

# APPENDICES

## APPENDIX A – H<sup>1</sup>

<sup>1</sup> All changes are housekeeping representing additions, deletions or changes to the classification plan. Appendix A through H not reproduced here.

### APPENDIX I

(NOTE: All classes numbered 30000 to 39999 are holding classes.)

Class No.	Pay Range	Title	Class No.	Pay Range	Title	
<b>Classification Groupings - Bargaining Unit 3</b>			44211	26	General Activities Therapist 1	
1.	<del>30211-07</del>	<del>Security Technician 1</del>	44212	27	General Activities Therapist 2	
	44141	27	44213	27	Activity Therapist Specialist 1	
	44142	28	44214	29	Activity Therapist Specialist 2	
		Coordinator	5.	65311	28	Emergency Medical Technician - Ambulance
	46111	25	65312	28	Advanced Emergency Medical Technician - Ambulance	
	46112	26	65313	29	Paramedic	
2.	<del>30211-07</del>	<del>Security Technician 1</del>	83250	27	Medical Laboratory Technician (see also Unit 7, Group 48 46)	
	46111	25	86121	27	Phlebotomist	
	46112	26	6.	44111	04	Hospital Aide*
	46514	28	86311	27	Dental Technician	
	46611	06	86313	27	Dental Assistant	
3.	26511	28	7.	44111	04	Hospital Aide*
		Correctional Firefighter		86321	30	Radiographer
		(see also Unit 7, Group 31)	8.	86331	29	EEG/EKG Technician
	<del>30211-07</del>	<del>Security Technician 1</del>	9.	42711	05	Cosmetologist
	46111	25		42731	05	Barber
	46112	26		44111	04	Hospital Aide*
	46531	28	10.	46621	04	Child Care Worker
	46532	29	11.	44260	26	Therapy Aide
	46540	04		44261	28	Licensed Physical Therapy Assistant
		Correctional Farm Laborer		44310	28 29	Occupational Therapy Assistant
		(see also Unit 6, Group 5)		44510	27	Exercise Physiologist Assistant
	46541	08	*Only those Dental Techs, EEG Techs, Cosmetologists or Barbers who have previously held a Hospital Aide position can bump back to a Hospital Aide.			
		Correctional Farm Coordinator	<b>Classification Groupings - Bargaining Unit 5</b>			
		(see also Unit 6, Group 5)	1.	30021	04	Custodial Work Coordinator
	53541	08		42111	02	Custodial Worker
		Correctional Dairy Processing	2.	42321	04	Meatcutter
		Plant Operator (see also Unit 6, Group 5)		42331	06	Baker
4.	22591	27		42341	01	Food Service Worker
	<del>30211-07</del>	<del>Security Technician 1</del>		42351	03	Cook 1
	31721	30		42352	05	Cook 2
		Security Specialist (see also Unit 14, Group 3d)		42411	04	Food Service Coordinator 1
	46111	25		42412	06	Food Service Coordinator 2
	46112	26		42441	30	Food Consultant
	46131	26		42451	28	Correctional Food Service Coordinator 1
		Lottery Game Security Specialist	3.	42511	04	Fabric Worker 1 (see also Unit 6, Group 11)
		(see also Unit 14, Group 3d)		42512	04	Fabric Worker 2 (see also Unit 6, Group 11)
<b>Classification Groupings - Bargaining Unit 4</b>				42521	01	Laundry Worker
1.	17321	05		42541	28	Correctional Laundry Coordinator
	17331	05	4.	14211	04	Commissary Worker 1 (see also Unit 9, Group 3)
	30881	26		14212	06	Commissary Worker 2 (see also Unit 9, Group 3)
	44731	27		16111	05	Cashier (see also Unit 9, Group 3)
	44732	27	<b>Classification Groupings - Bargaining Unit 6</b>			
2.	18111	03	1.	22131	27	YCC Work Project Coordinator
	18112	04		22151	25	CCC Dormitory Advisor
	18113	25		22171	08	CCC Project Crew Leader
	18121	26	2.	22221	27	Fish Management Technician (see also Unit 13, Group 3)
	18122	27		22232	29	Fish Hatchery Coordinator (see also Unit 13, Group 3)
	18123	28		22241	05	Net Constructor (see also Unit 13, Group 3)
	18131	25		22242	07	Net Construction Specialist (see also Unit 13, Group 3)
	18132	26		22280	28	Wildlife Research Technician (see also Unit 13, Group 2)
3.	30881	26		22411	28	Preserve Manager Aide
	42741	05		22511	05	Parks Conservation Aide
	44111	04		22513	07	Parks Conservation Coordinator
	44112	05		22560	24	Campground Attendant
	44113	26		22565	27	Campground Coordinator 1
	44114	27		22566	28	Campground Coordinator 2
	44161	09 10		22611	03	Natural Resources Worker (see also Unit 9, Group 1)
	44731	27				
	44732	27				
4.	18141	25				
	18531	04				
	44210	04				

Class No.	Pay Range	Title	Class No.	Pay Range	Title		
22831	02	Conservation Worker	52261	07	Plumber 1 (see also Unit 6, Group 7)		
22832	04	Conservation Aide	52262	08	Plumber 2 (see also Unit 6, Group 7)		
22833	05	Conservation Crew Leader	9.	<del>30752</del> 09	<del>Stationary Engineer 2</del>		
30723	08	Sawyer 3	54511	04	Boiler Maintenance Worker		
53621	04	Golf Course Worker 1	54513	06	Boiler Repair Worker		
53622	06	Golf Course Worker 2	54531	08	Stationary Engineer 1		
53811	02	Laborer (see also Unit 6, Group 19)	54532	09	Stationary Engineer 2		
53813	04	Laborer Crew Leader	54541	05	Boiler Operator 1		
3.	53611	04	Groundskeeper 1	54542	06	Boiler Operator 2	
53612	05	Groundskeeper 2	10.	54610	06	Treatment Plant Aide	
53613	06	Groundskeeper 3	54611	06	Treatment Plant Operator-in-Training		
53631	04	Roadside Park Caretaker 1	54612	08	Treatment Plant Operator		
53632	05	Roadside Park Caretaker 2	54613	09	Treatment Plant Coordinator 1		
53633	07	Roadside Park Caretaker 3	54614	31	Treatment Plant Coordinator 2		
4.	46551	28	Penal Workshop Specialist	54640	06	Water Plant Aide	
46552	29	Penal Workshop Quality Control Specialist	54641	08	Water Plant Operator-in-Training		
5.	30745	09	Correction Farm Supervisor 2	54642	28	Water Plant Operator 1	
46540	04	Correctional Farm Laborer	54643	29	Water Plant Operator 2		
46541	08	Correctional Farm Coordinator	54644	30	Water Plant Operator 3		
53521	04	Dairy Worker 1	11.	42511	04	Fabric Worker 1 (see also Unit 5, Group 3)	
53522	06	Dairy Worker 2	42512	04	Fabric Worker 2 (see also Unit 5, Group 3)		
53531	08	Farm Coordinator	52831	05	Upholsterer		
53541	08	Correctional Dairy Processing Plant Operator	52851	06	Tailor		
6.	30462	08	Auto Mechanic 2	12.	52821	27	Exploratory Drill Operator 1
30681	08	Equipment Maintenance Coordinator	52822	29	Exploratory Drill Operator 2		
52111	06	Auto Body Repair Worker 1	53211	05	Highway Maintenance Worker 1		
52112	08	Auto Body Repair Worker 2	53212	06	Highway Maintenance Worker 2		
52121	04	Auto Tire Repair Worker	53213	07	Highway Maintenance Worker 3		
52130	02	Auto Service Worker	53214	08	Highway Maintenance Worker 4		
52131	05	Auto Mechanic 1	53231	07	Bridge Worker 1		
52132	07	Auto Mechanic 2	53232	08	Bridge Worker 2		
52133	09	Auto Technician	53241	05	Routemarker 1		
52141	06	Motor Fleet Coordinator	53242	08	Routemarker 2		
52142	07	Motor Fleet Coordinator Specialist	53261	28	Soils Foundation Technician		
7.	<del>30493</del> 07	<del>Maintenance Repair Worker 3</del>	53411	08	Sign Fabrication Technician		
30632	07	Welder 2	53631	04	Roadside Park Caretaker 1		
<del>30672</del> 08	<del>Electrician 2</del>		53632	05	Roadside Park Caretaker 2		
<del>30732</del> 08	<del>Sheet Metal Worker 2</del>		53633	07	Roadside Park Caretaker 3		
52211	07	Mason	54411	05	Equipment Operator 1 (see also Unit 6, Group 13)		
52221	06	Plasterer	54412	06	Equipment Operator 2 (see also Unit 6, Group 13)		
52240	05	Assistant Carpenter	54413	07	Equipment Operator 3 (see also Unit 6, Group 13)		
52241	07	Carpenter 1	54414	07	Equipment Operator 4 (see also Unit 6, Group 13)		
52242	08	Carpenter 2	13.	54421	06	Dredge Operator 1	
52251	07	Painter 1	54422	07	Dredge Operator 2		
52252	08	Painter 2	54411	05	Equipment Operator 1 (see also Unit 6, Group 12)		
52260	05	Assistant Plumber	54412	06	Equipment Operator 2 (see also Unit 6, Group 12)		
52261	07	Plumber 1 (see also Unit 6, Group 8)	54413	07	Equipment Operator 3 (see also Unit 6, Group 12)		
52262	08	Plumber 2 (see also Unit 6, Group 8)	54414	07	Equipment Operator 4 (see also Unit 6, Group 12)		
52271	07	Sheet Metal Worker 1	14.	53320	05	Signal Electrician Assistant	
52272	08	Sheet Metal Worker 2	53322	07	Signal Electrician 1		
52281	07	Electrician 1	53323	08	Signal Electrician 2		
52282	08	Electrician 2	53324	09	Traffic Control Devices Technician		
52290	05	Assistant Air Quality Technician	15.	<del>30582</del> 06	<del>Vehicle Operator 2</del>		
52291	08	Air Quality Technician 1	53821	05	Delivery Worker		
52292	09	Air Quality Technician 2	53841	03	Parking Facilities Attendant 1		
52311	07	Machinist 1	53842	04	Parking Facilities Attendant 2		
52312	08	Machinist 2	53851	08	Lottery Delivery Worker		
52321	06	Welder 1	54431	06	Bookmobile Operator (see also Unit 9, Group 13)		
52322	07	Welder 2	54441	04	Vehicle Operator 1		
52361	09	Restoration Mason	54442	06	Vehicle Operator 2		
52861	08	Locksmith	54451	05	Ambulance Operator		
53111	04	Maintenance Repair Worker 1	16.	54211	06	Aircraft Attendant	
53112	05	Maintenance Repair Worker 2	54221	11	Aircraft Maintenance Technician		
53113	07	Maintenance Repair Worker 3	17.	54461	31	Research Vessel Operator	
53121	06	Maintenance Inspector	18.	22551	07	Lock Area Technician	
53151	09	Assistant Statue/Decorative Artwork Restorer	53230	05	Bridge and Lock Tender		
53161	07	<b>LABORATORY</b> Facility Maintenance Specialist 1	19.	52341	11	Lab Machinist	
53162	09	<b>LABORATORY</b> Facility Maintenance Specialist 2	52351	08	Adaptive Equipment Technician		
53163	11	<b>LABORATORY</b> Facility Maintenance Specialist 3	53811	02	Laborer (see also Unit 6, Group 2)		
8.	52231	07	Steam Fitter 1	53813	04	Laborer Crew Leader	
52232	08	Steam Fitter 2	53831	04	Mover 1		
52260	05	Assistant Plumber	53832	07	Mover 2		

	<b>Class No.</b>	<b>Pay Range</b>	<b>Title</b>		<b>Class No.</b>	<b>Pay Range</b>	<b>Title</b>
<b>Classification Groupings – Bargaining Unit 7</b>					<b>24334</b>	<b>29</b>	<b>DRIVER LICENSE EXAMINER 2 (MOBILE)</b>
1.	21111	29	Livestock Inspector		24341	29	Customer Service Specialist 1
	21122	30	Grain, Feed & Seed Examiner		24342	30	Customer Service Specialist 2
	21141	29	Apiary Specialist	20.	24391	31	Industrial Inspector
	21153	29	Seed Analyst		24411	29	Industrial Safety Inspector
	21261	32	Grain Warehouse Financial Analyst	21.	24421	28	Breath Alcohol Testing Inspector
2.	21161	<del>29-30</del>	Plant Pest Control Specialist		24431	28	Safety and Health Inspector 1
	21172	30	Pesticide/Fertilizer Inspector		24432	29	Safety and Health Inspector 2
3.	21211	28	Egg Products Inspector		24433	30	Safety and Health Compliance Inspector
	21212	26	Poultry Products Inspector		24441	32	Safety and Health Coordinator
	21221	29	Fruit and Vegetable Inspector		24442	33	Safety and Health Consultant
4.	<b>21230</b>	<b>28</b>	<b>MEAT INSPECTOR TRAINEE</b>		24471	30	Industrial Safety Hygienist 1 (see also Unit 7, Group 22)
	21231	30	Meat Inspector		24472	31	Industrial Safety Hygienist 2 (see also Unit 7, Group 22)
	<del>21233</del>	<del>31</del>	<del>Meat Inspection Specialist</del>		24473	33	Industrial Safety Hygienist 3 (see also Unit 7, Group 22)
	21291	31	Food Safety Specialist 1		24474	34	Industrial Safety Hygienist 4 (see also Unit 7, Group 22)
	21292	32	Food Safety Specialist 2		24481	28	Industrial Safety Consultant 1 (see also Unit 7, Group 22)
5.	21581	28	Amusement Ride and Game Inspector 1		24482	29	Industrial Safety Consultant 2 (see also Unit 7, Group 22)
	21582	29	Amusement Ride and Game Inspector 2		24483	31	Industrial Safety Consultant 3 (see also Unit 7, Group 22)
6.	21251	28	Weights and Measures Inspector 1		24484	33	Industrial Safety Consultant Specialist (see also Unit 7, Group 22)
	21252	29	Weights and Measures Inspector 2		24511	31	Ergonomist 1 (see also Unit 7, Group 22)
	21253	30	Weights and Measures Technologist		24512	33	Ergonomist 2 (see also Unit 7, Group 22)
7.	21511	28	Cosmetology Examiner		24513	34	Ergonomist 3 (see also Unit 7, Group 22)
	21512	29	Cosmetology Inspector		26281	31	Wage & Hour Investigator
	21513	30	Cosmetology Inspector, Trainee & Evaluator		31342	29	Safety and Health Inspector 2
	21521	29	Barber Inspector	22.	24471	30	Industrial Safety Hygienist 1 (see also Unit 7, Group 21)
8.	21531	31	Medical Board Compliance Officer		24472	31	Industrial Safety Hygienist 2 (see also Unit 7, Group 21)
	21541	32	Medical Board Enforcement Investigator		24473	33	Industrial Safety Hygienist 3 (see also Unit 7, Group 21)
	21561	33	Pharmacy Board Compliance Agent		24474	34	Industrial Safety Hygienist 4 (see also Unit 7, Group 21)
	21591	32	Dental Board Enforcement Officer		24481	28	Industrial Safety Consultant 1 (see also Unit 7, Group 21)
	21621	32	Nursing Board Enforcement Agent		24482	29	Industrial Safety Consultant 2 (see also Unit 7, Group 21)
9.	23161	31	Hazardous Materials Investigation Specialist 1 (see also Unit 7, Group 11, 9; Unit 13, Group 15)		24483	31	Industrial Safety Consultant 3 (see also Unit 7, Group 21)
	23162	33	Hazardous Materials Investigation Specialist 2 (see also Unit 7, Group 11, 29; Unit 13, Group 15)		24484	33	Industrial Safety Consultant Specialist (see also Unit 7, Group 21)
	23111	29	Motor Carrier Enforcement Inspector		24511	31	Ergonomist 1 (see also Unit 7, Group 21)
10.	23121	30	Public Utilities Transportation Examiner		24512	33	Ergonomist 2 (see also Unit 7, Group 21)
11.	23131	33	Water/Wastewater Service Quality Coordinator		24513	34	Ergonomist 3 (see also Unit 7, Group 21)
	23161	31	Hazardous Materials Investigation Specialist 1 (see also Unit 7, Group 9, 29; Unit 13, Group 15)		26281	31	Wage & Hour Investigator
	23162	33	Hazardous Materials Investigation Specialist 2 (see also Unit 7, Group 9, 29; Unit 13, Group 15)	22.	31342	29	Safety and Health Inspector 2
	23171	33	Telephone Service Quality Coordinator		24471	30	Industrial Safety Hygienist 1 (see also Unit 7, Group 21)
	23181	33	Public Utilities Gas Pipeline Safety Compliance Investigator		24472	31	Industrial Safety Hygienist 2 (see also Unit 7, Group 21)
	23191	33	Public Utilities Electric Compliance Coordinator		24473	33	Industrial Safety Hygienist 3 (see also Unit 7, Group 21)
	26251	30	Public Utilities Consumer Service Investigator (see also Unit 7, Group 27)		24474	34	Industrial Safety Hygienist 4 (see also Unit 7, Group 21)
12.	23311	29	Railroad Inspector 1		24481	28	Industrial Safety Consultant 1 (see also Unit 7, Group 21)
	23312	31	Railroad Inspector 2		24482	29	Industrial Safety Consultant 2 (see also Unit 7, Group 21)
	23313	32	Railroad Inspector 3		24483	31	Industrial Safety Consultant 3 (see also Unit 7, Group 21)
13.	24151	30	High Pressure Piping Inspector		24484	33	Industrial Safety Consultant Specialist (see also Unit 7, Group 21)
14.	24120	30	Inspector		24511	31	Ergonomist 1 (see also Unit 7, Group 21)
	24121	31	Boiler Inspector		24512	33	Ergonomist 2 (see also Unit 7, Group 21)
	24123	31	Nuclear Boiler Inspector		24513	34	Ergonomist 3 (see also Unit 7, Group 21)
15.	24130	30	Interim Electrical Inspector	23.	31784	34	Industrial Safety Hygienist 4
	24131	30	Electrical Inspector		24710	31	Mine Rescue Operations Coordinator
16.	24140	29	Elevator Inspector Trainee		24711	31	Mine Safety Inspector 1
	24141	32	Elevator Inspector		24712	33	Mine Safety Inspector 2
17.	24161	30	Plumbing Inspector 1	24.	22931	30	Mineral Resources Inspector 1
	24162	31	Plumbing Inspector 2		22932	31	Mineral Resources Inspector 2
18.	24311	27	Stationary Load Limit Inspector		22933	32	Mineral Resources Inspector 3
	24312	28	Portable Load Limit Inspector	25.	24911	27	Racing Inspector
	24321	30	Motor Vehicle Investigator (see also Unit 14, Group 18)	26.	24921	30	Embalmer and Funeral Facility Inspector
	24351	28	Motor Vehicle Inspector	27.	21311	31	Agriculture Enforcement Agent
19.	24331	28	Driver's License Examiner 1		21681	32	Chiropractic Board Enforcement Investigator
	24332	29	Driver's License Examiner 2 (CDL)		24971	32	Engineers & Surveyors Enforcement Officer
	24333	29	Driver's License Examiner 2 (Lead Worker)		26121	30	Criminal Investigator 1
					26122	31	Criminal Investigator 2
					26181	27	Institutional Identification Officer
					26210	27	Investigator Assistant
					26211	30	Investigator
					26221	32	Ethics Commission Special Investigator
					26241	30	Consumers' Counsel Utility Investigator
					26251	30	Public Utilities Customer Service Investigator (see also Unit 7, Group 11)

	Class No.	Pay Range	Title		Class No.	Pay Range	Title
	26291	32	Healthcare Investigator Specialist		85831	31	Construction Project Specialist 1 (see also Unit 7, Group 41, 42 and Unit 13, Group 22)
28.	26271	30	Insurance Investigation Officer 1		85833	32	Construction Project Specialist 2 (see also Unit 7, Group 41, 42 and Unit 13, Group 22)
	26272	32	Insurance Investigation Officer 2		85834	33	Construction Project Specialist 3 (see also Unit 7, Group 41, 42 and Unit 13, Group 22)
	26273	33	Insurance Investigation Officer 3		85835	34	Construction Project Specialist 4 (see also Unit 7, Group 41, 42 and Unit 13, Group 22)
	66771	30	Insurance Licensing Examiner		85851	31	Bridge Specialist 1 (see also Unit 7, Group 41, 42 and Unit 13, Group 22)
	67231	30	Insurance Complaint Analyst 1		85852	32	Bridge Specialist 2 (see also Unit 7, Group 41, 42 and Unit 13, Group 22)
	67232	31	Insurance Complaint Analyst 2		85871	31	Transportation Technical Specialist (see also Unit 7, Group 41 & 42; Unit 13, Group 22)
	67233	32	Insurance Complaint Analyst 3		85873	32	Transportation Technician 1 (see also Unit 7, Group 41 & 42; Unit 13, Group 22)
29.	23161	31	Hazardous Materials Investigation Specialist 1 (see Also Unit 7, Group 9 11; Unit 13, Group 15)		85874	33	Transportation Technician 2 (see also Unit 7, Group 41 & 42; Unit 13, Group 22)
	23162	33	Hazardous Materials Investigation Specialist 2 (see Also Unit 7, Group 9 11; Unit 13, Group 15)		85875	34	Transportation Technician 3 (see also Unit 7, Group 41 & 42; Unit 13, Group 22)
	26231	30	Underground Storage Tank Inspector	40.	82311	28	Cartographer (see also Unit 7, Group 39)
	26511	28	Correctional Fire Fighter (see also Unit 3, Group 3)		82320	27	Photogrammetry Technician 1
	26521	30	Fire Safety Inspector		82321	28	Photogrammetry Technician 2
	26531	32	Arson Investigator		82322	29	Photogrammetrist 1 (see also Unit 13, Group 18)
	26541	28	Fire Safety Educator 1 (see also Unit 14, Group 18)		82323	30	Photogrammetrist 2 (see also Unit 13, Group 18)
	26542	29	Fire Safety Educator 2 (see also Unit 14, Group 18)		82324	31	Photogrammetrist 3 (see also Unit 13, Group 18)
	26560	29	Fire Training Equipment Technician	41.	84211	26	Survey Technician 1
	26561	30	Fire Training Officer 1 (see also Unit 14, Group 18)		84212	28	Survey Technician 2
	26562	31	Fire Training Officer 2 (see also Unit 14, Group 18)		84213	29	Survey Technician 3
	64921	31	Hazardous Materials Specialist (see also Unit 13, Group 15)		84330	25	Centrifuge Operator
30.	52421	07	Radio Technician 1		85560	30	Surveyor Trainee (see also Unit 13, Group 7)
	52422	09	Radio Technician 2		85821	30	Design Specialist 1 (see also Unit 7, Group 39, 42 and Unit 13, Group 22)
	52423	10	Radio Technician Specialist		85822	31	Design Specialist 2 (see also Unit 7, Group 39, 42 and Unit 13, Group 22)
31.	52611	28	Broadcasting Engineer		85823	33	Design Specialist 3 (see also Unit 7, Group 39, 42 and Unit 13, Group 22)
	52621	09	Broadcast/Net ITV Coordinator		85824	34	Design Specialist 4 (see also Unit 7, Group 39, 42 and Unit 13, Group 22)
	52642	31	Audio/Visual Production Specialist (see also Unit 13, Group 17)		85831	31	Construction Project Specialist 1 (see also Unit 7, Group 39, 42 and Unit 13, Group 22)
	52643	32	Videographer		85833	32	Construction Project Specialist 2 (see also Unit 7, Group 39, 42 and Unit 13, Group 22)
32.	52631	06	Audio/Visual Repair Worker		85834	33	Construction Project Specialist 3 (see also Unit 7, Group 39, 42 and Unit 3, Group 22)
	52641	07	Audio/Visual Specialist		85835	34	Construction Project Specialist 4 (see also Unit 7, Group 39, 42 and Unit 13, Group 22)
33.	30562	06	Printing Machine Operator 2		85851	31	Bridge Specialist 1 (see also Unit 7, Group 39, 42 and Unit 13, Group 22)
	52711	07	Bindery Operator		85852	32	Bridge Specialist 2 (see also Unit 7, Group 39, 42 and Unit 13, Group 22)
	52721	08	Typesetting Technician		85871	31	Transportation Technical Specialist (see also Unit 7, Group 39, 42 and Unit 13, Group 22)
	52731	08	Printing Machine Operator		85872	32	Transportation Technician 1 (see also Unit 7, Group 39 & 42 and Unit 13, Group 22)
	52741	31	Printing Standards Analyst		85874	33	Transportation Technician 2 (see also Unit 7, Group 39 & 42; Unit 13, Group 22)
	52751	08	Correctional Printing Machine Coordinator		85875	34	Transportation Technician 3 (see also Unit 7, Group 39 & 42; Unit 13, Group 22)
	52760	29	Printing Coordinator (see also Unit 9, Group 12)	42.	31561	26	Project Inspector 1
34.	54571	30	Steam Engineer Examiner		31562	26	Project Inspector 2
35.	31391	29	Case Control Reviewer		31563	29	Project Inspector 3
	69481	28	Social Services Licensing Specialist		84321	26	Materials Controller 1
36.	52661	31	Electronic Design Coordinator		84322	27	Materials Controller 2
	52662	32	Electronic Design Specialist		84323	29	Materials Controller 3
	82111	27	Graphic Artist		84331	26	Bituminous Plant Inspector
	82121	29	Layout Design Artist		84334	28	Bituminous Plant Coordinator
	82122	29	Layout Design Coordinator		84341	30	State Architect's Office Field Inspector
37.	82210	28 29	Photographer		84351	27	Project Inspector 1
	82212	29	Photojournalist		84352	30	Project Inspector 2
38.	82220	25	Photo Laboratory Assistant		85821	30	Design Specialist 1 (see also Unit 7, Group 39, 41 and Unit 13, Group 22)
	82221	26	Photograph Developer <b>DIGITAL PHOTO TECHNICIAN</b>				
39.	82311	28	Cartographer (see also Unit 7, Group 42)				
	84111	25	Drafting Technician 1				
	84112	27	Drafting Technician 2				
	84113	28	Drafting Coordinator				
	85821	30	Design Specialist 1 (see also Unit 7, Group 41, 42 and Unit 13, Group 22)				
	85822	31	Design Specialist 2 (see also Unit 7, Group 41, 42 and Unit 13, Group 22)				
	85823	33	Design Specialist 3 (see also Unit 7, Group 41, 42 and Unit 13, Group 22)				
	85824	34	Design Specialist 4 (see also Unit 7, Group 41, 42 and Unit 13, Group 22)				

Class No.	Pay Range	Title	Class No.	Pay Range	Title
85822	31	Design Specialist 2 (see also Unit 7, Group 39, 41 and Unit 13, Group 22)	12411	27	Medical Records Document Specialist
85823	33	Design Specialist 3 (see also Unit 7, Group 39, 41 and Unit 13, Group 22)	12441	27	State Records Technician 1 (see also Unit 14, Group 16)
85824	34	Design Specialist 4 (see also Unit 7, Group 39, 41 and Unit 13, Group 22)	12442	28	State Records Technician 2 (see also Unit 14, Group 16)
85831	31	Construction Project Specialist 1 (see also Unit 7, Group 39, 41 and Unit 13, Group 22)	12511	25	Office Assistant 1
85833	32	Construction Project Specialist 2 (see also Unit 7, Group 39, 41 and Unit 13, Group 22)	12512	26	Office Assistant 2
85834	33	Construction Project Specialist 3 (see also Unit 7, Group 39, 41 and Unit 13, Group 22)	12513	27	Office Assistant 3
85835	34	Construction Project Specialist 4 (see also Unit 7, Group 39, 41 and Unit 13, Group 22)	12551	27	Secretary
85851	31	Bridge Specialist 1 (see also Unit 7, Group 39, 41 and Unit 13, Group 22)	12611	26	Word Processing Specialist 1
85852	32	Bridge Specialist 2 (see also Unit 7, Group 39, 41 and Unit 13, Group 22)	12612	27	Word Processing Specialist 2
85871	31	Transportation Technical Specialist (see also Unit 7, Group 39 & 41; Unit 13, Group 22)	12621	27	Medical Word Processing Transcriptionist
85873	32	Transportation Technician 1 (see also Unit 7, Group 39 & 41; Unit 13, Group 22)	12711	04	Hearings Bailiff
85874	33	Transportation Technician 2 (see also Unit 7, Group 39 & 41; Unit 13, Group 22)	12721	28	Document Delivery Technician
85875	34	Transportation Technician 3 (see also Unit 7, Group 39 & 41; Unit 13, Group 22)	12731	04	Mail Clerk/Messenger
43. 84411	29	Electronic Technician 1	12732	05	Mail Clerk/Screenener
44. 84611	27	Environmental Technician	16521	30	State Payroll Specialist 1 (see also Unit 14, Group 4 12)
84651	29	Automobile Emissions Inspector	16522	31	State Payroll Specialist 2 (see also Unit 14, Group 4 12)
85861	31	Environmental Specialist 1 (see also Unit 13, Group 15)	16851	29	Customer Service Associate (see also Unit 9, Group 14 13)
85862	32	Environmental Specialist 2 (see also Unit 13, Group 15)	22611	03	Natural Resource Worker (see also Unit 6, Group 2)
85863	33	Environmental Specialist 3 (see also Unit 13, Group 15)	26941	26	Watercraft Records Specialist 1
85864	34	Environmental Specialist 4 (see also Unit 13, Group 15)	26942	28	Watercraft Records Specialist 2
45. 24461	30	Radiation Safety Officer 1	26951	28	Watercraft Registration Agent 1 (see also Unit 9, Group 4)
24462	31	Radiation Safety Officer 2	26952	29	Watercraft Registration Agent 2 (see also Unit 9, Group 4)
84421	29	Radiological Instrument Technician 1	30001	26	Clerical Technician
84422	30	Radiological Instrument Technician 2	30113	25	Clerical Specialist
84423	31	Radiological Instrument Technician 3	30931	26	Statistics Clerk
84631	32	Radiological Analyst	30962	27	Word Processing Specialist 2
84641	30	Health Physicist 1 (see also Unit 13, Group 21)	31171	28	Administrative Secretary 1
84642	31	Health Physicist 2 (see also Unit 13, Group 21)	63141	26	Forms Control Specialist
84643	33	Health Physicist 3 (see also Unit 13, Group 21)	63821	27	Hearing Assistant (see also Unit 14, Group 13)
46. 83250	27	Medical Laboratory Technician (see also Unit 4, Group 5)	64371	25	Travel Counselor 1 (see also Unit 9, Group 13)
86110	02	Laboratory Assistant	64372	26	Travel Counselor 2 (see also Unit 9, Group 13)
86111	24	Laboratory Technician 1	64620	26	Personnel Aide (see also Unit 9, Group 13)
86112	27	Laboratory Technician 2	64641	26	Test Monitor
86113	27	Laboratory Technologist	66931	27	Nosologist
86161	28	Veterinary Pathology Assistant (see also Unit 13, Group 9)	2. 12431	04	Salvage Machine Operator (see also Unit 9, Group 11; Unit 9, Group 14)
47. 83811	31	Soils Resource Specialist (see also Unit 13, Group 13)	14711	03	Stores Clerk
83820	28	Geology Technician	14721	04	Mechanical Stores Clerk
48. 24111	30	Building Inspector	14731	04	Chemical Stores Clerk
49. 26591	07	Fire Fighter	14741	25	Storekeeper 1
26592	08	Lieutenant Fire Fighter	14742	27	Storekeeper 2
50. 53771	06	Highway Technician 1	14751	08	Dock Coordinator
53772	07	Highway Technician 2	30811	25	Storekeeper 1
53773	08	Highway Technician 3	30812	27	Storekeeper 2
53774	09	Highway Technician 4	64520	26	Purchasing Assistant
53775	10	Highway Technician 5	64551	26	Inventory Control Specialist 1
<b>Classification Groupings - Bargaining Unit 9</b>					
1. 12111	03	Clerk 1	14211	04	Commissary Worker 1 (see also Unit 5, Group 4)
12112	04	Clerk 2	14212	06	Commissary Worker 2 (see also Unit 5, Group 4)
12113	26	Clerk 3	16111	05	Cashier (see also Unit 5, Group 4)
12121	27	Statistics Clerk	16211	01	Museum Associate 1
12131	04	Telephone Operator 1	16212	03	Museum Associate 2
12132	25	Telephone Operator 2	4. 16511	26	Account Clerk 1
			16512	27	Account Clerk 2
			16513	28	Account Clerk 3
			26951	28	Watercraft Registration Agent 1 (see also Unit 9, Group 1)
			26952	29	Watercraft Registration Agent 2 (see also Unit 9, Group 1)
			30822	26	Account Clerk 2
			5. 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

Class No.	Pay Range	Title	Class No.	Pay Range	Title	
12331	04	Data Entry Operator 1	66111	26	Accountant/Examiner 1 (see also Unit 14, Group 12)	
12332	25	Data Entry Operator 2	66112	28	Accountant/Examiner 2 (see also Unit 14, Group 12)	
12333	26	Data Entry Operator 3	66113	30	Accountant/Examiner 3 (see also Unit 14, Group 12)	
12341	24	Data Librarian 1	66114	31	Accountant/Examiner 4 (see also Unit 14, Group 12)	
12342	25	Data Librarian 2	66121	26	Unemployment Contribution Examiner 1	
12343	26	Data Librarian 3	66122	27	Unemployment Contribution Examiner 2	
12351	25	Data Control Technician 1	66123	28	Unemployment Contribution Examiner 3	
12352	26	Data Control Technician 2	66124	30	Unemployment Contribution Examiner 4	
12353	27	Data Control Technician 3	66125	31	Unemployment Contribution Examiner 5	
12361	24	Data Technician 1	66131	31	Unemployment Compensation Compliance Auditor 1 (see also Unit 14, Group 12)	
12362	25	Data Technician 2	66221	27	State Accountant Examiner	
12370	25	Computer Operator 1	66391	31	Account Executive	
12371	26	Computer Operator 2	66421	30	Internal EDP Auditor 1 (see also Unit 14, Group 12)	
12372	28	Computer Operator 3	66422	34	Internal EDP Auditor 2 (see also Unit 14, Group 12)	
12373	29	Computer Operator 4	66431	31	Workers' Compensation External Auditor	
12374	30	Computer Operations Analyst	66441	30	Unclaimed Funds Auditor 1 (see also Unit 14, Group 12)	
12821	28	Data Systems Scheduler 1	66442	31	Unclaimed Funds Auditor 2 (see also Unit 14, Group 12)	
12822	29	Data Systems Scheduler 2	66443	32	Unclaimed Funds Auditor 3 (see also Unit 14, Group 12)	
12823	31	Data Systems Scheduler 3	66444	33	Unclaimed Funds Auditor 4 (see also Unit 14, Group 12)	
12824	32	Data Systems Scheduler 4	66451	30	Consumer Finance Examiner 1 (see also Unit 14, Group 12)	
26941	26	Watercraft Records Specialist 1	66452	31	Consumer Finance Examiner 2 (see also Unit 14, Group 12)	
26942	28	Watercraft Records Specialist 2	66453	33	Consumer Finance Examiner 3 (see also Unit 14, Group 12)	
30403	25	Data Entry Operator 3	66454	34	Consumer Finance Examiner 4 (see also Unit 14, Group 12)	
<del>31011</del>	<del>27</del>	<del>Computer Operator 1</del>	9.	64222	31	ODJFS Program Monitor
<del>31012</del>	<del>28</del>	<del>Computer Operator 2</del>		64223	31	Employment Services Manpower Representative
6.	<del>31352</del>	<del>Technical Writer 2</del>		64224	31	Employment Services Coordinator
	84361	Technical Writer 1	10.	16771	28	Disability Insurance Claims Examiner
	84362	Technical Writer 2		16773	30	Disability Insurance Claims Specialist
	84371	Engineering Clerk	11.	12421	25	Reproduction Equipment Operator 1
7.	84381	Traffic Technician 1		12422	27	Reproduction Equipment Operator 2
	84382	Traffic Technician 2		12431	04	Salvage Machine Operator (see also Unit 9, Group 2 AND 14; Unit 9, Group 15)
	84391	Traffic Analyst		<del>30342</del>	<del>25</del>	<del>Accounting Machine Operator 2</del>
8.	16720	Workers' Compensation Claims Assistant	12.	52760	29	Printing Coordinator (see also Unit 7, Group 35 33)
	16721	Workers' Compensation Medical Claims Specialist		52431	06	Radio Operator
	16722	Workers' Compensation Claims Specialist		52441	05	Radio Dispatcher
	16740	Unemployment Claims Examiner 1		52521	28	Telecommunications Operator 1
	16741	Unemployment Claims Examiner 2		52522	29	Telecommunications Operator 2
	16742	Unemployment Claims Examiner 3	13.	16731	28	Provider Relations Representative 1
	16743	Unemployment Claims Fraud Examiner		16732	30	Provider Relations Representative 2
	16744	Unemployment Claims Examiner 4		16851	29	Customer Service Associate (see also Unit 9, Group 1)
	16745	Unemployment Claims Specialist 1		17211	27	Supplemental Income Claims Processor
	16746	Unemployment Claims Specialist 2		17221	28	Health Financial Resource Specialist
	16781	Auto Liability Claims Specialist 1		18311	25	Library Assistant 1
	16782	Auto Liability Claims Specialist 2		18312	27	Library Assistant 2
	16791	Claims Examiner 1		18313	27	Library Associate
	16792	Claims Examiner 2		31091	27	Permit Technician 1
	16793	Claims Examiner 3		52411	08	Telecommunications Technician 1
	16794	Claims Examiner 4		52412	10	Telecommunications Technician 2
	16795	Claims Examiner Specialist		52413	11	Telecommunications Technician Coordinator
	16841	Certification/Licensure Examiner 1		52481	09	Telecommunications Network Operator 1 (see also Unit 14, Group 3b)
	16842	Certification/Licensure Examiner 2		52482	11	Telecommunications Network Operator 2 (see also Unit 14, Group 3b)
	26261	BWC Fraud Investigator		52483	12	Telecommunications Network Operator 3 (see also Unit 14, Group 3b)
	26262	BWC Fraud Analyst		52490	30	Telecommunications Service Request Coordinator (see also Unit 14, Group 3)
	<del>30864</del>	<del>Examiner 4</del>				
	30972	Accountant 2 (see also Unit 14, Group 12)				
	33292	Workers' Compensation Claims Representative 2				
	33293	Workers' Compensation Claims Representative 3				
	33294	Workers' Compensation Claims Representative 4				
	33411	BWC Customer Service Representative				
	63521	BWC Employer Services Representative				
	64210	Employment Services Interviewer				
	64211	Employment Services Representative				
	64212	Employment Services Counselor				
	64220	Veterans Employment Representative				
	64221	Disabled Veterans Outreach Specialist				
	64281	Customer Service Representative				
	64282	Customer Service Disabled Outreach Specialist				
	64283	Customer Service Veterans Employment Representative				
	64284	Customer Service Specialist				
	64451	BWC Customer Service Representative				

Class No.	Pay Range	Title	Class No.	Pay Range	Title
52491	34	Telecommunications Analyst 1 (see also Unit 14, Group 3b)	86161	28	Veterinarian Pathology Assistant (see also Unit 7, Group 48 46)
52492	35	Telecommunications Analyst 2 (see also Unit 14, Group 3b)	10.	66361 35	Energy Specialist
54431	06	Bookmobile Operator (see also Unit 6, Group 15)		66951 33	Utility Specialist 1
64341	04	Tour Guide		66952 34	Utility Specialist 2
64343	26	Tour Coordinator		66953 35	Utility Specialist 3
64371	25	Travel Counselor 1 (see also Unit 9, Group 1)	11.	<del>83211 29</del>	<del>Microbiologist 1</del>
64372	26	Travel Counselor 2 (see also Unit 9, Group 1)		<del>83212 31</del>	<del>Microbiologist 2</del>
64431	27	Customer Service Assistant 1		<del>83213 32</del>	<del>Microbiologist Coordinator</del>
64432	28	Customer Service Assistant 2		<b>83291 29</b>	<b>LABORATORY SCIENTIST 1</b>
64433	29	Customer Service Assistant 3		<b>83292 31</b>	<b>LABORATORY SCIENTIST 2</b>
64481	28	Benefits Customer Service Representative		<b>83293 32</b>	<b>LABORATORY SCIENTIST 3</b>
64620	26	Personnel Aide (see also Unit 9, Group 1)	12.	65921 36	Veterinary Toxicologist
64681	27	Employee Benefits Coordinator 1		65931 36	Veterinary Pathologist
64682	29	Employee Benefits Coordinator 2		65951 31	Histotechnologist
66752	29	Safety Responsibility Evaluator 2		66951 33	Utility Specialist 1
66761	30	Traffic Safety Specialist (see also Unit 14, Group 21)		66952 34	Utility Specialist 2
84571	26	Permit Technician 1		66953 35	Utility Specialist 3
84572	30	Permit Technician 2		<del>83221 29</del>	<del>Chemist 1</del>
67231	30	Insurance Complaint Analyst 1		<del>83222 30</del>	<del>Chemist 2</del>
67232	31	Insurance Complaint Analyst 2		<del>83223 31</del>	<del>Chemist 3</del>
67233	32	Insurance Complaint Analyst 3		<del>83224 32</del>	<del>Chemist 4</del>
14.	12431 09	Salvage Machine Operator (see also Unit 9, Group 42, Unit 9, Group 2 11)		<del>83251 30</del>	<del>Medical Laboratory Technologist 1</del>
				<del>83252 31</del>	<del>Medical Laboratory Technologist 2</del>
				86141 33	Criminalist
				86151 31	Liquor Control Chemist
			13.	83811 31	Soils Resource Specialist (see also Unit 7, Group 49 47)
				83821 29	Geologist 1
				83822 31	Geologist 2
				83823 32	Geologist 3
				83824 33	Geologist 4
			14.	85110 30	Designer 1
				85111 32	Designer 2
				85113 34	Architect
				85211 34	Plans Examiner
			15.	23161 31	Hazardous Materials Investigation Specialist 1 (see also Unit 7, Group 9, 11 & 29)
				23162 33	Hazardous Materials Investigation Specialist 2 (see also Unit 7, Group 9, 11 & 29)
				64921 31	Hazardous Materials Specialist (see also Unit 7, Group 29)
				85640 30	Transportation Engineer Intern (see also Unit 13, Group 6)
				85641 31	Transportation Engineer 1 (see also Unit 13, Group 6)
				85642 32	Transportation Engineer 2 (see also Unit 13, Group 6)
				85712 32	Environmental Engineer 2
				85721 32	Air Quality Engineer 1
				85861 31	Environmental Specialist 1 (see also Unit 7, Group 44)
				85862 32	Environmental Specialist 2 (see also Unit 7, Group 44)
				85863 33	Environmental Specialist 3 (see also Unit 7, Group 44)
				85864 34	Environmental Specialist 4 (see also Unit 7, Group 44)
			16.	83831 27	Horticulturist 1
				83832 28	Horticulturist 2
				85740 31	Natural Resources Engineer Intern
				85741 32	Natural Resources Engineer 1
				85742 33	Natural Resources Engineer 2
				85910 28	Landscape Architect Aide
				85911 31	Landscape Architect 1
				85912 32	Landscape Architect 2
			17.	52642 31	Audio/Visual Production Specialist (see also Unit 7, Group 31)
			18.	82322 29	Photogrammetrist 1 (see also Unit 7, Group 40)
				82323 30	Photogrammetrist 2 (see also Unit 7, Group 40)
				82324 31	Photogrammetrist 3 (see also Unit 7, Group 40)
			19.	63281 30	Facilities Planner (see also Unit 14, Group 21)

**Classification Groupings - Bargaining Unit 13**

	Class No.	Pay Range	Title
20.	85311	28	Planner 1
	85312	30	Planner 2
	85313	32	Planner 3
	85851	31	Bridge Specialist 1 (see also Unit 7, Group 39, 41, 42 and Unit 13, Group 22)
	85852	32	Bridge Specialist 2 (see also Unit 7, Group 39, 41, 42 and Unit 13, Group 22)
21.	83231	29	Entomologist
	83261	32	Public Health Entomologist
	84641	30	Health Physicist 1 (see Also Unit 7, Group 45)
	84642	31	Health Physicist 2 (see also Unit 7, Group 45)
	84643	33	Health Physicist 3 (see also Unit 7, Group 45)
22.	85821	30	Design Specialist 1 (see also Unit 7, Group 39, 41 and 42)
	85822	31	Design Specialist 2 (see also Unit 7, Group 39, 41 and 42)
	85823	33	Design Specialist 3 (see also Unit 7, Group 39, 41 and 42)
	85824	34	Design Specialist 4 (see also Unit 7, Group 39, 41 and 42)
	85831	31	Construction Project Specialist 1 (see also Unit 7, Group 39, 41 & 42)
	85833	32	Construction Project Specialist 2 (see also Unit 7, Group 39, 41 & 42)
	85834	33	Construction Project Specialist 3 (see also Unit 7, Group 39, 41 & 42)
	85835	34	Construction Project Specialist 4 (see also Unit 7, Group 39, 41 & 42)
	85851	31	Bridge Specialist 1 (see also Unit 7, Group 39, 41, 42, Unit 13, Group 20)
	85852	32	Bridge Specialist 2 (see also Unit 7, Group 39, 41, 42, Unit 13, Group 20)
	85871	31	Transportation Technical Specialist (see also Unit 7, Group 39, 41 & 42)
	85873	32	Transportation Technician 1 (see also Unit 7, Group 39, 41 & 42)
	85874	33	Transportation Technician 2 (see also Unit 7, Group 39, 41 & 42)
	85875	34	Transportation Technician 3 (see also Unit 7, Group 39, 41 & 42)
	23.	65761	29
65762		32	Epidemiology Investigator 2
65763		33	Epidemiology Investigator 3

#### Classification Groupings - Bargaining Unit 14

The following represents the parties' agreement to alter Groups 1, 2, 3 and 4 in Unit 14. The parties agree that the letter designation in Group 3 represent an individual group, e.g. Group 3(a) is a separate and independent same or similar grouping. **NOTE: THE NEW IT POSITIONS IN BARGAINING UNIT 14 WILL BE ADDED TO GROUPS AT A LATER DATE. THESE NEW IT POSITIONS WILL BE PHASED IN AGENCY-BY-AGENCY.**<sup>1</sup>

1.	12380	32	Data Security Specialist
	12381	34	Data Security Analyst 1
	12382	35	Data Security Analyst 2
	67121	34	Business Continuity Analyst 1
	67122	35	Business Continuity Analyst 2
2.	22191	30	Wildlife Communications Specialist
	22192	31	Wildlife Communications Coordinator
	63151	28	Publication Specialist 1
	63152	30	Publication Specialist 2
	64411	27	Information Writer 1
	64412	29	Information Writer 2
	64413	31	Publications Editor
	64420	30	Public Information Specialist
3. (a)	64461	31	Environmental Public Information Officer
	12391	28	Data Systems Coordinator 1
	12392	29	Data Systems Coordinator 2
	31421	29	Data Systems Coordinator 1
	31422	30	Data Systems Coordinator 2
	67411	33	Forensic Computer Specialist 1
	67412	34	Forensic Computer Specialist 2
	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 (see also Unit 14, Group 3c, Network Administrator 1 only)
	64142	33	Programmer Specialist 2 (see also Unit 14, Group 3c, Network Administrator 1 or 2 only)
	64151	32	Data Base Analyst 1
	64152	33	Data Base Analyst 2
	64153	34	Data Base Analyst 3
	64154	35	Data Base Analyst 4
	64155	36	Data Base Analyst 5
	64161	35	Information Technology Consultant 1
64162	36	Information Technology Consultant 2	
64191	33	Systems Programmer 1	

<sup>1</sup> The new IT classifications will be phased in agency-by-agency and put into groups before the transition begins.

