinary action may be delayed until completion of the program. Upon notification by the Ohio EAP case monitor of successful completion of the program under the provisions of an Ohio EAP Participation Agreement, the Employer will meet and give serious consideration to modifying the contemplated disciplinary action. Participation in an EAP program by an employee may be considered in mitigating disciplinary action only if such participation commenced within five (5) days of a predisciplinary meeting or prior to the imposition of discipline, whichever is later. Separate disciplinary action may be instituted for offenses committed after the commencement of an EAP program.

## **ARTICLE 25 - GRIEVANCE PROCEDURE**

### **25.01 - Process**

A. A grievance is defined as any difference, complaint or dispute between the Employer and the Union or any employee regarding the application, meaning or interpretation of this Agreement. The grievance

procedure shall be the exclusive method of resolving grievances. No employee who has rights to final and binding arbitration of grievances, including disciplinary actions, may file any appeal with the State Personnel Board of Review nor may such Board receive any such appeal. An employee who **Error! Bookmark not defined.**elects to pursue any claim through a judicial or administrative procedure shall thereafter be precluded from processing the same claim as a grievance hereunder. This restriction does not preclude, however, pursuing a claim which has been arbitrated to another forum.

B. Grievances may be processed by the Union on behalf of a grievant or on behalf of a group of grievants or itself setting forth the name(s) or group(s) of the grievant(s). The Union shall define the members of a group grievance by the Step 3 grievance meeting, unless the Union provides evidence that specific and relevant information has been denied which prevents them from defining the group. Either party may have the grievant (or one grievant representing group grievants) present at any step of the grievance procedure and the grievant is entitled to union representation at every step of the grievance procedure.

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. When different work locations are involved, transmittal of grievance appeals and responses shall be by U.S. mail. The mailing of the grievance appeal form shall constitute a timely appeal if it is postmarked within the appeal period. Likewise, the mailing of the answer shall constitute a timely response if it is postmarked within the answer period. The Employer will make a good faith effort to insure confidentiality.

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

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

G. Oral reprimands shall be grievable through Step 2. Written reprimands shall be grievable through Step 3. If an oral or written reprimand becomes a factor in a disciplinary grievance that goes to arbitration, the arbitrator may consider evidence regarding the merits of the oral or written reprimand.

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

I. The receipt of a grievance form or the numbering of a grievance does not constitute a waiver of a claim of a procedural defect.

## **25.02 - Grievance Steps**

### **Step 1 - Immediate Supervisor**

The grievant and/or the Union shall orally raise the 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.

### **Suspension, Discharge and Other Advance-Step Grievances**

Certain issues which by their nature cannot be settled at a preliminary step of the grievance procedure or which would become moot due to the length of time necessary to exhaust the grievance steps may by mutual agreement be filed at the appropriate advance step where the action giving rise to the grievance was initiated. A grievance involving a suspension or a discharge shall be initiated at Step Three of the grievance procedure within fourteen (14) days of notification of such action

#### **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 Step 1 answer or the date such answer was due, whichever is earlier. The written grievance shall contain a statement of the grievant's complaint, the section(s) of the Agreement allegedly violated, if applicable, the date of the alleged violation and the relief sought. The form shall be signed and dated by the grievant. Within seven (7) days after the grievance is presented at Step 2, the intermediate administrator shall discuss the grievance with the Union and the grievant. The intermediate administrator shall render a written answer to the grievance within eight (8) days after such a discussion is held and provide a copy of such answer and return a legible copy of the grievance form to the grievant and a copy to one representative designated by the Union.

#### **Step 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 2 response or after the date such response was due, whichever is earlier. Within fifteen (15) days after the receipt of the written grievance, the parties shall meet in an attempt to resolve the grievance unless the parties mutually agree otherwise. By mutual agreement of the parties, agencies may schedule Step 3 meetings on a monthly basis, by geographic areas, so that all grievances that have been newly filed, that have been advanced to Step 3 or that have been continued since the previous month, can be heard on a regular basis.

At the Step 3 meeting the grievance may be settled or withdrawn, or a response shall be prepared and issued by the Agency Head or designee, within thirty-five (35) days of the meeting. The response will include a description of the events giving rise to the grievance, the rationale upon which the decision is rendered. The Agency may grant, modify or deny the remedy requested by the Union. Any grievances resolved at Step 3 or at earlier steps shall not be precedent setting at other institutions or agencies unless otherwise agreed to in the settlement. The response shall be forwarded to the grievant and a copy will be provided to the Union representative who was at the meeting or one who is designated by the Local Chapter. Additionally, a copy of the answer will be forwarded to the Union's Central Office. This response shall be accompanied by a legible copy of the grievance form.

#### **Step 4 - Mediation/Office of Collective Bargaining**

If the grievance is not resolved at Step 3, or if the Agency is untimely with its response to the grievance at Step 3, absent any mutually agreed to time extension, the Union may appeal the grievance to mediation by filing a written appeal and a legible copy of the grievance form to the Director of the Office of Collective Bargaining within fifteen (15) days of the receipt of the answer at Step 3 or the due date of the answer if no answer was given, whichever is earlier. OCB shall have sole management authority to grant, modify or deny the grievance.

Upon receipt of a grievance, as a result of a failure to meet time limits by the agency, OCB shall schedule a meeting with the Staff representative and a Chapter representative within thirty (30) days of receipt of the grievance appeal in an attempt to resolve the grievance unless the parties mutually agree

otherwise. Within thirty-five (35) days of the OCB meeting, OCB shall provide a written response which may grant, modify or deny the remedy being sought by the Union. The response will include the rationale upon which the decision is rendered and will be forwarded to the grievant, the Union's Step 3 representative(s) who attend the meeting and the OCSEA Central Office.

Either the Office of Collective Bargaining or the Union may advance a grievance directly from Step 3 to Step 5 if that party believes that mediation would not be useful in resolving the dispute.

The parties shall mutually agree to a panel of at least five (5) persons to serve in the capacity of grievance mediators. The procedure for selecting this panel shall be the same as set forth in Section 25.04 for the selection of arbitrators. No mediator/arbitrator shall hear a case at both mediation and arbitration. The fees and expenses of the mediator shall be shared equally by the parties.

The mediator(s) may employ all of the techniques commonly associated with mediation, including private caucuses with the parties. The taking of oaths and the examination of witnesses shall not be permitted and no verbatim record of the proceeding shall be taken. The purpose of the mediation is to reach a mutually agreeable resolution of the dispute where possible and there will be no procedural constraints regarding the review of facts and arguments. Written material presented to the mediator will be returned to the party at the conclusion of the mediation meeting. The comments and opinions of the mediator, and any settlement offers put forth by either party shall not be admissible in subsequent arbitration of the grievance nor be introduced in any future arbitration proceedings.

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

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

The parties will consolidate cases for mediation and, whenever possible, schedule the mediation meetings at decentralized locations. A Union staff representative, grievant and a steward or chapter president as designated by the Union may be present at the mediation of a grievance. No more than two (2) of the Union representatives present including the grievant may be on paid leave by the Employer. Each party may have no more than three (3) representatives present at the mediation of a grievance.

#### **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 sixty (60) days of the mediation meeting unless either party notifies the other that such grievance can not be effectively mediated.

#### **25.03 - Arbitration Procedures**

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

The Union and/or Employer may make **Error! Bookmark not defined.** requests for specific **Error! Bookmark not defined.** documents, books, papers or **Error! Bookmark not defined.** witnesses reasonably available from the other party and relevant to the grievance under consideration. Such requests will not be unreasonably denied.

The Employer or Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Such requests shall be made no later than three work days prior to the start of the arbitration hearing, except under unusual circumstances where the Union or the Employer has been unaware of the need for subpoena of such witnesses or documents, in which case the request shall be made as soon as practicable. Each party shall bear the expense of its own witnesses who are not employees of the Employer.

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

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

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

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

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

#### **25.04 - Arbitration/Mediation Panels**

A. The parties agree that a panel of ten (10) arbitrators shall be selected to hear arbitration cases covered under this Agreement, except that all disciplinary grievances in which the discipline is the result of alleged **Error! Bookmark not defined.**abuse of a patient or another in the care or custody of the State of Ohio shall be submitted to a separate panel of five (5) arbitrators selected from the main arbitration panel.

The procedure for selecting the panels shall be as follows:

1. The parties will make an attempt to mutually agree on panel members.
2. If mutual agreement cannot be reached on the required number of arbitrators and mediators, then the remaining number will be selected by the following procedure: The parties shall request from the American Arbitration Association a list of at least twice plus one the number of arbitrators needed. The parties shall then alternately strike names until the proper number remains.
3. Either party may eliminate up to two (2) arbitrators or two (2) mediators from the respective panels during each year of the Agreement.
4. In replacing the arbitrators that were eliminated from the panel, the procedure enumerated in (1) and (2) above shall be used. Any arbitrator or mediator eliminated may not be placed back on the panel. The panel shall expire upon expiration of this Agreement, provided that any scheduled arbitration shall proceed without regard to such expiration. It is understood that members of an expired panel may be appointed to the successor panel upon mutual agreement of the parties.

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

#### **25.05 - Time Limits**

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

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

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

#### **25.06 - Time Off, Meeting Space and Telephone Use**

The grievant(s) and/or union steward will be permitted reasonable time off without loss of pay during their working hours to file or appeal grievances and to attend grievance step meetings. The steward shall

be given reasonable time off without loss of pay during his/her working hours to investigate grievances. Witnesses whose testimony is relevant to the Union's presentation or argument will be permitted reasonable time off without loss of pay to attend a grievance meeting and/or respond to the Union's investigation. The steward shall not leave his/her work to investigate, file or process grievances without first 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 - Other Grievance Resolution Methods**

The parties agree that during the term of this Agreement each party will review the grievance history including but not limited to grievances arising from suspensions, for the purpose of developing agency specific agreements that will be designed to expedite the final resolution of grievances. Such agreements will consider effective use of existing staff resources.

#### **25.08 - Relevant Witnesses and Information**

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

#### **25.09 - Expedited Arbitration Procedure**

In the interest of achieving a more efficient handling of disciplinary grievances, the parties agree to the following expedited arbitration procedure. This procedure is intended to replace the procedure in Section 25.02, Step 5, for the resolution of grievances as set forth below. The procedure will operate in the following manner:

- A. A special list of arbitrators will be chosen by the parties to hear all expedited arbitrations during the term of this Agreement.
- B. The grievances presented to the arbitrator under this section will consist of disciplinary actions of thirty (30) days or less without pay. Either party may elect to take suspensions of six (6) days or more to the procedure in Section 25.02, Step 5, by formal notice to the other party. The parties may submit other issues by mutual agreement.
- C. The arbitrator will normally hear at least four (4) grievances at each session unless mutually agreed otherwise. The grievances will be grouped by institution and/or geographic area and heard in that area. The parties will endeavor to develop and maintain a regular schedule for the handling of expedited arbitrations at each department or agency.
- D. Grievance presentation will be limited to a preliminary introduction, a short reiteration of facts and a brief oral argument. No briefs or transcripts shall be made. If witnesses are used to present facts, there will be no more than three (3) per side including the grievant.
- E. The arbitrator will either give a bench decision or issue a decision within five (5) calendar days. The arbitrator can either uphold or deny the grievance or modify the relief sought. All decisions will be final and binding.
- F. The cost of the arbitrator and the expenses of the hearing will be shared equally by the parties.

#### **25.10 - Miscellaneous**

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

## ARTICLE 26 - HOLIDAYS

### 26.01 - Observance

The following holidays will be observed:

New Year's Day - First Day in January;  
Martin Luther King, Jr.'s Birthday - Third Monday in January;  
President's Day - Third Monday in February;  
Memorial Day - Last Monday in May;  
Independence Day - Fourth day of July;  
Labor Day - First Monday in September;  
Columbus Day - Second Monday in October;  
Veterans' Day - Eleventh day of November;  
Thanksgiving Day - Fourth Thursday in November;  
Christmas Day - Twenty-fifth day of December;

Any other day proclaimed by the Governor of the State of Ohio or the President of the United States.

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

Employees who are scheduled to work more than eight (8) hours in a day, will receive the holiday pay for the hours they are normally scheduled to work. For example, employees who work a ten (10) hour day will receive ten (10) hours of holiday pay for the holiday. Employees on such alternative schedules whose day off falls on the recognized holiday shall have their next scheduled work day designated as the holiday for purposes of this Article.

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

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

### 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.

## 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**Error! Bookmark not defined.

Employees shall be entitled to four (4) personal leave days each year. Eight hours of personal leave shall be credited to each employee at the end of the pay period which includes the first day of January, April, July and October of each year. Full-time employees who are hired after the start of a calendar quarter shall be credited with personal leave on a prorated basis. Part-time employees shall accrue personal leave on a prorated basis. Proration shall be based upon a formula of .015 hours per hour of non-overtime work.

This method of accrual shall take effect April 1, 1992. Prior to that time, employees will continue to accrue personal leave pursuant to the provisions of the 1989 Agreement. Employees that are on approved paid leave of absence, union leave or receiving Workers' Compensation benefits shall be credited with those personal leave hours which they normally would have accrued upon their approved return to work.

**27.03 - Charge of Personal Leave**

Personal leave which is used by an employee shall be charged in minimum units of one-half (1/2) 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**Error! Bookmark not defined.

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 - VACATIONS**

**28.01 - Rate of Accrual**

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

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

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

Effective July 1, 1986, only service with state agencies, i.e. agencies whose employees are paid by the Auditor of State, will be computed for the purpose of determining the rate of accrual for new employees. Service time for vacation accrual for employees employed on that date will not be modified by the preceding sentence. An employee who has retired in accordance with the provisions of any retirement plan offered by the state and who is employed by the state or any political subdivision of the state on or after June 24, 1987, shall not have his/her prior service with the state or any political subdivision of the state counted for the purpose of computing vacation leave. The accrual rate for any employee who is currently receiving a higher rate of vacation accrual will not be retroactively adjusted. All previously accrued vacation will remain to the employee's credit. The prospective accrual rate will be adjusted effective with the pay period that begins June 26, 1994.

**28.02 - Maximum Accrual**

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

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

**28.03 - Procedure**Error! Bookmark not defined.

Vacation leave shall be taken only at times mutually agreed to by the Agency and the employee and shall be used and charged in units of one-tenth (1/10) hour. The Agency may establish minimum staffing levels for a facility which could restrict the number of concurrent vacation leave requests which may be granted.

Employees who work in seven (7) day operations shall be given the opportunity to request vacations by a specified date each year. Employees shall be notified of this opportunity one (1) month in advance of the date. If more employees request vacation at a particular time than can be released, requests will be granted in seniority order.

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

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

Other 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 (1/2) for the time the employee is in on-duty status. The employee shall also be reimbursed for any costs incurred as a result of canceling or returning from his/her vacation upon submission of appropriate evidence.

#### **28.04 - Payment Upon Separation**

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

#### **28.05 - Disposition of Work During Vacation**

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

### **ARTICLE 29 - SICK LEAVE**

#### **29.01 - Definitions: Sick Leave for State Employees**

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

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

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

#### **29.02 - Sick Leave Accrual**

All employees shall accrue sick leave at the rate of 3.1 hours for each eighty (80) hours in active pay status, excluding overtime hours, not to exceed eighty (80) hours in one year.

Less than full-time employees shall receive 3.1 hours of sick leave for each eighty (80) hours of completed service, not to exceed eighty (80) hours in one year.

Employees that are on approved leave of absence or receiving Workers' Compensation benefits shall be credited with those sick leave hours which they normally would have accrued upon their approved return to work.

Sick leave shall be granted to employees who are unable to work because of illness or injury of the employee or a member of his/her immediate family living in the employee's household or because of medical appointments or other ongoing treatment. The definition of "immediate family" for purposes of this Article shall be: spouse, significant other ("significant other" as used in this Agreement, is defined to mean one who stands in place of a spouse, and who resides with the employee), child, step-child, grandchild, parents, step-parents, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, great grandparents, brother, sister, step-siblings, brother-in-law, sister-in-law or legal guardian or other person who stands in the place of a parent. Sick leave may be granted to care for an employee's child/parent(s) regardless of whether or not the child/parent(s) is currently living in the same household, but in cases in which both parents are employed by the State, only one parent may be granted sick leave to care for a child at home on the same day.

A period of up to ten (10) working days of sick leave will be allowed for parenting during the postnatal period or following an adoption.

The amount of sick leave charged against an employee's accrual shall be the amount used, charged in units of one-tenth (1/10) hour. Employees shall be paid for sick leave used at their regular rate. After

employees have used all of their accrued sick leave, they may choose to use accrued vacation, compensatory time or personal days or may be granted leave without pay.

### **29.03 - Notification**

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

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

### **29.04 - Sick Leave Policy**

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

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

### **Sick Leave Policy**

#### **I. Purpose**

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

#### **II. Definition**

##### **A. Sick Leave:**

Absence granted per negotiated contract for medical reasons.

##### **B. Unauthorized use of sick leave:**

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

##### **C. Misuse of sick leave:**

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

##### **D. Pattern abuse:**

Consistent periods of sick leave usage, for example:

1. Before, and/or after holidays;
2. Before, and/or after weekends or regular days off;
3. After pay days;
4. Any one specific day;

5. Absence following overtime worked;
6. Half days;
7. Continued pattern of maintaining zero or near zero leave balances; or
8. Excessive absenteeism.

### **III. Procedure**

#### **A. Physician's verification**

At the Agency Head or designee's discretion, in consultation with the Labor Relations Officer, the employee may be required to provide a statement, from a physician, who has examined the employee or the member of the employee's immediate family, for all future illness. The physician's statement shall be signed by the physician or his/her designee. This requirement shall be in effect until such time as the employee has accrued a reasonable sick leave balance. However, if the Agency Head or designee finds mitigating or extenuating circumstances surrounding the employee's use of sick leave, then the physician's verification need not be required.

Should the Agency Head or designee find it necessary to require the employee to provide the physician's verification for future illnesses, the order will be made in writing using the "Physician's Verification" form with a copy to the employee's personnel file.

Those employees who have been required to provide a physician's verification will be considered for approval only if the physician's verification is provided within three (3) days after returning to work.

#### **B. Unauthorized use or abuse of sick leave**

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

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

1. Use of sick leave, or other paid leave in lieu of sick leave, on six (6) or more occasions in any twelve (12) month period, except for pre-scheduled medical appointments for which leave has been requested at least one week in advance, shall subject the employee to disciplinary action according to the following schedule:

Six (6) times	oral reprimand
Seven (7) times	written reprimand
Eight (8) times	One (1) day fine or one (1) day suspension
Nine (9) times	One and one half (1 1/1) day fine or two (2) day suspension
Ten (10) times	Two (2) day fine or three (3) day suspension.

2. An "occasion" for purposes of this Section shall mean an individual utilization of sick leave or other paid leave in lieu of sick leave as defined above regardless of the number of hours involved (e.g., one (1) hour, one (1) day or five (5) consecutive work days would all be one (1) occasion of sick leave). Any time an employee reports back to work and begins working ends an occasion of sick leave.

3. Oral and written reprimands under this Section are not subject to the grievance procedure with the one (1) exception of the appropriate application of the grid (i.e., miscounting occasions to determine the appropriate level of discipline). In such cases a grievance may be processed through Step 3.

4. Disciplines involving a fine or a suspension under this Section are grievable only through Step 3.

5. Discipline may be waived upon a showing of error in the application of this provision or satisfactory evidence that the occasion was a result of a bona fide, unpredictable and recurring medical condition necessitating the employee's absence.

6. Fines are only to be administered in accordance with the procedures adopted by the Office of Collective Bargaining and in accordance with Section 24.02. The deduction of fines from an employee's wages shall not require the employee's authorization for the withholding of fines from the employee's wages.

### **C. Pattern abuse**

If an employee abuses sick leave in a pattern, per examples noted in the section under definitions (not limited to those listed), the Agency Head or designee may reasonably suspect pattern abuse. If it is suspected, the Agency Head or designee will notify the employee in writing that pattern abuse is suspected. The Agency Head or designee will use the "Pattern Abuse" form for notification. The notice will also invite the employee to explain, rebut, or refute the pattern abuse claim. Use of sick leave for valid reasons shall not be considered for pattern abuse.

### **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 has a minimum of five (5) years of state service with the State of Ohio who terminates state service or retires, shall convert to cash any sick leave accrued at the employee's regular rate of pay at the time of separation at the rate of fifty percent (50%). If an employee dies, the converted sick leave shall be credited to his/her estate. An employee who is granted military leave or leave without pay may be paid for accrued sick leave or may keep it in reserve for use upon return at his/her discretion. An employee who is re-employed, reinstated or recalled from lay off and who received a lump sum payment for unused sick leave may have such days restored by returning the amount paid by the Employer for the number of days to be restored.

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

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

## **ARTICLE 30 - ADMINISTRATIVE LEAVE WITH PAY**

### **30.01 - Jury Duty**

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

### **30.02 - Military Leave**

#### **A. Federal Duty**

Any permanent employee who is or becomes a member of the Ohio National Guard or any other reserve component of the Armed Forces as defined in Chapter 11, Section 261, Title 10, US Code shall be allowed military leave with pay not to exceed twenty-two (22) work days or one hundred seventy-six (176) hours

per calendar year for federal duty performed which is directed or caused to occur by authority of the Department of Defense (DOD) or its agent.

**B. State Duty**

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

**C. Maximum**

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

**D. Evidence of Military Duty**

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

**30.03 - Bereavement Leave**

Three (3) consecutive days of bereavement leave with pay at regular rate will be granted to an employee upon the death of a member of his/her immediate family interpreted for the purposes of this Article to include: spouse or significant other ("significant other" as used in this Agreement, is defined to mean one who stands in place of a spouse and who resides with the employee), child, step-child, grandchild, parent, step-parent, grandparent, great-grandparent, brother, sister, step-sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law or legal guardian or other person who stands in the place of a parent.

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

**30.04 - Voting**

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

**30.05 - Witness Duty**

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

**30.07 - Civic Duty**

Upon advance approval of the employee's agency, employees who are appointed by elected state officials or state agency heads to serve on advisory boards or commissions which report to the elected official or state agency, or who are appointed to positions involved in the solicitation of contributions for charitable organizations approved for payroll deduction, will be granted paid time not to exceed the duration of the employee's regular shift and necessary travel expenses for approved time spent in such capacity.

### **30.08 - Paid Adoption and Child Birth Leave**

#### **A. Eligibility**

All employees who work 30 or more hours per week are eligible for paid adoption/child birth leave upon the birth or adoption of a child. No minimum service time is necessary to establish eligibility for this leave. Eligibility for leave is established on the day of the birth of a child or the day upon which custody of a child is taken for adoption placement by the prospective parents.

#### **B. Waiting Period**

To qualify for paid adoption/child birth leave under this section, an employee must complete a 14 day waiting period, which commences on the date eligibility is established. An employee may take unpaid leave or any form of paid leave or compensatory time for which he/she is qualified during the 14 day waiting period. The 14 day waiting period under this section shall satisfy the waiting period under Section 35 A.01 (A) for employees who qualify for additional leave due to disability.

#### **C. Leave Benefit**

Leave under this section shall be limited to six weeks, the first two of which shall be the unpaid waiting period, and the remaining four weeks shall be paid at 70% of the employee's regular rate of pay. An employee may utilize any other form of paid leave or compensatory time to supplement adoption/child birth leave, up to a maximum of 100% of the employee's regular earnings. Adoption/child birth leave shall not affect an employee's right to leave under other provisions of this agreement, except that such leave shall be included in any leave time provided under the FMLA.

#### **D. Part-Time Employees**

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

#### **E. Coordination with Disability Leave**

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

## **ARTICLE 31 - LEAVES OF ABSENCE**

### **31.01 - Unpaid Leaves**

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

#### **A. Union Leave**

If an employee is serving as a union officer, for no longer than the duration of his/her term of office up to four (4) years. If the employee's term of office extends more than four (4) years, the Employer may, at its discretion, extend the unpaid leave of absence. Employees returning from union leaves of absence shall be reinstated to the job previously held. The person holding such a position shall be displaced. Leaves of absence for employees selected or appointed to staff positions with the Union shall expire at the end of twelve (12) months and at such time the employee shall be terminated, and has no further rights to the state position.

#### **B. Pregnancy Leave**

After all other applicable leave is used, a pregnant employee is entitled to up to six (6) months leave. (This does not preclude the employee from qualifying for additional leave under Paragraph C of this Section).

**C. Extended Illness**

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

**D. Family Leave**

To care for an employee's spouse, parent or child with a serious health condition, up to twelve (12) weeks.

**E. Child Care**

To care for a newborn, a recently adopted child, or a foster child placed with the employee, up to twelve (12) weeks.

**F. Other Unpaid Leave**

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

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

**G. Military Leave**

If an employee enters military service, his/her employment will be separated with the right to reinstatement in accordance with federal statutes. An employee who is a member of the Ohio National Guard or any Reserve Component of the Armed Forces who is called to active duty for a period greater than that allowed under Section 30.02 shall be granted leave for the period of such active duty.

**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 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.

### **31.05 - Application of the Family Medical Leave Act**

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

## **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-five (\$.25) cents 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 travel in state over forty-five (45) miles from both his/her headquarters and residence or travel out of state, he/she shall receive the appropriate in-state or appropriate out-of-state reimbursement for actual expenses incurred. The Agency may require receipts or other proof of expenditures before providing reimbursement.

### **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 \$55.00 plus tax per day for actual lodging expenses incurred, and for actual meal expenses incurred up to \$25.00 per day prorated in accordance with the regulations of the Office of Budget and Management. These rates shall be adjusted upward in accordance with the Office of Budget and Management's 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 lodging cost incurred within reason and actual meal expenses incurred up to \$25.00 per day prorated in accordance with the regulations of the Office of Budget and Management. These rates shall be adjusted upward in accordance with the Office of Budget and Management's regulations should the reimbursement rates increase.

### **32.06 - Payment**

The State shall be committed to making reimbursement to employees within 30 days of submission of completed and proper expense reports. The 30 days shall begin when a proper expense report is presented to the employee's supervisor for approval.

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

The State is committed to the continuance of the State credit card program. The State shall make credit cards available to all employees who regularly travel.

### **32.07 - 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.

### **32.08**

In all other travel matters not addressed by the agreement, the provisions of the Office of Budget and Management's travel regulations apply. The adjusted mileage to forty-five (45) miles for travel reimbursement under Section 32.03 and the meal reimbursement rate increase to \$25.00 under Section 32.04 shall become effective July 1, 1994.

## **ARTICLE 33 - UNIFORMS AND TOOLS**

### **33.01 - Uniforms**

When the Employer requires an employee to wear a uniform, the Employer will furnish sized uniforms appropriate to the gender of the wearer on a replacement basis. If the Employer requires an employee to wear a specific type of safety shoe the Employer will provide the shoe or reimburse the employee for the cost of the shoe at the Employer's option. The Employer will keep the uniform in good repair and will replace it when the uniform is ruined through normal wear and tear. If the uniform needs repair or replacement due to the negligence of an employee, the employee will bear the cost of the repair or replacement. In those institutions where cleaning facilities are available, uniforms shall be cleaned by the Employer. However, they shall not be cleaned with the inmates', clients' or residents' clothes. In all other agencies the Employer shall provide seventy-five dollars (\$75) per year for uniform cleaning.

### **33.02 - Tools**

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

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

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

## **ARTICLE 34 – SERVICE-CONNECTED INJURY AND ILLNESS**

### **34.01 - Health Insurance**

Employees receiving Workers' Compensation who have health insurance shall continue to be eligible for health insurance at no cost to the employee not to exceed 24 months. Further, pending the certification of a Workers' Compensation award, the Employer shall continue group health insurance coverage at no cost to the employee, including the employee's share of such costs, for a period not to exceed 24 months. The Employer has the right to recover such payments if the Workers' Compensation claim is determined to be non-compensable.

### **34.02 - Coverage for Workers' Compensation Waiting Period**

An employee shall be allowed full pay at regular rate during the first seven (7) calendar days of absence when he/she suffers a work-related injury or contracts a service-related illness with a duration of more than seven (7) days. If the injury/illness has a duration of more than fourteen (14) days and the employee receives a Workers' Compensation award for the first seven (7) days, the employee will reimburse the Employer for the payment received under this Article.

An employee may elect to take leave without pay, without exhausting accrued leave balances, pending determination of a Workers' Compensation claim.

If an employee elects to utilize his/her sick leave, personal leave, vacation leave or compensatory time balances pending determination of a Workers' Compensation claim, the Employer shall allow the employee to buy back those leave balances within two pay periods after the Workers' Compensation award is granted, or shall allow the employee to choose an automatic restoration of those leave balances through an assignment of benefits.

#### **34.03 - Other Leave Usage to Supplement Workers Compensation**

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

#### **34.04 - Occupational Injury Leave**

Employees of the Department of Mental Health, The Department of Mental Retardation and Developmental Disabilities, The Ohio Veterans Home, The **Error! Bookmark not defined.**Ohio Veteran's Childrens Home and Schools for the Deaf and Blind, The Department of Rehabilitation and Correction, and the Department of Youth Services shall be entitled to a total of nine hundred sixty (960) hours of occupational injury leave a year with pay at regular rate. (See Appendix K).

#### **34.05 - Hostage Leave**

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

### **ARTICLE 35 - BENEFITS**

#### **35.01 - Health Care; Eligibility; Open Enrollment**

##### **A. General**

The employer shall provide comprehensive health care to all permanent full-time and part-time employees, who shall have the right to choose between the Ohio Med Plan, any of the qualified health maintenance organizations (HMOs), or other managed care networks which are available in their area.

##### **B. Open Enrollment**

Each year the state shall conduct an open enrollment period, at which time employees shall be able to enroll in a health plan, continue enrollment in their current plan, or switch to another plan, subject to plan availability in their area. The timing of the open enrollment period shall be established by the Director of DAS, in consultation with the Joint Health Care Committee. Changes outside of open enrollment may only occur pursuant to Ohio Administrative Code Section 125-1-03. (See Employee Benefits handbook.)

DAS Benefits Administration and state agencies shall make all reasonable efforts to ensure that open enrollment fairs are held during open enrollment, that such open enrollment fairs are well publicized, and, subject to the scheduling needs of the employer, to facilitate employee attendance at these health fairs.

##### **C. Eligibility**

Eligibility provisions for employees enrolling in State-provided health care plans shall remain the same as those in effect on June 30, 1992, except that dependent children placed for adoption in an employee's home shall be eligible for coverage under the same conditions as children born to an employee or the spouse of the employee, whether or not the adoption has become final. In addition, non-residential, former step-children shall be eligible for coverage, if such coverage is ordered by a court of competent jurisdiction.

When both spouses in a family are employed by the state, one or the other may carry family coverage; or both may carry single coverage, provided that the spouse may not be listed as a dependent under the family coverage.

Employer payments for premium costs under this article shall continue during unpaid family leaves granted pursuant to Section 31.01, provided the employee continues to contribute his/her share of the premium.

If an employee terminates his/her employment or separates from state service (other than for gross misconduct), the employee may choose to continue his/her health care plan under the federally mandated COBRA program (see State of Ohio Employee Benefit Handbook). Alternately, the State shall make available conversion to an individual medical policy.

### **35.02 - Joint Health Care Committee**

#### **A. Membership**

The State agrees to retain the Joint Health Care Committee (JHCC), which shall include representatives of all unions who serve as exclusive agents in bargaining units one (1) through fifteen (15). OCSEA/AFSCME shall have a majority of the votes within the union side of that Committee. Each Union shall have a number of representatives equal to the number of bargaining units which that Union represents. Total management votes and total union votes on the Committee shall be of an equal number.

#### **B. Relationship with DAS Director**

The Committee shall advise the Director of the Department of Administrative Services on the operation of the Ohio Med Plan, Health Maintenance Organizations, managed mental health/substance abuse programs, quality assurance provisions, ancillary benefit programs utilization and cost containment provisions and employee education programs. Recommendations of the Joint Committee will be presented to the Director of DAS 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.

#### **C. Other Committee Functions**

Specific other functions of the Committee shall include:

1. Recommend specifications for administering HMOs offered to State employees and monitor the operations of HMOs.
2. Evaluate the effectiveness of cost containment provisions, and review claim appeal and other dispute resolution procedures concerning health care issues.
3. Review claim appeal and other dispute resolution procedures concerning Ohio Med, HMOs, and other health care programs.
4. Recommend what data will be required from the various firms that are under contract with the State Benefit Program and review that data regularly.
5. Make recommendations regarding the request for proposal, evaluation of bidders, and selection of all health care benefit providers, and of the Administrator of the Ohio Med Plan. The labor co-chair of the JHCC, or his/her designee, may, at his/her discretion, participate in the provider interview process. The JHCC or the appropriate JHCC subcommittee will review the requests for proposals (RFPs) and the proposals of bidders, unless labor agrees to waive this review in the

interests of time, in which case the labor co-chair will review the RFPs and the proposals of bidders.

6. Review the reports of the providers and Ohio Med Administrator, which shall be provided on a regular basis to the JHCC.

The Committee shall meet at least bimonthly, unless otherwise agreed. The JHCC shall have sub-committees on: HMOs; Ohio Med; and employee education/ancillary benefits. The Ohio Med Subcommittee shall receive in-person reports from members of management who are charged with monitoring the Managed Mental Health/Substance Abuse program. Input and advice regarding the Managed Mental Health/Substance Abuse program shall regularly be sought from the JHCC. JHCC sub-committees may be reconfigured by mutual agreement of the Labor and Management Co-chairs. These subcommittees shall meet at least bimonthly, unless otherwise agreed.

#### **D. Audits**

The State shall prepare an annual audit of its health insurance program which shall be reviewed by the Joint Committee. HMOs may be audited periodically as may ancillary benefit programs. These audits shall also be available to the Joint Committee. State contracts with health plan administrators, contractors, and vendors shall contain the right to conduct appropriate financial and performance audits. Such audit reports shall be reviewed by the JHCC.

#### **E. Employee Education and Communication**

Over the life of this agreement, the State shall commit sufficient and substantial resources to develop and implement an employee education and communication program concerning the Ohio Med Plan, HMOs, Mental Health/Substance Abuse programs, and other state employee health programs and issues, as identified by the JHCC. A surcharge may be established and deposited in the health benefits fund to maintain the employee education and communication program. The amount shall not be greater than one dollar (\$1) per month, per employee, enrolled in a health plan unless the JHCC, based upon a review of reports of revenue and expenditures of the employee education and communication account, recommends a higher amount to the DAS Director.

A consultant shall be chosen in consultation with the JHCC, and shall work in consultation with the JHCC to develop and implement the program. The consultant shall have expertise in employee health education and communication. Relevant public sector and/or labor union experience shall be given major consideration in the consultant selection process. Program development shall include consideration of video, interactive television, and other non-print methods of communication. It shall also include revision and completion of the State of Ohio employee benefit handbook.

The employee education and communication program shall also include review and recommendation regarding the integration of customer service functions of State Health Care providers. The program shall continue over the life of this agreement.

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.

