

**The State of Ohio
and
Ohio Civil Service Employees
Association
2009 Negotiations**

April 16, 2009 – February 29, 2012

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Presented by

**Department of Administrative Services,
Office of Collective Bargaining**

and

**Ohio Civil Service Employees Association
AFSCME Local 11 AFL-CIO**

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Interest Based Bargaining

**N. Eugene Brundige, Chairperson
State Employment Relations Board
SERB**

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Opening Remarks
Eddie L. Parks, President
Ohio Civil Service Employees
Association
OCSEA/AFSCME Local 11
AFL-CIO

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Opening Remarks
Michael P. Duco, Deputy Director
Office of Collective Bargaining

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**2009 Bargaining Team for
OCSEA Negotiations**

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**State of Ohio
Bargaining Team**

- Mike Duco, OCB
- Mike D'Arcy, OCB
- Kristen Rankin, OCB
- Joe Trejo, OCB
- Janine Ashanin, DAS
- Bret Benack, ODNR
- Carolyn Borden-Collins, ODJFS
- Laura Frazier, MRDD
- Ray Geis, DAS
- Chris Lambert, DR&C
- Rachel Livengood, ODOT
- Jim Miller, ODOT
- Joan Olivieri, DYS
- Mark Tackett, MH
- Brian Walton, BWC
- Buffy Andrews, OCB
- Harry Colson, OCB
- Ashley Hughes, OCB
- Kate Stires, OCB

**OCSEA
Bargaining Team**

- President Eddie L. Parks, BU 13, PUCO
- Vice-President Christopher Mabe, BU 3, DRC
- Secretary-Treasurer Kathleen M. Stewart, BU 14, DAS
- Andy Douglas, Executive Director
- Sandra Bell, General Counsel
- Mal Corey, BU 3, DRC
- Terry Hollon, BU 3, DRC
- Tim Roberts, BU 3, DRC
- Bob White, BU 3, DRC
- Karl Wilkins, Jr., BU 3, DYS
- Kevin Eisemon, BU 4, MH
- Michelle Hunter, BU 4, MRDD
- Doug Sollitto, BU 5, DRC
- Jim Adkins, BU 6, ORW
- Mike Donahue, BU 7, BWC
- Richard Stoudt, BU 7, ODOT
- Shirley Hubbert, BU 9, BWC
- Louella Jeter, BU 9, Public Safety
- Marta Savula, BU 9, ODJFS
- Kelvin Jones, BU 13, EPA
- John Anthony, BU 14, Taxation
- Jamecia Little, BU 14, ODJFS
- Lawrence McKissic, BU 14, BWC

Presenters

- Janine Ashanin, DAS
- Sandra Bell, OCSEA
- Carol Bowshier, OCSEA
- Harry Colson, OCB
- Mike D'Arcy, OCB
- Mike Duco, OCB
- Ashley Hughes, OCB
- Jim Knight, OCB
- David Long, OCB
- John Porter, OCSEA
- Kristen Rankin, OCB
- Patty Rich, OCSEA
- Ryan Sarni, OCB
- Kate Stires, OCB
- Joe Trejo, OCB
- Bruce Wyngaard, OCSEA

Changes to the Contract

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Recognition

- Article 1

- Article 7

**Article 1
Recognition**

Section 1.01

- Intermittents are in the bargaining unit
 - Does not include temporary, interim, seasonal

- Right to grieve everything that is not specifically prohibited in Article 7
 - E.g., Working out of Class Grievance

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Article 7
Other Than Permanent Positions

Section 7.03

- **Intermittents are in the bargaining unit**
 - **Unclassified**
 - **Scheduled at Employer's discretion**
 - **Language requiring intermittents to work irregular or unpredictable hours is eliminated**
 - **No rights under 13, except meal and rest periods**
 - **Terminable at will**
 - **Without recourse, considered for just cause**

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Article 7
Other Than Permanent Positions

Section 7.03

- **Hired at Step 1 of assigned classification**

- **No probationary period**

- **Not eligible for step increases or longevity or any other contractual benefits received by permanent employees**

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Article 7
Other Than Permanent Positions

Section 7.03

- **Not subject to layoff provisions**

- **Must be terminated prior to layoff of permanent employees**
 - **Same classification**
 - **Limited to same work unit, as mutually agreed**