	Class No.	Pay Range	Title		Class No.	Pay Range	Title	
	64192	34	Systems Programmer 2		84542	30	Real Property Tax Appraiser 2 (see also Unit 14, Group 7)	
	64193	35	Systems Programmer 3		84543	32	Real Property Tax Appraiser 3 (see also Unit 14, Group 7)	
	64194	36	Systems Programmer 4		7.	66551	30	Contract Evaluator/Negotiator (see also Unit 14, Group 21)
3. (b)	52481	09	Telecommunications Network Operator 1 (see also Unit 9, Group 13)		84521	28	Realty Specialist 1 (see also Unit 14, Group 6)	
	52482	11	Telecommunications Network Operator 2 (see also Unit 9, Group 13)		84522	30	Realty Specialist 2 (see also Unit 14, Group 6)	
	52483	12	Telecommunications Network Operator 3 (see also Unit 9, Group 13)		84523	31	Realty Specialist 3 (see also Unit 14, Group 6)	
	52490	30	Telecommunications Service Request Coordinator (see also Unit 9, Group 13)		84531	28	Property Management Specialist	
	52491	34	Telecommunications Analyst 1 (see also Unit 9, Group 13)		84541	28	Real Property Tax Appraiser 1 (see Also Unit 14, Group 6)	
	52492	35	Telecommunications Analyst 2 (see also Unit 9, Group 13)		84542	30	Real Property Tax Appraiser 2 (see Also Unit 14, Group 6)	
	66511	31	Telecommunications Billing Analyst		84543	32	Real Property Tax Appraiser 3 (see Also Unit 14, Group 6)	
	67111	33	Telecommunications Systems Analyst 1		84551	27	Title Agent	
	67112	34	Telecommunications Systems Analyst 2		84561	27	Property Agent	
	67113	35	Telecommunications Systems Analyst 3		84563	29	Property Agent Coordinator	
	67141	31	IT Quality Control Analyst 1		84581	29	Utilities Relocation Technician 1	
	67142	32	IT Quality Control Analyst 2		84582	30	Utilities Relocation Technician 2	
	85671	29	GIMS Technician 1		84583	31	Utilities Relocation Technician 3	
	85672	30	GIMS Technician 2		84591	30	Real Estate Disposition Coordinator	
	85771	30	GIMS Specialist 1		84592	31	Real Estate Specialist	
	85772	32	GIMS Specialist 2	8.	84711	27	Road Inventory Specialist 1	
3. (c)	64181	31	Minicomputer Operations Technician (see also Unit 14, Group 3a)		84712	28	Road Inventory Specialist 2	
	64182	33	Minicomputer Systems Programmer (see also Unit 14, Group 3a)	9.	63711	33	Parole Board Hearing Officer	
	67131	32	Network Administrator 1 (see also Unit 14, Group 3a)		63810	27	Paralegal/Legal Assistant 1	
	67132	33	Network Administrator 2 (see also Unit 14, Group 3a)		63811	29	Paralegal/Legal Assistant 2	
	67133	34	Network Administrator 3 (see also Unit 14, Group 3a)		63831	31	Hearing Officer	
	67191	32	Network Services Technician 1		63840	28	Legal Intern	
	67192	33	Network Services Technician 2		63841	30	Law Clerk	
	67193	34	Network Services Technician 3		63842	31	Attorney 1	
	67194	35	Network Services Technician 4		63843	32	Attorney 2	
	67195	36	Network Services Technician 5		63844	33	Attorney 3	
3. (d)	31721	30	Security Specialist (see also Unit 3, Group 4)		63881	34	Utilities Attorney Examiner 1	
	46131	26	Lottery Game Security Specialist (see also Unit 3, Group 4)		63882	35	Utilities Attorney Examiner 2	
4.	64171	34	Computer Acquisition Analyst 1		63891	34	Utility Attorney	
	64172	35	Computer Acquisition Analyst 2		63921	34	Industrial Commission District Hearing Officer 1	
	64173	36	Computer Acquisition Analyst 3		63922	35	Industrial Commission District Hearing Officer 2	
	64521	28	Purchasing Specialist		63923	36	Industrial Commission Staff Hearing Officer 1	
	64522	28	Purchasing Agent		63950	32	UC Administrative Lay Hearing Officer	
	64523	30	Purchasing Coordinator		63951	34	UC Administrative Hearing Officer Trainee	
	64530	27	State Purchasing Assistant		63971	32	ODJFS Hearing Officer 1	
	64531	28	State Purchasing Specialist		63972	33	ODJFS Hearing Officer 2	
	64532	31	State Purchasing Procurement Coordinator		63981	34	BWC Attorney 1	
	64533	32	State Purchasing Procurement Support Analyst		63982	35	BWC Attorney 2	
	64534	32	State Purchasing Standards Analyst	10.	30351	32	Management Analyst 3 (Non-Exempt)	
	64541	33	State Procurement Analyst (see also Unit 14, Group 10)		31863	32	Researcher 3	
	64552	28	Inventory Control Specialist 2		63111	29	Forms Analyst 1	
	64571	30	Business Enterprise Specialist		63112	30	Forms Analyst 2	
	64574	31	Business Enterprise Program Coordinator		63211	30	Management Analyst	
5.	31362	31	Training Officer 2		64381	32	International Commercial Officer	
	53221	32	Regional Equipment Training Specialist		64391	32	Marketing Development Analyst	
	64651	28	Trainer		64491	30	Domestic Commercial Officer	
	64652	31	Training Officer		64541	33	State Procurement Analyst (see also Unit 14, Group 4)	
6.	84511	27	Appraiser 1		64591	32	WIC Vendor Specialist	
	84512	29	Appraiser 2		65250	30	Benefits Management Representative (see also Unit 14, Group 13)	
	84513	30	Appraiser 3		65261	32	Social Sciences Research Analyst	
	84514	31	Appraisal Specialist		65262	33	Social Sciences Research Specialist	
	84521	28	Realty Specialist 1 (see also Unit 14, Group 7)		66321	31	Economist	
	84522	30	Realty Specialist 2 (see also Unit 14, Group 7)		66331	28	Labor Market Analyst 1	
	84523	31	Realty Specialist 3 (see also Unit 14, Group 7)		66332	30	Labor Market Analyst 2	
	84541	28	Real Property Tax Appraiser 1 (see also Unit 14, Group 7)		66333	31	Labor Market Analyst 3	
					66340	27	Market Reporter	
					66350	32	Assistant Foreign Office Manager	
					66371	32	Environmental Economist	
					66381	32	Community Development Analyst	
					66911	29	Statistician 1	
					66912	30	Statistician 2	

	Class No.	Pay Range	Title		Class No.	Pay Range	Title
	66921	28	Researcher 1		66421	30	Internal EDP Auditor 1 (see also Unit 9, Group 8)
	66922	30	Researcher 2		66422	34	Internal EDP Auditor 2 (see also Unit 9, Group 8)
	66923	32	Researcher 3		66432	31	Employee Services Specialist
	66971	29	Energy Analyst 1		66441	30	Unclaimed Funds Auditor 1 (see also Unit 9, Group 8)
	66972	32	Energy Analyst 2		66442	31	Unclaimed Funds Auditor 2 (see also Unit 9, Group 8)
	66973	33	Energy Program Developer		66443	32	Unclaimed Funds Auditor 3 (see also Unit 9, Group 8)
	66981	32	Demographer		66444	33	Unclaimed Funds Auditor 4 (see also Unit 9, Group 8)
	69471	32	ODJFS Case Management Analyst		66451	30	Consumer Finance Examiner 1 (see also Unit 9, Group 8)
11.	31772	31	EEO Contract Compliance Officer 2		66452	31	Consumer Finance Examiner 2 (see also Unit 9, Group 8)
	63481	33	Civil Rights Alternative Dispute Resolution Mediator		66453	33	Consumer Finance Examiner 3 (see also Unit 9, Group 8)
	69111	29	Civil Rights Investigator 1		66454	34	Consumer Finance Examiner 4 (see also Unit 9, Group 8)
	69112	31	Civil Rights Investigator 2		66461	31	ODJFS External Auditor 1 (see also Unit 14, Group 13)
	69121	29	Civil Rights Specialist		66462	32	ODJFS External Auditor 2 (see also Unit 14, Group 13)
	69123	30	Civil Rights Compliance Coordinator		66463	33	ODJFS External Auditor 3 (see also Unit 14, Group 13)
	69131	27	EEO Technician		66531	30	Fiscal Specialist 1
	69132	30	EEO Officer		66532	32	Fiscal Specialist 2
	69150	28	Minority Business Officer		66581	29	Securities Examiner 1
	69151	28	Minority Business Coordinator		66582	30	Securities Examiner 2
	69160	28	EEO Contract Technician		66591	31	Securities Specialist 1
	69161	30	EEO Contract Officer		66592	32	Securities Specialist 2
	69162	31	EEO Contract Coordinator		66593	33	Securities Specialist 3
	69163	32	EEO Contract Specialist		66594	34	Securities Specialist 4
	69171	29	EEO Enforcement Officer		66611	31	Securities Analyst 1
	69191	30	Minority Procurement Analyst 1		66612	32	Securities Analyst 2
	69192	32	Minority Procurement Analyst 2		66613	33	Securities Analyst 3
	69193	32	Minority Procurement Coordinator		66614	34	Securities Analyst 4
12.	16521	30	State Payroll Specialist 1 (see also Unit 9, Group 1)		66941	28	Utility Rate Analyst 1
	16522	31	State Payroll Specialist 2 (see also Unit 9, Group 1)		66942	30	Utility Rate Analyst 2
	30972	28	Accountant 2 (see also Unit 9, Group 8)		66943	32	Utility Rate Analyst Coordinator
	31475	34	Financial Institution Examiner Specialist		67321	30	Housing Grant Analyst 1
	333H	33	Employer Services Analyst		67322	32	Housing Grant Analyst 2
	63161	28	Grants Coordinator 1		67323	33	Housing Grant Analyst 3
	63162	30	Grants Coordinator 2		67331	31	Housing Development Analyst
	63251	32	Budget Analyst 1		67332	33	Housing Development Planner
	63252	33	Budget Analyst 2		67341	32	Housing Default Analyst
	63311	28	Business Service Officer		67351	28	Housing Examiner 1
	63361	29	Deputy Registrar Field Representative		67352	30	Housing Examiner 2
	64711	30	Criminal Justice Planning Specialist		67353	31	Housing Examiner 3
	64712	31	Criminal Justice Planner		67354	32	Housing Examiner 4
	64721	32	Criminal Justice Field Representative		83851	32	Coal Program Financial Analyst
	64722	33	Criminal Justice Policy Specialist		85881	32	Environmental Grant Analyst
	64731	32	Jail Inspector	13.	30242	30	Administrative Assistant 2 (Non-Exempt)
	66111	26	Accountant/Examiner 1 (see also Unit 9, Group 8)		30243	32	Administrative Assistant 3 (Non-Exempt)
	66112	28	Accountant/Examiner 2 (see also Unit 9, Group 8)		31181	28	Administrative Assistant 1
	66113	30	Accountant/Examiner 3 (see also Unit 9, Group 8)		31382	31	Budget Officer 2
	66114	31	Accountant/Examiner 4 (see also Unit 9, Group 8)		31870	29	Assistant Liaison Officer
	66131	31	Unemployment Compensation Compliance Auditor 1 (see also Unit 9, Group 8)		63121	28	Administrative Assistant 1
	66140	29	Financial Institution Examiner Trainee		63510	29	Assistant Liaison Officer
	66141	30	Financial Institution Examiner 1		63511	33	Liaison Officer 1
	66142	31	Financial Institution Examiner 2		63821	27	Hearing Assistant (see also Unit 9, Group 1)
	66143	33	Financial Institution Examiner 3		65221	30	MH Administrator 1
	66144	34	Financial Institution Examiner 4		65250	30	Benefits Management Representative (see also Unit 14, Group 10)
	66145	35	Financial Institution Examiner 5		66191	31	Provider Reimbursement Analyst 1
	66161	28	Utility Auditor 1	14.	66192	32	Provider Reimbursement Analyst 2
	66162	30	Utility Auditor 2		66461	31	ODJFS External Auditor 1 (see also Unit 14, Group 12)
	66163	32	Utility Auditor Coordinator		66462	32	ODJFS External Auditor 2 (see also Unit 14, Group 12)
	66231	31	State Accounting Specialist		66463	33	ODJFS External Auditor 3 (see also Unit 14, Group 12)
	66241	28	Bond Accountant 1	15.	24951	32	Aviator 1
	66242	30	Bond Accountant 2		24952	33	Aviator 2
	66243	31	Bond Accountant 3		66811	28	Tax Commissioner Agent 1
	66244	32	Bond Accountant Coordinator		66812	29	Tax Commissioner Agent 2
	66411	31	Internal Auditor 1		66813	30	Tax Commissioner Agent 3
	66412	32	Internal Auditor 2		66814	31	Tax Commissioner Agent 4
	66413	33	Internal Auditor 3		66815	32	Tax Commissioner Agent 5
					66851	30	Tax Auditor Agent 1
					66852	31	Tax Auditor Agent 2
					66853	32	Tax Auditor Agent 3
					66854	33	Tax Auditor Agent 4

	<b>Class No.</b>	<b>Pay Range</b>	<b>Title</b>		<b>Class No.</b>	<b>Pay Range</b>	<b>Title</b>	
	66855	34	Tax Auditor Agent 5		67221	33	Insurance Examination Data Specialist	
16.	12441	27	State Records Technician 1 (see also Unit 9, Group 1)	21.	63280	28	Space Planner	
	12442	28	State Records Technician 2 (see also Unit 9, Group 1)		63281	30	Facilities Planner (see also Unit 13, Group 19)	
	63231	28	Correctional Records Management Officer		66551	30	Contract Evaluator/Negotiator (see also Unit 14, Group 7)	
	63271	27	Records Management Officer		66761	30	Traffic Safety Specialist (see also Unit 9, Group 13)	
	63291	30	State Records Management Analyst	22.	16760	28	Disability Claims Development Analyst	
	64331	29	Cancer Registrar		16761	28	Disability Claims Adjudicator 1	
	64361	27	Health Information Technician 1		16762	30	Disability Claims Adjudicator 2	
	64362	29	Health Information Technician 2		16763	31	Disability Claims Adjudicator 3	
17.	64811	28	Fine Arts Specialist 1		16764	32	Disability Claims Specialist	
	64812	30	Fine Arts Specialist 2	23.	64581	30	Lottery Ticket Sales Representative 1	
	64813	32	Fine Arts Specialist 3		64582	31	Lottery Ticket Sales Representative 2	
18.	24321	30	Motor Vehicle Investigator (see also Unit 7, Group 18)		64561	29	Penal Industry Sales Representative	
	26541	28	Fire Safety Educator 1 (see also Unit 7, Group 29)	24.	69601	E1	Educational Employee Consultant 1	
	26542	29	Fire Safety Educator 2 (see also Unit 7, Group 29)		69602	E2	Educational Employee Consultant 2	
	26561	30	Fire Training Officer 1 (see also Unit 7, Group 29)		69603	E3	Educational Employee Consultant 3	
	26562	31	Fire Training Officer 2 (see also Unit 7, Group 29)		<b>TBD</b>	<b>69921</b>	<b>30</b>	<b>INFORMATION TECHNOLOGIST 1</b>
	31421	29	Data Systems Coordinator 1		<b>69922</b>	<b>32</b>	<b>INFORMATION TECHNOLOGIST 2</b>	
	64911	29	Disaster Services Consultant 1		<b>69923</b>	<b>33</b>	<b>INFORMATION TECHNOLOGIST 3</b>	
	64912	32	Disaster Services Consultant 2		<b>69931</b>	<b>33</b>	<b>INFRASTRUCTURE SPECIALIST 1</b>	
19.	64671	28	Personnel Testing Specialist 1		<b>69932</b>	<b>34</b>	<b>INFRASTRUCTURE SPECIALIST 2</b>	
	64672	30	Personnel Testing Specialist 2		<b>69933</b>	<b>35</b>	<b>INFRASTRUCTURE SPECIALIST 3</b>	
	64673	32	Personnel Testing Specialist 3		<b>69934</b>	<b>36</b>	<b>INFRASTRUCTURE SPECIALIST 4</b>	
	64691	34	Technology-Based Training Developer		<b>69941</b>	<b>33</b>	<b>SOFTWARE DEVELOPMENT SPECIALIST 1</b>	
20.	33283	35	Insurance Actuarial Analyst 3		<b>69942</b>	<b>34</b>	<b>SOFTWARE DEVELOPMENT SPECIALIST 2</b>	
	66720	30	Insurance Examiner Trainee		<b>69943</b>	<b>35</b>	<b>SOFTWARE DEVELOPMENT SPECIALIST 3</b>	
	66721	32	Insurance Examiner		<b>69944</b>	<b>36</b>	<b>SOFTWARE DEVELOPMENT SPECIALIST 4</b>	
	66722	33	Insurance Examiner Analyst		<b>69951</b>	<b>33</b>	<b>DATABASE ADMINISTRATOR 1</b>	
	66731	31	Insurance Actuarial Analyst 1		<b>69952</b>	<b>35</b>	<b>DATABASE ADMINISTRATOR 2</b>	
	66732	33	Insurance Actuarial Analyst 2		<b>69953</b>	<b>36</b>	<b>DATABASE ADMINISTRATOR 3</b>	
	66733	35	Insurance Actuarial Analyst 3		<b>69961</b>	<b>33</b>	<b>BUSINESS PROCESS ANALYST 1</b>	
	66734	36	Insurance Actuarial Analyst 4		<b>69962</b>	<b>35</b>	<b>BUSINESS PROCESS ANALYST 2</b>	
	66741	31	Insurance Contract Analyst 1		<b>69963</b>	<b>36</b>	<b>BUSINESS PROCESS ANALYST 3</b>	
	66742	32	Insurance Contract Analyst 2		<b>69971</b>	<b>36</b>	<b>CONSULTANT ARCHITECT</b>	
	66743	33	Insurance Contract Analyst 3					
	66744	34	Insurance Contract Analyst 4					
	66745	35	Insurance Contract Analyst 5					
	66791	31	Worker's Compensation Underwriter					
	67211	30	Insurance Compliance Examiner 1					
	67212	32	Insurance Compliance Examiner 2					
	67213	33	Insurance Compliance Examiner 3					

## APPENDIX J – GEOGRAPHIC JURISDICTIONS<sup>1</sup>

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.

<sup>1</sup> Although not represented here (other than DRC), all changes will be housekeeping representing additions, deletions or changes or the geographic districts.

### ADJUTANT GENERAL

Statewide

### DEPARTMENT OF ADMINISTRATIVE SERVICES

#### Two (2) Districts

District #1 - Cuyahoga County

District #2 - Franklin County

### DEPARTMENT OF AGRICULTURE

Statewide

### DEPARTMENT OF AGING

Statewide

### ALCOHOL AND DRUG ADDICTION SERVICES

Statewide

### OFFICE OF BUDGET AND MANAGEMENT

Statewide

### CIVIL RIGHTS COMMISSION

#### Six (6) Districts

##### District #1

Williams	Defiance	Paulding	Fulton
Henry	Putnam	Ottawa	Sandusky
Seneca	Wyandot	Crawford	Lucas
Wood	Hancock		

**District #2**

Darke	Preble	Shelby	Miami
Montgomery	Logan	Champaign	Clark
Green	Mercer	Allen	Van Wert
Auglaize	Hardin		

**District #3**

Butler	Hamilton	Warren	Clermont
Clinton	Pike	Vinton	Fayette
Highland	Brown	Adams	Scioto
Lawrence	Jackson	Gallia	Meigs

**District #4**

Lorain	Cuyahoga	Lake	Geauga
Ashtabula	Ashland	Richland	Medina
Erie	Huron		

**District #5**

Wayne	Summit	Stark	Trumbull
Mahoning	Columbiana	Portage	Coshocton
Knox	Holmes	Carroll	Harrison
Jefferson	Tuscarawas		

**District #6**

Union	Madison	Guernsey	Delaware
Franklin	Pickaway	Monroe	Ross
Noble	Licking	Fairfield	Hocking
Perry	Athens	Washington	Muskingum
Belmont	Morgan	Marion	Morrow

**DEPARTMENT OF COMMERCE**

Statewide

**OFFICE OF CONSUMER'S COUNSEL**

Statewide

**DEPARTMENT OF DEVELOPMENT**

Statewide

**DEPARTMENT OF EDUCATION**

Statewide

**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**

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

**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
Morrow			

**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	Morgan
Muskingum	Coshocton	Holmes	Noble
Tuscarawas	Guernsey	Washington	Carroll
Harrison	Belmont	Jefferson	Monroe

**District #5**

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

**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	Licking	Fairfield
Hocking	Vinton	Jackson	Lawrence
Coshocton	Muskingum	Perry	Morgan
Athens	Meigs	Gallia	Guernsey
Noble	Washington	Harrison	Jefferson
Belmont	Monroe	Shelby	Union
Logan	Delaware		

**District #2**

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

**DEPARTMENT OF INSURANCE**

Statewide

**DEPARTMENT OF JOB AND FAMILY SERVICES****Six (6) Districts****District #1**

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

**District #2**

Butler	Champaign	Clark	Clermont
Clinton	Darke	Green	Hamilton
Miami	Montgomery	Preble	Shelby
Warren			

**District #3**

Adams	Brown	Delaware	Fairfield
Fayette	Franklin	Gallia	Highland
Jackson	Lawrence	Licking	Logan
Madison	Pickaway	Pike	Ross
Scioto	Union	Vinton	

**District #4**

Ashland	Crawford	Cuyahoga	Geauga
Huron	Knox	Lake	Lorain
Marion	Morrow	Richland	Seneca
Wyandot			

**District #5**

Ashtabula	Mahoning	Medina	Portage
Stark	Summit	Trumbull	Wayne

**District #6**

Athens	Belmont	Carroll	Columbiana
Coshocton	Guernsey	Harrison	Hocking
Holmes	Jefferson	Meigs	Monroe
Morgan	Muskingum	Noble	Perry
Tuscarawas	Washington		

**STATE LIBRARY**

Statewide

**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** - Athens  
**District #7** - Stark  
**District #8** - Mahoning  
**District #9** - Lorain

**DEPARTMENT OF MENTAL HEALTH**

(Employees in Units 4 and 14 within child care programs\* may displace employees or promote into positions within their jurisdictions. However, employees in Units 4 and 14 may not displace employees, be recalled or reemployed or promoted into positions in child care programs\* unless within the last five (5) years they have either completed relevant training and/or course work pertaining to emotionally disturbed children and adolescent topics and/or significant experience working directly with emotionally disturbed children and adolescents as defined by the applicable regulatory agencies.)

**Four (4) districts****District #1**

Central Office, Office of Support Services (OSS)

**District #2**

Appalachian Behavioral Healthcare: Athens and Cambridge Campuses, Heartland Behavioral Healthcare

**District #3**

Summit Behavioral Healthcare, Twin Valley Behavioral Healthcare: Columbus and Dayton Campuses

**District #4**

Northcoast Behavioral Healthcare: Cleveland, Northfield, and Toledo Campus

**OHIO DEPARTMENT OF MENTAL RETARDATION AND DEVELOPMENTAL DISABILITIES****District #1**Northwest Developmental Center  
Tiffin Developmental Center**District #2**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

**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			

**District #2**

Preble	Miami	Montgomery	Clark
Champaign	Greene	Madison	Fayette
Hamilton	Warren	Clermont	Clinton
Brown	Highland	Butler	

**District #3**

Adams	Pike	Scioto	Jackson
Lawrence	Ross	Pickaway	Fairfield
Hocking	Vinton	Perry	

**District #4**

Union	Delaware	Franklin	Morrow
Knox	Licking	Wyandot	Marion
Crawford	Richland	Ashland	

**District #5**

Ottawa	Sandusky	Seneca	Huron
Erie	Lorain	Cuyahoga	Medina
Summit			

**District #6**

Muskingum	Morgan	Guernsey	Noble
Monroe	Gallia	Meigs	Athens
Washington			

**District #7**

Tuscarawas	Carroll	Harrison	Belmont
Jefferson	Wayne	Holmes	Coshocton
Stark			

**District #8**

Lake	Geauga	Ashtabula	Trumbull
Portage	Mahoning	Columbiana	

NOTE: Employees assigned to the classifications of Mine Rescue Coordinator (24710), Mine Safety Inspector 1 (24711) and Mine Safety Inspector 2 (24712) shall have displacement and recall rights statewide.

**DEPARTMENT OF PUBLIC SAFETY - STATE HIGHWAY PATROL**

**Two (2) Districts**

**District #1** - Central Office  
**District #2** - The remainder of the State.

**PUBLIC UTILITIES COMMISSION OF OHIO**

Statewide

**BOARD OF REGENTS**

Statewide

**DEPARTMENT OF REHABILITATION AND CORRECTION<sup>2</sup>**

**Six (6) Districts**

**District #1**

~~Lima Correctional Institution~~; Allen Correctional Institution, Oakwood Correctional Facility, Toledo Correctional Institution, Marion Correctional Institution, North Central Correctional Institution, Lima APA OFFICE, DEFIANCE APA OFFICE, SENECA APA OFFICE, TOLEDO APA OFFICE

**District #2**

Ohio Reformatory for Women, London Correctional Institution, TRAINING AND EDUCATION CENTER (LOCATED AT LONDON), Madison Correctional Institution, Lebanon Correctional Institution, Warren Correctional Institution, Dayton Correctional Institution, Montgomery Education and Pre-Release Center, Cincinnati APA OFFICE, MIAMI APA OFFICE, DAYTON APA OFFICE, BUTLER APA OFFICE, HIGHLAND APA OFFICE, LEBANON APA OFFICE, UNION APA OFFICE, DELAWARE APA OFFICE, CLARK APA OFFICE

**District #3**

Corrections Reception Center, Franklin Pre-Release Center, Correctional Medical Center, Pickaway Correctional Institution, BUREAU OF SENTENCE COMPUTATION (BOSCO LOCATED AT ORIENT), OPI WAREHOUSE

<sup>2</sup> Change in jurisdictions to support posting and bumping rights.

**AND PROCESSING PLANTS (LOCATED AT ORIENT)**, Chillicothe Correctional Institution, Southern Ohio Correctional Facility, Ross Correctional Institution, Corrections Training Academy, Chillicothe APA OFFICE, SCIOTO APA OFFICE

**District #4**

Southeastern Correctional Institution, Hocking Correctional Facility, Belmont Correctional Institution, Noble Correctional Institution, ATHENS APA OFFICE, MARIETTA APA OFFICE, ZANESVILLE APA OFFICE

**District #5**

Trumbull Correctional Institution, LAECI, Ohio State Penitentiary, Mansfield Correctional Institution, Richland Correctional Institution, Northeast Pre-Release Center, Grafton Correctional Institution, Lorain Correctional Institution, NCCTF, Akron APA OFFICE, PAINESVILLE APA OFFICE, CANTON APA OFFICE, NEW PHILADELPHIA APA OFFICE, YOUNGSTOWN APA OFFICE, ASHTABULA APA OFFICE, Mansfield APA OFFICE, ELYRIA APA OFFICE, Cleveland APA OFFICE

**District #6**

**DR&C CENTRAL OFFICE (FRANKLIN COUNTY ONLY), DPCS CENTRAL OFFICE**, Ohio Penal Industries **CENTRAL OFFICE (MCKINLEY)**, Columbus APA OFFICE

**EMPLOYEES IN DR&C DESIGNATED AS CENTRAL OFFICE PAYROLL AND DPCS/APA DESIGNATED AS DPCS PAYROLL THAT HAVE WORK LOCATIONS OR AREAS OUTSIDE OF FRANKLIN COUNTY WILL BE PLACED IN THE GEOGRAPHIC JURISDICTION OF THEIR PHYSICAL WORK LOCATION OR AREA.\***

**\* FOR PURPOSES OF ARTICLE 17 AND 18, THE EMPLOYEES WHO ARE NOT LOCATED IN A SPECIFIC WORKSITE (INSTITUTION OR APA OFFICE), THE BUMPING AND BIDDING WILL BEGIN WITH THE GEOGRAPHIC JURISDICTION THEY ARE ASSIGNED TO PERFORM THEIR WORK.**

**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.

**Four (4) Districts**

**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	Vinton
Tuscarawas	Washington	Wayne	

**District #3**

Adams	Brown	Butler	Clark
Champaign	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**

**Nine (9) districts**

**District #1 Akron**

Ashland	Medina	Stark	Holmes
Portage	Summit	Wayne	Richland

**District #2 Cincinnati**

Adams	Clinton	Jackson	Warren
Brown	Gallia	Lawrence	Butler
Hamilton	Pike	Clermont	Highland
Scioto			

**District #3 Cleveland**

Cuyahoga	Geauga	Lake	Lorain
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Erie	Huron		
<b>District #4 Columbus</b>			
Delaware	Hocking	Marion	Ross
Fayette	Knox	Morrow	Union
Fairfield	Licking	Perry	Vinton
Franklin	Madison	Pickaway	
<b>District #5 Dayton</b>			
Darke	Preble	Champaign	Greene
Miami	Shelby	Montgomery	Clark
<b>District #6 Lima</b>			
Allen	Hancock	Van Wert	Crawford
Hardin	Paulding	Putnam	Logan
Auglaize	Mercer	Wyandot	
<b>District #7 Toledo</b>			
Williams	Defiance	Fulton	Henry
Lucas	Wood	Ottawa	Sandusky
Seneca			
<b>District #8 Youngstown</b>			
Ashtabula	Trumbull	Mahoning	Carroll
Columbiana	Jefferson		
<b>District #9 Zanesville</b>			
Athens	Coshocton	Meigs	Noble
Belmont	Guernsey	Tuscarawas	Harrison
Washington	Morgan	Muskingum	Monroe

**OHIO DEPARTMENT OF TRANSPORTATION**

**Thirteen (13) Districts**

<b>District #1</b>			
Defiance	Van Wert	Allen	Hardin
Paulding	Putnam	Hancock	Wyandot
<b>District #2</b>			
Williams	Henry	Wood	Sandusky
Fulton	Lucas	Ottawa	Seneca
<b>District #3</b>			
Erie	Crawford	Ashland	Medina
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
Darke	Montgomery	Champaign	Miami
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

## VETERANS HOME

Two (2) Districts – Jurisdictions of the Ohio Veterans Home Network will be the Northern Ohio Veterans Home and the Southern Ohio Veterans Home.

## BUREAU OF WORKERS' COMPENSATION

### Five (5) Districts

#### District #1

Allen	Auglaize	Clark	Champaign
Defiance	Delaware	Fayette	Fulton
Hancock	Hardin	Henry	Licking
Logan	Lucas	Madison	Mercer
Paulding	Pickaway	Putnam	Union
Van Wert	Williams	Wood	

#### District #2

Ashland	Crawford	Cuyahoga	Erie
Geauga	Huron	Knox	Lake
Lorain	Marion	Morrow	Ottawa
Richland	Sandusky	Seneca	Wyandot

#### District #3

Ashtabula	Carroll	Columbiana	Coshocton
Guernsey	Harrison	Hocking	Holmes
Jefferson	Mahoning	Medina	Monroe
Morgan	Muskingum	Noble	Perry
Portage	Stark	Summit	Trumbull
Tuscarawas	Wayne		
Belmont			

#### District #4

Adams	Athens	Brown	Butler
Clermont	Clinton	Darke	Gallia
Greene	Hamilton	Highland	Jackson
Lawrence	Meigs	Miami	Montgomery
Pike	Preble	Ross	Scioto
Shelby	Vinton	Warren	Washington

#### District #5

Fairfield Franklin

## DEPARTMENT OF YOUTH SERVICES

### Three (3) Districts

#### District #1

Central Office, Regions: Columbus, Cincinnati, Dayton, Toledo, Akron, Cleveland

#### District #2

Institutions: Marion, Mohican, Indian River, Cuyahoga Hills

#### District #3

Institutions: Ohio River Valley, Scioto, Freedom Center, Circleville

## APPENDIX K – GUIDELINES FOR OCCUPATIONAL INJURY LEAVE

### I. DEFINITIONS<sup>1</sup>

- A. **ALLOWED PSYCHOLOGICAL CONDITION:** A PSYCHOLOGICAL CONDITION, DIAGNOSED BY A PSYCHIATRIST OR PSYCHOLOGIST CHOSEN FROM THE "APPROVED PHYSICIAN" LIST, THAT DEVELOPS AFTER AND IS RELATED TO THE ALLOWED PHYSICAL CONDITION.
- B. **ALLOWED PHYSICAL CONDITION:** A PHYSICAL CONDITION DIAGNOSED BY AN "APPROVED PHYSICIAN" THAT ARISES FROM AN INJURY INFLICTED BY A WARD AS DEFINED BELOW. THE PHYSICAL CONDITION INCLUDES THE SUBSTANTIAL AGGRAVATION OF A PRE-EXISTING CONDITION, IF SUCH AGGRAVATION ARISES FROM AN INJURY INFLICTED BY A WARD.
- C. **APPROVED PHYSICIAN:** A PHYSICIAN WHO IS DESIGNATED ON A LIST COMPILED THROUGH THE AGREEMENT OF BOTH PARTIES FOR THE PURPOSE OF DIAGNOSING, EVALUATING AND TREATING THE CONDITION WITHIN SEVEN (7) CALENDAR DAYS OF THE ORIGINAL "DATE OF INJURY." THE EMPLOYEE SHALL CONTINUE TO BE TREATED BY AN "APPROVED PHYSICIAN" UNTIL THE EMPLOYEE IS APPROVED TO RETURN TO WORK OR THE EMPLOYEE'S OIL BENEFITS ARE EXHAUSTED. IF THE EMPLOYEE IS UNABLE TO SCHEDULE AN APPOINTMENT FOR AN INITIAL DIAGNOSIS WITH AN APPROVED PHYSICIAN WITHIN 48 HOURS OF THE INJURY, THE EMPLOYEE MUST NOTIFY THE AGENCY WORKERS' COMPENSATION REPRESENTATIVE IMMEDIATELY. IF THE EMPLOYEE'S INJURY RESULTS IN IMMEDIATE TRANSPORTATION FROM THE LOCATION WHERE THE

<sup>1</sup> A list of definitions has been developed for use in Appendix K. Noteworthy: Approved Physician: The Employer and the Union will develop a list from the roster 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: The new definition rectifies past situations where: (1) the employee was indirectly injured while trying to control a situation; (2) where there was no actual contact with a ward of the state; or (3) where the employee was injured while in pursuit of a ward.

INJURY OCCURRED TO THE EMERGENCY ROOM, THE EMPLOYEE MAY BE INITIALLY DIAGNOSED AND EVALUATED BY THE EMERGENCY ROOM DOCTOR. THEREAFTER, IF ADDITIONAL TREATMENT IS REQUIRED, THE EMPLOYEE MUST CONSULT AN "APPROVED PHYSICIAN."

- D. CONCLUSIVELY ESTABLISH: THE FACTS SHOW THAT IT WAS MORE LIKELY THAN NOT THAT THE EVENTS GIVING RISE TO THIS CLAIM OCCURRED.
- E. DATE OF INJURY: THE DATE THE EVENTS TRIGGERING THIS CLAIM OCCURRED.
- F. INFLICTED BY: INJURED BY A WARD OF THE STATE IN AN ATTEMPT TO SUBDUED, CONTROL OR RESTRAIN A WARD'S INAPPROPRIATE BEHAVIOR, OR AS THE RESULT OF BEING PHYSICALLY HARMED IN THE COURSE OF THE EMPLOYEE'S DUTY, AS LONG AS THE INJURY WAS NOT ACCIDENTAL IN NATURE OR AS A RESULT OF THE EMPLOYEE'S OWN MISCONDUCT OR NEGLIGENCE; OR DURING PURSUIT OF THE WARD IN SUCH CIRCUMSTANCES WHERE A WARD ATTEMPTS TO FLEE FOLLOWING THE AFOREMENTIONED INAPPROPRIATE BEHAVIOR.
- G. TOTALLY DISABLED: THE INABILITY TO PERFORM SUSTAINED RENUMERATIVE EMPLOYMENT DUE TO THE ALLOWED CONDITIONS OF THE CLAIM.
- H. WARD: AN INMATE, PATIENT, RESIDENT, CLIENT, YOUTH OR STUDENT.

## II. ELIGIBILITY FOR OCCUPATIONAL INJURY LEAVE (OIL)<sup>2</sup>

† An PERMANENT employee of the Ohio Department of Mental Health, the Department of Mental Retardation and Developmental Disabilities, the DEPARTMENT OF VETERANS SERVICES Ohio Veterans Homes, and Schools for the Deaf and Blind, Department of Rehabilitation and Correction, and the Department of Youth Services who suffers bodily WHO SUSTAINS AN ALLOWED PHYSICAL CONDITION injury inflicted by an inmate, patient, resident, client, youth or student WARD in the above agencies, IN THE COURSE OF, AND ARISING OUT OF, THE INJURED EMPLOYEE'S EMPLOYMENT shall be eligible TO REQUEST OCCUPATIONAL INJURY LEAVE (OIL) BENEFITS IN ADDITION TO HIS/HER CLAIM FOR WORKERS' COMPENSATION.

THE INJURED WORKER SHALL:<sup>3</sup>

1. FOLLOW THE RESPECTIVE AGENCY'S ACCIDENT REPORTING GUIDELINES;
2. OBTAIN AN OIL APPLICATION, IF APPLICABLE, FROM THE DESIGNATED LOCATION AT HIS/HER INSTITUTION OR THE EMPLOYEE'S IMMEDIATE SUPERVISOR. THIS LOCATION SHALL BE POSTED PROMINENTLY FOR ALL SHIFTS;
3. COMPLETE AND SUBMIT THE EMPLOYEE SECTION OF THE OIL APPLICATION, IF APPLICABLE, WITHIN TWENTY (20) CALENDAR DAYS FROM THE DATE OF INJURY. IF THE EMPLOYEE IS PHYSICALLY UNABLE TO COMPLETE THE APPLICATION, HE/SHE MAY HAVE SOMEONE ACTING ON HIS/HER BEHALF COMPLETE THE EMPLOYEE SECTION OF THE APPLICATION FOR HIM/HER;
4. PROVIDE THE APPROVED PHYSICIAN WITH THE APPROPRIATE DAS PHYSICIAN'S STATEMENT FORM AND FOLLOW-UP WITH APPROVED PHYSICIAN TO ENSURE THE FORM IS SUBMITTED APPROPRIATELY; AND
5. FILE A WORKERS' COMPENSATION CLAIM AT THE SAME TIME THE EMPLOYEE REQUESTS OIL BENEFITS.

for his/her total rate of pay during the period he/she is disabled as a result of such injury but in no case to exceed 960 hours. Occupational injury leave shall be in lieu of Workers' Compensation. The employee shall apply for Workers' Compensation lost time benefits while he/she is receiving occupational injury leave. Workers' Compensation lost time benefits may be received, if awarded, by the employee after the occupational leave is exhausted. Employees who have been approved for OIL and are then approved for Workers' Compensation lost time benefits for a psychological illness as a continuation of the same claim for bodily injury, and who have not been paid 960 hours of OIL, shall be permitted to supplement the Workers' Compensation Benefits with OIL up to 100% of the employee's regular rate of pay, not to exceed 60 hours of OIL and with the total limit of 960 hours of OIL.<sup>4</sup>

## III. PROCESSING OF THE OIL APPLICATION<sup>5</sup>

IN ORDER TO RECEIVE OIL BENEFITS IN LIEU OF WORKERS' COMPENSATION TEMPORARY TOTAL DISABILITY COMPENSATION (TTD), THE EMPLOYEE MUST CONCLUSIVELY ESTABLISH THAT AN ALLOWED PHYSICAL CONDITION WAS "INFLICTED BY" A WARD IN THE COURSE OF, AND ARISING OUT OF, THE INJURED EMPLOYEE'S EMPLOYMENT. THE BURDEN OF PROVING THE TRUTH OF THE FACTS AS ALLEGED AS WELL AS PROOF OF TIMELY MEDICAL TREATMENT SHALL BE ON THE EMPLOYEE AND SHALL FURTHER INCLUDE ANY OTHER ELEMENTS OF PROOF NECESSARY FOR THE ALLOWANCE OF THIS CLAIM.

IF THE INJURY IS FOUND TO BE ACCIDENTAL IN NATURE, OR TO HAVE ARISEN FROM THE MISBEHAVIOR OR NEGLIGENCE ON THE PART OF THE EMPLOYEE, THE OIL BENEFITS SHALL NOT BE AWARDED AND ANY BENEFITS RECEIVED MUST BE REPAID IN ACCORDANCE WITH APPENDIX K, SECTION IV.

WITHIN FIVE (5) BUSINESS DAYS OF RECEIPT OF THE REQUEST FOR OIL BENEFITS, THE EMPLOYER SHALL NOTIFY THE DAS DESIGNEE IF THE EMPLOYER (1) AGREES WITH THE OIL BENEFITS REQUEST; (2) DISAGREES WITH THE OIL BENEFITS REQUEST; OR (3) HAS THE OIL BENEFITS REQUEST UNDER INVESTIGATION AND FORWARD THE APPLICATION. THE DAS DESIGNEE WILL IMMEDIATELY REVIEW THE APPLICATION FOR PAYMENT OF OIL BENEFITS.

THE EMPLOYER SHALL MAKE A GOOD FAITH EFFORT TO COMPLETE ANY INVESTIGATION OF AN OIL BENEFITS REQUEST WITHIN TWENTY (20) CALENDAR DAYS AND NOTIFY THE DAS DESIGNEE OF THEIR FINDINGS. ALLOWANCE OR DENIAL OF OIL CLAIMS MUST BE DOCUMENTED IN WRITING AND PROVIDED TO THE EMPLOYEE.

## IV. ADMINISTRATION OF OIL BENEFITS<sup>6</sup>

AN EMPLOYEE RECEIVING OIL BENEFITS SHALL BE ELIGIBLE FOR HIS/HER TOTAL RATE OF

<sup>2</sup> Temporary employees are not eligible. Eligibility criteria is the same as that used in Workers's Compensation claims: "in the course of, and arising out of, the injured employee's employment."