#### **F. Open Enrollment Materials**

The consultant shall develop and recommend to JHCC, standards to be used by qualified HMOs and other vendors of plans offered to State employees in developing materials which they may use to describe and promote their plans to State employees. These standards may include requests for specific benefits information. After review, the JHCC shall make recommendations to the Director of DAS concerning the proposed standards.

All marketing literature, open enrollment packets, or any other material utilized by HMOs or other vendors in marketing directed to State employees or their dependents shall conform to these standards. All

such material shall be reviewed by the JHCC, which shall recommend approval or non-approval to the Director before the material can be used. If there is no committee meeting scheduled in time to consider material to be sent by HMOs then the matter may be handled by the co-chairs or a sub committee. HMOs shall be prohibited from utilizing any unfair or inaccurate comparison of their program with that of the Ohio Med Plan or of any other HMO in their marketing materials or programs. The consultant/dedicated staff person shall develop and recommend to JHCC a chart comparing the various health care options available to employees, which shall be sent directly to all employees at open enrollment to facilitate informed employee decision-making. After review, the JHCC shall make recommendations to the Director of DAS concerning the proposed chart. This chart and the State of Ohio Employee Benefit Handbook shall be provided to all employees upon hiring.

The consultant shall develop and recommend to JHCC open enrollment materials to describe and promote the State's self-insured health plan, Ohio Med. After review, the JHCC shall make recommendations to the Director of DAS concerning the proposed materials.

### **35.03 - The Ohio Med Health Plan**

#### **A. General Features**

The Ohio Med Plan shall be available to state employees regardless of residence. Benefits under the program shall be comparable to and no less than the Ohio Med Plan benefits in effect on June 30, 1992.

The Ohio Med plan shall consist of:

1. The Ohio Med PPO program, which shall be the Ohio Med plan for employees living in Ohio counties covered by the PPO;
2. The Ohio Med Traditional Plus program, effective beginning July 1, 1994, which is a hospital-only PPO and which, beginning July 1, 1994, shall be the Ohio Med plan for employees living in Ohio counties not covered by the Ohio Med PPO; and
3. The Ohio Med Traditional program, which until July 1, 1994, shall be the Ohio Med plan for employees living in Ohio counties not covered by the Ohio Med PPO, and which, beginning July 1, 1994, shall be the Ohio Med plan only for state employees permanently stationed outside the state of Ohio.

#### **B. Premiums**

1. The Employer shall contribute ninety per cent (90%) of the premium cost of single and family coverage for the Ohio Med plan. Prior to calculating the employee's share, a surcharge shall be included to fund the State Employee Education and Communication Program. (See 35.02{E}).
2. Effective July 1, 1994, the Employer's premium share of 90 per cent (90%) of the Ohio Med premium shall be paid only on behalf of the following employees:
  - (a) full-time employees; and
  - (b) part-time employees (including fixed term regular and fixed term irregular employees), who were employed prior to March 1, 1994 and were in active pay status for more than five hundred (500) hours in calendar year 1993; and
  - (c) part-time employees (including fixed term regular and fixed term irregular employees), who were hired between July 1, 1993 and December 31, 1993, and whose average hours in active pay status from the date of hire through December 31, 1993 were forty (40) hours per bi-weekly pay period.
3. Effective July 1, 1994, the Employer's premium share for all employees not covered under Section 35.03 - (B)(2) shall be paid as follows:
  - (a) The Employer shall pay no share of the premium for part-time employees who are in active pay status an average of less than forty (40) hours in a bi-weekly pay period. However, such employees shall have the option of self-paying the entire health care premium.

- (b) The Employer shall pay fifty per cent (50%) of the premium for part-time employees who are in active pay status an average of forty (40) hours or more but less than sixty (60) hours in a bi-weekly pay period.
- (c) The Employer shall pay seventy per cent (70%) of the premium for part-time employees who are in active pay status an average of sixty (60) hours or more but less than seventy (70) hours in a bi-weekly pay period.
- (d) The employer shall pay ninety percent (90%) of the premium for part-time employees who are in active pay status an average of seventy (70) hours or more in a bi-weekly pay period.

Average hours in active pay status beginning with the pay period shall be calculated quarterly on the basis of the prior six (6) pay periods including January 1, April 1, July 1, or October 1 respectively.

For newly hired part-time employees, estimated scheduled hours shall determine the Employer contribution toward the premium cost for the first three (3) months of employment. However, if an employee has been in active pay status during at least three bi-weekly pay periods at the time that a pay period including January 1, April 1, July 1, or October 1 commences, calculations for the employer contribution toward the premium cost shall be based upon the employee's average hours in active pay status for the number of weeks the employee worked.

Employees subject to the pro-rated Employer health care premium share under this subsection shall be advised in writing regarding the amount of the Employer's share which applies to them. Such information shall be provided to said employees as soon as practicable after the pay periods including January 1, April 1, July 1 and October 1 of each year.

- 4. An Employee who declined enrollment in Ohio Med because he/she was not eligible to receive any Employer contribution (pursuant to Section 35.03{B}{3}{a}), and who after a quarterly calculation of average hours would otherwise become eligible to receive some Employer contribution, may enroll in the Ohio Med plan within forty-five (45) days from the quarterly calculation date.
- 5. The premium for the Ohio Med plan for each benefit period shall be established in consultation with the JHCC, which shall include review of the results of an actuarial study of Ohio Med plan performance and health benefit fund levels. Factors which shall be considered in establishing the Ohio Med plan premium shall include: Ohio Med plan performance, health benefit fund levels, incurred but not reimbursed claims payment history, and Ohio Med enrollment levels.

### **C. Employee Deductibles and Out-of-Pocket Maximum**

The individual deductible is \$125, and the family deductible is \$250. The family deductible must be satisfied by two individuals each meeting the individual deductible, whether in- network or out-of-network. As soon as any individual in the family meets the deductible, that person shall be covered immediately even though the full family deductible has not been met.

Expenses which are applied towards meeting the individual or family deductible must be incurred during the benefit period.

The out-of-pocket maximum (OPM) for each benefit period shall be \$750 single coverage and \$1,500 for family coverage. Effective July 1, 1994, for members of the Ohio Med PPO only the benefit period out-of-pocket maximum for in network usage shall be \$750 single coverage and \$1500 for family coverage. For out-of-network usage the OPM shall be \$1,000 single coverage or \$2,000 for family coverage. All payments toward any OPM shall be combined so that no individual OPM shall exceed \$1,000 and no family OPM shall exceed \$2,000.

As soon as any individual in the family meets the single coverage OPM, further expenditures on behalf of that individual shall be covered in full except as indicated below. All employee expenditures on behalf of the employee and his/her dependents shall count toward satisfying the family OPM, except that the following penalties do not count toward the OPM: in the Ohio Med Traditional plan, failure to certify hospitalization or failure to receive appropriateness review; in the Ohio Med Traditional Plus program, non-emergency use of a non-network hospital, and failure to pre-certify use at a non-network hospital; and in the Ohio Med PPO Program, non-emergency use of a non-PPO hospital if failure to pre-certify and obtain an appropriateness review. After employee expenditures have reached the OPM, benefits are covered in full except where non-PPO, non-participating (non-PAR) providers engage in balance billing (see E below).

**D. Medical Necessity and Preventive Services** The Ohio Med Plan pays only for those covered services, supplies, and hospital admissions which are medically necessary or are preventive services covered under the plan. Ohio Med PPO Hospitals and PPO providers are responsible for insuring that services, supplies, and admissions are medically necessary or preventive as defined by the Plan. The fact that a non-PPO 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.

**E. Reimbursement, Paperwork, Balance Billing, and UCR/Allowed Amount Fees**

Ohio Med PPO Hospitals and PPO providers, and Ohio Med "PAR" (or equivalent) providers, shall accept the reimbursement provided by the Ohio Med Plan administrator as payment in full, except for applicable deductibles, co-pays, or penalties. They shall be prohibited from balance billing, that is, from charging any state employee or his/her dependents any additional amount other than co-pays or deductibles beyond that paid by the plan administrator. Providers shall submit bills and other required paperwork on behalf of the state employee.

A toll free customer service phone line shall be provided by July 1, 1994, with hours set in consultation with the JHCC to provide State employees enrolled in the Ohio Med Plan information on the identity and location of PPO hospitals and providers and on the identity and location of providers or facilities participating in the Administrator's Participating Provider ("PAR" or equivalent) program.

Reimbursement to providers who are not part of the Ohio Med PPO or who are not enrolled in the Ohio Med Administrator's "PAR" program shall be based on the Usual, Customary, and Reasonable fee/Allowed Amount (see State of Ohio Employee Benefit Handbook) which has been established by the Ohio Med Plan administrator for that service or supply.

In determining what constitutes the usual, customary, and reasonable (UCR) fee for a given service or supply, the Ohio Med 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 Ohio Med Administrator determines is reasonable in light of the complexity of the treatment of the particular case.

**F. 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.

### **G. Exclusions and Limitations**

Exclusions and limitations shall be the same as those defined by the State plans in effect on June 30, 1992.

### **H. The Ohio Med Co-Payments**

1. For those employees enrolled in the Ohio Med PPO Program, co-payments ("co-insurance") for services delivered by PPO hospitals or PPO providers shall be 90% by the Ohio Med Plan and 10% by the employee, after the deductible and up to the out-of-pocket maximum.

For those employees enrolled in the Ohio Med PPO Plan who choose to use non-PPO hospitals or providers, co-payments ("co-insurance") for services delivered by those non-PPO hospitals or providers shall be 70% by the Ohio Med Plan and 30% by the employee, after the deductible and up to the out-of-pocket maximum. When employees enrolled in the Ohio Med PPO plan utilize a non-PPO hospital, except for emergency care, there shall be an additional charge of \$250.00, over and above any deductibles and out-of-pocket maxima.

2. For those employees enrolled in the Ohio Med Traditional Plan, co-payments ("co-insurance") for services will be 80% by the Ohio Med Plan and 20% by the employee, after the deductible and up to the out-of-pocket maximum.
3. Effective July 1, 1994, for those employees enrolled in the Ohio Med Traditional Plus program, co-payments ("co-insurance") for services delivered by PPO hospitals shall be 90% by the Ohio Med Plan and 10% by the employee, after the deductible and up to the out-of-pocket maximum.

For those employees enrolled in the Ohio Med Traditional Plus plan who choose to use non-PPO hospitals, co-payments ("co-insurance") for services delivered by those non-PPO hospitals shall be 70% by the Ohio Med Plan and 30% by the employee, after the deductible and up to the out-of-pocket maximum. When employees enrolled in the Ohio Med Traditional Plus plan utilize a non-PPO hospital, except for emergency care, there shall be an additional charge of \$250.00, over and above any deductibles and out-of-pocket maxima.

For those employees enrolled in the Ohio Med Traditional Plus plan, co-payments ("co-insurance") for services delivered by non-hospital providers will be 80% by the Ohio Med Plan and 20% by the employee, after the deductible and up to the out-of-pocket maximum.

4. A toll free customer service phone line shall be provided by July 1, 1994, with hours set in consultation with the JHCC to provide the names and locations of PPO hospitals, physicians, and other providers to Ohio Med Plan enrollees upon request.

### **I. The Ohio Med PPO**

The Ohio Med PPO plan shall be available to all state employees residing in counties in which one or more PPO hospitals are within a reasonable distance of all state employees in the county, and in which an appropriate number of PPO primary care providers and PPO specialty providers as reviewed by the JHCC are available.

The standards used to determine a "reasonable" distance and an "appropriate" number of providers must be reviewed by the JHCC and agreed to by the Director of DAS. Representatives of the Ohio Med Plan administrator must agree to meet with the JHCC to discuss and resolve PPO hospital and PPO provider problems, including problems concerning inadequate numbers of providers, lack of minority representation, providers who are refusing to accept new patients, or inadequate representation of primary care or specialty providers in any given area.

The PPO must be operational in counties including at least 75% of all state employees by July 1, 1994, and in counties including at least 80% of all state employees by July 1, 1995. The PPO must offer some coverage in adjacent states in east, central, south, southeast, and southwest Ohio border areas.

In the third-party administrator agreement for the PPO, the State shall insure that the following are included:

1. Provision of a multi-year guarantee of administrative rates;
2. Performance of quality assurance services such as claims review or "unbundling," pre-certification admissions appropriateness review, and case management, and discussion of these services on a regular basis with the JHCC;
3. Provision of a dedicated customer service unit, as specified in this Article;
4. Where a PPO specialist is not available within a reasonable distance of an employee's residence, provision of a waiver to allow use of a non-PPO specialist at PPO co-pay levels and with PPO guarantees; (see E and H, above)
5. Distribution of the Ohio Med PPO network directories to state employees who are potential Ohio Med PPO enrollees at open enrollment, and distribution of directory updates to state employees who are actual Ohio Med PPO enrollees during the benefit period on a quarterly basis;
6. Agreement to provide the Director of DAS with a description of the selection criteria used by the administrator to select hospitals and providers for inclusion in the PPO network, and with a description of the administrator's established criteria governing the number of hospitals and other providers which will be part of the PPO in any given geographic area;
7. A provision in which the administrator agrees to refrain from dropping any hospital or health care facility from the PPO network during a benefit period, unless the administrator has notified the State of Ohio, has consulted with the JHCC, and has in good faith and to the satisfaction of the JHCC, attempted to develop a method of delivering continuity of care for those persons who may be adversely affected by the change in the network.

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

Required co-payments for State employees enrolled in the Ohio Med PPO Program and their dependents are described in 35.03 (H) above.

#### **J. The Ohio Med Traditional Program; The Ohio Med Traditional Plus Program**

Through June 30, 1994, the Ohio Med Traditional segment of the Ohio Med plan shall be available to resident state employees, in counties for which there are insufficient PPO hospitals and/or providers available. State employees who are permanently stationed outside of Ohio may enroll in the Ohio Med Traditional program.

Beginning July 1, 1994, the Ohio Med Traditional program for resident state employees will be replaced with the Ohio Med Traditional Plus program which includes a hospital-only PPO network. Beginning July 1, 1994, the Ohio Med Traditional program will be available only to state employees who are permanently stationed outside of Ohio.

Required co-payments for employees (and their dependents) enrolled in the Ohio Med Traditional Plus Program and the Ohio Med Traditional Program are described in 35.03(H) above.

#### **K. Hospital Benefits**

##### **1. Unity of Benefits**

Hospital benefits will be identical, whether delivered under the Ohio Med PPO, the Ohio Med Traditional Plus, or the Ohio Med traditional segments of the Ohio Med Plan. Co-payments and other financial arrangements vary. (See 35.03, C, E, H)

##### **2. Financial Incentives**

Financial incentives are as follows:

- a. Co-payments for hospital services vary depending on whether a PPO hospital is being used (see 35.03 H);
- b. A \$250 penalty charge may be incurred if Ohio Med Traditional Plus or PPO Plan members fail to obtain appropriateness review (see below for detail);
- c. Ohio Med PPO or Ohio Med Traditional Plus members who use a non-PPO hospital in a non-emergency situation shall be subject to a \$250.00 penalty charge (see 35.03 H).

### **3. Cost Containment**

#### **a. Pre-Admission Certification**

Pre-admission certification for inpatient treatment is necessary only when using non-PPO hospitals.

When using a non-PPO hospital, each inpatient admission 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 non-PPO 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 a penalty charge of \$250. The penalty charge 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 penalty charge waived.

#### **b. Appropriateness Review**

Appropriateness review is necessary only under the following circumstances:

- (i) When Ohio Med PPO members use non-network hospitals or providers;
- (ii) When Ohio Med Traditional Plus members use non-network hospitals or any provider; or
- (iii) When Ohio Med Traditional members use any hospital or provider.

Appropriateness review is not necessary for Ohio Med PPO members using network hospital/providers, and Ohio Med Traditional Plus members using network hospitals.

For persons required to use it, an appropriateness review program shall be used to pre-authorize selected procedures (including magnetic resonance imaging [MRI] and positron emission tomography [PET] procedures) when performed on an inpatient basis or outpatient basis.

The procedures requiring appropriateness review pre-authorization are listed in the Employee Benefit Handbook. The list may be altered by the Employer after consultation with the JHCC at least 45 days prior to the effective date of the change. Ohio Med members must be notified of the change prior to implementation.

The Ohio Med plan administrator shall maintain a toll free customer service phone line with hours set in consultation with the JHCC to provide information about the appropriateness review procedure and assist employees and dependents in obtaining the necessary appropriateness review pre-authorization.

### **4. Benefits**

#### **a. Duration of Benefits**

Unlimited duration.

#### **b. Semi-Private Room**

See 35.03 (H) for co-payments; see 35.03 (C) for deductibles. When using a PPO hospital, 100% of charges after OPM. When using a non-PPO hospital, 100% of UCR/Allowed Amount after OPM. (See 35.03 (C), for OPM; see 35.03 (E) for UCR/Allowed Amount. Note that there is

a \$250 penalty charge for Ohio Med PPO or Traditional Plus program members who utilize non-PPO hospitals on a non-emergency basis; See 35.03 (H).)

**c. Hospital Auxiliary Services**

See 35.03 (H) for co-payments; see 35.03 (C) for deductibles. When using a PPO hospital, 100% of charges after OPM. When using a non-PPO hospital, 100% of UCR/Allowed Amount after OPM. (See 35.03 (C), for OPM; see 35.03 (E) for UCR/Allowed Amount. Note that there is a \$250 penalty charge for Ohio Med PPO or Traditional Plus program members who utilize non-PPO hospitals on a non-emergency basis; See 35.03 (H).)

**d. Emergency Room Deductible**

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

**e. Diagnostic X-Ray and Laboratory Test**

For pre-admission tests, 100 % when using a PPO hospital; 100% of UCR/Allowed Amount when using a non-PPO hospital. (See 35.03 (E) for UCR/Allowed Amount.)

For all others, see 35.03 (H) for co-payments; see 35.03 (C) for deductible. When using a PPO hospital, 100% of charges after OPM. When using a non-PPO hospital, 100% of UCR/Allowed Amount after OPM. (See 35.03 (C) for OPM, see 35.03 (E) for UCR/Allowed Amount. Note that there is a \$250 penalty charge for Ohio Med PPO or Traditional Plus program members who utilize non-PPO hospitals on a non-emergency basis; see 35.03 (H).)

Note: if performed at a non-PPO facility or by a non-PPO provider, magnetic resonance imaging (MRI) and positron emission tomography (PET) procedures may be subject to the pre-authorization and appropriateness review procedures listed above. (See Employee Benefits Handbook.)

**f. All Other Necessary Treatments and Procedures**

See 35.03 (H) for co-payments; see 35.03 (C) for deductibles. When using a PPO hospital, 100% of charges after OPM. When using a non-PPO hospital, 100% of UCR/Allowed Amount after OPM. (See 35.03 (C), for OPM; see 35.03 (E) for UCR/Allowed Amount. Note that there is a \$250 penalty charge for Ohio Med PPO or Traditional Plus program members who utilize non-PPO hospitals on a non-emergency basis; see 35.03 (H).)

**L. Medical and Surgical Benefits**

**1. Unity of Benefits**

**(See State of Ohio Employee Benefit Handbook for Details)**

Medical and Surgical benefits will be identical whether delivered under the Ohio Med PPO, Ohio Med Traditional Plus or the Ohio Med Traditional segments of the Ohio Med Plan. Co-payments and other financial arrangements vary (see 35.03(C), (E), and (H)).

**2. Routine Office Visits and House Calls and Consultations**

For Ohio Med PPO members, unlimited office visits, house calls, and consultations with a \$5.00 per visit charge at the point of service, with no co-pays or deductible charges, if such visit is in-network. If such visit, house call, or consultation is out-of-network, the employee shall pay a \$12.00 per visit charge. For Ohio Med Traditional Plus or Ohio Med Traditional plan members, the employee shall pay a \$5.00 per visit charge at the point of service, whether in or out-of-network.

**3. Routine Well Child Care**

When using PPO providers, 100% coverage for the first nine (9) years. When using non-PPO providers, 100% of UCR/Allowed Amount for the first nine (9) years (see 35.03 (E) for UCR/Allowed Amount). Services shall include annual physical examinations, developmental assessments, anticipatory guidance, appropriate immunizations, and laboratory tests in accordance

with the recommendations of the American Academy of Pediatrics. Additionally, appropriate immunizations in accordance with the American Academy of Pediatrics shall be covered through age twelve.

#### **4. Diagnostic and Preventive X-Ray and Laboratory Tests**

For pre-admission tests, 100% when using a PPO provider. When using a non-PPO provider, 100% of UCR/Allowed Amount after OPM. (See 35.03 (C), for OPM; see 35.03 (E) for UCR/Allowed Amount. Note that there is a \$250 penalty charge for Ohio Med PPO program members who utilize non-PPO hospitals/providers on a non-emergency basis and for Ohio Med Traditional Plus members who use non-PPO hospitals on a non-emergency basis; see 35.03 (H).

For all others, see 35.03 (H) for co-payments; see 35.03 (C) for deductibles. When using a PPO hospital, 100% of charges after OPM. When using a non-PPO hospital, 100% of UCR/Allowed Amount after OPM. (See 35.03 (C), for OPM; see 35.03 (E) for UCR/Allowed Amount. Note that there is a \$250 penalty charge for Ohio Med PPO program members and for Ohio Med Traditional Plus members who utilize non-PPO hospitals on a non-emergency basis; see 35.03 (H).)

Effective July 1, 1994, low-dose, bilateral mammographies for the presence of breast cancer in women, whether for screening or diagnostic purposes, shall be covered according to the following schedule:

- a. If a woman is at least thirty-five (35) years of age, but under forty (40) years of age, one baseline mammography during that five (5) year period;
- b. If a woman is at least forty (40) years of age but under fifty (50) years of age, either of the following:
  - (i) One mammography every two (2) years; or
  - (ii) If a licensed physician has determined that the woman has risk factors to breast cancer, one screening mammography every year.
- c. If a woman is at least fifty (50) years of age, one screening mammography every year.

The benefit is not subject to deductible or co-insurance, but is limited to \$85.00, whether in-network or out-of-network per mammography.

For coverage regarding cytologic screening (pap smear) and prostate screening, see Employee Benefits Handbook.

Magnetic resonance imaging (MRI) and positron emission tomography (PET) procedures may be subject to the pre-authorization and appropriateness review procedures listed above. (See Employee Benefit Handbook.)

#### **5. All Other Medical and Surgical Procedures**

See 35.03 (H) for co-payments; see 35.03 (C) for deductibles. When using a PPO hospital, 100% of charges after OPM. When using a non-PPO hospital, 100% of UCR/Allowed Amount after OPM. (See 35.03 (C), for OPM; see 35.03 (E) for UCR/Allowed Amount. Note that there is a \$250 penalty charge for Ohio Med PPO or Traditional Plus program members who utilize non-PPO hospitals on a non-emergency basis; see 35.03 (H).)

### **M. Other Benefits**

#### **1. Unity of Benefits**

Medical and surgical benefits will be identical whether delivered under the Ohio Med PPO, Ohio Med Traditional Plus or the Ohio Med Traditional segments of the Ohio Med Plan. Co-payments and other financial arrangements vary (see 35.03 (C)(E) and (H)).

#### **2. Skilled Nursing Facility, Including Extended Care**

100% for up to 180 days for each confinement provided that the benefit must immediately follow a confinement of at least three days in a hospital and be due to the same or related cause. When using

a PPO facility, 100% of charges after OPM. When using a non-PPO facility, 100% of UCR/Allowed Amount after OPM. (See 35.03 (C) for OPM; See 35.03 (E) for UCR/Allowed Amount.)

**3. 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.)**

One hundred per cent (100 %) if provided by a PPO provider; 100% of UCR/Allowed Amount if provided by a non-PPO provider. (See 35.03(E) for UCR/Allowed Amount.)

**4. Hospice Care**

Hospice Care is payable at 100% and is not subject to deductibles or co-payments.

**5. Other Medically Necessary Home Health Care Services**

When using a PPO provider, 100% of charges after OPM. When using a non-PPO provider, 100% of UCR after OPM. (See 35.03(C) for OPM; see 35.03(E) for UCR/Allowed Amount.)

**6. Allergy Injections**

See 35.03 (H) for co-payments; see 35.03 (C) for deductibles. When using a PPO provider, 100% of charges after OPM. When using a non-PPO provider, 100% of UCR/Allowed Amount after OPM. (See 35.03 (C), for OPM; see 35.03 (E) for UCR/Allowed Amount.)

**7. Local Ambulance Service**

Ninety per cent (90%) of UCR/Allowed Amount after deductible, then 100% of UCR/Allowed Amount after OPM. If this service becomes available through the Preferred Provider Organization, PPO co-payments will take effect, provided that Ohio Med PPO members are appropriately notified in advance.

**8. Prosthetic Devices**

See 35.03(H) for co-payments; see 35.03(C) for deductibles. When using a PPO provider, 100 % of charges after OPM. When using a non-PPO provider, 100% of UCR/Allowed Amount after OPM. (See 35.03(C) for OPM; see 35.03(E) for UCR/Allowed Amount.)

**9. Tubal Ligation**

See 35.03 (H) for co-payments; see 35.03 (C) for deductibles. When using a PPO provider, 100% of charges after OPM. When using a non-PPO provider, 100% of UCR/Allowed Amount after OPM. (See 35.03 (C), for OPM; see 35.03 (E) for UCR/Allowed Amount. Note that there is a \$250 penalty charge for Ohio Med PPO or Traditional Plus Program members who utilize non-PPO hospitals on a non-emergency basis; see 35.03 (H).

However, not covered as incidental if performed during another procedure.

**10. Vasectomy**

See 35.03 (H) for co-payments; see 35.03 (C) for deductibles. When using a PPO provider, 100% of charges after OPM. When using a non-PPO provider, 100% of UCR/Allowed Amount after OPM. (See 35.03 (C), for OPM; see 35.03 (E) for UCR/Allowed Amount. Note that there is a \$250 penalty charge for Ohio Med PPO or Ohio Med Traditional Plus Program members who utilize non-PPO hospitals on a non-emergency basis; see 35.03 (H).)

**11. Hemodialysis**

See 35.03 (H) for co-payments; see 35.03 (C) for deductibles. When using a PPO provider, 100% of charges after OPM. When using a non-PPO provider, 100% of UCR/Allowed Amount after OPM. (See 35.03 (C), for OPM; see 35.03 (E) for UCR/Allowed Amount. Note that there is a \$250 penalty charge for Ohio Med PPO or Traditional Plus Program members who utilize non-PPO hospitals on a non-emergency basis; see 35.03 (H).)

**12. Transplant of Organs**

The limitations on organ transplants shall be the same as those defined by the traditional plan in effect on June 30, 1992. See 35.03 (H) for co-payments; see 35.03 (C) for deductibles. When using a PPO provider, 100% of charges after OPM. When using a non-PPO provider, 100% of UCR/Allowed Amount after OPM. (See 35.03 (C), for OPM; see 35.03 (E) for UCR/Allowed Amount. Note that there is a \$250 penalty charge for Ohio Med PPO or Traditional Plus Program members who utilize non-PPO hospitals on a non-emergency basis; see 35.03 (H).)

### **13. Immunizations**

Not covered, except under Well Child Care during the first twelve (12) years.

### **N. Mental Health and Substance Abuse**

Mental health and substance abuse treatment will be provided through a managed care program which will include a full range of service providers, including psychiatrists and certified alcohol and drug counselors. Providers must be available within a reasonable distance in all parts of the State, provided, however, that the program will pay the costs of treatment of a provider not included in the network for those persons for whom an appropriate provider is not available in his/her home county. The program will provide timely responses to emergency calls. The service providers will be paid on a discounted fee for service basis. The financial structure will include incentives for the program to provide sufficient inpatient treatment. Effective with the benefit year beginning July 1, 1995, all mental health/substance abuse benefits will be provided pursuant to Section 35.05 below.

### **O. Prescription Drugs**

#### **1. Short-Term Prescriptions**

Prescription drugs with usage of less than twenty-one (21) days duration shall be reimbursed at 100% for generic and at 80% of charges after deductible, then 100% of charges after OPM.

Effective no later than October 15, 1994, prescription drugs with usage of less than twenty-one (21) days duration shall be provided through a managed retail walk-in drug card program, with a \$7.00 co-payment for brand name drugs and a \$3.00 co-payment for generic drugs. Where a generic equivalent is available, the co-payment for brand name drugs shall be \$10.00.

#### **2. Mail Order Maintenance Drug Program**

Prescription drugs with usage of twenty-one (21) days or more duration shall be provided by a mail-order or other drug program with a \$7.00 co-payment for brand name drugs, and a \$3.00 co-payment for generic drugs. Where a generic equivalent is available, the co-payment for brand name drugs shall be \$10.00. The program shall include lengthy customer service hours, no member charges for routine mailing, an emergency replacement service, and a regular program of information on drug characteristics, interactions, and side effects.

Effective upon the implementation of the short-term drug card program, when a maintenance medication which is new to the employee or dependent is prescribed, the first prescription shall be for a period not to exceed fourteen (14) days and shall be obtained through the managed retail walk-in drug card program.

### **35.04 - Health Maintenance Organizations**

#### **A. Election to Enroll**

Employees may elect to enroll in a qualified HMO which has been approved by the Director of the Department of Administrative Services. Approval as "qualified" shall be based upon compliance with the standards for HMO operations, core benefits, and other requirements listed below. The standards, core benefit requirements and other requirements shall be specified in the DAS contract with Health Maintenance Organizations.

#### **B. State Contribution**

1. The Employer shall contribute ninety percent (90%) of the premium cost of single and family coverage for a qualified HMO up to the dollar amounts that it pays for single and family coverage for the Ohio Med plan.

Effective July 1, 1995, the Employer shall contribute ninety percent (90%) of the premium cost of single and family coverage for a qualified HMO. However, the State's contribution shall not exceed 90% of the statewide average HMO rate for single or family coverage, provided that no employee shall be required to pay more than seventy dollars (\$70.00) per month for an HMO option. Prior to calculating the employee's share, a surcharge shall be included to fund the State Employee Education and Communication Program. (See 35.02(E)).

2. Effective July 1, 1994, the Employer's premium share of ninety percent (90%) of the HMO premium shall be paid only on behalf of the following employees:

- (a) full time employees; and

- (b) part-time employees (including fixed term regular and fixed term irregular employees), who were employed prior to March 1, 1994 and were in active pay status for more than five hundred (500) hours in calendar year 1993; and

- (c) part-time employees (including fixed term regular and fixed term irregular employees), who were hired between July 1, 1993 and December 31, 1993, and whose average hours in active pay status from the date of hire through December 31, 1993 were forty (40) hours per bi-weekly pay period.

3. Effective July 1, 1994, the Employer's premium share for all employees not covered under Section 35.04(B)(2) shall be paid as follows:

- (a) The Employer shall pay no share of the premium for part-time employees who are in an active pay status an average of less than forty (40) hours in a bi-weekly pay period. However, such employees shall have the option of self-paying the entire health care premium.

- (b) The Employer shall pay fifty per cent (50%) of the premium for part-time employees who are in an active pay status an average of forty (40) hours or more but less than sixty (60) hours in a bi-weekly pay period.

- (c) The Employer shall pay seventy per cent (70%) of the premium for part-time employees who are in an active pay status an average of sixty (60) hours or more but less than seventy (70) hours in a bi-weekly pay period.

- (d) The Employer shall pay ninety per cent (90%) of the premium for part-time employees who are in an active pay status an average of seventy (70) hours or more in a bi-weekly pay period.

Average hours in active pay status beginning with the pay period shall be calculated quarterly on the basis of the prior six pay periods including January 1, April 1, July 1, and October 1, respectively.

For newly hired part-time employees, estimated scheduled hours shall determine the Employer contribution toward the premium cost for the first three months of employment. However, if an employee has been in active pay status during at least three bi-weekly pay periods at the time that a pay period including January 1, April 1, July 1, or October 1 commences, calculations for the Employer contribution toward the premium cost shall be based upon the employee's average hours in active pay status for the number of weeks the employee worked.

Employees subject to the pro-rated Employer HMO premium share under this subsection shall be advised in writing regarding the amount of the Employer's share to which they are eligible. Such information shall be provided to said employees as soon as practicable after the pay periods including January 1, April 1, July 1, and October 1 of each year.

4. An employee who declined enrollment in an HMO because he/she was not eligible to receive an Employer contribution (pursuant to Section 35.04(B)(3)(a)), and who after a quarterly calculation of

average hours would otherwise become eligible to receive some Employer contribution, may enroll in a qualified HMO within forty-five (45) days from the quarterly calculation date.

### **C. Number of HMOs; HMO Rate Negotiation**

The configuration of HMOs offered by the State shall not be changed for the benefit period beginning July 1, 1994, except to the extent that a particular HMO does not meet the requirements of this contract and the State, therefore, declines to offer that HMO to State employees; and except that an additional HMO may be offered in the Northwest portion of the State where only one HMO option was available as of December 31, 1993.

Prior to any open enrollment period, but not sooner than preparations for the benefit year beginning July 1, 1995, the Department of Administrative Services may reduce the number of HMOs available to State employees, provided that:

1. All HMOs offered to State employees are certified as meeting full compliance or significant compliance by the National Committee for Quality Assurance (NCQA). Such certification shall be a condition of an HMO's contract with the State. If an HMO has not been so certified but the NCQA states that the HMO is making significant progress toward such certification, this provision may be waived;
2. At least 65% of State employees have an HMO option available;
3. No qualified HMO is eliminated which is the sole HMO available in any county;
4. An analysis has been conducted regarding displacement of employees from their current providers, and such analysis has been reviewed and discussed with the JHCC; and
5. HMOs selected have sufficient capacity for the relevant service area(s).

HMOs which do not satisfy the above criteria shall not be offered to State employees.

At any time during this Agreement, the Department of Administrative Services may also conduct rate negotiations with HMOs. Negotiations shall only be concerning rates, and once begun, the State shall not accept new HMO proposals to amend their schedule of benefits, co-payments, deductibles, or out-of-pocket maximum. The State shall consult with the JHCC about the rate negotiations and inform the JHCC on the progress and results of said rate negotiations. If negotiations with a particular HMO do not result in rates which are satisfactory to the Department of Administrative Services, the Department may, after providing notice to the JHCC, refuse to permit any new enrollment in said HMO, or cancel the HMO contract.

Effective with the benefit year beginning July 1, 1994, the State may also refuse to offer an HMO which is not undergoing certification proceedings of the National Committee for Quality Assurance (NCQA). Application for such certification shall be a condition of an HMO's contract with the State.

Effective July 1, 1995, DAS may contract with non-HMO managed care networks to provide health care for State employees. Networks must be recommended to the DAS Director by JHCC. Such networks may be incorporated in place of an existing HMO, or in addition to HMO's currently offered in the area. All such networks must maintain quality standards comparable to those required of HMO's in order to qualify to be offered to State employees.