- **No recall rights**

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Article 7
Other Than Permanent Positions

Section 7.06

- May be scheduled to avoid overtime

- Shall not earn compensatory time

16

Selection

- Article 17

**Article 17 Promotions, Transfers,
Demotions and Relocations**

Section 17.03

- Data Security Sensitive positions require the passing of a background check
 - Employer must designate the position on vacancy notice
 - Final applicant must successfully complete background check

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**Article 17 Promotions, Transfers, Demotions
and Relocations**

Section 17.04

- **Employees on Worker's Comp, OIL, or Salary Continuation may bid on vacancies the same as those on disability**

- **Employees return to work date must be prior to or coincide with start time of the new position**

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**Article 17 Promotions, Transfers,
Demotions and Relocations**

Section 17.05

- **If vacancy is designated as Data Security Sensitive requiring the passing of a background check, Employer may deny final applicant based upon results**

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Health-Related Issues

- **Article 20**

- **Article 21**

- **Article 29**

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Article 20 Benefits

Self-Insured Health Care Fund (Fund 808)

- Fund has been losing \$20 million a year
- Changes brought about to ensure fund remains solvent
- Health care deductions will now be taken in all 26 pay periods

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Article 20 Benefits

Section 20.01

- Joint Healthcare Committee will have a role in recommending open enrollment fairs
 - Open Enrollment in mid-May
- Employer will perform dependent eligibility audits and recover costs paid for ineligible dependents
- Employees on active military service continue to be eligible for benefits as well as dependents

23

Article 20 Benefits

Section 20.03

- Deductible extended to all plans
 - Previously only applied to PPO plan
 - Amount remains the same (\$200/\$400)
- Office co-payment increased to \$20 from \$15
- Mail order no longer mandatory

24

Article 20 Benefits

Section 20.05

- Spouse coverage is \$ 12.50/month extra
 - Effective July 1, 2009

- Administrative Fee

- Pro-rated premium effective upon movement from full-time to part-time

25

Article 20 Benefits

Section 20.05

- Out-of-pocket maximums for in-network increased
 - Amount incurred prior to plan paying at 100%
 - \$1000 to \$1500 for single coverage
 - \$2000 to \$3000 for family coverage

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Article 20 Benefits

Plan Enhancements

- Zero co-payment for insulin with enrollment in Disease Management program

- Zero co-payment for preventative care

27

Article 20 Benefits

New premiums will be taken out after July 1, 2009

28

Article 21 Union Benefits Trust

Section 21.02

- Time spent on voluntary cost savings program or cost savings days shall count toward employee's continuous service time for purpose of eligibility for dental, vision, life

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Article 21 Union Benefits Trust

Section 21.02

- Requires Employer continue payment to Trust for employees on
 - OIL
 - Salary Continuation
 - Workers' Compensation
 - Leave under Voluntary Cost Program and Cost Savings Day

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Sick Leave

- Article 29

Article 29 Sick Leave

Article 29.02

- Sick leave during the 2nd week may be paid at 100% for outpatient surgery or contiguous hours used before or after such events
 - For employee, spouse, or residing child
 - Previously only for overnight hospitalization

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Article 29 Sick Leave

Article 29.02

- Sick leave used during 2nd week may be paid at 100% for pre-scheduled medical appointments if supplemented with other available sick leave
 - Appointments for employee, spouse, residing child
 - 30 days advance notice
 - Doctor's statement submitted first day upon return
 - On the Employee's request for leave form

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Disability

- Article 35

Article 35 Disability Benefits

Section 35.01

- Disability to be paid at 67% of employee's base rate of pay for a maximum of 12 months
 - Previously 3 months at 70% and 9 months at 50%
- New claims filed on or after July 1, 2009

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Article 35 Disability Benefits

Section 35.01

- Continue to receive benefits under 2006 language if receiving benefits prior to July 1, 2009
- Lifetime maximum of 12 months began with any new claim filed on or after March 1, 2006

36

High Performance

- Section 36.05C

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Article 36 High Performance

Section 36.05C

- Parties may jointly develop or revise
 - Work processes
 - Alternative compensation systems
 - Flatter organizational structures
 - Implement flexible scheduling methods
 - Other initiatives that contribute to more efficient and effective services
- Parties must agree on all aspects of implementation