<sup>3</sup> The injured employee must: 1) report properly; 2) complete the employee section of the OIL application within 20 calendar days from the date of injury; 3) get a DAS physician's statement form completed and submitted by an Approved Physician; 4) file a Worker's Compensation claim.

<sup>4</sup> Housekeeping.

<sup>5</sup> The burden is on the employee to prove the claim. If the claim is disqualified, repayment will be demanded. The agency must notify DAS within five days after receipt of the OIL application of their position on the claim. DAS will then review the application. Any investigation of the incident should be completed within 20 calendar days.

<sup>6</sup> OIL will be paid when the initial determination is made. Any additional allowance request shall be determined by BWC/IC before OIL benefits will be extended. Clarification of the diagnosis is not a request for an additional allowance. If an OIL claim is denied while the Worker's Compensation claim is pending, the employee may be eligible to receive salary continuation benefits. An employee on approved OIL does not have to call in daily.

PAY DURING THE PERIOD OF TIME THAT THERE IS MEDICAL EVIDENCE ESTABLISHING THAT THE EMPLOYEE IS TOTALLY DISABLED AS THE RESULT OF THE WORK INJURY. THE EMPLOYEE SHALL SUBMIT MEDICAL DOCUMENTATION FROM AN APPROVED PHYSICIAN SUPPORTING THE EXTENT OF DISABILITY. OIL WILL BE PAYABLE FOR AN ALLOWED PSYCHOLOGICAL CONDITION THAT IS FOUND TO BE RELATED TO AN ALLOWED PHYSICAL CONDITION(S).

THE OIL BENEFIT WILL BE PAID PENDING THE INITIAL DETERMINATION OF THE OIL CLAIM. THE TOTAL HOURS OF OIL SHALL NOT EXCEED 960 HOURS PER OIL CLAIM WITHOUT EXCEPTION. OIL SHALL BE PAID IN LIEU OF WORKERS' COMPENSATION TTD BENEFITS. IF THE EMPLOYEE ACCEPTS TTD COMPENSATION FROM BWC FOR THE INJURY OR THE IC DETERMINES THAT THE EMPLOYEE HAS REACHED MAXIMUM MEDICAL IMPROVEMENT, SUCH EMPLOYEE WILL NOT BE ELIGIBLE TO RECEIVE OIL BENEFITS. ANY REQUESTS FOR ADDITIONAL ALLOWANCES TO A CLAIM SHALL BE APPROVED BY THE BWC/IC PRIOR TO PROCESSING AN EXTENSION OF OIL BENEFITS. CLARIFICATION OF THE DIAGNOSIS FROM THE APPROVED PHYSICIAN OR A REQUEST FOR EXTENSION OF BENEFITS FROM THE APPROVED PHYSICIAN SHALL NOT BE CONSIDERED AN ADDITIONAL ALLOWANCE. INITIAL DENIAL OF THE OIL CLAIM ENDS THE PAYMENT OF THE OIL BENEFIT.

IF THE EMPLOYEE'S OIL CLAIM IS DENIED, BUT THE EMPLOYEE'S WORKERS' COMPENSATION CLAIM IS STILL PENDING, THE EMPLOYEE MAY BE ELIGIBLE FOR SALARY CONTINUATION, NOT TO EXCEED 480 HOURS. ANY HOURS PREVIOUSLY PAID TO THE EMPLOYEE UNDER OIL WILL BE COUNTED TOWARD THE 480 HOURS. IF THE EMPLOYEE'S OIL CLAIM IS DENIED OR IF THE EMPLOYEE IS DISQUALIFIED FROM RECEIVING OIL BENEFITS, THE EMPLOYEE MUST, AFTER ALL ADMINISTRATIVE APPEALS HAVE BEEN EXHAUSTED, EITHER SUBSTITUTE SICK, VACATION, OR PERSONAL LEAVE, OR REIMBURSE THE EMPLOYER ANY OIL BENEFITS RECEIVED DURING THE PERIOD OF TIME FROM THE DATE OF INJURY UNTIL THE FINAL ADMINISTRATIVE DETERMINATION. THE AGENCY WILL WORK WITH THE EMPLOYEE TO DETERMINE IF LEAVE WILL BE DEDUCTED OR TO SET UP A REPAYMENT PROCEDURE.

AN EMPLOYEE RECEIVING OIL BENEFITS SHALL ACCRUE SICK LEAVE AND PERSONAL LEAVE BUT SHALL NOT ACCRUE VACATION LEAVE. PAY UNDER OIL SHALL NOT BE CHARGED TO THE EMPLOYEE'S ACCUMULATION OF SICK LEAVE. THE EMPLOYEE IS NOT ELIGIBLE TO USE LEAVE BALANCES WHILE RECEIVING OIL. THE EMPLOYEE IS NOT ELIGIBLE FOR OTHER PAID LEAVES, INCLUDING HOLIDAY PAY AND THOSE UNDER ARTICLES 30 OR 35 WHILE RECEIVING OIL.

ONCE AN EMPLOYEE'S OIL APPLICATION HAS BEEN APPROVED, THE EMPLOYEE SHALL NOT BE SUBJECT TO THE AGENCY'S DAILY CALL-OFF PROCEDURES OR ANY OTHER ABSENTEE REQUIREMENTS THAT ARE NOT INCLUDED IN THIS APPENDIX, UNLESS THE EMPLOYEE IS PARTICIPATING IN THE TRANSITIONAL RETURN TO WORK PROGRAM. THE EMPLOYEE IS RESPONSIBLE FOR NOTIFYING THE AGENCY OF THEIR EXPECTED RETURN TO WORK DATE.

#### V. APPEAL OF THE DENIAL OF AN OIL CLAIM<sup>7</sup>

IF AN EMPLOYEE'S REQUEST FOR OIL BENEFITS IS COMPLETELY DENIED, THE EMPLOYEE MAY APPEAL THE DENIAL THROUGH THE PROCESS DETAILED BELOW. THE EMPLOYEE SHALL NOT HAVE RIGHTS UNDER THE ARTICLE 25 GRIEVANCE PROCEDURE. IN THE EVENT AN ARTICLE 25 GRIEVANCE IS FILED CONCERNING AN OIL ISSUE, THE GRIEVANCE SHALL BE FORWARDED TO DAS BENEFITS TO PROCESS AS AN APPEAL. IN THE EVENT A NON-OIL ISSUE(S) IS ALSO ALLEGED IN THE GRIEVANCE, SAID ISSUE SHALL BE SEPARATED FROM THE APPEAL AND PROCESSED PURSUANT TO ARTICLE 25.

IF THE EMPLOYEE HAS BEEN RECEIVING OIL BENEFITS PENDING DETERMINATION OF THE CLAIM, THE BENEFITS WILL END WITH THE INITIAL DENIAL AND THE EMPLOYEE WILL NOT BE ELIGIBLE FOR ANY OIL BENEFITS DURING THE APPEAL PROCESS. THE EMPLOYEE MAY BE ELIGIBLE FOR SALARY CONTINUATION DURING THE APPEAL PROCESS, WHICH MAY NOT EXCEED 480 HOURS.

WITHIN TWENTY (20) CALENDAR DAYS FROM THE DATE THE INITIAL DENIAL LETTER IS POSTMARKED, THE EMPLOYEE MUST SUBMIT A LETTER TO DAS BENEFITS, ATTACHING ANY ADDITIONAL INFORMATION TO SUPPORT HIS/HER APPEAL. DAS BENEFITS WILL CONDUCT AN INITIAL REVIEW OF THE APPEAL. IF THE EMPLOYEE'S OIL CLAIM WAS DENIED ON PROCEDURAL ISSUES OR THE EMPLOYEE HAS FAILED TO PROVIDE ANY NEW INFORMATION TO SUPPORT THE APPEAL, DAS BENEFITS SHALL ISSUE A LETTER TO THE EMPLOYEE WITHIN TEN (10) DAYS OF RECEIPT OF THE LETTER DENYING THE APPEAL AND SEND A COPY OF THE LETTER, THE EMPLOYEE'S OIL APPLICATION, AND ANY OTHER DOCUMENTS SUBMITTED TO OCSEA CENTRAL OFFICE.<sup>8</sup>

IF OCSEA DETERMINES THAT FURTHER REVIEW IS NECESSARY, THEY WILL SUBMIT A REQUEST TO OCB FOR A PANEL TO BE CONVENED TO REVIEW THE CLAIM WITHIN TEN (10) DAYS OF RECEIVING THE DOCUMENTS FROM DAS BENEFITS. THE PANEL WILL CONSIST OF THREE (3) MEMBERS: A REPRESENTATIVE OF AN AGENCY WHICH IS NOT THE EMPLOYING AGENCY AND WHO REGULARLY WORKS WITH OIL, A REPRESENTATIVE OF THE UNION WHO IS NOT EMPLOYED BY THE EMPLOYING AGENCY, AND A REPRESENTATIVE OR DESIGNEE OF THE STATE EMPLOYMENT RELATIONS BOARD (SERB). REPRESENTATIVES FROM OCB AND OCSEA MAY ATTEND, BUT WILL NOT BE VOTING MEMBERS OF THE PANEL. THE PANEL WILL BE CONVENED WITHIN FOURTEEN (14) DAYS OF OCB'S RECEIPT OF THE REQUEST. THE PANEL WILL COMPLETE A FILE REVIEW OF THE CLAIM AND ANY INFORMATION PROVIDED BY THE EMPLOYEE AND MAKE A DETERMINATION TO UPHOLD OR OVERTURN THE DENIAL. THE PANEL WILL ISSUE THE DECISION IMMEDIATELY OR WITHIN THREE (3) DAYS IF FURTHER INVESTIGATION IS NECESSARY. THE PANEL'S DECISION WILL BE IN WRITING AND WILL BE FINAL.<sup>9</sup>

IF THE EMPLOYEE ACCEPTS WORKERS' COMPENSATION TTD COMPENSATION DURING THE APPEAL PROCESS, HE/SHE MAY CONTINUE TO SUBMIT EXTENSION PAPERWORK. IF THE EMPLOYEE'S APPEAL IS UPHOLD, OIL BENEFITS WILL BE AWARDED AND THE AGENCY WILL

<sup>7</sup> The grievance process can no longer be used to appeal an OIL claim. Where benefits were being paid and stopped, filing an appeal will not restart the OIL benefits; however, salary continuation may be available instead.

<sup>8</sup> Employees have 20 calendar days from the postmark date to appeal a denial. A letter with any additional information must be sent to DAS Benefits. DAS must grant or deny the appeal within ten days of the receipt of the letter and notify both the employee and the Union central office. Within ten days of receipt of the letter, the Union may request that a panel be convened to review the claim.

<sup>9</sup> The OIL appeal panel will consist of three people: an agency representative, a Union representative and a designee from SERB. The panel will convene within 14 days of the request. They will issue a written decision within three days of meeting. The panel's decision is final.

**WORK WITH THE EMPLOYEE TO REPAY ANY WORKERS' COMPENSATION TTD BENEFITS THAT WERE AWARDED.**

**VI. DISQUALIFICATION<sup>10</sup>**

**AN EMPLOYEE SHALL BE DISQUALIFIED FROM RECEIVING OIL BENEFITS UNDER ANY OF THE FOLLOWING CIRCUMSTANCES:**

- A. THE EMPLOYEE KNOWINGLY MAKES ANY FALSE MISLEADING STATEMENT(S) AND/OR ALTERS, FALSIFIES, DESTROYS OR CONCEALS ANY DOCUMENT IN ORDER TO BE ELIGIBLE TO RECEIVE OIL;**
- B. THE EMPLOYEE ENGAGES IN SUSTAINED REMUNERATIVE EMPLOYMENT OR OTHER ACTIVITY(IES) THAT ARE INCONSISTENT WITH HIS/HER MEDICAL/PSYCHOLOGICAL RESTRICTIONS WHILE RECEIVING OIL BENEFITS;**
- C. THE EMPLOYEE IS NO LONGER IN THE STATE SERVICE OR HAS BEEN VOLUNTARILY OR INVOLUNTARILY DISABILITY SEPARATED; OR**
- D. THE EMPLOYEE IS INCARCERATED.**

**IF ANY OF THE ABOVE CIRCUMSTANCES OCCUR, OIL BENEFITS SHALL BE IMMEDIATELY TERMINATED AND THE EMPLOYEE SHALL REIMBURSE THE STATE IN THE AMOUNT OF ANY BENEFITS RECEIVED. THE EMPLOYEE SHALL ALSO BE SUBJECT TO DISCIPLINARY ACTION, UP TO AND INCLUDING TERMINATION AND CRIMINAL PROSECUTION.**

- 2.—Pay made regarding this leave shall not be charged to the employee's accumulation of sick leave credit.<sup>11</sup>
- 3.—Employees who think they are eligible for this type of leave may apply to their Agency Designee within twenty (20) 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, resident, 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 may also obtain and file with the Director of Administrative Services the report of a physician designated by the Director of Administrative Services as to the nature and extent of the employee's injury.
- 6.—The employee shall be obligated to submit documentation from the attending physician indicating extent of the disability to receive necessary medical treatment and to return to active work status at the earliest time permitted by his/her attending physician. Where a medical question is at issue, the Employer shall obtain a medical opinion conducted by a physician of the specialty for which the employee is receiving treatment (if any), mutually agreed to by the State and the employee's attending physician. The independent physician shall render a medical opinion within thirty days of the selection and the decision of the independent physician shall be binding.
- 7.—An employee on Occupation Injury Leave shall accrue sick leave and personal leave but shall not accrue vacation leave.
- 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 occupation for wages or profit as defined in the appropriate Workers' Compensation statute. 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.

<sup>10</sup> An employee will be disqualified from receiving OIL if: 1) they knowingly make a false statement or conceal, destroy documents regarding the claim; 2) the employee performs other work for pay while under restrictions; 3) the employee is no longer a State employee; 4) the employee is incarcerated. If an employee is disqualified, OIL benefits will cease and discipline may result.

<sup>11</sup> Housekeeping.

**APPENDIX L – PAY RANGES<sup>1</sup>**

<sup>1</sup> Not reproduced here.

**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 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. Training will be provided to all covered employees prior to implementation based upon agreement of the parties, joint training by the parties can be provided on an Agency basis. New employees who are covered will be provided notice and training prior to testing. Testing for new classifications listed in Section 7 will not commence until such time as employees are provided notice and training.

- 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 mental health and substance abuse conditions, 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 maintained pursuant to both Ohio and Federal laws. Similarly, all records relating to drug tests and their results shall be maintained in accordance with Ohio and Federal laws.
- 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**

### **A. State Testing**

#### **1. Reasonable Suspicion**

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 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.

#### **2. Rebuttable Presumption**

For the determination of eligibility for Workers' Compensation and benefits, a positive test creates a "rebuttable presumption" if: (1) an employee has been injured and the Employer had reasonable cause to suspect the employee may be intoxicated or under the influence of a controlled substance not prescribed by his/her doctor, or (2) at the request of a police officer pursuant to a traffic stop and not at the request of the employee's employer, or (3) at the request of a licensed physician who is not employed by the employee's employer. Facts and inferences may be based on, but not limited to: (1) Observable phenomena, such as direct observation of use, possession, or distribution of alcohol or a controlled substance, or of the physical symptoms of being under the influence of alcohol or a controlled substance, such as but not limited to slurred speech, dilated pupils, odor of alcohol or a controlled substance, changes in affect, or dynamic mood swings; (2) A pattern of abnormal conduct, erratic or aberrant behavior, or deteriorating work performance such as frequent absenteeism, excessive tardiness, or recurrent accidents, that appear to be related to the use of alcohol or a controlled substance, and does not appear to be attributable to other factors; (3) The identification of an employee as the focus of a criminal investigation into unauthorized possession, use, or trafficking of a controlled substance; (4) A report of use of alcohol or a controlled substance provided by a reliable and credible source; (5) Repeated or flagrant violations of the safety or work rules of the employee's employer, that are determined by the employee's supervisor to pose a substantial risk of physical injury or property damage and that appear to be related to the use of alcohol or a controlled substance and that do not appear attributable to other factors.

#### **3. Random Testing**

Employees who have direct contact with inmates, parolees or youths in the Department of Rehabilitation and Correction and Department of Youth Services shall be subject to random drug testing. All employees listed in Section 7 - Safety Sensitive Positions, shall be subject to random drug testing.

### **B. Federal Testing**

Employees who are required to be tested pursuant to Federal laws and/or Federal regulations shall be tested in accordance with those laws and regulations.

## **Section 3. Testing Procedures and Guarantees**

### **A. State Testing**

- 1. Procedures and protocols for the collection, transmission and testing of the employees' samples shall conform to the methods and procedures provided by Federal regulations pursuant to the Federal

- Omnibus Transportation Employee Testing Act of 1991.
2. Employees shall have the right to consult with a Union representative, if one is available, one hour prior to testing, and a Union representative may accompany the employee to the specimen collection site as long as reasonable suspicion is called for by the Employer.
  3. The random testing pools for DYS employees and DR&C employees shall be maintained on a State-wide basis that includes all employees in the Agency who are subject to random testing. The random testing pool shall be maintained and administered by the Drug-Free Workplace Services Program of the Department of Administrative Services. The percentage of employees to be tested annually will vary during the first two (2) years of the Agreement, the percentage of the employees to be tested annually at up to 30% of the random testing pool. During the last year of the agreement, the percentage of the employees to be tested annually can vary from 10% to 30% of the average total of the random testing pool.
  4. The Drug-Free Workplace Office of DAS may issue the random testing list to DYS Central Office and DR&C Central Office. The agency Central Office shall issue a list of employees to the appropriate Facilities/Institutions. Any employee included on the list who is subject to a random test shall be tested within seven (7) days after the Facility/Institution has received the random list. Any employee who is not tested within seven (7) days after the Facility/Institution receives the list shall not be tested as a result of that list.
  5. A test result which indicates a .04% blood alcohol level will be considered a positive test. No consequences will attach to any result below a .04% level.
  6. The employee shall be responsible for the cost of all follow-up alcohol and drug tests that are ordered by the Employer.

#### **B. Federal Testing**

1. The Employer will comply with all provisions of the Federal Omnibus Transportation Employee Testing Act of 1991 and the Federal Drug Free Workplace Act of 1988 and any other Federal laws and regulations covering the control of substance abuse in the workplace. Any proposed policies or guidelines proposed by the Employer to comply with these regulations will be provided to the Union. The Employer will comply with any bargaining obligations as required by law.
2. The random testing pool shall be maintained and administered by the Drug Free Workplace Services Program of the Department of Administrative Services.

#### **Section 4. General Provisions Applicable To All Testing**

- A. 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.
- B. Covered employees will be selected from the random selection pool by a computer-driven random number process based upon the position control numbers of all positions for which testing is required. Procedures will be developed by each Agency and work site with the approval of the Drug Free Workplace Services pursuant to state wide policy.
- C. Periodically, at the Union's discretion, the Union shall have the opportunity to audit the State's sampling and testing procedures.
- D. If the employee is sent home after notice is received by the Employer that he/she tested positive, the Employer shall place the employee on administrative leave with pay pending notice of the pre-disciplinary meeting. If the employee does not waive the 72 hour pre-disciplinary meeting requirement, the employee shall be placed on approved administrative leave without pay and may use any accruals to cover the time off.
- E. All sample collection shall be conducted off-site by professional non-state personnel subject to the requirements of the testing lab unless the parties on a facility-by-facility basis mutually agree to an alternative sample collection process.
- F. Travel time and testing are to be considered "time worked" for compensation purposes.

#### **Section 5. 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 6. 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. Last chance agreements shall not be effective for longer than five (5) years, except if any of the following situations led to the drug or alcohol testing, in which case the last chance agreement shall be of an unlimited duration:

1. Any accident involving a fatality;
2. Any accident in which the driver is cited and there is disabling damage to the vehicle(s) requiring tow-away;  
or
3. Any accident in which the driver is cited and off site medical treatment was required.

Any last chance agreements entered into during the term of the last contract shall be subject to the above provision.

Employees on their initial probationary period who test positive for drugs or alcohol from either a random or reasonable suspicion test shall not be eligible for a last chance agreement or EAP Agreement. The probationary employee shall be terminated on the first occasion in which they test positive for alcohol or other drugs.

**Section 7. Safety Sensitive Positions**

The following classifications are considered to be safety sensitive positions. Employees in these classifications shall be subject to random testing as describe above.

B.U.	Class #	Title
4	44213	Activity Therapy Specialist 1
4	44214	Activity Therapy Specialist 2
6	65312	Advanced Emergency Medical Technician - Ambulance
6	54211	Aircraft Attendant
6	30762	Aircraft Mechanic 2
6	54221	Aircraft Mechanic Technician
6	54451	Ambulance Operator
7	21581	Amusement Ride and Game Inspector 1
7	21582	Amusement Ride and Game Inspector 2
7	26531	Arson Investigator
14	24951	Aviator 1
14	24952	Aviator 2
7	24121	Boiler Inspector
6	54541	Boiler Operator 1
6	54542	Boiler Operator 2
7	24421	Breath Alcohol Testing Inspector
6	53230	Bridge and Lock Tender
3	46531	Correction Officer
7	<b>24341</b>	<b>CUSTOMER SERVICE SPECIALIST 1 PUBLIC SAFETY CUSTOMER SERVICE CENTER ONLY<sup>1</sup></b>
7	<b>24342</b>	<b>CUSTOMER SERVICE SPECIALIST 2 PUBLIC SAFETY CUSTOMER SERVICE CENTER ONLY</b>
6	53821	Delivery Worker
6	54421	Dredge Operator 1
6	54422	Dredge Operator 2
7	24333	Driver's License Examiner 2 (Lead Worker)
7	24331	Driver's License Examiner 1
7	24332	Driver's License Examiner 2 (CDL)
7	24131	Electrical Inspector
7	24145	Elevator Inspector
7	24140	Elevator Inspector Trainee
4	65311	Emergency Medical Technician-Ambulance
4	44211	General Activities Therapist 1
4	44212	General Activities Therapist 2
7	33343	Hazardous Materials Coordinator
7	64921	Hazardous Materials Specialist
7	23161	Hazardous Materials Investigation Specialist 1
7	23162	Hazardous Materials Investigation Specialist 2
7	24151	High Pressure Piping Inspector
4	44111	Hospital Aide
4	44113	Hospital Aide Coordinator 1
4	44114	Hospital Aide Coordinator 2
4	44161	Licensed Practical Nurse
6	22551	Lock Area Technician
7	23111	Motor Carrier Enforcement Inspectors
7	24123	Nuclear Boiler Inspector
4	44310	Occupational Therapy Assistant
4	42741	Pharmacy Attendant
3	44142	Psychiatric Attendant Coordinator
3	44141	Psychiatric Attendant
7	23181	Public Utilities Gas Pipeline Safety Compliance Investigator
7	23311	Railroad Inspector 1
7	23312	Railroad Inspector 2
7	23313	Railroad Inspector 3
4	44112	Therapeutic Program Worker
4	44260	Therapy Aide
3	46611	Youth Leader (Blind/Deaf School)

<sup>1</sup> Customer Service Specialist (CSS) 1s and 2s working in Customer Service Centers in Public Safety are now subject to random drug testing. CSS 1s and 2s working in other locations are not included.

\*Construction employees pursuant to the Department of Transportation's Agency Specific Agreement, reference Section L in Appendix Q.

**APPENDIX N – WORK AREAS FOR MENTAL HEALTH, MENTAL RETARDATION AND DEVELOPMENTAL DISABILITIES, DEPARTMENT OF YOUTH SERVICES AND OHIO VETERANS HOME<sup>1</sup>**

<sup>1</sup> No change.

Memorandum of Understanding for Implementation of Work Areas for Mental Health, Mental Retardation and Developmental Disabilities, Department of Youth Services, and Ohio Veterans Home of 8/31/87

**A. Work Areas for Mental Health, Mental Retardation and Developmental Disabilities, Department of Youth Services, and Ohio Veterans 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 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 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 Three (3).

#### Listings of Employee Job Classifications in Mental Health, Mental Retardation, Department of Youth Services, and Ohio Veterans Home Institutions Covered by the Memorandum of Understanding Concerning Work Area Assignments

##### Bargaining Unit No. 3

Psychiatric Attendant  
Psychiatric Attendant Coordinator  
Juvenile Correctional Officer  
Correction Officer

##### 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  
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  
Child Care Worker

##### Bargaining Unit No. 5

Custodial Work Coordinator  
Custodial Laundry Coordinator  
Custodial Worker  
Food Service Worker  
Cook 1  
Cook 2  
Food Service Coordinator 1  
Food Service Coordinator 2  
Food Consultant  
Correctional Food Service Coordinator  
Baker

##### Bargaining Unit No. 14

Mental Health Administrator

#### APPENDIX O - ALPHABETICAL CLASSIFICATION LIST<sup>1</sup>

#### APPENDIX P – UNIT-SPECIFIC AGREEMENTS (OHIO VETERANS HOME AND THE DEPARTMENT OF MENTAL RETARDATION AND DEVELOPMENTAL DISABILITIES)<sup>1</sup>

<sup>1</sup> All changes are housekeeping representing additions, deletions or changes to the classification plan. Appendix O not reproduced here.

<sup>1</sup> No change.

#### 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 agency Labor/Management meetings that are established for this purpose.

#### **4.10**

The parties may mutually agree at a facility Labor/Management meeting to utilize alternate overtime procedures.

## **APPENDIX Q – AGENCY SPECIFIC AGREEMENTS**

### **ADJUTANT GENERAL'S DEPARTMENT**

The parties have negotiated the application of the current OCSEA agreement to the Firefighters with the state, and memorialize their understanding through this agreement. The parties agree that the current OCSEA agreement will be applied in its entirety and only exceptions listed in this agreement will be recognized for the Adjutant General's Firefighters:

As used in this Agreement, the Firefighters shall mean Firefighters and Lieutenant Firefighters as determined by the State Employment Relations Board.

#### **Article 1 - Erosion**

The parties agree that the use of military personnel to perform firefighter duties shall not be construed as erosion of the bargaining unit.

The employer shall count any military personnel who are qualified and on duty toward the required staffing level in order to allow employees the opportunity to have leave approved or otherwise supplement the workforce for overtime purposes. **THE ADVANCED NOTICE OF THE AVAILABILITY OF MILITARY PERSONNEL WILL BE POSTED ON THE STATION ROSTER/SCHEDULE AS SOON AS POSSIBLE.**<sup>1</sup>

<sup>1</sup> Allows employees the opportunity to better schedule leave. Military personnel are permitted to do bargaining unit work to allow for leave coverage.

#### **Article 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 bases, there shall be a committee consisting of an equal number of Union and Employer representatives per institution/geographic district or base 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 base committee shall meet at least four (4) times per year.

**Adjutant General Firefighters.** Local meeting shall be held at each base. The parties agree that no agreements will be made that alter the application or interpretation of this agreement without the consent of the Adjutant General's Office of Human Resources and the OCSEA designee. Such base meetings shall be held on a quarterly basis, and the parties will agree to an agenda in advance. Mutually agreed upon agendas will be prepared in advance of the base meetings. Scheduled alternatives shall be an appropriate topic for Labor/Management discussion.

#### **Article 11.20 - Fitness Incentive**

The joint labor and management committee shall discuss and mutually agree upon a detailed physical fitness incentive program to focus on incentives for fitness. Beginning with the pay period that includes July 1, 2002 employees passing the scheduled, annual agility assessment shall be paid an annual lump sum fitness incentive payment of three hundred dollars (\$300). The employer shall schedule and conduct a physical agility assessment for determining eligibility, if the Employer fails to conduct the annual agility assessment by July 1st of each year, employees will automatically receive the lump sum fitness incentive payment. If legitimate reasons exist for a Firefighter to miss the scheduled annual physical agility assessment, the assessment shall be rescheduled by the Employer. Examples of legitimate reasons to miss the scheduled, annual assessment shall include, but shall not be limited to disability, workers' compensation, call to active duty and approved leave. Firefighters must pass the scheduled annual agility assessment on the first attempt to qualify for the fitness incentive payment.

#### **Article 13.17 - Firefighter Work Hours and Overtime**

It is mutually understood that modifications of contract language related to work schedules, overtime compensation, shift differential and holiday observance and compensation have been agreed upon in consideration of the maintenance of work scheduling practices.

#### **Work Week and Work Day**

The standard work period for all full-time permanent employees shall be one hundred and four hours (104) in a fourteen (14) day pay period. The workweek shall commence at 00:00 hours on Sunday and end at 23:59:59 hours on Saturday. The standard work year shall consist of two thousand seven hundred four (2704) hours.

#### **Scheduling**

The Employer reserves the right to schedule employees according to the operational needs of the base. It is understood that the Employer reserves the right to limit the number of persons to be scheduled off work at any one time. It is understood that Firefighters shall be scheduled for no less than one hundred four (104) hours in each bi-weekly pay period.

#### **Posting of Work Schedules**

Current work schedules for Firefighter shall be maintained at each of the bases. It is understood that current scheduling practices in consideration of missions shall continue. Once schedules are posted, the employer will not alter schedules, except to meet temporary and unusual circumstances. Regular schedules that are temporarily modified will be resumed as soon as the temporarily circumstance is resolved.

#### **Shift Trades**

The practice of shift trades shall be approved in a way that is mutually beneficial to the Firefighters and management.

#### **OVERTIME AND COMPENSATORY TIME<sup>2</sup>**

<sup>2</sup> Housekeeping.

1. Overtime shall be calculated based on hours in active pay status in excess of one hundred and four hours during the fourteen (14) day pay period. Overtime shall be paid at one and one-half (1.5) times his/her regular rate of pay. All overtime must be authorized by an administrative authority.
2. The employee may elect to take compensatory time off in lieu of cash overtime payment for hours worked in excess of one hundred and four (104) hours during the fourteen (14) day pay period. Such compensatory time shall be granted at one and one-half (1.5) basis. A bargaining unit member shall be paid for unused compensatory time only upon termination of employment.
3. Each employee may accrue compensatory time to a maximum of four hundred eighty (480) hours (i.e., 320 hours at one and one-half) and are not subject to the provisions of 13.10 subsection entitled "Compensatory Time".
4. When the maximum hours of compensatory time accrual is rendered, payment for overtime work must be made in cash.
5. Upon termination of employment, an employee shall be paid for unused compensatory time at the rate that is the higher of:
  - a. The final regular rate of pay received by the employee or
  - b. The average regular rate of pay received by the employee during the last three (3) years of employment
6. Requests for compensatory time off may be submitted within forty-eight (48) hours in advance of the anticipated time off. In the event forty-eight (48) hours notice is not possible the request shall be made as soon as possible and shall not be unreasonably denied. All requests must be followed up by a request in writing submitted at a reasonable time after the initial request.

**Article 24.08 - Drug Testing**

Appendix M shall be modified to include the following classifications: Firefighter (26591) and Lieutenant Firefighter (26592).

**Article 26.01 - Observance**

Firefighters in the Adjutant General’s Department shall not be eligible for holidays as described in Article 26.

**Article 27.02 - Personal Leave Accrual**

Effective January 1, 2003 Firefighters shall be credited with ten and four-tenths (10.4) hours of personal leave at the end of the pay period that includes the first day of January, April, July and October of each year. Firefighters shall be permitted to carry over ten and four-tenths (10.4) hours of personal leave each year.

**Article 28.01 - Rate of Accrual**

Firefighters shall be granted vacation leave with pay at regular rate as follows, except that those employees who have less than one hundred four (104) hours in an active pay status in a pay period shall be credited with a prorated amount of leave according to the following schedule:

Years of Employment	Annual Leave Entitlement	Annual Rate Pay Period	Maximum Accrual Balance
Less than 1 year	0 hours	4.0 hours	0 hours
1 year or more	104	4.0	312
5 years or more	156	6.0	468
10 years or more	210	8.1	630
15 years or more	234	9.0	702
20 years or more	260	10.0	780
25 years or more	312	12.0	936

**Article 29.02 - Sick Leave Accrual**

Firefighters shall accrue sick leave at the rate of four (4) hours for each one hundred and four (104) hours in active pay status, excluding overtime hours, not to exceed one hundred and four (104) hours per year.

Firefighters shall be paid for sick leave at the rates specified below. A new usage period will begin each year of the Agreement.

Hours Used	Percentage of Regular Rate
1 – 52 sick leave	100%
52.1 plus sick leave*	70%

\*Any sick leave utilized in excess of one hundred four (104) hours in any usage period shall be paid at one hundred percent (100%).

**Article 30.02 - Military Leave**

Section 30.02, Subsection C shall be amended to include the following language:

Firefighters shall be eligible for military leave to a maximum of 176 hours, regardless of annual scheduled hours.

**Article 30.03 - Bereavement Leave**

Firefighters shall be eligible for bereavement leave for three consecutive days off within their schedule. The days of bereavement leave may be paid or unpaid, depending on the employee’s schedule, and must include, follow or precede the day of the family member’s funeral. If leave is not taken in conjunction with the funeral, the employee will be granted 24 consecutive hours of bereavement leave and such leave must be taken within six months from the death of the immediate family member.

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.

**Article 30.09 - Holiday Leave Bank for the Firefighters**

Each full time firefighter shall be eligible for Holiday Leave in lieu of paid holidays. Effective July 1, 2002, thirty-six (36) hours of Holiday Leave bank shall be credited to each employee at the end of the pay period that includes the first day of January, April, July and October of each year. Holiday leave must be taken during the year it is accrued. Any leave remaining at the end of each year shall be lost to the employee. Consistent with the sick and personal leave payoff in December each year, each employee of the firefighter unit shall be eligible for a cash payment of up to ~~fifty-two~~ **ONE HUNDRED AND FORTY-FOUR (52 144)**<sup>3</sup> hours of holiday leave.

In the event an employee is removed, resigns or retires and the employee has used credited holiday leave in an amount in excess of the amount that exceeds the prorated amount the employee would have earned during the period until their separation (5.538 hours for each full pay period worked), the employee shall have the amount determined to be in excess deducted for available vacation leave balances or deducted from their last pay check.

<sup>3</sup> Allows for cash-out of entire bank of holiday pay.

**Article 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 one hundred twenty-five dollars (\$125) per year for uniform cleaning and repair. The Employer shall also provide personal protective equipment to firefighters when first hired. Thereafter,

uniforms and personal protective equipment will be replaced when the Employer deems it necessary. Effective July 1, 2002 and annually thereafter with the pay period that includes July 1, the Employer shall provide a one hundred twenty-five dollars (\$125) per year allowance for uniform cleaning and repair to Firefighters.

#### Article 37.02 - Work Force Development Fund

For contribution purposes only in the Adjutant General's Department, Firefighters hours in active pay status shall be capped at 2080 hours per year.

### DEPARTMENT OF ADMINISTRATIVE SERVICES

#### Security Officer Canvass

- A. Prior to posting a Security Officer vacancy within the Department of Administrative Services - General Services Administration (GSA), the GSA 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. 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 the GSA to be a shift.
- C. It shall be the exclusive prerogative of GSA to determine the number and composition of shifts in each facility.

<sup>1</sup> Permits a Security Officer to trade up to eight regularly scheduled hours in a shift with another Security Officer. The trade of hours must be completed within the same pay period.

#### GSD SECURITY

##### A. HOURS TRADING

CONTINGENT UPON EMPLOYER APPROVAL, A SECURITY OFFICER MAY TRADE UP TO EIGHT (8) REGULARLY SCHEDULED HOURS IN A SHIFT WITH ANOTHER SECURITY OFFICER BY AGREEMENT WITH ONE ANOTHER. THE TRADE MUST BE COMPLETED WITHIN THE SAME PAY PERIOD.<sup>1</sup> THE EMPLOYER WILL DEVELOP FORMS FOR THIS PURPOSE, WHICH SHALL REQUIRE SIGNATURES OF THE NECESSARY PARTIES.<sup>2</sup>

<sup>2</sup> Employer must develop forms for use under this article.

<sup>3</sup> Excludes a Security Officer from overtime assignments at sites when customers have demanded that the officer be reassigned.

##### B. OVERTIME EXCLUSION

A SECURITY OFFICER MAY BE EXCLUDED FROM OVERTIME ASSIGNMENT AT A CUSTOMER'S SITE WHEN THE CUSTOMER HAS DEMANDED IN WRITING THAT THE SECURITY OFFICER BE EXCLUDED FROM THE SITE.<sup>3</sup> AFTER A PERIOD OF TWO (2) YEARS FROM EXCLUSION, DAS WILL ASK PERMISSION FROM THE CUSTOMER TO ALLOW THE SECURITY OFFICER BACK ON SITE FOR OVERTIME PURPOSES. AN OFFICER MAY BE RESTORED TO THE SITE UNDER THIS SECTION AT ANY TIME THE CUSTOMER WITHDRAWS ITS DEMAND FOR EXCLUSION.<sup>4</sup> A SECURITY OFFICER THAT IS EXCLUDED FROM AN OVERTIME OPPORTUNITY UNDER THIS SECTION SHALL BE OFFERED THE NEXT TIER TWO OFFERING FOR WHICH THE OFFICER WOULD BE OTHERWISE ELIGIBLE.<sup>5</sup>

<sup>4</sup> Clarifies when a Security Officer can be granted overtime rights at an excluded site.

<sup>5</sup> Requires that a Security Officer who is excluded from overtime under this section be given the next tier 2 opening for which they would otherwise be entitled to.

#### 18.17 - AGREEMENT REGARDING OAKS EMPLOYEES

THE FOREGOING AGREEMENT SHALL EXPIRE AUTOMATICALLY WHEN MANAGED SERVICES AT OAKS IS FULLY IMPLEMENTED<sup>6</sup>

IN THE EVENT THAT DAS ANNOUNCES LAYOFFS OR ABOLISHMENTS UNDER ARTICLE 18, ALL PROSPECTIVE PREFERENCES FOR OAKS EMPLOYEES (NOT YET APPLIED) CONFERRED UNDER THIS 18.17 AGREEMENT SHALL BE NULL AND VOID AT THAT TIME, UNLESS THE PARTIES MUTUALLY AGREE OTHERWISE.<sup>7</sup>

<sup>6</sup> Clarifies when the existing 18.17 agreement regarding managed services at OAKS will expire.

<sup>7</sup> Renders the existing 18.17 agreement null and void in the event that DAS announces layoffs or abolishments pursuant to Article 18.

#### ENHANCED SKILLS DEVELOPMENT<sup>8</sup>

THE EMPLOYER AND THE UNION MAY MUTUALLY AGREE TO CREATE PROGRAMS TO ENABLE THE WORK FORCE TO BECOME MORE FLEXIBLE, DIVERSE, AND TO INCREASE OPERATIONAL EFFICIENCY. BOTH PARTIES RECOGNIZE THE CONSTANTLY CHANGING WORK FORCE AND WILL ENCOURAGE MEMBERS TO CONTINUE TO SEEK EDUCATION/TRAINING IN ORDER TO KEEP PACE WITH THESE CHANGES. BOTH PARTIES MUTUALLY AGREE TO EXPLORE THE UTILIZATION OF ARTICLE 36.05 OR OTHER AVAILABLE AVENUES FOR THIS PURPOSE.<sup>9</sup>

<sup>8</sup> Recognizes the parties commitment to enhanced skills development in order to respond to the changing demands on the workforce.

<sup>9</sup> Parties agree to explore use of Article 36.05 or other available avenues to deal with training/education of the workforce.

### DEPARTMENT OF AGRICULTURE

1. Employees are not required to exhaust their bumping rights pursuant to Section 18.04 of the Agreement before utilizing Section 18.05.
2. All other terms and conditions of layoffs shall be governed by the collective bargaining agreement in effect at the time of the layoff.

#### DIVISION OF MEAT INSPECTION

IT IS OUR MUTUAL DESIRE THAT THE SETTLEMENT AGREEMENT MADE ON MAY 18, 2007 BETWEEN THE DEPARTMENT OF AGRICULTURE (ODA), THE OHIO CIVIL SERVICE EMPLOYEES ASSOCIATION, LOCAL 11, AFSCME (OCSEA), ODAS OFFICE OF CLASSIFICATION AND COMPENSATION, AND ODAS OFFICE OF COLLECTIVE BARGAINING BE CONTINUED EXCEPT AS BOTH PARTIES HAVE MUTUALLY AGREED TO MODIFY.<sup>1</sup>

NOW THEREFORE, ALL PARTIES HERETO, IN CONSIDERATION OF THEIR MUTUAL COVENANTS AND AGREEMENTS TO BE PERFORMED, AS HEREINAFTER SET FORTH, AGREE AS FOLLOWS:

1. THE CURRENT MEAT INSPECTOR CLASSIFICATION SERIES (2123) THAT WAS AMENDED AS A RESULT OF THE ABOVE SETTLEMENT AGREEMENT TO CREATE A "MEAT INSPECTOR TRAINEE" CLASSIFICATION WILL CONTINUE. THE SPECIFICATION FOR THIS NEW CLASSIFICATION PREVIOUSLY INCLUDED IN THE SETTLEMENT AGREEMENT WILL REMAIN AND WILL BE THE ENTRY LEVEL POSITION IN THE MEAT INSPECTOR SERIES. THE MEAT INSPECTOR TRAINEE IS IN PAY RANGE 28. EMPLOYEES IN THIS NEW CLASSIFICATION SHALL SERVE A ONE (1) YEAR PROBATIONARY PERIOD. UPON THE SUCCESSFUL COMPLETION OF A MEAT INSPECTOR TRAINEE'S PROBATIONARY PERIOD, THE EMPLOYEE WILL BE IMMEDIATELY RECLASSIFIED TO A MEAT INSPECTOR AND

<sup>1</sup> Incorporates and expands current practice.

WILL BE PLACED IN STEP 2 OF THE MEAT INSPECTOR PAY RANGE. THE MEAT INSPECTOR PAY RANGE IS NOT AFFECTED BY THIS AGREEMENT.<sup>2</sup>

2. MEAT INSPECTORS WILL EARN A 5% SUPPLEMENT FOR HOURS WORKED IN A PAY PERIOD, WHEN ASSIGNED THE FOLLOWING DUTIES WITHIN A PAY PERIOD:<sup>3</sup>

- A. TRAINING: MEAT INSPECTORS WILL BE PAID THE 5% SUPPLEMENT WHEN ASSIGNED TO TRAIN NEWLY HIRED MEAT INSPECTOR TRAINEES. ODA SHALL ALSO PAY THE SUPPLEMENT TO A MEAT INSPECTOR FOR TRAINING OTHER MEAT INSPECTORS ON CHANGES TO PROCEDURES OR LEGAL REQUIREMENTS AND REFRESHER COURSES, AS NEEDED. COMPENSATION WILL BE ON AN HOURLY BASIS. SUCH USE OF THE SUPPLEMENT IS AN APPROPRIATE TOPIC OF DISCUSSION FOR THE COMMITTEE CREATED IN SECTION 5 OF THE THIS AGREEMENT ON A NON-BINDING BASIS.
- B. CORRECTION FACILITY: MEAT INSPECTORS WILL RECEIVE THE 5% SUPPLEMENT FOR EACH HOUR WORKED IN A PAY PERIOD WHILE HE OR SHE IS ASSIGNED TO PICKAWAY CORRECTIONAL INSTITUTION ("PCI"). IT IS UNDERSTOOD BY THE PARTIES THAT THE MEAT INSPECTOR ASSIGNED TO INSPECTION FUNCTIONS AT PCI WILL RECEIVE THE SUPPLEMENT FOR EACH HOUR WORKED EITHER AT THE REGULAR STRAIGHT TIME OR OVERTIME RATE IN EACH PAY PERIOD WHILE ASSIGNED TO PCI. WITHIN THIS SECTION, A HOLIDAY IN WHICH THE INSPECTOR IS NOT REQUIRED TO INSPECT THE FACILITY WILL BE COUNTED AS AN INSPECTION DAY FOR THE EMPLOYEE CURRENTLY ASSIGNED THIS DUTY. AN EMPLOYEE WHO IS REQUIRED TO COVER A PCI ASSIGNMENT ON A TEMPORARY BASIS, SUCH AS WHEN THE ASSIGNED EMPLOYEE USES SICK, VACATION OR PERSONAL LEAVE, WILL RECEIVE THE SUPPLEMENT FOR ALL HOURS WORKED. ALL INSPECTORS ASSIGNED TO PCI WILL BE ENTITLED TO THE 5% SUPPLEMENT EXCEPT FOR THE MEAT INSPECTION TRAINEE.
- C. MEAT INSPECTORS WHO RECEIVE SPECIALIZED TRAINING IN SUCH ACTIVITIES AS THE UNITED STATE DEPARTMENT OF AGRICULTURE, AGRICULTURE MARKETING SERVICE'S CERTIFICATION AND ACCEPTANCE SERVICE SHALL RECEIVE THE 5% SUPPLEMENT FOR EACH HOUR DEVOTED TO THE ACTIVITY.
- D. MEAT INSPECTORS ARE OCCASIONALLY ASSIGNED BY THE SUPERVISOR TO ASSIST A NEW ESTABLISHMENT IN ACCOMPLISHING THE MANY DETAILED REGULATORY TASKS TO PREPARE FOR THE INAUGURATION OF MEAT AND POULTRY INSPECTION. INSPECTORS WHO ARE ASSIGNED THIS DUTY SHALL RECEIVE A 5% SUPPLEMENT FOR EACH HOUR WORKED IN DOING THIS ACTIVITY.
- E. ODA SHALL DETERMINE THAT OTHER DUTIES ARE APPROPRIATE FOR THIS SUPPLEMENT. SUCH DUTIES SHALL BE DISCUSSED BY THE JOINT COMMITTEE CREATED IN SECTION 5 OF THIS AGREEMENT.