### **D. Core Benefits**

To gain approval as a "qualified" HMO available to state employees during open enrollment, all HMOs must include the following core benefits in the benefits which they offer to State employees. Co-payments for such benefits, except for office visit charges, shall not exceed 20 percent of billed charges and out-of-pocket maximums shall not exceed \$750.00 for single coverage and \$1500.00 for family coverage.

1. Physician's services;
2. Inpatient hospital services;
3. Outpatient medical services;

4. Emergency medical services;
5. Diagnostic laboratory services and diagnostic and therapeutic radiological services;
6. Preventive health care services, including voluntary family planning services, infertility services, periodic physical examinations, routine or screening mammography, prenatal obstetrical care, and well-child care;
7. Services of skilled nursing care facilities;
8. Allergy Injections;
9. Home Health Services;
10. Licensed Dietician services for medically necessary obesity management;
11. Physical Therapy;
12. Initial internal or external prosthetic devices and medically necessary replacements;
13. Non-experimental organ transplants; and
14. Liaison services with the State Employee Assistance Program.
15. Mental health services and substance abuse treatment services, which shall be comparable to the benefits offered under the Ohio Med plan. Effective with the benefit year beginning July 1, 1995, all mental health/substance abuse benefits will be provided pursuant to section 35.05 below.
16. Prescription drugs, with \$3.00 co-payment for generic, \$7.00 co-payment for brand name drugs. Where a generic equivalent is available, the co-payment for brand name drugs shall be \$10.00;

**E. HMO Minimum Standards**

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

1. Qualified HMOs will ensure that all State employee members and their covered dependents are held harmless from any charges beyond established fees or co-pays for any benefit provided as a part of the HMO benefit plan, regardless of the contracting or non-contracting status of the provider;
2. All State employee members and their dependents shall be entitled, at their discretion, to change primary care physicians a minimum of at least two (2) times each year;
3. Each qualified HMO shall provide quarterly reports to the Department of Administrative Services, Office of Benefits Administration, regarding telephonic, written, and/or in-person complaints received by it from State employee members. Such reports shall provide, in summary form, the nature of such complaints and the disposition of such complaints. DAS shall require HMOs to provide complaint reports listed by categories which are recommended by the JHCC;
4. Participating HMOs must comply with minimum financial guidelines, which shall be set forth by the Director of Administrative Services and reviewed by the JHCC; and
5. HMOs must, by July 1, 1994, show that they are engaged in certification proceedings by the National Committee on Quality Assurance (NCQA). By July 1, 1995, HMOs must show that they have been certified in full or significant compliance with NCQA standards. Such certification shall be a condition of the HMOs contract with the State. If an HMO is not so certified but the NCQA states that the HMO is making significant progress toward such certification, this provision may be waived.

**35.05 - Mental Health and Substance Abuse Benefits**

The Department of Administrative Services, with the active consultation and review of the JHCC, shall develop and implement a managed mental health and substance abuse program for all State employees

enrolled in either Ohio Med, an HMO or other managed care program. The program shall be effective July 1, 1995, or as soon thereafter as is practicable. Upon the effective date of the program, the State shall contract for State employee mental health and substance abuse benefits only under this program. Premiums for the managed mental health/substance abuse program shall be calculated into the Ohio Med premium and shall be added to the HMO premiums.

Should the State, upon consultation with the JHCC, determine that this managed care program is unfeasible or will create an undue financial burden to the State and/or its employees, it may then cancel the program.

Programs must include the following features:

- A. A full range of culturally diverse service providers, including psychiatrists, psychologists, social workers, and licensed and certified alcohol and drug counselors;
- B. A full range of facilities, including inpatient facilities and facilities for residential treatment (halfway houses, transitional programs, etc.);
- C. A full range of programs at various treatment levels, including inpatient treatment, a variety of intensive outpatient programs, and a variety of outpatient programs;
- D. A range of service providers and facilities within a reasonable distance in all parts of the state;
- E. Group programs on smoking cessation, stress management, weight control, family discord, and other like stress management issues;
- F. Timely responses to emergency calls;
- G. Protocols and programs for integrating mental health/substance abuse and other physical health programs;
- H. Coordination with the State Employee Assistance Program.
- I. No preset caps on employee visits or treatment;
- J. A provision that the program will pay the costs of treatment by a provider not included in the managed care network for those persons for whom an appropriate provider is not available in his/her home county;
- K. Separate standards and incentives, for the program to provide appropriate amounts of treatment at the various treatment levels (inpatient, intensive outpatient, etc.) and for discrete categories of illness (e.g. mental health, substance abuse, eating disorders);
- L. Use of the proper placement criteria;
- M. Separate, appropriate diagnostic capacity for discrete categories of illness (e.g. mental health, substance abuse, eating disorders);
- N. Internal financial arrangements which will not encourage under treatment, placement at inappropriately low levels of treatment, or withholding of treatment.
- O. Capacity to provide appropriate critical incident stress debriefing in conjunction with the State Employee Assistance Program. The JHCC shall seek joint recommendations from the Ohio EAP and the OCSEA EAP committees concerning this program, not later than July 1, 1994.

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

### **35.06 - Effect of Federal/State Health Care Reform Legislation**

In the event that the Federal or State governments adopt health care reform legislation which would have a significant impact on this Article, the State and the Union may agree to bargain over such impact and accordingly amend this Article.

## **35.07 - Employee Benefits Trust Fund**

### **A. Trust Governance**

The OCSEA Benefits Trust (Trust) established on January 27, 1993, shall remain in effect for the duration of this Agreement for the purpose of offering vision and other designated benefits to bargaining unit employees and their dependents.

The OCSEA Benefits Trust shall be governed by a Board of Trustees selected in accordance with the Trust Agreement executed on January 27, 1993, as amended from time to time. The Management co-chair of the JHCC established pursuant to this Article, or an alternate designated by OCB, shall serve as a member of the Board of Trustees.

The Trustees shall be responsible for establishing rules, regulations, and definitions of eligibility concerning trust-provided benefits for bargaining unit employees and their dependents and shall have fiduciary responsibility for the administration of the Trust pursuant to the Trust Agreement and the laws of the State of Ohio. The Trust shall have the right to establish contracts with administrators and carriers for benefits.

### **B. Trust Benefits**

The Trust shall offer dental, life, and vision benefits upon an employee's completion of one (1) year of continuous State service.

In the event a bargaining unit employee goes on extended medical disability or is receiving Workers' Compensation benefits, the State shall continue payments to the Trust for trust-provided benefits for the period of such disability, but not beyond three (3) years.

The Trust may provide other supplemental benefits to employees and their dependents at no direct cost to the State.

### **C. Payroll Deductions**

To the extent feasible, the State shall provide payroll deduction of premiums or fees for supplemental life insurance or other supplemental benefit programs established by the Trust.

### **D. Agreement Between the OCSEA Benefits Trust and the State**

The July 1, 1993, implementation agreement between the Ohio Department of Administrative Services and the Trust shall remain in effect unless and until the agreement is altered or renegotiated by mutual agreement between OCSEA and the State.

### **E. Payments**

The Employer shall contribute to the OCSEA Benefits Trust each month an amount equal to the per employee contributions made in December, 1993, plus the aggregate amount of voluntary payroll deductions being made by employees for supplemental coverages. If financial analysis and projections reveal that the trust will not be able to fund basic dental, life and vision benefits in effect in December, 1993, at existing levels of State contribution, the parties shall re-open this Section of the Agreement upon thirty (30) days written notice and meet and negotiate the level of State contribution to be effective not earlier than July 1, 1995.

### **F. Non-Bargaining Unit Coverages**

The Employer may determine to place non-bargaining unit employees in the Trust for purpose of dental, life and vision benefits by providing not less than ninety (90) days advance written notice to the Fund. In the event such employees are placed in the Trust, they shall not be withdrawn for a period of two (2) years, and only upon not less than ninety (90) days advance written notice of such withdrawal. Non-bargaining unit employees shall not be placed in the Trust until the State and the Trust have agreed upon applicable administrative procedures for such transition and reasonable administrative fees to be paid to the Trust.

In the event the Employer does not place non-bargaining unit employees into the Fund by March 31, 1994, in order to minimize the administrative inconvenience to the Employer and such employees as a

result of the employees being required to change insurance carriers and benefits administrators due to transition in or out of bargaining unit through promotion, transfer or otherwise, the Employer shall, to the extent possible, utilize the same vendors as are selected by the Trust for such benefits, providing such vendors provide services to the Employer on terms no less favorable than for the Trust. The Trust will cooperate with the Employer to the extent feasible in this regard.

## **ARTICLE 35A - DISABILITY BENEFITS**

### **35A.01 - Eligibility**

Eligibility shall be pursuant to current Ohio Law and the Administrative Rules of the Department of Administrative Services in effect as of the effective date of this Agreement, except that:

- A. The waiting period for disability benefits shall be fourteen (14) calendar days; and
- B. Part-time or fixed-term regular and irregular employees who have worked 1500 or more hours within the 12 calendar months preceding disability shall be entitled to disability benefits based upon the average regular weekly earnings for weeks worked over that 12 month period.
- C. The maximum time for which an employee shall be entitled to receive disability benefits will be twenty-four (24) months.

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

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

### **35A.03 - Disability Retirement**

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

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

### **35A.04 - Other Leave Usage to Supplement Disability**

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

### **35A.05 - Disability Review**

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

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

### **35A.06 - Information Dissemination**

The Employer recognizes the need to standardize the communication of information regarding disability benefits and application procedures. To that end, the Employer and the Department of Administrative Services shall produce explanatory materials which shall be made available to union representatives, stewards or individual employees upon request.

### **35A.07 - Orientation**

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

## **ARTICLE 36 - WAGES**

### **36.01 - Definitions**

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

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

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

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

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

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

### **36.02 - General Wage Increase**

- A. Effective with the beginning of the pay period which includes July 1, 1994, the pay schedules shall be increased by three percent (3%).
- B. Effective with the beginning of the pay period which includes July 1, 1995, the pay schedules shall be increased by four percent (4%).
- C. Effective with the beginning of the pay period which includes July 1, 1996, the pay schedules shall be increased by three percent (3%).

### **36.03 - Step Movement**

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

### **36.04 - Promotions**

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

### **36.05 - Classifications and Pay Range Assignments**

The Employer, through the Office of Collective Bargaining, may create classifications, change the pay range of classifications, authorize advance step hiring if needed for recruitment or other legitimate reasons, and issue or modify specifications for each classification as needed. Before proposing changes to the Department of Administrative Services, an agency must discuss them with the Union pursuant to Section 8.02. Additionally, the Office of Collective Bargaining shall notify the Union forty-five (45) days in advance of any change of pay range or specifications. Should the Union dispute the proposed action of the Employer and the parties are unable to resolve their differences, they shall utilize the appropriate arbitration mechanism.

At the request of the Union, but not more frequently than once each four (4) years per classification, the Department of Administrative Services shall review up to 10 designated classifications per year for duties, responsibilities, education and/or experience, certification and/or licensure, and working condition factors to determine appropriate salary range assignment. Such reviews shall be based upon a position description questionnaire survey of a random sample of incumbents in the classification, or all incumbents in the case of classifications with fewer than 50 incumbents, and shall be completed within 120 days of the initial request. No employee shall be reduced in pay as a result of such review and determination and the Union shall have the right to appeal the pay range determination directly to Step 5 of Article 25 within 30 days of receipt of written notice of the Department of Administrative Services determination.

### **36.06 - Roll Call Pay**

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

### **36.07 - Longevity Pay**

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

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

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

### **36.08 - Shift Differential**

Bargaining unit members who are regularly assigned to work shifts shall receive a shift differential of \$.35 per hour for each hour worked in each shift beginning between the hours of 2:00 p.m. and 3:00 a.m. The shift differential shall be added to the employee's regular rate of pay.

### **36.09 - Schedule C Employees**

Employees formerly covered by Schedule C shall continue to be covered by the existing overtime practices, notwithstanding the provisions of Section 13.10.

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

### **37.01 - Training and Development**

The Employer and the Union recognize the importance of employee training and development as an element of productivity and quality improvement. Employee training and development is regarded as an investment rather than a cost and the parties seek to expand as well as develop employee skills through training initiatives.

### **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, **Error! Bookmark not defined.**MH and MR/DD facilities will be provided training in crisis intervention techniques to appropriately respond to client behavior that could result in injury to self or others.

### **37.03 - 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 or as a part of an approved career ladder or skill expansion program. Reasonable effort will be made to equitably distribute such training opportunities among employees.

### **37.05 - Training Records**

Except where the Union and the State have otherwise agreed, upon completion of a training/continuing education program, the participant will forward a certificate or other appropriate recognition of course completion to the appropriate Agency designee for placement in the employee's personnel file.

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

### **37.06 - 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 - 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.

### **37.08 - Tuition Reimbursement Programs**

Current practices on the tuition reimbursement programs shall be maintained contingent upon fiscal limitations, except as modified by this Article.

### **37.09 - Joint Education and Development Committee**

A joint committee consisting of five (5) persons designated by the Union and five (5) persons designated by the State, including a representative of the Office of Collective Bargaining, shall be established no later than July 1, 1994. Each party will designate one of its members to serve as co-chair of the committee. The purpose of this committee shall be to advise the Director of Administrative Services regarding the design, development and implementation of the following types of training and development programs for state employees:

- A. Employment and career development counseling programs to assist employees in determining personal skills, interests and aptitudes and to facilitate employee response to changing work force requirements and technologies;
- B. Career development programs which offer employees enhanced opportunities for lateral and upward mobility through skills development and expansion; and
- C. Technical assistance and advice to agencies in the development and conduct of skills programs and job-related training and development.

The committee will meet at least bi-monthly, unless otherwise agreed, and employees on the committee shall receive paid time and travel expenses necessary for their participation, with approval by the Office of Collective Bargaining. The Department of Administrative Services may, with the approval of its Director, provide consulting services and other technical assistance to the committee not to exceed \$150,000 in the first year and such additional amounts in future years as are recommended by the committee and approved by the Director of Administrative Services.

Recommendations from the committee to the DAS Director shall be in writing and signed by the committee co-chairs. The Director will formally respond to the committee in writing within forty-five (45) days of receipt of a recommendation.

### **37.10 - Joint Labor Management Training Fund**

Effective July 1, 1994, the State shall establish a fund in the amount \$125,000 for the first year, and \$250,000 per year thereafter for the purpose of funding direct costs associated with improving labor relations skills and understanding through joint Union-Management training programs and activities. All training activities and expenditures from this fund must be approved by a joint committee chaired by the Executive Director of the Union and the Director of the Office of Collective Bargaining.

## **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**

### **39.01 - Contracting Out**

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

If the Employer considers contracting out a function or service which would result in the layoff of bargaining unit employees, the Employer shall provide not less than 120 days advance written notice to the Union. Upon request the Employer shall meet with the Union to discuss the reasons for the contracting proposal and provide the Union an opportunity to present alternatives.

If the Employer does contract out, any displaced employee will have the opportunity to fill existing equal rated permanent vacancies at his/her work location or other work locations of the Agency. In the event an employee needs additional training to perform the required work in such other position, which can be successfully completed within a reasonable length of time, the Employer shall provide the necessary training during working hours at the Employer's expense.

Except for government employees from other jurisdictions who are part of a state agency's organizational structure, non-state employees will not ordinarily serve as supervisors (as defined by ORC Section 4117.01 F) of any bargaining unit employees. Bargaining unit employees will not be responsible for training contract workers, except bargaining unit employees may be required to provide orientation and training related to agency policies, procedures and operations.

### **39.02 - Contracting-In**

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

benefit or other related factors through the use of bargaining unit employees rather than through renewal or continuation of the contract.

#### **ARTICLE 40 - INDEMNIFICATION**

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

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

#### **ARTICLE 41 - NO STRIKE/NO LOCKOUT**

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

#### **ARTICLE 42 - SAVINGS**

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

#### **ARTICLE 43 - DURATION**

##### **43.01 - Duration of Agreement**

This Agreement shall continue in full force and effect for the period March 1, 1994 through February 28, 1997, and shall constitute the entire Agreement between the parties. All rights and duties of both parties are specifically expressed in this Agreement. This Agreement concludes the collective bargaining for its term, subject only to a desire by both parties to agree mutually to amend or supplement it at any time. No verbal statements shall supersede any provisions of this Agreement.

##### **43.02 - Renegotiations**

The Union shall designate approximately twenty-one (21) bargaining unit members to serve on the master negotiating team (based upon one (1) member for each 2,000 bargaining unit employees or major fraction thereof, with a minimum of one (1) per unit, plus the three (3) state-wide elected officers). The parties may mutually agree to sub-divide the master teams to negotiate bargaining unit issues. If such unit negotiations cannot be sufficiently staffed by members of the master negotiating teams, the parties may mutually agree to additional members. Members of the union negotiating team shall be paid by the Employer for the time spent in negotiations with the Employer as well as for the time spent enroute to and from such negotiations, provided that no union negotiating team member shall receive more than eight (8) hours pay for any single day. At the request of the Union, union negotiating team members will also be paid for at least three (3) days of negotiations preparations.

An additional forty (40) designated Union representatives shall each be allowed up to a total of twenty-four (24) hours of paid time, as requested by the Union, for purposes of consulting with the negotiating team in the development of proposals and during the final weeks of bargaining.

## **ARTICLE 44 - MISCELLANEOUS**

### **44.01 - Agreement**

To the extent that this Agreement addresses matters covered by conflicting State statutes, administrative rules, regulations or directives in effect at the time of the signing of this Agreement, except for ORC Chapter 4117, this Agreement shall take precedence and supersede all conflicting State laws.

### **44.02 - Preservation of Benefits**

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

### **44.03 - Work Rules**

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

### **44.04 - Successor**

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

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

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

- A. Where individual institution(s) or part(s) thereof are closed, the provisions of Article 18 will apply;
- B. The Agency(s) will seek to absorb all affected employees or help displaced workers obtain employment in other areas of the public sector;
- C. A concerted effort will be made to relocate displaced employees within the framework of any new delivery system. The Employer will seek to involve the Union and any newly-created structure in a positive program for the hiring and possible retraining of any displaced employee;
- D. In cooperation with the Union, the Agency(s) will aggressively search for any available program assistance for the purpose of job training and/or placement. The Union and the Employer will closely examine all possible avenues for human resource assistance in both the public and private sectors.

### **44.05 - Errata**

It is the understanding of the parties that any errors in printing or typography will not alter the intent of the parties with respect to any such item.

### **APPENDIX A - Classifications - Bargaining Unit 3**

The following classifications, including any parenthetical subtitles, are included in Bargaining Unit Three: (NOTE: All classes numbered 30000 to 39999 are holding classes.)

<b>Class No.</b>	<b>Pay Range</b>	<b>Title</b>
26511	28	Correctional Firefighter
30211	07	Security Technician 1
30212	08	Security Technician 2
30281	06	Youth Program Specialist
31022	27	Correction Officer
44141	27	Psychiatric Attendant
44142	28	Psychiatric Attendant Coordinator
46111	25	Security Officer 1
46112	26	Security Officer 2
46511	27	Juvenile Correction Officer
46513	28	Juvenile Correction Specialist
46531	28	Correction Officer
46532	29	Correction Sergeant/Counselor
46611	06	Youth Leader (Blind/Deaf School)

### **APPENDIX B - Classifications - Bargaining Unit 4**

The following classifications, including any parenthetical subtitles, are included in Bargaining Unit Four: (NOTE: All classes numbered 30000 to 39999 are holding classes.)

<b>Class No.</b>	<b>Pay Range</b>	<b>Title</b>
17321	05	Social Service Aide
17331	05	Personal Services Worker
18111	03	Children's Teacher Aide 1
18112	04	Children's Teacher Aide 2
18113	25	Children's Teacher Aide 3
18121	26	Adult Teacher Aide 1
18122	27	Adult Teacher Aide 2
18123	28	Adult Teacher Aide 3
18131	25	Vocation Instructor 1
18132	26	Vocation Instructor 2
18141	25	Rehabilitation Aide
18531	04	Recreation Aide
30271	28	Pharmacy Administrative Assistant
30291	32	MH/MR Program Coordinator
30881	26	Mental Health Technician 1
30882	27	Mental Health Technician 2
30982	27	Activity Therapist Specialist 2
31072	27	General Activities Therapist 2
42711	05	Cosmetologist
42731	05	Barber

42741	05	Pharmacy Attendant
44111	04	Hospital Aide
44112	05	Therapeutic Program Worker
44113	26	Hospital Aide Coordinator 1
44114	27	Hospital Aide Coordinator 2
44161	09	Licensed Practical Nurse
44210	04	Activities Aide
44211	26	General Activities Therapist 1
44212	27	General Activities Therapist 2
44213	26	Activity Therapy Specialist 1
44214	27	Activity Therapy Specialist 2
44260	26	Therapy Aide
44261	28	Licensed Physical Therapy Assistant
44310	28	Occupational Therapy Assistant
44510	27	Exercise Physiologist Assistant
44731	26	Community Adjustment Trainer 1
44732	27	Community Adjustment Trainer 2
46621	04	Child Care Worker
65311	28	Emergency Medical Technician - Ambulance
65312	28	Advanced Emergency Medical Technician - Ambulance
65313	29	Paramedic
86121	27	Phlebotomist
86311	27	Dental Technician
86313	27	Dental Assistant
86321	27	X-Ray Technician
86322	28	X-Ray Technologist
86331	29	EEG/EKG Technician

### APPENDIX C - Classifications - Bargaining Unit 5

The following classifications, including any parenthetical subtitles, are included in Bargaining Unit Five:  
(NOTE: All classes numbered 30000 to 39999 are holding classes.)

<b>Class No.</b>	<b>Pay Range</b>	<b>Title</b>
14211	04	Commissary Worker
30021	04	Custodial Work Coordinator
30181	02	Custodial Worker
30031	03	Laundry Work Coordinator
30071	01	Laundry Worker
30061	05	Correctional Laundry Coordinator
30171	25	Commissary Coordinator
31841	01	Food Service Worker
30361	03	Cook 1
30362	05	Cook 2
30541	06	Dietitian Assistant
42111	02	Custodial Worker
42321	04	Meatcutter

42331	06	Baker
42341	01	Food Service Worker
42351	03	Cook 1
42352	05	Cook 2
42411	04	Food Service Coordinator 1
42412	06	Food Service Coordinator 2
42441	30	Food Consultant
42451	27	Correctional Food Service Coordinator 1
42452	28	Correctional Food Service Coordinator 2
42511	04	Fabric Worker 1
42512	04	Fabric Worker 2
42521	01	Laundry Worker
42541	27	Correctional Laundry Coordinator 1
42542	27	Correctional Laundry Coordinator 2

#### APPENDIX D - Classifications - Bargaining Unit 6

The following classifications, including any parenthetical subtitles, are included in Bargaining Unit Six:  
(NOTE: All classes numbered 30000 to 39999 are holding classes.)

<b>Class No.</b>	<b>Pay Range</b>	<b>Title</b>
22131	27	YCC Work Project Coordinator
22151	25	CCC Dormitory Advisor
22171	08	CCC Project Crew Leader
22221	27	Fish Management Technician
22231	27	Fish/Gamebird Hatchery Technician
22241	05	Net Constructor
22242	07	Net Construction Specialist
22280	28	Wildlife Research Technician
22320	26	Forest Inspector
22511	05	Parks Conservation Aide
22513	07	Parks Conservation Coordinator
22551	07	Lock Area Technician
22560	24	Campground Attendant
22565	27	Campground Coordinator 1
22566	28	Campground Coordinator 2
22831	02	Conservation Worker
22832	04	Conservation Aide
22833	05	Conservation Crew Leader
30081	09	Treatment Plant Operations Coordinator
30460	05	Assistant Auto Mechanic
30461	07	Auto Mechanic 1
30462	08	Auto Mechanic 2
30463	09	Auto Mechanic 3
30471	05	Delivery Worker 1
30472	05	Delivery Worker 2
30481	05	Equipment Operator 1

30483	07	Equipment Operator 3
30492	05	Maintenance Repair Worker 2
30493	05	Maintenance Repair Worker 3
30522	08	Body Repair Worker 2
30572	06	Tailor 2
30582	06	Vehicle Operator 2
30591	07	Carpenter 1
30632	07	Welder 2
30642	08	Air Quality Technician 2
30672	08	Electrician 2
30681	08	Equipment Maintenance Coordinator
30712	08	Plumber 2
30732	08	Sheet Metal Worker 2
30745	09	Correction Farm Supervisor 2
30752	09	Stationary Engineer 2
30762	10	Aircraft Mechanic 2
31161	27	Wildlife Technician
31541	29	Penal Workshop Quality Control Specialist
31631	30	Farm Specialist
33251	07	Painter 1
33252	08	Painter 2
33261	07	Parks Conservation Crew Leader
46541	04	Correctional Farm Laborer
46542	07	Correctional Farm Coordinator 1
46543	08	Correctional Farm Coordinator 2
46551	28	Penal Workshop Specialist
46552	29	Penal Workshop Quality Control Specialist
52111	06	Automotive Body Repair Worker 1
52112	08	Automotive Body Repair Worker 2
52121	04	Automotive Tire Repair Worker
52130	02	Automotive Service Worker
52131	05	Automotive Mechanic 1
52132	07	Automotive Mechanic 2
52133	08	Automotive Mechanic 3
52134	09	Automotive Mechanic 4
52141	06	Motor Fleet Coordinator
52211	07	Mason
52221	06	Plasterer
52231	07	Steam Fitter 1
52232	08	Steam Fitter 2
52240	05	Assistant Carpenter
52241	07	Carpenter 1
52242	08	Carpenter 2
52251	07	Painter 1
52252	08	Painter 2
52260	05	Assistant Plumber

52261	07	Plumber 1
52262	08	Plumber 2
52271	07	Sheet Metal Worker 1
52272	08	Sheet Metal Worker 2
52281	07	Electrician 1
52282	08	Electrician 2
52290	05	Assistant Air Quality Technician
52291	07	Air Quality Technician 1
52292	08	Air Quality Technician 2
52311	07	Machinist 1
52312	08	Machinist 2
52321	06	Welder 1
52322	07	Welder 2
52341	09	Laboratory Machinist
52351	08	Adaptive Equipment Technician
52821	27	Exploratory Drill Operator 1
52822	29	Exploratory Drill Operator 2
52831	05	Upholsterer
52851	06	Tailor
52861	08	Locksmith
53111	04	Maintenance Repair Worker 1
53112	05	Maintenance Repair Worker 2
53113	07	Maintenance Repair Worker 3
53121	06	Maintenance Inspector
53151	09	Assistant Statue/Decorative Artwork Restorer
53211	05	Highway Maintenance Worker 1
53212	06	Highway Maintenance Worker 2
53213	07	Highway Maintenance Worker 3
53214	08	Highway Maintenance Worker 4
53230	05	Bridge and Lock Tender
53231	06	Bridge Worker 1
53232	07	Bridge Worker 2
53241	05	Routemarker 1
53242	08	Routemarker 2
53261	05	Foundation Mechanic
53263	06	Foundation Mechanic Coordinator
53320	05	Signal Electrician Assistant
53321	06	Lineworker
53322	07	Signal Electrician 1
53323	08	Signal Electrician 2
53411	07	Sign Worker
53521	04	Dairy Worker 1
53522	06	Dairy Worker 2
53531	08	Farm Coordinator
53541	07	Correctional Dairy Processing Plant Operator
53611	04	Groundskeeper 1

53612	05	Groundskeeper 2
53613	06	Groundskeeper 3
53621	04	Golf Course Worker 1
53622	06	Golf Course Worker 2
53631	04	Roadside Park Caretaker 1
53632	05	Roadside Park Caretaker 2
53633	07	Roadside Park Caretaker 3
53811	02	Laborer
53813	04	Laborer Crew Leader
53821	05	Delivery Worker
53831	04	Mover 1
53832	07	Mover 2
53841	03	Parking Facilities Attendant
53851	07	Lottery Delivery Worker
54211	06	Aircraft Attendant
54221	09	Aircraft Mechanic
54223	31	Aircraft Maintenance Coordinator
54411	05	Equipment Operator 1
54412	06	Equipment Operator 2
54413	07	Equipment Operator 3
54414	07	Equipment Operator 4
54421	06	Dredge Operator 1
54422	07	Dredge Operator 2
54441	04	Vehicle Operator 1
54442	06	Vehicle Operator 2
54451	05	Ambulance Operator
54461	08	Research Vessel Operator
54511	04	Boiler Maintenance Worker
54513	06	Boiler Repair Worker
54531	08	Stationary Engineer 1
54532	09	Stationary Engineer 2
54541	05	Boiler Operator 1
54542	06	Boiler Operator 2
54610	06	Treatment Plant Aide
54611	06	Treatment Plant Operator in Training
54612	07	Treatment Plant Operator
54613	08	Treatment Plant Coordinator 1
54614	31	Treatment Plant Coordinator 2

## APPENDIX E - Classifications - Bargaining Unit 7

The following classifications, including any parenthetical subtitles, are included in Bargaining Unit Seven: (NOTE: All classes numbered 30000 to 39999 are holding classes.)

<b>Class No.</b>	<b>Pay Range</b>	<b>Title</b>
21111	29	Livestock Inspector
21121	29	Grain Warehouse Examiner
21122	30	Grain Warehouse Examiner Specialist
21131	29	Feed and Fertilizer Inspector
21141	29	Apiary Specialist
21151	29	Seed Inspector
21153	29	Seed Analyst
21161	29	Plant Pest Control Specialist
21171	29	Pesticide Control Specialist
21211	28	Egg Products Inspector
21212	26	Poultry Products Inspector
21221	29	Fruit and Vegetable Inspector
21231	30	Meat Inspector
21233	30	Meat Inspection Specialist
21241	30	Food Inspector
21243	30	Food Inspection Coordinator
21251	28	Weights and Measures Inspector 1
21252	29	Weights and Measures Inspector 2
21253	30	Weights and Measures Technologist
21261	32	Grain Warehouse Financial Analyst
21511	27	Cosmetology Inspector
21512	27	Cosmetology Examiner
21521	27	Barber Inspector
21531	30	Nursing Board Enforcement Agent
21541	32	Medical Board Enforcement Investigator
21561	31	Pharmacy Board Compliance Agent
21581	28	Amusement Ride and Game Inspector 1
21582	29	Amusement Ride and Game Inspector 2
23111	28	Public Utilities Transportation Investigator 1
23112	29	Public Utilities Transportation Investigator 2
23121	30	Public Utilities Transportation Examiner
23131	30	Public Utilities Water and Sewer Compliance Investigator
23161	31	Hazardous Materials Investigation Specialist
23171	30	Public Utilities Telephone Compliance Investigator
23181	33	Public Utilities Gas Pipeline Safety Compliance Investigator
23191	30	Public Utilities Electric Compliance Investigator
23311	29	Railroad Inspector 1
23312	31	Railroad Inspector 2
23313	32	Railroad Inspector 3
24111	30	Building Inspector

24120	30	Interim Boiler Inspector
24121	30	Boiler Inspector
24123	31	Nuclear Boiler Inspector
24130	30	Interim Electrical Inspector
24131	30	Electrical Inspector
24141	30	Elevator Inspector
24151	30	High Pressure Piping Inspector
24161	30	Plumbing Inspector 1
24162	31	Plumbing Inspector 2
24311	27	Stationary Load Limit Inspector
24312	28	Portable Load Limit Inspector
24331	27	Driver's License Examiner 1
24332	28	Driver's License Examiner 2
24351	28	Motor Vehicle Inspector
24391	30	Industrial Inspector
24411	29	Industrial Safety Inspector
24421	28	Breath Alcohol Testing Inspector
24431	28	Safety and Health Inspector 1
24432	29	Safety and Health Inspector 2
24433	30	Safety and Health Compliance Inspector
24441	32	Safety and Health Coordinator
24442	33	Safety and Health Consultant
24461	30	Radiation Safety Officer 1
24462	31	Radiation Safety Officer 2
24471	30	Industrial Safety Hygienist 1
24472	31	Industrial Safety Hygienist 2
24473	33	Industrial Safety Hygienist 3
24474	34	Industrial Safety Hygienist 4
24481	28	Industrial Safety Consultant 1
24482	29	Industrial Safety Consultant 2
24483	31	Industrial Safety Consultant 3
24484	33	Industrial Safety Consultant Specialist
24511	31	Ergonomist 1
24512	33	Ergonomist 2
24513	34	Ergonomist 3
24710	30	Mine Rescue Operations Coordinator
24711	31	Mine Safety Inspector 1
24712	33	Mine Safety Inspector 2
24721	28	Oil and Gas Well Inspector
24741	29	Reclamation Inspector Trainee
24742	31	Reclamation Inspector
24911	27	Racing Inspector
24921	28	Embalmer and Funeral Facility Inspector
24941	30	Aviation Specialist 1
24942	32	Aviation Specialist 2
26121	30	Criminal Investigator 1

26122	31	Criminal Investigator 2
26181	27	Institutional Identification Officer
26210	27	Investigator Assistant
26211	30	Investigator
26221	29	Insurance Investigator 1
26222	31	Insurance Investigator 2
26241	30	Consumers' Counsel Utility Investigator
26251	30	Public Utilities Customer Service Investigator
26521	30	Fire Safety Inspector
26531	32	Arson Investigator
26560	29	Fire Training Equipment Technician
26571	31	Hazardous Materials Technician
26573	32	Hazardous Materials Coordinator
30041	29	Fire Safety Specialist
30131	31	Project Inspection Coordinator
30782	25	Laboratory Technician 2
30562	06	Printing Machine Operator 2
31061	27	Electronic Technician 1
31062	28	Electronic Technician 2
31462	29	Environmental Technician 2
31494	30	Investigator
31563	29	Project Inspector 3
31622	30	Environmental Scientist 2
31342	29	Safety and Health Inspector 2
31571	29	Safety and Health Compliance Officer
30791	25	Photo Laboratory Technician 1
31291	28	Photographic Specialist
31661	30	Fruit and Vegetable Inspector
31783	33	Industrial Safety Hygienist 3
31784	34	Industrial Safety Hygienist 4
31793	31	Industrial Safety Specialist
52421	06	Radio Technician 1
52422	09	Radio Technician 2
52423	10	Radio Technician Specialist
52611	06	Broadcasting Technician 1
52612	07	Broadcasting Technician 2
52621	09	Broadcasting/Network ITV Coordinator
52631	06	Audio/Visual Repair Worker
52641	07	Audio/Visual Specialist
52642	31	Audio/Visual Production Specialist
52711	07	Bindery Operator
52721	08	Typesetting Technician
52731	08	Printing Machine Operator
52741	29	State Printing Officer
52751	08	Correctional Printing Machine Coordinator
54571	30	Steam Engineer Examiner

64921	31	Hazardous Materials Specialist
66771	30	Insurance Licensing Examiner
69471	31	Case Control Reviewer
69481	28	Social Services Licensing Specialist
82111	27	Graphic Artist
82121	28	Layout Design Artist
82210	28	Photographer
82220	25	Photo Laboratory Assistant
82221	26	Photograph Developer
82311	28	Cartographer
82320	27	Photogrammetry Technician 1
82321	28	Photogrammetry Technician 2
82322	29	Photogrammetrist 1
82323	30	Photogrammetrist 2
82324	31	Photogrammetrist 3
83250	27	Medical Laboratory Technician
83820	28	Geology Technician
84111	25	Drafting Technician 1
84112	27	Drafting Technician 2
84113	28	Drafting Coordinator
84211	26	Survey Technician 1
84212	28	Survey Technician 2
84213	29	Survey Technician 3
84321	26	Materials Controller 1
84322	27	Materials Controller 2
84323	29	Materials Controller 3
84330	25	Centrifuge Operator
84331	26	Bituminous Plant Inspector
84334	28	Bituminous Plant Coordinator
84351	26	Project Inspector 1
84352	29	Project Inspector 2
84411	26	Electronic Technician 1
84412	27	Electronic Technician 2
84421	29	Radiological Instrument Technician 1
84422	30	Radiological Instrument Technician 2
84611	27	Environmental Technician
84631	29	Radiological Analyst 1
84632	31	Radiological Analyst 2
84641	30	Health Physicist 1
84651	29	Automobile Emissions Inspector
85560	30	Surveyor Trainee
86110	02	Laboratory Assistant
86111	24	Laboratory Technician 1
86112	25	Laboratory Technician 2
86113	27	Laboratory Technologist
86161	28	Veterinary Pathology Assistant

## 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): (NOTE: All classes numbered 30000 to 39999 are holding classes.)

