

Letter of Agreement

Between

The State of Ohio

And

The Ohio Civil Service Employees Association OCSEA AFSCME Local 11

The aforementioned parties agree to the following:

1. Full-time permanent members in bargaining units 3, 4, and 5 shall be eligible to schedule off up to ten (10) Cost Savings Days (CSDs) or eighty (80) hours. Members in bargaining units 3, 4, and 5 who are employed by either the Ohio School for the Deaf (OSD) or the Ohio School for the Blind (OSB) and who work only during the school year (1560 employees) shall be eligible to schedule up to sixty (60) hours of CSD time subject to the restrictions contained in Paragraph 11 of this Agreement.

In fiscal year 2009-2010, affected employees shall receive the appropriate amount of CSD time minus any CSD time assessed on July 4, 2009. Vacation leave actually taken prior to the implementation date of this Agreement but after July 1, 2009 shall be converted to CSD time and the amount of available CSD time reduced. The converted vacation leave will be restored to the employee's leave bank.

For fiscal year 2010-2011, the full amount of CSD time as referenced above shall be available to full-time permanent employees in bargaining units 3, 4, and 5. Full-time permanent members in bargaining units 3, 4, and 5 who are hired after July 1 of each fiscal year shall have their available CSD time prorated.

2. CSDs shall be substituted for the first ten (10) days or eighty (80) hours of vacation leave used by the affected employees in each fiscal year beginning on July 1, 2009 and ending on June 30, 2011.
3. For employees affected by this Agreement, CSD time shall be utilized prior to any vacation leave. Vacation leave usage for these employees shall be limited to the maximum yearly vacation leave accrual less the ten (10) CSDs (e.g. An employee who accrues four (4) weeks of vacation leave a year, may take ten (10) CSDs, but may use only a maximum of ten (10) vacation days). Any vacation leave accrued but not utilized will remain in the employee's vacation bank.

4. There will be no economic reconciliation for unused CSD time. Employees affected by this Agreement who fail or are unable to take off all their CSDs in a given fiscal year shall forfeit the CSDs.
5. The substitution of CSD time for vacation leave shall constitute the use of a CSD. The use of CSDs shall be in accordance with Article 36 and this Agreement.
6. For classifications in BU 3, 4, and 5 where a vacation canvass is traditionally conducted, CSDs will be substituted for the selected vacation days up to a maximum of eighty (80) hours. In DYS, during the term of this Agreement, vacation polling will be July 1-June 30.
7. In fiscal year 2009-2010, for classifications in BU 3, 4, and 5 where an annual vacation canvass is not traditionally conducted, CSDs will be substituted prior to any scheduled vacation leave. However, in fiscal year 2010-2011, these employees shall be a part of the CSD canvass that is required for bargaining units 6, 7, 9, 13, and 14 (with the exception of OSB and OSD – see Paragraph #11 and CBTC JCOs – see Paragraph #12).
8. Employees must take CSDs in full-shift increments in accordance with Article 36. Employees on alternative schedules must take off the number of days that are the equivalent of a total of eighty (80) hours.
9. Employees serving an initial probationary period shall not be eligible to use CSDs until such time as they would be eligible to use vacation leave. At this point, CSD time shall be available according to the constraints of this Agreement.
10. For the purposes of Article 13.10, CSDs are not considered active pay status. CSD time shall be treated the same as sick leave. However, any overtime pay involving vacation leave which was paid out or comped prior the implementation of this Agreement shall not be recalculated, adjusted, or recouped.
11. For OSD and OSB employees who work only during the school year (1560 hour employees), scheduling of the sixty (60) hours of CSD time shall be limited to winter break, spring break, and summer break as defined by the school calendar within the current fiscal year.
12. Community Based Treatment Center (CBTC) Juvenile Correction Officers (JCO) must utilize all their CSDs prior to any other scheduled vacation leave. These employees will not be canvassed to schedule CSDs or vacation. Any vacation days that JCOs may have selected pursuant to a canvass prior to the transfer to the CBTC are not guaranteed.
13. This Agreement will be effective on the date the OCB Deputy Director signs.

For the State of Ohio

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9/1/09

For the Ohio Civil Service
Employees Association

Eddie Parks 8/14/09

Cop of member

Wanda Williams

[Handwritten signature]

Renard Kelly

Doreen Cooper

[Handwritten signature]

Monty Blatter

Janessa Brown

Earle Bell 8/14/09