3. THE PARTIES ACKNOWLEDGE THAT TRAINING NEW EMPLOYEES, ASSISTING A NEW PLANT BECOME OPERATIONAL, DOING ACCEPTANCE WORK FOR ANOTHER GOVERNMENT AGENCY. THIS SETTLEMENT IN NO WAY DIMINISHES THE SUPERVISOR'S ABILITY TO PERFORM THESE DUTIES. IT IS FURTHER UNDERSTOOD THAT AN EMPLOYEE WHO PERFORMS MULTIPLE DUTIES THAT COULD EARN THE SUPPLEMENT WILL ONLY EARN 5% AS A SUPPLEMENT. AN EMPLOYEE CANNOT EARN MORE THAN ONE 5% SUPPLEMENT AT A TIME.<sup>4</sup>

4. ODA RESERVES THE RIGHT TO DETERMINE WHICH EMPLOYEE RECEIVES THE SUPPLEMENT. ODA WILL CONSIDER SUCH FACTORS SUCH AS KNOWLEDGE, SKILLS AND ABILITIES OF THE EMPLOYEE AS WELL AS PROXIMITY TO THE WORK LOCATION WHEN SELECTING THE EMPLOYEE TO RECEIVE THE SUPPLEMENT. SELECTIONS MAY BE DISCUSSED JOINTLY BY THE SECTION 5 COMMITTEE, BUT CANNOT BE TAKEN TO ARBITRATION.

5. A JOINT MEAT INSPECTORS COMMITTEE WAS CREATED FOR THE DURATION OF THE 2006-2009 COLLECTIVE BARGAINING AGREEMENT PERIOD. IT IS THE DESIRE OF BOTH PARTIES TO CONTINUE THIS COMMITTEE'S ACTIVITIES. THE COMMITTEE WILL BE MADE UP OF 2 REPRESENTATIVES FROM THE UNION AND 2 REPRESENTATIVES FROM MANAGEMENT WITH EACH GROUP HAVING ONE ALTERNATE. EACH PARTY WILL CHOOSE ITS OWN REPRESENTATIVES. A QUORUM SHALL BE A MINIMUM OF 2 REPRESENTATIVES FROM EACH PARTY.<sup>5</sup>

- A. UNRESOLVED ISSUES REGARDING THE IMPLEMENTATION OF THIS MEAT INSPECTORS AGREEMENT ARE ONLY GRIEVABLE PURSUANT TO THIS AGREEMENT.
- B. IMPLEMENTATION ISSUES THAT ARE RESOLVED BY THE COMMITTEE ARE FINAL AND BINDING.
- C. SHOULD THE COMMITTEE NOT AGREE TO A RESOLUTION OF AN IMPLEMENTATION ISSUE OR NOT ACT ON THE ISSUE WITHIN 60 DAYS OF RECEIPT OF THE ISSUE, THE COMMITTEE SHALL REVIEW THE ISSUE WITH AN ARBITRATOR. THE ARBITRATOR SHALL HEAR THE CASE WITHIN 30 DAYS OF NOTIFICATION FROM THE COMMITTEE, UPON THE AVAILABILITY OF THE ARBITRATOR. THE HEARING SHALL INCLUDE ALL COMMITTEE REPRESENTATIVES AND UNION AND OCB REPRESENTATIVES AS NECESSARY. THE ARBITRATOR IS ENCOURAGED TO TAKE AN ACTIVE ROLE IN RESOLVING AND SETTling DISPUTES. THE ARBITRATOR SHALL RENDER A BINDING DECISION IN WRITING THE SAME DAY OR AT THE ARBITRATOR'S CHOOSING WITHIN 3 WORKING DAYS OF THE HEARING. THE

<sup>2</sup> Allows for automatic progression of Trainee to Meat Inspector.

<sup>3</sup> Five percent supplement paid while performing the listed duties.

<sup>4</sup> Acknowledges that these duties are not exclusively bargaining unit work.

<sup>5</sup> Outlines scope of the joint labor/ management committee and commits to quarterly meetings as needed.

ARBITRATOR WILL BE SELECTED BY THE PARTIES AND ALL COSTS SHARED EQUALLY. THIS PROCEDURE IS SEPARATE FROM THE ARTICLE 25 PROCEDURE IN THE COLLECTIVE BARGAINING AGREEMENT.

- D. ISSUES THAT ARE TO BE ADDRESSED BY THE COMMITTEE MAY BE FORWARDED BY ANY BARGAINING UNIT OR MANAGEMENT EMPLOYEE THROUGH EITHER THE BARGAINING UNIT OR MANAGEMENT REPRESENTATIVES.
- E. THE COMMITTEE SHALL ELECT A CHAIR AND A SECRETARY FROM ITS MEMBER REPRESENTATIVES. EACH POSITION SHALL BE OCCUPIED BY A MEMBER OF THE OPPOSITE AFFILIATION.
- F. THE COMMITTEE SHALL MEET QUARTERLY OR ON AN AS NEEDED BASIS.

THE PARTIES INVOLVED IN THE ORIGINAL SUPPLEMENT AGREEMENT MUTUALLY AGREE TO CONTINUE OUR RELATIONSHIP AS SPELLED OUT IN THIS REVISED SUPPLEMENTAL AGREEMENT AND ASKED THAT IT BE MADE A PART OF THE COLLECTIVE BARGAINING AGREEMENT.

#### MEAT INSPECTOR TRAVEL AGREEMENT<sup>6</sup>

THE STATE OF OHIO, DEPARTMENT OF AGRICULTURE, BY AND THROUGH THE OFFICE OF COLLECTIVE BARGAINING, AND THE OHIO CIVIL SERVICE EMPLOYEE'S ASSOCIATION ("OCSEA"), LOCAL 11, AFSCME, HEREBY AGREE TO ESTABLISH THE FOLLOWING UNIFORM SYSTEM FOR MEAT INSPECTOR WORK SCHEDULE ASSIGNMENTS WITH REGARD TO REPORT-IN LOCATIONS, WORK DAY ACTIVITIES, AND TERMS FOR COMPLETION OF DAILY INSPECTION ACTIVITIES.

<sup>6</sup> Defines how the starting and ending times for inspectors who do not live in their headquarter county will be determined.

- 1. THE "REPORT IN" AND "REPORT OUT" LOCATIONS FOR EACH MEAT INSPECTOR SHALL BE THE ASSIGNED PLANT TO WHICH THE MEAT INSPECTOR MUST REPORT EACH DAY. IF AN INSPECTOR HAS MULTIPLE PLANTS TO COVER AS PART OF HIS/HER PRIMARY DUTY ASSIGNMENT (PDA), THE REPORT-IN LOCATION WILL BE THE FIRST PLANT THEY VISIT AND THE "REPORT-OUT" LOCATION SHALL BE THE LAST PLANT THE MEAT INSPECTOR SHALL VISIT IN THAT ASSIGNMENT.
- 2. THE STARTING TIME FOR EACH EIGHT (8) HOUR WORK SCHEDULE FOR EACH DAY SHALL BE ONE-HALF HOUR AFTER THE MEAT INSPECTOR REACHES HIS/HER HEADQUARTER COUNTY, OR UPON THE INSPECTOR'S ARRIVAL AT THE REPORT-IN LOCATION, WHICHEVER OCCURS FIRST. THE ENDING TIME FOR EACH (8) HOUR WORK SCHEDULE FOR EACH DAY SHALL BE ONE-HALF HOUR BEFORE THE MEAT INSPECTOR REACHES HIS/HER HEADQUARTER COUNTY, OR UPON THE INSPECTOR'S DEPARTURE AT THE REPORT-OUT LOCATION, WHICHEVER COMES LAST.
- 3. MEAT INSPECTORS EMPLOYED AS OF 12/31/2008 MAY BE REASSIGNED TO THEIR RESIDENCE COUNTIES IF THE REASSIGNMENT DOES NOT NEGATIVELY IMPACT THE MEAT INSPECTION PROGRAM.
- 4. THE OHIO DEPARTMENT OF AGRICULTURE AGREES TO REIMBURSE MEAT INSPECTORS WHO ARE REQUIRED TO USE THEIR PRIVATELY OWNED VEHICLES (POV) FOR ALL MILES TRAVELED WHILE PERFORMING ASSIGNED DUTIES. IF THE INSPECTOR RESIDES IN HIS/HER ASSIGNED DISTRICT, MILEAGE IS CALCULATED FROM THEIR RESIDENCE; IF THEY RESIDE OUTSIDE OF THE DISTRICT, MILEAGE IS FIGURED ONCE THE INSPECTOR REACHES THEIR ASSIGNED DISTRICT LINE.
- 6. MEAT INSPECTORS SHALL CARRY OUT THEIR ASSIGNED DUTIES TO PROVIDE FOR EIGHT (8) HOURS OF DISTRICT INSPECTION ACTIVITIES PLUS ADDITIONAL TIME FOR A LUNCH PERIOD.
- 7. MEAT INSPECTORS SHALL ARRANGE THEIR DAILY PLANT INSPECTION DUTIES AND ANY OFFICIAL TRAVEL TIME TO ACCOUNT FOR THEIR EIGHT (8) HOUR WORK SCHEDULE. IF OFFICIAL TRAVEL TIME IS PART OF THE INSPECTOR'S PDA, THEIR EIGHT (8) HOUR WORK SCHEDULE SHOULD BE ADJUSTED TO ACCOUNT FOR THAT TIME.<sup>7</sup>

<sup>7</sup> Includes allowed drive time (up to 30 minutes) at beginning and end of day as part of the inspector's eight hour day.

THE PARTIES INVOLVED IN THE ORIGINAL MEMORANDUM OF UNDERSTANDING (FOR UNIFORM MEAT INSPECTOR WORK SCHEDULES WITH REGARD TO REPORT-IN LOCATIONS, WORK DAY ACTIVITIES, AND TERMS FOR COMPLETION OF DAILY INSPECTION ACTIVITIES) MUTUALLY AGREE TO CONTINUE OUR RELATIONSHIP AS SPELLED OUT IN THIS REVISED MEMORANDUM OF UNDERSTANDING ASK THAT IT BE MADE A PART OF THE COLLECTIVE BARGAINING AGREEMENT.

#### CAPITAL SQUARE REVIEW AND ADVISORY BOARD

##### ARTICLE 26.01 - OBSERVANCE<sup>1</sup>

THIRD (3<sup>RD</sup>) SHIFT EMPLOYEES OF THE CAPITOL SQUARE REVIEW AND ADVISORY BOARD (CSRAB) SHALL OBSERVE HOLIDAYS WITH THE WORK SHIFT THAT BEGINS ON THE OBSERVED DAY LISTED IN ARTICLE 26.01 OF THE COLLECTIVE BARGAINING AGREEMENT.

<sup>1</sup> Incorporates the current practice for CSRAB employees to observe holidays.

##### OHIO CIVIL RIGHTS COMMISSION<sup>1</sup>

The probationary period for Civil Rights Investigator 1 and the Civil Rights Alternative Dispute Resolution Mediator shall be nine (9) months from the effective date of hire, lateral transfer or promotion. The probationary period for the Civil Rights Investigator 2 shall remain at six (6) months.

<sup>1</sup> No change.

#### DEPARTMENT OF COMMERCE

##### I. 17.05 - Selection

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.

**II. ELEVATOR INSPECTOR TRAINEE (24140)**

Notwithstanding the provisions of Section 6.01, the classification specification for Elevator Inspector Trainee (24140) shall provide as follows:

The probationary period may be for up to one (1) year. The probationary period may be completed in less than one year, based upon the discretion of the Employer.

While classified as an Elevator Inspector Trainee, pay range 29, the employee shall not be eligible for a step increase. However, upon the Employer deeming the probationary period complete and the Employer's issuance of a certificate of competency as required by Section 4105.02 of the Ohio Revised Code, the employee shall be reclassified as Elevator Inspector (24141), pay range 32.

**III. SFM FORENSIC LABORATORY POSITIONS**

**APPLICANTS SELECTED FOR NEW HIRE, PROMOTION, DEMOTION OR LATERAL TRANSFER INTO POSITIONS WORKING IN THE STATE FIRE MARSHAL FORENSIC LABORATORY MUST COMPLETE AND SUCCESSFULLY PASS AN ELECTRONIC BACKGROUND CHECK.<sup>1</sup>**

**THE SELECTED APPLICANT WILL NOT BE APPROVED FOR THE POSITION IF AS AN ADULT, PLEAD GUILTY TO OR CONVICTED OF A FELONY IN OHIO, FEDERALLY OR IN ANOTHER STATE OR TERRITORY OR PLEAD GUILTY TO OR CONVICTED OF A MISDEMEANOR OFFENSE INVOLVING ARSON.<sup>2</sup>**

**THE SELECTED APPLICANT MAY NOT BE APPROVED FOR THE POSITION IF AS AN ADULT, PLEAD GUILTY TO OR CONVICTED OF MISDEMEANOR OFFENCES INVOLVING VIOLENCE, DRUGS, DISHONESTY (INCLUDING THEFTS AND FRAUDS), MORAL TURPITUDE, OR FALSE STATEMENTS IN OHIO, FEDERALLY OR IN ANOTHER STATE OR TERRITORY.<sup>3</sup>**

**AN APPLICANT FAILING THE ELECTRONIC BACKGROUND CHECK WILL NOT BE SELECTED FOR THESE POSITIONS AND WILL BE PROHIBITED FROM RE-APPLYING FOR THESE POSITIONS.**

**THE BACKGROUND CHECK WILL CONSIST OF AN ELECTRONIC RECORD CHECK THROUGH THE BCI & I WEB CHECK AND THE FBI NATIONAL WEB CHECK OR THE EQUIVALENT ELECTRONIC RECORD CHECK.**

**POSITIONS REQUIRING A BACKGROUND CHECK WILL INCLUDE NOTICE ON THE JOB VACANCY ANNOUNCEMENT.**

<sup>1</sup> Applicants must undergo a background check.

<sup>2</sup> Specifies conditions under which an applicant will not be hired.

<sup>3</sup> Specifies conditions under which the Employer may choose not to hire an applicant.

**DEPARTMENT OF EDUCATION**

An employee serving in an agency specific classification (i.e., Educational Employee Consultant 1, 2 or 3) at the Ohio Department of Education (ODE) will have his/her service time with an Ohio Public School District and/or State of Ohio funded college or university credited toward prior service for determining the rate of accrual for vacation leave.

The employee must submit proof of prior services with the Ohio Public School District or State of Ohio funded college or university to the agency designee no more than ninety (90) days after commencing employment with ODE.

Employees who have retired in accordance with the provisions of any State of Ohio retirement plan and who are employed by ODE in one of the agency specific classifications listed above shall not have prior service counted toward vacation leave accrual.

The eligibility for prior service for vacation leave accrual will be extended to current employees hired into the agency specific classifications listed above after 12/01/2000 and through the date of approval of this agreement. Prior service documents must be submitted to the agency designee within thirty (30) days of the acceptance of the memorandum. Vacation accrual for current employees will begin with the date of approval of this agreement and will not be retroactive to the hire date for those employees.

**THIS LANGUAGE SHALL CONTROL UNTIL JULY 1, 2010, AT WHICH TIME THE PROVISIONS OF ARTICLE 28.01 GO INTO EFFECT STATEWIDE.<sup>1</sup>**

<sup>1</sup> Education Consultants will continue to accrue vacation leave under this language in Appendix Q until new language regarding prior service credit in Article 28.01 becomes effective statewide July 1, 2010.

**DEPARTMENT OF EDUCATION  
OHIO SCHOOL FOR THE DEAF  
OHIO STATE SCHOOL FOR THE BLIND**

**Youth Leader Work Schedule - Ohio School For The Deaf**

Due to operational needs Youth Leader work schedules will be as follows:

1. A work schedule of eighty-six (86) hours per pay period shall be worked by all youth leaders at the Ohio School for the Deaf, effective the pay period after the signing of this agreement. The superintendent of OSD has the right to increase or decrease these hours based on operational needs **AND/OR FUNDING**. Such schedules for the Ohio School for the Deaf shall be ~~guided by~~ **IN ACCORDANCE WITH** Section 13.02 of the Collective Bargaining Agreement **AND IN ACCORDANCE WITH 13.01 AS IT PERTAINS TO THE STANDARD 40 HOUR WORK WEEK.**<sup>1</sup> If work hours are changed due to operational needs **OR FUNDING**, it will not be done without proper notification to the union.
2. Management agrees to follow the contract when utilizing overtime opportunities. Part-time Youth Leaders shall be assigned regularly scheduled hours. The part-time Youth Leaders shall be ineligible to work additional hours above their schedule unless full-time Youth Leaders have been given the opportunity to work the additional hours.
3. When a vacancy occurs, the hours of the position shall be posted for bid by the most senior in that classification who desires the hours of work and who is qualified. Once the most senior employee who is qualified has selected the hours of work, then the existing vacancy will be filled pursuant to Article 17.
4. If overtime is required by the employer, it shall be offered according to the overtime roster. The employer may pull and move the least senior employee of the appropriate gender who normally performs the work in order to assign the overtime in accordance with Article 13.07.

<sup>1</sup> Employer has the right to decrease or increase the number of hours dependent upon both operational need and funding. Hours cannot be reduced below a 40-hour work week.

5. Due to shifts and changes in operational need, scope, and/or mission of the school, the Employer maintains the right to reassign an employee and his/her position to another shift and/or hours within the same school.  
Shift/hour reassignments requires the approval of the Superintendent or his/her designee prior to the employee movement.

#### **Youth Leader Work Schedule - Ohio State School for the Blind**

Due to operational needs Youth Leader work schedules will be as follows:

1. A work schedule of eighty-four (84) hours per pay period shall be worked by all Youth Leaders at the Ohio State School for the Blind, effective the pay period after the signing of this agreement. The superintendent of OSSB has the right to increase or decrease these hours based on operational needs **AND/OR FUNDING**. Such schedules for the Ohio State School for the Blind shall be ~~guided by~~ **IN ACCORDANCE WITH** Section 13.02 of the Collective Bargaining Agreement **AND IN ACCORDANCE WITH 13.01 AS IT PERTAINS TO THE STANDARD 40 HOUR WORK WEEK**.<sup>2</sup> If work hours are changed due to operational needs **OR FUNDING**, it will not be done without proper notification to the union.
2. Management agrees to follow the current contract when utilizing overtime opportunities. Part time Youth Leaders shall be assigned regularly scheduled hours. The part time Youth Leaders shall be ineligible to work additional hours above their schedule unless full time youth leaders have been given the opportunity to work the additional hours.
3. If overtime is required by the employer, it shall be offered according to the overtime roster. The employer may pull and move the least senior youth leader of the appropriate gender who normally performs the work in order to assign the overtime in accordance with Article 13.07.
4. Due to shifts and changes in operational need, scope, and/or mission of the school, the Employer maintains the right to reassign an employee and his/her position to another shift and/or hours within the same school.  
Shift/hour reassignments requires the approval of the Superintendent and/or his/her designee prior to employee movement.

<sup>2</sup> Employer has the right to decrease or increase the number of hours dependent upon both operational need and funding. Hours cannot be reduced below a 40-hour work week.

#### **Prorated Salary, and Summer Work Program**

The Ohio Civil Service Employees Association (OCSEA) and the Ohio Department of Education both recognize that the Ohio State School for the Blind (OSSB) and the Ohio School for the Deaf (OSD) are unique in state government, in that they operate on a school year work schedule. In the recognition of this fact, both parties also recognize that special provisions in the contract are necessary to enable the schools to attract and keep employees and to provide benefits consistent with employees who work full time.

These provisions apply only to employees who work according to the school year calendar.

1. Prorated Salary Continuation Program
  - A. An employee may elect to prorate his/her annual earnings over twenty-six (26) pay periods. The amount that will be reported over 26 pay periods shall include no more than 80 hours of regularly scheduled hours of work calculated at the employee's regular hourly rate of pay. This prorated amount shall also include longevity and supplements, such as bilingual pay. Overtime pay, personal leave, vacation leave, and compensatory time and shift differential are excluded from the amount of pay that will be prorated over 26 pay periods.  
An election to participate or not in the Prorated Salary Continuation Program shall be made before August first (1st) of each year and shall be irrevocable for one (1) year.
  - B. If an employee elects to participate in this program, the employee may supplement the prorated amount with overtime pay earned during that actual pay period or personal leave, vacation leave, or compensatory time that the employee had accrued. Shift differential pay and holiday pay shall be paid the pay period during which it is worked. In accordance with the contract, an employee may elect to take compensatory time rather than overtime pay during the pay period which it is worked.
  - C. An employee may not use leave not accrued or use more leave than the amount required to provide what the employee's weekly earnings would be on a non-prorated basis. During the summer months, an employee will accrue leave only when the employee is scheduled work. Under these circumstances accrual shall be calculated in accordance with the collective bargaining agreement.
  - D. An employee who does not elect to participate in the Prorated Salary Continuation Program may elect to maintain active pay status during pay periods between school calendar years for purpose of maintaining contractual benefits. The monthly amount of leave used shall be no less than two hundred fifty dollars (\$250) in each month an employee is not scheduled to work. The employee may not take leave in excess of the amount of the employee's regular weekly earnings. During the summer months, an employee will accrue leaves only when the employee is scheduled to work
2. Summer Work Program
  - A. The Summer Work Program (SWP) is available as a third option to all employees except Youth Leaders.
  - B. In order to elect this option, an employee must indicate this desire to the employer not less than 30 days prior to the last day of the school year.
  - C. Those employees who elect this option but do not complete this commitment will not be eligible, thereafter, to participate in further Summer Work Programs without explicit approval of the appointing authority. Participation in the SWP shall not be unreasonably denied. Management maintains the sole right to dismiss an employee from the SWP. Such dismissal is nongrievable.
  - D. OSSB will provide employees with 40 hours employment in the month of July. The minimum of hours worked by employees participating in SWP will be based on operational needs and/or funding available. The hours worked by the employees participating in SWP will be a topic for discussion at OSSB labor management meeting scheduled for the third week of May. The employer will communicate to the employees prior to school closing the opening and closing dates for participation in the SWP.
  - E. OSD agree to provide a minimum of 10 hours per week of work to each employee selecting the SWP option. The minimum of hours worked by employees participating in SWP will be based on operational needs and/or funding available. The hours worked by the employees participating in SWP

will be a topic for discussion at OSD labor management meeting scheduled for the third week of May. The employer will communicate to the employees prior to school closing the opening and closing dates for participation in the SWP.

During the summer months, the employer may assign duties outside of the employee's regular position description or classification specifications. Also, the employee shall be paid at the first step of the pay range of the classification of Laborer 1. The performance of work by SWP participants, which is normally performed by other classifications, shall not constitute a violation of Article 13.07 of the agreement and shall not be grievable. If for any reason an employee separates from the Ohio Department of Education, the employer shall compute the actual hours worked and the benefits up through the date of separation. The employer shall pay the employee what he/she is entitled to up through the separation date. The employer has the right to recover any amounts paid the employee in excess of their entitlement at the time of separation.

Any leaves used as time off or as a supplement shall be paid during the pay period used, at full value based on the employee's regular rate of pay, times the hours used. Holidays shall be paid in the pay period they occur and in accordance with the collective bargaining agreement. Employees who are in an active pay status their last scheduled work-day prior to the holiday shall qualify for holiday pay.

**F. 26.01 - OBSERVANCE<sup>3</sup>**

**THE OHIO SCHOOL FOR THE DEAF AND OHIO STATE SCHOOL FOR THE BLIND SHALL OBSERVE VETERAN'S DAY ON EITHER FRIDAY OR MONDAY WHEN THE ACTUAL DAY OF THE HOLIDAY FALLS ON A TUESDAY, WEDNESDAY, OR THURSDAY.**

**VETERAN'S DAY SHALL BE OBSERVED AS SET FORTH IN THE SCHOOL CALENDAR.**

<sup>3</sup> The schools' holidays are set by the Ohio Education Association school calendar and all holidays are scheduled for Monday or Friday.

**Probationary Periods - OSD and OSSB**

All employees newly hired, promoted, or laterally transferred into a different classification, working according to a school calendar year and providing direct contact to students shall serve a 120 scheduled workday probationary period. The affected classifications at the Ohio School for the Deaf are Teacher Aide, and General Activity Therapist. The affected classification at the Ohio School for the Blind is the Teacher Aide.

**ENVIRONMENTAL PROTECTION AGENCY**

**TRAINING/PROFESSIONAL DEVELOPMENT:<sup>1</sup>**

The Ohio EPA and OCSEA agree that the joint labor-management committee will meet to make training policy recommendations to the Director. The committee's goal shall be to make recommendations that will result in improved services to the agency and improve the skills of employees. The policies **RECOMMENDATION** shall include but not be limited to workshops, conferences, seminars, **CROSS-TRAINING** and homeland security training opportunities. The team shall be formed no later than August 1, 2006 with **MAKE** recommendations to the Director no later than December 1, 2006 **31, 2009**. Time lines may be extended by mutual agreement. The policies recommended **RECOMMENDATIONS** shall not violate the collective bargaining agreement.

~~The Ohio EPA and OCSEA agree that career tracks shall be an appropriate topic for discussion at the labor-management committee meetings. We shall jointly explore the possibilities of improving the quality of services at the Ohio EPA.~~

**OFF HOURS:<sup>2</sup>**

**THE OHIO EPA AND UNION AGREE TO ADOPT AND INCORPORATE THE EXISTING PRACTICE OF "OFF HOURS" COVERAGE AS DESCRIBED IN DERR-00-ER-005 AND "ITS OFF-HOURS SUPPORT PLAN."**

**EMPLOYEE SUPPORT:<sup>3</sup>**

**THE STATEWIDE LABOR/MANAGEMENT COMMITTEE WILL DISCUSS AND CONSIDER MUTUAL INTEREST AND OPTIONS GENERATED BY AGENCY-SPECIFIC NEGOTIATIONS, INCLUDING BUT NOT LIMITED TO SAFETY; LEGAL SUPPORT; PROFESSIONAL DEVELOPMENT; EDUCATIONAL OPPORTUNITIES; CROSS-TRAINING; CAREER TRACKS; EMPLOYER PROVIDED INTERNAL SHORT COURSES AND SEMINARS; AND APPROPRIATE COLLABORATIVE EFFORTS WITH CIVIC AND ENVIRONMENTAL GROUPS. THESE DISCUSSIONS MAY RESULT IN THE REFERRAL OF SUCH OPTIONS TO REGIONAL LABOR/MANAGEMENT COMMITTEES AND/OR OTHER APPROPRIATE COMMITTEES AS DEEMED NECESSARY.**

**INCENTIVES:<sup>4</sup>**

**IN ACCORDANCE WITH ARTICLE 22.01, APPROPRIATE MERIT BASED INCENTIVES WILL BE EXPLORED BY THE STATEWIDE LABOR/MANAGEMENT COMMITTEE TO ENCOURAGE EMPLOYEE EXCELLENCE. SUCH MERIT BASED INCENTIVE PROGRAMS SHALL BE MUTUALLY AGREED UPON BETWEEN, AND SUPPORTED BY, THE EMPLOYER AND THE UNION. THIS MAY INCLUDE THE EXPLORATION OF ALTERNATIVE SOURCES OF FUNDING, INCLUDING GRANTS, TO PROMOTE SPECIAL PROJECTS AND TEMPORARY WORK LEVELS.**

**WORKPLACE MEDIATION PROGRAM:<sup>5</sup>**

**NOTWITHSTANDING ANY CONTRACTUAL, GRIEVANCE OR ANY OTHER EXISTING EEO, OOCR COMPLAINTS, OHIO EPA AND THE UNION RECOGNIZE THE BENEFITS OF PARTICIPATING IN OHIO'S WORKPLACE MEDIATION PROGRAM SPONSORED BY THE OHIO COMMISSION ON DISPUTE RESOLUTION AND CONFLICT MANAGEMENT. THE EMPLOYER AND THE UNION AGREE TO STRONGLY ENCOURAGE EMPLOYEES TO PROACTIVELY UTILIZE THE STATE OF OHIO MEDIATION PROGRAM.**

<sup>1</sup> Statewide labor/management committee will create new training recommendations to coordinate existing conferences and expand training opportunities.

<sup>2</sup> Incorporates existing policy and methods of compensation for emergency response (ER) and blackberry (IT) on-call coverage and support during non-working hours.

<sup>3</sup> Statewide and regional labor-management committee agendas will include the listed topics.

<sup>4</sup> Statewide labor/management committee will explore merit-based incentives and funding methods.

<sup>5</sup> Encourages employees to resolve non-grievance disputes by utilizing Ohio's Workplace Mediation Program.

## PERFORMANCE EVALUATIONS:<sup>6</sup>

**ALL OHIO EPA EMPLOYEES SHALL RECEIVE PERFORMANCE EVALUATIONS ANNUALLY. IF THE PERFORMANCE EVALUATION WILL AFFECT A STEP INCREASE, IT SHALL BE COMPLETED DURING THE SIXTY (60) DAY PERIOD IMMEDIATELY PRECEDING THE EMPLOYEE'S NEXT STEP INCREASE.**

**THE EMPLOYER AND THE UNION WILL CREATE A JOINT QUALITY TEAM CONSISTING OF REPRESENTATIVES FROM LABOR AND MANAGEMENT, IN ACCORDANCE WITH ARTICLE 14, NO LATER THAN MARCH 31, 2009. THE QUALITY TEAM WILL REVIEW THE CURRENT PERFORMANCE EVALUATION FORM, OVERALL PROCESS AND MAKE CONSENSUS RECOMMENDATIONS TO THE DIRECTOR OR DESIGNEE BY DECEMBER 31, 2009, UNLESS EXTENDED BY MUTUAL AGREEMENT.**

## DEPARTMENT OF HEALTH<sup>1</sup>

### Travel/Report-in Location

Field employees who do not have home designated as headquarters shall have travel time paid to and from a work site other than their office, except that the first and last 30 minutes of travel of the day shall not be paid, if the actual travel time to a work site or the normal travel time to the assigned office is less than 30 minutes, only the time spent in travel of the normal travel time to the office, whichever is less, shall not count as work time.

On days when the employee reports to the office, travel time shall not count as work time and the work day will begin when the employee arrives and signs in for work at the office.

For the purpose of this article, "field employees" shall be defined as employees who regularly travel three (3) or more days per week at least six (6) months of the year. No employee shall be treated as a "field employee" who has not received written designation as such from management.

### Overtime Canvass

Employees shall be canvassed quarterly as to whether they would like to be offered overtime except in programs where there are only occasional opportunities for non-assignment specific overtime. Management's decision that a canvass is not necessary is grievable. In programs where there are only occasional opportunities for non-assignment specific overtime. Employees shall be canvassed when such an opportunity arises. Other provisions of Article 13.07 regarding rotation of overtime shall apply.

## DEPARTMENT OF JOBS AND FAMILY SERVICES

### Additional Work Supplement Program

In specific instances where a temporary working level is not applicable, employees of the Ohio Department of Job and Family Services, who are on temporary assignment performing duties significantly above their current classification, solely as determined by management, shall be eligible for a pay supplement which increases their rate of pay a minimum of approximately four percent (4%) above their current step rate of compensation, to a maximum of approximately eight percent (8%) based upon qualifications and the job performed, determined at management's sole discretion. Employee qualifications may be subject to verification. Determination of pay and qualifications shall be made prior to any temporary assignment under this program. Such payments shall start at the beginning of the project. Such supplement shall be applied only in instances where the temporary assignment exceeds ten (10) working days. Selection (or non-selection) and the payment of this supplement shall be solely at the discretion of management and shall not be grievable. Involuntary selection shall be grievable only through Step 4, Mediation. Work assigned pursuant to this program shall not be subject to a Working-Out-of-Class (Article 19) grievance. **HOWEVER TO ENSURE EMPLOYEES ARE ADEQUATELY COMPENSATED AND WORKING WITHIN THE APPROPRIATE CLASSIFICATION THE UNION AND MANAGEMENT SHALL HAVE A DISCUSSION NO LESS THAN EVERY 120 DAYS OF A CONSECUTIVE ADDITIONAL WORK SUPPLEMENT APPOINTMENT. ISSUES NOT RESOLVED THROUGH THESE DISCUSSIONS MAY BE GRIEVED ONLY THROUGH ARTICLE 25, STEP 4.**<sup>1</sup>

### Established Term Appointments

#### A. Intent:

The Ohio Department of Job and Family Services has a long-term commitment to continue to reduce their reliance on non-union intermittent, temporary, and non permanent employees. In order to achieve this goal, ODJFS may use the established term appointment type for the purpose of supplementing the permanent work force and agrees that they will not use such appointment type for the purposes of eroding the bargaining unit.

#### B. Employment Standards:

ETA appointments shall be subject to the following:

1. ETA vacancies shall be posted. Bargaining unit members in permanent positions shall have rights to the positions in accordance with Article 17. If awarded the position, the successful candidate shall be subject to all of the terms governing ETA employees.
2. All newly hired ETAs shall serve a 1000 hour probationary period.

#### C. Appropriate Use:

Appropriate use of an ETA appointment may include, but is not limited to the following:

1. To fill in for employees on any form of leave to include, but is not limited to:
  - A.) Sick leave
  - B.) Personal leave
  - C.) Vacation
  - D.) Compensatory time
  - E.) Bereavement
  - F.) Disability
  - G.) Workers' compensation
  - H.) Approved union leave
  - I.) Administrative leave
  - J.) Leave under the Family Medical Leave Act
  - K.) Education leave, i.e. workforce development
2. Staffing around the holidays.

<sup>6</sup> Creates a joint labor/management Quality Team to review the performance evaluation process and make improvement recommendations.

<sup>1</sup> No change.

<sup>1</sup> Ensures the Union has input regarding employees being placed into additional work supplement status.

3. To staff for mandated or other training.
  4. Operational need that is not contrary to the intent of this agreement.
- D. Operational Limitations:
1. An ETA shall work no more than 1500 hours in a State fiscal year unless mutually agreed to by the ETA joint labor/management committee.
  2. An ETA hired before February 28, 2006 shall work no less than 400 hours in a State fiscal year unless mutually agreed to by the ETA committee.
  3. An ETA hired after February 28, 2006 shall have no minimum hour requirement.
  4. The Employer shall offer ETA hours of work prior to offering those hours to Intermittents. When hours of work are scheduled with less than twenty-four (24) hours notice the first available employee shall be offered the hours. An ETA must fill out a contact sheet, agreed to by the parties.
  5. ETAs who report to work as scheduled shall be guaranteed a minimum of two (2) hours of work.
  6. Those in established term appointments shall normally be scheduled to work forty (40) hours per week during the defined peak period(s).
  7. The Employer will make a good faith effort to equitably distribute hours worked among available ETAs.
- E. Bargaining Unit Benefits:
1. ETAs will be OCSEA bargaining unit members and pay union dues or fair share fees in accordance with OCSEA policy.
  2. ETAs shall accrue seniority credits. They shall be pro-rated in the same manner as part-time bargaining unit employees as defined by the collective bargaining agreement.
  3. ETA employees shall be offered health insurance pursuant to the provisions of Article 20 and 21 of the collective bargaining agreement.
  4. ETA employees shall accrue sick leave, vacation and personal leave.
  5. Holiday pay if scheduled to work forty (40) hours per week, including the scheduled day before and the scheduled day following the holiday.
  6. ETA employees shall receive bereavement leave with pay for the hours that they are scheduled to work.
  7. ETAs shall be eligible for other rights and benefits not modified by specific ETA language or limited by part-time employee status.
  8. If an interim customer service representative position in the office of local office of local operations becomes available, an ETA shall normally be given preference for selection to the interim position prior to it being offered to a non-bargaining unit member within the headquarters location.
- F. Problem Solving:
1. The Union and Management are committed to making this program work to their mutual benefit. The ETA is seen as an opportunity for employees to enter the workforce, prove their abilities and become fulltime permanent ODJFS employees. It is also seen as a method to increase use of bargaining unit positions and thereby reducing the use of intermittent and other non-bargaining unit appointment types.
  2. The parties will work to solve problems that arise from the use of ETAs without resorting to the formal grievance procedure.
  3. Grievances that are filed that deal with master contract issues other than discipline shall be filed using the normal grievance procedure described in Article 25 of the collective bargaining agreement. Grievances that are filed regarding the ETA appointment type or to enforce this Article shall be filed directly at Step 3 of the procedure. The grievance shall be heard by a management representative serving on the joint ETA labor/management committee. Prior to issuing a Step 3 response, the Step 3 designee who heard the grievance at Step 3 shall bring copies of the grievance and related documents to the next meeting of the joint ETA labor/management committee. The members of the committee shall provide input and direction to the Step 3 designee on how best to resolve the issue. Unresolved issue grievances may be advanced to Step 4, mediation, for a written bench opinion. The parties shall refer the mediation advisory opinion to the joint ETA labor/management committee for review, discussion, and resolution. The advisory opinion shall serve as a guideline for resolution. The Step 3 designee shall issue a Step 3 response within 35 days of the committee's decision not to move the case to Step 4 - mediation. For those cases that go to mediation, a Step 3 decision shall be issued within 35 days of the committee's review of that decision. Discipline grievances concerning suspensions of five (5) days or more or removals may be advanced to Step 5, nontraditional arbitration.
- G. Use of ETA:
1. ODJFS agrees not to use the ETA employees to avoid filling full-time and part-time permanent bargaining unit positions, ETA employees will not be used in arbitrary and capricious manner.
  2. The ratio of full time OCSEA bargaining unit employees to ETAs shall be no more than one (1) ETA to four and one-half (4.5) full-time OCSEA bargaining unit employees providing that no office, bureau, or section in ODJFS exceed a 1:4.5 ratio. The joint ETA labor & management committee may mutually agree to modify the ratio.
- H. Layoffs:
- IN THE EVENT LAYOFFS BECOME NECESSARY, ETA EMPLOYEES SHALL BE SEPARATED PRIOR TO PERMANENT EMPLOYEES BEING LAID OFF. IN THE EVENT OF A JOB ABOLISHMENT OR IN ORDER TO AVOID A JOB ABOLISHMENT, ESTABLISHED TERM APPOINTMENT TYPE (ETA) POSITIONS IN THE SAME CLASSIFICATION WITHIN THE SAME OFFICE WHERE THE ABOLISHMENTS OCCUR SHALL BE SEPARATED PRIOR TO ABOLISHING ANY FULL OR PART TIME PERMANENT POSITIONS IN THE SAME CLASSIFICATION. ETA POSITIONS SHALL BE SEPARATED PRIOR TO ANY FULL OR PART TIME PERMANENT EMPLOYEE IN THE SAME CLASSIFICATION BEING LAID OFF. IN THE CASE OF A JOB ABOLISHMENT AND/OR LAYOFF A COST NEUTRAL SEPARATION (THE NUMBER OF ETA POSITIONS NEEDED TO BE SEPARATED TO AVOID ABOLISHMENT OF**

**A POSITION OR LAYOFF OF A PERMANENT FULL OR PART TIME EMPLOYEE ) OF ETAS WILL BE ESTABLISHED. ETA EMPLOYEES WILL NOT HAVE ANY RIGHTS UNDER ARTICLE 18.<sup>2</sup>**

<sup>2</sup> Clarifies how ETAs will be separated when a job abolishment or layoff occurs.

I. Miscellaneous:

The Union shall meet with newly hired ETAs for the purposes of Union orientation.

J. Committee:

A joint labor and management committee consisting of no more than five (5) members on each side shall meet every two months to discuss problems, needs, and successes. Additional meetings may be held by mutual agreement. The Employer shall provide statistical data on current intermittent, temporary and established term appointments usage to the Union. Such data shall be provided to the Union monthly and no less than one (1) calendar week in advance of each scheduled meeting. The Union will be advised if the delivery of such information will be delayed.

**Prior service credit**

- A. An employee who transfers directly from an Ohio County Department of Job & Family Services to the Ohio Department of Job and Family Services will have his/her service time with that county Department of Job and Family Services credited for determining the rate of accrual of vacation leave.
- B. An employee who was hired by the Ohio Department of Job and Family Services after July 1, 1986, 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 Job and Family Services, and then starts employment with the Ohio Department of Job and Family Services, shall be credited with service from that county Department of Job and Family Services for the purpose of determining the rate of accrual of vacation leave.
- C. For the purpose of this Agreement a County Department of Job and Family Services is defined to include the County Public Children Services Agency (PCSA) and County Child Support Enforcement Agency (CSEA) or any division of a county government which now or in the future provides the core services normally provided by PCSA or CSEA regardless of the actual title of that division. This definition applies whether or not such agencies are considered by the commissioners of a particular county to be part of that county's Department of Job and Family Services.
- D. The transferred employee must submit proof of prior services with the Ohio County Department of Job and Family Services to the agency designee no more than thirty (30) days after commencing employment with the Ohio Department of Job and Family Services. 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.

**Franklin County ODJFS Security Officers POST SELECTION<sup>3</sup>**

**ONCE EVERY EIGHTEEN (18) MONTHS THE AGENCY WILL CONDUCT A POST SELECTION FOR SECURITY OFFICER 1'S AND 2'S FOR THE FRANKLIN COUNTY SECURITY OFFICERS. A POST IS DEFINED AS A LOCATION, SHIFT, HOURS AND DAYS OF WORK. THE SELECTION PROCESS SHALL TAKE PLACE NO LATER THAN NINETY (90) DAYS FROM THE RATIFICATION OF THE CONTRACT.**

<sup>3</sup> Gives ODJFS Security Officers agency-specific seniority (with current employees being grand-fathered in) for the purposes of post selection only and requires a post selection canvass every 18 months.

**FOR THE PURPOSES OF THIS POST SELECTION ODJFS AGENCY SENIORITY WILL BE USED. ODJFS AGENCY SENIORITY IS DEFINED AS THE TOTAL AMOUNT OF BARGAINING UNIT TIME THE EMPLOYEE HAS WITH ODJFS. EMPLOYEES WHO ARE EMPLOYED AT ODJFS ON MARCH 1, 2009 WILL HAVE ALL OF THEIR STATE BARGAINING UNIT SENIORITY DESIGNATED AS ODJFS AGENCY SENIORITY FOR THE PURPOSE OF POST SELECTION.**

**MANAGEMENT WILL ISSUE TO THE UNION AND EACH AFFECTED EMPLOYEE A PACKET CONTAINING IDENTIFIED POSTS, EMPLOYEE'S ODJFS AGENCY SENIORITY, AND THE POST SELECTION DATE. EMPLOYEES WILL HAVE SEVEN (7) CALENDAR DAYS FROM THE DATE OF THE NOTIFICATION, TO PRESENT A CHALLENGE OF THEIR ODJFS AGENCY SENIORITY. ODJFS LABOR RELATIONS WILL DETERMINE THE VALIDITY OF ALL CHALLENGES WITHIN SEVEN (7) CALENDAR DAYS. EACH EMPLOYEE SHALL SUBMIT A COMPLETED SELECTION FORM WHICH PRIORITIZES THEIR SELECTIONS OF ALL IDENTIFIED POSTS. ANY EMPLOYEE WHO FAILS TO SUBMIT A SELECTION FORM SHALL HAVE THEIR SELECTION MADE BY THE UNION.**

**ODJFS AGENCY SENIORITY WILL BE USED SOLELY FOR THE PURPOSE OF POST SELECTION AND DOES NOT HAVE ANY OTHER APPLICATION UNDER THIS CONTRACT.**

**MANAGEMENT MAY, DUE TO OPERATIONAL NEED OR MITIGATING CIRCUMSTANCES, REASSIGN A SECURITY OFFICER TO A DIFFERENT POST. IF EXTENUATING CIRCUMSTANCES ARISE THAT REQUIRES THE NEED FOR A PERMANENT POST CHANGE, THE UNION WILL BE NOTIFIED.**

**Security Officer 2s<sup>4</sup>**

<sup>4-5</sup> Housekeeping.

~~ODJFS will canvass all full-time Security Officer 2's in Franklin County, in state seniority order, to determine their individual preference to move to any vacant Security Officer 2 position, in Franklin County, that the agency intends to fill. Backfilling of the resultant vacancy shall be offered in the same manner to all full-time Security Officer 2's headquartered in Franklin County. The resultant vacant Security Officer 2 position, if approved to fill, shall then be posted under the provisions of article 17 of the collective bargaining agreement.~~

**Security Officer 1s<sup>5</sup>**

~~ODJFS will canvass all full-time Security Officer 1's in Franklin County, in state seniority order, to determine their individual preference to move to any vacant full-time Security Officer 1 position, in Franklin County, that the agency intends to fill. Backfilling of the resultant vacancy shall be offered in the same manner to all full-time Security Officer 1's headquartered in Franklin County. The resultant vacancy, if approved to fill, shall be offered, on state seniority basis to all permanent part-time Security Officer 1's headquartered in Franklin County.~~

**Unavailability During Canvass**

If an employee is unavailable for whatever reason at the time of the canvas, a union designee will make a selection on the employee's behalf.