<b>Class No.</b>	<b>Pay Range</b>	<b>Title</b>
12111	03	Clerk 1
12112	04	Clerk 2
12113	26	Clerk 3
12121	27	Statistics Clerk
12131	04	Telephone Operator 1
12132	25	Telephone Operator 2
12311	27	Data Storage Technician 1
12312	28	Data Storage Technician 2
12321	04	Data Processor 1
12322	25	Data Processor 2
12323	26	Data Processor 3
12331	04	Data Entry Operator 1
12332	25	Data Entry Operator 2
12333	26	Data Entry Operator 3
12341	24	Data Librarian 1
12342	25	Data Librarian 2
12343	26	Data Librarian 3
12351	25	Data Control Technician 1
12352	26	Data Control Technician 2
12353	27	Data Control Technician 3
12361	24	Data Technician 1
12362	25	Data Technician 2
12370	25	Computer Operator 1
12371	26	Computer Operator 2
12372	28	Computer Operator 3
12373	29	Computer Operator 4
12374	30	Computer Operations Analyst
12421	25	Reproduction Equipment Operator 1
12422	27	Reproduction Equipment Operator 2
12431	04	Salvage Machine Operator
12441	27	State Records Technician 1
12442	28	State Records Technician 2
12511	25	Office Assistant 1
12512	26	Office Assistant 2
12513	27	Office Assistant 3
12551	27	Secretary
12611	26	Word Processing Specialist 1
12612	27	Word Processing Specialist 2
12711	04	Hearings Bailiff

12731	03	Mail Clerk/Messenger
12821	28	Data Systems Scheduler 1
12822	30	Data Systems Scheduler 2
12823	31	Data Systems Scheduler 3
14711	03	Stores Clerk
14721	04	Mechanical Stores Clerk
14731	04	Chemical Stores Clerk
14741	25	Storekeeper 1
14742	27	Storekeeper 2
16111	05	Cashier
16511	26	Account Clerk 1
16512	27	Account Clerk 2
16513	28	Account Clerk 3
16521	26	Payroll Processing Specialist 1
16522	27	Payroll Processing Specialist 2
16711	28	Workers' Compensation Claims Representative 1
16712	29	Workers' Compensation Claims Representative 2
16713	30	Workers' Compensation Claims Representative 3
16714	31	Workers' Compensation Claims Representative 4
16715	33	Workers' Compensation Claims Analyst
16741	25	Unemployment Claims Examiner 1
16742	26	Unemployment Claims Examiner 2
16743	27	Unemployment Claims Examiner 3
16744	29	Unemployment Claims Examiner 4
16745	30	Unemployment Claims Specialist
16771	28	Disability Insurance Claims Examiner
16773	30	Disability Insurance Claims
16791	26	Claims Examiner 1
16792	27	Claims Examiner 2
16793	28	Claims Examiner 3
16794	29	Claims Examiner 4
16795	30	Claims Examiner Specialist
16841	27	Certification/Licensure Examiner 1
16842	28	Certification/Licensure Examiner 2
17211	27	Supplemental Income Claims Processor
17221	27	Health Financial Resource Specialist 1
17222	28	Health Financial Resource Specialist 2
18311	25	Library Assistant 1
18312	27	Library Assistant 2
18313	27	Library Associate
30001	26	Clerical Technician
30011	29	Account Clerk Specialist
30113	25	Clerical Specialist
30202	04	Office Machine Operator 2
30342	25	Accounting Machine Operator 2
30391	03	Telephone Operator 1

30403	25	Data Entry Operator 3
30453	25	Technical Typist
30802	25	Stenographer 2
30811	25	Storekeeper 1
30812	27	Storekeeper 2
30822	26	Account Clerk 2
30823	29	Account Clerk 3
30862	27	Examiner 2
30863	27	Examiner 3
30865	31	Examiner 5
30901	26	Secretary 1
30902	27	Secretary 2
30931	26	Statistics Clerk
30961	26	Word Processing Specialist 1
30962	27	Word Processing Specialist 2
31011	27	Computer Operator 1
31012	28	Computer Operator 2
31031	27	Data Control Technician
31091	27	Permit Technician 1
31171	28	Administrative Secretary 1
31193	28	Claims Examiner 3
31194	29	Claims Examiner 4
31253	28	Income Maintenance Worker 3
31352	28	Technical Writer 2
31452	29	Employee Benefits Coordinator 2
31551	29	Printing Coordinator 1
52411	08	Telecommunications Technician 1
52412	10	Telecommunications Technician 2
52413	11	Telecommunications Technician Coordinator
52431	06	Radio Operator
52441	05	Radio Dispatcher
52760	29	Printing Coordinator
54431	06	Bookmobile Operator
63141	26	Forms Control Specialist
64210	27	Employment Services Interviewer
64211	28	Employment Services Representative
64212	28	Employment Services Counselor
64220	28	Veteran Employment Representative
64221	28	Disabled Veterans Outreach Specialist
64222	28	Employment Services Contract
64223	31	Employment Services Manpower
64224	31	Employment Services Coordinator
64241	31	OBES Program Monitor
64281	29	Customer Service Representative
64282	30	Customer Service Specialist
64341	04	Tour Guide

64343	26	Tour Coordinator
64371	25	Travel Counselor 1
64372	26	Travel Counselor 2
64431	27	Public Inquiries Assistant 1
64432	29	Public Inquiries Assistant 2
64520	26	Purchasing Assistant
64551	26	Inventory Control Specialist 1
64620	26	Personnel Aide
64641	26	Test Monitor
64681	27	Employee Benefits Coordinator 1
64682	29	Employee Benefits Coordinator 2
66111	26	Accountant/Examiner 1
66112	28	Accountant/Examiner 2
66121	26	Unemployment Contributions Examiner 1
66122	27	Unemployment Contributions Examiner 2
66123	28	Unemployment Contributions Examiner 3
66124	30	Unemployment Contributions Examiner 4
66125	31	Unemployment Contributions Examiner 5
66191	27	Nursing Home and Hospital Examiner 1
66221	27	State Accountant Examiner
66431	30	Workers' Compensation External Auditor
66432	33	Workers' Compensation External Auditor Analyst
66561	26	Student Loan Specialist 1
66562	27	Student Loan Specialist 2
66563	28	Student Loan Specialist 3
66751	27	Safety Responsibility Evaluator 1
66752	29	Safety Responsibility Evaluator 2
66931	27	Nosologist
84361	26	Technical Writer 1
84362	28	Technical Writer 2
84371	26	Engineering Clerk
84381	25	Traffic Technician 1
84382	26	Traffic Technician 2
84391	27	Traffic Analyst
84571	26	Permit Technician 1
84572	30	Permit Technician 2

### APPENDIX G - Classifications - Bargaining Unit 13

The following classifications, including any parenthetical subtitles, are included in Bargaining Unit Thirteen (except for those positions which are supervisory or managerial): (NOTE: All classes numbered 30000 to 39999 are holding classes.)

<b>Class No.</b>	<b>Pay Range</b>	<b>Title</b>
21181	32	Plant Pathologist
22212	27	Wildlife Area Technician

22213	28	Wildlife Area Coordinator
22222	28	Fish Management Unit Leader
22232	28	Fish/Gamebird Hatchery Coordinator
22271	30	Aquatic Biologist 1
22272	31	Aquatic Biologist 2
22281	30	Wildlife Biologist 1
22282	31	Wildlife Biologist 2
22321	27	Forester
22322	29	Forester Analyst
22323	30	Staff Forester
22330	27	Assistant Forest Manager
22351	27	Nursery Coordinator
22540	26	Naturalist Aide
22541	28	Naturalist
22851	30	Wildlife Management Consultant
30531	31	Solid Waste Scientist 1
31371	28	Wildlife Area Coordinator
31622	30	Environmental Scientist 2
31681	30	Medical Laboratory Technologist 1
31682	31	Medical Laboratory Technologist 2
31712	30	Planner 2
31713	32	Planner 3
63281	30	Facilities Planner
65730	28	Sanitarian 1
65731	30	Sanitarian 2
65732	31	Sanitarian 3
65733	31	Sanitarian 4
65734	32	Sanitarian Program Specialist
65761	29	Epidemiology Investigator 1
65762	31	Epidemiology Investigator 2
65763	32	Epidemiology Investigator 3
65911	33	Veterinarian Specialist
65921	36	Veterinary Toxicologist
65931	36	Veterinary Pathologist
65951	31	Histotechnologist
66361	35	Energy Specialist
66951	31	Utility Specialist 1
66952	33	Utility Specialist 2
66953	35	Utility Specialist 3
82322	29	Photogrammetrist 1
83211	29	Microbiologist 1
83212	31	Microbiologist 2
83213	32	Microbiologist Coordinator
83221	29	Chemist 1
83222	30	Chemist 2
83223	31	Chemist 3

83224	32	Chemical Laboratory Coordinator
83231	29	Entomologist
83251	30	Medical Laboratory Technologist 1
83252	31	Medical Laboratory Technologist 2
83271	28	Biologist
83451	28	Ecological Analyst 1
83452	30	Ecological Analyst 2
83811	31	Soils Resource Specialist
83821	29	Geologist 1
83822	31	Geologist 2
83823	32	Geologist 3
83824	33	Geologist 4
83831	27	Horticulturist 1
83832	28	Horticulturist 2
84642	31	Health Physicist 2
84643	33	Health Physicist 3
85110	30	Architect Associate
85111	34	Architect
85211	34	Plans Examiner
85311	28	Planner 1
85312	32	Planner 2
85411	34	Planning Engineer 1
85420	30	Design Engineer Intern
85421	31	Design Engineer 1
85422	33	Design Engineer 2
85510	30	Project Engineer Intern
85511	31	Project Engineer 1
85512	32	Project Engineer 2
85521	34	Construction Engineer 1
85531	34	Maintenance Engineer 1
85541	34	Bridge Engineer 1
85561	31	Surveyor
85611	34	Aerial Engineer
85621	33	Field Engineer
85631	32	Testing Engineer 1
85640	31	Transportation Engineer Intern
85641	32	Transportation Engineer 1
85642	33	Transportation Engineer 2
85651	34	Traffic Engineer 1
85710	30	Environmental Engineer Intern
85711	31	Environmental Engineer 1
85712	32	Environmental Engineer 2
85721	32	Air Quality Engineer 1
85731	32	Water Quality Engineer 1
85821	30	Design Specialist 1
85822	31	Design Specialist 2

85823	33	Design Specialist 3
85824	34	Design Specialist 4
85831	31	Construction Project Specialist 1
85833	32	Construction Project Specialist 2
85834	33	Construction Project Specialist 3
85835	34	Construction Project Specialist 4
85841	32	Testing Specialist
85851	31	Bridge Specialist
85860	30	Environmental Specialist Intern
85861	31	Environmental Specialist 1
85862	32	Environmental Specialist 2
85871	31	Transportation Technician
85873	32	Transportation Technician 1
85874	33	Transportation Technician 2
85875	34	Transportation Technician 3
85910	28	Landscape Architect Aide
85911	31	Landscape Architect 1
85912	32	Landscape Architect 2
86141	32	Criminalist
86151	31	Liquor Control Chemist

#### **APPENDIX H - Classifications - Bargaining Unit 14**

The following classifications, including any parenthetical subtitles, are included in Bargaining Unit Fourteen (except for those positions which are confidential, supervisory, managerial, fiduciary or are on the staff of the Governor): (NOTE: All classes numbered 30000 to 39999 are holding classes.)

**Class**

<b>No</b>	<b>Pay Range</b>	<b>Title</b>
12380	31	Data Securities Specialist
12381	33	Data Security Analyst 1
12382	34	Data Security Analyst 2
12391	28	Data Systems Coordinator 1
12392	29	Data Systems Coordinator 2
16531	27	Payroll Deductions Specialist 1
16532	28	Payroll Deductions Specialist 2
16761	28	Disability Claims Adjudicator 1
16762	30	Disability Claims Adjudicator 2
16763	31	Disability Claims Adjudicator 3
16764	32	Disability Claims Specialist 2
24321	29	Motor Vehicle Enforcement Investigator
24361	29	Motor Vehicle Dealer Investigator
26541	28	Fire Safety Educator 1
26542	29	Fire Safety Educator 2
26561	30	Fire Training Officer 1
26562	31	Fire Training Officer 2
30091	34	Software Programmer

30101	33	Training Specialist
30242	30	Administrative Assistant 2 (Non-exempt)
30243	32	Administrative Assistant 3 (Non-exempt)
30291	32	MH/MR Program Coordinator
30321	34	MH Licensure/Certification Coordinator
30351	32	Management Analyst 3 (Non-exempt)
30352	33	Management Analyst 4 (Non-exempt)
30951	26	Title Agent 1
30952	28	Title Agent 2
30953	30	Title Agent 3
30971	27	Accountant 1
30972	29	Accountant 2
30973	31	Accountant 3
30991	27	Appraiser 1
31082	29	Highway Development Coordinator 2
31101	27	Property Agent 1
31102	29	Property Agent 2
31103	30	Property Agent 3
31131	27	Records Management Officer
31181	28	Administrative Assistant 1
31261	28	Medical Record Librarian
31281	28	Personnel Testing Specialist 1
31311	28	Programmer/Analyst 1
31312	30	Programmer/Analyst 2
31315	33	Programmer/Analyst 5
31321	28	Publication Specialist 1
31360	28	Trainer
31361	29	Training Officer 1
31362	31	Training Officer 2
31382	31	Budget Officer 2
31421	29	Data Systems Coordinator 1
31422	30	Data Systems Coordinator 2
31431	29	Disaster Services Administrator 1
31442	29	Disability Claims Adjudicator 2
31443	31	Disability Claims Specialist 1
31471	29	Financial Institution Examiner 1
31473	31	Financial Institution Examiner 3
31474	33	Financial Institution Examiner 4
31475	34	Financial Institution Examiner Specialist
31521	29	Motor Vehicle Enforcement Investigator
31582	30	Assistant Park Manager 2
31591	29	State Records Management Analyst 1
31642	30	Fine Arts Specialist 2
31650	30	Fiscal Specialist
31721	30	Security Specialist
31733	30	Statistician 3

31772	31	EEO Contract Compliance Officer 2
31814	31	Tax Commissioner Agent 4
31853	32	Forms Analyst 3
31863	32	Researcher 3
31871	33	Liaison Officer 1
31881	33	Software Specialist 1
31891	33	Systems Analyst 1
46131	26	Lottery Game Security Specialist
52481	09	Telecommunications Network Operator 1
52482	11	Telecommunications Network Operator 2
52483	12	Telecommunications Network Operator 3
52490	30	Telecommunications Service Request Coordinator
52491	34	Telecommunications Analyst
52492	35	Telecommunications Analyst 2
54231	32	Aircraft Pilot 1
54232	33	Aircraft Pilot 2
63111	29	Forms Analyst 1
63112	30	Forms Analyst 2
63121	28	Administrative Assistant 1
63151	28	Publication Specialist 1
63152	30	Publication Specialist 2
63161	28	Grants Coordinator 1
63162	30	Grants Coordinator 2
63211	30	Management Analyst
63231	26	Correctional Records Management Officer
63271	27	Records Management Officer
63280	28	Space Planner
63291	30	State Records Management Analyst
63311	28	Business Services Officer
63351	32	Technical Medical Liaison
63510	29	Assistant Liaison Officer
63511	33	Liaison Officer 1
63521	31	Employer Services Specialist
63522	33	Employer Services Analyst
63810	27	Paralegal/Legal Assistant
63821	27	Hearing Assistant
63831	31	Hearing Officer
63840	28	Legal Intern
63841	30	Law Clerk
63842	31	Attorney 1
63843	32	Attorney 2
63844	33	Attorney 3
63881	34	Utilities Attorney Examiner 1
63882	35	Utilities Attorney Examiner 2
63891	34	Utility Attorney
63921	34	Industrial Commission District

63922	35	Industrial Commission District
63951	34	UC Administrative Hearing Officer Trainee
64111	30	Programmer/Analyst 1
64112	32	Programmer/Analyst 2
64113	33	Programmer/Analyst 3
64114	34	Programmer/Analyst 4
64115	35	Programmer/Analyst 5
64121	34	Systems Analyst 1
64122	35	Systems Analyst 2
64123	36	Systems Analyst 3
64141	32	Programmer Specialist 1
64142	33	Programmer Specialist 2
64151	32	Data Base Analyst 1
64152	33	Data Base Analyst 2
64153	33	Data Base Analyst 3
64154	35	Data Base Analyst 4
64155	36	Data base Analyst 5
64161	35	Computer Consultant 1
64162	36	Computer Consultant 2
64171	33	Computer Acquisition Analyst 1
64172	34	Computer Acquisition Analyst 2
64173	35	Computer Acquisition Analyst 3
64181	31	Minicomputer Operations Technician
64182	33	Minicomputer Systems Programmer
64191	33	Systems Programmer 1
64192	34	Systems Programmer 2
64361	27	Medical Record Technician 1
64362	29	Medical Record Technician 2
64411	27	Information Writer 1
64412	29	Information Writer 2
64413	31	Publications Editor
64420	30	Public Information Specialist
64521	28	Purchasing Specialist
64522	28	Purchasing Agent
64523	30	Purchasing Coordinator
64552	28	Inventory Control Specialist 2
64571	30	Business Enterprise Specialist
64574	31	Business Enterprise Program Coordinator
64591	31	Purchasing Standards Analyst
64651	28	Trainer
64652	31	Training Officer
64671	28	Personnel Testing Specialist 1
64672	30	Personnel Testing Specialist 2
64691	28	Personnel Testing Information Controller
64711	30	Criminal Justice Planning Specialist
64712	31	Criminal Justice Planner

64721	32	Criminal Justice Field Representative
64722	33	Criminal Justice Policy Specialist
64811	28	Fine Arts Specialist 1
64812	30	Fine Arts Specialist 2
64813	32	Fine Arts Specialist 3
64911	29	Disaster Services Consultant 1
64912	30	Disaster Services Consultant 2
65221	30	Mental Health Administrator 1
66113	30	Accountant/Examiner 3
66114	31	Accountant/Examiner 4
66131	30	Unemployment Compensation Compliance Auditor 1
66132	31	Unemployment Compensation Compliance Auditor 2
66140	29	Financial Institution Examiner Trainee
66141	30	Financial Institution Examiner 1
66142	31	Financial Institution Examiner 2
66143	33	Financial Institution Examiner 3
66144	34	Financial Institution Examiner 4
66145	35	Financial Institution Examiner 5
66161	28	Utility Auditor 1
66162	30	Utility Auditor 2
66163	32	Utility Auditor Coordinator
66171	29	Student Loan Auditor
66173	31	Student Loan Consultant
66192	28	Nursing Home and Hospital Examiner 2
66193	29	Nursing Home and Hospital Examiner 3
66231	31	State Accounting Specialist
66311	30	Development Specialist 1
66312	32	Development Specialist 2
66321	31	Economist
66331	28	Labor Market Analyst 1
66332	30	Labor Market Analyst 2
66333	31	Labor Market Analyst 3
66340	27	Market Reporter
66350	32	Assistant Foreign Office Manager
66371	32	Environmental Economist
66411	31	Internal Auditor 1
66412	32	Internal Auditor 2
66413	33	Internal Auditor 3
66421	30	Internal EDP Auditor 1
66422	31	Internal EDP Auditor 2
66441	30	Unclaimed Funds Auditor 1
66442	31	Unclaimed Funds Auditor 2
66443	32	Unclaimed Funds Auditor 3
66444	33	Unclaimed Funds Auditor 4
66451	30	Consumer Finance Examiner 1
66452	31	Consumer Finance Examiner 2

66453	32	Consumer Finance Examiner 3
66491	32	Insurance Financial Analyst
66531	30	Fiscal Specialist 1
66532	32	Fiscal Specialist 2
66551	30	Contract Evaluator/Negotiator
66581	29	Securities Examiner 1
66582	30	Securities Examiner 2
66591	31	Securities Specialist 1
66592	32	Securities Specialist 2
66593	33	Securities Specialist 3
66594	34	Securities Specialist 4
66611	31	Securities Analyst 1
66612	32	Securities Analyst 2
66613	33	Securities Analyst 3
66614	34	Securities Analyst 4
66711	30	Actuary
66720	30	Insurance Examiner Trainee
66721	31	Insurance Examiner 1
66722	32	Insurance Examiner 2
66731	31	Insurance Actuarial Analyst
66732	33	Insurance Actuarial Analyst 2
66733	35	Insurance Actuarial Analyst 3
66741	31	Insurance Contract Analyst 1
66742	32	Insurance Contract Analyst 2
66743	33	Insurance Contract Analyst 3
66744	34	Insurance Contract Analyst 4
66745	35	Insurance Contract Analyst 5
66761	30	Traffic Safety Specialist
66811	28	Tax Commissioner Agent 1
66812	29	Tax Commissioner Agent 2
66813	30	Tax Commissioner Agent 3
66814	31	Tax Commissioner Agent 4
66815	32	Tax Commissioner Agent 5
66911	29	Statistician 1
66912	30	Statistician 2
66921	28	Researcher 1
66922	30	Researcher 2
66923	32	Researcher 3
66941	28	Utility Rate Analyst 1
66942	30	Utility Rate Analyst 2
66943	32	Utility Rate Analyst Coordinator
67111	33	Telecommunications Systems Analyst 1
67112	34	Telecommunications Systems Analyst 2
67113	35	Telecommunications Systems Analyst 3
67121	34	Business Continuity Analyst 1
67122	35	Business Continuity Analyst 2

69111	27	Civil Rights Field Representative 1
69112	28	Civil Rights Field Representative 2
69113	29	Civil Rights Field Representative 3
69121	29	Civil Rights Specialist
69123	30	Civil Rights Compliance Coordinator
69131	27	EEO Technician
69132	30	EEO Officer
69150	28	Minority Business Officer
69151	28	Minority Business Coordinator
69160	28	EEO Contract Technician
69161	29	EEO Contract Officer
69162	31	EEO Contract Coordinator
69171	29	EEO Enforcement Officer
84511	27	Appraiser 1
84512	29	Appraiser 2
84513	30	Appraiser 3
84514	31	Appraisal Specialist
84521	29	Review Appraiser 1
84522	30	Review Appraiser 2
84531	26	Property Management Specialist 1
84532	28	Property Management Specialist 2
84533	29	Property Management Coordinator 1
84534	31	Property Management Coordinator 2
84541	28	Relocation Agent 1
84542	30	Relocation Agent 2
84544	31	Relocation Coordinator
84551	25	Title Agent 1
84552	27	Title Agent 2
84553	28	Title Agent 3
84561	26	Property Agent 1
84562	27	Property Agent 2
84563	28	Property Agent 3
84564	29	Property Agent Coordinator
84581	29	Utilities Relocation Technician 1
84582	30	Utilities Relocation Technician 2
84583	31	Utilities Relocation Technician 3
84591	30	Real Estate Disposition Coordinator
84711	27	Road Inventory Specialist 1
84712	28	Road Inventory Specialist 2
85671	29	GIMS Technician 1
85672	30	GIMS Technician 2
85771	30	GIMS Specialist 1
85772	32	GIMS Specialist 2
85881	32	Environmental Grant Analyst

\*Effective 7/1/2000

## APPENDIX I – CLASSIFICATION GROUPINGS

(NOTE: All classes numbered 30000 to 39999 are holding classes.)

### Classification Groupings - Bargaining Unit 3

1. 30211 Security Technician 1  
30212 Security Technician 2  
46111 Security Officer 1  
46112 Security Officer 2  
44141 Psychiatric Attendant  
44142 Psychiatric Attendant Coordinator
2. 30211 Security Technician 1  
30212 Security Technician 2  
46111 Security Officer 1  
46112 Security Officer 2  
30281 Youth Program Specialist  
46511 Juvenile Correction Officer  
46513 Juvenile Correction Specialist  
46611 Youth Leader (Blind/Deaf School)
3. 26511 Correctional Firefighter (see also Unit 7, Group 31)  
30211 Security Technician 1  
30212 Security Technician 2  
46111 Security Officer 1  
46112 Security Officer 2  
46531 Correction Officer  
46542 Correctional Farm Coordinator 1 (see also Unit 6, Group 5)  
46543 Correctional Farm Coordinator 2 (see also Unit 6, Group 5)  
53541 Correctional Dairy Processing Plant Operator (see also Unit 6, Group 5)  
31022 Correction Officer  
46532 Correction Sergeant/Counselor
4. 30211 Security Technician 1  
30212 Security Technician 2  
46111 Security Officer 1  
46112 Security Officer 2  
46131 Lottery Game Security Specialist (see also Unit 14, Group 1)  
31721 Security Specialist (see also Unit 14, Group 1)  
46111 Security Officer 1  
46112 Security Officer 2  
46131 Lottery Game Security Specialist

### Classification Groupings - Bargaining Unit 4

1. 17321 Social Service Aide  
17331 Personal Services Worker  
44731 Community Adjustment Trainer 1  
44732 Community Adjustment Trainer 2  
30881 Mental Health Technician 1  
30882 Mental Health Technician 2
2. 18111 Children's Teacher Aide 1  
18112 Children's Teacher Aide 2

- 18113 Children's Teacher Aide 3
- 18121 Adult Teacher Aide 1
- 18122 Adult Teacher Aide 2
- 18123 Adult Teacher Aide 3
- 18131 Vocational Instructor 1
- 18132 Vocational Instructor 2
- 3. 30271 Pharmacy Administrative Assistant
- 30291 MH/MR Program Coordinator (see also Unit 14, Group 13)
- 42741 Pharmacy Attendant
- 44111 Hospital Aide
- 44112 Therapeutic Program Worker
- 44113 Hospital Aide Coordinator 1
- 44114 Hospital Aide Coordinator 2
- 44161 Licensed Practical Nurse
- 44731 Community Adjustment Trainer 1
- 44732 Community Adjustment Trainer 2
- 30881 Mental Health Technician 1
- 30882 Mental Health Technician 2
- 4. 18141 Rehabilitation Aide
- 18531 Recreation Aide
- 44210 Activities Aide
- 44211 General Activities Therapist 1
- 44212 General Activities Therapist 2
- 44213 Activity Therapist Specialist 1
- 44214 Activity Therapist Specialist 2
- 30982 Activity Therapist Specialist 2
- 31072 General Activities Therapist 2
- 5. 65311 Emergency Medical Technician - Ambulance
- 65312 Advanced Emergency Medical Technician - Ambulance
- 65313 Paramedic
- 83250 Medical Laboratory Technician (see also Unit 7, Group 47)
- 86121 Phlebotomist
- 6. 44111 Hospital Aide\*
- 86311 Dental Technician
- 86313 Dental Assistant
- 7. 44111 Hospital Aide\*
- 86321 X-Ray Technician
- 86322 X-Ray Technologist
- 8. 86331 EEG/EKG Technician
- 9. 42711 Cosmetologist
- 42731 Barber
- 44111 Hospital Aide\*
- 10. 46621 Child Care Worker
- 11. 44260 Therapy Aide
- 44261 Licensed Physical Therapy Assistant
- 44310 Occupational Therapy Assistant

44510 Exercise Physiologist Assistant

\*Only those Dental Techs, EEG Techs, Cosmetologists or Barbers who have previously held a Hospital Aide position can bump back to a Hospital Aide.

**Classification Groupings - Bargaining Unit 5**

1. 42111 Custodial Worker
- 30021 Custodial Work Coordinator
- 30181 Custodial Worker
2. 42321 Meatcutter
- 42331 Baker
- 42341 Food Service Worker
- 42351 Cook 1
- 42352 Cook 2
- 42411 Food Service Coordinator 1
- 42412 Food Service Coordinator 2
- 42441 Food Consultant
- 42451 Correctional Food Service Coordinator 1
- 42452 Correctional Food Service Coordinator 2
- 31841 Food Service Worker
- 30361 Cook 1
- 30362 Cook 2
- 30541 Dietitian Assistant
3. 42511 Fabric Worker 1 (see also Unit 6, Group 11)
- 42512 Fabric Worker 2 (see also Unit 6, Group 11)
- 42521 Laundry Worker
- 30031 Laundry Work Coordinator
- 30061 Correctional Laundry Coordinator
- 42541 Correctional Laundry Coordinator 1
- 42542 Correctional Laundry Coordinator 2
- 30071 Laundry Worker
4. 14211 Commissary Worker (see also Unit 9, Group 3)
- 14212 Commissary Worker (see also Unit 9, Group 3)
- 16111 Cashier (see also Unit 9, Group 3)

**Classification Groupings - Bargaining Unit 6**

1. 22131 YCC Work Project Coordinator
- 22151 CCC Dormitory Advisor
- 22171 CCC Project Crew Leader
2. 22320 Forest Inspector
- 22511 Parks Conservation Aide
- 22221 Fish Management Technician (see also Unit 13, Group 3)
- 22231 Fish/Gamebird Hatchery Technician (see also Unit 13, Group 3)
- 22241 Net Constructor (see also Unit 13, Group 3)
- 22242 Net Construction Specialist (see also Unit 13, Group 3)
- 22280 Wildlife Research Technician (see also Unit 13 Group 2)
- 31161 Wildlife Technician (see also Unit 13, Group 2)
- 22513 Parks Conservation Coordinator
- 22560 Campground Attendant

- 22565 Campground Coordinator 1
- 22566 Campground Coordinator 2
- 22831 Conservation Worker
- 22832 Conservation Aide
- 22833 Conservation Crew Leader
- 53621 Golf Course Worker 1
- 53622 Golf Course Worker 2
- 53811 Laborer
- 53813 Laborer Crew Leader
- 33261 Parks Conservation Crew Leader
- 3. 53611 Groundskeeper 1
- 53612 Groundskeeper 2
- 53613 Groundskeeper 3
- 53631 Roadside Park Caretaker 1
- 53632 Roadside Park Caretaker 2
- 53633 Roadside Park Caretaker 3
- 4. 46551 Penal Workshop Specialist
- 46552 Penal Workshop Quality Control Specialist
- 31541 Penal Workshop Quality Control Specialist
- 5. 46541 Correctional Farm Laborer
- 46542 Correctional Farm Coordinator 1 (see also Unit 3, Group 3)
- 46543 Correctional Farm Coordinator 2 (see also Unit 3, Group 3)
- 53521 Dairy Worker 1
- 53522 Dairy Worker 2
- 53531 Farm Coordinator
- 53541 Correctional Dairy Processing Plant Operator (see also Unit 3, Group 3)
- 30745 Correction Farm Supervisor 2
- 31631 Farm Specialist
- 6. 52111 Auto Body Repair Worker 1
- 52112 Auto Body Repair Worker 2
- 52121 Auto Tire Repair Worker
- 52130 Auto Service Worker
- 52131 Auto Mechanic 1
- 52132 Auto Mechanic 2
- 52133 Auto Mechanic 3
- 52134 Auto Mechanic 4
- 52141 Motor Fleet Coordinator
- 30460 Assistant Auto Mechanic
- 30522 Body Repair Worker 2
- 30461 Auto Mechanic 1
- 30462 Auto Mechanic 2
- 30463 Auto Mechanic 3
- 30681 Equipment Maintenance Coordinator
- 7. 52211 Mason
- 52221 Plasterer
- 52240 Assistant Carpenter

- 52241 Carpenter 1
- 52242 Carpenter 2
- 33251 Painter 1
- 33252 Painter 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
- 30702 Machinist 2
- 52312 Machinist 2
- 52321 Welder 1
- 52322 Welder 2
- 52861 Locksmith
- 53111 Maintenance Repair Worker 1
- 53112 Maintenance Repair Worker 2
- 53113 Maintenance Repair Worker 3
- 53121 Maintenance Inspector
- 53151 Assistant Statue/Decorative Artwork Restorer
- 30492 Maintenance Repair Worker 2
- 30493 Maintenance Repair Worker 3
- 30591 Carpenter 1
- 30632 Welder 2
- 30672 Electrician 2
- 30712 Plumber 2
- 30732 Sheet Metal Worker 2
- 30642 Air Quality Technician 2
- 8. 52231 Steam Fitter 1
- 52232 Steam Fitter 2
- 52260 Assistant Plumber
- 52261 Plumber 1
- 52262 Plumber 2
- 9. 54511 Boiler Maintenance Worker
- 54513 Boiler Repair Worker
- 54531 Stationary Engineer 1
- 54532 Stationary Engineer 2
- 54541 Boiler Operator 1
- 54542 Boiler Operator 2

- 30752 Stationary Engineer 2
- 10. 54610 Treatment Plant Aide
- 54611 Treatment Plant Operator in Training
- 54612 Treatment Plant Operator
- 54613 Treatment Plant Coordinator 1
- 54614 Treatment Plant Coordinator 2
- 30081 Treatment Plant Operations Coordinator
- 11. 42511 Fabric Worker 1 (see also Unit 5, Group 3)
- 42512 Fabric Worker 2 (see also Unit 5, Group 3)
- 52831 Upholsterer
- 52851 Tailor
- 30572 Tailor 2
- 12. 53211 Highway Maintenance Worker 1
- 52821 Exploratory Drill Operator 1
- 52822 Exploratory Drill Operator 2
- 53212 Highway Maintenance Worker 2
- 53213 Highway Maintenance Worker 3
- 53214 Highway Maintenance Worker 4
- 53231 Bridge Worker 1
- 53232 Bridge Worker 2
- 53241 Routemarker 1
- 53242 Routemarker 2
- 53261 Foundation Mechanic
- 53263 Foundation Mechanic Coordinator
- 53411 Sign Worker
- 53631 Roadside Park Caretaker 1
- 53632 Roadside Park Caretaker 2
- 53633 Roadside Park Caretaker 3
- 54411 Equipment Operator 1 (see also Unit 6, Group 13)
- 54412 Equipment Operator 2 (see also Unit 6, Group 13)
- 54413 Equipment Operator 3 (see also Unit 6, Group 13)
- 54414 Equipment Operator 4 (see also Unit 6, Group 13)
- 30481 Equipment Operator 1
- 30483 Equipment Operator 3
- 13. 54421 Dredge Operator 1
- 54422 Dredge Operator 2
- 54411 Equipment Operator 1 (see also Unit 6, Group 12)
- 54412 Equipment Operator 2 (see also Unit 6, Group 12)
- 54413 Equipment Operator 3 (see also Unit 6, Group 12)
- 54414 Equipment Operator 4 (see also Unit 6, Group 12)
- 30481 Equipment Operator 1
- 14. 53320 Signal Electrician Assistant
- 53321 Lineworker
- 53322 Signal Electrician 1
- 53323 Signal Electrician 2
- 15. 53821 Delivery Worker