38

Article 36 High Performance

Section 36.05C

- Joint development must executed by Director of OCB and President and Executive Director of OCSEA
- Parties may agree to develop local agency joint training in order to achieve goals
 - Work Redesign
 - Compensation Methods

39

Article 36 High Performance

Section 36.05C

- Parties agree that the employer will make good faith effort to reduce impact should any redesign of services result in the reduction of staff
 - Attrition
 - Alternative work
 - Placement into vacant positions
- This initiative shall not amend or abridge any provision of agreement

40

Discipline

- Article 24

41

Article 24 Discipline

Section 24.02

- Disciplinary action must be timely
- Step Reduction and Fines are eliminated
- Working suspensions/Suspensions
 - If grieved, whatever portion upheld will be converted to a fine or leave reduction
 - Withdrawal of grievance prior to date of NTA does not count as a loss

42

Article 24 Discipline

Section 24.02

- **Suspensions defined**
 - Minor = 1 day
 - Medium = 2-4 days
 - Major =5 days

- No suspensions greater than 5 days shall be issued by the Employer

43

Article 24 Discipline

Section 24.06

- Final decision on disciplinary action must be delivered to employee and Union within sixty (60) day of pre-disciplinary meeting
 - Previously forty-five days to sign notice, but no timeline for delivery
 - Delivery can be to either employee or Union
 - Includes oral and written reprimands

44

Holidays

- Article 26

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Article 26 Holidays

Section 26.02

- Non-permanent and part-time employees are not eligible for holiday pay from July 1, 2009 through June 30, 2011
- Part-time employees are to receive 4 hours of holiday pay for holidays after June 30, 2011

46

Article 26 Holidays

Section 26.04

- Forfeiture of holiday pay for calling off sick the scheduled work day before or after only applies to specific classifications
 - Must be identified by the employer as normally requiring overtime to cover an absence
 - Applies to call off on *scheduled* day before, day of, and *scheduled* day after a holiday
 - If employee works a shift between scheduled shift before or after the holiday, employee does not forfeit holiday pay

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Article 26 Holidays

Section 26.04

- Forfeiture of holiday for call offs only applies to 5 holidays
 - New Years Day
 - Memorial Day
 - Independence Day
 - Thanksgiving Day
 - Christmas Day

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Article 26 Holidays

Section 26.04

- Scheduling a Cost Savings Day contiguous to a holiday does not cause a forfeiture of holiday pay

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Personal Leave

- Article 27

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Article 27 Personal Leave

Section 27.02

- Freeze on personal leave accrual from July 1, 2009 through June 30, 2011
- During freeze employees may use 8 hours of vacation or comp time per quarter as personal leave
 - Granted pursuant to personal leave rules
 - Actual personal leave must be used first

51

Article 27 Personal Leave

Section 27.02

- Personal leave accrual will resume in the first earning statement after July 1, 2011
 - No retroactivity

52

Article 27 Personal Leave

Section 27.06

- Freeze on annual conversion until December 2011

- Payment for maximum personal leave accrual frozen until pay period that includes July 1, 2011

53

Article 27 Personal Leave

Section 27.10

- One-time credit of 32 hours of sick leave or $\frac{1}{2}$ the personal leave hours lost during the freeze, whichever is less
 - Full-Time employees in active payroll status as of June 18, 2011

- Part-time employees get 16 hours

- In the pay period that begins on July 1, 2011

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Article 27 Personal Leave

Section 27.10

- In order to receive the lump sum sick leave credit, the employee must be in Active Payroll Status as defined as:
 - Scheduled to work on June 18, 2011
 - Off duty on June 18, 2011 because not scheduled to work that day
 - Eligible to receive pay for approved absence (e.g., OIL, Disability, Workers' Compensation, Salary Continuation, Union Leave, etc.)