**Promotions & Lateral Movement to Customer Service Representative (CSR) Positions in the Office of Local Office Operations**

In an effort to retain experienced staff and foster positive morale, Article 17 of the collective bargaining agreement shall be modified with the following language:

1. Open Position (Canvass):
  - A. All open CSR positions management intends to fill shall be posted for three (3) working days.
  - B. ODJFS will make every effort to send such postings to all staff in the office of local operations using the agency's statewide email system.
  - C. All bargaining unit employees in the office of local operations shall have an opportunity to apply for the position as long as they have completed their probationary period.
2. Selection:

Among qualified applicants, the opening will be filled in the following order:

  - A. First, by laterally moving the most senior qualified full-time customer service representative (CSR) by geographic district as listed in Appendix J based on qualifications, experience and education (QEE).
  - B. Next, by laterally moving the most senior qualified full-time customer service representative (CSR) statewide based on qualifications, experience and education (QEE).
  - C. All other bargaining unit employees in the office of local operations who bid shall be placed in the same pool regardless of promotion, demotion or lateral classification change. Employees in this pool must pass the CSR assessment to be eligible for selection. Selection will be based on the most qualified applicant, using qualifications, experience and education (QEE).
  - D. Where applicants are substantially equal, seniority shall be the determining factor.

**Unfilled Positions:**

- A. After the three day canvas, if the position remains unfilled, the position will be posted pursuant to Article 17. No CSR will be considered for the posted position unless the CSR was not available or eligible during the first canvas.

**Summer Youth Employment Training Program (SYETP)**

ODJFS and OCSEA mutually support realistic and meaningful work experience opportunities for young people enrolled in formal job training programs. Both parties wish to work together to promote and encourage these opportunities. ODJFS will participate where operationally feasible, youth referred from county youth job training programs, under the terms and conditions of those programs. This agreement is not intended to modify or circumvent any other section of the collective bargaining agreement.

1. SYETP participants must follow all ODJFS policies, including the Standards of Employee Conduct.
2. The use of a SYETP participant may not be used to displace, replace or substitute for a bargaining unit employee.
3. All agreements to employ SYETP participants shall be initiated at the Bureau, Section or Call Center/Processing Center level by the Bureau Chief, Section Chief or Call Center/Processing Center/One Stop Manager and appropriate union steward using the OCSEA Work Program Procedure Form. Agreements shall be forwarded to the Labor Relations Section for review and processing. Upon completion of the review and processing by Labor Relations, the agreement shall be forwarded to OCSEA central office headquarters for final Approval and signature.

**ORAA TRAVEL PILOT**

**OCSEA, ORAA AND LABOR RELATIONS SHALL MEET TO DISCUSS THE EXISTING PILOT PRIOR TO ITS EXPIRATION.<sup>6</sup>**

*<sup>6</sup> Current ORAA travel pilot will be discussed prior to the date it expires.*

**Teleworking**

The following outlines the agreement between OCSEA Local 11, AFSCME, AFL-CIO and the Ohio Department of Job and Family Services in regard to teleworking. Also referred to as telecommuting, flexi-work, and flexi-place, such alternative arrangements allow employees to conduct a portion, or all of their work, away from their primary workplace on a regular, or episodic basis. By entering into this agreement, the parties have jointly committed to utilizing alternative working arrangements with the expectation that it will increase efficiency, productivity, and reduce costs while continuing to promote improved employee morale, flexibility, and job satisfaction.

1. ODJFS shall notify the Union no less than forty-five (45) days prior to the anticipated launch of such an initiative.
2. Following such notice, the parties will immediately take steps to establish a joint labor and management team consisting of equal number of representatives for the express purpose of meeting to discuss project oversight, review, and to afford the Union an opportunity for input.
3. The team shall meet as needed by mutual agreement. Issues of technology, reimbursement, or other changes impacting the telecommuting initiative shall be brought to the joint labor & management team for discussion and review. The Union will have an opportunity to provide input prior to the implementation of changes related to the initiative.
4. The parties recognize that issues related to such initiatives that modify terms and/or conditions of employment must be bargained mid-term.
5. If there are changes to reimbursement levels, the Employer must advise of any changes with no less than sixty (60) days notice.
6. Participation in such initiatives is not an employee right. An employee's participation in such teleworking initiatives is voluntary.
7. The teleworking arrangement under which an employee will perform work shall be clearly set forth in a written agreement developed by the joint teleworking labor and management team. The agreement must be signed by both the employee and their immediate supervisor. The agreement must specify:
  - A. The alternative work site (i.e., work-at-home, telework center, or other)
  - B. Specific hours and days per week to be worked at the alternative work place.
  - C. Pertinent office equipment to be provided and by whom.
  - D. Method of communication to be used between the official duty station and alternative work place, and
  - E. Duties to be performed and methods of evaluation to be employed

8. The employee may opt to terminate teleworking for any reason within fourteen (14) days advance written notice to their immediate supervisor.
9. Management may opt to terminate an employee's participation in a teleworking initiative for good business reason by providing written notice to the employee.
10. The Employer retains the right to reduce, expand, or eliminate the respective teleworking initiative(s) with no less than forty-five (45) days advance notice to the Union. After receiving such notice, the respective joint labor and management teleworking team shall meet as soon as practicable in order to allow the Union the opportunity for input.
11. A teleworking arrangement does not alter the terms and conditions of appointment, including an employee's headquarters county, report-in location, salary, benefits, individual rights, or obligations. All pay, leave, and travel entitlement shall be based on provisions of the collective bargaining agreement and agency policy.
12. There shall be no reduction in reimbursement of associated costs described in the Memorandums of Understanding (MOUs) between the parties regarding the following teleworking initiatives without the Employer first giving sixty (60) days notice:
  - A. The June, 2004 MOU between OCSEA and ODJFS Bureau of State Hearings.
  - B. The January 11, 2005 MOU Unemployment Compensation, Bureau of U. C. Tax, Compliance Section.

#### **GUIDELINES FOR COMMITTEES/COST OF MEETINGS**

**OCSEA AND MANAGEMENT SHALL MUTUALLY AGREE TO MEET AS NEEDED FOR MEETINGS OF THE JOINT BUDGET COMMITTEE AND CONTRACTING OUT COMMITTEE AND ANY OTHER COMMITTEES ESTABLISHED OUTSIDE OF THE STATEWIDE LABOR MANAGEMENT COMMITTEE. ARTICLE 3.03 WILL APPLY REGARDING RELEASE TIME.<sup>7</sup>**

**WHENEVER POSSIBLE, OCSEA AND MANAGEMENT SHALL MUTUALLY AGREE, IN ORDER TO REDUCE THE COST OF DOING BUSINESS, TO UTILIZE AVAILABLE TECHNOLOGY OPTIONS (E.G., TELECONFERENCING, VIDEOCONFERENCING) TO CONDUCT MEETINGS AND NORMAL BUSINESS COVERED UNDER THE CONTRACT. THE PARTIES WILL REMAIN OPEN TO MEETING IN PERSON WHERE IT IS AGREED THAT THIS OPTION WOULD BE MOST BENEFICIAL.<sup>8</sup>**

**BOTH PARTIES AGREE TO BROADEN INDIVIDUAL REPRESENTATION ON COMMITTEES AND AT MEETINGS TO INCREASE THE OPPORTUNITY OF PARTICIPATION FOR OTHER SUBJECT MATTER EXPERTS.<sup>9</sup>**

#### **GEOGRAPHIC JURISDICTIONS<sup>10</sup>**

**IN THE EVENT IT BECOMES NECESSARY TO REDEFINE DISTRICTS, THE APPROPRIATE FORUM FOR THIS DISCUSSION SHALL BE THE ODJFS STATEWIDE LABOR MANAGEMENT COMMITTEE.**

#### **COMPETENCY BASED TALENT MANAGEMENT SYSTEMS<sup>11</sup>**

**ODJFS AND OCSEA HAVE A MUTUAL COMMITMENT TO A HIGH PERFORMANCE WORKPLACE SUPPORTED BY A COMPETENCY BASED TALENT MANAGEMENT SYSTEM. THE APPROPRIATE FORUM FOR THIS DISCUSSION SHALL BE THE ODJFS LABOR MANAGEMENT COMMITTEE.**

#### **LOTTERY COMMISSION<sup>1</sup>**

- A. Lottery Sales Representative 1 and Lottery Sales Representative 2 shall be subject to random drug testing and will be covered under Appendix M of the Collective Bargaining Agreement effective July 1, 2002. Beginning January 11, 2001, all terms of the OCSEA Collective Bargaining Agreement will apply to these employees with the following exceptions:
  1. Lottery Sales Representatives shall be compensated at their base rate of pay for all time after reaching their first assignment, excluding meal periods, until arriving at their residence; however, it does not apply when the first and / or last assignment of the day is their regional office. This rule applies to travel outside the sales district.
  2. In the Lottery Commission, when overtime relates to an event involving a Licensed Sales Agent, the overtime shall be offered first to the agent's regular Sales Representative, except when that Sales Representative is not available. If the regular Sales Representative is not available, overtime shall be offered based on seniority among those Sales Representatives who normally perform that work. Geographical assignment shall be a consideration in determining the distribution of overtime.
  3. All employees shall have their state seniority credits counted pursuant to OCSEA's Collective Bargaining Agreement with no loss in their current state seniority credit.
- B. The Employer may issue gender-appropriate apparel to employees for work purposes without further obligation for cleaning and repair. If the apparel is no longer in good repair, the Employer shall decide whether to replace or withdraw the apparel.
 

A joint committee will be established by OCSEA and the Lottery to study field apparel issues, such as but not limited to damage to issued items; number, size and style of items; and appearance requirements. This committee will make recommendations to the Director of the Lottery on these and other field apparel issues.
- C. For Sales Representative 2 vacancies that the Employer intends to fill by promotion, the applications will be divided as follows:
  1. All employees in the regional office who possess and are proficient in the minimum qualifications contained in the classification specification and the position description.
  2. All other employees of the agency.
  3. All other employees of the State.

Employees bidding under section 2 and 3 shall have no right to grieve non-selection, otherwise, the provisions of Article 17.05 on selection will apply.
- D. When a vacancy is posted for Sales Representative 1 or 2, the Employer may accept a request for a lateral transfer before a promotion from any employee in the same classification from any Lottery facility statewide.
- E. A joint committee will be established by OCSEA and the Lottery to study the weight limits and ergonomics involved in performing Sales Representative duties. This committee will make recommendations to the Director

<sup>7</sup> Requires that the Joint Budget and the Contracting Out labor/management committees remain in place.

<sup>8</sup> Encourages the use of communication technology for meetings and grievance hearings.

<sup>9</sup> Ensures that labor/management committees have representatives distributed more evenly from different offices and divisions.

<sup>10</sup> Statewide labor/management committee will discuss internal agency division geographic areas and internal operational program geographic designations if necessary.

<sup>11</sup> Defines competency-based talent management systems as an appropriate topic for statewide labor/management committee discussion.

<sup>1</sup> No change.

of the Lottery regarding the appropriateness of the changes in the classification specification and position description.

## DEPARTMENT OF MENTAL HEALTH

### Section I: Community Support Network (C.S.N.)

#### A. Transportation Reimbursement

The Department of Mental Health agrees to reimburse employees in Community Support Network (C.S.N.) 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:

1. That he/she is normally required to transport clients/consumers in the course of their duties;
2. That there is no access to or available state vehicles;
3. That public transportation can not be used;
4. That their insurance company requires a special rider on their existing automobile policy;
5. Proof that such a rider has been purchased;
6. 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 seventy-five dollars (\$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, 2000 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.

#### B. C.S.N. Problem Solving Group

Issues specific to C.S.N., which cannot be resolved by local labor/management committees, may be brought to the statewide C.S.N. Problem Solving Group for discussion within **SIXTY (60)** days.

#### C. Training

Training and orientation will be provided to any new employee in a CSN Program. The employee could be new to the program as a result of an internal fill through the bid process or as a new hire, or through the displacement process. The orientation will be provided to the new employee prior to assuming the duties of the program. The training will be provided as soon as there are a sufficient number of new CSN employees to comprise a class. Management will determine what is a sufficient number. Employees may not displace employees, be recalled or re-employed or promote into positions in childcare programs unless within the last five (5) years they have either completed relevant training and/or course work pertaining to emotionally disturbed children and adolescent topics and/or significant experience working directly with emotionally disturbed children and adolescents as defined by the applicable regulator agencies.

#### D. 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.

#### E. Evaluation Period

All employees that go into direct care positions in non-residential C.S.N. program(s) will serve an evaluation period of **ONE HUNDRED EIGHTY (180)** calendar days irrespective of classification and C.S.N. program.

#### F. Re-entry from C.S.N.

Within the **ONE HUNDRED EIGHTY (180)**-calendar day evaluation period, the employee or the Employer may re-enter or be returned to the hospital from C.S.N. program(s). After the evaluation period, employees will not have the right to re-enter the hospital. Further, existing employees who are currently in C.S.N. programs and were once covered by re-entry agreements will no longer have the right to re-enter the hospital.

Employees in C.S.N. 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 C.S.N. to the hospital outside of the evaluation period, it must show just cause that the employee can not perform the duties of that position.

Prior to the re-entry of an employee back into the hospital, a meeting shall be held to discuss with the employee and the union, the reason(s) for the re-entry and other alternatives to re-entry. If discipline is contemplated with the re-entry, the Pre-disciplinary meeting will serve as the meeting to discuss re-entry (excluding any allegations of patient abuse). If discipline is not contemplated, then a separate meeting will be held for discussion of reasons and the Employer must show just cause. In the event just cause is not substantiated then the employee is to remain at his/her current C.S.N. position unless there is mutual agreement to re-entry. If the request for re-entry is initiated by another party other than the Ohio Department of Mental Health, then the Department will make every effort to have the initiating party to attend the meeting to discuss the re-entry. The reentry of an employee from C.S.N. to the hospital is not a disciplinary action.

#### 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 Community Support Network (C.S.N.) Programs provided that the new programs do not supplant locally provided community services and subject to locally planned and managed systems of care.

**G. Bumping<sup>1</sup>**

Employees in the Department of Mental Health have the right to bump in accordance with Article 18 of the collective bargaining agreement. However, employees shall not be permitted to bump into occupied positions in **CSP and ASSERTIVE COMMUNITY TREATMENT TEAM (ACT)** teams (non-residential) in CSN Programs. The affected hospital and/or **COMMUNITY SERVICES NETWORK (CSN)** will canvass employees pursuant to Section 18.04 following a layoff or abolishment.

<sup>1</sup> Expands bumping options for TPWs into CSP positions.

**H. C.S.N. Schedule Changes**

The present practice of flextime scheduling shall continue and will be an appropriate topic for Labor/Management meetings.

**I. Holiday Observance**

All employees that work in Community Support Network (C.S.N.) may have the observance of any of the following holidays changed based on the observance by another Mental Health Board, Agency, or another entity. The holidays are:

1. Presidents' Day
2. Columbus Day
3. Veterans Day

These employees will still maintain the same number of holidays in the collective bargaining agreement, however they may be observed on alternative days. The alternative dates shall be determined in advance and employees shall have prior notice. The observance of these alternative days shall be an appropriate topic for the hospital labor/management committee.

If another alternative holiday observance is requested, the local Chapter President or designee will be notified as soon as possible. This request is an appropriate topic for local labor/management. The alternative observance shall be by mutual agreement.

**J. C.S.N. Report-In/Work Location Closure and/or Local Weather Emergency**

Due to numerous unforeseen as well as foreseen reasons, an individual C.S.N. program site may be closed. If a work location closure or local weather emergency occurs, the following are options that both Management and the C.S.N. employee may jointly agree to use. These options are spelled out and listed below so that when such situation occurs, there will be some level of predictability. All of these options will be made available and must have prior approval by the program supervisor.

Options:

1. The employee may take appropriate leave for the day.
2. If appropriate to the program, the employee may reschedule the day for another day during that week only.
3. The employee may report to an alternative site that is approved by their supervisor. They must call in and notify the supervisor of the alternative site option. They may then perform C.S.N. related work such as Contact Logs and phone contacts to clients. The employee may use a combination of work at an alternative site and leave time to fill the day's schedule.
4. The employee may report to an alternative site and perform duties that they are qualified to perform on a unit. This also must be approved in advance by the C.S.N. supervisors and the alternative site administrator.
5. Any other arrangement that can be mutually agreed to locally as long as it does not violate the collective bargaining agreement, ODMH policy, and/or State or Federal law.

If any of these options are used, the goal is to facilitate the least disruptions of the program as well as maintaining services to the client as prescribed by the individual C.S.N. program. Accountability must be built in to any one of the options that are utilized. If one of the options are approved but later become problematic, the C.S.N. supervisor shall notify the employee as soon as possible identifying that option as no longer available.

Each C.S.N. supervisor shall meet and discuss these options as soon as possible so that employee will understand the options available to them. Each C.S.N. program option(s) will be reduced to writing. Any problems will be taken to the Agency C.S.N. problem-solving group.

**Section II**

**A. Established-Term Appointments (E.T.A.)**

The Ohio Department of Mental Health and the Ohio Civil Service Employees Association agree at all locations to the use of the established-term appointment type. The Employer and Union will agree to discuss at a local Labor/Management meeting, the appropriate use/numbers for the creation of E.T.A. positions.

**1. Length of Appointment:**

An employee with this appointment type will have a length of appointment not to exceed **TEN (10)** months consecutively. At any time during the appointment period the appointment may be canceled by Personnel Action with notification to the Chapter President.

If this appointment type needs to be extended beyond the **TEN (10)** month period for any one individual, then Management and the Chapter President will agree to discuss the extension. This employee will have first consideration to be extended based on operational need.

If there is no mutually agreed to extension, an employee shall not be re-appointed to this appointment type without at least a **THIRTY (30)**-day break period.

**2. Schedule:**

The Employee holding this appointment type may/may not have a fixed schedule. The schedule may/may not be irregular from week to week. The Employer agrees not to use this appointment type to avoid filling permanent full-time positions. This Employee shall be used to supplement the work force and not erode permanent positions the bargaining unit\* in the following manner:

- a.) to fill in for employees on any form of approved leave to include but not limited to sick leave, personal, vacation, compensatory time, bereavement, disability, workers compensation, occupational injury, approved union leave, administrative leave, educational leave i.e., Work Force Development and the Family and Medical Leave Act.
- b.) staffing for holidays where regular staff have requested the day off.
- c.) staffing for mandated or other training
- d.) to assist in preparation for JCAHO, HCFA, other surveys, or short-term acuity/clinical needs. E.T.A.s can not be used in place of overtime to work a 1:1 assignment until after the third day.
- e.) to avoid the use of mandatory overtime
- f.) to staff operational emergencies. The local union chapter president/designee would be notified of such operational emergency.
- g.) Each hospital site may schedule up to **FIFTEEN (15)** E.T.A.s per day as additional staff in the Therapeutic Program Worker (T.P.W.) and Psychiatric Attendant (P.A.T.) classifications. The Employer agrees that the total number of E.T.A.s working in the T.P.W./P.A.T. classification on any given day will not exceed the number of permanent employees on approved leave by more than fifteen (15).
- h.) E.T.A.s working a forty (40) hour schedule shall be mandated prior to permanent staff. The decision of which E.T.A. is mandated shall not be grievable.

\*Data pertaining to the use of E.T.A.s and the number of bargaining unit positions will be made available to the Union upon written request. These requests will be honored within three (3) working days.

**3. Classifications:**

Any current classification now covered under the collective bargaining agreement is eligible to be placed in this appointment type. The Employer and Union agree to discuss at a local Labor/Management meeting, the appropriate use/numbers for the creation of E.T.A. positions in classifications other than T.P.W.s and P.A.T.s. If a Labor/Management meeting is not scheduled, then the Chapter President will be notified in writing. If a new classification is included in this bargaining unit, it would be added to the eligible list of classifications in this appointment type.

**4. Rights:**

During the appointment period, Employees in this appointment type have the rights as other bargaining unit employees except as specifically enumerated below:

- a) Employees in this appointment type would not be entitled to step increases.
- b) Employees in this appointment type may bid on any posted vacancy pursuant to Article 17.04 #4.
- c) An employee holding this appointment type who becomes a permanent employee in the same classification, will be credited with their time served, but no more than one-half of the length of the probationary period for that classification.
- d) Employees in this appointment type will not accrue seniority credits; however, time worked in this appointment type shall be counted as bargaining unit seniority in accordance with Article 16 if the employee becomes a permanent employee.
- e) An employee in this appointment type would be a member of the bargaining unit for the period of the appointment only.
- f) In the event of a layoff or in order to avoid a layoff, appointments of this type may be terminated prior to the end of the appointment period. Additionally, employees in these appointments will be terminated before any full or part time permanent employee in the same classification is laid off. Employees in this appointment type will not have recall rights per Article 18.
- g) Employees in this appointment type have restricted rights under Article 13. Specifically, they do not have a right to a fixed schedule, established number of minimum or maximum hours of work, or guaranteed number of weekend days off. However, when possible and if known, the Department will attempt to identify the days that an E.T.A. will work based on the known requested scheduled days off of other employees. These employees do not have a right to any shift, work location, days off or week end selection. Additionally, they do not have the protections regarding reassignments and will be reassigned according to operational need. They do not have the right to grieve if not offered overtime and are not eligible for call-back, report-back pay, report pay, stand-by pay, or Emergency Leave.
- h) Employees in this appointment type do not have the right to any pay supplements including but not limited to shift differential or hazard duty.
- i) Employees in this appointment type will not receive holiday pay or premium pay for work on a holiday unless they have been assigned a full-time schedule and/or work at least **THIRTY TWO (32)** hours (excluding the actual holiday) during the week that includes a holiday, and must work the scheduled day before and the scheduled day following the holiday.
- j) Employees in this appointment type are not eligible to receive any paid leave provided in Article 30; except that if the employee is scheduled to work forty (40) hours they may receive bereavement leave for the death of spouse, parent or child.
- k) Employees in this appointment type are not eligible to access workforce development funds pursuant to Article 37, unless or until they have worked 960 hours in the appointment period.

**5. Posting:**

E.T.A. positions will be posted as other vacant positions.

**B. Work Area Openings**

Work Area Openings in the Department of Mental Health will be posted for seven (7) calendar days.

**C. Work Area Overages/Permanent Reassignments in the Department of Mental Health**

Work area overage/permanent reassignment from an employee's defined work area may be made for good management business reasons. These reasons include:

- a) staffing overages on a particular shift;
- b) for the clinical benefit of a client or patient.

Prior to any reassignment, Management will meet with the Union Chapter President to discuss the reason(s) for the reassignment.

**1. Staffing Overages**

In the case of staffing overages on a particular shift, Management will declare which shift(s) have an overage and which shift(s) is/are the area of need. Management will canvass all employees in the appropriate classification(s) for volunteers to move to the shift(s) of need. If more than one employee volunteers, the selection will go to the most senior volunteer. If no employee volunteers, Management will unilaterally reassign the least senior employee(s) on the shift(s) identified above.

Once that reassignment has been made, a work area canvass or pick-a-post will be performed on the shift(s) from which the reassignments were made.

In the case of a volunteer moving from one shift to the area of need, a work area canvass or pick-a-post will be also be performed on the shift(s) from which the volunteer(s) came.

Management can only identify an overage no more than twice in a calendar year unless mutually agreed to by the local Chapter President and Management.

**2. Clinical Benefit of a Patient or Client**

In the case of reassignment for the clinical benefit of a patient or client, Management will notify the local Chapter President of the need for the reassignment. The permanent reassignment of an employee under this section must be done only by mutual agreement between the local Chapter President and Management. If there is no mutual agreement to permanently reassign, the issue will be forwarded immediately to the chairpersons of the Statewide Labor Management Committee. A meeting will be held as soon as possible, but in no case no more than **TEN (10)** work days. The parties may mutually agree to extend the time. A meeting will be held with the following representatives or their designees in attendance: For the Union; the chairperson of the Statewide Labor Management Committee, the Operations Director and one representative from the local chapter; for Management, the chairperson of the Statewide Labor Management Committee, the regional Human Resource representative, and a local representative from nursing. There must be mutual agreement between Management and the Union for the permanent reassignment.

**D. Team-Scheduling**

The team-scheduling program being implemented at the time of this Agreement will continue as long as both parties agree to participate in the program. Any disputes over the implementation of the team-scheduling program that cannot be resolved at the local level will be referred to the Statewide Labor Management Sub-Committee (IBB) for resolution. The Statewide Labor Management Sub-Committee (IBB) will include a representative from IBHS Leadership. For any reason, if the parties cannot mutually agree, the moving party will give the chair of the Statewide Labor Management Sub-Committee (IBB) a sixty (60) day written notice if its intent to discontinue the program at the local level. During the sixty (60) day period the parties will meet and attempt to resolve the issues.

**E. Pre-Posted Overtime**

The pre-posted overtime program being implemented at the time of this Agreement will continue as long as both parties agree to participate in the program. Any disputes over the implementation of the pre-posted overtime program that cannot be resolved at the local level will be referred to the Statewide Labor Management Sub-Committee (IBB, including a representative from IBHS Leadership) for resolution. For any reason, if the parties cannot mutually agree, the moving party will give the chair of the Statewide Labor Management Sub-Committee (IBB) a sixty (60) day written notice if its intent to discontinue the program at the local level. During this sixty (60) day period the parties will meet and attempt to resolve the issues.

**F. Mandatory Overtime:**

Where circumstances permit, no employee shall be mandated more than one time in a seven day period.

**G. Holiday Canvass:**

Prior to posting the schedule for a period that includes a holiday(s), the employees will be canvassed to determine who wants to observe or work on the holiday(s). If a sufficient number of employees do not volunteer to observe or work the holiday(s), employees will be scheduled to work or observe the holiday on the basis of seniority. E.T.A.s shall be used to accommodate employees' requests to observe the holiday, when scheduling permits. By mutual agreement, the parties may develop alternative holiday procedures at the local level. The parties agree that this process may be affected by the implementation of self-scheduling.

**H. Vacation Canvass (Pic-A-Vac):**

The vacation canvass process being implemented at the time of this Agreement will continue. Any disputes over the implementation of the vacation canvass process that cannot be resolved at the local level will be referred to the Labor/Management Sub-Committee (IBB) for resolution.

**I. Unit 4 - Overtime**

The parties agree to negotiate overtime provisions if changes to Appendix P necessitate such discussion.

**J. Therapeutic Program Worker (T.P.W.) Training EDUCATIONAL SUPPLEMENT<sup>2</sup>**

The Employer will explore the creation of a TPW 2 classification for employees who complete all six modules of the T.P.W. training curriculum "Mental Health Care and Recovery." **THE PARTIES MUTUALLY AGREE TO THE CREATION OF AN EDUCATIONAL SUPPLEMENT FOR ELIGIBLE ODMH EMPLOYEES CLASSIFIED AS THERAPEUTIC PROGRAM WORKERS (TPW). THE AMOUNT OF THE SUPPLEMENT WILL BE AT THE SOLE DISCRETION OF THE ODMH UP TO A MAXIMUM OF 4% OF THE HOURLY RATE OF THE FIRST STEP IN THE PAY RANGE (APPENDIX L – PAY RANGES). ALL EMPLOYEES COMPLETING THE TRAINING WILL RECEIVE AN EQUAL SUPPLEMENT. THE EMPLOYEE MUST HAVE COMPLETED AN INITIAL PROBATIONARY PERIOD AS A TPW. THE EMPLOYEE (TPW) MUST HAVE COMPLETED ALL PRESCRIBED COURSE WORK AS**

<sup>2</sup> All TPWs that complete the TPW curriculum will receive an education supplement up to a maximum of 4 percent at the sole discretion of ODMH.

IDENTIFIED BY THE STATEWIDE ODMH/OCSEA WORKFORCE DEVELOPMENT STEERING COMMITTEE - TPW CURRICULUM PROGRAM. THE SUPPLEMENT WILL BE AWARDED TO NEW, ELIGIBLE EMPLOYEES NO MORE THAN SEMI ANNUALLY PAY PERIODS THAT INCLUDE JANUARY 1ST AND JULY 1ST. THE ODMH RESERVES THE RIGHT TO ANNUALLY REVIEW THE STATUS, EFFECTIVENESS OF THE PROGRAM, AND ECONOMIC ABILITY OF THE DEPARTMENT TO CONTINUE THE SUPPLEMENTAL PAYMENT.

**K. INITIAL PROBATIONARY PERIODS<sup>3</sup>**

THE THERAPEUTIC PROGRAM WORKER(S) AND PSYCHIATRIC ATTENDANT(S) WILL SERVE AN INITIAL PROBATIONARY PERIOD OF ONE-HUNDRED EIGHTY (180) DAYS. WITH MUTUAL AGREEMENT THE EMPLOYER MAY EXTEND THE PROBATIONARY PERIOD NOT TO EXCEED SIXTY (60) DAYS. EMPLOYEES SHALL BE ELIGIBLE FOR A STEP INCREASE IN THE PAY PERIOD FOLLOWING THE SUCCESSFUL COMPLETION OF ONE HUNDRED TWENTY (120) DAYS OF THE PROBATIONARY PERIOD.

<sup>3</sup> Increases the initial probationary period from 120 days to 180 days.

**L. THE ABSENCE MANAGEMENT INITIATIVE COMMITTEE<sup>4</sup>**

THE PARTIES AGREE TO FORM A JOINT COMMITTEE TO EXPLORE AN ABSENCE MANAGEMENT INITIATIVE, WHICH WILL INCLUDE THE DISCUSSION OF GRANTING ADDITIONAL WEEKENDS OFF.

<sup>4</sup> Creates a labor/management committee to examine extending the number of weekends off.

**OHIO DEPARTMENT OF MENTAL RETARDATION  
AND DEVELOPMENTAL DISABILITIES**

**Alternative Work Area Assignments**

Management may reassign an employee from their defined work area for sound management reasons. The employee will first be reassigned in accordance with the provisions of Section 13.05. Management will then discuss the reassignment with the local union to reach mutual agreement on the permanent reassignments. If agreement cannot be reached at the local level, the issue will be referred to the statewide Labor/Management Committee for resolution. If resolution cannot be reached within sixty (60) days, the parties agree to extend the time of the temporary reassignment until such time as resolution is reached.

Management may also reassign employees where staff overages/shortages exist. Prior to the reassignment being made, the Employer will canvass for volunteers. If there are no volunteers, the least senior employee(s) may be reassigned from the area or shift most able to provide the coverage.

**Filling Work Area Openings**

Work area openings shall be filled in accordance with Appendix N (c); however, postings shall be for a period of at least five (5) calendar days. This language shall not preclude the parties' from developing alternative methods of filling work area openings at the facility level.

**Calling Overtime**

Employees who wish to be called for overtime shall have a working telephone and provide their phone number to their supervisor.

**STATEWIDE LABOR/MANAGEMENT COMMITTEE**

THE ODMRDD STATEWIDE COMMITTEE SHALL MEET AT LEAST ONCE A QUARTER. THE PARTIES MAY MUTUALLY AGREE TO MEET MORE OR LESS FREQUENTLY. THE COMMITTEE SHALL ADAPT A CURRICULUM AND AN ONGOING TRAINING COMMITMENT IN ACCORDANCE WITH REGULATORY STANDARDS TO PROVIDE STAFF WITH SKILLSETS TO ADDRESS HIGHLY AGGRESSIVE BEHAVIORS. THE RESPONSIBILITY OF THIS SUBCOMMITTEE SHALL REPORT TO THE STATEWIDE LABOR MANAGEMENT ON THE PROGRESS OF THE SUBCOMMITTEE. THE MAKEUP OF THE COMMITTEE SHALL CONSIST OF A MINIMUM OF THREE (3) MEMBERS OF MANAGEMENT AND THREE (3) MEMBERS OF LABOR. AN ANNUAL REPORT SHALL BE ISSUED SUMMARIZING THE BEST PRACTICES AND DISTRIBUTED TO EACH INSTITUTION AND OCSEA. STATEWIDE COMMITTEE WILL JOINTLY EVALUATE THE SUBCOMMITTEE FOR PROGRESS AND EFFECTIVENESS.<sup>1</sup>

<sup>1</sup> Establishes a statewide labor/management committee to address the problem of inadequate staff training to deal with highly aggressive individuals.

**DEPARTMENT OF NATURAL RESOURCES**

**A. Established Term Regular Hours Employees**

These employees have a limited duration of work (usually more than 14 weeks) **WITHIN THE FISCAL YEAR<sup>1</sup>** dependent upon the needs of the department. These employees work a standard forty (40) hour week. They usually have starting and ending dates based on the previous seasons work, with flexibility to extend or reduce the time up to four (4) weeks, if weather or other conditions dictate.

<sup>1</sup> Clarifies that the limited duration of ETR work is calculated within the state fiscal year.

**B. Established Term Irregular Hours Employees**

These employees are employed in conditions similar to Established Term Regular Hours Employees, except they usually do not work a standard forty (40) hour work week and instead are provided an identified number of hours each fiscal year in excess of 720 hours in Parks and Recreation and 1000 hours in all other Divisions/Offices of the Department.

The following outlines the agreement between OCSEA, AFSCME, Local 11, AFL-CIO and State of Ohio in regard to the above groups:

1. Established Term Regular and Established Term Irregular Hours employees are included in the bargaining unit.
2. Established Term employees shall be notified at least thirty (30) days in advance of their appointments/interruptions by letter which states an identified length of employment.
3. Established Term employees shall be appointed from a recall list by classification and work facility that list 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. Established Term employees shall be entitled to all rights and benefits of the contract except as specified in this document.

5. Established Term Irregular Hours employees will have leave accrual prorated in the same manner as part-time permanent employees.
6. All Established Term employees will be offered health insurance, but the employer contribution will cease with the employees interruption/termination date.
7. If the Department, because of lack of money, finds it necessary to shorten the length of employment of Established 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 Established Term employees shall be laid off prior to permanent employees. End of an identified employment period (as noted in the appointment/interruption) is not a layoff.

C. Other Seasonal Non-Bargaining Unit Employees

Limited duration non-bargaining unit employees working in the Division of Parks and Recreation cannot exceed 720 hours worked in a fiscal year. All other limited duration non-bargaining unit employees of ODNR cannot exceed 1000 hours worked in a fiscal year.

**ODNR Natural Resource Workers (NRW)**

A. The operation of the NRW position shall be like existing ODNR established term employees and shall include the following.

1. The NRW position will include an assignment that is of a duration of at least 720 hours per fiscal year in the Division of Parks and Recreation and of at least 1000 hours in other divisions per fiscal year. Such positions can be created by converting Natural Resource Aide (NRA) and Natural Resource Specialist (NRS) assignments which have the potential to exceed the 720/1000 hour duration in a fiscal year. The position is seasonal in nature and does not function year round. The hours of each position can vary from year to year depending upon weather and/or operational needs. NRW interruptions must last a minimum of two (2) consecutive pay periods. The topic of NRW's cascading within a work area to avoid filling FT positions will be an appropriate topic of labor/management.
2. The pay range for the NRW will be the pay range shown in Table A and shall increase at the same rate and times pursuant to the collective bargaining agreement.

Effective with the pay period that includes July 1, of the following years:<sup>2</sup>

<sup>2</sup> This pay table will be updated for 2009-2012 to reflect pay rates per Article 36.

**Table A**

Pay Range		Step 1	Step 2	Step 3	Step 4	Step 5
2006	Hourly	8.42	8.71	9.00	9.32	9.69
	Annual	17,514	18,117	18,720	19,386	20,155
2007	Hourly	8.71	9.01	9.32	9.65	10.03
	Annual	18,117	18,741	19,386	20,072	20,862
2008	Hourly	9.01	9.33	9.65	9.99	10.38
	Annual	18,741	19,406	20,072	20,779	21,590

(\*The NRW pay tables will be updated to reflect bargaining unit increases as per Article 36. Pay table will also reflect the deletion of Step 1 and the addition of a new Step 5 at 4%.)

3. The NRW is an established term (fixed term) position and shall be entitled to all the rights and benefits of the contract, (examples include seniority credits, accruals and use of leaves, health and safety provisions and grievance rights) except as specified in the section.
4. **A NATURAL RESOURCE AIDE (NRA) OR NATURAL RESOURCE SPECIALIST (NRS) THAT IS CONVERTED/SELECTED FOR A NRW POSITION IS CONSIDERED A "NEW HIRE". PURSUANT TO THE PROBATIONARY LANGUAGE IN ARTICLE 6 OF THE OCSEA CONTRACT, ANY EMPLOYEE APPOINTED TO THE NRW CLASSIFICATION SHALL SERVE A ONE HUNDRED TWENTY (120) DAY PROBATIONARY PERIOD.**<sup>3</sup>
5. **MANAGEMENT SHALL ASSIGN NRWS TO A SPECIFIC WORK AREA BASED UPON THE NEEDS OF THE DIVISION. EXAMPLES OF "WORK AREA" INCLUDE, BUT ARE NOT LIMITED TO, THE FOLLOWING: MAINTENANCE, CLERICAL, CUSTODIAL, CAMPGROUND, RETAIL, WASTE WATER/TREATMENT PLANT, FISH HATCHERIES, WILDLIFE AREAS, FISH WORK UNITS AND THE CALL CENTER. IN THE DIVISION OF PARKS AND RECREATION, MANAGEMENT MAY DETERMINE THE WORK AREA SPECIFIC TO A PARK OR THE REGIONAL PARK UNIT (RPU).**<sup>4</sup>
6. **IF A NRW IS AFFECTED THROUGH A JOB ABOLISHMENT/LAYOFF, THE AFFECTED NRW SHALL DISPLACE THE LEAST SENIOR NRW PURSUANT TO ARTICLE 18.04 AS LONG AS THE AFFECTED EMPLOYEE POSSESSES THE REQUISITE SKILLS/ABILITIES TO PERFORM THE NRW DUTIES REQUIRED OF THE OTHER WORK AREA (EMPLOYEES ELECTING TO EXERCISE THEIR DISPLACEMENT RIGHTS WITHIN THE RPU SHALL BE LIMITED TO ONLY THOSE PARKS LOCATED WITHIN THE APPROPRIATE GEOGRAPHIC JURISDICTION-SEE APPENDIX J).**<sup>5</sup> **IF THE AFFECTED NRW DOES NOT POSSESS THE REQUISITE SKILLS/ABILITIES OF THE LEAST SENIOR NRW, DISCUSSIONS REGARDING ALTERNATIVE PLACEMENT OPTIONS IN ACCORDANCE WITH ARTICLE 18.14 SHALL OCCUR. IF THE AFFECTED NRW CANNOT DISPLACE IN THE AFOREMENTIONED MANNER, THE EMPLOYEE SHALL FOLLOW THE SAME PROCESS IN THE GEOGRAPHIC JURISDICTION PURSUANT TO ARTICLE 18.05.**<sup>6</sup>
7. **WHEN RECALLING A NRW FROM SEASONAL INTERRUPTION, THE RESPECTIVE DIVISION SHALL RECALL THE NRW TO THE ASSIGNED WORK AREA BASED UPON SENIORITY.**<sup>7</sup>

<sup>3</sup> NRA or NRS employees who are converted are considered "new hires" and subject to a 120-day probationary period.

<sup>4</sup> NRW's shall be assigned to a specific work area. In Parks, that work area may be a park or a RPU.

<sup>5</sup> NRW's impacted by layoff or abolishment must displace the least senior employee so long as they possess the requisite skills/abilities to do that work. Those exercising rights within the RPUs are limited to parks located within the appropriate geographic district as listed in Appendix J.

<sup>6</sup> NRW's impacted by layoff or abolishment must displace the least senior employee so long as they possess the requisite skills/abilities to perform the NRW duties required of the other work area.

<sup>7</sup> NRW's returning from seasonal interruption will be recalled based upon seniority.

- B. No existing bargaining unit position will be reduced or replaced by the creation or placement of an NRW position or limited duration, non-bargaining unit positions. This does not preclude ODNR from adjusting hours for other operational reasons. Where work is performed by NRA/NRS and NRW positions in a work area and ODNR wishes to reduce persons performing such work then the NRA/NRS will be interrupted/terminated first, based on operational considerations ODNR will make a reasonable effort to interrupt/terminate NRA/NRS in a work area before NRWs and utilize NRWs to perform needed work provided they are qualified and/or experienced as available for the duty assignment.
- C. When a division/office intends to convert an existing NRA/NRS assignment to an NRW, the following process shall apply:
1. When the ODNR labor relations section receives a division/office request to convert NRA/NRS assignment the request will be forwarded to the ODNR assembly president ten (10) working days prior to the conversion date. This request shall include the name of the person(s) proposed, PCN(S), employee history on computer (EHOC), the expected work area and assignment, projected number of hours, position description (PD), and Table of Organization (TO).
  2. The OCSEA/ODNR Assembly President shall have ten (10) business days from the date of the receipt to concur or reject. All proposed conversions shall be submitted to the Union for concurrence. A diligent effort will be made to resolve any outstanding problems with the ODNR labor relations section before any disputed positions are offered or filed.
  3. In the event that a vacant NRW position currently exists on the TO and the Union does not concur with a request to convert or no conversion is readily available to fill the job needs required, the division/office will have the option to post the position pursuant to the labor agreement. If the NRW position is posted, it shall be considered entry level and filled accordingly, except that NRA/NRS from the division/office requesting the posting, may be given first consideration to the posted NRW position. Such designation for consideration must be clearly delineated in the posting.
  4. When an NRA/NRS exceeds the 720/1000 hour threshold for a fiscal year, the division/office through the ODNR labor relations section shall notify the Union and request conversion of the position that has exceeded the hour threshold. If the Union notifies the Department of position(s) that have verifiably exceeded the threshold, the Department will take the necessary steps to convert the position(s) in an expeditious manner.
- D. Filling Current NRW Vacancies:
1. When a Division/Office posts a NRW vacancy a copy of the posting will be forwarded to the ODNR Assembly President and OCSEA Central Office.
  2. The posted NRW position shall be considered entry level and filled accordingly, except that NRA/NRS from the Division/Office requesting the posting, may be given first consideration to the posted NRW position.
- E. Creating New NRW Positions:
1. When a Division/Office requests to post a new NRW position the request to post will be forwarded to the ODNR Assembly President and OCSEA Central Office. This request to post shall include PCN, PD, and TO.
  2. The posted NRW position shall be considered entry level and filled accordingly, except that NRA/NRS from the Division/Office requesting the posting, may be given first consideration to the posted NRW position.
  3. In the event the Union objects to the creation of the NRW position, the ODNR Assembly President shall notify ODNR Labor Relations of such objection and discussion regarding the creation of this position will be immediately referred to the NRW Committee.
- F. ODNR agrees to limit the number of hours that can be assigned to NRA and NRS employees to 339,000 hours for the Division of Parks and Recreation in a fiscal year. In the event this section is not complied with, the Union's remedy through the grievance procedure may include the allocation of excess hours to affected bargaining unit members.
- G. ODNR agrees to limit the hours that can be assigned to NRA and NRS, up to 111,000 hours for the remainder of ODNR excluding the Division of Parks and Recreation in a fiscal year. In the event this section is not complied with, the Union's remedy through the grievance procedure may include the allocation of excess hours to affected bargaining unit members.
- H. ODNR agrees to provide OCSEA employee rosters that will assist the parties in the continued monitoring of this agreement. On a monthly basis ODNR will provide reports on NRA/NRS and NRW positions. On a quarterly basis ODNR will provide reports on limited duration part-time and other less than full-time positions. The reports will show the name, cumulative hours and work location of each position.
- I. The parties shall meet on a quarterly basis or more frequently as needed to resolve outstanding issues regarding administration of the NRW agreement.
- J. Where ODNR chooses to fill by Temporary Working Level assignment, priority is given to NRWs over NRA/NRS where these employees are qualified and are available for the duty assignment at that work facility.
- ~~K. The parties have agreed to a side letter providing technical interpretation and definitions of matters pertaining to the NRW classification Agreement.<sup>8</sup>~~

<sup>8</sup> Housekeeping.

<sup>9</sup> Mine Rescue Operations Coordinator and Mine Safety Inspector 1 and 2 classifications now have statewide promotion, layoff and displacement rights.

<sup>10</sup> MRM may now identify reasonable geographic residence requirements for MRO and MSI vacancies in order to be more responsive in the event of an accident or emergency.

<sup>11</sup> MRIs, MSIs and MROCs wishing to exercise Article 17 and/or Article 18 rights, must be willing to agree to reasonable geographic residency requirements.