- 53841 Parking Facilities Attendant
- 53851 Lottery Delivery Worker
- 54431 Bookmobile Operator (see also Unit 9, Group 14)
- 54441 Vehicle Operator 1
- 54442 Vehicle Operator 2
- 54451 Ambulance Operator
- 30471 Delivery Worker 1
- 30472 Delivery Worker 2
- 30582 Vehicle Operator 2
- 16. 54211 Aircraft Attendant
- 54221 Aircraft Mechanic
- 54223 Aircraft Maintenance Coordinator
- 30762 Aircraft Mechanic 2
- 17. 54461 Research Vessel Operator
- 18. 22551 Lock Area Technician
- 53230 Bridge and Lock Tender
- 19. 52341 Laboratory Machinist
- 52351 Adaptive Equipment Technician
- 53811 Laborer
- 53813 Laborer Crew Leader
- 53831 Mover 1
- 53832 Mover 2

**Classification Groupings - Bargaining Unit 7**

- 1. 21111 Livestock Inspector
- 21121 Grain Warehouse Examiner
- 21122 Grain Warehouse Examiner Specialist
- 21131 Feed Fertilizer Inspector
- 21141 Apiary Specialist
- 21151 Seed Inspector
- 21153 Seed Analyst
- 21261 Grain Warehouse Financial Analyst
- 2. 21161 Plant Pest Control Specialist
- 21171 Pesticide Control Specialist
- 3. 21211 Egg Products Inspector
- 21212 Poultry Products Inspector
- 21221 Fruit and Vegetable Inspector
- 31661 Fruit and Vegetable Inspector
- 4. 21231 Meat Inspector
- 21233 Meat Inspection Specialist
- 21241 Food Inspector
- 21243 Food Inspection Coordinator
- 5. 21581 Amusement Ride and Game Inspector 1
- 21582 Amusement Ride and Game Inspector 2
- 6. 21251 Weights and Measures Inspector 1
- 21252 Weights and Measures Inspector 2
- 21253 Weights and Measures Technologist

- 7. 21511 Cosmetology Inspector
- 21512 Cosmetology Examiner
- 21521 Barber Inspector
- 8. 21531 Nursing Board Enforcement Agent
- 21541 Medical Board Enforcement Investigator
- 21561 Pharmacy Board Compliance Agent
- 9. 23111 Public Utilities Transportation Investigator 1
- 23112 Public Utilities Transportation Investigator 2
- 22361 Hazardous Materials Investigation Specialist (see also Unit 7, Group 31)
- 10. 23121 Public Utilities Transportation Examiner
- 11. 23131 Public Utilities Water and Sewer Compliance Investigator
- 23171 Public Utilities Telephone Compliance Investigator
- 23181 Public Utilities Gas Pipeline Safety Compliance Investigator
- 23191 Public Utilities Electric Compliance Investigator
- 26251 Public Utilities Consumer Service Investigator (Unit 7, Group 29)
- 12. 23311 Railroad Inspector 1
- 23312 Railroad Inspector 2
- 23313 Railroad Inspector 3
- 13. 24151 High Pressure Piping Inspector
- 14. 24120 Interim Boiler Inspector
- 24121 Boiler Inspector
- 24123 Nuclear Boiler Inspector
- 15. 24130 Interim Electrical Inspector
- 24131 Electrical Inspector
- 16. 24141 Elevator Inspector
- 17. 24161 Plumbing Inspector 1
- 24162 Plumbing Inspector 2
- 18. 24311 Stationary Load Limit Inspector
- 24312 Portable Load Limit Inspector
- 24321 Motor Vehicle Enforcement Investigator (see also Unit 14, Group 18)
- 24351 Motor Vehicle Inspector
- 24361 Motor Vehicle Dealer Investigator (see also Unit 14, Group 18)
- 19. 24331 Driver's License Examiner 1
- 24332 Driver's License Examiner 2
- 20. 24391 Industrial Inspector
- 24411 Industrial Safety Inspector
- 31793 Industrial Safety Specialist
- 21. 24421 Breath Alcohol Testing Inspector
- 24431 Safety and Health Inspector 1
- 24432 Safety and Health Inspector 2
- 24433 Safety and Health Compliance Inspector
- 24441 Safety and Health Coordinator
- 24442 Safety and Health Consultant
- 24471 Industrial Safety Hygienist 1 (see also Unit 7, Group 22)
- 24472 Industrial Safety Hygienist 2 (see also Unit 7, Group 22)
- 24473 Industrial Safety Hygienist 3 (see also Unit 7, Group 22)

- 24474 Industrial Safety Hygienist 4 (see also Unit 7, Group 22)
- 24481 Industrial Safety Consultant 1 (see also Unit 7, Group 22)
- 24482 Industrial Safety Consultant 2 (see also Unit 7, Group 22)
- 24483 Industrial Safety Consultant 3 (see also Unit 7, Group 22)
- 24484 Industrial Safety Consultant Specialist (see also Unit 7, Group 22)
- 24511 Ergonomist 1 (see also Unit 7, Group 22)
- 24512 Ergonomist 2 (see also Unit 7, Group 22)
- 24513 Ergonomist 3 (see also Unit 7, Group 22)
- 31342 Safety and Health Inspector 2
- 31571 Safety and Health Compliance Officer
- 31793 Industrial Safety Specialist
- 22. 24471 Industrial Safety Hygienist 1 (see also Unit 7, Group 21)
- 24472 Industrial Safety Hygienist 2 (see also Unit 7, Group 21)
- 24473 Industrial Safety Hygienist 3 (see also Unit 7, Group 21)
- 24474 Industrial Safety Hygienist 4 (see also Unit 7, Group 21)
- 24481 Industrial Safety Consultant 1 (see also Unit 7, Group 21)
- 24482 Industrial Safety Consultant 2 (see also Unit 7, Group 21)
- 24483 Industrial Safety Consultant 3 (see also Unit 7, Group 21)
- 24484 Industrial Safety Specialist (see also Unit 7, Group 21)
- 24511 Ergonomist 1 (see also Unit 7, Group 21)
- 24512 Ergonomist 2 (see also Unit 7, Group 21)
- 24513 Ergonomist 3 (see also Unit 7, Group 21)
- 31783 Industrial Safety Hygienist 3
- 31784 Industrial Safety Hygienist 4
- 23. 24710 Mine Rescue Operations Coordinator
- 24711 Mine Safety Inspector 1
- 24712 Mine Safety Inspector 2
- 24. 24721 Oil and Gas Well Inspector
- 25. 24741 Reclamation Inspector Trainee
- 24742 Reclamation Inspector
- 26. 24911 Racing Inspector
- 27. 24921 Embalmer and Funeral Facility Inspector
- 28. 24941 Aviation Specialist 1
- 24942 Aviation Specialist 2
- 29. 26121 Criminal Investigator 1
- 26122 Criminal Investigator 2
- 26181 Institutional Identification Officer
- 26210 Investigator Assistant
- 26211 Investigator
- 26241 Consumers' Counsel Utility Investigator
- 26251 Public Utilities Customer Service Investigator
- 31494 Investigator
- 66751 Safety Responsibility Evaluator 1 (see also Unit 9 Group 14)
- 30. 26221 Insurance Investigator 1
- 26222 Insurance Investigator 2
- 66771 Insurance Licensing Examiner

- 31. 23161 Hazardous Materials Investigation Specialist (see also Unit 7, Group 9)
- 26511 Correctional Fire Fighter (see also Unit 3, Group 3)
- 26521 Fire Safety Inspector
- 26531 Arson Investigator
- 26541 Fire Safety Educator 1 (see also Unit 14, Group 18)
- 26542 Fire Safety Educator 2 (see also Unit 14, Group 18)
- 30041 Fire Safety Specialist
- 26560 Fire Training Equipment Technician
- 26561 Fire Training Officer 1 (see also Unit 14, Group 18)
- 26562 Fire Training Officer 2 (see also Unit 14, Group 18)
- 26571 Hazardous Materials Technician
- 26573 Hazardous Materials Coordinator
- 64921 Hazardous Materials Specialist (see also Unit 13, Group 15)
- 32. 52421 Radio Technician 1
- 52422 Radio Technician 2
- 52423 Radio Technician Specialist
- 33. 52611 Broadcasting Technician 1
- 52612 Broadcasting Technician 2
- 52621 Broadcast/Net ITV Coordinator
- 52642 Audio/Visual Production Specialist (see also Unit 13, Group 17)
- 34. 52631 Audio/Visual Repair Worker
- 52641 Audio/Visual Specialist
- 35. 52711 Bindery Operator
- 52721 Typesetting Technician
- 30562 Printing Machine Operator 2
- 52731 Printing Machine Operator
- 52741 State Printing Officer
- 52751 Correctional Printing Machine Coordinator
- 52760 Printing Coordinator (see also Unit 9, Group 12)
- 36. 54571 Steam Engineer Examiner
- 37. 69481 Social Services Licensing Specialist
- 69471 Case Control Reviewer
- 38. 82111 Graphic Artist
- 82121 Layout Design Artist
- 39. 82210 Photographer
- 31291 Photographic Specialist
- 40. 82220 Photo Laboratory Assistant
- 82221 Photograph Developer
- 30791 Photo Laboratory Technician 1
- 41. 82311 Cartographer (see also Unit 7, Group 42)
- 84111 Drafting Technician 1
- 84112 Drafting Technician 2
- 84113 Drafting Coordinator
- 85821 Design Specialist 1 (see also Unit 7, Group 43, 44 and Unit 13, Group 22)
- 85822 Design Specialist 2 (see also Unit 7, Group 43, 44 and Unit 13, Group 22)
- 85823 Design Specialist 3 (see also Unit 7, Group 43, 44 and Unit 13, Group 22)

- 85824 Design Specialist 4 (see also Unit 7, Group 43, 44 and Unit 13, Group 22)
- 85831 Construction Project Specialist 1 (see also Unit 7, Group 43, 44 and Unit 13, Group 22)
- 85833 Construction Project Specialist 2 (see also Unit 7, Group 43, 44 and Unit 13, Group 22)
- 85834 Construction Project Specialist 3 (see also Unit 7, Group 43, 44 and Unit 13, Group 22)
- 85835 Construction Project Specialist 4 (see also Unit 7, Group 43, 44 and Unit 13, Group 22)
- 85841 Testing Specialist (see also Unit 7, Group 43, 44 and Unit 13, Group 22)
- 85851 Bridge Specialist (see also Unit 7, Group 43, 44 and Unit 13, Group 22)
- 85871 Transportation Technician (see also Unit 7, Groups 43 & 44; Unit 13, Group 22)
- 85873 Transportation Technician 1 (see also Unit 7, Groups 43 & 44; Unit 13, Group 22)
- 85874 Transportation Technician 2 (see also Unit 7, Groups 43 & 44; Unit 13, Group 22)
- 85875 Transportation Technician 3 (see also Unit 7, Groups 43 & 44; Unit 13, Group 22)
- 42. 82311 Cartographer (see also Unit 7, Group 41)
- 82320 Photogrammetry Technician 1
- 82321 Photogrammetry Technician 2
- 82322 Photogrammetrist 1 (see also Unit 13, Group 18)
- 82323 Photogrammetrist 2 (see also Unit 13, Group 18)
- 82324 Photogrammetrist 3 (see also Unit 13, Group 18)
- 43. 84211 Survey Technician 1
- 84212 Survey Technician 2
- 84213 Survey Technician 3
- 84330 Centrifuge Operator
- 85560 Surveyor Trainee (see also Unit 13, Group 7)
- 85821 Design Specialist 1 (see also Unit 7, Group 41, 44 and Unit 13, Group 22)
- 85822 Design Specialist 2 (see also Unit 7, Group 41, 44 and Unit 13, Group 22)
- 85823 Design Specialist 3 (see also Unit 7, Group 41, 44 and Unit 13, Group 22)
- 85824 Design Specialist 4 (see also Unit 7, Group 41, 44 and Unit 13, Group 22)
- 85831 Construction Project Specialist 1 (see also Unit 7, Group 41, 44 and Unit 13, Group 22)
- 85833 Construction Project Specialist 2 (see also Unit 7, Group 41, 44 and Unit 13, Group 22)
- 85834 Construction Project Specialist 3 (see also Unit 7, Group 41, 44 and Unit 13, Group 22)
- 85835 Construction Project Specialist 4 (see also Unit 7, Group 41, 44 and Unit 13, Group 22)
- 85841 Testing Specialist (see also Unit 7, Group 41, 44 and Unit 13, Group 22)
- 85851 Bridge Specialist (see also Unit 7, Group 41, 44 and Unit 13, Group 22)
- 58571 Transportation Technician (see also Unit 7, Groups 41 & 44; Unit 13, Group 22)
- 58573 Transportation Technician 1 (see also Unit 7, Groups 41 & 44; Unit 13, Group 22)
- 85874 Transportation Technician 2 (see also Unit 7, Groups 41 & 44; Unit 13, Group 22)
- 85875 Transportation Technician 3 (see also Unit 7, Groups 41 & 44; Unit 13, Group 22)
- 30943 Survey Technician 3
- 44. 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
- 30131 Project Inspection Coordinator
- 85821 Design Specialist 1 (see also Unit 7, Group 41, 43 and Unit 13, Group 22)

- 85822 Design Specialist 2 (see also Unit 7, Group 41, 43 and Unit 13, Group 22)
- 85823 Design Specialist 3 (see also Unit 7, Group 41, 43 and Unit 13, Group 22)
- 85824 Design Specialist 4 (see also Unit 7, Group 41, 43 and Unit 13, Group 22)
- 85831 Construction Project Specialist 1 (see also Unit 7, Group 41, 43 and Unit 13, Group 22)
- 85833 Construction Project Specialist 2 (see also Unit 7, Group 41, 43 and Unit 13, Group 22)
- 85834 Construction Project Specialist 3 (see also Unit 7, Group 41, 43 and Unit 13, Group 22)
- 85835 Construction Project Specialist 4 (see also Unit 7, Group 41, 43 and Unit 13, Group 22)
- 85841 Testing Specialist (see also Unit 7, Group 41, 43 and Unit 13, Group 22)
- 85851 Bridge Specialist (see also Unit 7, Group 41, 43 and Unit 13, Group 22)
- 85871 Transportation Technician (see also Unit 7, Groups 41 & 43; Unit 13, Group 22)
- 85873 Transportation Technician 1 (see also Unit 7, Groups 41 & 43; Unit 13, Group 22)
- 85874 Transportation Technician 2 (see also Unit 7, Groups 41 & 43; Unit 13, Group 22)
- 85875 Transportation Technician 3 (see also Unit 7, Groups 41 & 43; Unit 13, Group 22)
- 31563 Project Inspector 3
- 45. 84411 Electronic Technician 1
- 84412 Electronic Technician 2
- 31061 Electronic Technician 1
- 31062 Electronic Technician 2
- 46. 84611 Environmental Technician
- 84651 Automobile Emissions Inspector
- 85860 Environmental Specialist Intern (See also Unit 13, Group 15)
- 85861 Environmental Specialist 1 (See also Unit 13, Group 15)
- 85862 Environmental Specialist 2 (See also Unit 13, Group 15)
- 31622 Environmental Scientist 2 (See also Unit 13, Group 15)
- 31462 Environmental Technician 2
- 47. 24461 Radiation Safety Officer 1
- 24462 Radiation Safety Officer 2
- 84421 Radiological Instrument Technician 1
- 84422 Radiological Instrument Technician 2
- 84631 Radiological Analyst 1
- 84632 Radiological Analyst 2
- 84641 Health Physicist 1
- 84642 Health Physicist 2 (see also Unit 13, Group 21)
- 84643 Health Physicist 3 (see also Unit 13, Group 21)
- 48. 83250 Medical Laboratory Technician (see also Unit 4, Group 5)
- 86110 Laboratory Assistant
- 86111 Laboratory Technician 1
- 86112 Laboratory Technician 2
- 86113 Laboratory Technologist
- 30782 Laboratory Technician 2
- 49. 83820 Geology Technician
- 83811 Soils Resource Specialist (see also Unit 13, Group 13)
- 33271 Soils Resource Specialist (see also Unit 13, Group 13)
- 50. 24111 Building Inspector

**Classification Groupings - Bargaining Unit 9**

- 1. 12111 Clerk 1

- 12112 Clerk 2
- 12113 Clerk 3
- 12121 Statistics Clerk
- 12131 Telephone Operator 1
- 12132 Telephone Operator 2
- 12441 State Records Technician 1 (see also Unit 14, Group 16)
- 12442 State Records Technician 2 (see also Unit 14, Group 16)
- 12511 Office Assistant 1
- 12512 Office Assistant 2
- 12513 Office Assistant 3
- 12551 Secretary
- 12611 Word Processing Specialist 1
- 12612 Word Processing Specialist 2
- 12711 Hearings Bailiff
- 12731 Mail Clerk/Messenger
- 30802 Stenographer 2
- 16521 Payroll Processing Specialist 1
- 16522 Payroll Processing Specialist 2
- 16531 Payroll Deductions Specialist 1 (see also Unit 9, Group 4; Unit 14, Group 3)
- 16532 Payroll Deductions Specialist 2 (see also Unit 9, Group 4; Unit 14, Group 3)
- 63141 Forms Control Specialist
- 63821 Hearing Assistant (see also Unit 14, Group 13)
- 64371 Travel Counselor 1 (see also Unit 9, Group 14)
- 64372 Travel Counselor 2 (see also Unit 9, Group 14)
- 64620 Personnel Aide (see also Unit 9, Group 14)
- 64641 Test Monitor
- 66931 Nosologist
- 30001 Clerical Technician
- 30391 Telephone Operator 1
- 30113 Clerical Specialist
- 30453 Technical Typist
- 30901 Secretary 1
- 30902 Secretary 2
- 30931 Statistics Clerk
- 30961 Word Processing Specialist 1
- 30962 Word Processing Specialist 2
- 31171 Administrative Secretary 1
- 2. 12431 Salvage Machine Operator (see also Unit 9, Group 12)
- 14711 Stores Clerk
- 14721 Mechanical Stores Clerk
- 14731 Chemical Stores Clerk
- 14741 Storekeeper 1
- 14742 Storekeeper 2
- 64520 Purchasing Assistant
- 64551 Inventory Control Specialist 1
- 30811 Storekeeper 1

- 30812 Storekeeper 2
- 3. 14211 Commissary Worker (see also Unit 5, Group 4)
- 16111 Cashier (see also Unit 5, Group 4)
- 4. 16511 Account Clerk 1
- 16512 Account Clerk 2
- 16513 Account Clerk 3
- 16521 Payroll Processing Specialist 1
- 16522 Payroll Processing Specialist 2
- 16531 Payroll Deductions Specialist 1 (see also Unit 9, Group 1; Unit 14, Group 3)
- 16532 Payroll Deductions Specialist 2 (see also Unit 9, Group 1; Unit 14, Group 3)
- 30011 Account Clerk Specialist
- 30822 Account Clerk 2
- 30823 Account Clerk 3
- 5. 12311 Data Storage Technician 1
- 12312 Data Storage Technician 2
- 12321 Data Processor 1
- 12322 Data Processor 2
- 12323 Data Processor 3
- 12331 Data Entry Operator 1
- 12332 Data Entry Operator 2
- 12333 Data Entry Operator 3
- 12341 Data Librarian 1
- 12342 Data Librarian 2
- 12343 Data Librarian 3
- 12351 Data Control Technician 1
- 12352 Data Control Technician 2
- 12353 Data Control Technician 3
- 12361 Data Technician 1
- 12362 Data Technician 2
- 12370 Computer Operator 1
- 12371 Computer Operator 2
- 12372 Computer Operator 3
- 12373 Computer Operator 4
- 12374 Computer Operations Analyst
- 12821 Data Systems Scheduler 1
- 12822 Data Systems Scheduler 2
- 12823 Data Systems Scheduler 3
- 30403 Data Entry Operator 3
- 31011 Computer Operator 1
- 31012 Computer Operator 2
- 31031 Data Control Technician
- 6. 84361 Technical Writer 1
- 84362 Technical Writer 2
- 84371 Engineering Clerk
- 31352 Technical Writer 2
- 7. 84381 Traffic Technician 1

- 84382 Traffic Technician 2
- 84391 Traffic Analyst
- 8. 16711 Workers' Compensation Claims Representative 1
- 16712 Workers' Compensation Claims Representative 2
- 16713 Workers' Compensation Claims Representative 3
- 16714 Workers' Compensation Claims Representative 4
- 16715 Workers' Compensation Claims Analyst
- 16741 Unemployment Claims Examiner 1
- 16742 Unemployment Claims Examiner 2
- 16743 Unemployment Claims Examiner 3
- 16744 Unemployment Claims Examiner 4
- 16745 Unemployment Claims Specialist
- 16791 Claims Examiner 1
- 16792 Claims Examiner 2
- 16793 Claims Examiner 3
- 16794 Claims Examiner 4
- 16795 Claims Examiner Specialist
- 16841 Certification/Licensure Examiner 1
- 16842 Certification/Licensure Examiner 2
- 63351 Technical Medical Liaison (see also Unit 14, Group 23)
- 63521 Employer Services Specialist (see also Unit 14, Group 12)
- 63522 Employer Services Analyst (see also Unit 14, Group 12)
- 64210 Employment Services Interviewer
- 64211 Employment Services Representative
- 64212 Employment Services Counselor
- 64222 Employment Services Contract Specialist
- 64220 Veterans Employment Representative
- 64221 Disabled Veterans Outreach Specialist
- 64281 Customer Service Representative
- 64282 Customer Service Specialist
- 66111 Accountant/Examiner 1 (see also Unit 14, Group 12)
- 66112 Accountant/Examiner 2 (see also Unit 14, Group 12)
- 66113 Accountant/Examiner 3 (see also Unit 14, Group 12)
- 66114 Accountant/Examiner 4 (see also Unit 14, Group 12)
- 66441 Unclaimed Funds Auditor 1
- 66442 Unclaimed Funds Auditor 2
- 66443 Unclaimed Funds Auditor 3
- 66444 Unclaimed Funds Auditor 4
- 66451 Consumer Finance Examiner 1 (see also Unit 14, Group 12)
- 66452 Consumer Finance Examiner 2 (see also Unit 14, Group 12)
- 66453 Consumer Finance Examiner 3 (see also Unit 14, Group 12)
- 66121 Unemployment Contributions Examiner 1
- 66122 Unemployment Contributions Examiner 2
- 66123 Unemployment Contributions Examiner 3
- 66124 Unemployment Contributions Examiner 4
- 66125 Unemployment Contributions Examiner 5

- 66131 Unemployment Compensation Compliance Auditor 1 (see also Unit 14, Group 12)
- 66132 Unemployment Compensation Compliance Auditor 2 (see also Unit 14, Group 12)
- 66191 Nursing Home and Hospital Examiner 1
- 66221 State Accountant Examiner
- 66421 Internal EDP Auditor 1 (see also Unit 14, Group 12)
- 66422 Internal EDP Auditor 2 (see also Unit 14, Group 12)
- 66431 Workers' Compensation External Auditor
- 66432 Workers' Compensation External Auditor Analyst
- 30971 Accountant 1 (see also Unit 14, Group 12)
- 30972 Accountant 2 (see also Unit 14, Group 12)
- 30973 Accountant 3 (see also Unit 14, Group 12)
- 30862 Examiner 2
- 30863 Examiner 3
- 30865 Examiner 5
- 31193 Claims Examiner 3
- 31194 Claims Examiner 4
- 9. 64223 Employment Services Manpower Representative
- 64224 Employment Services Coordinator
- 64241 OBES Program Monitor
- 10. 16771 Disability Insurance Claims Examiner
- 16773 Disability Insurance Claims Specialist
- 11. 30342 Accounting Machine Operator 2
- 12. 12421 Reproduction Equipment Operator 1
- 12422 Reproduction Equipment Operator 2
- 12431 Salvage Machine Operator (see also Unit 9, Group 2)
- 52760 Printing Coordinator (see also Unit 7, Group 35)
- 30202 Office Machine Operator 2
- 31551 Printing Coordinator 1
- 13. 52431 Radio Operator
- 52441 Radio Dispatcher
- 30501 Radio Dispatcher
- 14. 17211 Supplemental Income Claims Processor
- 17221 Health Financial Resource Specialist 1
- 17222 Health Financial Resource Specialist 2
- 18311 Library Assistant 1
- 18312 Library Assistant 2
- 18313 Library Associate
- 52411 Telecommunications Technician 1
- 52412 Telecommunications Technician 2
- 52413 Telecommunications Technician Coordinator
- 52481 Telecommunications Network Operator 1 (see also Unit 14, Group 3)
- 52482 Telecommunications Network Operator 2 (see also Unit 14, Group 3)
- 52483 Telecommunications Network Operator 3 (see also Unit 14, Group 3)
- 52490 Telecommunications Service Request Coordinator (see also Unit 14, Group 3)
- 52491 Telecommunications Analyst 1 (See also Unit 14, Group 3)
- 52492 Telecommunications Analyst 2 (see also Unit 14, Group 3)

- 54431 Bookmobile Operator (see also Unit 6, Group 15)
- 64341 Tour Guide
- 64343 Tour Coordinator
- 64371 Travel Counselor 1 (see also Unit 9, Group 1)
- 64372 Travel Counselor 2 (see also Unit 9, Group 1)
- 64431 Public Inquiries Assistant 1
- 64432 Public Inquiries Assistant 2
- 64620 Personnel Aide (see also Unit 9, Group 1)
- 64681 Employee Benefits Coordinator 1
- 64682 Employee Benefits Coordinator 2
- 66561 Student Loan Specialist 1
- 66562 Student Loan Specialist 2
- 66563 Student Loan Specialist 3
- 66751 Safety Responsibility Evaluator 1 (see also Unit 7, Group 29)
- 66752 Safety Responsibility Evaluator 2
- 66761 Traffic Safety Specialist (see also Unit 14, Group 21)
- 84571 Permit Technician 1
- 84572 Permit Technician 2
- 31091 Permit Technician 1
- 31253 Income Maintenance Worker 3
- 31452 Employee Benefits Coordinator 2
- 15. 12431 Salvage Machine Operator (see also Unit 9, Group 12)

**Classification Groupings - Bargaining Unit 13**

- 1. 22212 Wildlife Area Technician
- 22213 Wildlife Area Coordinator
- 22851 Wildlife Management Associate
- 31371 Wildlife Area Coordinator
- 2. 21181 Plant Pathologist
- 22280 Wildlife Research Technician (see also Unit 6, Group 2)
- 22281 Wildlife Biologist 1
- 22282 Wildlife Biologist 2
- 22271 Aquatic Biologist 1
- 22272 Aquatic Biologist 2
- 31161 Wildlife Technician (see also Unit 6, Group 2)
- 83271 Biologist
- 3. 22221 Fish Management Technician (see also Unit 6, Group 2)
- 22222 Fish Management Unit Leader
- 22231 Fish/Gamebird Hatchery Technician (see also Unit 6, Group 2)
- 22232 Fish/Gamebird Hatchery Coordinator
- 22241 Net Constructor (see also Unit 6, Group 2)
- 22242 Net Construction Specialist (see also Unit 6, Group 2)
- 4. 22321 Forester
- 22322 Forester Analyst
- 22323 Staff Forester
- 22330 Assistant Forest Manager
- 22351 Nursery Coordinator

- 22540 Naturalist Aide
- 22541 Naturalist
- 5. 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
- 85640 Transportation Engineer Intern (see also Unit 13, Group 15)
- 85641 Transportation Engineer 1 (see also Unit 13, Group 15)
- 85642 Transportation Engineer 2 (see also Unit 13, Group 15)
- 85651 Traffic Engineer 1
- 7. 85560 Surveyor Trainee (see also Unit 7, Group 43)
- 85561 Surveyor
- 8. 65730 Sanitarian 1
- 65731 Sanitarian 2
- 65732 Sanitarian 3
- 65733 Sanitarian 4
- 65734 Sanitarian Program Specialist
- 9. 65911 Veterinarian Specialist
- 10. 66361 Energy Specialist
- 66951 Utility Specialist 1
- 66952 Utility Specialist 2
- 66953 Utility Specialist 3
- 11. 83211 Microbiologist 1
- 83212 Microbiologist 2
- 83213 Microbiologist Coordinator
- 12. 66951 Utility Specialist 1
- 66952 Utility Specialist 2
- 66953 Utility Specialist 3
- 83221 Chemist 1
- 83222 Chemist 2
- 83223 Chemist 3
- 83224 Chemical Laboratory Coordinator
- 83251 Medical Laboratory Technologist 1
- 83252 Medical Laboratory Technologist 2
- 31681 Medical Laboratory Technologist 1

- 31682 Medical Laboratory Technologist 2
- 65921 Veterinary Toxicologist
- 65931 Veterinary Pathologist
- 65951 Histotechnologist
- 86141 Criminalist
- 86151 Liquor Control Chemist
- 31622 Environmental Scientist 2
- 13. 83811 Soils Resource Specialist (see also Unit 7, Group 49)
- 33271 Soils Resource Specialist (see also Unit 7, Group 49)
- 83821 Geologist 1
- 83822 Geologist 2
- 83823 Geologist 3
- 83824 Geologist 4
- 14. 85110 Architect Associate
- 85111 Architect
- 85211 Plans Examiner
- 15. 64921 Hazardous Material Specialist (see also Unit 7, Group 31)
- 85640 Transportation Engineer Intern (see also Unit 13, Group 6)
- 85641 Transportation Engineer Intern 1 (see also Unit 13, Group 6)
- 85642 Transportation Engineer Intern 2 (see also Unit 13, Group 6)
- 85710 Environmental Engineer Intern
- 85711 Environmental Engineer 1
- 85712 Environmental Engineer 2
- 85721 Air Quality Engineer 1
- 85731 Water Quality Engineer 1
- 85860 Environmental Specialist Intern (See also Unit 7, Group 46)
- 85861 Environmental Specialist 1 (see also Unit 7, Group 46)
- 85862 Environmental Specialist 2 (See also Unit 7, Group 46)
- 31622 Environmental Specialist 2 (See also Unit 7, Group 46)
- 16. 83831 Horticulturist 1
- 83832 Horticulturist 2
- 85910 Landscape Architect Aide
- 85911 Landscape Architect 1
- 85912 Landscape Architect 2
- 17. 52642 Audio/Visual Production Specialist (see also Unit 7, Group 33)
- 18. 82322 Photogrammetrist 1 (see also Unit 7, Group 42)
- 82323 Photogrammetrist 2 (see also Unit 7, Group 42)
- 82324 Photogrammetrist 3 (see also Unit 7, Group 42)
- 19. 63281 Facilities Planner (see also Unit 14, Group 21)
- 20. 85311 Planner 1
- 85312 Planner 2
- 31712 Planner 2
- 31713 Planner 3
- 21. 83231 Entomologist
- 84642 Health Physicist 2 (see also Unit 7, Group 47)
- 84643 Health Physicist 3 (see also Unit 7, Group 47)

- 22. 85821 Design Specialist 1 (see also Unit 7, Group 41, 43 and 44)
- 85822 Design Specialist 2 (see also Unit 7, Group 41, 43 and 44)
- 85823 Design Specialist 3 (see also Unit 7, Group 41, 43 and 44)
- 85824 Design Specialist 4 (see also Unit 7, Group 41, 43 and 44)
- 85831 Construction Project Specialist 1 (see also Unit 7, Group 41, 43 and 44)
- 85833 Construction Project Specialist 2 (see also Unit 7, Group 41, 43 and 44)
- 85834 Construction Project Specialist 3 (see also Unit 7, Group 41, 43 and 44)
- 85835 Construction Project Specialist 4 (see also Unit 7, Group 41, 43 and 44)
- 85841 Testing Specialist (see also Unit 7, Group 41, 43 and 44)
- 85851 Bridge Specialist (see also Unit 7, Group 41, 43 and 44)
- 85871 Transportation Technician (see also Unit 7, Groups 41, 43 & 44)
- 85873 Transportation Technician 1 (see also Unit 7, Groups 41, 43 & 44)
- 85874 Transportation Technician 2 (see also Unit 7, Groups 41, 43 & 44)
- 85875 Transportation Technician 3 (see also Unit 7, Groups 41, 43 & 44)
- 23. 65761 Epidemiology Investigator 1
- 65762 Epidemiology Investigator 2
- 65763 Epidemiology Investigator 3

**Classification Groupings - Bargaining Unit 14**

- 1. 12380 Data Security Specialist
- 12381 Data Security Analyst 1 (see also Unit 14, Group 3)
- 12382 Data Security Analyst 2 (see also Unit 14, Group 3)
- 46131 Lottery Game Security Specialist (see also Unit 3, Group 4)
- 31721 Security Specialist (see also Unit 3, Group 4)
- 2. 63151 Publication Specialist 1
- 31321 Publication Specialist 1
- 63152 Publication Specialist 2
- 64411 Information Writer 1
- 64412 Information Writer 2
- 64413 Publications Editor
- 64420 Public Information Specialist
- 3. 12391 Data Systems Coordinator 1
- 12392 Data Systems Coordinator 2
- 16531 Payroll Deductions Specialist 1
- 16532 Payroll Deductions Specialist 2
- 52481 Telecommunications Network Operator 1 (see also Unit 9, Group 14)
- 52482 Telecommunications Network Operator 2 (see also Unit 9, Group 14)
- 52483 Telecommunications Network Operator 3 (see also Unit 9, Group 14)
- 52491 Telecommunications Analyst 1 (see also Unit 9, Group 14)
- 31311 Programmer/Analyst 1
- 64111 Programmer/Analyst 1
- 64112 Programmer/Analyst 2
- 64113 Programmer/Analyst 3
- 64114 Programmer/Analyst 4
- 64115 Programmer/Analyst 5
- 64121 Systems Analyst 1
- 64122 Systems Analyst 2