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Article 27 Personal Leave

Section 27.10

- Lump sum payment of 32 hours or ½ of personal leave lost during freeze, whichever is less
 - Full-time employees in active pay status as of July 30, 2011
- Part-time employees will receive 16 hours lump sum payment
- August 26, 2011 Earnings Statement/Payday

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Article 27 Personal Leave

Section 27.10

- In order to receive the lump sum payment, the employee must be in Active Payroll Status as defined as:
 - Scheduled to work on July 30, 2011
 - Off duty on July 30, 2011 because not scheduled to work that day
 - Eligible to receive pay for approved absence (e.g., OIL, Disability, Workers' Compensation, Salary Continuation, Union Leave, etc.)

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Article 27 Personal Leave

Section 27.10

- Employees not receiving pay due to military leave, FMLA, Union Leave, Pregnancy Leave, and Extended Illness are eligible to receive personal leave payment and sick leave credit

- Lump sum payments will not be subject to PERS withholding

58

Travel

- Article 32

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Article 32 Travel

Section 32.02

- Increase mileage reimbursement to forty-five (\$.45)
- Mileage reimbursement to be set by Director of Office of Budget and Management (OBM)
 - Not less than 45 cents nor greater than IRS rate
 - If IRS rate goes below 45 cents then reimbursement will be IRS rate

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Article 32 Travel

Section 32.02

- Allowance shall not be at rate lower than rate set for exempt employees
- OBM will review mileage allowance quarterly
 - When allowance is changed, OBM shall provide OCSEA with notice and rationale
- Effective October 1, 2009

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Article 32 Travel

Section 32.03

- Lodging rates and meal reimbursements set by the U.S. General Services Administration
 - Receipt may be required for lodging
 - Lodging may *be paid up to* USGSA allowed rate
- No receipts to be required for meals and incidentals
 - Agency may require receipts for other expenditures

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Article 32 Travel

Section 32.05

- Requests for reimbursement must be submitted within 60 days of travel
 - Maximum 30 day extension if mitigating circumstances exist
- All travel reimbursements will be by direct deposit
- No new state credit cards for travel will be issued

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Service Connected Injury

- Article 34
- Appendix K

64

Article 34 Service-Connected Injury and Illness

Section 34.01

- Employees receiving OIL, Hostage Leave, or Salary Continuation benefits shall be responsible for their share of health insurance premiums
 - Will be deducted from benefit payment
 - Employer assumes employee share if one of the above benefits terminates within a pay period and the employee becomes eligible for temporary total benefits

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Article 34 Service-Connected Injury and Illness

Section 34.01

- For employees on or awaiting Worker's Compensation claim, state will pay health insurance at no cost for a period not to exceed 24 months
 - Not receiving any other benefits
- Effective July 1, 2009

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**Article 34 Service-Connected Injury
and Illness**

Section 34.02

- Creation of salary continuation benefit for non-OIL claims
 - Permanent employee incurs physical injury in performance of and arising from employment
 - Pending determination of a Worker's Compensation
 - Benefit not to exceed 480 hours at total rate per claim
- Uninterrupted payment at 100% of total rate

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**Article 34 Service-Connected Injury
and Illness**

To be eligible, the employee must:

- Follow reporting requirements
- Must be under the care of an approved physician from list created by joint union/employer committee
- Not be provided light duty or TWP
- Apply for Workers' Compensation within 20 days of incident

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**Article 34 Service-Connected Injury
and Illness**

Employee will remain eligible for Salary Continuation until one or more of the following occur:

- 480 hours exhausted
- Treating physician determines state employee can return to work
- W.C. claim is denied by BWC
- Employee is disqualified from W.C. benefits

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**Article 34 Service-Connected Injury
and Illness**

Employee eligible Salary Continuation
until one or more of the following occur:

- Employee is no longer in state service
- Employee accepts temporary total compensation benefits for same time
- Employee is granted OIL for incident

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**Article 34 Service-Connected Injury
and Illness**

Section 34.02

- Employees on Salary Continuation will accrue sick and personal leave but not vacation leave
- If claim or employee is disqualified from W.C., employee must repay salary continuation benefits received
 - May substitute the use of sick, vacation or personal leave

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**Article 34 Service-Connected Injury
and Illness**

Section 34.04

- OIL benefits shall be paid up to 960 hours per claim at employee's total rate
- BWC will determine if aggravation of pre-existing condition or a new injury

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**Article 34 Service-Connected Injury
and Illness**