#### **ODNR - Mineral Resources Management (MRM)**

Within the MRM, the following modifications to Article 17 and 18 are made:

For the purposes of applying Appendix J of the OCSEA Labor Agreement, the Mineral Resources Inspector **1, 2, & 3 (MRI) (22931, 22932, 22933), MINE RESCUE OPERATIONS COORDINATOR (MROC) (24710), MINE SAFETY INSPECTOR 1 & 2 (MSI)(24711, 24712)** classifications will **SHALL** have statewide promotion, layoff and displacement rights.<sup>9</sup> MRM has the authority to identify reasonable geographic residency requirements for MRI, MROC AND MSI<sup>10</sup> vacancies **POSITIONS** and may deny actions **OR BENEFITS** pursuant to **ARTICLES 17 AND 18** the promotion article if an **APPLICANT OR EMPLOYEE**<sup>11</sup> does not agree to the residency requirement identified. Residency requirement is an appropriate subject for labor/management .

Employees assigned to the classifications of Mine Rescue Operations Coordinator (24710), Mine Safety Inspector 1 (24711) and Mine Safety Inspector 2 (24712) shall have displacement and recall rights statewide. Residency requirement is an appropriate subject for labor/management.<sup>12</sup>

<sup>12</sup> Housekeeping.

**ODNR - Parks and Recreation-Regionalization Agreement**

The ODNR/OCSEA Statewide Labor/Management Team developed these guidelines set forth herein. The parties shall conduct an annual review of this agreement.

The ODNR and OCSEA recognize the current Parks and Recreation regionalization practices do not provide appropriate promotional and displacement rights for the division’s long-term, dedicated employees.

Thus, Article 17.04(1), as applied to Parks and Recreation, is modified to the following language:

“All employees in the office, county or Regional Park Unit (RPU) where the vacancy is located, who possess and are proficient in the minimum qualifications contained in the classification specification and the position description.”

The remainder of Article 17.04 remains unchanged.

Furthermore, the first paragraph starting in Article 18.04, as applied to Parks and Recreation, is modified to the following language:

“The affected employee may bump the least senior employee in an equal or lower position in the same, similar or related class series with the same office, county or RPU (see Appendix I). **EMPLOYEES ELECTING TO EXERCISE THEIR DISPLACEMENT RIGHTS WITHIN THE RPU SHALL BE LIMITED TO ONLY THOSE PARKS LOCATED WITHIN THE APPROPRIATE GEOGRAPHIC JURISDICTION (SEE APPENDIX J).**<sup>13</sup> Displacement shall occur in the following manner:”

The remainder of Article 18.04 remains unchanged.

<sup>13</sup> Those Parks employees who opt to exercise their displacement rights within the Regional Park Union (RPU) are limited to those parks located within the appropriate geographic jurisdiction listed in Appendix J.

**ODNR –Project Employees**

In accordance with Article 7.09, ODNR and OCSEA jointly developed a “project employee” appointment type through a labor/management process. The following provisions shall apply when utilizing a project employee:

1. A project employee (PE) is a limited term (PT/FT) position that is funded through federal, state, or private funds (including matching fund grants). Hours for a PE will be flexible to fit with the program they are working on, e.g., regular and non-regular hours/months/days. Management may not take away duties being performed by bargaining unit employees and assign those duties to PE’s. PE positions will not be used to avoid filling permanent bargaining unit positions. Labor/management is responsible for the approval of all PE requests.
2. The duration of a PE is defined as no less than 1000 hours and no more than three (3) years. Original PE appointments of less than three (3) years may be extended to the three (3) year limitation with the approval of labor/management. Should a PE’s work be completed earlier than anticipated, the PE’s appointment may be terminated with at least a sixty (60)-day notice. Such termination will not be considered a lay-off and PE’s will have no bumping rights. PE’s will be eligible to apply for unemployment compensation at the end of their tenure. PE’s are not subject to bumping by current bargaining unit staff in the event of a reorganization/lay-off of permanent staff.
3. PEs are covered by the OCSEA Collective Bargaining Agreement and shall pay union dues. The PE is entitled to union representation, pay increases, and all other contractual benefits, with the exceptions as noted in this document. PE’s will also pay into the Public Employees Retirement System and are in the unclassified service.
4. PE positions will be posted pursuant to Article 17.03 and will include an anticipated start and end date of the work. Current bargaining unit members will not have an inherent right to these positions, as they are temporary in nature. If it is determined that the work being performed by a PE should become permanent, this permanent position will be posted and filled pursuant to Article 17. The PE will not have an “inherent right” to the permanent position. The PE’s will not earn seniority credits during their tenure, however, if the PE completes the term of his/her appointment and is selected to fill a permanent ODNR position within sixty (60) days **OF SEPARATING FROM HIS/HER PE POSITION, HE/SHE,** they shall receive seniority credits for the time served as a PE.<sup>14</sup>
5. The classification of the PE will correspond with the assigned work and the appropriate classification, using the state classification plan and pay range. The probationary period for a PE will correspond to the classification being utilized. The PE will show on a Division/Office table of organization as a temporary position.

The utilization of PEs will continue to be an appropriate subject of labor management.

<sup>14</sup> Project employees who are selected to fill a permanent ODNR position within 60 days of separation from the project employee position shall receive seniority credits for time served as PE.

**Labor/Management Committee**

For the purposes of applying Articles 8 and 11 of the labor agreement, ODNR shall have one statewide Department L/M committee, as well as our Central Office, Fountain Square L/M exclusively. This does not preclude the development and utilization of local work area L/M committees where the parties mutually agree or the development and utilization of district L/M committee as provided in Articles 8 and 11.

**Tools and Equipment**

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.

**ODNR - Forestry**

**Professional Achievement Incentive Supplements**

In an effort to promote professionalism and enhance the quality of services, employees within Forestry are eligible for a pay supplement equal to three percent (3%) of the classification salary base rate upon voluntarily obtaining and maintaining specific certifications. At the beginning of each fiscal year, the following classification are eligible for the supplement upon demonstrating attainment of the Society of American Foresters (SAF) certification:

	Class	Pay Range
22321	Forestry Technician	27
22323	Forester (non-urban)	30

Further, employees in the Forester classification with the working title of Forester Urban will be eligible for the supplement upon demonstrating attainment of the International Society of Arboriculture (ISA) certification.

This supplement shall be added to the employees' base salary for all hours paid, and shall be used in the calculation of overtime pay. If an employee loses certification, he/she is no longer eligible for the supplement. Employees are required to notify management of all changes in certification. Management will not provide additional training or educational release time, etc., beyond ODNR existing applicable policies.

The pay supplement can be discontinued only upon notice of an approved layoff/job abolishment in Forestry that will result in layoff or displacement of an employee.

#### **ODNR - Watercraft**

The ODNR Labor/Management Committee shall facilitate a review of the processes involved in issuing watercraft registrations by field staff statewide in Watercraft. The purpose of this review is to determine the impact of seasonal variations in workload/duties of employees and to develop and implement a process to account for any variations. Watercraft and OCSEA shall provide representatives to participate in this review.

#### **ODNR Promotion - Increase in Appointment Type**

Since the ODNR utilizes many seasonal and other less than full-time appointment types, Article 17 of the OCSEA Collective Bargaining Agreement often limits an employee's ability to successfully bid on a position which is the same classification, but is an increase in appointment type.

Thus, in an effort to retain experienced staff and foster positive morale, for vacancies the ODNR intends to fill by promotion or lateral transfer within the same classification to a higher appointment type, Article 17 of the OCSEA Collective Bargaining Agreement is modified by the following language:

- A) A division shall identify a classification that requires an increase in an appointment type (example: Account Clerk 1 from part-time to full-time);
- B) The order of appointment types is recognized in the following ascending order: established term, part-time and full-time;
- C) When a part-time or established term employee in the identified classification within the headquarter county or Regional Park Unit would have a right under Article 17 and has at least one year of service in that classification, the identified employee may be awarded the new appointment type.
- D) If a vacancy is filled pursuant to this Section, the division shall forego the posting requirements of Article 17. However, the current OCSEA Assembly or Chapter President for the ODNR and the assigned OCSEA staff representative shall receive the following information from the ODNR Labor Relations Office within ten (10) business days to the official notification to the Union to increase an employee's appointment type:
  1. Employee name;
  2. Work location;
  3. Classification and appointment type;
  4. New appointment type;
  5. Copy of the employee history screen;
  6. Draft Position Description; and
  7. Listing of other OCSEA employees in the headquarter county.

If OCSEA does not contest the accuracy of the aforementioned information within ten (10) business days after notification, the requesting ODNR division shall proceed with the appointment type change.

- E) Probationary periods remain governed by Article 6 of the OCSEA Collective Bargaining Agreement.

#### **JOB POSTING REQUIREMENT<sup>15</sup>**

**AT ODNR, WHERE EMPLOYEES HAVE STATE EMAIL ACCESS, VACANCY POSTINGS SHALL BE EMAILED TO EMPLOYEES. THIS PROCEDURE SHALL SATISFY THE REQUIREMENTS OF ARTICLE 17. WHERE STATE EMAIL ACCESS IS NOT READILY AVAILABLE, ODNR SHALL FOLLOW THE VACANCY POSTING GUIDELINES UNDER ARTICLE 17 OF THE CONTRACT. AT ODNR "CONSPICUOUS" SHALL BE DEFINED TO MEAN DIVISION FIELD OFFICE LOCATIONS.**

#### **DIVISION SELECTION OPTIONS<sup>16</sup>**

**AS APPLIED TO ARTICLE 17, BOTH PARTIES RECOGNIZE THE POTENTIAL BENEFITS INHERENT IN A DIVISION FIRST PROVISION FOR SPECIFIC POSITIONS OR CLASSIFICATIONS. THE TOPIC OF DIVISION FIRST SELECTION SHALL BE AN APPROPRIATE TOPIC FOR LABOR/MANAGEMENT.**

#### **FOR ODNR WEBSITE REGARDING MOU EXTENSIONS<sup>17</sup>**

**THE TWO (2) EXISTING MEMORANDUMS OF UNDERSTANDING (MOUS) MUTUALLY AGREED UPON BY THE PARTIES TO HAVE CONTINUING EFFECT ARE POSTED TO THE ODNR OFFICE OF HUMAN RESOURCES WEBSITE. THEIR RESPECTIVE TEXTS AND EFFECTIVE DATES CAN BE FOUND AT [HTTP://WWW.OHIODNR.COM/DEFAULT/TABID/9745/DEFAULT.USPX](http://www.ohiodnr.com/default/tabid/9745/default.uspx).**

#### **OHIO DEPARTMENT OF PUBLIC SAFETY**

The Department of Public Safety, Division of Emergency Management Agency, utilizes federal and state funds to hire disaster relief grants employees (DRG) to coordinate federal and state funded relief programs following a disaster. The parties agree the following shall apply to all DRG appointments:

1. DRG employees shall be members of the bargaining unit.
2. The employer will establish an ending date of employment at the time of appointment, which may be extended or reduced as determined by the Employer with written notice to the employee and the Union. The Employer will provide the Union with the reasons for the extension and with a new ending date.
3. DRG employees are exempt from coverage under Article 18, Layoffs. They shall serve a probationary period commensurate with the pay range of the classification as defined in Article 6.01 (A) and may be removed at any time due to lack of work at the discretion of the Employer.
4. DRG employees shall not be used to avoid filling full-time or part-time permanent vacancies as defined under Article 17. No DRG employee can displace a full-time or part-time permanent employee. When applying for a full-time or part-time permanent position within the Emergency Management Agency, and if the DRG employee has successfully completed the required probationary period and meets minimum qualifications, the DRG employee will have precedence for appointment over external applicants.

<sup>15</sup> Requires the Employer to email vacancy postings to employees who can readily access email. For employees in areas where there is not email access, ODNR will continue to post vacancy notices pursuant to Article 17.

<sup>16</sup> Defines a "division first" option under Article 17 as an appropriate topic for statewide labor/management committee discussion.

<sup>17</sup> Two MOUs have a continuing effect through at least part of the 2009-2012 contract and can be viewed online at the address listed.

5. DRG employees may only be used to fill limited duration positions funded by declared federal or state disaster relief programs and shall be limited to use in the Emergency Management Agency.

#### **Bargaining Unit Rights**

1. DRG employees shall be entitled to all rights and benefits of the Agreement except as amended herein. DRG employees shall:
  - a) Not earn seniority credits. If a DRG employee is selected to fill a full-time or part-time permanent Emergency Management Agency position, seniority for time served as a DRG employee will be credited upon successful completion of probation in the full-time or part-time Emergency Management Agency position, provided there has been no break in service.
  - b) Not have standing to grieve termination of their employment due to lack of work or non-selection under Article 17.
  - c) Earn all forms of leave including prorated accrual for part-time employees.
  - d) Be offered health insurance but the Employer's contribution will cease on the employee's interruption/termination date. Employee contributions shall be accordance with Article 20. Beginning with the effective date of this Agreement, all DRG employees whose total State service time as an DRG employed from original date of hire, is 26 pay periods or greater, will be eligible for those benefits provided by the OCSEA Benefits Trust, per Article 21 of the Agreement. The Employer's contribution will cease on the employee's interruption/termination date. DRG employees shall not be eligible for disability benefits under Article 35.
  - e) All DRG employees shall be terminated prior to the layoff of any permanent employee assigned to the Emergency Management Agency.

#### **WORK PLACE MEDIATION<sup>1</sup>**

##### **A. WORKPLACE MEDIATION PROGRAM**

**NOTWITHSTANDING ANY CONTRACTUAL, GRIEVANCE OR ANY OTHER EXISTING EEO, OCRC COMPLAINTS, THE DEPARTMENT OF PUBLIC SAFETY AND THE UNION RECOGNIZE THE BENEFITS OF PARTICIPATING IN THE OHIO'S WORKPLACE MEDIATION PROGRAM SPONSORED BY THE OHIO COMMISSION ON DISPUTE RESOLUTION AND CONFLICT MANAGEMENT. THE DEPARTMENT OF PUBLIC SAFETY AND UNION AGREE TO STRONGLY ENCOURAGE EMPLOYEES TO PROACTIVELY UTILIZE THE STATE OF OHIO MEDIATION PROGRAM TO RESOLVE CONFLICTS FOR AS LONG AS THE PROGRAM IS IN EXISTENCE.**

**IN ACCORDANCE WITH ARTICLES 25.08 AND 25.14; THE PARTIES MAY AGREE TO PARTICIPATE IN THE COMMISSION ON DISPUTE RESOLUTION'S "EARLY MEDIATION" PROGRAM AS AN ALTERNATIVE GRIEVANCE RESOLUTION METHOD. THE GUIDELINES OF THE EARLY MEDIATION PROGRAM WILL BE DEVELOPED BY THE WORKPLACE MEDIATION ADVISORY GROUP.**

##### **B. GRIEVANCE HEARINGS OR OTHER MEETING<sup>2</sup>**

**PURSUANT TO THE PROVISIONS OF ARTICLES 25.01 (G), STEP 3S OR OTHER MEETINGS (E.G., PRE-DISCIPLINARY MEETINGS) WILL BE CONDUCTED VIA TELECONFERENCE, VIDEOCONFERENCE OR POLYCOM, UNLESS MUTUALLY AGREED TO OTHERWISE. GRIEVANCE HEARINGS INVOLVING EMPLOYEE TERMINATION WILL NOT BE CONDUCTED IN THIS MANNER UNLESS THERE IS MUTUAL AGREEMENT.**

#### **DRUG TESTING:<sup>3</sup>**

**THE PARTIES AGREE THAT BOTH FULL TIME AND PART TIME CUSTOMER SERVICE SPECIALIST 1 AND 2 IN THE CUSTOMER SERVICE CENTERS OF THE BUREAU OF MOTOR VEHICLES WILL BE SUBJECT TO RANDOM DRUG TESTING AS OUTLINED IN APPENDIX M.**

#### **PUBLIC UTILITIES COMMISSION OF OHIO<sup>1</sup>**

The Public Utilities Commission of Ohio (PUCO) and the Ohio Civil Service Employees Association (OCSEA) agree that in an attempt to retain non-bargaining unit PUCO trained employees on the agency's payroll, the PUCO will consider these applicants applying for positions which require the duties for which they are PUCO trained.

Pursuant to Section 17.04, the aforementioned employees will be considered after all permanent, bargaining unit employees employed by the PUCO. These non-bargaining unit employees will be considered along with the applicants in Grouping 5 (All other employees of the State-Inter-Agency Transfer). PUCO will notify the Chapter President or his designee each time this situation occurs.

This agreement applies to the application and selection process only.

#### **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 Union and the DR&C shall continue Pick-A-Post for Correction Officers and Correction Counselors during the term of this Agreement.

1. Effective with the ratification of the collective bargaining agreement, if necessary as determined by the Statewide Oversight PAP committee, all Pick-A-Post agreements will be reviewed to (a) insure that the agreements are within their funded post allocations, (b) that the pull and move posts are removed, and (c) they are within their relief ratio.
2. The relief ratios will be determined by the Regional Director, after discussion with the Union. If needed this will be reviewed annually.
3. Each local chapter will determine whether a re-cavass is necessary.
4. No agreements shall be considered approved until approved by the Statewide Pick-A-Post Committee. DRC reserves the right to approve and implement local PAP agreements, as deemed necessary for

<sup>1</sup> Encourages employees to utilize Ohio's Workplace Mediation Program to resolve conflicts, including grievance resolution.

<sup>2</sup> Requires the use of communication technologies to conduct grievance hearings and/or discipline meetings unless mutually agreed otherwise.

<sup>3</sup> Customer Service Specialist (CSS) 1s & 2s working in Customer Service Centers are now subject to random drug testing. CSS 1s and 2s working in other locations are not included.

<sup>1</sup> No change.

good management reason, for situations as described in section 1 above, or a change in the mission of the institution. The Employer will implement the local PAP agreement only after a good faith effort has been made to gain approval from the Oversight Committee. If an agreement is implemented in such a manner, the union reserves the right to file a grievance on the issue directly to Step 3 under 25.02 of the grievance process. Management will then agree to arbitrate the grievance through the NTA process, within 30 days of the filing of the grievance.

5. The Pick-A-Post Oversight Committee shall be required to meet monthly during the term of this agreement unless mutually agreed otherwise.
6. Management retains the right to deny a bid for good management reasons after consultation with the affected employee and the Union.
7. Any immediate threat to the health, safety and security of the institution shall take priority over the Pick-A-Post agreement.

#### **Correction Officer Pick-A-Post**

1. The respective Regional Director shall at least annually supply each warden with a funding letter for each institution indicating the following: a) the number of authorized correction officer positions, b) total weekly posts, and c) a relief factor designated for that prison's staff.
2. All Pick-A-Post agreements negotiated at the local level shall comply with the limits imposed by the funding letter of the Regional Director.
3. All established posts under the agreements will be filled, barring any foreseen circumstances that affect the daily operational needs of the institution or a change in the mission of that Institution.
4. Each institutional PAP committee may discuss and come to mutual agreement, on any "utility posts" that may be closed, even at the beginning of the shift. The use of such post closures will be based on operational need, when the need to fill such posts would require the employer to utilize overtime on the shift.

If any agreements are reached locally on the issue of closing "utility posts," they shall be submitted to the Statewide Oversight Committee for review and approval.

5. The issue of relief officers bidding shift assignments may be included in local proposed Pick-A-Post agreements, subject to approval from the Pick-A-Post Oversight Committee. No preexisting right to bid for relief officers may be inferred from these discussions.

#### **C. Inclement Weather Gear**

DR&C agrees to provide a winter coat of sufficient warmth and quality.

DR&C and the Union agree that the Local Health and Safety Committees will determine the appropriate inclement weather gear, in the event that the Local Committees cannot reach an agreement on the appropriate gear for that institution, then the Agency Health and Safety Committee will resolve the issue. The guidelines for the Local Committees are as follows:

- a. DR&C agrees to provide the following inclement weather gear, to include but not limited to, cold weather gear, e.g., carharts, rain gear, rain shoes, sweaters, knit caps.
- b. DR&C and the Union agree that the need for inclement weather gear will be based on the post or job duties of the **EO UNIFORMED EMPLOYEE**,<sup>1</sup> and the physical structure, and location of the institution.
- c. DR&C agrees to allow the use of inclement weather gear that is purchased by the employee with the proviso that restrictions may be imposed on the nature and color of the inclement weather gear. The personal inclement weather gear includes but is not limited to, gloves, scarves, earmuffs, hooded sweatshirts and long underwear.

<sup>1</sup> Includes all uniformed employees.

#### **D. Uniform Cleaning**

Where feasible, the Department shall provide cleaning and pressing services for employees who are required to wear uniforms. The DR&C shall provide or pay for the dry cleaning of department issued uniform items which are required to be dry cleaned to a maximum of two (2) times per year. If these services are not provided, the employee will be paid the contractual uniform cleaning allowance. The local Health and Safety Committee shall review issues related to the cleaning and pressing of uniforms. Any outstanding issues shall be referred to the Agency Health and Safety Committee.

#### **E. Vacation Allotments for Correction Officers**

The Union and DR&C agree that all institutions will update their vacation allotments at least on a yearly basis. Each November the institution personnel office shall calculate the total number of vacation days that the existing correction officer workforce will accrue in the coming year.

- Add total number of days that CO workforce will accrue in the upcoming year. For example: If an employee has less than one (1) year of service and will hit the one (1) year mark on July 1, they would receive a lump sum of eighty (80) hours of vacation and begin to accrue at the rate of 3.1 hours per pay period. Both numbers should be figured in for the officer in the upcoming year. The same holds true for any other officer who is anticipated to receive a lump sum of vacation leave in the next year, as they will cross the five (5), ten (10), fifteen (15), twenty (20) or twenty-five (25) years of service.
- The total number of vacation days to be accrued shall then be made available for canvassing by the correction officers at the annual canvass.
- The current vacation leave balances carried by the CO workforce will not be added to the total days. Only those days, which they will accrue in the upcoming year, will be added.
- The total number of vacation days to be accrued shall then be made available for bid by the correction officers at the annual canvass. The total number of days made available for the annual canvass shall be evenly distributed throughout the calendar year, and made available for bid to the correction officers on the various shifts in proportion to their numbers. If in calculating the number of vacation days available there is a remainder, then the remainder will be multiplied by **355 300**.
- Once the number of days to be earned is calculated, by shift, the number should be divided by **355 300** for the first (1st), second (2nd), and third (3rd) shifts.

- The divisor for special duty should be 260 as it is more reflective of the days special duty is scheduled. However, in the case of Special Duty schedules that have a percentage of posts that are not five (5) day operations, the institution should agree to the distribution of Special Duty based upon the 355 300 divisor as they have already been taking into account the seven (7) day posts.
- The whole number is the number of vacation slots available per day. Anytime the number of days accrued by the shift is less than 355 300/260 respective of the shift that will be the total number of days available to be distributed throughout the year.<sup>2</sup>
- The whole number of days available shall be evenly distributed throughout the year.
- There shall be no “rounding up” of the number to generate more guaranteed/available slots per day.
- For example:

<sup>2</sup> Increases the number of vacation canvass opportunities.

Shift	Days Accrued	Divided by 355 300, except for SD., which shall be divided by 260	Slots per day	Remainder to be agreed upon for distribution
1st	610.5	$\frac{610.5}{355} = 1.72$ <b>2.03</b>	2	$.71 \times 355 = 252$ addl. slots <b>.03 x 300 = 9 ADDL. SLOTS</b>
2nd	545	$\frac{545}{355} = 1.53$ <b>1.81</b>	1	$.53 \times 355 = 188$ addl. slots <b>.81 x 300 = 243 ADDL. SLOTS</b>
3rd	312	$\frac{312}{355} = .87$ <b>1.04</b>	1	$.04 \times 300 = 12$ ADDL. SLOTS <b>312 total slots available**</b>
4th	263.5	$\frac{263.5}{260} = 1.01$	1	$.01 \times 260 = 3$ addl. slots

The resulting number of additional days will be added to the vacation slots available, and distributed as determined by the local Labor/Management Committee. Each officer may bid on any number of vacation days up to the total number of days he/she will accrue during the coming calendar year. Officer bids may be for individual days and/or for grouping of days. Members will have a reasonable opportunity to look at a canvass book in a timely fashion, but not to hold up the canvass process. Any available vacation days not bid upon by the correction officers shall remain available on the respective shifts for bid at a later time per Article 28. Per discussion between the parties, an employee may choose to use Vacation or Compensatory Time to cover the request for time off, whether the slot was selected via the annual vacation canvass or if the slot remained available on a first come first serve basis.

If the managing officer or designee makes more slots available for the annual canvass than guaranteed by the formula described above, these extra slots shall not become a guarantee. Day-to-day requests for vacation above and beyond the guaranteed slots will be considered in accordance with Article 28.

#### F. CDL Testing

DR&C agrees to reimburse employees for the cost of obtaining and maintaining a Commercial Drivers License (CDL). The employees eligible for reimbursement are those whose assignments are either transportation or their duties require the use of a CDL. Reimbursement will be provided only while the employee remains in the position requiring the CDL. If a post requiring a CDL is vacated, and no employee with a CDL bids on the post, DRC reserves the right, through operational need, to assign an employee with a CDL to the post in seniority order. If there are no volunteers, the least senior will be assigned to the post.

#### G. Overtime Policy

DR&C and the Union agree to continue the Statewide Overtime Committee for the purpose of developing a mutually agreed to overtime policy. For the purposes of the Statewide Overtime Policy, equalization shall mean that all employees covered by this collective bargaining agreement who have elected to be eligible for overtime during the canvass period have an equal opportunity to sign on the appropriate rosters. In the event an eligible employee covered by this collective bargaining agreement is missed for an overtime opportunity, the remedy shall be that the employee who was missed shall be offered an opportunity to work the number of hours missed at the employee's choice of date and shift. The opportunity shall be made as soon as the missed opportunity is confirmed. Unless mutually agreed otherwise, the employee must work the missed overtime opportunity within forty-five (45) days of the confirmation of the missed opportunity.

A quarterly canvass, as provided for in Section 13.07, shall not be required.

#### H. Correction Officer Promotions - Laterals - Demotions

1. The number of bargaining unit vacancies during the previous calendar year shall be determined in the first week of January of each year. ~~Ten~~ **THIRTY** percent (~~+0 30%~~) of that number shall be determined by rounding up, and that number plus ~~ten~~ **THIRTY** percent (~~+0 30%~~) 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 transfers during the ensuing year. DRC shall consider requests for lateral transfers before considering external applications as per Section 17.05 until the maximum number of vacancies required to be accepted is fulfilled. Management reserves the right to exceed the ~~ten~~ **THIRTY** percent (~~+0 30%~~) rule.<sup>3</sup>
2. No later than January 15 of each year, the institution shall notify the local Union and the Assessment Center of the maximum numbers each institution shall be required to accept by transfer.
3. Bargaining Unit employees who wish to apply for promotion to the Correction Officer classification shall submit a completed application to the Assessment Center. Applications for promotion shall be accepted on a continuous basis. Applicants for promotion will be considered prior to lateral transfer in accordance with Article 17.
4. Effective the pay period which includes January 1, and July 1, DRC will issue a Lateral Transfer Posting for Correction Officers for each institution for a period of ten (10) days. Employees wishing to transfer will submit a completed application form to the Assessment Center indicating the institution to which the employees wishes to transfer. The employee shall complete a separate application for each institution for which they want to be considered.

<sup>3</sup> Increases percentage from 10 percent to 30 percent.

The Assessment Center will maintain a file for each institution with a copy of each employee's application. The applications will be sorted by State seniority, in descending order. These applications shall be considered active during the current six (6) month period, then purged. Applications will only be considered for the six (6) month period in which they were submitted.

5. Bargaining unit employees who wish to apply for demotion to a Correction Officer position will be considered in accordance with Article 17.

Applications will be submitted to the Assessment Center during the Lateral Transfer Posting period.

6. The Employer reserves the right to convert external interims to full-time permanent correction officers after the ~~ten~~ **THIRTY** percent (~~±0-30%~~) lateral transfer threshold has been met.<sup>4</sup>
7. Each institution authorized to fill positions will forward their request to the Assessment Center. Vacancies shall be filled by adhering to the order and processes set forth in Article 17. All lateral transfers shall be filled with the required ~~ten~~ **THIRTY** percent (~~±0-30%~~) prior to hiring any new employees.<sup>5</sup>
8. **IN THE EVENT CORRECTION OFFICERS ARE DISPLACED IN ACCORDANCE WITH ARTICLE 18, THE THIRTY PERCENT (30%) CAP ON THE MAXIMUM NUMBER OF VACANCIES THAT AN INSTITUTION SHALL BE REQUIRED TO ACCEPT BY LATERAL TRANSFERS SHALL BE LIFTED DURING FOUR (4) CONSECUTIVE LATERAL TRANSFER POSTING PERIODS THAT COMMENCE IMMEDIATELY FOLLOWING THE EFFECTIVE DATE OF DISPLACEMENT.**<sup>6</sup>

<sup>4</sup> Increases percentage from 10 percent to 30 percent.

<sup>5</sup> Increases percentage from 10 percent to 30 percent.

<sup>6</sup> Creates a way for employees who are displaced to try and laterally transfer back home within four consecutive lateral transfer postings. Such displaced employees who submit an application will be given preference over other applicants.

## OHIO REHABILITATION SERVICES COMMISSION

### Disability Claims Development Analyst (DCDA)

#### PRE-DEVELOPMENT UNIT

The purpose of Pre-Development Unit in the Ohio Rehabilitation Services Commission (RSC)/Bureau of Disability Determination (BDD) is to accomplish, ~~at least,~~ the following items: **FOCUS ON PROVIDING SERVICE TO OUR CUSTOMERS;**<sup>1</sup> Alleviate the impact of developmental actions of the Disability Claims Adjudicators (DCA); increase BDD case production; and reduce processing time of cases. The employees participating shall be classified as Disability Claims Development Analyst (DCDA). It is a goal that the DCDAs be composed of promoted support staff and demoted DCAs.

Minimum Qualifications for the Pre-Development Unit is **INCLUDE** current full-time non-probationary staff; ~~staff who are classified as 1) DCA 2s; OR DCA 3s;~~ **QUALIFIED STAFF WILL POSSESS OR 2) ORSC Support Staff who have completed an Associate Degree (OR HIGHER)**<sup>2</sup> in **ONE OF THE FOLLOWING MAJORS:** sSociology, pPsychology, sSocial wWork, sSpecial eEducation, nNursing, eCommunications, bBusiness or other hHuman sServices/mMedical related field or closely related field. ALL DCDAs shall serve a six (6) month probationary period. ~~Even though~~ **ALTHOUGH** the DCDA is in the same DCA classification series, the time spent as a DCDA shall not be used to indicate that an employee meets minimum qualifications for a DCA 1 position. ~~and t~~Time spent as a DCDA shall not count the **AS** time served for promotions in the DCA **CLASSIFICATION** series.

The Parties agree that Article 17 shall be modified for composition requirements of the Pre-Development Unit. The parties agree that selection **S** shall be in accordance with RSC Selection Procedure **S**. It is within Management's right to determine the size of the Pre-Development Unit.

A) Positions may be posted as a "~~p~~**Promotion only**" ~~vacancy~~ notice. Demotions and lateral transfers shall ~~not~~ be considered **ONLY IF NOTED.**<sup>3</sup> OR

B) Positions may be posted as a "~~d~~**Demotion only**" of Disability Claims Adjudicators. Promotions and lateral transfers shall ~~not~~ be considered **ONLY IF NOTED.**<sup>4</sup>

All staff who are selected as DCDAs shall remain in the DCDA classification for at least **THE** six (6) months (their probationary period) and cannot opt out **UNTIL AFTER THE 6 MONTH PROBATIONARY PERIOD**<sup>5</sup> in accordance with Article 6.

**THE PARTIES AGREE THAT EXISTING DCDA STAFF SHALL TRANSITION THROUGH TRAINING TOWARD PROVIDING INCREASED CUSTOMER SERVICE, WHICH SHALL INCLUDE REGULAR TELEPHONE INTERACTIONS WITH THE PUBLIC, AS WELL AS MEDICAL PROFESSIONALS.**<sup>6</sup>

Current Pre-Development Pilot participants shall notify the ORSC/BDD Director of their intention to ~~continue/~~ discontinue pre-development of claims by March 15, 2006. Staff deciding not to continue pre-developing claims will cease this duty April 1, 2006. Management may fill these vacant DCDA positions in accordance with the Pilot. Effective April 15, 2006, the parties agree to grandparent current Pre-Development Pilot participants. Staff participants will be reclassified as DCDAs pay range 28. This may result in a demotion or promotion of the Pilot Participants.<sup>7</sup>

Note: We anticipate the Unit to be 14 or fewer staff and we are working with DAS classification to develop this DCDA as part of the Disability Claims Adjudicator Series - pay range 28.

#### RELOCATION AND RETENTION

**THIS AGREEMENT REGARDING RELOCATION AND RETENTION MADE DECEMBER 23, 2008, BY AND BETWEEN THE OHIO REHABILITATION SERVICES COMMISSION (RSC) AND THE OHIO CIVIL SERVICE EMPLOYEES ASSOCIATION, LOCAL 11, CHAPTER 2538, AFSCME (OCSEA), PARTIES HERETO.**

**THE PURPOSE OF THIS AGREEMENT IS TO PROVIDE A MECHANISM FOR BARGAINING UNIT STAFF TO RELOCATE AND GIVES RSC THE ABILITY TO RETAIN STAFF. THIS AGREEMENT IS A COOPERATIVE COMMITMENT BETWEEN OCSEA AND RSC THAT DEMONSTRATES THE VALUE OF AND ALLOWS BARGAINING UNIT EMPLOYEES WITHIN RSC TO RELOCATE ACROSS COUNTY LINES OR WITHIN THE SAME COUNTY WHERE THERE ARE MULTIPLE OFFICE LOCATIONS. THIS CAN BE ACCOMPLISHED BY REQUESTING A TRANSFER OR DEMOTION WHEN THERE IS NO POSTED VACANCY. THIS AGREEMENT DOES ALLOW MANAGEMENT TO HONOR AN EMPLOYEE'S REQUEST PRIOR TO THE POSTING OF A VACANCY ANNOUNCEMENT.**<sup>8</sup>

<sup>1</sup> Reflects BDDs emphasis on providing customer service.

<sup>2</sup> Housekeeping.

<sup>3</sup> Employer may opt to open vacant DCDA positions for promotions and lateral transfers which must be noted on the vacancy posting.

<sup>4</sup> Employer may opt to open vacant DCDA positions exclusively for demotion only which must be noted on the vacancy posting.

<sup>5</sup> DCDA selectees may not opt out of the position until after their six month probation period ends.

<sup>6</sup> Formalizes the intensified focus on customer service as well as the transition period for DCDAs moving to the Call Center.

<sup>7</sup> Housekeeping.

<sup>8</sup> Defines the mutual commitment to provide employees with the opportunity to relocate while ensuring that the agency can retain experienced staff.

1. THE PARTIES AGREE THAT LATERAL TRANSFER IS DEFINED IN ARTICLE 17.02 F. 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.<sup>9</sup>
2. THE PARTIES AGREE THAT DEMOTION IS DEFINED IN ARTICLE 17.02 G. AS THE MOVEMENT OF AN EMPLOYEE TO A POSITION IN A CLASSIFICATION WITH A LOWER PAY RANGE. A LOWER PAY RANGE IS DEFINED AS A PAY RANGE IN WHICH THE FIRST OR LAST STEP HAS A LOWER RATE OF PAY THAN THE FIRST OR LAST STEP OF THE PAY RANGE TO WHICH THE EMPLOYEE IS CURRENTLY ASSIGNED.<sup>10</sup>
3. IT IS UNDERSTOOD THAT RSC MANAGEMENT HAS THE DISCRETION TO ACCEPT OR DENY THE REQUEST FOR TRANSFER OR DEMOTION. RSC IS WILLING TO CONSIDER AN EMPLOYEE'S REQUEST FOR TRANSFER OR DEMOTION IN THE SAME OR LESSER PAY RANGE AND IN THE SAME OR LESSER CLASSIFICATION FROM ONE PHYSICAL OFFICE LOCATION TO ANOTHER PHYSICAL OFFICE LOCATION WITHOUT A VACANCY BEING POSTED. THIS PROVISION DOES NOT PRECLUDE RSC FROM MOVING EMPLOYEES IN ACCORDANCE WITH ARTICLE 17. ALL THINGS BEING EQUAL, SENIORITY WOULD BE THE FINAL DETERMINANT.<sup>11</sup>
4. IF MANAGEMENT DETERMINES TO FILL A VACANCY BY POSTING, ARTICLE 17 WILL BE FOLLOWED. THE PARTIES HEREBY RECOGNIZE THAT IF A VACANCY IS POSTED IN ACCORDANCE WITH THE OCSEA CONTRACT, THIS AGREEMENT IS NOT APPLICABLE.<sup>12</sup>
5. THE GRANTING AND/OR DENIAL OF A REQUEST FOR TRANSFER OR DEMOTION IN ACCORDANCE WITH THIS AGREEMENT CAN BE GRIEVED BY THE NON-SELECTED SENIOR EMPLOYEE TO DETERMINE IF ALL THE FACTORS WERE REASONABLY CONSIDERED AND TO ENSURE THERE WAS NO BIAS OR DISCRIMINATION IN THE SELECTION. IF A VOLUNTARY TRANSFER OR DEMOTION OCCURS AND THERE ARE TWO OR MORE EMPLOYEES WANTING THE SAME LOCATION THEN THE NON-SELECTED EMPLOYEE(S) WILL RECEIVE A LETTER(S) INFORMING THEM OF MANAGEMENT'S DECISION. THE DENIAL NOTIFICATION LETTER(S) WILL OUTLINE THE FACTORS CONSIDERED BY MANAGEMENT. IF TWO OR MORE EMPLOYEES WANTING THE SAME LOCATION SUBMIT THEIR REQUESTS ON THE SAME DAY, SENIORITY WILL BE THE DETERMINING FACTOR OF SELECTION.<sup>13</sup> IF A PERSON IS TRANSFERRED OR DEMOTED IN ACCORDANCE WITH THIS AGREEMENT, OCSEA AGREES ON BEHALF OF ITSELF AND INDIVIDUAL MEMBERS NOT TO FILE OR PROCESS ANY GRIEVANCE OR ADMINISTRATIVE APPEAL OR LEGAL ACTION ON RSC'S DECISION TO NOT POST A VACANCY IN ACCORDANCE WITH THE CONTRACT.<sup>14</sup>
6. THE EMPLOYEE'S REQUEST MUST BE SUBMITTED IN WRITING (E.G. FAX, E-MAIL) AND SUBMITTED TO THE MANAGER OF TALENT PLANNING AND ACQUISITIONS. A DENIAL DOES NOT RULE OUT FUTURE CONSIDERATION. RSC/HR WILL KEEP THE REQUEST ON FILE FOR THE LIFE OF THE CURRENT CONTRACT FROM THE DATE RECEIVED BY HUMAN RESOURCES.<sup>15</sup> THE EMPLOYEE WILL NEED TO INDICATE THE OFFICE LOCATION(S) AND/OR COUNTY(IES) HE/SHE WOULD PREFER. EMPLOYEES WILL BE NOTIFIED IN WRITING EXPLAINING THE ACCEPTANCE OR DENIAL OF THE REQUEST. COPIES OF THE REQUEST WILL BE SENT TO THE RSC ASSEMBLY PRESIDENT AND THE PRESIDENT OF CHAPTER 2538. COPIES OF THE ACCEPTANCE AND/OR DENIAL LETTER WILL ALSO BE SENT TO THE RSC ASSEMBLY PRESIDENT AND PRESIDENT OF CHAPTER 2538.<sup>16</sup> EMPLOYEES WILL BE ABLE TO WITHDRAW THEIR REQUEST IF THEY DECIDE NOT TO TRANSFER OR DEMOTE.
7. THE GRANTING OF THE ABOVE NOTED REQUEST DOES NOT ENTITLE THE EMPLOYEE TO MOVING EXPENSES.<sup>17</sup>
8. THE EMPLOYEE MAY RECEIVE NO MORE THAN 1 TRANSFER OR DEMOTION, AS DEFINED IN ITEM 4, WITHIN ANY TWELVE-MONTH PERIOD, UNLESS APPROVED BY MANAGEMENT.<sup>18</sup>
9. IF THE EMPLOYEE IS TRANSFERRED OR DEMOTED IN ACCORDANCE WITH THIS AGREEMENT, HE/SHE WILL NOT BE SUBJECT TO A PROBATIONARY PERIOD.<sup>19</sup> EMPLOYEES CURRENTLY ON PROBATION WILL NOT BE SUBJECT TO THE PROVISION OF THIS AGREEMENT.<sup>20</sup>

<sup>9</sup> Defines what constitutes a lateral transfer under this article.

<sup>10</sup> Defines what constitutes a demotion under this article.

<sup>11</sup> Employer determines whether or not to grant such a request and is not precluded from otherwise moving employees in accordance with Article 17.

<sup>12</sup> Employer may opt to fill a vacancy by posting in accordance with Article 17. Should that occur, RSC language in Appendix Q would not be applicable.

<sup>13</sup> Should two or more employees seek relocation to the same site on the same day, seniority shall be the determining factor.

<sup>14</sup> Requires written denial notice to be sent to employees and further describes appeal rights for employee and the Union.

<sup>15</sup> Employer must retain employee requests for relocation on file for the life of this agreement.

<sup>16</sup> Employees may withdraw their requests to relocate.

<sup>17</sup> Granting of an employee's request does not entitle the employee to moving expenses.

<sup>18</sup> Employees are limited to one movement within a 12-month period unless approved by the Employer.

<sup>19</sup> Employees transferred or demoted under this article will not serve a probationary period.

<sup>20</sup> Employees on probation may not relocate under this article.

<sup>21</sup> Incorporates the process to be used to assess DCA2s seeking progression to DCA3 positions.

<sup>22</sup> DCA2s will move to DCA3 positions following successful completion of the DCA3 promotion assessment.

<sup>23</sup> A DCA2 may opt out of progression to a DCA3.

<sup>24</sup> Requires five years of experience in order to be eligible for movement to DCA3.

<sup>25</sup> DCA2s with discipline of written reprimands or higher are barred from being assessed for movement.

#### DCA PROGRESSION<sup>21</sup>

1. IN MUTUAL AGREEMENT BETWEEN RSC AND OCSEA, DCA II EMPLOYEES WILL PROGRESS TO THE DCA III POSITION UPON SUCCESSFUL COMPLETION OF THE DCA III PROMOTION ASSESSMENT.<sup>22</sup> DCA II EMPLOYEES MAY CHOOSE TO REMAIN A DCA II EMPLOYEE AND OPT OUT OF THE PROGRESSION.<sup>23</sup>
2. DCA II EMPLOYEES BECOME ELIGIBLE TO TAKE THE DCA III PROMOTION ASSESSMENT AFTER THEY HAVE OBTAINED FIVE (5) YEARS OF SERVICE AS A DCA II BY THE DATE OF THE PROMOTION ASSESSMENT (OR FIVE (5) YEARS OF SERVICE IN AN EQUIVALENT DETERMINATION SERVICES POSITION WITH ANOTHER STATE, OR A COMBINATION OF THE ABOVE EQUAL TO FIVE (5) YEARS).<sup>24</sup>
3. ELIGIBILITY IS ALSO CONTINGENT ON THE DCA II EMPLOYEE HAVING NO ACTIVE DISCIPLINE FOR PERFORMANCE AT A "WRITTEN" LEVEL OR HIGHER.<sup>25</sup>
4. ADDITIONALLY, ELIGIBILITY IS ALSO CONTINGENT ON THE DCA II EMPLOYEE HAVING NO MORE THAN ONE (1) "BELOW" ON THEIR LAST ANNUAL EVALUATION. EMPLOYEES WITH MORE THAN ONE (1) "BELOW" ON THE MOST RECENT ANNUAL EVALUATION MAY REQUEST A REVIEW OF THE AREAS OF DEFICIENCY AT THE MIDPOINT OF THE EVALUATION PERIOD. IF AT THAT TIME, THE AREAS OF DEFICIENCY HAVE IMPROVED

TO A SATISFACTORY LEVEL, THEN THE EMPLOYEE MAY TAKE THE DCA III PROMOTION ASSESSMENT.<sup>26</sup>

5. THE PROMOTION ASSESSMENT WILL BE GIVEN SIXTY (60) DAYS PRIOR TO OR AFTER APRIL 1<sup>ST</sup> AND OCTOBER 1<sup>ST</sup>, TOTALING TWICE A CALENDAR YEAR.<sup>27</sup>
6. DCA IIS THAT HAVE OBTAINED FIVE (5) YEARS OF SERVICE AS A DCA II MAY ATTEND SPECIFIC AGENCY TRAINING PRIOR TO TAKING THE ASSESSMENT. THE TRAINING SESSION WILL BE OFFERED WITHIN 30 DAYS OF THE PROMOTION ASSESSMENT AND LAST UP TO TWO (2) HOURS. A WORK ADJUSTMENT WILL BE MADE FOR THE DCA IIS ATTENDING THE TRAINING SESSION.<sup>28</sup>
7. DCA IIIS WILL SERVE A SIX (6) MONTH PROBATIONARY PERIOD. EMPLOYEES WHO DO NOT PASS THE PROBATIONARY PERIOD (OR WHO ELECT TO DEMOTE BACK TO THE DCA II POSITION) MAY NOT RE-APPLY FOR ADVANCEMENT TO THE DCA III POSITION FOR ONE (1) YEAR AFTER RETURNING TO THE DCA II BUT THE SAID EMPLOYEE(S) SHALL NOT BE REQUIRED TO RETAKE THE DCA III ASSESSMENT UNLESS A NEW TEST INSTRUMENT HAS BEEN CONSTRUCTED.<sup>29</sup>
8. PART-TIME DCA II EMPLOYEES ADVANCING TO THE DCA III POSITION WILL SERVE AN EQUIVALENT PROBATIONARY PERIOD BASED ON THE NUMBER OF HOURS WORKED.<sup>30</sup>

## OHIO DEPARTMENT OF TRANSPORTATION

### A. 13.06 - Report-In Location<sup>1</sup>

The report-in location(s) for the purpose of establishing start time for ODOT field employees shall be the particular project to which they are assigned or ~~forty (40)~~ **THIRTY (30)** miles from the employee's residence, 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~~ **WILL INCLUDE** Project Inspectors, **HIGHWAY TECHNICIAN 3S AND 4S** and or other construction personnel assigned to construction projects who do not have the district office as a normal report-in location.

