

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 subdivide the master teams to negotiate bargaining unit issues. If such unit negotiations cannot be sufficiently staffed by members of the master negotiating teams, the parties may mutually agree to additional members. Members of the Union negotiating team shall be paid by the Employer for the time spent in negotiations with the Employer as well as for the time spent en route to and from such negotiations, provided that no Union negotiating team member shall receive more than eight (8) hours pay for any single day. At the request of the Union, Union negotiating team members will also be paid for at least three (3) days of negotiations preparations.

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.

43.03 - Mid-Term Contractual Changes

The Employer and the Union have the power and authority to enter into amendments of this Agreement during its term constituting an addition, deletion, substitution or modification of this Agreement. Any amendment providing for an addition, deletion, substitution or modification of this Agreement must be in writing and executed by the Executive Director of the Union and the Director of the Department of Administrative Services or designee. Upon its execution, such amendment shall supersede any existing provision of this Agreement in accordance with its terms and shall continue in full force and effect for the duration of this Agreement. All other provisions of this Agreement not affected by the amendment shall continue in full force and effect for the term of this Agreement. Memoranda of Understanding, amendments and any other mutually agreed to provisions, during the term of this Agreement, become effective upon the execution by the Deputy Director of the Office of Collective Bargaining and the President of the Union. In the event such Memoranda of Understanding, amendments, or any other mutually agreed to provision require ratification by the union's membership, such ratification shall be made within sixty (60) days or such agreements shall be deemed ratified.

43.04 - MID TERM CHANGES PERTAINING TO IT RECLASSIFICATION IMPLEMENTATION²

THE JOINT INFORMATION TECHNOLOGY (IT) COMMITTEE IS CHARGED WITH MAKING RECOMMENDATIONS TO ADDRESS CONTRACT RIGHTS AND RELATED TRANSITION MATTERS THAT NEED TO BE ADDRESSED BECAUSE OF THE INTRODUCTION OF NEW IT CLASSIFICATIONS IN STATE AGENCIES. THE COMMITTEE WILL SUBMIT RECOMMENDATIONS IN WRITING FOR CONTRACT CHANGES BY APRIL 30, 2009. SUCH AGREEMENT MUST BE EXECUTED BY THE DIRECTOR OF THE DEPARTMENT OF ADMINISTRATIVE SERVICES AND THE OFFICE OF COLLECTIVE BARGAINING AND THE PRESIDENT AND EXECUTIVE DIRECTOR OF OCSEA. IF NO AGREEMENT IS REACHED BY APRIL 30, 2009, THE PARTIES CAN MUTUALLY EXTEND THE DEADLINE OR UNRESOLVED ISSUES IN DISPUTE WILL BE ADVANCED TO STEP 5 OF ARTICLE 25 FOR RESOLUTION. AN EXECUTED AGREEMENT BY THE PARTIES OR THE BINDING DECISION OF THE ARBITRATOR SUPERSEDES EXISTING PROVISIONS OF THIS AGREEMENT AND WILL NOT REQUIRE RATIFICATION.

² Provides time for the Statewide IT Joint Committee to finish its work on the IT reclassification project, including modification of Articles 17 and 18 as they will apply to the new IT classifications.

43.04³ - Memorandum of Understanding Duration

All Memoranda of Understanding, amendments, Letters of Intent, or any other mutually agreed to provisions, shall be reviewed by OCSEA's Office of General Counsel (OGC), the Office of Collective Bargaining (OCB), and Agency representatives for determination of their force and effect. ~~Unless otherwise mutually agreed by the parties, those Memoranda of Understanding, amendments, Letters of Intent, or any other mutually agreed to provisions entered into prior to March 1, 2003, shall expire and have no further force and effect upon the expiration of this Agreement, except those which have or do confer an economic benefit.~~ ⁴ **THOSE DOCUMENTS WHICH HAVE BEEN MUTUALLY AGREED TO HAVE ANY CONTINUING EFFECT SHALL BE POSTED ON THE APPROPRIATE AGENCY WEBSITE AND REFERENCE TO THE DOCUMENT TITLE LISTED HEREIN. ALL OTHER DOCUMENTS, EXCEPT THOSE WHICH HAVE OR DO CONFER AN ECONOMIC BENEFIT, SHALL EXPIRE ON THE EFFECTIVE STARTING DATE OF THIS AGREEMENT AND HAVE NO FURTHER FORCE AND EFFECT.**⁵

³⁻⁴ Housekeeping.

⁵ All MOUs listed in the contract will be available on the agency's website. If not referenced in this document, with the exception of economic benefit MOUs, these MOUs will expire with the commencement of this contract.

43.05⁶ - Contract Dispute

Whenever there is a dispute as to the correct interpretation of a matter resolved through mediation/fact finding, the parties agree that the mediator/fact finder shall be retained to clarify the matter in the dispute. In the event the mediator/fact finder is unable to clarify the matter, it may be resolved pursuant to the Grievance Procedure.

⁶ Housekeeping.

ARTICLE 44 – MISCELLANEOUS

44.01 - Agreement

To the extent that this Agreement addresses matters covered by conflicting State statutes, administrative rules, regulations or directives in effect at the time of the signing of this Agreement, except for ORC Chapter 4117, this Agreement shall take precedence and supersede all conflicting State laws.

44.02 - Operations of Rules and Law

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

44.03 - Total Agreement

This Agreement represents the entire agreement between the Employer and the Union and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, practices and benefits previously and presently in effect, may be modified or discontinued at the sole discretion of the Employer. This section alone shall not operate to void any existing or future Ohio Revised Code (ORC) statutes or rules of the Ohio Administration Code (OAC) and applicable federal law.