Section 34.05

- If employee participates in light duty/TWP for less than full-time, may use any remaining OIL or salary continuation to supplement

- Full-Time employee on TWP who has on-going treatment may use remaining OIL or S/C in lieu of sick leave if:
 - Appointment cannot be scheduled during non-work hours
 - Employee's schedule cannot be flexed

- Lose benefit if employee refuses to participate in TWP

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**Article 34 Service-Connected Injury
and Illness**

Section 34.08

- Establishes a labor management committee to create an approved physician list pursuant to Appendix K
 - Physician list is effective July 1, 2009, unless mutually agreed otherwise
 - Requirement waived if an approved physician is not available in area
 - Will resolve any issues with list

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**Appendix K Guidelines for
Occupational Injury Leave**

- Approved Physician
 - Parties develop a list of approved physicians used by the Bureau of Workers' Compensation.
 - Employer representatives are obligated to help employees get an appointment with these doctors.
- Inflicted by
 - Employee was indirectly injured while trying to control a situation;
 - No actual contact with a ward of the state; or
 - Employee was injured while in pursuit of a ward
- Ward
 - Inmate, patient, resident, client, youth or student

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Appendix K Guidelines for Occupational Injury Leave

- Establishes an approved physicians' list for purpose diagnosing occupational injuries

- Shall not exceed 960 hours per OIL claim

- If OIL claim is denied but Workers' Compensation is still pending may eligible of salary continuation under Article 34

- Appeal process for denial of an OIL claim

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Classification Issues

- Section 36.05A

- Article 8

- Section 36.05B

- Section 43.04

Article 36 Wages

Section 36.05A

- Union may place classification issues on Labor/Management agenda

- Joint committee created to do classification reviews
 - Revert to traditional 36.05 reviews if committee decides to discontinue and there are no other joint reviews in progress

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Article 36 Wages

Section 36.05A

- Joint committee shall consist of designees
 - OCB
 - DAS – Compensation and Recruitment
 - Two OCSEA Central Office Staff
- Members determine scope of review
 - If no agreement, union may choose segment, series or portion of class to be reviewed

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Article 36 Wages

Section 36.05A

- Standing members then select up to five additional members and subject matter experts of class being reviewed
 - Ensure correct classification and proper compensation pursuant to duties performed
 - Prevent erosion of bargaining unit duties

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Article 36 Wages

Section 36.05A

- Any training required as a result of review will be offered to employees impacted in order of seniority
- Committee must develop a comprehensive rationale, allocation plan, transition plan, statement of cost and process to handle transition

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Article 36 Wages

Section 36.05A

- Joint committee must consider career paths, operational needs, cost, reduction of contracting out, training needs, exempt verses bargaining work

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Article 36 Wages

▪ Section 36.05A

▪ Allocation

- If employee performing duties of lower class
 - Employee shall be assigned into lower class
 - Placed in step within new pay range that is equal to or provides least amount of increase
 - No decrease in pay or longevity
 - Placed in step X if current pay exceeds new pay range

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Article 36 Wages

▪ Section 36.05A

▪ Allocation

- If employee performing duties of higher classification
 - Employee shall be placed in higher class at step which is approximately 4% higher than current step
- Placed in no lower than step 2 of new pay range if employee has completed a probationary period

84

Article 36 Wages

- Section 36.05A
 - Pay Adjustments
 - Shall not be effective before next fiscal year unless agreed otherwise
 - If parties cannot agree to pay range, Union may appeal directly to Step 5 within 30 days
 - No back pay for any period prior to beginning of fiscal year that begins after grievance award

85

Article 8 Labor/Management Committees

Section 8.05

- Joint Information Technology (IT) Committee
- Broadens the scope and purpose of the joint IT committee
- Equal number of labor & management
- Meet at least quarterly

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Article 8 Labor/Management Committees

Section 8.05

- Review practices and develop training to help build capacity of state IT workforce
 - Career Development
 - Foster critical skills
 - Reduce staff turnover and outsourcing
 - Maintain updated IT class system
 - May establish subcommittees

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Article 8
Labor/Management Committees