**HT 2S WHO ARE ASSIGNED TO A CONSTRUCTION PROJECT WHICH IS FARTHER FROM HOME THAN THEIR NORMAL REPORT-IN LOCATION, SHALL BE COMPENSATED FOR ANY ADDITIONAL TRAVEL TIME AND/OR MILEAGE INCURRED.**

**THIS LANGUAGE SUPERSEDES ALL MEMORANDA OF UNDERSTANDING, AMENDMENTS, LETTERS OF INTENT, OR ANY OTHER MUTUALLY AGREED TO PROVISIONS.**

### B. 13.07 - Overtime

#### 1.—~~Distribution~~

Management has the sole and exclusive right to determine the need for overtime.

Insofar as practicable, overtime opportunity hours shall be equitably distributed **ON EACH OVERTIME ROSTER** on a rotating basis by seniority among those who normally perform the work as defined in the classification specification and/or position description. 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. 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.

#### 2.—~~Roster Administration~~

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 as soon as feasible after each overtime event, no later than each pay period in which any affected employee had overtime offered. Each ODOT Field District will maintain a standard, district electronic overtime roster with all refusal hours and hours worked recorded in accordance with this overtime policy.

**A SYSTEM FOR TRACKING OVERTIME IN TMS OR A REPLACEMENT SYSTEM WILL BE PILOTED IN ONE COUNTY IN DISTRICT 4 FOR A 30 DAY PERIOD. AT THE END OF 30 DAYS THE SYSTEM WILL BE EVALUATED FOR AN ADDITIONAL 30 DAYS. AFTER 60 DAYS, THE PILOT WILL GO DISTRICT WIDE. THE DURATION OF THIS PILOT WILL BE UNTIL 7/1/09. PRIOR TO 7/15/09, RESULTS OF THE PILOT WILL BE EVALUATED BY THE APPOINTED STATEWIDE JOINT LABOR/MANAGEMENT SUBCOMMITTEE. IF THE PILOT IS SUCCESSFUL, THE PROCESS, WITH ACCOMPANYING TRAINING, WILL BE ROLLED OUT STATEWIDE WITHIN 6 MONTHS. IF DEEMED UNSUCCESSFUL, CURRENT LANGUAGE WILL STAND.**

**THE OT ROSTER WILL BE GENERATED BY QUERY BY THE FACILITY OR PROJECT SUPERVISOR DAILY OR AS NEEDED. ALL OT WORKED OR REFUSED WILL BE ENTERED INTO TMS OR A REPLACEMENT SYSTEM WITHIN FIVE BUSINESS DAYS.<sup>2</sup>**

Employees shall be placed on the appropriate overtime roster by classification for that facility, work unit, or project. All Highway Maintenance Workers, Highway Technicians, Project Inspectors, Bridgeworkers and Routemarkers with CDL's will be automatically placed on the appropriate overtime roster for snow and ice control. Overtime opportunity hours shall be carried from project to project and assignment to assignment. Overtime opportunities charged while on temporary working assignment will be carried back to the employee's regular roster. **OVERTIME WORKED AS AN AUXILIARY SNOW AND ICE DRIVER WILL NOT BE CARRIED BACK TO THE EMPLOYEE'S REGULAR ROSTER.**

Employees on an overtime roster shall provide a telephone number to their supervisor where they may be contacted by their supervisor. The agency shall establish a phone log procedure to verify

<sup>26</sup> DCA2s having no more than one (1) below on their last annual evaluation can have an updated review at the mid-point of their evaluation period in order to be eligible to take the DCA3 promotion assessment.

<sup>27</sup> Establishes time frame for administration of the DCA3 promotion assessment twice a year.

<sup>28</sup> Eligible DCA2s may attend a special training prior to taking the DCA3 promotion assessment. Employer will make work adjustment for those who attend training.

<sup>29</sup> DCA3s serve a six month probation and those who do not pass probation or who opt to demote back to DCA2 may not reapply for advancement to DCA3 for one year. Such employees will only be required to retake the DCA3 promotion assessment if a new test instrument has been developed.

<sup>30</sup> Requires part-time DCA2s moving to DCA3 to serve an equivalent probationary period based on number of hours worked.

<sup>1</sup> Decrease from 40 miles to 30 miles for all field employees and HTs assigned to construction.

<sup>2</sup> Creates electronic roster pilot program for OT roster management.

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.

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.

In situations where shifts are utilized, the Employer and Union may agree to alternative call-out procedures to work non-shift hours. Five (5) calendar days notice will be given for county maintenance shifts which exceed ten (10) working days and will be first filled by canvassing qualified volunteers from that work unit's regular roster for the classification specified. If there are more volunteers than shift positions, then State seniority shall be the determining factor. If the need for volunteers still exists, the remaining shift positions shall be filled by inverse seniority. This Section does not apply to shifts formed in reaction to ANY short term operational needs.

When employees are scheduled for at least two (2) hours of overtime, arrive at the job site to perform such overtime, and the work is cancelled due to inclement weather or contractor's or employer's decision, those employees scheduled to work are entitled to two (2) hours of overtime that day.

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 refusal.

~~Overtime rosters shall be zeroed out at the end of the pay period which includes April 1, 2006.~~ Overtime rosters shall be rolled-back at the end of the pay period which includes April 1, 2007 and 2008 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.

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.

### **3. ~~Snow and Ice Control~~**

During snow and ice operations employees are expected to work overtime. Consistent charged refusals to work overtime may be grounds for discipline.

For equitable distribution purposes only, an employee on PAID leave (E.G., VACATION, COMPENSATORY, PERSONAL, WORKERS' COMPENSATION, DISABILITY BENEFITS, ETC.) 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 the departure for the leave. This type of refusal shall be coded as RL and shall not be included as refusals subject to discipline in the preceding paragraph AS LONG AS THE AMOUNT OF LEAVE IS A MINIMUM OF EIGHT (8) HOURS.<sup>3</sup>

With the effective date of this agreement through November 26, 2006, snow and ice overtime call out procedure shall be offered in the following order:

- a. ~~HT 1-3 & HMW (with CDL's) whose daily work assignment is at a county facility~~
- b. ~~HT4, PI's, BW, RM (with CDL's) whose daily work assignment is at a county facility~~
- c. ~~HT 1-5 & PI's who are assigned to a construction project and all non-county BW, RM, HMW's~~
- d. ~~Other Unit 6 employees assigned to the county~~
- e. ~~All other Unit 6 employees~~
- f. ~~All other bargaining unit employees~~

~~Effective November 27, 2006,~~ snow and ice overtime opportunities shall be offered in the following order:

- a. HT 1-5, RM, BW, HMW & PI's (with CDL's) whose daily work assignment is at a county facility
- b. HT 1-5 & PI's who are assigned to a construction project and all non-county BW/RM/HMW's/HT'S
- c. Unit 6 employees assigned to County (who are not on first list, i.e., Mechanics)
- d. All other Unit 6 employees
- e. All other bargaining unit 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. **THOSE EMPLOYEES WHOSE NORMAL DUTIES REQUIRE THE PERFORMANCE OF SNOW AND ICE REMOVAL AT AN ODOT FACILITY WILL BE PERMITTED TO VOLUNTEER FOR AN AUXILIARY LIST. HOWEVER, THESE EMPLOYEES MAY BE REQUIRED TO OBTAIN SUPERVISORY APPROVAL PRIOR TO ACCEPTING AUXILIARY SNOW AND ICE OVERTIME WORK. SUPERVISORS WILL NOT UNREASONABLY DENY SUCH REQUESTS, AND SUCH DENIALS MAY BE APPEALED UP THROUGH STEP 3 OF THE GRIEVANCE PROCEDURE.**<sup>4</sup> These employees shall be placed on auxiliary rosters in counties to where they volunteer. The first auxiliary roster is composed of qualified Unit 6 and 7 employees and overtime shall be offered in rotation by seniority

<sup>3</sup> Requires employees to take eight hours leave to avoid mandatory OT.

<sup>4</sup> Snow/ice volunteers with priority duties may grieve denial to Step 3.

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, except that employees who are required to be on an auxiliary list shall have grievance rights under Article 25.

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 Labor Relations Administrator in ODOT. If their complaint is substantiated, the employee shall be placed at the top of their auxiliary list.

Project Inspectors, Bridgeworkers, Routemarkers and all non-county Highway Maintenance Workers and non-county Highway Technicians whose classification specifications include snow and ice removal duties, will be placed on a snow and ice removal overtime roster, and will be called in rotation immediately following calls to all main list employees for snow and ice removal for that facility.

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.

#### **4. Construction**

In Construction, Unit 7 employees will have preference for overtime assignments over non-Unit 7 employees on the project to which they are assigned.

~~With the effective date of this agreement through November 26, 2006, construction overtime distribution by project for overtime abutting the shift and for overtime less than 4 hours not abutting the shift shall be offered in the following order:~~

- ~~a. HT4 & PI's~~
- ~~b. HT2 & HT3~~
- ~~c. Temporary Work Assignments assign to the project where the overtime exists.~~

~~Effective November 27, 2006, c~~Construction overtime distribution by project for overtime abutting the shift and for overtime less than 4 hours not abutting the shift shall be offered to those qualified by the Series level in the following order:

- a. HT2, HT3, HT4 & PI's
- b. Temporary Work Assignments

~~With the effective date of this agreement through November 26, 2006, construction overtime distribution by project for overtime of four (4) hours or more not abutting the shift (ten mile rule) shall be offered to those qualified by the Series level in the following order:~~

- ~~a. HT2, HT3 & HT4 & PI's assigned to the construction project where the overtime exists~~
- ~~b. HT4 & PI's on construction projects where the project office is within ten (10) miles of the project office of where the overtime exists~~
- ~~c. HT2 & HT3 on construction projects where the project office is within ten (10) miles of project office of where the overtime exists~~
- ~~d. Temporary Work Assignments.~~

~~Effective November 27, 2006, c~~Construction overtime distribution by project for overtime of four (4) hours or more not abutting the shift (ten mile rule) shall be offered to those qualified by the Series level in the following order:

- a. HT2, HT3, HT4 & PI's assigned to construction project where the overtime exists.
- b. HT2, HT3, HT4 & PI's on construction projects where the project office is within ten (10) miles of the project office where the overtime exists.
- c. Temporary Work Assignments assigned to the project where the overtime exists.

Nothing in this agreement is meant to modify the overtime procedures as established in the Highway Technician Memorandum of Understanding.

In Construction, overtime rollback will be District-wide for all Project Inspectors. The rollback will occur at the end of the pay period which includes April 1. ~~All Project Inspectors will be zeroed in year one of the contract to implement a fair and equitable system.~~

In construction, every reasonable effort will be made to equalize overtime opportunity hours. Construction assignments will be based upon operational needs, proximity to project, and/or employee qualifications/experience, and in consideration for the equitable distribution of overtime.

#### **5. Miscellaneous**

Except as otherwise established by the Employer an employee's posted regular schedule shall not be established in such a manner to require the Employer to pay overtime. An employee's posted regular schedule shall not be changed solely to avoid the payment of overtime unless notice requirements have been fulfilled pursuant to 13.07 of the main body of the contract.

**BY OCTOBER 1 OF EACH YEAR, DISTRICT LABOR/MANAGEMENT COMMITTEES SHALL FORMULATE A PLAN FOR MOVING INTO AND OUT OF 12 HOUR SHIFTS FOR SNOW AND ICE OPERATIONS. SHIFTS IN EXCESS OF 12 HOURS CAN BE USED TO ROLL INTO AND OUT OF SNOW AND ICE OPERATIONS. IF FOR ANY REASON THE PARTIES ARE UNABLE TO RESOLVE THIS ISSUE AT THE DISTRICT LEVEL, THEN THE ISSUE WILL BE SUBMITTED TO THE STATEWIDE LABOR/MANAGEMENT COMMITTEE FOR RESOLUTION. THIS PROCESS IN NO WAY ABROGATES THE AGENCY'S RIGHT TO FORMULATE AND IMPLEMENT SUCH A PLAN IN THE ABSENCE OF A JOINT RESOLUTION.<sup>5</sup>**

**EMPLOYEE SHALL NOT WORK IN EXCESS OF 16 CONSECUTIVE HOURS UNLESS PRIOR APPROVAL IS OBTAINED FROM THE APPROPRIATE DEPUTY DIRECTOR OR DESIGNATED ADMINISTRATOR. IF THE 16 HOUR PERIOD ENDS DURING THE EMPLOYEE'S REGULARLY SCHEDULED SHIFT THE EMPLOYER WILL ASSIGN DUTIES TO THE EMPLOYEE THAT MINIMIZE EQUIPMENT OPERATION AND/OR EXPOSURE TO MOVING EQUIPMENT FOR THE DURATION OF THE SHIFT.<sup>6</sup>**

<sup>5</sup> District labor/management committees will discuss snow/ice shifts and, when agreement cannot be reached, the statewide labor/management committee will consider the matter.

<sup>6</sup> Permits up to 16 hours with authorization.

The Unit 6 agreements listed in Appendix P of the collective bargaining agreement do not pertain to the Department of Transportation.

**C. 13.08 - Call Back Pay**

In ODOT, employees who are called back to work and do report outside of their regularly scheduled shift for a time period that does not abut their shift, who work two and one-half (2 ½) hours or less will be paid four (4) hours at the straight time rate and will be credited on the appropriate overtime roster with two and one-half (2 ½) hours overtime. Those employees who work more than two and one-half (2 ½) hours will be paid actual hours worked at the overtime rate of pay subject to the provisions of Article 13.10. Should an employee work hours that qualify for the shift differential rate as specified in Section Q of this agreement, the shift differential rate shall be included for the purpose of calculating call back pay.

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 half (1/2) hour at the overtime rate of pay. A consistent refusal shall not be charged for anyone called less than one hour prior to his/her normal shift.

**D. Temporary Working Assignments**

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. Seniority and qualifications shall be a factor in determining which employees will be deemed available for temporary working assignments.

Such assignments shall first be done through the solicitation of volunteers in State seniority order among all qualified employees released at that time for the temporary working assignments.

When an employee is temporarily transferred, the transfer will be to a classification for which the employee possesses minimum qualifications. 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, but not limited to four percent (4%) above his/her current step rate of compensation.

An employee temporarily transferred by this Section shall be notified in writing at least five (5) calendar days in advance of the transfer.

Prior to the implementation of temporary working assignments, a full list of classifications and job locations to which transferred employees may be assigned and a copy of such shall be given to the District Steward.

Seniority shall be a factor in determining who first returns from a temporary working assignment to a particular project or particular county.

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 two hundred fifty (1250) hours within a twelve (12) month period, unless mutually agreed to by the employee, district steward and the agency head or designee.

Unit 7 employees on temporary working assignments shall have the right to request in writing to be assigned project work which becomes available prior to the completion of the temporary working assignment. Highway Maintenance Workers will not be placed on temporary working construction assignments while Project Inspectors are on temporary working Highway Maintenance Worker assignments, unless the affected Project Inspector waives the right to be assigned to the project.

Employees shall not be transferred under this Section to avoid the filling of permanent vacancies pursuant to Article 17 of the contract.

**E. Step Three (3) Grievance Meetings**

Step Three (3) grievance meetings will normally be held at the work site of the grievant. If the meeting is held at the district headquarters, the district steward will be permitted to participate in the meeting.

The parties have established monthly schedules for each district's Step Three (3) meetings. This schedule serves to extend the time limits for any grievance which arrives too late to be scheduled for one month, but which would otherwise be untimely in the following month.

**F. Tool Allowance**

Auto Mechanics, Automotive Technicians and Auto Body Repair Workers shall receive an annual tool allowance of \$250.00 payable not later than the second pay period of April, and each year of the contract thereafter.

**G. Uniform Allowance**

Auto Mechanics, Automotive Technicians, Auto Body Repair Workers, Machinists, and Welders who choose to wear uniforms shall be provided a uniform allowance of \$150.00 annually payable no later than the second pay period in April, and each year of the contract thereafter.

**H. 17.08 - Permanent Relocation**

The contractual provisions of permanent relocation contained in Section 17.08 do not apply to ODOT transfers within a county. Prior to initiating a permanent relocation within a county, the LRO shall meet with the district steward to discuss the rationale for such relocation. If there is reason to believe that such transfers are made for other than operational needs, the employee may **FILE A GRIEVANCE DIRECTLY AT STEP 2 AND HAVE GRIEVANCE RIGHTS THROUGH STEP 3.** 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 Deputy Director, he/she may appeal to the Labor Relations Administrator. The Labor Relations Administrator 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.<sup>7</sup>

<sup>7</sup> Creates grievance right to Step 3.

**I. Cross Training**

In each district the Employer and the Union may agree to create cross-training programs to enable the work force to become more flexible, diverse, and to increase operational efficiency.

**J. Office of Aviation.**

**1. Flight Crew Duty Day**

Flight Crew Duty Day is calculated from report time to one-half hour after shutdown. Report time is normally one hour prior to take-off. The time between 7:30 a.m. and the report time will not count toward the crew duty day or overtime. Flight Crew Duty Day will be calculated continuously from report time with no scheduled lunch period. On RON missions, Flight Crew Duty Day commences upon departure from the point of lodging.

**2. Daily Work Hours**

Flight crews will work a minimum of eight hours daily on flight and/or ground duties. Management has the authority to release flight crews from duty when missions are changed, cancelled or completed at the end of the employee's normal working hours. Minimum daily guarantee of eight hours will apply if the duty day is less than eight hours, and when flights scheduled to report after 4:30 p.m. are cancelled. Non-flying working hours shall be adjusted as necessary to ensure office coverage on days when normal operations office personnel are unavailable, not to go beyond normal office hours. A late report time is authorized in order to complete the previous day's crew rest period as outlined in the flight operations manual. Any time worked on Saturday, Sunday, or a holiday will be compensated in accordance with the contract.

**3. Professional Supplements**

An employee in the Aircraft Pilot Classification prior to March 1, 2003 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 Office of Aviation.

A. CFII (Certified Flight Instrument Instructor)

B. A.T.P. (Airline Transport Pilot)

An employee in the Aircraft Maintenance Technician classification prior to March 1, 2003 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 Office of Aviation.

The supplements 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 an employee loses a qualifying rating or certification he/she is no longer eligible for the supplement. Employees are required to notify Management of any changes in certification or rating status. In the event of a reclassification, employees receiving a professional supplement will continue to receive the supplement as long as eligibility requirements are maintained.

**4. Aircraft Maintenance Technician Tools**

The classification listed above shall receive an annual tool allowance of up to \$350.00 for personal tools used for the performance of work on State aircraft. The allowance is payable semi-annually upon submission of receipts for tools purchased each contract year.

**5. Operation of Aircraft by Chief Pilot**

The Union recognizes that the Aviation Manager (Chief Pilot) of the Flight Operations Section of the Office of Aviation must operate aircraft in order to maintain FAR currency in the operation of aircraft, and conduct training and qualification flights. The Chief Pilot shall be permitted to operate aircraft when all available qualified flight crews have been assigned or declined a mission on any given day, or as permitted by the provisions of Article 1.05. The Employer agrees that the operation of aircraft by the Chief Pilot shall not result in the loss of an overtime opportunity for a flight crew member, except in the case of operational need or where the assignment of an overtime mission would violate the maximum crew duty day.

**6. Drug and Alcohol Testing**

Employees in the Office of Aviation responsible for the operation and/or maintenance of aircraft will be subject to random drug and alcohol testing. The procedures and protocols for testing shall be the same as defined in Appendix M, except that the percentage of employees tested shall be no more than thirty percent (30%) per cycle. If an employee's position control number is selected in both the Federal random and the State random pool in the same cycle, the employee would only be required to submit to one (1) test to satisfy both selections. The Union would be permitted to view the cycle listing document upon request.

**K. Movement of Highway Technicians**

**POSTING HT 1, 2, 3, HTES WITHIN A DISTRICT<sup>8</sup>**

WHEN THE AGENCY HAS DETERMINED THE NEED TO FILL A VACANCY FOR ANY HIGHWAY TECHNICIAN 1, THE VACANCY WILL BE POSTED INTERNALLY FOR 5 WORKING DAYS WITHIN A DISTRICT. THE POSTING WILL BE PLACED THROUGHOUT THE DISTRICT AT ALL OPEN FACILITIES, AND A COPY WILL BE GIVEN TO THE DISTRICT STEWARD. ONLY EMPLOYEES IN THE HIGHWAY TECHNICIAN 1, 2, 3 OR HIGHWAY TECHNICIAN EQUIPMENT SPECIALIST (HTES) CLASSIFICATION WILL BE PERMITTED TO BID USING THIS INTERNAL PROCESS. ALL APPLICATIONS WILL USE AN AGREED UPON PAPER OR ELECTRONIC FORM AND SHALL BE SUBMITTED TO THE APPROPRIATE PERSONNEL OFFICE ON OR BEFORE

<sup>8</sup> Creates expedited internal posting/lateral transfer language for HTs within and inter-district.

THE FIFTH POSTING DAY. AN APPLICATION CAN BE WITHDRAWN AT ANY TIME PRIOR TO THE CLOSE OF THE POSTING PERIOD, WHICH IS 5:00 P.M. ON THE FIFTH WORKING DAY. AN EMPLOYEE ON APPROVED LEAVE MAY FILE A BID REQUEST PRIOR TO DEPARTURE WITH PERSONNEL FOR ANY POTENTIAL INTERNAL POSTINGS THAT MAY OCCUR DURING THE PERIOD OF THE APPROVED LEAVE.

THE MOST SENIOR HIGHWAY TECHNICIAN WITHIN THE DISTRICT WILL BE NOTIFIED OF THEIR SELECTION AND START DATE WITHIN 3 WORKING DAYS OF THE CLOSE OF THE POSTING. AT THE AGENCY'S DISCRETION, THIS PROCESS WILL REPEAT UNTIL THERE ARE NO INTERNAL HIGHWAY TECHNICIANS 1, 2, 3 OR HTES WHO BID INTERNALLY. AFTER ALL INTERNAL LATERAL POSTINGS UNDER THIS PROCESS AN HT 1 MAY BE POSTED PURSUANT TO ARTICLE 17, HOWEVER, HT'S WITHIN THE DISTRICT CANNOT BID ON THAT VACANCY POSTING.

#### HIGHWAY TECHNICIANS CROSS-DISTRICT LATERAL TRANSFERS

HIGHWAY TECHNICIANS BIDDING ACROSS DISTRICT LINES WHO ARE SUCCESSFUL APPLICANTS MAY ONLY LATERALLY TRANSFER ONE (1) TIME PER ROLLING YEAR FROM THE EFFECTIVE DATE OF THE TRANSFER.

#### MOVEMENT OF HIGHWAY TECHNICIANS

All employees in the Highway Technician 1, Highway Technician 2 and Highway Technician 3 classifications who are qualified for a posted Highway Technician 1 vacancy, regardless of their current level in the series, will be considered as lateral transfers with the most senior bidder awarded the position. If the Highway Technician 1 position is awarded to a Highway Technician 2 or Highway Technician 3, there will be no change in pay or classification to the successful bidder.

Employees in the Highway Technician 4, Pay Range 10 classification who bid on positions posted in the Highway Technician 5, Pay Range 10 classification will be considered a promotion for bidding purposes only, in accordance with Article 17. If selected for the position, the personnel action will be processed as a lateral class change (probationary period, wages, etc.).

#### HIGHWAY TECHNICIANS HIRED AFTER NOVEMBER 26, 2003<sup>9</sup>

THE EMPLOYER WILL HAVE UP TO SEVEN (7) YEARS TO PROVIDE HT 1S TRAINING OPPORTUNITIES FOR LEVEL 1 TRAINING COURSES/CERTIFICATIONS FOR ALL HIGHWAY TECHNICIANS. THE EMPLOYER WILL HAVE UP TO ELEVEN (11) YEARS TO PROVIDE HT 2S TRAINING OPPORTUNITIES FOR LEVEL 2 TRAINING COURSES/CERTIFICATIONS AND 2080 HOURS OF CONSTRUCTION EXPERIENCE. IF THE EMPLOYEE, THROUGH NO FAULT OF THEIR OWN, IS UNABLE TO OBTAIN SPECIFIED TRAINING, THE EMPLOYER WILL CREDIT THE EMPLOYEE FOR SAID COURSES AND/OR EXPERIENCE. THE EMPLOYER MUST PROVIDE AND EMPLOYEE MUST ATTEND TRAINING/EXPERIENCE FOR WHICH THEY HAVE PREVIOUSLY RECEIVED CREDIT. THE SEVEN OR ELEVEN YEAR PERIOD WILL BE EXTENDED BY THE DURATION OF APPROVED (30 CONSECUTIVE DAYS OR LONGER) DISABILITY, WORKER'S COMPENSATION, OR MILITARY LEAVE.

CONSTRUCTION EXPERIENCE HOURS FOR ALL HT3S CANNOT BE EARNED UNTIL CONSTRUCTION EXPERIENCE CREDITED FOR HT 2 HAS ACTUALLY BEEN OBTAINED.

#### HIGHWAY TECHNICIAN EQUIPMENT SPECIALIST (HTES)<sup>10</sup>

OCSEA AND ODOT AGREE TO CREATE A NEW CLASSIFICATION "HIGHWAY TECHNICIAN EQUIPMENT SPECIALIST" WITHIN THE HIGHWAY TECHNICIAN SERIES AT PAY RANGE 07. THIS CLASSIFICATION'S PRIMARY DUTIES WILL CONSIST OF OPERATION OF THE MOST COMPLEX CONSTRUCTION EQUIPMENT IN SPECIAL PROJECTS, SNOW AND ICE DUTIES, AND GENERAL MAINTENANCE DUTIES. THERE WILL BE NO CONSTRUCTION EXPERIENCE REQUIRED FOR THIS POSITION. THERE WILL BE A LIMITED NUMBER OF THESE POSITIONS POSTED. THE MINIMUM QUALIFICATIONS WILL CONSIST OF HIGHWAY TECHNICIAN LEVEL 1 COURSES, APPROPRIATE CDL, AND EXPERIENCE IN OPERATION OF HEAVY CONSTRUCTION EQUIPMENT. THE MINIMUM QUALIFICATIONS STATED ABOVE ARE NOT INTENDED TO BE ALL INCLUSIVE. CREATION OF THIS CLASSIFICATION WILL BE DEPENDENT UPON APPROVAL FROM DAS AND SERB.

#### HT DISPUTE RESOLUTION, TESTING & ENFORCEMENT COMMITTEE<sup>11</sup>

THE HT DISPUTE RESOLUTION, TESTING & ENFORCEMENT COMMITTEE WILL ADDRESS UNRESOLVED ISSUES REGARDING THE ADMINISTRATION OF THE HT SERIES INCLUDING BUT NOT LIMITED TO TRAINING, TESTING AND PREPARATION, QUALIFYING EXPERIENCE, ACCESS TO TRAINING AND ADVANCEMENT BASED UPON TRAINING/CERTIFICATION. THE COMMITTEE WILL BE COMPRISED OF UP TO 5 REPRESENTATIVES FROM THE UNION AND UP TO 5 REPRESENTATIVES FROM MANAGEMENT. EACH PARTY WILL CHOOSE ITS OWN REPRESENTATIVES. A QUORUM SHALL BE A MINIMUM OF 2 REPRESENTATIVES FROM EACH PARTY.

ALL DECISIONS BY THE COMMITTEE WILL BE FINAL AND BINDING.

IF THE COMMITTEE CANNOT AGREE TO A RESOLUTION, THEY WILL REVIEW THE ISSUE WITH AN ARBITRATOR. THE ARBITRATOR SHALL HEAR THE ISSUE WITHIN 30 DAYS OF RECEIPT. THE ARBITRATOR SHALL HOLD A HEARING WHERE HE OR SHE WILL HEAR THE FACTS AND CAN RECEIVE INFORMATION AND EVIDENCE. THE HEARING SHALL INCLUDE ALL COMMITTEE REPRESENTATIVES. THE ARBITRATOR IS ENCOURAGED TO TAKE AN ACTIVE ROLE IN RESOLVING AND SETTLING DISPUTES. THE ARBITRATOR SHALL RENDER A BINDING DECISION IN WRITING THE SAME DAY OR AT THE ARBITRATOR'S CHOOSING WITHIN 3 WORKING DAYS OF THE HEARING. THE ARBITRATOR WILL BE SELECTED BY THE PARTIES AND ALL COSTS WILL BE SHARED EQUALLY.

<sup>9</sup> Delays six year training requirement by one year giving senior employees more opportunity.

<sup>10</sup> Creates new equipment operator classification which may ease HT career ladder requirements.

<sup>11</sup> Incorporates current labor/management committees and creates expert arbitrator.

**IF THE PARTIES DO NOT MEET TO RESOLVE AN ISSUE, THE ISSUE WILL AUTOMATICALLY BE HEARD BY THE ARBITRATOR WITHIN SIXTY DAYS OF THE DATE OF FILING. THIS COMMITTEE WILL EXIST FOR THE DURATION OF THIS CONTRACT.**

**L. Safety On Construction Projects**

After July 1, 2003 all ODOT employees not already in a safety sensitive pool (CDL) regularly assigned to a construction worksite to physically monitor, inspect, or oversee construction projects shall be subject to random drug and alcohol testing in a safety sensitive position pool pursuant to Appendix M. The procedures and protocols for testing shall be the same as defined in Appendix M.

**M. Probationary Period**

Effective March 1, 2003, all ODOT new hires will serve an initial one (1) year probationary period. New hires into the Highway Technician 1 classification, who progress through the Highway Technician series, will continue to serve the original specified length of probation, regardless of movement within the series.

**N. Education Seminars And Training**

Employees shall be notified as soon as reasonably possible in advance when they are required to attend training and/or seminars if such training and/or seminars require an overnight stay.

**O. Stand-By**

An employee will be on stand-by and entitled to stand-by pay if he/she is required by the Agency or supervisor in writing to be on stand-by.

If the reason for stand-by is eliminated, Management may cancel the stand-by with a telephone call direct to the employee verifying the cancellation and the time canceled.

**P. Project Employees**

Project employees shall have no bid rights under Article 17 to permanent positions posted at ODOT.

**Q. Suspension/Disqualification of Operator's or CDL Licenses**

All employees who are required to maintain an operator's license or CDL pursuant to this contract, their position description, or classification specification are required to promptly notify the Employer of any current or pending invalid status of their operator or CDL license. This includes, but is not limited to, the suspension, revocation, forfeiture, or disqualification of their Operator's or CDL license.

These employees who are not legally permitted to drive at work for 30 calendar days or less will be required to use accrued vacation, personal, or compensatory leave, or will be placed on leave without pay upon exhaustion of vacation, personal, or compensatory leave. Employees will automatically receive a five day working (paper) suspension, and shall be required to enter into a two (2) year Last Chance Agreement for same or similar violations, without recourse to grieve.

These employees who are not legally permitted to drive at work for more than 30 calendar days up to 120 calendar days will be, at Management's discretion, placed on leave without pay or demoted to the first step of a classification for which they are qualified if such a position is deemed available. Employees will automatically receive a ten day working (paper) suspension, and shall be required to enter into a three (3) year Last Chance Agreement for same or similar violations, without recourse to grieve. If these employees regain their ability to legally drive at work in accordance with their original position description within the one hundred and twenty (120) day period, they will be returned to their original classification and step at an available location within their district.

All employees placed on extended leave without pay under this section will be responsible for both their share and the Employer's share of health insurance premiums should they choose to continue health insurance coverage during the absence.

These employees who are not legally permitted to drive at work for more than 120 calendar days will be permitted to resign, or will be terminated without recourse to grieve.

This section does not cover employees serving an initial probationary period. These employees serving an initial probationary period will be terminated for any suspension, revocation, or disqualification of their license.

**R. AUTOMOTIVE MECHANIC AND TECHNICIAN COMMITTEE<sup>12</sup>**

**ODOT & OCSEA SHALL ESTABLISH A COMMITTEE TO EXPLORE TRAINING ISSUES FOR THE AUTO MECHANICS AND AUTO TECHNICIANS. THE PURPOSE OF THE COMMITTEE WILL BE TO IDENTIFY AREAS AFFECTING MECHANICS/TECHNICIANS (EG. COMPUTER HARDWARE, SOFTWARE, TRAINING, ETC.), PRIORITIZE ITEMS, EXPLORE POSSIBLE FUNDING METHODS AND IMPLEMENT SOLUTIONS. THE COMMITTEE'S GOAL IS TO EXPLORE OPPORTUNITIES TO IMPROVE EFFICIENCY WHILE BEING COST EFFECTIVE, AND ULTIMATELY UTILIZING COST SAVINGS TO PROVIDE NEEDED TRAINING.**

**THIS COMMITTEE SHALL BE CREATED WITHIN THIRTY (30) DAYS AFTER THE EFFECTIVE DATE OF THIS AGREEMENT. THE COMMITTEE WILL BE CO-CHAIRLED BY A UNION AND EMPLOYER REPRESENTATIVE. THE COMMITTEE SHALL BE COMPOSED OF AT LEAST ONE (1) PERSON FROM EACH OF THE FOLLOWING CLASSIFICATIONS/AREAS: AUTO MECHANIC, AUTO TECHNICIAN, COUNTY MANAGER, DISTRICT EQUIPMENT MANAGER, REPRESENTATIVE FROM THE OFFICE OF EQUIPMENT MANAGEMENT, OFFICE OF TRAINING, LABOR RELATIONS REPRESENTATIVE, AND OCSEA STAFF REPRESENTATIVE. ADDITIONAL MEMBERS MAY BE ADDED AT THE DISCRETION OF THE CO-CHAIRS.**

**S. ASBESTOS ABATEMENT<sup>13</sup>**

**THE PARTIES AGREE THAT THE SUBJECT OF ASBESTOS ABATEMENT INSPECTION IS AN APPROPRIATE TOPIC FOR THE STATEWIDE LABOR MANAGEMENT OR HEALTH AND SAFETY COMMITTEE.**

**T. HT EXTERNAL CERTIFICATIONS<sup>14</sup>**

**THE HT ACADEMY LEVEL 2 EXTERNAL CERTIFICATION AGGREGATE LEVEL 2 WILL BE REQUIRED FOR TEST LAB TRACK EMPLOYEES ONLY. ANY HT EMPLOYEE WHO CURRENTLY POSSESSES THIS CERTIFICATION CAN CHOOSE TO RECERTIFY. FEES ASSOCIATED WITH RECERTIFICATION WILL BE PAID IN ACCORDANCE WITH THE HT MOU.**

<sup>12</sup> *Creates labor/management committee to explore funding sources for training of Auto Mechanics and Auto Technicians.*

<sup>13</sup> *The statewide labor/management committee will review requirements regarding asbestos abatement inspection.*

<sup>14</sup> *Eliminates requirement for non-test lab employees; eases promotion requirements.*

**U. RECLASSIFICATIONS<sup>15</sup>**

IF THE EMPLOYER HAS A NEED TO RECLASSIFY AN EMPLOYEE THE REQUEST WILL BE SUBMITTED TO THE UNION CO-CHAIR OF THE APPROPRIATE DISTRICT L/M COMMITTEE FOR CONSIDERATION. IT WILL THEN BE REVIEWED AT THE APPROPRIATE DISTRICT LABOR/MANAGEMENT COMMITTEE. IF THE UNION OBJECTS TO THE REQUEST AT THE DISTRICT L/M COMMITTEE, THE RECLASSIFICATION WILL BE MOVED TO THE STATEWIDE LABOR/MANAGEMENT COMMITTEE. IT IS UNDERSTOOD THAT THE UNION CANNOT GRANT FINAL APPROVAL OF THE REQUEST AT EITHER L/M COMMITTEE BUT MUST FORWARD FOR FURTHER REVIEW AND A FINAL DETERMINATION BY THE AUTHORIZED UNION DESIGNEE.

<sup>15</sup> *Creates labor/management process to review reclasses but maintains Union's authority.*

**V. RESPIRATOR MEDICAL EVALUATION PROCEDURE<sup>16</sup>**

EMPLOYEES ALLOCATED TO HT 4 (EXCEPT TEST LAB TRACK) IN ACCORDANCE WITH HT MOU WILL BE REQUIRED TO COMPLETE AN ON-LINE RESPIRATOR MEDICAL QUESTIONNAIRE WITHIN SIX (6) MONTHS OF BEING RECLASSIFIED TO HT 4.

<sup>16</sup> *Permits HT4s who fail federal respirator requirements to remain employed as HT3s.*

THE SELECTED APPLICANT FOR NEWLY POSTED AND FILLED HT 4 POSITIONS MUST OBTAIN MEDICAL CLEARANCE FOR RESPIRATOR USAGE PRIOR TO BEING AWARDED THE HT 4 POSITION. HT 4 POSTINGS WILL CONTAIN A STATEMENT REQUIRING SUCCESSFUL APPLICANTS TO OBTAIN MEDICAL CLEARANCE FOR RESPIRATOR USAGE.

HT 4'S (EXCEPT TEST LAB TRACK) WILL BE REQUIRED TO COMPLETE THE ON-LINE MEDICAL QUESTIONNAIRE AT LEAST EVERY OTHER YEAR UNLESS AN EMPLOYEE HAS HAD A CHANGE IN THEIR MEDICAL CONDITION. THERE MAY BE OTHER REASONS EMPLOYEES WILL BE TESTED MORE FREQUENTLY, SUCH AS: IF CHANGES OCCUR IN THE WORKPLACE CONDITIONS RESULTING IN THE PROFILE BEING UPDATED, OBSERVATIONS MADE DURING FIT TESTING INDICATING PROBLEMS WITH BREATHING, ETC. EMPLOYEES WITH A CHANGE IN THEIR MEDICAL CONDITION MUST NOTIFY MANAGEMENT IMMEDIATELY AND MAY BE REQUIRED TO COMPLETE AN ON-LINE MEDICAL QUESTIONNAIRE EARLIER THAN EXPECTED.

HT 4'S WHO ARE UNABLE TO OBTAIN MEDICAL CLEARANCE FOR RESPIRATOR USAGE WILL BE NOTIFIED IMMEDIATELY, ALONG WITH THE DISTRICT SAFETY CONSULTANT AND CENTRAL OFFICE SAFETY.

IF AN EMPLOYEE IS NOT MEDICALLY CLEARED, THE DISTRICT SAFETY CONSULTANT WILL NOTIFY THE DISTRICT UNION STEWARD WITHIN THREE (3) DAYS OF THE DATE THE EMPLOYEE WAS TESTED.

EMPLOYEE WILL:

1. RECEIVE A LETTER FROM THE THIRD PARTY ADMINISTRATOR INFORMING HIM/HER OF WHAT ADDITIONAL INFORMATION IS NEEDED TO OBTAIN MEDICAL CLEARANCE FOR RESPIRATOR USAGE.
2. GO TO THEIR FAMILY PHYSICIAN TO OBTAIN NEEDED DOCUMENTATION, TESTING, ETC. AS STATED IN THE LETTER FROM THE THIRD PARTY ADMINISTRATOR.
3. EMPLOYEE OR PHYSICIAN WILL SEND DOCUMENTATION, TESTS RESULTS, ETC. TO THE THIRD PARTY ADMINISTRATOR.
4. THE THIRD PARTY ADMINISTRATOR WILL REVIEW INFORMATION AND DETERMINE STATUS ON RESPIRATOR USAGE.

THE EMPLOYEE HAS NINETY (90) DAYS FROM THE DATE TESTED TO OBTAIN MEDICAL CLEARANCE FOR RESPIRATOR USAGE. FAILURE TO OBTAIN MEDICAL CLEARANCE WITHIN 90 DAYS WILL RESULT IN EMPLOYEE BEING DEMOTED TO HT 3.

HT 4'S ASSIGNED BRIDGE PAINTING INSPECTION DUTIES WILL BE REQUIRED TO PASS A FIT TEST ADMINISTERED BY THE DISTRICT SAFETY OFFICE AND A BLOOD TEST FOR LEAD AND ZINC PROTOPORPHYRIN PRIOR TO THE START OF THE ASSIGNMENT, MIDDLE OF THE ASSIGNMENT AND THE END OF THE ASSIGNMENT.

**W. ODOT MOUS<sup>17</sup>**

FOR THE DURATION OF THIS AGREEMENT, THE FOLLOWING MOU'S AND AGREEMENTS ENTERED INTO PRIOR TO MARCH 1, 2003 AS REVISED ON MAY 13, 2008, ARE INCORPORATED INTO THIS AGENCY SPECIFIC AGREEMENT.

<sup>17</sup> *Incorporates existing MOUs.*

GUIDELINES FOR DISCIPLINE OF CONSISTENT OVERTIME REFUSAL  
DISTRICT WIDE POSITIONS  
ENGINEER IN TRAINING  
FLOOD SETTLEMENT  
CDL'S AND LICENSE REQUIREMENTS  
AUTO TECH AGREEMENT  
PARALLEL SERIES AGREEMENT  
HIGHWAY TECHNICIAN MOU (EXCEPT AS MODIFIED BY THIS AGREEMENT)

**X. Supersession**

This agency supplemental agreement supercedes any conflicting contractual language.

**Y. NON-PERMANENT HIGHWAY TECHNICIANS OR HIGHWAY MAINTENANCE WORKERS<sup>18</sup>**

NON-PERMANENT APPOINTMENT CATEGORY EMPLOYEES PLACED IN THE HIGHWAY TECHNICIAN OR HIGHWAY MAINTENANCE WORKER SERIES WILL BE COVERED BY THE OCSEA COLLECTIVE BARGAINING AGREEMENT AND AS SUCH WILL PAY UNION DUES OR FAIR SHARE FEES. THESE EMPLOYEES WILL BE ENTITLED TO UNION REPRESENTATION AND CONTRACTUAL PAY RATES. HOWEVER, THEY ARE STILL DEEMED AS NON-PERMANENT EMPLOYEES AND AS SUCH ARE NOT ELIGIBLE FOR ANY CONTRACTUAL BENEFITS RECEIVED BY PERMANENT EMPLOYEES (E.G., VISION, DENTAL, LIFE, OR HEALTH INSURANCE, HOLIDAY PAY, LEAVE ACCRUALS, UBT OR UET CONTRIBUTIONS, ETC.).

<sup>18</sup> *Temporary HT and HMW employees pay union dues and are limited to working 1,000 hours per fiscal year.*

SUCH EMPLOYEES WILL BE IN THE UNCLASSIFIED SERVICE, TERMINABLE AT WILL WITHOUT RECOURSE. THEY WILL HAVE NO RIGHTS UNDER THE HIGHWAY TECHNICIAN MEMORANDUM OF UNDERSTANDING. THEY WILL PAY INTO PERS. MANAGEMENT HAS THE RIGHT TO DETERMINE THEIR WORKING SCHEDULE, HOWEVER, OVERTIME WORK SHALL FIRST BE OFFERED TO PERMANENT EMPLOYEES WHO HAVE A CONTRACTUAL RIGHT TO SAID OVERTIME UNDER THE OVERTIME PROVISIONS OF THE ODOT AGENCY SPECIFIC AGREEMENT BEFORE BEING OFFERED TO NON-PERMANENT EMPLOYEES.

NON-PERMANENT EMPLOYEES HAVE NO BID RIGHTS UNDER ARTICLE 17 TO PERMANENT POSITIONS POSTED AT ODOT. IN THE EVENT OF A LAYOFF IN THE HIGHWAY TECHNICIAN OR HIGHWAY MAINTENANCE SERIES, NON-PERMANENT EMPLOYEES IN THOSE SERIES WILL BE TERMINATED BEFORE ANY PERMANENT EMPLOYEES ARE LAID OFF.