- 64123 Systems Analyst 3
- 64141 Programmer Specialist 1
- 64142 Programmer Specialist 2
- 64151 Data Base Analyst 1
- 64152 Data Base Analyst 2
- 64153 Data Base Analyst 3
- 64154 Data Base Analyst 4
- 64155 Data Base Analyst 5
- 64161 Computer Consultant 1
- 64162 Computer Consultant 2
- 64171 Computer Acquisition Analyst 1
- 64172 Computer Acquisition Analyst 2
- 64173 Computer Acquisition Analyst 3
- 64181 Minicomputer Operations Technician
- 64182 Minicomputer Systems Programmer
- 64191 Systems Programmer 1
- 64192 Systems Programmer 2
- 30091 Software Programmer
- 31421 Data Systems Coordinator 1
- 12381 Data Security Analyst 1 (see also Unit 14, Group 1)
- 12382 Data Security Analyst 2 (see also Unit 14, Group 1)
- 52490 Telecommunications Service Request Coordinator (see also Unit 9, Group 14)
- 52492 Telecommunications Analyst 2 (see also Unit 9, Group 14)
- 67111 Telecommunications Systems Analyst 1
- 67112 Telecommunications Systems Analyst 2
- 67113 Telecommunications Systems Analyst 3
- 67121 Business Continuity Analyst 1
- 67122 Business Continuity Analyst 2
- 31422 Data Systems Coordinator 2
- 31312 Programmer/Analyst 2
- 31315 Programmer/Analyst 5
- 31891 Systems Analyst 1
- 31881 Software Specialist 1
- 4. 64521 Purchasing Specialist
- 64522 Purchasing Agent
- 64523 Purchasing Coordinator
- 64552 Inventory Control Specialist 2
- 64571 Business Enterprise Specialist
- 64574 Business Enterprise Program Coordinator
- 64591 Purchasing Standards Analyst
- 5. 64651 Trainer
- 64652 Training Officer
- 30101 Training Specialist
- 31360 Trainer
- 31361 Training Officer 1
- 31362 Training Officer 2

- 6. 84511 Appraiser 1
- 30991 Appraiser 1
- 84512 Appraiser 2
- 84513 Appraiser 3
- 84514 Appraisal Specialist
- 84521 Review Appraiser 1
- 84522 Review Appraiser 2
- 7. 66551 Contract Evaluator/Negotiator (see also Unit 14, Group 21)
- 84531 Property Management Specialist 1
- 84532 Property Management Specialist 2
- 84533 Property Management Coordinator 1
- 84534 Property Management Coordinator 2
- 84541 Relocation Agent 1
- 84542 Relocation Agent 2
- 84544 Relocation Coordinator
- 30951 Title Agent 1
- 84551 Title Agent 1
- 84552 Title Agent 2
- 30953 Title Agent 3
- 84553 Title Agent 3
- 84561 Property Agent 1
- 84562 Property Agent 2
- 84563 Property Agent 3
- 84564 Property Agent Coordinator
- 84581 Utilities Relocation Technician 1
- 84582 Utilities Relocation Technician 2
- 84583 Utilities Relocation Technician 3
- 84591 Real Estate Disposition Coordinator
- 31101 Property Agent 1
- 31102 Property Agent 2
- 31103 Property Agent 3
- 30952 Title Agent 2
- 31823 Utilities Relocation Technician 3
- 8. 84711 Road Inventory Specialist 1
- 84712 Road Inventory Specialist 2
- 31082 Highway Development Coordinator 2
- 9. 63810 Paralegal/Legal Assistant
- 63831 Hearing Officer
- 63840 Legal Intern
- 63841 Law Clerk
- 63842 Attorney 1
- 63843 Attorney 2
- 63844 Attorney 3
- 63881 Utilities Attorney Examiner 1
- 63882 Utilities Attorney Examiner 2
- 63891 Utility Attorney

- 63921 Industrial Commission District Hearing Officer 1
- 63922 Industrial Commission District Hearing Officer 2
- 63951 UC Administrative Hearing Officer Trainee (moved to Unit 7, Group 37)
- 10. 63111 Forms Analyst 1
- 63112 Forms Analyst 2
- 63211 Management Analyst
- 66321 Economist
- 66340 Market Reporter
- 66350 Assistant Foreign Office Manager
- 66911 Statistician 1
- 66912 Statistician 2
- 66921 Researcher 1
- 66922 Researcher 2
- 66923 Researcher 3
- 66311 Development Specialist 1
- 66312 Development Specialist 2
- 66331 Labor Market Analyst 1
- 66332 Labor Market Analyst 2
- 66333 Labor Market Analyst 3
- 66371 Environmental Economist
- 30351 Management Analyst 3 (Non-exempt)
- 30352 Management Analyst 4 (Non-exempt)
- 31733 Statistician 3
- 31853 Forms Analyst 3
- 31863 Researcher 3
- 11. 69111 Civil Rights Field Representative 1
- 69112 Civil Rights Field Representative 2
- 69113 Civil Rights Field Representative 3
- 69121 Civil Rights Specialist
- 69123 Civil Rights Compliance Coordinator
- 69131 EEO Technician
- 69132 EEO Officer
- 69150 Minority Business Officer
- 69151 Minority Business Coordinator
- 69160 EEO Contract Technician
- 69161 EEO Contract Officer
- 69162 EEO Contract Coordinator
- 69171 EEO Enforcement Officer
- 31772 EEO Contract Compliance Officer 2
- 12. 63161 Grants Coordinator 1
- 63162 Grants Coordinator 2
- 63311 Business Service Officer
- 63521 Employer Services Specialist (see also Unit 9, Group 8)
- 63522 Employer Services Analyst (see also Unit 9, Group 8)
- 64711 Criminal Justice Planning Specialist
- 64712 Criminal Justice Planner

64721 Criminal Justice Field Representative  
64722 Criminal Justice Policy Specialist  
66111 Accountant/Examiner 1 (see also Unit 9, Group 8)  
66112 Accountant/Examiner 2 (see also Unit 9, Group 8)  
66113 Accountant/Examiner 3 (see also Unit 9, Group 8)  
66114 Accountant/Examiner 4 (see also Unit 9, Group 8)  
66131 Unemployment Compensation Compliance Auditor 1 (see also Unit 9, Group 8)  
66132 Unemployment Compensation Compliance Auditor 2 (see also Unit 9, Group 8)  
66140 Financial Institution Examiner Trainee  
66141 Financial Institution Examiner 1  
66142 Financial Institution Examiner 2  
66143 Financial Institution Examiner 3  
66144 Financial Institution Examiner 4  
66145 Financial Institution Examiner 5  
66161 Utility Auditor 1  
66162 Utility Auditor 2  
66163 Utility Auditor Coordinator  
66171 Student Loan Auditor  
66173 Student Loan Consultant  
66231 State Accounting Specialist  
66411 Internal Auditor 1  
66412 Internal Auditor 2  
66413 Internal Auditor 3  
66421 Internal EDP Auditor 1 (see also Unit 9, Group 8)  
66422 Internal EDP Auditor 2 (see also Unit 9, Group 8)  
66441 Unclaimed Funds Auditor 1  
66442 Unclaimed Funds Auditor 2  
66443 Unclaimed Funds Auditor 3  
66444 Unclaimed Funds Auditor 4  
66451 Consumer Finance Examiner 1  
66452 Consumer Finance Examiner 2  
66453 Consumer Finance Examiner 3  
66531 Fiscal Specialist 1  
66532 Fiscal Specialist 2  
66581 Securities Examiner 1  
66582 Securities Examiner 2  
66591 Securities Specialist 1  
66592 Securities Specialist 2  
66593 Securities Specialist 3  
66594 Securities Specialist 4  
66611 Securities Analyst 1  
66612 Securities Analyst 2  
66613 Securities Analyst 3  
66614 Securities Analyst 4  
66941 Utility Rate Analyst 1  
66942 Utility Rate Analyst 2

- 66943 Utility Rate Analyst Coordinator
- 30971 Accountant 1 (see also Unit 9, Group 8)
- 30972 Accountant 2 (see also Unit 9, Group 8)
- 30973 Accountant 3 (see also Unit 9, Group 8)
- 31471 Financial Institution Examiner 1
- 31473 Financial Institution Examiner 3
- 31474 Financial Institution Examiner 4
- 31475 Financial Institution Examiner Specialist
- 31650 Fiscal Specialist
- 13. 30291 MH/MR Program Coordinator (see also Unit 4, Group 3)
- 30321 MH Licensure/Certification Coordinator
- 63121 Administrative Assistant 1
- 30242 Administrative Assistant 2 (Non-exempt)
- 30243 Administrative Assistant 3 (Non-exempt)
- 63510 Assistant Liaison Officer
- 63511 Liaison Officer 1
- 63821 Hearing Assistant (see also Unit 9, Group 1)
- 65221 MH Administrator 1
- 66192 Nursing Home and Hospital Examiner 2
- 66193 Nursing Home and Hospital Examiner 3
- 31181 Administrative Assistant 1
- 31382 Budget Officer 2
- 31871 Liaison Officer 1
- 14. 54231 Aircraft Pilot 1
- 54232 Aircraft Pilot 2
- 15. 66811 Tax Commissioner Agent 1
- 66812 Tax Commissioner Agent 2
- 66813 Tax Commissioner Agent 3
- 66814 Tax Commissioner Agent 4
- 66815 Tax Commissioner Agent 5
- 31814 Tax Commissioner Agent 4
- 16. 12441 State Records Technician 1 (see also Unit 9, Group 1)
- 12442 State Records Technician 2 (see also Unit 9, Group 1)
- 63231 Correctional Records Management Officer
- 63271 Records Management Officer
- 63291 State Records Management Analyst
- 64361 Medical Record Technician 1
- 64362 Medical Record Technician 2
- 31131 Records Management Officer
- 31261 Medical Record Librarian
- 31591 State Records Management Analyst 1
- 17. 64811 Fine Arts Specialist 1
- 64812 Fine Arts Specialist 2
- 64813 Fine Arts Specialist 3
- 31462 Fine Arts Specialist 2
- 18. 24321 Motor Vehicle Enforcement Investigator (see also Unit 7, Group 18)

- 24361 Motor Vehicle Dealer Investigator (see also Unit 7, Group 18)
- 26541 Fire Safety Educator 1 (see also Unit 7, Group 31)
- 26542 Fire Safety Educator 2 (see also Unit 7, Group 31)
- 26561 Fire Training Officer 1 (see also Unit 7, Group 31)
- 26562 Fire Training Officer 2 (see also Unit 7, Group 31)
- 31421 Data Systems Coordinator 1
- 31431 Disaster Services Administrator 1
- 64911 Disaster Services Consultant 1
- 64912 Disaster Services Consultant 2
- 31521 Motor Vehicle Enforcement Investigator
- 31582 Assistant Park Manager 2
- 19. 64671 Personnel Testing Specialist 1
- 64672 Personnel Testing Specialist 2
- 64691 Personnel Testing Information Controller
- 31281 Personnel Testing Specialist 1
- 20. 66711 Actuary
- 66720 Insurance Examiner Trainee
- 66721 Insurance Examiner 1
- 66722 Insurance Examiner 2
- 66491 Insurance Financial Analyst
- 66731 Insurance Actuarial Analyst 1
- 66732 Insurance Actuarial Analyst 2
- 66733 Insurance Actuarial Analyst 3
- 66741 Insurance Contract Analyst 1
- 66742 Insurance Contract Analyst 2
- 66743 Insurance Contract Analyst 3
- 66744 Insurance Contract Analyst 4
- 66745 Insurance Contract Analyst 5
- 21. 63280 Space Planner
- 63281 Facilities Planner (see also Unit 13, Group 19)
- 66551 Contract Evaluator/Negotiator (see also Unit 14, Group 7)
- 66761 Traffic Safety Specialist (see also Unit 9, Group 14)
- 22. 16761 Disability Claims Adjudicator 1
- 16762 Disability Claims Adjudicator 2
- 16763 Disability Claims Specialist 1
- 16764 Disability Claims Specialist 2
- 31442 Disability Claims Adjudicator 2
- 31443 Disability Claims Specialist 1
- 23. 63351 Technical Medical Liaison (see also Unit 9, Group 8)

**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**

Statewide

**DEPARTMENT OF ADMINISTRATIVE SERVICES**

Five (5) Districts

- District #1 - Cuyahoga County
- District #2 - Tuscarawas County
- District #3 - Franklin County
- District #4 - Hamilton County
- District #5 - Scioto County

**DEPARTMENT OF AGRICULTURE**

A. Division of Meat Inspection

**Jurisdiction #1**

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

**Jurisdiction #2**

- |           |           |          |               |
|-----------|-----------|----------|---------------|
| Marion    | Morrow    | Knox     | Union         |
| Delaware  | Madision  | Franklin | Pickaway      |
| Licking   | Fairfield | Perry    | Hocking       |
| Coshocton | Muskingum |          | Morgan Athens |
| Meigs     | Guernsey  | Noble    | Washington    |
| Belmont   | Monroe    | Clark    |               |

**Jurisdiction #3**

- |           |          |            |          |
|-----------|----------|------------|----------|
| Van Wert  | Allen    | Hardin     | Auglaize |
| Darke     | Shelby   | Logan      | Miami    |
| Champaign | Preble   | Montgomery | Greene   |
| Fayette   | Butler   | Warren     | Clinton  |
| Hamilton  | Clermont | Ross       | Brown    |
| Pike      | Highland | Scioto     | Adams    |
| Vinton    | Jackson  | Lawrence   | Gallia   |
| Mercer    |          |            |          |

**Jurisdiction #4**

- |          |          |          |          |
|----------|----------|----------|----------|
| Williams | Fulton   | Lucas    | Defiance |
| Henry    | Wood     | Paulding | Putnam   |
| Hancock  | Ottawa   | Sandusky | Seneca   |
| Wyandot  | Crawford | Erie     | Huron    |

Richland Lorain Ashland

B. Other Divisions  
Statewide

**DEPARTMENT OF AGING**  
Statewide

**DEPARTMENT OF ALCOHOL AND DRUG ADDICTION SERVICES**  
Statewide

**OFFICE OF BUDGET AND MANAGEMENT**  
Statewide

**CIVIL RIGHTS COMMISSION**  
Six (6) Districts

**District #1**

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

**District #2**

Darke	Preble	Shelby	Miami
Montgomery	Logan	Champaign	Clark
Green			

**District #3**

Butler	Hamilton	Warren	Clermont
Clinton			

**District #4**

Lorain	Cuyahoga	Lake	Geauga
Ashtabula	Ashland	Knox	

**District #5**

Medina	Wayne	Summit	Stark
Trumbull	Mahoning	Columbiana	Portage

**District #6**

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

Morgan      Gallia      Tuscarawas

**DEPARTMENT OF COMMERCE**  
Statewide  
**OFFICE OF CONSUMER'S COUNSEL**  
Statewide

**DEPARTMENT OF DEVELOPMENT**  
Statewide

**DEPARTMENT OF EDUCATION**  
Statewide

**OHIO BUREAU OF EMPLOYMENT SERVICES**  
Six (6) Districts

**District #1**

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

**District #2**

Ashland	Cuyahoga	Lorain	Sandusky
Richland	Huron	Erie	Wayne
Ottawa			

**District #3**

Summit	Stark	Ashtabula	Carroll
Medina	Trumbull	Lake	Portage
Mahoning	Geauga		

**District #4**

Guernsey	Franklin	Delaware	Columbiana
Union	Knox	Tuscarawas	Licking
Belmont	Jefferson	Muskingum	Morrow
Holmes	Harrison	Monroe	Noble
Morgan	Coshocton		

**District #5**

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

**District #6**

Logan	Pickaway	Montgomery	Dark
Butler	Highland	Miami	Shelby
Clark	Fayette	Greene	Preble
Madison	Champaign		

## OHIO ENVIRONMENTAL PROTECTION AGENCY

Five (5) Districts

### Northwest District

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

### Northeast District

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

### Central District

Union	Madison	Fayette	Morrow
Delaware	Franklin	Pickaway	Knox
Licking	Fairfield		

### Southwest District

Darke	Preble	Shelby	Miami
Montgomery	Logan	Champaign	Clark
Greene	Highland	Brown	Butler
Clinton	Hamilton	Warren	Clermont

### Southeast District

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

## OHIO EXPOSITIONS COMMISSION

Statewide

## DEPARTMENT OF HEALTH

Five (5) Districts

### District #1

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

### 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**

Drake	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	Monroe

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**

Drake	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	Monroe
Delaware	Erie	Huron	Richland
Lorain	Ashland	Cuyahoga	Medina
Geauga	Portage	Stark	Ashtabula
Trumbull	Mahoning	Columbiana	Summit

**DEPARTMENT OF INDUSTRIAL RELATIONS** Error! Bookmark not defined.

(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			
<b>District #4</b>			
Ashtabula	Trumbull	Mahoning	
<b>District #5</b>			
Holmes	Coshocton	Tuscarawas	Harrison
Jefferson	Carroll	Columbiana	
<b>District #6</b>			
Licking	Fairfield	Perry	Muskingum
Morgan	Washington		Belmont Monroe
Guernsey	Noble		
<b>District #7</b>			
Preble	Butler	Hamilton	Montgomery
Pickaway	Ross	Pike	Scioto
Warren	Clermont	Greene	Clinton
Brown	Fayette	Highland	Adams
Hocking	Vinton	Jackson	Lawrence
Gallia	Meigs	Athens	
<b>District #8</b>			
Van Wert	Mercer	Drake	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

<b>District #1</b>			
Lorain	Cuyahoga	Medina	Lake
Geauga	Ashtabula	Ashland	Wayne
Holmes	Coshocton	Summit	Portage
<b>District #2</b>			
Trumbull	Stark	Tuscarawas	Mahoning
Columbiana	Carroll	Harrison	Jefferson
Belmont	Noble	Monroe	
<b>District #3</b>			
Williams	Defiance	Paulding	Van Wert
Fulton	Henry	Putnam	Allen
Lucas	Wood	Hancock	Ottawa
Sandusky	Seneca	Wyandot	Crawford
Erie	Huron		

**District #4**

Mercer Auglaize Shelby Drake  
Miami Preble Montgomery Clark  
Greene Fayette Warren Clinton

**District #5**

Butler Hamilton Clermont Brown  
Highland Adams

**District #6**

Union Madison Delaware Franklin  
Pickaway Licking Fairfield

**District #7**

Ross Pike Scioto Hocking  
Vinton Jackson Lawrence Perry  
Athens Meigs Gallia Muskingum  
Morgan Washington Guernsey

**District #8**

Hardin Logan Champaign Marion  
Monroe Richland Knox

**OHIO LOTTERY COMMISSION**

Nine (9) Districts

(By District Offices)

**District #1** Cuyahoga

**District #2** Lucas

**District #3** Montgomery

**District #4** Hamilton

**District #5** Franklin

**District #6** Washington

**District #7** Stark

**District #8** Mahoning

**District #9** Lorain

**DEPARTMENT OF MENTAL HEALTH**

(Employees in Units 4 and 14 within child care facilities\* may displace employees or promote into positions within their jurisdictions. However, employees in Units 4 and 14 may not displace employees, be recalled or re-employed or promoted into positions in child care facilities.\*)

\*\* Oakwood Forensic is a satellite of Toledo except for the Psychiatric Services Unit.

Seven (7) districts

**District #1**

Central Office (except O.S.S. facility at Dayton)

**District #2**

Cambridge Athens

**District #3**

Moritz COPH Portsmouth

**District #4**

Dayton Lewis Center \*Millcreek

O.S.S. Food Production Facility

**District #5**

Toledo (Forensic Unit)\*\*

**District #6**

Massillon Fallsview Woodside O.S.S

**District #7**

Western Reserve Cleveland Psych. \*Sagamore

Employees of the Department of Mental Health, that are employed in the Office of Psychiatric Services to Corrections and work in DR&C or DYS facilities have the following bumping geographic jurisdictions.

In the case of a layoff in OPSC an employee would have the right to bump into:

1. Same similar, or related classification as noted in Appendix I within the same institution within OPSC.

2. Where there is a vacancy or less senior employee in the same, similar, or related classification as noted in Appendix I in any other OPSC institution in the state.

3. Same, similar, or related classifications as noted in Appendix I in Central Office and Central Office O.S.S.

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

Six (6) Districts

**District #1**

Northwest Developmental Center

Tiffin Developmental Center

**District #2**

Applecreek Developmental Center

Warrensville Developmental Center

Youngstown Developmental Center

**District #3**

Columbus Developmental Center

Mount Vernon Developmental Center

**District #4**

Cambridge Developmental Center

Gallipolis Developmental Center

**District #5**

Southwest Developmental Center

Montgomery Developmental Center

Springview Developmental Center

**District #6**

Central Office

**DEPARTMENT OF NATURAL RESOURCES**

Eight (8) Districts

**District #1**

Williams	Defiance	Paulding	Fulton
Henry	Putnam	Lucas	Van Wert
Mercer	Darke	Allen	Auglaize

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

**PUBLIC UTILITIES COMMISSION OF OHIO**

Statewide

**BOARD OF REGENTS**

Statewide

**DEPARTMENT OF REHABILITATION AND CORRECTION**

**District #1 - North**

Institutions - Lima, Marion, Mansfield, Ohio Reformatory for Women, Northeast Pre-Release Center, Allen, Grafton, Lorain, Trumbull

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

**District #2 - Central**

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

Adult Parole Authority - Columbus District Offices

**District #3 - South**

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

Adult Parole Authority - Athens, Cincinnati, Butler, Dayton, Lebanon, Chillicothe, Highland

**District #4 - Statewide**

Corrections Training Academy, Correctional Medical Center

**District #5**

Central Office, Ohio Penal Industries

**REHABILITATION SERVICES COMMISSION**

Four (4) districts based on Four (4) areas into which the Bureau of Vocational Rehabilitation/the Bureau of Services for the Visually Impaired have divided the State. Each Bureau of Disability Determination, Administrative Support, Consumer and Legislative Affairs, General Counsel and Policy Development, Human Resources, and Planning Development and Evaluations, shall be considered a part of the geographic district in which the office is located.

**District #1**

Ashtabula	Columbiana	Cuyahoga	Geauga
Lake	Mahoning	Medina	Portage
Summit	Trumbull		

**District #2**

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

**District #3**

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

**District #4**

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

**DEPARTMENT OF TAXATION**

Eight (8) districts

**District #1**

Ashland	Medina	Stark	Tuscarawas
Holmes	Portage	Summit	Wayne
Mahoning	Richland	Trumbull	

**District #2**

Adams	Clinton	Jackson	Warren
Brown	Gallia	Lawrence	Butler
Hamilton	Pike	Clermont	Highland
Scioto			

**District #3**

Cuyahoga	Geauga	Lake	Lorain
Ashtabula			

**District #4**

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

**District #5**

Auglaize	Darke	Mercer	Preble
Champaign	Greene	Miami	Shelby
Clark	Logan	Montgomery	

**District #6**

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

**District #7**

Athens	Coshocton	Meigs	Noble
Belmont	Guernsey	Monroe	Washington
Carroll	Harrison	Morgan	Columbiana
Jefferson	Muskingum		

**District #8**

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
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Huron	Lorain	Richland	Wayne
<b>District #4</b>			
Summit	Portage	Stark	Ashtabula
Trumbull	Mahoning		
<b>District #5</b>			
Knox	Licking	Fairfield	Perry
Coshocton	Muskingum		Guernsey
<b>District #6</b>			
Marion	Union	Madison	Pickaway
Morrow	Delaware	Franklin	Fayette
<b>District #7</b>			
Mercer	Shelby	Logan	Clark
Drake	Miami	Champaign	Montgomery
Auglaize			
<b>District #8</b>			
Preble	Butler	Hamilton	Warren
Clermont	Greene	Clinton	
<b>District #9</b>			
Brown	Adams	Pike	Jackson
Highland	Ross	Scioto	Lawrence
<b>District #10</b>			
Hocking	Meigs	Morgan	Noble
Vinton	Gallia	Washington	Monroe
Athens			
<b>District #11</b>			
Holmes	Tuscarawas	Columbiana	Carroll
Harrison	Jefferson	Belmont	
<b>District #12</b>			
Cuyahoga	Lake	Geauga	
<b>District #13</b>			
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

**VETERANS HOME**

Statewide

**BUREAU OF WORKERS' COMPENSATION** Error! Bookmark not defined.

Four (4) Districts

**District #1**

Lucas	Allen	Richland		
<b>District #2</b>				
Clark	Montgomery		Butler	Hamilton
<b>District #3</b>				
Cuyahoga	Summit	Stark	Mahoning	
<b>District #4</b>				
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**

Error! Bookmark not defined.**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 Veteran's Childrens Home and Schools for the Deaf and Blind, Department of Rehabilitation and Correction, and the Department of Youth Services who suffers bodily injury inflicted by an inmate, patient, client, youth or student in the facilities of the above agencies shall be eligible for his/her regular rate of pay during the period he/she is disabled as a result of such injury but in no case to exceed 960 hours. This form of compensation shall be in lieu of Workers' Compensation. The employee may apply for Workers' Compensation while he/she is receiving occupational injury leave. Workers' Compensation may be received, if awarded, by the employee after the occupational leave is exhausted.

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

3. Employees who think they are eligible for this type of leave may apply to their Agency Designee within ten (10) days of the incident giving rise to the injury unless physically unable to do so.

4. A statement of circumstances of the injury shall be filed with the Director of Administrative Services by the employee's Appointing Authority. This statement shall show conclusively that the injury was sustained in the line of duty and was inflicted by an inmate, patient, 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 extend of the employee's injury.

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

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

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

9. An employee is disqualified from receipt of benefits if the employee engages in any similar or similarly demanding occupation for wages or profit. If such an employee has already received the benefits, then he/she must reimburse the State in the amount of the benefits received. The employee may be subject to disciplinary action for violation of this Article.

**APPENDIX L - PAY RANGES**

## APPENDIX M - DRUG-FREE WORKPLACE POLICY

### Section 1. Statement of Policy

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

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

C. The State will periodically provide information and training programs concerning the impact of alcohol and other drug use on job performance, as well as information concerning the State's Employee Assistance Program and any other resources that an employee or his/her family may contact for assistance in overcoming an alcohol and/or other drug problem. All bargaining unit employees shall be furnished with a copy of the Employer's drug-free workplace policies within sixty (60) day of the signing of this Agreement or within thirty (30) days of initial employment with a state agency. Additionally, each employee will similarly be provided with a written description of the employer's drug testing policy, including the procedures under which a test may be ordered, procedures for obtaining samples for testing, how testing will be conducted and reported to the Employer and employees; and the potential consequences of refusing to submit to testing or of positive test results. In addition, managers and supervisors shall be provided training about the Drug-Free Workplace Policy and alcohol and the drug-testing program in order to ensure that the policy and program are administered consistently, fairly, and within appropriate Constitutional parameters.

D. Any employees suffering from a substance abuse problem shall receive the same careful consideration and offer of treatment that is presently extended under the State's existing benefit plans to those employees having other physical and/or psychological disabilities, as well as under the Employee Assistance Plan established under Article 9 of this Agreement. The same benefits and insurance coverages that are provided for all other illnesses, diseases, and/or physical or psychological conditions, under the State's established health insurance benefit plan, shall be available for individuals who accept medically approved treatment of alcoholism or drug dependency.

E. An employee's refusal to accept referral for diagnosis or to follow the prescribed treatment will be handled in accordance with other policies relating to job performance, subject to the contractual grievance/arbitration procedures and other provisions of this Agreement. No person with a substance abuse problem shall have his/her job security or promotional opportunities jeopardized by a request for diagnosis and/or treatment. Continued unacceptable job performance, attendance, and/or behavioral problems will result in disciplinary action, up to and including termination.

F. The confidential nature of the medical records of employees with substance abuse problems shall be preserved. Similarly, all records relating to drug tests and their results shall be maintained in the strictest confidence.

G. All Department heads, managers, and supervisors are responsible for adherence to, and implementation, enforcement, and monitoring of, this policy.

## **Section 2. Drug-Testing Conditions**

Employees covered by this Agreement may be required to submit a urine specimen for testing for the presence of drugs or a breath sample for the testing of the presence of alcohol:

Where there is reasonable suspicion to believe that the employee, when appearing for duty or on the job, is under the influence of, or his/her job performance, is impaired by alcohol or other drugs. Such reasonable suspicion must be based upon objective facts or specific circumstances found to exist that present a reasonable basis to believe that an employee is under the influence of, or is using or abusing, alcohol or drugs. Examples of reasonable suspicion shall include, but are not limited to, slurred speech, disorientation, abnormal conduct or behavior, or involvement in an on-the-job accident resulting in disabling personal injury requiring immediate hospitalization of any person or property damage in excess of \$2,000, where the circumstances raise a reasonable suspicion concerning the existence of alcohol or other drug use or abuse by the employee. In addition, such reasonable suspicion must be documented in writing and supported by two witnesses, including the person having such suspicion. The immediate supervisor shall be contacted to confirm a test is warranted based upon the circumstances. Such written documentation must be presented, as soon as possible, to the employee and the department head, who shall maintain such report in the strictest confidence, except that a copy shall be released to any person designated by the affected employee.

## **Section 3. Testing Procedures and Guarantees**

A. An employee reasonably suspected of using or abusing alcohol or other drugs, while on duty, or of being under the influence of same, while on duty, may be required to submit a urine specimen for testing for the presence of drugs or a breath sample for the testing of alcohol. The breath sample will be taken by the State Patrol or person qualified under OAC rule 3701-53-07. Urine specimen collection shall occur at the collection site designated by the Employer in a secure and private room and shall be witnessed by a person of the same sex as the donor-employee in accordance with standards provided under the guidelines published by the National Institute of Drug Abuse (NIDA).

B. Prior to submitting the sample, the employee shall be required to complete a form indicating all drugs currently being taken and any toxic substances he/she may have been in contact with. This information will be forwarded to the laboratory with the samples. Such information shall not be released to the employer except as necessary to explain a test result.

C. All procedures and protocols for collection, transmission and testing of the employee's urine shall conform to the NIDA guidelines.

All procedures and protocols for collection and testing of the employee's breath shall conform to the methods and procedures set forth in Chapter 3701-53 of the Ohio Administrative Code. The instrument used must be listed in OAC

Rule 3701-53-02A. A test result which indicates a .04% blood alcohol level will be considered a positive test.

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

E. The urine testing shall consist of a two-step procedure: (a) initial screening; and (b) confirmatory testing. If the screening procedure reveals a positive result, the sample shall be subjected to a different confirmatory test. Notification of test results to the affected employee's department head shall be withheld until the confirmatory test results are obtained. In those cases where the second test confirms the presence of alcohol or drug(s) in the employee's system, the sample shall be retained for a period of six (6) months to permit further testing, in case of a dispute. An employee has the right to submit information to explain the reason(s) for a positive test.

F. The initial screening shall be accomplished by means of a Thin Layer Chromatography (TLC) or equally reliable testing procedure, and the confirmatory testing shall be accomplished by means of a Gas Chromatography/Mass Spectrometry (GC/MS).

G. Employees shall have the right to consult with a Union representative, if one is available within one hour prior to testing, and a Union representative may accompany the employee to the specimen collection site.

H. Although no employee may be tested against his/her will, any employee who refuses to submit to a properly ordered drug test may be subject to disciplinary charges for insubordination consistent with the just cause standards set forth in Article 24 of this Agreement.

I. In all cases in which the employee provides a sufficient urine sample at the time of original sample collection, he/she has the right to a confirmatory test of a one-half (1/2) portion of the original sample at a NIDA-certified laboratory of the employee's choosing, at the employee's expense, within ten (10) working days after receipt of notice of the positive test result. To permit this and to ensure the integrity of samples, each sample shall be split by the NIDA-certified laboratory under contract with the State to perform such tests at the time and place of collection and prior to testing. One part thereof shall be stored by such laboratory, to be disposed of by the direction of the employee.

J. When any sample is collected it shall be handled by proper chain of custody procedures from sample collection to return of the written report. Collection procedures shall be used which ensure security for the specimen, freedom from adulteration of the specimen, and privacy for the employee. Any failure to follow such procedures shall result in the elimination of the test results, as if no test had been administered. In such cases, the test results shall be destroyed, and no adverse action shall be taken against the employee.

K. Subject to the reasonable requirements of the laboratory, the Union shall have the right, upon reasonable request made to the laboratory, to inspect and observe any aspect of the drug testing program, with the exception of individual test results. The Union may inspect individual test results, if the release of such information is authorized, in writing, by the affected employee.

L. The NIDA-established levels for each drug tested for shall be used to determine whether a test is positive with respect to that drug. Testing shall be limited to the following groups of substances: marijuana (THC); cocaine; amphetamines; opiates; and phencyclidine (PCP).

#### **Section 4. Notice of Drug-Related Convictions**

As required by the Federal Drug-Free Workplace Act of 1988, each employee covered by this Agreement is required to notify his/her agency head or his/her designee, within five (5) days after he/she is convicted of a violation of any federal or state criminal drug statute, provided such conviction occurred at the workplace or any location where the employee is working at the time of the incident which led to the conviction. Each agency is required to notify any federal agency with which it has a contract or grant, within ten (10) days after receiving notice from the employee, of the fact of such conviction. Any employee's failure to report such a conviction will subject such employee to disciplinary action, up to and including termination consistent with the just cause standards set forth in Article 24 of this Agreement. An agency head or his/her designee may refer such employees to the Employee Assistance Program for referral and treatment.

#### **Section 5. Disciplinary Action**

On the first occasion in which any employee who is determined to be under the influence of, or using, alcohol or other drugs, while on duty, as confirmed by testing pursuant to this policy, the employee shall be given the opportunity to enter into and successfully complete a substance abuse program certified by the Ohio Department of Alcohol and Drug Addiction Services. No disciplinary action shall be taken against the employee, provided he/she successfully completes the program and is never again found to be under the influence of, or using or abusing, alcohol or other drugs, while on duty.

## APPENDIX M1 - CLASSIFICATIONS SUBJECT TO RANDOM TESTING

### Class No. Title

21251 Weights & Measures Inspector 1

21252 Weights & Measures Inspector 2

52431 Aircraft Pilot 1

52432 Aircraft Pilot 2

53211 Highway Maintenance Worker

(Where the duties of the position require testing under the federal rules.)

53212 Highway Maintenance Worker 2

53213 Highway Maintenance Worker 3

53214 Highway Maintenance Worker 4

54221 Aircraft Mechanic

54223 Aircraft Maintenance Coordinator

54411 Equipment Operator 1

54412 Equipment Operator 2

54413 Equipment Operator 3

54414 Equipment Operator 4

54421 Dredge Operator 1

54422 Dredge Operator 2

54441 Vehicle Operator 1

(Where the duties of the position require testing under the federal rules.)

54442 Vehicle Operator 2

## APPENDIX N

### Memorandum of Understanding For Implementation of Work Areas For Mental Health, Mental Retardation, Department of Youth Services, Ohio Veterans Home and the Ohio Veteran's Childrens Home of 8/31/87

#### A. Work Areas for Mental Health, Mental Retardation, Department of Youth Services, Ohio Veterans Home and Ohio Veterans Children's Home

"Work areas," for the purposes of this memorandum, shall be defined as the smallest subdivision of regular work assignment in the physical setting wherein an employee performs his/her assigned work on a regular basis. (Examples include, but are not limited to, a ward, unit, module, cottage or 1/2 a cottage, kitchen, laundry, building or facility.)