Section 8.05

- **IT Personal Services Contracting Subcommittee**
 - Analyze IT personal services contracts
 - Within sixty days of effective date of Agreement
 - Review of costs and performance expectations to identify potential solutions and reduce contracted work

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Article 36 Wages

Section 36.05B IT Transition Committee

- **Statewide Joint IT Transition subcommittee and Agency Committees created**
 - Oversee placement of existing IT employees into new classifications
 - Statewide subcommittee will provide toolkit to facilitate allocation and set guidelines

- **New IT classifications in Appendix I**

89

Article 36 Wages

Section 36.05B

- **Employees will be assigned a new IT class based upon current duties and assignments**
 - If employee remains at same pay range, current step and anniversary date

 - If employee is assigned to a higher pay range, employee moves to step that matches or is closest to current
 - If more than 3.5% then anniversary reset

90

Article 36 Wages

Section 36.05B

- If employee is moved to a lower pay, employee placed in step equal or provides least amount of increase

- Pay rate cannot decrease from current

- Will be given 2 year preference for training and promotions provided they meet minimum qualifications
 - In order of seniority

91

Article 36 Wages

Section 36.05B

- If employee's base rate exceeds maximum rate of new pay range
 - Placed in transition classification
 - Maintain pay and available step increases for up to two years
 - Develop transition plans outlining needed skills and experience to move to equal or higher pay range
 - Parties may agree to extend for up to one year

92

Article 36 Wages

Section 36.05B

- If employee is still unable to perform duties of classification desired, will be moved to lower class and placed in Step X
 - Longevity will not be affected
 - Employee can appeal by filing a grievance within 30 days of reassignment
- May place employees assigned to a lower class to a different class with mutual agreement
 - Must be done within two years of start of transition period

93

Article 36 Wages

Section 36.05B

- Alternative Dispute Resolution procedure to handle unresolved disputes that arise regarding new class or two year transition period
 - Statewide labor/management
- If not resolved by the committee, allocation issues will be resolved by the WOC arbitrator and other issues by a mediator

94

Article 36 Wages

Section 36.05B

- Working Out of Class grievances will follow current WOC procedure
 - Cannot be filed until an agency has completed transitions for all IT employees
- If questions, referred back to statewide labor/management IT committee

95

Article 36 Wages

Section 36.05B

Statewide labor/management IT committee will negotiate new Article 17 & 18 language prior to agency transitions

96

Article 43 Duration

Section 43.04

- Allows for mid-term contractual changes to IT classification project
 - Approved by OCSEA and OCB

- Includes modifications to Articles 17 and 18 as they apply the new IT classes

97

OAKS Related Issues

- Article 13
- Article 16
- Article 28
- Section 36.07
- Article 43
- Article 44

Article 13

Work Week, Schedules & Overtime

Section 13.10

- Compensatory time is available for use for 365 calendar days from date it was earned
 - Previous limit of 270 days
 - If not used, automatically paid to employee in pay period immediately following pay period that contained 365th day
 - Two pay periods after expiration

99

Article 16 Seniority

Section 16.03

- Seniority ties broken by assigned employee ID number
 - Previous tie breaker social security number

- If time stamp on original personnel action previously used to break tie, decision will not be impacted

100

Article 16 Seniority

Section 16.05

- Establishes Statewide Seniority Credit Tribunal for seniority challenges
 - Comprised of two OCSEA members and one representative from OCB and OCSEA each

- All employees shall be notified to review credits for any discrepancies
 - May 15, 2009

101

Article 16 Seniority

Section 16.05

- List provided to each chapter president with names, dates of hire and credits
- Complete Seniority Credit Discrepancy Form (SCD) for corrections within agency
- If not satisfactorily resolved within agency, referred to Tribunal no later than August 1, 2009
 - NTA process for later submissions
- Decision final

102

Article 28 Vacation

Section 28.01

- Employee will now start accruing at higher rates one year earlier
 - Begin accrual of 4.6 hours in year 4th vs. 5th
 - Begin accrual of 6.2 hours in year 9th vs. 10th
 - Begin accrual of 6.9 hours in year 14th vs. 15th
 - Begin accrual of 7.7 hours in year 19th vs. 20th
 - Begin accrual of 9.2 hours in year 24th vs. 25th
- Effective pay period that includes August 30, 2009