THE USE OF THESE NON-PERMANENT EMPLOYEES IS LIMITED TO 1000 HOURS IN A FISCAL YEAR FOR BOTH INTERMITTENT AND SEASONAL EMPLOYEES. THE DURATION OF INTERIM POSITIONS IS DETERMINED BY ARTICLE 7 OF THE OCSEA AGREEMENT. INTERNAL INTERIM APPOINTMENTS TO THE HIGHWAY TECHNICIAN OR HIGHWAY MAINTENANCE WORKER SERIES ARE NOT COVERED BY ANY OF THESE PROVISIONS.

**OHIO VETERANS HOME<sup>1</sup>**

<sup>1</sup> No change.

**Scheduling**

The parties agree to the continuation of the joint Labor/Management Committee to examine and discuss alternative scheduling of Licensed Practical Nurses and Hospital Aides.

Current scheduling practices (i.e., every other weekend off, restricted use of vacation on weekends, and scheduling of intermittent employees) will remain in effect unless operational need prohibits their continuation. In the event operational need requires the cancellation of every other weekend off, the other scheduling practices listed above will cease. New scheduling practices will be discussed with the union.

**Uniform Allowance**

A uniform allowance of \$120.00 per year will be granted to full-time, permanent employees in the following classifications: LPN, Hospital Aide, Food Service Worker, Food Service Coordinator, Cook 1, Cook 2, Baker and Dietary Clerk. Payment will be made annually in September to all employees in the above classifications upon completion of any probationary period in such classification. Part-time employees will receive an allowance prorated on their scheduled hours.

**Health and Safety**

The parties agree to bring the issue of safety equipment to the first meeting of the Agency's Health and Safety Committee after the effective date of this Agreement. At that meeting, the parties will discuss and review the Occupational Safety and Health Administration (OSHA) and Public Employees Risk Reduction Program (PERRP) guidelines regarding personal protective equipment (PPE). The Committee shall develop and present recommendations to the Director or his/her designee.

**Overtime**

Unit 4 and Unit 5 employees may be mandated for overtime only one (1) time per seven (7) day period. Mandatory overtime shall be rotated among employees who normally perform the work and are listed on the seniority roster to perform the overtime. Furthermore, the Employer agrees to maintain a back up roster for Unit 5 employees as specified in the Unit 4 Agreement.

Employees volunteering for overtime will not be mandated again within the next twenty-four (24) hours following the conclusion of their overtime shift.

Employees mandated will be allowed a reasonable amount of time to make arrangements to work the overtime (e.g., arrange child care, cancel appointment).

Mandated employees may arrange for another employee to work the mandated overtime in their place until the employee is able to assume the mandatory overtime. Working for a mandated employee for less than four (4) hours does not relieve an employee from future mandatory overtime.

**Medical Appointments**

Employees with medical appointments scheduled three (3) days in advance may be granted flextime to cover the missed time based on operational needs. Employees working such flexed hours may be assigned to work areas at management's discretion. Such hours will not be considered as a violation of pick-a-post (Section 13.02) or overtime (Section 13.07). Employees will be required to present documentation of absence. Flexed time will be permitted to be worked within the pay period.

**Work Area Postings**

Appendix N will be applied to agency work areas. The parties agree to change each posting period from ten (10) days to five (5) days. An additional posting will be conducted as follows:

- 1) All day shift (0700-1530) vacancies for the classification of Nurse Aide and LPN that result following the third stage of pick-a-post will be canvassed by seniority among those employees in the identified classification who are on 2nd (1500-2330) and 3rd (2300-0730) shift. Upon selection by a 2nd or 3rd shift employee, the shift, work area and schedule of the successful candidate will be posted as a vacancy.
- 2) All fulltime vacancies, regardless of shift, that result following the third stage of pick-a-post will be canvassed by seniority among all part-time permanent employees. Upon selection by a part-time permanent employee, the shift, work area and schedule of the successful part-time employee will be posted as a vacancy.

The following three classifications will be added to the Agency Specific Agreement for the Ohio Veterans' Home to be randomly drug and alcohol tested:

6	54541	Boiler Operator 1
6	54542	Boiler Operator 2
4	42741	Pharmacy Attendant

## OHIO BUREAU OF WORKERS' COMPENSATION

### A. 18.04 - Bumping in the Same Office, Institution or County

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

When an employee in a closed classification is displaced by a more senior employee holding a same, similar, or related classification (as defined by Appendix I, Bargaining Unit 9, Group 8), the closed class will automatically be reclassified as follows:

(33311) Closed. Employer Services Analyst will be reclassified to a (66432) Employer Service Specialist at pay range 31.<sup>1</sup>

(33294) Closed. Workers' Compensation Claims Representative 4 will be reclassified to a (16722) Workers' Compensation Claims Service Specialist at pay range 30.

(33293) Closed. Workers' Compensation Claims Representative 3 will be reclassified to a (16721) Workers' Compensation Medical Claims Specialist at pay range 29.

(33292) Closed. Workers' Compensation Claims Representative 2 will be reclassified to a (64432) Customer Service Assistant 2 at pay range 28.

(33411) Closed. BWC Customer Service Representative will be reclassified to a (64451) BWC Customer Service Representative at pay range 28.

### B. 13.07 - Overtime

Management has the sole and executive 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 a sufficient number of employees is not secured through the above provisions, the Employer shall have the right to require the least senior employee 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, classification and/or position description, or specialized work assignment (e.g., work associated with lump-sum settlement teams), or when the incumbent is required to finish a work assignment, or to situations when the Bureau offers overtime opportunities to all available, qualified employees (e.g., copying or filing work).

In all other circumstances, the Bureau shall comply with the overtime policy and shall post overtime roster in accordance with Article 13 of the Contract. At those times rosters are necessary, the Bureau shall provide said rosters to the chief steward, within a reasonable time, if so requested. The rosters shall be updated every quarter in which any affected employee had overtime offered.

### C. Career Ladder

The Bureau of Workers' Compensation (hereinafter the "Bureau"), and OCSEA (hereinafter the "Union") agree to evaluate potential career ladders within the Bureau. The Personnel Department will conduct thorough job analyses to determine relevant experience, education and/or training required upon entry to each affected higher-level classification (i.e. the classification into which an employee would progress). Job analyses will also be conducted on the lower-level classifications (i.e. the classification from which an employee is progressing) to determine the extent to which the required qualifications of the affected higher-level classification are developed in the lower-level classification. The current Article 36.05 Committee shall be utilized to review the job analysis findings and make any necessary amendments to the minimum qualifications. The purpose of the Committee will be to evaluate agreed upon Classifications within the Bureau and to establish Career Ladder opportunities for Bureau employees in OCSEA. Both parties acknowledge that career ladder reviews will not affect current Pay Range assignments.

**EMPLOYEES MAY VOLUNTEER TO PARTICIPATE IN THE OHIO WORKERS' COMPENSATION CERTIFICATION PROGRAM. COMPLETION OF THE VARIOUS LEVELS OF THE PROGRAM WILL RESULT IN THE EMPLOYEE BEING CONSIDERED MINIMALLY QUALIFIED FOR THE IDENTIFIED CLASSIFICATIONS; HOWEVER, SELECTION FOR THESE CLASSIFICATIONS WILL BE MADE PURSUANT TO ARTICLE 17.<sup>2</sup>**

**IN ACCORDANCE WITH THE EXISTING ENROLLMENT GUIDELINES, REQUESTS TO PARTICIPATE IN THE CERTIFICATION PROGRAM WILL BE GRANTED ON A FIRST COME/ FIRST SERVED BASIS DEPENDING ON AVAILABLE SLOTS AND OPERATIONAL NEED. WHEN SIMULTANEOUS REQUESTS ARE MADE, SENIORITY SHALL BE THE DETERMINING FACTOR, ABSENT EXTENUATING CIRCUMSTANCES (I.E. WORK BACKLOG, ACTIVE DISCIPLINE, MEETING PROGRAM REQUIREMENTS). DENIALS MAY BE APPEALED TO THE SERVICE OFFICE MANAGER.<sup>3</sup>**

### D. Workplace Mediation Program

Notwithstanding any contractual, grievance or any other existing EEO, OCRC complaints, the BWC and Union recognize the benefits of participating in the Ohio's Workplace Mediation Program sponsored by the Ohio Commission on Dispute Resolution and Conflict Management. The BWC and Union agree to strongly encourage employees to proactively utilize the State of Ohio mediation program to resolve employee conflicts for as long as the program is in existence. Notwithstanding any contractual, grievance or any other existing EEO, OCRC complaints, the BWC and Union recognize the benefits of participating in the Ohio's Workplace Mediation Program sponsored by the Ohio Commission on Dispute Resolution and Conflict Management. The BWC and Union agree to strongly encourage employees to proactively utilize the State of Ohio mediation program to resolve employee conflicts for as long as the program is in existence.

**IN ACCORDANCE WITH ARTICLES 25.08 AND 25.14; THE PARTIES MAY AGREE TO PARTICIPATE IN THE COMMISSION ON DISPUTE RESOLUTION'S "EARLY MEDIATION" PROGRAM AS AN ALTERNATIVE GRIEVANCE RESOLUTION METHOD. THE GUIDELINES OF THE EARLY MEDIATION PROGRAM WILL BE DEVELOPED BY THE WORKPLACE MEDIATION ADVISORY GROUP.<sup>4</sup>**

<sup>1</sup> No longer used. All ESA have vacated the position. Employees are classified as ESS.

<sup>2</sup> Certification program was developed to provide employees educational opportunities that would minimally qualify them for identified classifications.

<sup>3</sup> Participation in the certification program will not be arbitrarily denied.

<sup>4</sup> Expands utilization of Ohio's Workplace Mediation Program to include grievance resolution.

**E. Grievance Hearings or Other Meetings**

During the first year of the contract, Step 3s or other meetings will be conducted via teleconference, videoconference or polycom, unless mutually agreed to otherwise. After such time, the parties will review the process and determine if modifications are necessary. **PURSUANT TO THE PROVISIONS OF ARTICLE 25.01 (G), STEP 3S OR OTHER MEETINGS (E.G., PRE-DISCIPLINARY MEETINGS) will be conducted via teleconference, videoconference or polycom, unless mutually agreed to otherwise. GRIEVANCE HEARINGS INVOLVING EMPLOYEE TERMINATION WILL NOT BE CONDUCTED IN THIS MANNER UNLESS THERE IS MUTUAL AGREEMENT. UTILIZING VIDEOCONFERENCING TECHNOLOGY FOR MAJOR SUSPENSION HEARINGS WILL BE CONSIDERED ON A CASE BY CASE BASIS.**<sup>5</sup>

<sup>5</sup> Requires the use of communication technologies to conduct grievance hearings and/or discipline meetings unless mutually agreed otherwise.

**F. OCOSH EMPLOYEES<sup>6</sup>**

**ALL EMPLOYEES HEADQUARTERED AT OCOSH WILL BE CONSIDERED HEADQUARTERED IN FRANKLIN COUNTY FOR PURPOSES OF ARTICLES 17 AND 18.**

**G. PERFORMANCE MEASURES<sup>7</sup>**

**THE BWC AND OCSEA ARE COMMITTED TO CREATING, MAINTAINING AND EVALUATING PERFORMANCE MEASURES AS THEY RELATE TO AN EMPLOYEE'S POSITION. WHERE PERFORMANCE MEASURES ARE ESTABLISHED FOR AN ENTIRE CLASSIFICATION, THE PARTIES MAY JOINTLY REVIEW THESE MEASURES TO ENSURE QUALITY, QUANTITY, OBJECTIVITY, SUBJECTIVITY AND FAIRNESS. DISCUSSIONS CONCERNING PERFORMANCE MEASURES ARE APPROPRIATE FOR LABOR/MANAGEMENT.**

<sup>6</sup> Employees working in the OCOSH building will be combined with employees working in the William Green building as one headquarter county (Franklin) for the purposes of Articles 17 and 18.

**H. PROJECT INITIATIVES<sup>8</sup>**

**THE PARTIES AGREE TO CONTINUE THEIR EFFORTS TO EXAMINE WORK PROCESSES IN THE PURSUIT OF EFFICIENT WORK SYSTEMS AND A HIGH PERFORMANCE WORKPLACE. WORK REDESIGN AND/OR PROCESS MAPPING INITIATIVES WILL BE SHARED WITH THE STATEWIDE LABOR/MANAGEMENT COMMITTEE.**

<sup>7</sup> Defines performance measures as an appropriate topic for discussion at local, district and statewide labor/management committees.

**PURSUANT TO ARTICLE 5, MANAGEMENT WILL IDENTIFY THE NEED TO EVALUATE WORK PROCESSES, ESTABLISH WORK TEAMS, DEVELOP RECOMMENDATIONS, AND IMPLEMENT WORK REDESIGN BASED ON THE FOLLOWING GUIDELINES:**

<sup>8</sup> Requires the Employer to notify the Union of any work redesign and/or process mapping initiatives. The Union will be involved in the selection of bargaining unit members as Subject Matter Experts (SMEs).

- **MANAGEMENT WILL NOTIFY THE UNION OF THE DECISION TO ENGAGE IN WORK REDESIGN AND/OR MAPPING PROCESS INITIATIVES;**
- **MANAGEMENT IS COMMITTED TO THE UTILIZATION OF BARGAINING UNIT MEMBERS AS SUBJECT MATTER EXPERTS (SME) FOR WORK GROUPS AND/OR PILOT PROGRAMS;**
- **UNION WILL BE GIVEN AN OPPORTUNITY TO PROVIDE SME RESOURCES FOR PROJECTS REQUIRING PARTICIPATION BY BARGAINING UNIT MEMBERS;**
- **SME PARTICIPATION WILL BE ON A VOLUNTARY BASIS;**
- **BOTH PARTIES AGREE THAT THE LABOR/MANAGEMENT COMMITTEE IS AN APPROPRIATE VENUE TO DISCUSS THIS SUBJECT MATTER.**

**I. BUILDING CLOSURES<sup>9</sup>**

**THE BWC AND OCSEA RECOGNIZES THE NEED TO PROVIDE SERVICES ON A CONTINUING BASIS EVEN WHEN CONDITIONS MAY WARRANT THE CLOSING OR DELAYED START OF A PARTICULAR OFFICE OR FACILITY OF THE BUREAU. IT IS AGREED THAT IT IS IN THE INTEREST OF BOTH PARTIES TO ASSIST IN IDENTIFYING POSSIBLE ALTERNATIVE WORKSITES IN THE CASE OF SUCH UNFORESEEN EMERGENCIES.**

<sup>9</sup> Outlines procedures to be used in the event conditions warrant closing a facility or office.

**THEREFORE, WHEN THE BUREAU CLOSES AN OFFICE OR FACILITY, EMPLOYEES WHO CANNOT REPORT TO THEIR NORMAL REPORT-IN LOCATIONS MAY BE REQUIRED TO REPORT TO AN ALTERNATIVE SITE. IN SUCH INSTANCES TRAVEL TIME AND MILEAGE SHALL BE PAID IN ACCORDANCE WITH ARTICLES 13.06 AND 32.**

**WITHIN SIXTY (60) DAYS OF THE RATIFICATION OF THE CONTRACT, IF NOT SOONER, THE PARTIES SHALL CONVENE LOCAL LABOR/MANAGEMENT MEETINGS TO DISCUSS THE DETAILS OF A PROCEDURE TO ASSIGN EMPLOYEES TO ALTERNATIVE REPORT-IN LOCATION. IN THE EVENT A LOCAL LABOR/MANAGEMENT MEETING DOES NOT CONVENE, THE MATTER SHALL BE FORWARDED TO THE STATEWIDE LABOR/MANAGEMENT COMMITTEE.**

**THE PROCEDURE DEVELOPED BY THE LOCAL LABOR/MANAGEMENT COMMITTEE, SHOULD MEET THE FOLLOWING PARAMETERS:**

- **ALTERNATE REPORT-IN LOCATIONS SHOULD BE CLEARLY IDENTIFIED FOR EACH INDIVIDUAL EMPLOYEE;**
- **MANAGEMENT WILL MAKE A GOOD FAITH EFFORT TO ASSIGN EMPLOYEES TO THE TRAVEL ALTERNATIVE REPORT-IN LOCATION WHICH REQUIRES THE LEAST AMOUNT OF TRAVEL;**
- **WHEN AN ALTERNATIVE REPORT-IN CAN ACCOMMODATE A LIMITED NUMBER OF EMPLOYEES, ASSIGNMENT SHALL BE MADE BY SENIORITY;**
- **EMPLOYEES SHALL NOT BE REQUIRED TO REPORT TO AN ALTERNATIVE LOCATION IF THERE ARE LESS THAN FOUR (4) HOURS REMAINING IN THE SHIFT WHEN AN UNFORESEEN EMERGENCY OCCURS;**
- **IF MANAGEMENT DOES NOT PROVIDE INSTRUCTION(S) FOR EMPLOYEES TO REPORT TO ALTERNATIVE SITES, OR IF THERE ARE NO ALTERNATIVE SITES AVAILABLE, EMPLOYEES WILL BE GRANTED ADMINISTRATIVE LEAVE WITH PAY;**

**FURTHER, WE MUTUALLY AGREE THAT THIS IS AN APPROPRIATE SUBJECT FOR LABOR/MANAGEMENT COMMITTEES.**

## DEPARTMENT OF YOUTH SERVICES

### Absence Management Initiative

The parties agree to mutually address the issue of absenteeism. The parties are committed to reducing absenteeism for all staff through local labor/management discussions. The local labor/management discussions may include, but are not limited to, examining the causes of absenteeism, and mutually agreeing to a plan for reducing absenteeism.

### DRIVER'S LICENSE SUSPENSION

THE PHRASE "FOR POSITIONS ASSIGNED TO TRANSPORTATION, PERIMETER, TRANSPORTATION/RELIEF, AND SPECIAL DUTY THAT TRANSPORTS" WILL BE ADDED AFTER THE "VALID DRIVER'S LICENSE" REQUIREMENT IN THE JUVENILE CORRECTION OFFICER "MINIMUM CLASS QUALIFICATIONS FOR EMPLOYMENT".<sup>1</sup>

JCO'S BIDDING ON TRANSPORTATION, PERIMETER, TRANSPORTATION/RELIEF, AND SPECIAL DUTY THAT TRANSPORTS WILL BE REQUIRED TO CERTIFY THEY HAVE A VALID DRIVER'S LICENSE.

TRANSPORTATION, PERIMETER, TRANSPORTATION/RELIEF, AND SPECIAL DUTY THAT TRANSPORTS MUST IMMEDIATELY REPORT THE LOSS OR SUSPENSION OF THEIR DRIVER'S LICENSE TO ADMINISTRATION.

IF THE SUSPENSION IS FOR SIXTY (60) DAYS OR LESS, THE JCOS WILL FOLLOW THE PICK-APOST LANGUAGE THAT DEFINES WHAT TO DO WHEN THERE ARE NO TRIPS.

IF THE SUSPENSION IS GREATER THAN SIXTY (60) DAYS TO PERMANENT, THE JCO WILL BE MOVED TO A VACANT POST. IF NO VACANCY EXISTS, THE OFFICER WILL BE PLACED IN FIRST SHIFT RELIEF UNTIL EITHER A POST BECOMES VACANT OR THE OFFICER SUCCESSFULLY BIDS ON ANOTHER WORK OPENING.<sup>2</sup>

### Health and Safety Committee

The Statewide DYS Health and Safety Committee (Statewide committee) shall meet at least once a quarter. The parties may mutually agree to meet more or less frequently.

The following topics shall be addressed by the Statewide committee:

### Inclement Weather Gear

The selection of appropriate inclement weather gear will be recommended by the Statewide committee:

- 1) The Statewide committee may consider current inventory, current vendor contracts, current line item budgeting, and the need for inclement weather gear will be based on the post or job duties of the JCO, and the physical structure, and location of the institution.
- 2) DYS agrees:
  - A) DYS agrees to continue providing a winter coat of sufficient warmth and quality.
  - B) Items to be discussed include but are not limited to, CarhartTs and raingear.
  - C) DYS agrees to allow the use of inclement weather gear that is purchased by the employee with the provision that restrictions may be imposed on the nature and color of the inclement weather gear.

### INCORPORATION OF STATEWIDE AGREEMENTS INTO COLLECTIVE BARGAINING AGREEMENT<sup>3</sup>

THE PARTIES AGREE THAT ALL STATEWIDE AGREEMENTS WILL BE POSTED ON THE DYS INTRANET BY THE BUREAU OF EMPLOYEE RELATIONS. DYS AND OCSEA WILL REVIEW ALL NEWLY ENACTED STATEWIDE AGREEMENTS AT EACH QUARTERLY SCHEDULED STATEWIDE LABOR/MANAGEMENT MEETING FOR POTENTIAL INCORPORATION INTO THE NEXT COLLECTIVE BARGAINING AGREEMENT.

### INVESTIGATORY INTERVIEW COMMITTEE<sup>4</sup>

WITHIN SIXTY (60) DAYS OF RATIFICATION, THE PARTIES AGREE TO FORM A JOINT LABOR/MANAGEMENT COMMITTEE TO EXPLORE AND DEFINE THE PROCEDURES AND PROTOCOLS TO BE USED IN AN INVESTIGATORY INTERVIEW. THE JOINT LABOR/MANAGEMENT COMMITTEE WILL ISSUE A REPORT BY AUGUST 31, 2009. THE INVESTIGATORY INTERVIEW COMMITTEE REPORT WILL BE DISSEMINATED THROUGH JOINT TRAINING.

### LOCAL AGREEMENT EXECUTION<sup>5</sup>

THERE SHALL BE NO LOCAL AGREEMENTS, EXCLUDING GRIEVANCE SETTLEMENTS, WITHOUT THE SIGNATURE OF THE OCSEA OPERATIONS DIRECTOR WITH RESPONSIBILITIES FOR DYS, THE STAFF ASSIGNED AS CO-CHAIR OF THE STATEWIDE LABOR-MANAGEMENT COMMITTEE AND A DYS CENTRAL OFFICE MANAGER. ANY LOCAL AGREEMENT EXECUTED WITHOUT THE REQUIRED SIGNATURES WILL NOT BE CONSIDERED VALID. ANY LOCAL AGREEMENT, NOT PROPERLY SIGNED, WILL CEASE TO HAVE EFFECT ONCE DYS CENTRAL OFFICE IS MADE AWARE OF THE LOCAL AGREEMENT. OCSEA AGREES NOT TO MOVE ANY GRIEVANCES PAST STEP 3 OF THE GRIEVANCE PROCEDURE FOR ALLEGATIONS OF VIOLATIONS OF A LOCAL AGREEMENT WITHOUT THE REQUIRED SIGNATURES.

### Uniforms<sup>6</sup>

The guidelines for the Statewide committee regarding uniforms are as follows:

- 1) The Statewide committee shall address the following:
  - A) The availability of uniforms in general
  - B) The availability of uniforms in other than average sizes
  - C) The delivery of uniforms
- 2) DYS and the Union agree to abide by the provisions in Article 33.

### ManagementING of Resistant Youth RESISTANCE<sup>7</sup>

The guidelines for the Statewide committee regarding ManagementING of Resistant Youth RESISTANCE are as follows:

<sup>1</sup> JCO classification specification minimum qualifications will be changed to require a valid driver's license when the position requires transportation duties.

<sup>2</sup> Permits JCOs with transport duties who lose a valid driver's license to remain employed.

<sup>3</sup> All statewide agreements will be posted on the DYS intranet.

<sup>4</sup> A labor/management committee will determine the process to be followed during Investigatory Interviews and will provide training to managers and stewards.

<sup>5</sup> Incorporates current practice that all local agreements, except for grievance settlements, must be approved by both OCSEA and DYS Central Offices.

<sup>6</sup> Housekeeping.

<sup>7</sup> Housekeeping.

1. In order to prevent injury to the youth or staff, prevent damage to property, and preserve Institutional security the Statewide committee shall review, evaluate, and describe each institutions best practices regarding responses to verbal and physical resistance.
2. The site and academy ~~response to resistance~~ **MANAGING YOUTH RESISTANCE (MYR)** trainers shall be members of the Statewide committee.
3. An annual report shall be issued summarizing the best practices, and distributed to each institution, and OCSEA.

#### **NO CONTACT POSTS<sup>8</sup>**

**WHEN AN EMPLOYEE IS PLACED ON A NO CONTACT POST, THAT EMPLOYEE SHALL NOT TAKE THE POST OF ANOTHER EMPLOYEE. THE EMPLOYEE WILL BE CONSIDERED AN EXTRA ON THE SHIFT UNLESS THERE ARE POSTS AVAILABLE FOLLOWING ROLL CALL THAT CAN BE CONSIDERED "NO CONTACT POSTS".**

#### **NO CONTACT PROCEDURES COMMITTEE**

**WITHIN SIXTY (60) DAYS OF RATIFICATION, THE PARTIES AGREE TO FORM A JOINT LABOR-MANAGEMENT COMMITTEE TO EXPLORE AND DEFINE THE PROCEDURES AND PROTOCOLS TO BE USED IN ASSIGNING AN EMPLOYEE TO A NO CONTACT POST. THE JOINT LABOR-MANAGEMENT COMMITTEE WILL ISSUE A REPORT BY DECEMBER 31, 2009. THE NO CONTACT PROCEDURES COMMITTEE REPORT WILL BE DISSEMINATED THROUGH JOINT TRAINING.**

#### **Overtime<sup>9</sup>**

##### **VOLUNTARY OVERTIME**

Specific overtime agreements negotiated locally shall include the following parameters:

1. Management shall canvass voluntary overtime quarterly and purge the voluntary overtime roster quarterly.
2. Distribute voluntary overtime based upon a combination of cumulative hours of overtime charged and State seniority.
3. Any **NEWLY HIRED, PROMOTED, DEMOTED OR<sup>10</sup>** transferred employee or employee returning from a leave of absence (medical, paid or unpaid) of more than fourteen (14) days is charged the highest hours reflected on the current voluntary overtime roster.
4. **OVERTIME SHALL NOT BE OFFERED TO AN EMPLOYEE ON APPROVED LEAVE.<sup>11</sup>**
5. **ONLY TO PREVENT MANDATION, MAY LOCAL OVERTIME AGREEMENTS BE NEGOTIATED WITH REGARD TO #4.**
6. **NEWLY HIRED JCOS ARE PROHIBITED FROM WORKING OVERTIME FOR THE FIRST SIXTY (60) DAYS FOLLOWING THEIR DATE OF HIRE.<sup>12</sup>**

##### **MANDATORY OVERTIME**

47. Mandated overtime shall track on a seven (7) day rotation. **DYS WILL NOT COUNT THE DAY OF MANDATION AS THE TRIGGER FOR THE SEVEN (7) DAY COUNTING ON MANDATORY OVERTIME ROTATION. FOR EXAMPLE, IF AN EMPLOYEE IS MANDATED ON MONDAY, HE/SHE WILL NOT BE ELIGIBLE FOR MANDATION AGAIN UNTIL THE FOLLOWING TUESDAY, WITH THE EXCEPTION THAT THE EMPLOYEE MAY STILL BE MANDATED PRIOR TO TUESDAY IF THE ROSTER HAS BEEN EXHAUSTED.**
58. If an employee volunteers for eight (8) hours of ~~voluntary~~ **ANY TYPE OF** overtime within a seven (7) day mandatory overtime rotation, the time will count as an eight (8) hour mandated shift. **ONE (1)-HOUR INCREMENTS MAY BE ADDED TOGETHER TO REACH THE NEEDED EIGHT (8) HOURS.<sup>13</sup>**
69. Management shall mandate the least senior person on duty for overtime who has not been previously mandated in the cycle. Once the roster is exhausted, the process is repeated. The least senior employee on the ~~days~~ **DAY'S** schedule, ~~who~~ **THAT** has not been mandated in the last seven (7) days, shall be mandated unless:<sup>14</sup>
  - A) The employee has already worked sixteen (16) consecutive hours.
  - B) The employee volunteered for eight (8) hours in the past seven (7) days per #58.
  - C) The employee is already on an overtime shift.
  - D) The employee worked at least four (4) hours preceding the start of his regular shift.
  - E) Unless a bona fide emergency exists, no employee will be mandated to work more than sixteen (16) continuous hours. A bona fide emergency shall be defined as a hostage situation, fire, riot, or an act of nature that would prevent the release of the mandated employee.
  - F) **THE EMPLOYEE HAS A PREVIOUSLY SCHEDULED MEDICAL APPOINTMENT. THE EMPLOYEE MUST PROVIDE DOCUMENTATION OF THE MEDICAL APPOINTMENT TO ADMINISTRATION WITHIN THREE (3) DAYS OF THE EMPLOYEE'S RETURN TO WORK. IF THE EMPLOYEE DOES NOT PROVIDE DOCUMENTATION WITHIN THREE (3) DAYS, THE EMPLOYEE SHALL BE SUBJECT TO DISCIPLINE FOR REFUSING MANDATORY OVERTIME.<sup>15</sup>**
  - G.) **THE EMPLOYEE IS WITHIN HIS OR HER FIRST 60 DAYS OF HIRE.<sup>16</sup>**

710. Overtime opportunity errors (INCLUDING BEING LEFT OFF THE VOLUNTARY OVERTIME ROSTER) shall be rectified through equalization BY OFFERING THE EMPLOYEE WHO WAS MISSED THE OPPORTUNITY TO WORK THE NUMBER OF HOURS MISSED AT THE EMPLOYEE'S CHOICE OF DATE AND SHIFT PROVIDED THERE IS AN OVERTIME OPPORTUNITY AVAILABLE, WITHIN FORTY-FIVE (45) DAYS OF THE MISSED OPPORTUNITY.<sup>17</sup>
11. IF OPERATIONS CANCELS THE MANDATION PRIOR TO THE JCO WORKING THE MANDATED HOURS, THE HOURS DO NOT COUNT.<sup>18</sup>
12. **EMPLOYEES WHO ARE MANDATED IN ERROR (AND WORK THE MANDATED HOURS) SHALL HAVE THE OPPORTUNITY TO BE EXCUSED FROM THE NEXT CYCLE OF MANDATORY OVERTIME. THE EMPLOYEE WILL BE GIVEN THE CHOICE ON WHETHER TO BE EXCUSED OR NOT. IF THE EMPLOYEE CHOOSES NOT BE EXCUSED, THE EMPLOYEE DOES NOT GET**

<sup>8</sup> A labor/management committee will determine the process to be followed when assigning employees to a non-contact post and will provide training to managers and stewards.

<sup>9</sup> Overtime language split into two sections: Voluntary and Mandatory Overtime.

<sup>10</sup> Housekeeping.

<sup>11</sup> Clarifies when overtime will be offered to employees on approved leave.

<sup>12</sup> Clarifies when new hires are eligible to work overtime.

<sup>13</sup> Clarifies that increments of voluntary overtime may be combined within the seven day time frame to equal one mandated overtime exemption.

<sup>14</sup> Housekeeping.

<sup>15</sup> Allows JCOs to be excused from refusal to work mandatory overtime if they bring in documentation of a pre-existing medical appointment.

<sup>16</sup> Clarifies that new hires cannot be mandated within the first sixty days of hire.

<sup>17</sup> Defines remedy for missed overtime opportunity.

<sup>18</sup> Clarifies that, if management cancels mandation prior to the overtime being worked, it does not count as mandated overtime.

ANOTHER CHANCE TO BE EXCUSED FROM MANDATORY OVERTIME. THE OPPORTUNITY IS LOST.<sup>19</sup>

**13. ANY MANDATED AMOUNT OF TIME PAST THE END OF A SHIFT COUNTS AS A MANDATION.<sup>20</sup>**

**Recruitment and Retention Committee<sup>21</sup>**

1. The Recruitment and Retention Committee will be an independent joint labor management committee consisting of a Union representative from each site.
2. The Recruitment and Retention Committee has the responsibility of fostering and assisting the development of retention and recruitment initiatives.
3. ~~The Recruitment and Retention Committee shall exist as a pilot program until July 1, 2007. The pilot program may be extended upon mutual agreement of the parties.~~
4. ~~Extension of the pilot program will depend on a cost-benefit analysis that will be the Recruitment and Retention Committee's initial duty to establish.~~
5. ~~The parties agree to initially meet by July 1, 2006.~~

**Roll Call**

**ROLL CALL PAY<sup>22</sup>**

The roll call shall be fifteen (15) minutes in duration and the JCO shall be paid for thirty (30) minutes. JCOs are required to be at their roll call station (RCS) at least fifteen (15) minutes prior to the beginning of their shift starting time to be eligible to receive the RCP. JCOs not at their RCS as required shall be considered tardy for roll call and are subject to the lateness policy of their institution, including progressive discipline per Article 24 and DYS Policy 103.17.

Roll Call Pay shall be paid as a part of the employee's earnings for that pay period and shall not be converted to compensatory time. Roll Call Pay shall only be paid if the JCO stands for roll call. An employee on leave, paid or unpaid, is not eligible for Roll Call Pay, neither shall an employee be charged leave for the Roll Call Pay while on approved leave. A JCO in a temporary work level is not eligible for RCP.

**STANDING FOR ROLL CALL<sup>23</sup>**

**A JCO WILL BE CONSIDERED AS STANDING FOR ROLL CALL WHEN THE OFFICER'S SCHEDULE IS CHANGED DUE TO MANDATORY TRAINING (E.G., IN-SERVICE TRAINING, MYR TRAINING) OR REQUESTED/APPROVED ODYS OR DRC TRAINING. A JCO WILL NOT BE CONSIDERED AS STANDING FOR ROLL CALL WHEN THE OFFICER'S SCHEDULE IS CHANGED DUE TO A REQUEST/APPROVAL FOR VOLUNTARY TRAINING OUTSIDE OF ODYS OR DRC.**

**A JCO WILL BE CONSIDERED AS STANDING FOR ROLL CALL WHEN THE OFFICER'S SCHEDULE IS CHANGED DUE TO A LABOR/MANAGEMENT MEETING (E.G., LOCAL AND STATE LABOR/MANAGEMENT MEETINGS, LOCAL AND STATE SUBCOMMITTEE MEETINGS). A JCO WILL NOT BE CONSIDERED AS STANDING FOR ROLL CALL WHEN THE OFFICER'S SCHEDULE IS CHANGED DUE TO APPROVED RELEASES FOR UNION-ONLY BUSINESS.**

**ADMINISTRATIVE LEAVE AND ROLL CALL PAY<sup>24</sup>**

**NO EMPLOYEE WILL RECEIVE ROLL CALL PAY FOR THE FIRST THIRTY (30) DAYS THAT HE/SHE IS ON ADMINISTRATIVE LEAVE. AN EMPLOYEE THAT IS PLACED ON ADMINISTRATIVE LEAVE, WILL START RECEIVING ROLL CALL ON THE THIRTY-FIRST (31) DAY OF ADMINISTRATIVE LEAVE.**

**STATEWIDE LABOR/MANAGEMENT COMMITTEE**

**RULES OF CONDUCT**

**THE STATEWIDE LABOR/MANAGEMENT COMMITTEE SHALL CONDUCT MEETINGS WITH AN AGREED UPON SET OF GROUND RULES, BOUNDARIES, AND MEETING ORDER.<sup>25</sup>**

**Work Area Agreements PICK-A-POST AGREEMENTS**

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 State seniority.

**PICK-A-POST AGREEMENT REQUIREMENTS**

- Each agreement must include a process to open and close units within that facility.
- Each agreement must address scheduling and specifically:

**Combination/Relief Posts**

**Special Duty Shifts/Posts WILL BE FORMATTED WITH THE STANDARDIZED LANGUAGE, AND TEMPLATES AGREED UPON BY THE PARTIES. THE PARTIES MUTUALLY AGREE TO THE FOLLOWING:<sup>26</sup>**

1. **THE PICK-A-POST AGREEMENT TEMPLATE WILL BE UTILIZED FOR ALL SITE SPECIFIC PICK-A-POST AGREEMENTS**
2. **THE SELECTION SHEET TEMPLATE WILL BE UTILIZED:**
  - A. **TO COMPARE MANAGEMENT AND UNION POST PROPOSALS.**
  - B. **BY JCOS WHO WILL NOT BE IN-PERSON TO MAKE POST SELECTIONS.**
3. **THE REGULAR SHIFT POSITION TEMPLATE WILL BE UTILIZED TO LIST THE TOTAL NUMBER OF POSITIONS ON A SHIFT AND TO LIST THE TOTAL NUMBER OF JCOS OFF EACH DAY.**
4. **THE SPECIAL DUTY TEMPLATE WILL BE UTILIZED TO LIST THE TOTAL NUMBER OF POSITIONS THAT ARE LESS THAN SEVEN (7) DAY POSTS AND TO LIST THE TOTAL NUMBER OF JCOS OFF EACH DAY.**

**PICK-A-POST AGREEMENT RENEGOTIATION TIMELINES**

Pick-A-Post agreements may, as determined by Management, be renegotiated at each institution within 180 days of the signing of the new CBA between the State of Ohio and OCSEA. Additionally, Pick-A-Posts may be re-opened/negotiated when an institution changes its mission or by mutual agreement between Management and the Union.

<sup>19</sup> Defines remedy for being mandated in error.

<sup>20</sup> Clarifies that overtime worked past the end of the shift counts as mandation.

<sup>21</sup> Housekeeping.

<sup>22</sup> Housekeeping.

<sup>23</sup> Incorporates current practice on who is eligible for roll call during training or union meetings.

<sup>24</sup> Incorporates current practice on when roll call is paid when a JCO is on administrative leave pending an investigation.

<sup>25</sup> Specifies procedures to be used by the statewide labor/management committee.

<sup>26</sup> Incorporates standard parameter language, and use of templates.

**THE PARTIES MAY MEET AND MUTUALLY AGREE TO CHANGE PORTIONS OF LOCAL PICK-A-POST AGREEMENTS WITHOUT OPENING THE ENTIRE AGREEMENT.<sup>27</sup>**

Management agrees not to request the re-negotiation of a Pick-A-Post agreement as a result of a change in mission more often than once every twelve (12) months.

**PICK-A-POST AGREEMENT RENEGOTIATION IMPASSE RESOLUTION**

If impasse is declared and Management notifies the Union, thirty (30) days later Management will implement the last proposal that was on the table. The Union has the right to grieve directly at Step 3 on the date of impasse. The grievance will be immediately moved to Step 5 NTA. The NTA will be held within **FOURTEEN (14)** days of impasse. The parties will each present their last best offer and the Arbitrator shall select between them. The Arbitrator will issue a bench decision.

**STATEWIDE PICK-A-POST COMMITTEE**

**THERE SHALL BE A STATEWIDE PICK-A-POST COMMITTEE CONSISTING OF THREE (3) UNION AND THREE (3) EMPLOYER REPRESENTATIVES.**

**COMMITTEE PURPOSE AND AGENDA**

**THE PURPOSE OF THIS COMMITTEE IS TO PROVIDE, DISCUSS, AND REVISE THE STANDARDIZED PARAMETER LANGUAGE, AND/OR TEMPLATES.<sup>28</sup>**

**UNIFORMS<sup>29</sup>**

**THE GUIDELINES FOR THE STATEWIDE COMMITTEE REGARDING UNIFORMS ARE AS FOLLOWS:**

- 1. THE STATEWIDE COMMITTEE SHALL ADDRESS THE FOLLOWING:**
  - A. THE AVAILABILITY OF UNIFORMS IN GENERAL**
  - B. THE AVAILABILITY OF UNIFORMS IN OTHER THAN AVERAGE SIZES**
  - C. THE DELIVERY OF UNIFORMS**
- 2. DYS AND THE UNION AGREE TO ABIDE BY THE PROVISIONS IN ARTICLE 33.**
- 3. LPN UNIFORMS**
  - A. EACH NURSE WILL RECEIVE A STIPEND FOR THE YEAR IN THE AMOUNT OF \$300.00 TO PURCHASE HIS OR HER UNIFORMS. THIS EXCLUDES THE COST OF SHOES.**
  - B. THE STIPEND WILL BE DISTRIBUTED ON A MONTHLY BASIS OF \$25.00 PER MONTH.**
  - C. STAFF MUST COMPLY WITH THE DRESS CODE POLICY.**
  - D. DYS WILL PROVIDE WATERPROOF LAB COATS FOR THE DRAWING OF BLOOD, ETC.**
  - E. DYS WILL NOT PROVIDE MONEY FOR THE CLEANING OR REPAIR OF UNIFORMS.<sup>30</sup>**

**WORKPLACE MEDIATION PROGRAM<sup>31</sup>**

**NOTWITHSTANDING ANY CONTRACTUAL, GRIEVANCE OR ANY OTHER EXISTING EEO, OCRG COMPLAINTS, THE DYS AND UNION RECOGNIZE THE BENEFITS OF PARTICIPATING IN THE OHIO'S WORKPLACE MEDIATION PROGRAM SPONSORED BY THE OHIO COMMISSION ON DISPUTE RESOLUTION AND CONFLICT MANAGEMENT. THE DYS AND UNION AGREE TO STRONGLY ENCOURAGE EMPLOYEES TO PROACTIVELY UTILIZE THE STATE OF OHIO MEDIATION PROGRAM TO RESOLVE EMPLOYEE CONFLICTS FOR AS LONG AS THE PROGRAM IS IN EXISTENCE.**

**APPENDIX R – VOLUNTARY COST SAVINGS PROGRAM**

Voluntary Cost Savings Program Plans shall offer employees ~~two (2)~~ **THREE (3)** options.

- A. Option #1 shall allow full-time employees the opportunity to reduce their bi-weekly schedule by no less than eight (8) hours and no more than forty (40) hours. Leave used under this plan will be considered leave without pay and as inactive pay status. ~~Leave accruals will be adjusted accordingly.~~ Employees participating in this plan shall maintain their full-time status for the purposes of **LEAVE ACCRUALS AND<sup>1</sup>** health care premiums in accordance with Article 20.05. Further, employees shall not incur a break in State service and seniority. Seniority and State service credit will be based on eighty (80) hours per pay period. The maximum number of hours available to be reduced by any employee is five hundred twenty (520) in a fiscal year or a total of six (6) months, whichever comes first.**
- B. Option #2 shall allow full-time, part-time and established term employees the opportunity to take unpaid leaves of absence in blocks of time no less than two (2) weeks and up to a maximum of thirteen (13) weeks within a fiscal year. The Employer will continue to pay its share of health insurance premiums during utilization of this plan. Employees participating in this plan are responsible for their share of health insurance premiums for all insurance programs in which they are enrolled at the time of the leave. Leave used under this plan will be considered leave without pay and as inactive pay status. Employees will not incur a break in State service or seniority as long as the employee returns to employment on or before the indicated date.**
- C. OPTION #3 - OTHER COST SAVING MEASURES MAY BE EXPLORED BY AGENCY LABOR MANAGEMENT COMMITTEES.<sup>2</sup>**
  - CD. All employees (except project employees) who have completed their initial probationary period shall be eligible to participate in this program.**
  - DE. Participation in this program is strictly voluntary.**
  - EF. Employees participating in this program shall not be eligible for unemployment benefits.**
  - FG. Once a Voluntary Cost Savings Program schedule is approved by the Employer, the employee must complete and sign a Voluntary Cost Savings Agreement. A Voluntary Cost Savings Agreement can be terminated by the Employer upon providing ten (10) working days' notice in writing to the employee. Such termination shall not be grievable. The employee may terminate his/her Voluntary Cost Savings Agreement upon ten (10) working days' notice in writing unless mutually agreed to otherwise.**

<sup>27</sup> Allows for minor changes without reopening the entire local Pick-A-Post agreement.

<sup>28</sup> Establishes statewide Pick-A-Post committee for the limited purpose of reviewing and/or revising standard parameter language and/or templates.

<sup>29</sup> Housekeeping.

<sup>30</sup> Incorporates current practice on LPN uniforms.

<sup>31</sup> Encourages employees to resolve non-grievance disputes by utilizing Ohio's Workplace Mediation Program.

<sup>1</sup> Leave accruals will not be affected by hours spent in Voluntary Cost Savings Program leave

<sup>2</sup> Agency Labor/Management Committees can develop additional options for use of Voluntary Cost Savings Program leave.

- GH. The Employer has sole discretion to approve or deny an employee's Voluntary Cost Savings leave request. Denial of Voluntary Cost Savings leave request shall be non-grievable.
- HI. Before the implementation of the Voluntary Cost Savings Program the agency Labor/Management Committee shall meet to discuss questions and issues relating to the program. After implementation of the Agreement, the parties through a Labor/Management Committee will continue to monitor its application including disputes and/or related problems on an ongoing basis. The Employer may discontinue this program upon providing the Union with thirty (30) days' notice.
- IJ. The Voluntary Cost Savings Program shall be considered a pilot program and will expire on the same date as this collective bargaining agreement.
- K. **IF AN EMPLOYEE UTILIZES THE VOLUNTARY COST SAVINGS PROGRAM CONTIGUOUS TO A HOLIDAY, THE EMPLOYEE SHALL NOT FORFEIT THEIR HOLIDAY PAY.**<sup>3</sup>

<sup>3</sup> *Holiday pay will not be affected by time spent in Voluntary Cost Savings Program leave.*