#### B. Selection of Work Area Process

Within thirty (30) days of the completion of the specified work area negotiations (as outlined in G), each institution shall post all the work area assignments as defined in A above) for the positions identified in Appendix N. The postings shall include the classification, exact work area, the regularly scheduled days off pursuant to Article 13, and the shift. The affected employees (in classifications listed in Appendix N) at each institution shall be canvassed jointly by the Employer and the Union in institutional seniority order with the most senior employee person being asked his/her preference first; the next most senior person second, etc. Those employees shall be permitted to select their preferred work area. The work area shall be awarded to the employee with the most institutional seniority unless the agency can show that the skills and abilities of a junior employee who has bid on the work area are demonstrably superior to the senior employee. Successful bidders shall meet any professional needs of the position. When the Employer denies an employee his/her preferred work area assignment because the employee, does not meet the professional needs, it shall be the Employers burden to demonstrate that the employee does not meet the professional needs.

The canvass will be stopped if an individual employee is not available for making the selection unless the Union and the Employer mutually agree to do otherwise. The canvass will continue once this employee is contacted and has made his/her selection. Employees on any approved leave will be canvassed as part of the regular canvass. The employee who fills the work area assignment desired by the employee on approved leave will be informed that the assignment is temporary. Upon the return to work of the employee on leave, the employee who filled that assignment will be assigned to an available opening or may express preference if there are multiple openings. The displaced employee will not have bumping rights in this instance. Every reasonable effort will be made to move the employee to the work area within fourteen (14) days of the completion of the canvass. However, in emergencies or where abnormal work loads exist in the employee's incumbent work area, assignment may be delayed up to forty-five (45) calendar days after the completion of the canvass.

#### C. Filling of Work Area Openings

Thereafter, employees shall be given the opportunity to bid for work area openings in their job classification in other work areas within their institutions. Work area openings shall be posted for at least ten (10) calendar days, and shall include all the information contained on the postings for the first time canvass with the additional information of the anticipated date by which the work area opening will be filled. The work area shall be awarded to the employee with the most institutional seniority unless the agency can show that the skills and abilities of a junior employee who has bid on the work area are demonstrably superior to the senior employee. Successful bidders shall meet any professional needs of the position. When the employee denies an employee his/her preferred work area opening because the employee does not meet the professional needs, it shall be the Employer's burden to demonstrate that the

employee does not meet the professional needs. Employees are limited to exercising their right to bid on a work area opening to two (2) successful bids a year (excluding the first canvassing described in B above). There shall be no more than two (2) additional work area selections resulting from the filling of a work area opening. Work area openings not filled in this manner shall be considered in accordance with the provisions of Article 17.

**D. Integrity of the Work Area**

The Employer shall not change the make-up and basic nature of the work areas so as to subvert any rights guaranteed by this memorandum. If, through necessary reorganization of the institution, the nature of the work area changes, such changes shall be discussed in Institutional Labor/Management Committee meetings. If agreement cannot be reached at such meetings, the proposed change shall be discussed at Department level Labor/Management Committee meetings. If agreement cannot be reached, the Union may grieve such work area changes utilizing the applicable provisions outlined in Article 25.07 and Article 25.10 of the Collective Bargaining Agreement.

**E. Expansion of MH, MR, DYS, OVH, and OVCH Facilities**

In the event the Employer expands any of the institutions covered by this memorandum, or constructs new ones, it shall provide timely notice to the local Chapter President and the OCSEA Executive Director. Within thirty (30) days of this notice, the local Labor/Management team will meet to discuss the new work areas at the facility. If agreement cannot be reached, the Union may grieve such work area changes utilizing the applicable provisions outlined in Article 25.07 and Article 25.10 of the Collective Bargaining Agreement.

**F. Relief Assignments**

Relief positions shall be put up for bid as part of the initial canvass and as they become work area openings. Relief assignment shall be utilized by the Employer as a regular assignment. All employees who work in relief positions shall be allowed to, on a daily basis, by seniority, pick the area they are to serve as relief for that day. This section shall not result in the reduction of currently filled single post assignments unless mutually agreed to by the parties. How the relief position(s) will be utilized shall be the subject of the separate local work area negotiations.

**G. Specific Work Area Negotiations**

Within thirty (30) days of this agreement, the local Chapter President and up to two (2) additional representatives, along with an OCSEA Staff Representative(s) shall meet with the Employer at each institution in MH, MR, DYS, OVH and OVCH to negotiate the specific work areas as defined by this memorandum. It is the goal of the parties to resolve any work area disputes in these local institutional negotiations. However, if agreement cannot be reached at such negotiations, the following procedure shall be used for the resolution of those work areas in dispute. Within forty-five (45) days of the signing of this memorandum, local officials from the appropriate institution and OCSEA Staff will meet with representatives from the appropriate agency and the Office of Collective Bargaining in a good faith effort to resolve the remaining work area disputes.

In the event the parties cannot agree, the Union and the Employer shall submit a final offer stipulating their positions on the disputed work area and the arbitrator will select the "best offer" from the detailed proposals submitted by the parties.

**H. Seniority Lists**

Within thirty (30) days of this agreement, the employer shall provide to the Chapter President what it believes to be the correct institutional seniority list for all affected employees. Additionally, written notification of each employee's institutional seniority shall be provided to each employee with their paycheck. Employees who believe the institutional seniority date to be in error shall meet with the appropriate management personnel and Union representative in an effort to determine the correct seniority

date. If no agreement can be reached as to what is the correct institutional seniority date, the employee may utilize the grievance procedure starting at Step 3.

**Listings of Employee Job Classifications in Mental Health, Mental Retardation, Department of Youth Services, Ohio Veterans Home and the Ohio Veteran's Childrens Home Institutions Covered by the Memorandum of Understanding Concerning Work Area Assignments**

**Bargaining Unit No. 3**

Psychiatric Attendant  
Psychiatric Attendant Coordinator  
Juvenile Correction Officer  
Correction Officer  
Youth Leader Specialist  
Youth Program Specialist

**Bargaining Unit No. 4**

Social Service Aide  
Adult Teacher Aide 1  
Adult Teacher Aide 2  
Adult Teacher Aide 3  
Vocation Instructor 1  
Vocation Instructor 2  
Rehabilitation Aide  
Recreation Aide  
Hospital Aide  
Therapeutic Program Worker  
Hospital Aide Coordinator 1  
Hospital Aide Coordinator 2  
Hospital Aide Trainer  
Licensed Practical Nurse  
Activities Aide  
General Activities Therapist 1  
General Activities Therapist 2  
Activities Therapist Specialist 1  
Activities Therapist Specialist 2  
Children's Teacher Aide 1  
Children's Teacher Aide 2  
Children's Teacher Aide 3  
Therapy Aide  
Mental Health Technician 1  
Mental Health Technician 2  
Child Care Worker

**Bargaining Unit No. 5**

Correction Commissary Coordinator  
Custodial Work Coordinator

Custodial Laundry Coordinator  
Commissary Coordinator  
Custodial Worker  
Food Service Worker  
Cook 1  
Cook 2  
Food Service Coordinator 1  
Food Service Coordinator 2  
Food Consultant  
Correctional Food Service Coordinator 1  
Correctional Food Service Coordinator 2  
Baker

**Bargaining Unit No. 14**

Mental Health Administrator 1  
Mental Health Administrator 2  
Mental Health Administrator 3

## APPENDIX O - ALPHABETICAL CLASSIFICATIONS LIST

### APPENDIX O – ALPHABETICAL CLASSIFICATION LIST

Note: All classifications numbered 30000 through 39999 are holding classifications. These classifications can be found in Appendices A through H.

<b>B.U.</b>	<b>CLASS #</b>	<b>PAY RANGE</b>	<b>TITLE</b>
9	16511	26	Account Clerk 1
9	16512	27	Account Clerk 2
9	16513	28	Account Clerk 3
9	66111	26	Accountant/Examiner 1
9	66112	28	Accountant/Examiner 2
14	66113	30	Accountant/Examiner 3
14	66114	31	Accountant/Examiner 4
4	44210	04	Activities Aide
4	44213	26	Activity Therapy Specialist 1
4	44214	27	Activity Therapy Specialist 2
14	66711	30	Actuary
6	52351	08	Adaptive Equipment Technician
14	63121	28	Administrative Assistant 1
4	18121	26	Adult Teacher Aide 1
4	18122	27	Adult Teacher Aide 2
4	18123	28	Adult Teacher Aide 3
4	65312	28	Advanced Emergency Medical Technician - Ambulance
13	85611	34	Aerial Engineer
13	85721	32	Air Quality Engineer 1
6	52291	07	Air Quality Technician 1
6	52292	08	Air Quality Technician 2
6	54211	06	Aircraft Attendant
6	54223	31	Aircraft Maintenance Coordinator
6	54221	09	Aircraft Mechanic
14	54231	32	Aircraft Pilot 1
14	54232	33	Aircraft Pilot 2
6	54451	05	Ambulance Operator
7	21581	28	Amusement Ride and Game Inspector 1
7	21582	29	Amusement Ride and Game Inspector 2
7	21141	29	Apiary Specialist
14	84514	31	Appraisal Specialist
14	84511	27	Appraiser 1
14	84512	29	Appraiser 2
14	84513	30	Appraiser 3
13	22271	30	Aquatic Biologist 1
13	22272	31	Aquatic Biologist 2
13	85111	34	Architect

13	85110	30	Architect Associate
7	26531	32	Arson Investigator
6	52290	05	Assistant Air Quality Technician
6	52240	05	Assistant Carpenter
14	66350	32	Assistant Foreign Office Manager
13	22330	27	Assistant Forest Manager
14	63510	29	Assistant Liaison Officer
6	52260	05	Assistant Plumber
6	53151	09	Assistant Statue/Decorative Artwork Restorer
14	63842	31	Attorney 1
14	63843	32	Attorney 2
14	63844	33	Attorney 3
7	52642	31	Audio/Visual Production Specialist
7	52631	06	Audio/Visual Repair Worker
7	52641	07	Audio/Visual Specialist
7	84651	29	Automobile Emissions Inspector
6	52111	06	Automotive Body Repair Worker 1
6	52112	08	Automotive Body Repair Worker 2
6	52131	05	Automotive Mechanic 1
6	52132	07	Automotive Mechanic 2
6	52133	08	Automotive Mechanic 3
6	52134	09	Automotive Mechanic 4
6	52130	02	Automotive Service Worker
6	52121	04	Automotive Tire Repair Worker
7	24941	30	Aviation Specialist 1
7	24942	32	Aviation Specialist 2
5	42331	06	Baker
4	42731	05	Barber
7	21521	27	Barber Inspector
7	52711	07	Bindery Operator
13	83271	28	Biologist
7	84334	28	Bituminous Plant Coordinator
7	84331	26	Bituminous Plant Inspector
7	24121	30	Boiler Inspector
6	54511	04	Boiler Maintenance Worker
6	54541	05	Boiler Operator 1
6	54542	06	Boiler Operator 2
6	54513	06	Boiler Repair Worker
9	54431	06	Bookmobile Operator
7	24421	28	Breath Alcohol Testing Inspector
6	53230	05	Bridge and Lock Tender
13	85541	34	Bridge Engineer 1
13	85851	31	Bridge Specialist
6	53231	06	Bridge Worker 1
6	53232	07	Bridge Worker 2
7	52621	09	Broadcasting/Network ITV Coordinator

7	52611	06	Broadcasting Technician 1
7	52612	07	Broadcasting Technician 2
7	24111	30	Building Inspector
14	67121	34	Business Continuity Analyst 1
14	67122	35	Business Continuity Analyst 2
14	64574	31	Business Enterprise Program Coordinator
14	64571	30	Business Enterprise Specialist
14	63311	28	Business Services Officer
6	22560	24	Campground Attendant
6	22565	27	Campground Coordinator 1
6	22566	28	Campground Coordinator 2
6	52241	07	Carpenter 1
6	52242	08	Carpenter 2
7	82311	28	Cartographer
7	69471	31	Case Control Reviewer
9	16111	05	Cashier
6	22151	25	CCC Dormitory Advisor
6	22171	08	CCC Project Crew Leader
7	84330	25	Centrifuge Operator
9	16841	27	Certification/Licensure Examiner 1
9	16842	28	Certification/Licensure Examiner 2
13	83224	32	Chemical Laboratory Coordinator
9	14731	04	Chemical Stores Clerk
13	83221	29	Chemist 1
13	83222	30	Chemist 2
13	83223	31	Chemist 3
4	46621	04	Child Care Worker
4	18111	03	Children's Teacher Aide 1
4	18112	04	Children's Teacher Aide 2
4	18113	25	Children's Teacher Aide 3
14	69123	30	Civil Rights Compliance Coordinator
14	69111	27	Civil Rights Field Representative 1
14	69112	28	Civil Rights Field Representative 2
14	69113	29	Civil Rights Field Representative 3
14	69121	29	Civil Rights Specialist
9	16791	26	Claims Examiner 1
9	16792	27	Claims Examiner 2
9	16793	28	Claims Examiner 3
9	16794	29	Claims Examiner 4
9	16795	30	Claims Examiner Specialist
9	12111	03	Clerk 1
9	12112	04	Clerk 2
9	12113	26	Clerk 3
5	14211	04	Commissary Worker
4	44731	26	Community Adjustment Trainer 1
4	44732	27	Community Adjustment Trainer 2

14	64171	33	Computer Acquisition Analyst 1
14	64172	34	Computer Acquisition Analyst 2
14	64173	35	Computer Acquisition Analyst 3
14	64161	35	Computer Consultant 1
14	64162	36	Computer Consultant 2
9	12374	30	Computer Operations Analyst
9	12370	25	Computer Operator 1
9	12371	26	Computer Operator 2
9	12372	28	Computer Operator 3
9	12373	29	Computer Operator 4
6	22832	04	Conservation Aide
6	22833	05	Conservation Crew Leader
6	22831	02	Conservation Worker
13	85521	34	Construction Engineer 1
13	85831	31	Construction Project Specialist 1
13	85833	32	Construction Project Specialist 2
13	85834	33	Construction Project Specialist 3
13	85835	34	Construction Project Specialist 4
14	66451	30	Consumer Finance Examiner 1
14	66452	31	Consumer Finance Examiner 2
14	66453	32	Consumer Finance Examiner 3
7	26241	30	Consumers' Counsel Utility Investigator
14	66551	30	Contract Evaluator/Negotiator
5	42351	03	Cook 1
5	42352	05	Cook 2
3	46531	28	Correction Officer
3	46532	29	Correction Sergeant/Counselor
6	53541	07	Correctional Dairy Processing Plant Operator
6	46542	07	Correctional Farm Coordinator 1
6	46543	08	Correctional Farm Coordinator 2
6	46541	04	Correctional Farm Laborer
3	26511	28	Correctional Firefighter
5	42451	27	Correctional Food Service Coordinator 1
5	42452	28	Correctional Food Service Coordinator 2
5	42541	27	Correctional Laundry Coordinator 1
5	42542	27	Correctional Laundry Coordinator 2
7	52751	08	Correctional Printing Machine Coordinator
14	63231	26	Correctional Records Management Officer
4	42711	05	Cosmetologist
7	21512	27	Cosmetology Examiner
7	21511	27	Cosmetology Inspector
7	26121	30	Criminal Investigator 1
7	26122	31	Criminal Investigator 2
14	64721	32	Criminal Justice Field Representative
14	64712	31	Criminal Justice Planner

14	64711	30	Criminal Justice Planning Specialist
14	64722	33	Criminal Justice Policy Specialist
13	86141	32	Criminalist
5	42111	02	Custodial Worker
9	64281	29	Customer Service Representative
9	64282	30	Customer Service Specialist
6	53521	04	Dairy Worker 1
6	53522	06	Dairy Worker 2
14	64151	32	Data Base Analyst 1
14	64152	33	Data Base Analyst 2
14	64153	33	Data Base Analyst 3
14	64154	35	Data Base Analyst 4
14	64155	36	Data Base Analyst 5
9	12351	25	Data Control Technician 1
9	12352	26	Data Control Technician 2
9	12353	27	Data Control Technician 3
9	12331	04	Data Entry Operator 1
9	12332	25	Data Entry Operator 2
9	12333	26	Data Entry Operator 3
9	12341	24	Data Librarian 1
9	12342	25	Data Librarian 2
9	12343	26	Data Librarian 3
9	12321	04	Data Processor 1
9	12322	25	Data Processor 2
9	12323	26	Data Processor 3
14	12380	31	Data Securities Specialist
14	12381	33	Data Security Analyst 1
14	12382	34	Data Security Analyst 2
9	12311	27	Data Storage Technician 1
9	12312	28	Data Storage Technician 2
14	12391	28	Data Systems Coordinator 1
14	12392	29	Data Systems Coordinator 2
9	12821	28	Data Systems Scheduler 1
9	12822	30	Data Systems Scheduler 2
9	12823	31	Data Systems Scheduler 3
9	12361	24	Data Technician 1
9	12362	25	Data Technician 2
6	53821	05	Delivery Worker
4	86313	27	Dental Assistant
4	86311	27	Dental Technician
13	85421	31	Design Engineer 1
13	85422	33	Design Engineer 2
13	85420	30	Design Engineer Intern
13	85821	30	Design Specialist 1
13	85822	31	Design Specialist 2
13	85823	33	Design Specialist 3

13	85824	34	Design Specialist 4
14	66311	30	Development Specialist 1
14	66312	32	Development Specialist 2
14	16761	28	Disability Claims Adjudicator 1
14	16762	30	Disability Claims Adjudicator 2
14	16763	31	Disability Claims Adjudicator 3
14	16764	32	Disability Claims Specialist 2
9	16771	28	Disability Insurance Claims Examiner
9	16773	30	Disability Insurance Claims Specialist
9	64221	28	Disabled Veterans Outreach Specialist
14	64911	29	Disaster Services Consultant 1
14	64912	30	Disaster Services Consultant 2
7	84113	28	Drafting Coordinator
7	84111	25	Drafting Technician 1
7	84112	27	Drafting Technician 2
6	54421	06	Dredge Operator 1
6	54422	07	Dredge Operator 2
7	24331	27	Driver's License Examiner 1
7	24332	28	Driver's License Examiner 2
13	83451	28	Ecological Analyst 1
13	83452	30	Ecological Analyst 2
14	66321	31	Economist
4	86331	29	EEG/EKG Technician
14	69162	31	EEO Contract Coordinator
14	69161	29	EEO Contract Officer
14	69160	28	EEO Contract Technician
14	69171	29	EEO Enforcement Officer
14	69132	30	EEO Officer
14	69131	27	EEO Technician
7	21211	28	Egg Products Inspector
7	24131	30	Electrical Inspector
6	52281	07	Electrician 1
6	52282	08	Electrician 2
7	84411	26	Electronic Technician 1
7	84412	27	Electronic Technician 2
7	24141	30	Elevator Inspector
7	24921	28	Embalmer and Funeral Facility Inspector
4	65311	28	Emergency Medical Technician - Ambulance
9	64681	27	Employee Benefits Coordinator 1
9	64682	29	Employee Benefits Coordinator 2
14	63522	33	Employer Services Analyst
14	63521	31	Employer Services Specialist
9	64222	28	Employment Services Contract Specialist
9	64224	31	Employment Services Coordinator
9	64212	28	Employment Services Counselor
9	64210	27	Employment Services Interviewer

9	64223	31	Employment Services Manpower Representative
9	64211	28	Employment Services Representative
13	66361	35	Energy Specialist
9	84371	26	Engineering Clerk
13	83231	29	Entomologist
14	66371	32	Environmental Economist
13	85711	31	Environmental Engineer 1
13	85712	32	Environmental Engineer 2
13	85710	30	Environmental Engineer Intern
13	85861	31	Environmental Specialist 1
13	85862	32	Environmental Specialist 2
13	85860	30	Environmental Specialist Intern
7	84611	27	Environmental Technician
13	65761	29	Epidemiology Investigator 1
13	65762	31	Epidemiology Investigator 2
13	65763	32	Epidemiology Investigator 3
6	54411	05	Equipment Operator 1
6	54412	06	Equipment Operator 2
6	54413	07	Equipment Operator 3
6	54414	07	Equipment Operator 4
7	24511	31	Ergonomist 1
7	24512	33	Ergonomist 2
7	24513	34	Ergonomist 3
4	44510	27	Exercise Physiologist Assistant
6	52821	27	Exploratory Drill Operator 1
6	52822	29	Exploratory Drill Operator 2
5	42511	04	Fabric Worker 1
5	42512	04	Fabric Worker 2
13	63281	30	Facilities Planner
6	53531	08	Farm Coordinator
7	21131	29	Feed and Fertilizer Inspector
13	85621	33	Field Engineer
14	66140	29	Financial Institution Examiner Trainee
14	66141	30	Financial Institution Examiner 1
14	66142	31	Financial Institution Examiner 2
14	66143	33	Financial Institution Examiner 3
14	66144	34	Financial Institution Examiner 4
14	66145	35	Financial Institution Examiner 5
14	64811	28	Fine Arts Specialist 1
14	64812	30	Fine Arts Specialist 2
14	64813	32	Fine Arts Specialist 3
14	26541	28	Fire Safety Educator 1
14	26542	29	Fire Safety Educator 2
7	26521	30	Fire Safety Inspector
7	26560	29	Fire Training Equipment Technician
14	26561	30	Fire Training Officer 1

14	26562	31	Fire Training Officer 2
14	66531	30	Fiscal Specialist 1
14	66532	32	Fiscal Specialist 2
13	22232	28	Fish/Gamebird Hatchery Coordinator
6	22231	27	Fish/Gamebird Hatchery Technician
6	22221	27	Fish Management Technician
13	22222	28	Fish Management Unit Leader
5	42441	30	Food Consultant
7	21243	30	Food Inspection Coordinator
7	21241	30	Food Inspector
5	42411	04	Food Service Coordinator 1
5	42412	06	Food Service Coordinator 2
5	42341	01	Food Service Worker
6	22320	26	Forest Inspector
13	22321	27	Forester
13	22322	29	Forester Analyst
14	63111	29	Forms Analyst 1
14	63112	30	Forms Analyst 2
9	63141	26	Forms Control Specialist
6	53261	05	Foundation Mechanic
6	53263	06	Foundation Mechanic Coordinator
7	21221	29	Fruit and Vegetable Inspector
4	44211	26	General Activities Therapist 1
4	44212	27	General Activities Therapist 2
13	83821	29	Geologist 1
13	83822	31	Geologist 2
13	83823	32	Geologist 3
13	83824	33	Geologist 4
7	83820	28	Geology Technician
6	53621	04	Golf Course Worker 1
6	53622	06	Golf Course Worker 2
7	21121	29	Grain Warehouse Examiner
7	21122	30	Grain Warehouse Examiner Specialist
7	21261	32	Grain Warehouse Financial Analyst
14	63161	28	Grants Coordinator 1
14	63162	30	Grants Coordinator 2
7	82111	27	Graphic Artist
6	53611	04	Groundskeeper 1
6	53612	05	Groundskeeper 2
6	53613	06	Groundskeeper 3
7	26573	32	Hazardous Materials Coordinator
7	23161	31	Hazardous Materials Investigation Specialist
7	64921	31	Hazardous Materials Specialist
7	26571	31	Hazardous Materials Technician
9	17221	27	Health Financial Resource Specialist 1
9	17222	28	Health Financial Resource Specialist 2

13	84641	30	Health Physicist 1
13	84642	31	Health Physicist 2
13	84643	33	Health Physicist 3
14	63821	27	Hearing Assistant
14	63831	31	Hearing Officer
9	12711	04	Hearings Bailiff
7	24151	30	High Pressure Piping Inspector
6	53211	05	Highway Maintenance Worker 1
6	53212	06	Highway Maintenance Worker 2
6	53213	07	Highway Maintenance Worker 3
6	53214	08	Highway Maintenance Worker 4
13	65951	31	Histotechnologist
13	83831	27	Horticulturist 1
13	83832	28	Horticulturist 2
4	44111	04	Hospital Aide
4	44113	26	Hospital Aide Coordinator 1
4	44114	27	Hospital Aide Coordinator 2
14	63921	34	Industrial Commission District Hearing Officer 1
14	63922	35	Industrial Commission District Hearing Officer 2
7	24391	30	Industrial Inspector
7	24481	28	Industrial Safety Consultant 1
7	24482	29	Industrial Safety Consultant 2
7	24483	31	Industrial Safety Consultant 3
7	24484	33	Industrial Safety Consultant Specialist
7	24471	30	Industrial Safety Hygienist 1
7	24472	31	Industrial Safety Hygienist 2
7	24473	33	Industrial Safety Hygienist 3
7	24474	34	Industrial Safety Hygienist 4
7	24411	29	Industrial Safety Inspector
14	64411	27	Information Writer 1
14	64412	29	Information Writer 2
7	26181	27	Institutional Identification Officer
14	66731	31	Insurance Actuarial Analyst 1
14	66732	33	Insurance Actuarial Analyst 2
14	66733	35	Insurance Actuarial Analyst 3
14	66741	31	Insurance Contract Analyst 1
14	66742	32	Insurance Contract Analyst 2
14	66743	33	Insurance Contract Analyst 3
14	66744	34	Insurance Contract Analyst 4
14	66745	35	Insurance Contract Analyst 5
14	66721	31	Insurance Examiner 1
14	66722	32	Insurance Examiner 2
14	66720	30	Insurance Examiner Trainee
14	66491	32	Insurance Financial Analyst
7	26221	29	Insurance Investigator 1
7	26222	31	Insurance Investigator 2

7	66771	30	Insurance Licensing Examiner
7	24120	30	Interim Boiler Inspector
7	24130	30	Interim Electrical Inspector
14	66411	31	Internal Auditor 1
14	66412	32	Internal Auditor 2
14	66413	33	Internal Auditor 3
14	66421	30	Internal EDP Auditor 1
14	66422	31	Internal EDP Auditor 2
9	64551	26	Inventory Control Specialist 1
14	64552	28	Inventory Control Specialist 2
7	26211	30	Investigator
7	26210	27	Investigator Assistant
3	46511	27	Juvenile Correction Officer
3	46513	28	Juvenile Correction Specialist
14	66331	28	Labor Market Analyst 1
14	66332	30	Labor Market Analyst 2
14	66333	31	Labor Market Analyst 3
7	86110	02	Laboratory Assistant
6	52341	09	Laboratory Machinist
7	86111	24	Laboratory Technician 1
7	86112	25	Laboratory Technician 2
7	86113	27	Laboratory Technologist
6	53811	02	Laborer
6	53813	04	Laborer Crew Leader
13	85911	31	Landscape Architect 1
13	85912	32	Landscape Architect 2
13	85910	28	Landscape Architect Aide
5	42521	01	Laundry Worker
14	63841	30	Law Clerk
7	82121	28	Layout Design Artist
14	63840	28	Legal Intern
14	63511	33	Liaison Officer 1
9	18311	25	Library Assistant 1
9	18312	27	Library Assistant 2
9	18313	27	Library Associate
4	44261	28	Licensed Physical Therapy Assistant
4	44161	09	Licensed Practical Nurse
6	53321	06	Lineworker
13	86151	31	Liquor Control Chemist
7	21111	29	Livestock Inspector
6	22551	07	Lock Area Technician
6	52861	08	Locksmith
6	53851	07	Lottery Delivery Worker
14	46131	26	Lottery Game Security Specialist
6	52311	07	Machinist 1
6	52312	08	Machinist 2

9	12731	03	Mail Clerk/Messenger
13	85531	34	Maintenance Engineer 1
6	53121	06	Maintenance Inspector
6	53111	04	Maintenance Repair Worker 1
6	53112	05	Maintenance Repair Worker 2
6	53113	07	Maintenance Repair Worker 3
14	63211	30	Management Analyst
14	66340	27	Market Reporter
6	52211	07	Mason
7	84321	26	Materials Controller 1
7	84322	27	Materials Controller 2
7	84323	29	Materials Controller 3
7	21233	30	Meat Inspection Specialist
7	21231	30	Meat Inspector
5	42321	04	Meatcutter
9	14721	04	Mechanical Stores Clerk
7	21541	32	Medical Board Enforcement Investigator
7	83250	27	Medical Laboratory Technician
13	83251	30	Medical Laboratory Technologist 1
13	83252	31	Medical Laboratory Technologist 2
14	64361	27	Medical Record Technician 1
14	64362	29	Medical Record Technician 2
14	65221	30	Mental Health Administrator 1
13	83211	29	Microbiologist 1
13	83212	31	Microbiologist 2
13	83213	32	Microbiologist Coordinator
7	24710	30	Mine Rescue Operations Coordinator
7	24711	31	Mine Safety Inspector 1
7	24712	33	Mine Safety Inspector 2
14	64181	31	Minicomputer Operations Technician
14	64182	33	Minicomputer Systems Programmer
14	69151	28	Minority Business Coordinator
14	69150	28	Minority Business Officer
6	52141	06	Motor Fleet Coordinator
14	24361	29	Motor Vehicle Dealer Investigator
14	24321	29	Motor Vehicle Enforcement Investigator
7	24351	28	Motor Vehicle Inspector
6	53831	04	Mover 1
6	53832	07	Mover 2
13	22541	28	Naturalist
13	22540	26	Naturalist Aide
6	22242	07	Net Construction Specialist
6	22241	05	Net Constructor
9	66931	27	Nosologist
7	24123	31	Nuclear Boiler Inspector
13	22351	27	Nursery Coordinator

7	21531	30	Nursing Board Enforcement Agent
9	66191	27	Nursing Home and Hospital Examiner 1
14	66192	28	Nursing Home and Hospital Examiner 2
14	66193	29	Nursing Home and Hospital Examiner 3
9	64241	31	OBES Program Monitor
4	44310	28	Occupational Therapy Assistant
9	12511	25	Office Assistant 1
9	12512	26	Office Assistant 2
9	12513	27	Office Assistant 3
7	24721	28	Oil and Gas Well Inspector
6	52251	07	Painter 1
6	52252	08	Painter 2
14	63810	27	Paralegal/Legal Assistant
4	65313	29	Paramedic
6	53841	03	Parking Facilities Attendant
6	22511	05	Parks Conservation Aide
6	22513	07	Parks Conservation Coordinator
14	16531	27	Payroll Deductions Specialist 1
14	16532	28	Payroll Deductions Specialist 2
9	16521	26	Payroll Processing Specialist 1
9	16522	27	Payroll Processing Specialist 2
6	46552	29	Penal Workshop Quality Control Specialist
6	46551	28	Penal Workshop Specialist
9	84571	26	Permit Technician 1
9	84572	30	Permit Technician 2
4	17331	05	Personal Services Worker
9	64620	26	Personnel Aide
14	64691	28	Personnel Testing Information Controller
14	64671	28	Personnel Testing Specialist 1
14	64672	30	Personnel Testing Specialist 2
7	21171	29	Pesticide Control Specialist
4	42741	05	Pharmacy Attendant
7	21561	31	Pharmacy Board Compliance Agent
4	86121	27	Phlebotomist
7	82220	25	Photo Laboratory Assistant
13	82322	29	Photogrammetrist 1
7	82322	29	Photogrammetrist 1
7	82323	30	Photogrammetrist 2
7	82324	31	Photogrammetrist 3
7	82320	27	Photogrammetry Technician 1
7	82321	28	Photogrammetry Technician 2
7	82221	26	Photograph Developer
7	82210	28	Photographer
13	85311	28	Planner 1
13	85312	32	Planner 2
13	85411	34	Planning Engineer 1

13	85211	34	Plans Examiner
13	21181	32	Plant Pathologist
7	21161	29	Plant Pest Control Specialist
6	52221	06	Plasterer
6	52261	07	Plumber 1
6	52262	08	Plumber 2
7	24161	30	Plumbing Inspector 1
7	24162	31	Plumbing Inspector 2
7	24312	28	Portable Load Limit Inspector
7	21212	26	Poultry Products Inspector
9	52760	29	Printing Coordinator
7	52731	08	Printing Machine Operator
14	64111	30	Programmer/Analyst 1
14	64112	32	Programmer/Analyst 2
14	64113	33	Programmer/Analyst 3
14	64114	34	Programmer/Analyst 4
14	64115	35	Programmer/Analyst 5
14	64141	32	Programmer Specialist 1
14	64142	33	Programmer Specialist 2
13	85511	31	Project Engineer 1
13	85512	32	Project Engineer 2
13	85510	30	Project Engineer Intern
7	84351	26	Project Inspector 1
7	84352	29	Project Inspector 2
14	84561	26	Property Agent 1
14	84562	27	Property Agent 2
14	84563	28	Property Agent 3
14	84564	29	Property Agent Coordinator
14	84533	29	Property Management Coordinator 1
14	84534	31	Property Management Coordinator 2
14	84531	26	Property Management Specialist 1
14	84532	28	Property Management Specialist 2
3	44141	27	Psychiatric Attendant
3	44142	28	Psychiatric Attendant Coordinator
14	64420	30	Public Information Specialist
9	64431	27	Public Inquiries Assistant 1
9	64432	29	Public Inquiries Assistant 2
7	26251	30	Public Utilities Customer Service Investigator
7	23191	30	Public Utilities Electric Compliance Investigator
7	23181	33	Public Utilities Gas Pipeline Safety Investigator
7	23171	30	Public Utilities Telephone Compliance Investigator
7	23111	28	Public Utilities Transportation Investigator 1
7	23112	29	Public Utilities Transportation Investigator 2
7	23121	30	Public Utilities Transportation Examiner
7	23131	30	Public Utilities Water and Sewer Compliance Investigator
14	63151	28	Publication Specialist 1

14	63152	30	Publication Specialist 2
14	64413	31	Publications Editor
14	64522	28	Purchasing Agent
9	64520	26	Purchasing Assistant
14	64523	30	Purchasing Coordinator
14	64521	28	Purchasing Specialist
14	64591	31	Purchasing Standards Analyst
7	24911	27	Racing Inspector
7	24461	30	Radiation Safety Officer 1
7	24462	31	Radiation Safety Officer 2
9	52441	05	Radio Dispatcher
9	52431	06	Radio Operator
7	52421	06	Radio Technician 1
7	52422	09	Radio Technician 2
7	52423	10	Radio Technician Specialist
7	84631	29	Radiological Analyst 1
7	84632	31	Radiological Analyst 2
7	84421	29	Radiological Instrument Technician 1
7	84422	30	Radiological Instrument Technician 2
7	23311	29	Railroad Inspector 1
7	23312	31	Railroad Inspector 2
7	23313	32	Railroad Inspector 3
14	84591	30	Real Estate Disposition Coordinator
7	24742	31	Reclamation Inspector
7	24741	29	Reclamation Inspector Trainee
14	63271	27	Records Management Officer
4	18531	04	Recreation Aide
4	18141	25	Rehabilitation Aide
14	84541	28	Relocation Agent 1
14	84542	30	Relocation Agent 2
14	84544	31	Relocation Coordinator
9	12421	25	Reproduction Equipment Operator 1
9	12422	27	Reproduction Equipment Operator 2
6	54461	08	Research Vessel Operator
14	66921	28	Researcher 1
14	66922	30	Researcher 2
14	66923	32	Researcher 3
14	84521	29	Review Appraiser 1
14	84522	30	Review Appraiser 2
14	84711	27	Road Inventory Specialist 1
14	84712	28	Road Inventory Specialist 2
6	53631	04	Roadside Park Caretaker 1
6	53632	05	Roadside Park Caretaker 2
6	53633	07	Roadside Park Caretaker 3
6	53241	05	Routemarker 1
6	53242	08	Routemarker 2