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Article 28 Vacation

Section 28.01

- Employees may use vacation accruals at end of probationary period
- Credit for prior service with the State, Ohio National Guard, or any political subdivision of the state will be used for computing vacation accrual
 - Employee must provide documentation to DAS
 - Effective July 1, 2010
- Time concurrent in Ohio National Guard and a state agency or political subdivision does not receive double credit

104

Article 36 Wages

Section 36.07

- Employees who return to state service from a retirement plan offered by the state, shall not have his/her prior service counted for purpose of computing longevity
 - Time with State or any other political subdivision
 - Time worked on or after June 24, 1987

105

Article 36 Wages

Section 36.12

- Should there be a system-wide error made on employee payroll
 - Employee shall be notified of error and upcoming corrective actions
 - No more than \$50.00 shall be deducted per pay period unless easy to identify

106

Article 44 Miscellaneous

Section 44.08

- Representatives from OCB and OCSEA will meet to identify and address OAKS-related issues
 - Plan & implement remedies
 - May include training

107

Memoranda of Understanding

Article 43

108

Article 43 Duration

Section 43.05

- The Titles of all Memoranda of Understanding (MOUs) still in effect must be listed in the Agreement and posted on the appropriate agency
 - MOU's with statewide impact on OCB's website

- Posted by April 16, 2009 or as soon as possible thereafter

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Cost Initiatives

- Section 36.02
- Section 36.03
- Section 36.08
- Section 36.11
- Section 36.13

Article 36 Wages

Section 36.02

- No general wage increase for duration of the agreement

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Article 36 Wages

Section 36.03

- Freeze on step movement for employees with step date on or after June 21, 2009

- Step movement shall resume for employees with step date on or after June 21, 2011

112

Article 36 Wages

Section 36.03

- Employees hired or promoted during that time will not receive a probationary step increase
 - Upon resumption of Step movement, these employees' Step date shall be the employees' date of hire
 - Employees hired prior to June 21, 2009, and after June 20, 2011 shall receive a probationary step increase

- Automatic progression from one class to another, within the same series shall continue

- Clarification memo signed by OCB and OCSEA

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Article 36 Wages

Section 36.08

- Employees shall receive \$.35 per hour in shift differential under following circumstances:
 - No member who regularly works first shift will receive, even if they work overtime in different shift beginning between 2:00 p.m. and 3:00 a.m.
 - Members who regularly work shifts between 2:00 p.m. and 3:00 a.m. will receive differential for each shift worked which begins between 2:00 p.m. and 3:00 a.m.
 - No member will receive differential for shifts which do not begin between 2:00 p.m. and 3:00 a.m.

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Article 36 Wages

Section 36.11 Cost Savings Days

- Beginning on July 1, 2009 and ending on June 30, 2011
- Full-time employees in bargaining units 6, 7, 9, 13, and 14 shall take 10 days off without pay in each fiscal year
- Cost saving days for bargaining units 3, 4, 5, non-permanent, and any part-time employees will be assessed on the holidays
 - Will not affect compensation due under Article 26.03 or 26.04 for hours worked on a holiday

Article 36 Wages

Section 36.11

- Total of eighty (80) hours
- When employees in bargaining units 6, 7, 9, 13, and 14 take 10 days off without pay, hours may not be less than employee's regularly scheduled work day, or any hours remaining in eighty hour total

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Article 36 Wages

Section 36.11

- Full-time employees in bargaining units 6, 7, 9, 13, and 14 shall be canvassed for days off
 - Employees must have days selected by July 1, 2009
- Employer may "black out" days which are unavailable for cost saving days
 - May be unit specific
 - Employees on approved leave/unavailable during canvass shall schedule upon return

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Article 36 Wages

Section 36.11

- Employees select days off by seniority

- Employees who decline to select will have their days off determined by the employer

- Employees on alternative schedules must take number of days that are equal to 80 hours

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Article 36 Wages

Section 36.11

- Employer may revoke approved day
 - Employee may reschedule at their discretion
 - The rescheduled date cannot be revoked
 - Costs incurred due to revocation will be borne by the employer

- Employer and Employee may mutually agree to change a CSD, or the number of hours on any given day

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Article 36 Wages

Section 36.11

- 80 hours loss of pay will be assessed at a rate of 3.076 hours each pay period throughout the year
 - Full-time employee's total rate of pay

 - Annual basis/26 pay periods per fiscal year

 - Pre-tax

120

Article 36 Wages

Section 36.11

- If Employer prevents an employee from taking 10 days off, adjustments will be made to paycheck at end of fiscal year

- Employees on OIL, salary continuation, disability, or hostage leave will also be affected

121

Article 36 Wages

Section 36.11

- Leave accruals and health insurance are not affected by cost saving days

- Cost saving days are not considered as active pay status for overtime calculation
 - Bargaining Units 6, 7, 9, 13 and 14
 - Clarification memo signed by OCB and OCSEA

- Voluntary Cost Savings – Appendix R

122

Article 36 Wages

Section 36.13

- Parity/Me Too

- If state gives other unions or exempts under the jurisdiction of the Governor's office a better deal regarding wage increases, step freezes, or cost saving days, OCSEA will also receive same

123

**Article 37 Employee Training and
Development**

Section 37.10

124

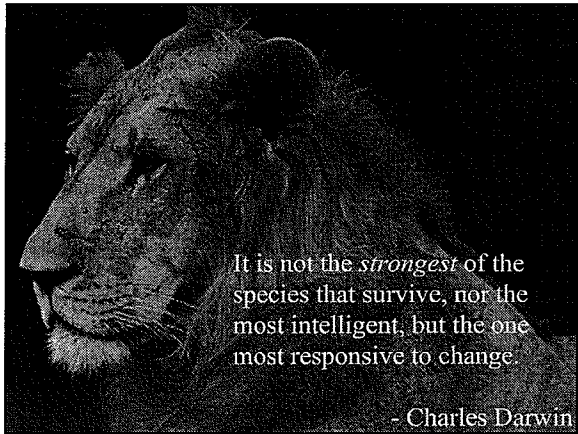
**Article 37 Employee Training and
Development**

Section 37.10

- If DAS offers a state sponsored computer purchase program to any other state employees, OCSEA will receive the same benefit

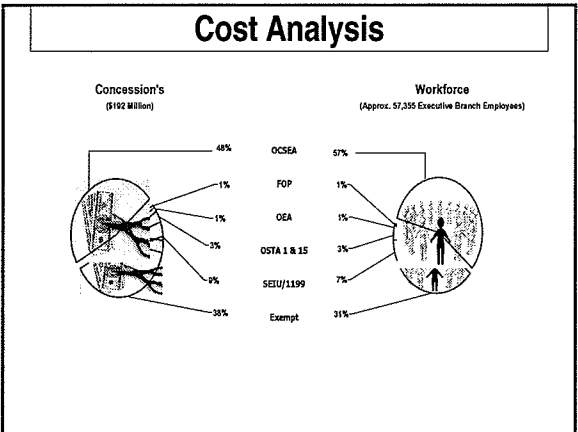
125

Cost Analysis

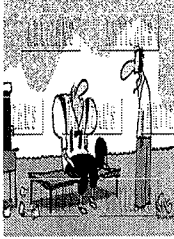


Cost Analysis

- State needed to obtain \$192 million savings in personnel costs
 - OCSEA represents 57% of state work force
 - Responsible for approximately \$91 million of the needed costs savings.
 - Remaining balance will have to be found across other unions and exempts or OCSEA will receive more generous package.



Cost Analysis



"I cut the rest of the team so I could pay your salary. So you're on your own out there."

- 10 Cost Savings Days - \$142 million
 - OCSEA annual avg. reduction \$1,819
 - Statewide annual avg. reduction \$2,026
- Freeze Steps - \$33 million
- Personal Leave Freeze - \$18 million
 - No cash out or conversion

Cost Analysis



- Personal Leave Bonus
 - OCSEA est. \$22.9 million
 - Statewide est. \$47.5 million
- Sick Leave Credit Value
 - OCSEA est. \$22.9 million
 - Statewide est. \$47.5 million
- Full Restoration
 - Not retroactive



Questions?

Resources

- OCSEA Website:
 - www.ocsea.org
- OCB Website:
 - <http://das.ohio.gov/ocb>

Thank you