7	24433	30	Safety and Health Compliance Inspector
7	24442	33	Safety and Health Consultant
7	24441	32	Safety and Health Coordinator
7	24431	28	Safety and Health Inspector 1
7	24432	29	Safety and Health Inspector 2
9	66751	27	Safety Responsibility Evaluator 1
9	66752	29	Safety Responsibility Evaluator 2
9	12431	04	Salvage Machine Operator
13	65730	28	Sanitarian 1
13	65731	30	Sanitarian 2
13	65732	31	Sanitarian 3
13	65733	31	Sanitarian 4
13	65734	32	Sanitarian Program Specialist
9	12551	27	Secretary
14	66611	31	Securities Analyst 1
14	66612	32	Securities Analyst 2
14	66613	33	Securities Analyst 3
14	66614	34	Securities Analyst 4
14	66581	29	Securities Examiner 1
14	66582	30	Securities Examiner 2
14	66591	31	Securities Specialist 1
14	66592	32	Securities Specialist 2
14	66593	33	Securities Specialist 3
14	66594	34	Securities Specialist 4
3	46111	25	Security Officer 1
3	46112	26	Security Officer 2
7	21153	29	Seed Analyst
7	21151	29	Seed Inspector
6	52271	07	Sheet Metal Worker 1
6	52272	08	Sheet Metal Worker 2
6	53411	07	Sign Worker
6	53322	07	Signal Electrician 1
6	53323	08	Signal Electrician 2
6	53320	05	Signal Electrician Assistant
4	17321	05	Social Service Aide
7	69481	28	Social Services Licensing Specialist
13	83811	31	Soils Resource Specialist
14	63280	28	Space Planner
13	22323	30	Staff Forester
9	66221	27	State Accountant Examiner
14	66231	31	State Accounting Specialist
7	52741	29	State Printing Officer
14	63291	30	State Records Management Analyst
9	12441	27	State Records Technician 1
9	12442	28	State Records Technician 2
6	54531	08	Stationary Engineer 1

6	54532	09	Stationary Engineer 2
7	24311	27	Stationary Load Limit Inspector
14	66911	29	Statistician 1
14	66912	30	Statistician 2
9	12121	27	Statistics Clerk
7	54571	30	Steam Engineer Examiner
6	52231	07	Steam Fitter 1
6	52232	08	Steam Fitter 2
9	14741	25	Storekeeper 1
9	14742	27	Storekeeper 2
9	14711	03	Stores Clerk
14	66171	29	Student Loan Auditor
14	66173	31	Student Loan Consultant
9	66561	26	Student Loan Specialist 1
9	66562	27	Student Loan Specialist 2
9	66563	28	Student Loan Specialist 3
9	17211	27	Supplemental Income Claims Processor
7	84211	26	Survey Technician 1
7	84212	28	Survey Technician 2
7	84213	29	Survey Technician 3
13	85561	31	Surveyor
7	85560	30	Surveyor Trainee
14	64121	34	Systems Analyst 1
14	64122	35	Systems Analyst 2
14	64123	36	Systems Analyst 3
14	64191	33	Systems Programmer 1
14	64192	34	Systems Programmer 2
6	52851	06	Tailor
14	66811	28	Tax Commissioner Agent 1
14	66812	29	Tax Commissioner Agent 2
14	66813	30	Tax Commissioner Agent 3
14	66814	31	Tax Commissioner Agent 4
14	66815	32	Tax Commissioner Agent 5
14	63351	32	Technical Medical Liaison
9	84361	26	Technical Writer 1
9	84362	28	Technical Writer 2
14	52491	34	Telecommunications Analyst 1
14	52492	35	Telecommunications Analyst 2
14	52481	09	Telecommunications Network Operator 1
14	52482	11	Telecommunications Network Operator 2
14	52483	12	Telecommunications Network Operator 3
14	52490	30	Telecommunications Service Request Coordinator
14	67111	33	Telecommunications Systems Analyst 1
14	67112	34	Telecommunications Systems Analyst 2
14	67113	35	Telecommunications Systems Analyst 3
9	52411	08	Telecommunications Technician 1

9	52412	10	Telecommunications Technician 2
9	52413	11	Telecommunications Technician Coordinator
9	12131	04	Telephone Operator 1
9	12132	25	Telephone Operator 2
9	64641	26	Test Monitor
13	85631	32	Testing Engineer 1
13	85841	32	Testing Specialist
4	44112	05	Therapeutic Program Worker
4	44260	26	Therapy Aide
14	84551	25	Title Agent 1
14	84552	27	Title Agent 2
14	84553	28	Title Agent 3
9	64343	26	Tour Coordinator
9	64341	04	Tour Guide
9	84391	27	Traffic Analyst
13	85651	34	Traffic Engineer 1
14	66761	30	Traffic Safety Specialist
9	84381	25	Traffic Technician 1
9	84382	26	Traffic Technician 2
14	64651	28	Trainer
14	64652	31	Training Officer
13	85641	32	Transportation Engineer 1
13	85642	33	Transportation Engineer 2
13	85640	31	Transportation Engineer Intern
13	85871	31	Transportation Technician
13	85873	32	Transportation Technician 1
13	85874	33	Transportation Technician 2
13	85875	34	Transportation Technician 3
9	64371	25	Travel Counselor 1
9	64372	26	Travel Counselor 2
6	54610	06	Treatment Plant Aide
6	54613	08	Treatment Plant Coordinator 1
6	54614	31	Treatment Plant Coordinator 2
6	54612	07	Treatment Plant Operator
6	54611	06	Treatment Plant Operator in Training
7	52721	08	Typesetting Technician
14	63951	34	UC Administrative Hearing Officer Trainee
14	66441	30	Unclaimed Funds Auditor 1
14	66442	31	Unclaimed Funds Auditor 2
14	66443	32	Unclaimed Funds Auditor 3
14	66444	33	Unclaimed Funds Auditor 4
9	16741	25	Unemployment Claims Examiner 1
9	16742	26	Unemployment Claims Examiner 2
9	16743	27	Unemployment Claims Examiner 3
9	16744	29	Unemployment Claims Examiner 4
9	16745	30	Unemployment Claims Specialist

14	66131	30	Unemployment Compensation Compliance Auditor 1
14	66132	31	Unemployment Compensation Compliance Auditor 2
9	66121	26	Unemployment Contributions Examiner 1
9	66122	27	Unemployment Contributions Examiner 2
9	66123	28	Unemployment Contributions Examiner 3
9	66124	30	Unemployment Contributions Examiner 4
9	66125	31	Unemployment Contributions Examiner 5
6	52831	05	Upholsterer
14	63881	34	Utilities Attorney Examiner 1
14	63882	35	Utilities Attorney Examiner 2
14	84581	29	Utilities Relocation Technician 1
14	84582	30	Utilities Relocation Technician 2
14	84583	31	Utilities Relocation Technician 3
14	63891	34	Utility Attorney
14	66161	28	Utility Auditor 1
14	66162	30	Utility Auditor 2
14	66163	32	Utility Auditor Coordinator
14	66941	28	Utility Rate Analyst 1
14	66942	30	Utility Rate Analyst 2
14	66943	32	Utility Rate Analyst Coordinator
13	66951	31	Utility Specialist 1
13	66952	33	Utility Specialist 2
13	66953	35	Utility Specialist 3
6	54441	04	Vehicle Operator 1
6	54442	06	Vehicle Operator 2
9	64220	28	Veteran Employment Representative
13	65911	33	Veterinarian Specialist
13	65931	36	Veterinary Pathologist
13	65921	36	Veterinary Toxicologist
4	18131	25	Vocation Instructor 1
4	18132	26	Vocation Instructor 2
13	85731	32	Water Quality Engineer 1
7	21251	28	Weights and Measures Inspector 1
7	21252	29	Weights and Measures Inspector 2
7	21253	30	Weights and Measures Technologist
6	52321	06	Welder 1
6	52322	07	Welder 2
13	22213	28	Wildlife Area Coordinator
13	22212	27	Wildlife Area Technician
13	22281	30	Wildlife Biologist 1
13	22282	31	Wildlife Biologist 2
13	22851	30	Wildlife Management Consultant
6	22280	28	Wildlife Research Technician
9	12611	26	Word Processing Specialist 1
9	12612	27	Word Processing Specialist 2
9	16711	28	Workers' Compensation Claims Representative 1

9	16712	29	Workers' Compensation Claims Representative 2
9	16713	30	Workers' Compensation Claims Representative 3
9	16714	31	Workers' Compensation Claims Representative 4
9	16715	33	Workers' Compensation Claims Analyst
9	66431	30	Workers' Compensation External Auditor
9	66432	33	Workers' Compensation External Auditor Analyst
4	86321	27	X-Ray Technician
4	86322	28	X-Ray Technologist
6	22131	27	YCC Work Project Coordinator
3	46611	06	Youth Leader (Blind/Deaf School)

## **UNIT-SPECIFIC AGREEMENTS UNIT 4**

### **Overtime**

#### **4.1 - Overtime Roster**

Bargaining Unit 4 employees shall be canvassed on a quarterly basis for their willingness to work overtime. Employees who wish to be called back for overtime outside of their regular hours shall have a residence telephone and shall provide their phone number to their supervisor. Overtime rosters by classification shall be established for each facility. Employees shall be listed according to state seniority on the appropriate classification overtime roster. The roster shall include all employees within the classification willing to work overtime regardless of the shift. Such overtime rosters shall be provided to the steward. Overtime rosters shall be posted at the sign-in location or in location(s) at the facility which enable employees to review the roster. This list shall be revised and posted each payroll period. The location(s) of overtime rosters is an appropriate subject for facility Labor/Management discussion.

#### **4.2 -Maintenance of the Roster**

Overtime rosters shall include the number of voluntary overtime hours worked and refused and shall be updated each payroll period. An employee who is offered but refused overtime assignment shall be credited on the roster with the amount of overtime refused. Following the quarterly canvass for willingness to work overtime, the overtime roster shall be purged of voluntary overtime hours worked and refused, and the procedure for the calling of overtime shall begin anew. With the exception of those who refused voluntary overtime during the quarterly canvass, employees who become available for voluntary overtime shall be placed on the appropriate classification roster by state seniority but shall be credited with the same number of voluntary hours worked and refused as the employee on the roster with the greatest number of voluntary hours worked and refused.

#### **4.3**

Should management determine the need for overtime, the following procedure should be applied:

- A. Initial distribution of voluntary overtime shall be based on seniority within the classification regularly assigned the work starting with the most senior employee in the classification.
- B. After the initial distribution, voluntary overtime shall be equitably distributed on a rotating basis to those employees within the classification having the least amount of overtime worked and refused. After the initial distribution, seniority prevails only in cases of ties.
- C. An employee who agrees to work overtime and then fails to report for said overtime shall be credited with double the amount of overtime accepted, unless extenuating circumstances arose which prevented the employee from reporting. In such cases, the employee will be credited as if he/she refused the overtime.

#### **4.4**

Overtime shall be assigned by seniority in the position classification regularly assigned the work. The list of employees shall include all employees regardless of shift. If no employee in the position classification regularly assigned the work accepts the overtime assignment, it may be offered to employees on backup overtime rosters in similar direct care classifications. Overtime worked and refused by employees on backup overtime rosters in similar direct care classifications shall be included on the overtime roster described in Section 1 and 2 of this procedure. If no employee on the backup overtime rosters in similar direct care classification accepts the overtime assignment, it may then be offered to employees on a backup roster of individuals capable of performing the duties of the classification needed.

The development of backup overtime rosters is an appropriate subject for facility labor/management discussion. It is understood that backup overtime rosters are for the purpose of reducing or avoiding the need for mandatory overtime.

#### **4.5**

Overtime shall not be offered to or required of an employee on an approved leave. Employees returning from an extended leave of twenty-eight (28) days or more shall be credited with the same amount of overtime worked and refused as the employee on the roster with the greatest number of voluntary hours worked and refused.

#### **4.6**

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

#### **4.7**

Should adequate overtime coverage not be obtained through voluntary overtime, employees within the needed classification may be mandated to work overtime using the following procedures:

- A. After exhausting the voluntary overtime procedure and before calling mandatory overtime, exempt employees may be used to perform the needed overtime.
- B. The least senior employee(s) regularly assigned the work shall be contacted and required to work overtime.
- C. Employees who regularly perform the work shall be contacted and required to work in reverse order of seniority beginning with the least senior until the required number of staff is available.
- D. Mandatory overtime shall not be credited for voluntary overtime equalization.

#### **4.8**

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

#### **4.9**

Specific arrangement for implementation of the overtime provisions shall be discussed at the facility Labor/Management Committee Meetings within forty-five (45) days following the effective date of this Agreement. If these matters remain unresolved in ninety (90) days following the effective date of this Agreement, it shall be discussed in an agency Labor/Management meetings that is established for this purpose.

#### **4.10**

The parties may mutually agree at facility Labor/Management meeting to utilize alternate overtime procedures.

## **UNIT 6**

### **6.1 - Overtime**

Overtime worked during the snow and ice season will be determined by the following procedures:

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

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

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

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

overtime opportunity for this list. Management will document all phone calls for call out to employees on the second list.

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

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

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

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

E. Only those employees on the first overtime list have the right to grieve under Article 25 of the contract. (Those employees who normally perform the work of snow and ice removal.)

### **6.2 - Overtime Roster**

The Agency agrees to post and maintain overtime rosters in areas where employees work and/or report in and shall make available a copy to a facility steward upon request within a reasonable period of time not to exceed five (5) work days. In the absence of a facility steward, a union staff representative may request this information. Posted overtime rosters shall be updated at least every pay period.

### **6.3 - Overtime Phone Log**

The employer shall establish a phone log procedure to verify phone calls to employees being called out for the purpose of overtime. In the event there is a dispute about which employee(s) was/were called out, the phone log will be used for verification. In locations where there are computer verified phone calls, the computer list may be used.

### **6.4 - Educational Seminars and Training**

Employees shall be notified as soon as reasonably possible in advance when they are to attend training and/or seminars if such training and/or seminars require an overnight stay.

### **6.5 - Standby**

An employee will be on stand-by and entitled to stand-by pay if he/she is required by the Agency or supervisor in writing to be on standby.

If the reason for stand-by is eliminated, management may cancel the stand-by with a telephone call direct to the employee with a follow up letter to the employee verifying the cancellation and the time cancelled.

## **AGENCY SPECIFIC AGREEMENTS**

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

### **OHIOBUREAU OF EMPLOYMENT SERVICE**

#### **1000 Hour Assignment**

When fluctuations in workload or fluctuations in funding necessitate the reassignment of Employment Services or Unemployment Compensation Claims personnel, the Administrator of the Ohio Bureau of Employment Services or designee may reassign such personnel to duties other than those assigned to the position to which the individual employee has been appointed provided that the affected employee possesses the minimum qualifications for the position to which they are being reassigned. Such

reassignments shall not occur more than two (2) times in a state fiscal year, and such reassignment(s) shall not exceed a cumulative total of one thousand (1000) hours per employee per state fiscal year. During each reassignment, if an employee is needed in his/her permanent job, the time in the permanent job shall count toward the one thousand (1000) hours. During such reassignment the affected employee(s) shall suffer no loss of pay, benefits or seniority. Where such reassignment is to a higher paying classification, the employee will receive the pay of the higher classification.

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

#### **Error! Bookmark not defined. Temporary Report-in Locations**

In OBES Operations Division temporary report-in locations to a local office other than the employee's normal report-in location may be utilized for periods not to exceed fifteen (15) consecutive work days unless mutually agreed otherwise.

Employees required to report to locations other than their normal report-in location shall be chosen from employees who normally perform the work needed. The Employer will prepare and post a roster, listing the eligible employees in seniority order. When a need for an employee to report to a different report-in location arises, affected employees will be provided with at least three (3) days advance notice where feasible and the Employer will canvass employees on the roster in seniority order to determine if employees wish to accept the alternate report-in location. If there are no volunteers, employees shall be assigned to the temporary report-in location on a rotating basis in inverse order or seniority. Each employee accepting or reporting to an alternate report-in location shall be credited with the assignment.

### **OHIO BUREAU OF WORKERS' COMPENSATION**

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

### **DEPARTMENT OF ADMINISTRATIVE SERVICES**

- A. Prior to posting a Security Officer vacancy, the Division of Public Works, will maintain the current practice of canvassing Security Officers assigned to the facility in which a vacancy occurs, for individual

preference to move to the vacant shift. Canvassing will be conducted in state seniority order. The resulting shift will then be posted as a vacancy pursuant to Article 17.

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

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

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

## **DEPARTMENT OF COMMERCE**

Notwithstanding the provisions of Section 17.05, applications for vacancies in the Ohio Department of Commerce shall be divided as follows:

A. All employees in the geographic district of the agency (Appendix J) where the vacancy is located, who possess and are proficient in the minimum qualifications contained in the classification specification and position description.

B. All other employees in the State.

## **DEPARTMENT OF HUMAN SERVICES**

Effective with the pay period that begins June 26, 1994, an employee who transfers directly from an Ohio County Department of Human Services to the Ohio Department of Human Services will have his/her service time with that county Department of Human Services credited for determining the rate of accrual of vacation.

Effective with the pay period that begins June 26, 1994, an employee who was hired by the Ohio Department of Human Services after July 1, 1986 and prior to June 26, 1994, and who experienced a break in service of less than thirty (30) days from the date of termination of employment with an Ohio County Department of Human Services and start of employment with the Ohio Department of Human Services, shall be credited with service from that county Department of Human Services for the purpose of determining the rate of accrual of vacation. Adjustment in vacation accrual rates shall be effective with the pay period that begins June 26, 1994, and no adjustments will be made to vacation balances existing as of the pay period ending June 25, 1994. An employee must submit proof of prior service with the Ohio County Department of Human Services to the agency designee no later than June 1, 1994.

Such service credit shall apply only to the computation of the rate of vacation accrual and shall have no other application as service credit as provided for in this Agreement.

## **DEPARTMENT OF MENTAL HEALTH**

### **Transportation Reimbursement**

The Department of Mental Health agrees to reimburse employees in State Operated Community Services (S.O.S.) who during the course of their normal duties, are required to and actually transport clients/consumers in their own personal vehicle on a regular basis. The purpose of the payment is to reimburse employees for the cost of an automobile rider to their existing insurance policy. To be eligible for the reimbursement, the employee must demonstrate the following:

- A. That he/she is normally required to transport clients/consumers in the course of their duties;
- B. That there is no access to or available state vehicles;
- C. That public transportation can not be used;
- D. That their insurance company requires a special rider on their existing automobile policy;
- E. Proof that such a rider has been purchased;
- F. Proof of a valid drivers license and insurance policy.

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

The reimbursement to such employee(s) is the actual cost of the rider not to exceed \$75.00 per year which ever is less. This reimbursement will be paid on a yearly basis beginning with the signing of this Agreement and paid again the following pay period that includes July 1, 1995 for the life of this Agreement. Employees who either resign, retire or have their employment terminated during the year and employees who start during any part of the year will have the reimbursement prorated. In the case of employees who either retire, resign, or have their employment terminated will have that portion of the reimbursement repaid to the state, in the last pay check.

**S.O.S. Problem-Solving Group**

A. Training - which means both training of hospital employees which will enable them to move into S.O.S. programs and ongoing training of S.O.S. employees currently in S.O.S. programs.

- 1. Training shall be developed on a local level. Each hospital shall develop S.O.S. training that is designed to reflect the particular needs of that area. This will be developed with input from OCSEA and the hospital as well as certain particular requirements that may be set forth by central office or the accreditation bodies. In certain instances, it may be in conjunction with the other unions in a particular hospital due to the needs of the S.O.S. program(s).
- 2. Areas to be decided at the local level are:
  - a. types of training programs to be offered;
  - b. class size;
  - c. frequency of offerings of the training;
  - d. amount of class time and field experience;
  - e. the amount of time any specific training is valid (good for).

If there are disputes that can not be resolved regarding issues in A2, they will be taken to the agency statewide labor-management committee.

- 3. Training for inpatient staff will be offered to all employees who volunteer. Priority will be given to direct care staff in order of seniority of those who volunteer. The amount of training that can be offered must fit into budgetary constraints.
- 4. Additional training will be offered, if necessary, after the announcement of a proposed layoff, abolishment, or in the case of the establishment of a new S.O.S. program(s).
- 5. Employees must successfully complete the training **before** they are eligible to move into S.O.S.
- 6. Successful completion is defined by the local/individual areas as determined in A1 and A2, which includes standards set by central office and any accrediting bodies.
- 7. S.O.S. training is mandated as follows:
  - a. in all hospitals that have S.O.S. programs or are starting S.O.S. programs;
  - b. in all existing S.O.S. programs.

The frequency will be determined in the local labor-management committees.

B. Performance Appraisal

1. An additional performance appraisal instrument will be used to supplement the department of administrative services form. Its purpose is two fold; to better document for the requirements of JCAHO and medicaid and to further supplement the specific categories on the "DAS" form.
2. Both forms will be kept in the employee's personnel file.
3. The employee will get a copy of both forms.

C. Evaluation period

All employees that go into an S.O.S. program(s) will serve an evaluation period of 120 calendar days irrespective of classification and S.O.S. program.

D. Re-entry from S.O.S.

Within the 120-calendar day evaluation period, the employee or the employer may re-enter or be returned to the hospital from S.O.S. program(s). Due to the fact that the hospitals are "right-sizing" and that the Department in conjunction with the Union are engaged in a process to develop the future of the inpatient hospitals; employees generally have no place to go back to in the hospital. Therefore, after the evaluation period, employees will not have the right to re-enter the hospital. Further, existing employees who are currently in S.O.S. programs and were once covered by re-entry agreements will no longer have the right to re-enter the hospital.

Employees in S.O.S. programs shall only be returned to the hospital if there is a work area opening/vacancy that the Department agrees to fill with that employee.

If the Department initiates returning an employee from S.O.S. to the hospital outside of the evaluation period, it must show just cause that the employee can not perform the duties of that position.

**Bumping into S.O.S.**

**Mutual Understanding:**

The Department of Mental Health affirms its intent, on a permanent basis, to be a substantial provider of services as specified in the Mental Health Act of 1988. The substantial provider role will include the delivery of inpatient services and/or state operated community services. Substantial provider shall mean as the current inpatient service capacity decreases, that the existing direct service capacity will be shifted to the community side, without supplanting locally provided community services, and subject to locally planned and managed systems of care.

Direct care state employees will be utilized where possible in newly created State Operated Community Service (S.O.S.) Programs provided that the new programs do not supplant locally provided community services and subject to locally planned and managed systems of care.

**Bumping:**

Employees in the Department of Mental Health have the right to bump within the hospital in accordance with Article 18 of the collective bargaining Agreement. However, if the employee chooses not to bump within the hospital or can not bump another employee in the hospital, the following provisions apply and supersede any conflicting provision(s)/section(s) of Article 18, ORC 124.321, and OAC 123:1-41-1 through 22.

1. In the case(s) of layoff(s)/abolishment(s); employees shall only have the right to bump into vacant position(s) in either a newly created S.O.S. program(s) or a vacant position(s) in an existing S.O.S. program(s) as long as the positions are in an equal or lower position in the same, similar or related class series (see Appendix I) provided that the affected employee is qualified to perform the duties. In no case shall the bump be to a position in a higher classification or one that constitutes a promotion. If these vacancy bumping opportunities exist, employees shall make their bumping selection to such positions first, beginning with the most senior and progressing to least senior. If the employee does not or fails to select a bump to such a vacancy, the employee will have exhausted all of their bumping rights under Article 18 of the contract and they will be laid off.

Vacancies established in S.O.S. whether due to the creation of new S.O.S. programs or due to vacancies in existing S.O.S. programs are not subject to the recall and/or reemployment section of Article 18. Employees targeted for a layoff/abolishment(s) have first right to all vacancies in S.O.S. programs.

Employees do retain their five-year rule right to bump into the same classification(s) they held in the previous five years. However this right to bump is also confined to those vacancies in newly created S.O.S. programs or vacancies in existing S.O.S. programs. At no time shall an employee have the right to bump into occupied S.O.S. positions under this provision.

Employees retain their rights to bump lesser appointment types such as intermittents, interims, and seasonal appointments.

Employees also retain their right to accept the proposed layoff/abolishment.

2. The parties agree that the establishment of S.O.S. programs is a collaborative effort between the ODMH and the community mental health boards. In the event that ODMH is prevented from establishing new S.O.S. program(s)/position(s) which do not supplant locally provided community services or are subject to locally planned and managed systems of care as stated above in the mutual understanding, then the following additional bumping rights apply:

In the case(s) of lay off(s)/abolishment(s); employees have the right to bump into existing occupied S.O.S. positions in the same manner as stated in Article 18.

These bumping provisions in number one (1) and two (2) apply to "direct care employees" only.

3. Further, no newly hired employee or transferred, promoted, laid off or displaced employee, in the hospital or the geographic district (see Appendix J), have the right to bump into any occupied S.O.S. position(s) as of the signing of this Agreement.

All other non-direct care classifications have contractual rights under Article 18 except as modified in this agency specific agreement.

4. All employees who exercise the right to bump into S.O.S. positions under number one (1) and/or number two (2), must successfully complete the training before bumping into S.O.S. position(s) and must also serve a 120 calendar day evaluation period as agreed to by the parties.

5. If layoffs or abolishments occur within S.O.S. programs, the affected employees have bumping rights:

- a. first within S.O.S. programs operated by that facility;
- b. second within that hospital;
- c. third within the geographic district within the hospital only.

Employees in S.O.S. programs of one hospital do not have the right to bump into occupied positions in S.O.S. in another hospital inside or outside of the geographic district (see Appendix J).

6. Any or all of these bumping rights may be changed by mutual agreement of the parties and/or by the provisions of Section 18.11.

## **DEPARTMENT OF NATURAL RESOURCES**

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

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

1. Approximately 600 employees work for a limited duration. Those employees working in the Division of Parks and Recreation cannot exceed 720 hours in a year. All other limited duration employees cannot exceed 1000 hours in a year.

2. Fixed term with Regular Hours Employees

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

3. Fixed term Irregular Hours Employees

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

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

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

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

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

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

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

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

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

## **DEPARTMENT OF REHABILITATION AND CORRECTION**

### **A. Hats and Ties**

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

### **B. Pick-a-Post**

The State and the Union agree to initiate a pilot procedure during the term of this Agreement to assess alternative approaches to the effective deployment of human resource in institutions of the Department of Rehabilitation and Correction. Such pilot procedures will be developed and founded on the following concepts:

1. An oversight committee composed of equal numbers, of no less than three (3) but no more than five (5) members each, from management and the Union will be appointed within twenty (20) days of the signing of this Agreement. The Committee shall develop and monitor parameters for the implementation of staff deployment and assignment procedures (pick-a-post) in selected pilot programs. The committee shall hold an initial meeting within thirty (30) days of the signing of this Agreement and shall cease to exist upon expiration of this Agreement.
2. During the first year, the Committee shall select at least three (3) institutions at which to conduct pilot projects. Additional institutions may be selected by mutual agreement of the oversight committee. The purpose of the pilot projects will be to evaluate the effectiveness of various methods of human resource deployment and assignment.
3. A local implementation committee shall be established at each selected institution to develop and monitor the pilot project, within parameters established by the oversight committee. The local implementation committee shall submit regular reports of progress to the oversight committee and the oversight committee may provide appropriate assistance.
4. After a pilot project has been in effect for a minimum of six (6) months, but not longer than one (1) year, the oversight committee shall conduct a detailed evaluation of the effectiveness of the pilot.
5. During the pilot program, grievances at selected institutions regarding post selection or assignment which are filed by employees in classifications covered by the pilot shall be processed only through Step 3. All grievances and answers shall be reviewed by the oversight committee.

**C. Probationary Period for CO's**

Effective March 1, 1994, the probationary period for employees in the classification of Correctional Officer will end 180 days after completion of the initial period of training at the Corrections Training Academy.

**OHIO DEPARTMENT OF TRANSPORTATION**

**A. 13.06 - Report-In Locations**

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

Field employees for purposes of this Section shall be defined as project inspectors or other construction personnel assigned to construction projects who do not have the district office as a normal report-in location.

**B. 13.07 - Overtime**

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

Insofar as practicable, overtime opportunity hours shall be equitably distributed on a rotating basis by seniority among those who normally perform the work as defined in the classification specification and/or position description. In the event the Employer has determined the need for overtime, and if a sufficient number of employees is not secured through the above provisions, the Employer shall have the right to require the least senior employee(s) who normally performs the work to perform said overtime. The overtime policy shall not apply to overtime work which is specific to a particular employee's classification and/or position description or specialized work assignment or when the incumbent is required to finish a work assignment.

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

Employees shall be canvassed quarterly as to whether they would like to be offered overtime and placed on the appropriate overtime roster by classification for that facility, work unit, or project. Overtime work which contains duties that are common to a classification series shall be equitably distributed among those employees within the appropriate series on that particular roster. Overtime opportunity hours shall be carried from project to project and assignment to assignment. Overtime opportunities worked outside an employee's position description and/or classification specifications shall not be carried back to the employee's regular roster. Employees who wish to be offered overtime shall provide a telephone number to their supervisor where they may be contacted by their supervisor.

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

An employee who is offered but refuses an overtime assignment shall be credited on the roster with the amount of overtime refused. An employee who agrees to work overtime and then fails to report for said overtime shall be credited with the amount of overtime offered, and shall be liable for discipline unless extenuating circumstances arose which prevented him/her from reporting.

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

An employee on leave shall be considered as refusing all overtime opportunities until their next scheduled shift unless he/she has informed the supervisor as to his/her availability prior to their departure for the leave.

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

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

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

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

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

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

In October of each year, management shall canvass employees who do not normally perform snow and ice removal duties to volunteer for overtime opportunities to do this work when regular overtime rosters

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

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

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

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

#### **C. 13.08 - Call Back Pay**

In ODOT, employees who are called back to work and do report outside their regularly scheduled shift will be paid a minimum of two and one-half (2 1/2) hours at the overtime rate of pay and will be put on the appropriate overtime roster.

However, an employee called-in for snow and ice removal to work for a time period abutting his/her shift will be paid a minimum of one (1) hour at the overtime rate of pay.

#### **D. 1000 Hour Assignment**

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

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

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

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

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

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

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

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

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

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

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

Unit 7 employees on 1000 hour assignment shall have the right to request in writing to be assigned project work which becomes available prior to the completion of the 1000 hour assignment.

**E. Step 3 Grievance Meetings**

Step 3 grievance meetings will normally be held at the work site of the grievant. If the meeting is held at the district head-quarters, the chief steward will be permitted to participate in the meeting.

**F. Tool Allowance**

Auto mechanics shall receive an annual tool allowance of \$250.00 payable not later than the second pay period of February, 1994, and each year of the contract thereafter.

**G. Uniforms**

Auto mechanics who choose to wear uniforms shall be provided a uniform allowance of \$100.00 annually payable no later than the second pay period in February of 1994, and each year of the contract thereafter.

**H. 17.09 - Permanent Relocation**

The contractual provisions of permanent relocation contained in Section 17.09 do not apply to ODOT transfers within a county. If there is reason to believe that such transfers are made for other than operational needs, the employee may write a letter of complaint to his/her immediate Deputy Director. If the complaint is substantiated, the Deputy Director shall take appropriate corrective action. If the employee is not satisfied with the response of the immediate Deputy Director, he/she may appeal to the Deputy Director of Labor Relations. The Deputy Director of Labor Relations agrees to provide the Union, upon request, a meeting or written rationale for the permanent relocation. It is to be noted that the permanent relocation may be implemented prior to the above process.

**For Pilots 1 and 2 in the Division of Aviation**

**Crew Scheduling**

- A. Implement a true flex schedule. Working hours would change daily (M-F) based on flight activity.
- B. A minimum staffing level of one (1) aircraft crew (one (1) captain, one (1) co-pilot) would report each day at 7:30 a.m. These crews will be rotated.
- C. A minimum of one aircraft crew will be placed in a standby status each day. Payment will **not** be in accordance with Section 13.12 of the OCSEA/AFSCME Agreement.
  - 1. Standby pilots are required to be available to perform the required pre-flight operation within two hours after being notified of the scheduled departure time of the flight.
  - 2. Standby pilots are expected to be able to become airborne in a maximum of three (3) hours following notification.

3. Standby pilots must remain in contact with the flight dispatcher by telephone, pager (beeper), and/or report to duty station. All pilots shall have individual beepers to be used only while on stand-by.
4. All other pilots not scheduled to fly or scheduled in accordance with # 2 and 3 above are not required to be at duty station unless specifically directed to be there by his/her supervisor.
5. If additional flights become available and pilots scheduled under items #2 and 3 above are already assigned flights, Management will make an attempt to contact all employees under #4 who are qualified to conduct the flight. If contact is not made, Management employees may conduct the flight.

### **Overtime**

Employees will be compensated at the rate of time and one-half for any hours actually worked in excess of 80 hours within a pay period. Hours worked in accordance with #4 do not count toward the 80 hours, unless employee is required to be at duty station by supervisor.

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

### **Professional Supplements**

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

- A. CFII (Certified Flight Instrument Instructor)
- B. A.T.P. (Airline Transport Pilot)
- C. Aircraft Type Rating for aircraft in service at ODOT

An Aircraft Mechanic or an Aircraft Maintenance Coordinator is eligible for a professional achievement pay supplement, equal to five percent (5%) of the employee's classification salary base rate, upon obtaining and maintaining an inspection authorization certificate (IA) provided such additional certification is used to enhance the operational efficiency of the Division of Aviation.

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

This agency supplemental agreement supersedes any conflicting contractual language.

### **Aircraft Mechanic/Aircraft Maintenance Coordinator Tools**

Classifications listed above shall receive an annual tool allowance of \$250.00 payable by the end of the second pay period in February, 1994, and each year of the contract there-after.

## **OHIO VETERANS HOME**

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

## **DEPARTMENT OF YOUTH SERVICES**

- A. Work area openings will be posted and filled pursuant to Appendix N of this Agreement; however, all DYS work area openings will be filled in accordance with classification seniority. The pick-a-post re-canvassing of an entire facility will occur only when there is a substantial change in the operation or programs at the institution.
- B. In accordance with Article 13.16, time clocks may be installed at the BYC/TCY complex beyond the 90-day limitation.
- C. The Employer agrees to provide the required uniform for all Youth Leaders. The maintenance and care for uniforms will be in accordance with the provisions of Article 33.